

**COUNCIL AGENDA**  
**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**9344 Plank Road, Straffordville**  
**September 17, 2009**  
**7:00 p.m.**

Page

**1. CALL TO ORDER**

**2. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF**

**3. APPROVAL OF MINUTES AND ADDITION OF AGENDA ITEMS**

9-19

- (a) Minutes of the regular meeting of council held September 3, 2009.
- (b) Added Item(s)

**4. DELEGATIONS**

- (a) 7:05 p.m. Doug Lester representing Chamber of Commerce regarding Bayham - Elgin Business Expo update and invitation and request for use of Municipal sign to advertise.
- (b) 7:15 p.m. Doug Lester regarding Harbour Committee Update, Request for Council to budget for ongoing harbour maintenance and to establish a formal Municipal Harbour Committee.
- (c) 7:25 p.m. Matthew Redsell regarding Windmills and Zoning. (Item 8d)
- (d) 7:35 p.m. Wanda Hoshall regarding Estherville Cemetery

**5. INFORMATION ITEMS**

21-22

- (a) Copy of resolution passed July 27, 2009 by the Town of Amherstburg regarding "MPAC Evaluation of Solar energy Development".  
File: C10

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**5. INFORMATION ITEMS**

- 23 (b) Copy of resolution passed July 13, 2009 by the Town of New Tecumseth regarding "Harmonization of Taxes".  
File: C10
- 25-29 (c) Correspondence dated August 12, 31, September 3 and 10 from Association of Municipalities of Ontario regarding "AMO Welcomes Court Decision on Bank Tower Assessment", "Survey on Active Transportation Policy in Ontario", "Funding for Broadband in Rural and Northern Ontario Available" and "Continuous Improvement Fund".  
File: A01
- 31 (d) Correspondence dated September 2, 1009 from Local Authority Services Ltd. regarding "New Solar Photovoltaic (PV) Program Now Available to all Ontario Municipalities".  
File: A01
- 33-34 (e) LAS / MFOA Event Reminder regarding "Municipal Investment Basics Seminars".  
File: F12
- 35 (f) Ontario Good Roads Association Heads Up Alert regarding "Public Review Period: Accessible Built Environment Standard".  
File: A01
- 37-40 (g) Correspondence dated September 1, 2009 from the Canadian Union of Public Employees Ontario and the Ontario Coalition for Better Child Care regarding "Child Care Worker & Early Childhood Educator Appreciation Day".  
File: A01
- 41-42 (h) Correspondence received September 4, 2009 from Ministry of Agriculture, Food and Rural Affairs regarding "Premier's Award for Agri-Food Innovation Excellence".  
File: A16 / M02
- 43-44 (i) Correspondence dated August 24, 2009 from Ministry of the Environment regarding "setback distances for wind turbines".  
File: A16
- 45-46 (j) Correspondence dated August 24, 2009 from Ministry of Environment regarding "the Great Lakes - St. Lawrence River Basin Sustainable Water Resources Agreement".  
File: A16

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**5. INFORMATION ITEMS**

- 47 (k) Correspondence dated August 28, 2009 from Ministry of Labour regarding "extending presumptive coverage for volunteer and part-time firefighters".  
File: A16
- 49-52 (l) Museums Bayham draft minutes of meeting held August 12, 2009.  
File: C06
- 53-54 (m) Bayham Historical Society draft minutes of meeting held June 11, 2009.  
File: C06
- 55 (n) Notice of Information session being held October 14, 2009 at the St. Thomas Seniors Centre regarding "a collaborative approach to reducing poverty".  
File: A04
- 57-58 (o) News Release dated August 15, 2009 regarding "Rodney Stafford's 3400 km Ride For Tori".  
File: C13
- 59 (p) Correspondence received August 27, 2009 regarding "Restorative Justice Week 2009".  
File: C13
- 61-70 (q) OPP News Releases dated Aug. 26, Sept. 9 & 11, 2009 regarding various incidents.  
File: P17
- 71-74 (r) Correspondence dated August 19, 2009 from AIM PowerGen regarding "Wind Turbines".  
File: D03
- 75-76 (s) Correspondence dated August 26, 2009 from Hydro One regarding "Great Refrigerator Roundup Program".  
File: E06
- 77-80 (t) Elgin St. Thomas Public Health Unit newsletter dated Summer 2009 regarding "Lifestyle Link".  
File: M07
- 81-85 (u) Public Sector Group of Funds (the One Funds) Quarterly Update for 2nd Quarter 2009.  
File: F12

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**5. INFORMATION ITEMS**

- 87 (v) Correspondence dated September 10, 2009 from Charles Beer regarding "Update - Review of the Accessibility of Ontarians with Disabilities Act".  
File: L11
- 89-92 (w) Elgin County Matters newsletter dated September 2009.  
File: A16
- 93-99 (x) Lake Erie Region Source Protection Committee minutes of meeting held August 6, 2009.  
File: E00
- 101-103 (y) Copy of correspondence dated August 18, 2009 from Land Use Council to the Honorable Donna Cansfield regarding "proposed species habitat regulation".  
File: A16
- 105-106 (z) Correspondence dated August 27, 2009 from Community Schools Alliance regarding "Community Schools Alliance Resolution".  
File: A01
- 107 (aa) Correspondence dated September 8, 2009 from Lupus Foundation of Ontario regarding "October is Lupus Awareness Month".  
File: A01
- 109 (ab) Royal Canadian Legion invitation to Mayor and Members of Council regarding "Legion Week".  
File: C13

**6. PLANNING, DEVELOPMENT, RECREATION & TOURISM**

- 111-116 (a) Correspondence dated September 14, 2009 and Report from Norfolk County regarding "Ontario's South Coast Tourism Region".  
File: A16

**7. ROADS, AGRICULTURE & DRAINAGE**

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**7. ROADS, AGRICULTURE & DRAINAGE**

- 117-118 (a) Staff Report PW2009-17 regarding Salt Contract 2009 - 2011.  
File: L04
- 119 (b) Staff Memorandum regarding Glen Erie Line Stabilization Works - Scope and  
Observer(s).  
File: T04
- (c) Discussion regarding traffic concerns and request for Elgin County to install reduced  
speed limit signage along Eden Line (County Rd 44) in the Hamlet of North Hall  
between Hwy 3 and Culloden Road.

**8. PROPERTY, BUILDING & PROTECTIVE SERVICES**

- 121 (a) Building Permit Report for month ending August 31, 2009.  
File: P10
- 123-126 (b) Staff Report P2009-027 regarding Open Air Burning By-law.  
File: P01
- 127-136 (c) Staff Memorandum regarding Eden Community Centre Repairs and Designated  
Substances.  
File: A20
- 137-140 (d) Correspondence from Matthew Redsell regarding "Small residential windmills".  
File: C13

**9. FINANCE, ADMINISTRATION & PERSONNEL**

- 141-155 (a) Cheque Register being Cheque #7066 to Cheque #7161 inclusive, except Cheques  
#7054 and #7127 totaling \$266,939.85 and Payroll Disbursements for the period  
ending Sept. 6, 2009 totaling \$44,050.87. Payroll Disbursements for the period  
ending Aug. 9 & 23, 2009 not available at time of publishing.
- 157-161 (b) Staff Report F2009-38 regarding Water Infrastructure Project.  
File: L04

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**9. FINANCE, ADMINISTRATION & PERSONNEL**

- 163-202 (c) Staff Report F2009-39 regarding Financial Report to September 10, 2009.  
File: F03
- 203-214 (d) Correspondence dated September 2, 2009 from Rural Ontario Municipal Association regarding "changing the term of office from four year to two year for Board of Directors, Chair and Vice-Chairs".  
File: A04
- 215 (e) Correspondence received August 5, 2009 from Jon Krohe requesting permission to hold a wedding ceremony at Memorial Park in Port Burwell September 25, 2010.  
File: C13
- 217-220 (f) Staff Report F2009-37 regarding Infrastructure Stimulus Fund Agreement.  
File: F05
- 221-230 (g) Correspondence dated August 31, 2009 from Long Point Region Conservation Authority regarding "2009 LPRCA Planning and Regulatory User Fees and Permitting Process".  
File: A16
- 231-232 (h) Correspondence and invoice from Town of Aylmer regarding "Doors Open East Elgin".  
File: A04
- 233-235 (i) Staff Report F2009-40 regarding RED and CAF Fund Agreements.  
File: F05
- 237-238 (j) Memorandum C2009-12 regarding Marriage Officiant.  
File: L04
- 239-241 (k) Staff Report C2009-021 regarding Museum Mission & Vision.  
File: A01
- (l) Request for discussion regarding Thames Valley School Bus issues.

**10. ENVIRONMENT**

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**11. COMMITTEE OF THE WHOLE**

- (a) In Camera.
- (b) Closed session minutes of the regular meeting of Council held September 3, 2009.
- (c) Confidential memo regarding litigation or potential litigation.
- (d) Confidential verbal report regarding labour relations.
- (e) Out of Camera.

**12. BY-LAWS**

- 243-288 (a) By-Law 2009-107 A By-Law to authorize the execution of an agreement (Infrastructure Stimulus Fund)
- 289-292 (b) By-Law 2009-108 A By-Law to authorize the execution of a loan agreement (Royal Bank of Canada)
- 293-326 (c) By-law 2009-109 A By-law to authorize the execution of an agreement (Rural Economic Development Program)
- 327 (d) By-Law 2009-110 A By-Law to further amend By-Law 2006-003 (Governance and Structure for the Museums Bayham Board)
- 329 (e) By-Law 2009-111 A By-Law to confirm all actions of Council

**13. ADJOURNMENT**

- (a) Adjournment



**COUNCIL MINUTES**  
**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**9344 Plank Road, Straffordville**  
**September 3, 2009**  
**7:00 p.m.**

The regular meeting of the Council of the Municipality of Bayham was held on Thursday, September 3, 2009 in the Council Chambers. Present were Mayor Lynn Acre, Councillors Mark Taylor, Wayne Casier and Ed Ketchabaw, Administrator Kyle Kruger and Clerk Lynda Millard. Deputy Mayor Cliff Evanitski was absent.

Planning Coordinator / Deputy Clerk Margaret Underhill, Fire Chief / By-Law Enforcement Officer Paul Groeneveld and Chief Building Official / Drainage Superintendent Bill Knifton were in attendance to present their respective reports.

**1. CALL TO ORDER**

Mayor Acre called the meeting to order at 7:00 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF**

None

**3. APPROVAL OF MINUTES AND ADDITION OF AGENDA ITEMS**

- (a) Minutes of the regular meeting of council held August 13, 2009.

2009-434

Moved by Councillor W Casier

Seconded by Councillor E Ketchabaw

**"THAT the minutes of the regular meeting held August 13, 2009 be approved as circulated."**

CARRIED UNANIMOUSLY

- (b) Added Item(s)

There were no items added to the agenda.

**4. DELEGATIONS**

- (a) 7:05 p.m. - Wanda Hoshal regarding Estherville Cemetery

Mrs. Hoshal noted that:

- in two weeks the group will have been keeping its vigil at the Estherville Cemetery for a full year.
- she understood that Mr. T. Csinos had appeared in court for a second time on August 28<sup>th</sup>,
- the cucumber grading station had continued in operation for 28 days. She

suggested that should the maximum fine of \$700,000 not be imposed, next year he will carry on.

- she had not received a written report from staff on the status as requested at the last meeting.
- two years previous Mr. Csinos had demanded Council enforce the municipal property standards by-law.
- the group was not “out to get” Mr. Csinos.
- the cemetery site is larger than the fenced area which markers demonstrate only 3 burials within 17 years.
- the Boundaries Act can be utilized to determine the property lines through an for a \$410 application fee.

Mrs. Hoshal commented that the group had cut back shrubs, cleaned up the site and painted the fence. She suggested survey stakes had been uncovered indicating a loss of 60’ of cemetery property along the road allowance. She encouraged Council to appoint members of the group to an Estherville Cemetery committee, in order for them to be covered by the municipal insurance and to permit the group on site to watch for more markers when the contractor is conducting the stabilization project for the County of Elgin next year.

Mrs. Hoshal was advised there was no new information and a written report had not been requested by Council.

Mrs. Hoshal introduced Mr. Basil Nevill who spoke about his experiences upon being hired about 50 years previous by the Township of Bayham to remove trees and spray weeds and brush along the road allowances and cemetery fence lines. He remembered gravesites as being outside the currently fenced Estherville area. He noted his disappointment in the lack of care afforded cemeteries at that time.

- (b) 7:43 p.m. - Jan Collins and John Pedersen regarding property issues. (delayed due to previous delegation)

Mr. Pederson asked why he was now receiving a tax bill for previously unassessed property he had purchased.

It was suggested that although the property was divided by the road, it had been previously assessed with the property across from it. When it was surveyed, legally separated and purchased, it became a parcel on its own and hence a separate assessment and tax notice. It was suggested that discussion with MPAC regarding the assessment amount or an appeal be undertaken by the owners to have the value reduced for the 2010 tax year.

Additional comments from the floor were received.

**5. INFORMATION ITEMS**

- (a) Verbal update regarding Estherville Cemetery.
- (b) Copy of resolution passed August 4, 2009 from Township of Madawaska Valley regarding Home Care Service and additional Personal Support Workers.  
File: C10
- (c) Notice of workshop for community leaders in Ontario interested in learning about starting and strengthening community gardens in their municipalities being held October 6, 2009 in London.  
File: A04
- (d) Correspondence dated August 12 and 14, 2009 from Association of Municipalities of Ontario regarding "AMO Welcomes Court Decision on Bank Tower Assessment" and "Waste Electronics and Electrical Equipment (WEEE)".  
File: A16
- (e) Correspondence dated August 13, 2009 from Joy Russell regarding "Hospital Closure in Fort Erie".  
File: C13
- (f) Long Point Region Conservation Authority minutes of Board of Directors Meeting held July 8, 2009.  
File: A16
- (g) Lake Erie Source Protection Region Water Services Technical Group minutes of meeting held July 23, 2009.  
File: E00  
2009-435  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT information items 5(a) through 5(g) be received for information."**

CARRIED UNANIMOUSLY

**6. PLANNING, DEVELOPMENT, RECREATION & TOURISM**

- (a) Staff Report D2009-36 regarding Teichroeb Consent Applications E50/09 E51/09.  
File: D10.09 TEICHROEB

2009-436

Moved by Councillor E Ketchabaw

Seconded by Councillor W Casier

**“THAT Staff Report D2009-36 regarding Consent Applications E50/09 and E51/09 Teichroeb be received;**

**AND THAT Council recommends to the Elgin County Land Division Committee that severance applications E50/09 and E51/09, submitted by Sara and Cornelius Teichroeb, be approved subject to conditions:**

- 1. \$500 cash-in-lieu of parkland dedication fee for each created lot**
- 2. water quantity testing report for each lot meeting the Provincial standards**
- 3. water quality testing report for nitrates and bacteria content for each lot meeting the Provincial standards**
- 4. municipal lot assessment on each created lot**
- 5. lot grading plan**
- 6. copy of the final survey**

*Councillor Taylor noted his opposition to decisions made based on assessment mapping not necessarily being correct and requested a recorded vote.*

**In Favour**

***Mayor Acre***

***Councillor Casier***

***Councillor Ketchabaw***

**Opposed**

***Councillor Taylor***

Motion Carried on a recorded vote of 3 to 1 in favour

**7. ROADS, AGRICULTURE & DRAINAGE**

- (a) Staff Report PW2009-16 regarding Half Ton Tender.

File: F18

2009-437

Moved by Councillor W Casier

Seconded by Councillor E Ketchabaw

**"THAT Staff Report PW2009-16 regarding Half Ton Tender be received; AND THAT staff be authorized to acquire the 2007 Dodge pickup from Cain Auto Sales and Service as quoted on August 19, 2009".**

CARRIED UNANIMOUSLY

- (b) Correspondence and Notice of Drainage Works dated July 7, 2009 from Norfolk County regarding "Winter Drain". (Deputy Mayor appointed at last meeting, however due to conflict alternate to be appointed)  
File: E09

2009-438

Moved by Councillor E Ketchabaw

Seconded by Councillor W Casier

**"THAT Notice of Drainage Works from Norfolk County regarding "Winter Drain" be received;**

**AND THAT Mathew Schafer be appointed to the joint Court of Revision tentatively scheduled for Wednesday, September 16, 2009 at 9:30 a.m."**

CARRIED UNANIMOUSLY

#### **8. PROPERTY, BUILDING & PROTECTIVE SERVICES**

- (a) Request from Councillor Taylor to discuss the boundaries of Estherville Cemetery.

Staff were requested to seek details under the Boundaries Act.

- (b) Draft By-law 2009-101 regarding MNR Staff as By-law Enforcement Officers.

2009-439

Moved by Councillor W Casier

Seconded by Councillor E Ketchabaw

**"THAT By-Law 2009-101 be presented to Council for enactment."**

CARRIED UNANIMOUSLY

- (c) Staff Report P2009-029 regarding Fire Master Plan RFP.

File: P16

2009-440

Moved by Councillor E Ketchabaw

Seconded by Councillor W Casier

**"THAT Staff Report P2009-029 regarding Fire Master Plan RFP be received;**

**AND THAT By-Law 2009-102, authorizing the Mayor and Clerk to enter**

**into an agreement with Peter Corfield and Associates to develop a Fire Master Plan, at a cost of \$10,845, as per proposal dated July 24, 2009, subject to provision of a certificate of insurance and clearance certificate from WSIB, be presented to Council for enactment."**

CARRIED UNANIMOUSLY

- (d) Staff Report H2009-009 regarding Municipal Health and Safety Policy.  
File: A09  
2009-441  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT Staff Report H2009-009 regarding Municipal Health and Safety Policy be received;**

**AND THAT the Council of the Municipality of Bayham approves the Health and Safety Policy Statement as presented."**

CARRIED UNANIMOUSLY

**9. FINANCE, ADMINISTRATION & PERSONNEL**

- (a) Cheque Register being Cheques #6954 to Cheque #7065 inclusive, except Cheque #6961 totaling \$554,103.69. Payroll Disbursements not available at this time.  
2009-442  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT Cheque Register being Cheques #6954 to Cheque #7065 inclusive, except Cheque #6961 totaling \$554,103.69 be approved."**

CARRIED UNANIMOUSLY

- (b) Staff Report F2009-37 regarding Sewer Project Loan.  
File: L04  
2009-443  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT Staff Report F2009-37 regarding Sewer Project Loan be received;**

**AND THAT By-Law 2009-103 being a By-Law to authorize the execution of an agreement between the Municipality of Bayham and Canadian Imperial Bank of Commerce be presented to Council for enactment."**

CARRIED UNANIMOUSLY

- (c) Staff Report C2009-018 regarding Infrastructure Needs Studies.  
File: D02  
2009-444  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT Staff Report C2009-018 regarding Infrastructure Needs Studies be received;**

**AND THAT the implementation plan for municipal infrastructure needs studies be adopted as follows:**

<u>Service Area</u>	<u>Dates</u>	<u>Provider</u>	<u>Estimated Budget</u>
Buildings	2010	Engineer	\$ 17,000
Rolling Stock	2010	In-house	\$ -
Roads	2011	Engineer	\$ 25,000
Bridges and Culverts	2011	In-house	\$ -
Storm Sewers	2012	Engineer	\$ 20,000
Sidewalks	2012	In-house	\$ -
Sanitary Sewers	2012	In-house	\$ -
Water	2013	In-house	\$ -
Street Lights	2013	In-house	\$ -
IT/Parks Equipment	on-going	In-house	\$ -."

CARRIED UNANIMOUSLY

- (d) Staff Report PR2009-16 regarding East Pier Repairs and Budget.  
File: L14  
2009-445  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT Staff Report PR2009-16 regarding East Pier Repairs and Budget be received;**

**AND THAT staff be authorized to retain CJDL Consulting Engineers to evaluate the east pier and to make recommendations for maintenance / repairs at an estimated cost of \$20,000, subject to provision of a certificate of insurance and a clearance certificate from WSIB."**

CARRIED UNANIMOUSLY

- (e) Staff Report C2009-17 regarding Siltation Study - Port Burwell Harbour.  
File: D06  
2009-446  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT Staff Report C2009-17 regarding Siltation Study - Port Burwell Harbour be received;**

**AND THAT Shoreplan Engineering be retained to conduct a Siltation Study for the Port Burwell harbour area, as outlined in their proposal dated May 5, 2009, subject to cost sharing on a 50/50 basis with Small Craft Harbours at the quoted cost of \$24,500 subject to provision of a certificate of insurance and a clearance certificate from WSIB."**

CARRIED UNANIMOUSLY

- (f) Staff Report C2009-019 regarding Bayham Community Centre Rental.  
File: C13 / A01  
2009-447  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT Staff Report C2009-019 regarding Bayham Community Centre Rental be received;**

**AND THAT By-Laws 2009-104, being a by-law to further amend rates and fees By-Law 2005-102 and 2009-105, being a by-law to amend the Janitorial Agreement with Ramona Peidl respectively, be presented to Council for enactment."**

CARRIED UNANIMOUSLY

- (g) Staff Report regarding Museum and Technology Fund.

File: F11  
2009-448  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT Staff Report C2009-020 regarding Museums & Technology Fund be received;**

**AND THAT Council directs staff to take the necessary steps to prepare and submit an application to the Ministry of Culture under the Museums & Technology Fund, including arrangements necessary for partnering with the appropriate organizations, up to a maximum total cost of \$100,000."**

CARRIED UNANIMOUSLY

**10. ENVIRONMENT**

**11. COMMITTEE OF THE WHOLE**

- (a) In Camera.  
2009-449  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT the Council do now rise to enter into an "In Camera" Session of Committee of the Whole at 9:16 p.m. to discuss:**

- **litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board."**

CARRIED UNANIMOUSLY

- (b) Closed session minutes of the regular meeting of Council held August 13, 2009.  
(c) Confidential Memorandum regarding potential litigation.  
(d) Out of Camera.

2009-450  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT the Committee of the Whole do now rise from the "In Camera" session at 9:35 p.m."**

CARRIED UNANIMOUSLY

**12. BY-LAWS**

- (a) By-Law 2009-101 A By-Law to Repeal amended By-Law 2007-059 (MNR Staff)
- (b) By-Law 2009-102 A By-Law to authorize the execution of an agreement (Corfield)
- (c) By-Law 2009-103 A By-Law to authorize the execution of an agreement (CIBC)
- (d) By-Law 2009-104 A By-Law to further amend By-Law 2005-102 (Rates and Fees)
- (e) By-Law 2009-105 A By-Law to amend By-Law 2009-025 (Peidl Agreement) 2009-451  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT By-Laws 2009-101, 2009-102, 2009-103, 2009-104 and 2009-105 be read a first, second and third time and finally passed."**

CARRIED UNANIMOUSLY

- (f) By-Law 2009-106 A By-Law to confirm all actions of Council 2009-452  
Moved by Councillor E Ketchabaw  
Seconded by Councillor W Casier

**"THAT confirming By-Law 2009-106 be read a first, second and third time and finally passed."**

CARRIED UNANIMOUSLY

**13. ADJOURNMENT**

- (a) Adjournment 2009-453  
Moved by Councillor W Casier  
Seconded by Councillor E Ketchabaw

**"THAT the Council meeting be adjourned at 9:36 p.m."**

CARRIED UNANIMOUSLY

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK





5  
C10

The Corporation of The  
**Town of Amherstburg**

**Pamela Malott**  
Chief Administrative Officer  
[pmalott@amherstburg.ca](mailto:pmalott@amherstburg.ca)

August 31st, 2009

Attention: Clerk's Department

**RE: MPAC Evaluation of Solar Energy Development**

Pleased be advised of the following motion of the Council of the Town of Amherstburg on Monday July 27<sup>th</sup>, 2009:

WHEREAS the Province established the Renewable Energy Standard Offer Program (RESOP) and subsequently, the Green Energy and Green Economy Act to promote the development of wind, water, solar and biomass power projects; and

WHEAREAS the Province committed to a balanced and sustainable property assessment system for the renewable energy sector; and

WHEAREAS the Province committed to consult with municipalities, the Municipal Property Assessment Corporation (MPAC) and the energy generation sector to ensure that the property tax treatment of renewable energy facilities remains fair and consistent, promoting the development of green energy; and

WHEREAS the Solar Industry offers unique, clean energy technology to Ontario; and

WHEREAS the Ontario market for solar energy is at an early stage of maturity with very little operating solar capacity which warrants a fair approach to Property Assessment to foster wider adoption of this proven technology; and

WHEREAS the current valuation method is unfair and burdensome in that the entire property area of the development is assessed at a Full Industrial Rate;

THEREFORE BE IT RESOLVED that we, The Council of the Town of Amherstburg, appeal to the Province of Ontario, Ministry of Finance, to continue consultations with Municipalities and the Solar Industry to reach a fair and equitable property assessment valuation method; and

Website: [www.amherstburg.ca](http://www.amherstburg.ca)  
271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5  
Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519) 736-9860

FURTHER, that until such agreement is reached that assessment be derived by totaling the area of all solar panels in a project to determine PV surface area; and that the PV coverage area (approximately 20%) be assessed at a full Industrial Rate and the balance of the area at a Vacant Industrial land rate; and

BE IT FURTHER RESOLVED that we, The Council of the Town of Amherstburg, request that AMO lobby the Province of Ontario on our behalf and that a copy of this resolution be sent to Bruce Crozier MP, Dwight Duncan, Minister of Finance and all Municipalities in Ontario requesting their support.

Sincerely,



**Pamela Malott**  
**Chief Administrative Officer**

Cc: Bruce Crozier, MPP  
Dwight Duncan, Minister of Finance  
AMO Association of Municipalities of Ontario



The Corporation of the Town of  
New Tecumseth

Mailing Address:  
P.O. Box 910  
Alliston, Ontario  
L9R 1A1

ADMINISTRATION DEPARTMENT  
Administration Centre  
10 Wellington St. E.  
Alliston, Ontario

Web Address: [www.town.newtecumseth.on.ca](http://www.town.newtecumseth.on.ca)  
Email: [clerk@town.newtecumseth.on.ca](mailto:clerk@town.newtecumseth.on.ca)  
Phone: (705) 435-6219 or (905) 729-0057  
Fax: (705) 435-2873

August 12, 2009

TO: The Honourable Dalton McGuinty, Premier  
The Honourable Dwight Duncan, Minister of Finance  
The Honourable Jim Watson, Minister of Municipal Affairs & Housing  
All Ontario Municipalities

SUBJECT: HARMONIZATION OF TAXES

Please be advised that Council for the Town of New Tecumseth passed the following resolution on July 13, 2009 and is seeking support from all Ontario Municipalities:

**WHEREAS the Province of Ontario has proposed to harmonize the Goods and Services Tax with the Provincial Sales Tax effective July 1, 2010;**

**AND WHEREAS considerable concern has been raised by residents and businesses over the negative financial impacts that will occur as a result;**

**AND WHEREAS the Province of Ontario has considered amendments to the proposal and has further made changes to the original proposal;**

**THEREFORE BE IT RESOLVED that the Council of the Town of New Tecumseth advise the provincial government of its concern that efforts be made to minimize the financial impact and additional tax on taxpayers and businesses;**

**AND FURTHER BE IT RESOLVED that the provincial government be requested to consider that the GST and PST harmonization not include any items, goods or services that are currently subject to only one of the taxes not be subject to the other, so that no new taxation is created;**

**AND FURTHER BE IT RESOLVED that this resolution be forwarded to all Ontario Municipalities for their consideration and support.**

Thank you for your consideration.

Yours truly,

Clerk/Manager of Administration & Economic Development

cc: Mayor and Members of Council





200 University Ave, Suite 801  
 Toronto, ON M5H 3C6  
 Tel.: (416) 971-9856 | Fax: (416) 971-6191  
 E-mail: amo@amo.on.ca

5  
A01  
**ALERT**

## MEMBER COMMUNICATION

ALERT N°: 09/060

*To the attention of the Clerk and Council*  
 August 12, 2009

**FOR MORE INFORMATION CONTACT:**  
 Matthew Wilson, AMO Senior Policy Advisor  
 (416) 971-9856 ext 323

### AMO Welcomes Court Decision on Bank Tower Assessment

**Issue:** On August 11, 2009, the Divisional Court released its unanimous decision regarding the Toronto Bank Towers. The Court found that the Assessment Review Board's interpretation of "current value" and "fee simple if unencumbered" is wrong in law.

**Background:**

The Court's decision upholds the Municipal Property Assessment Corporation's (MPAC) longstanding practice of including a tenant's leasehold improvements in determining office tower property values. Given the province wide implications of this decision, the municipalities of Atikokan, Brant, Ear Falls, Goderich, Lambton, Lincoln, Ottawa, Quinte West, Red Lake, Sarnia, South Bruce Peninsula, and Windsor were intervenors in the case.

In 2008, MPAC and the City of Toronto sought leave to appeal the interim decision of the Assessment Review Board on the City of Toronto Bank Tower ruling. On November 14, 2008, the Divisional Court granted leave to appeal the decision of the Assessment Review Board. In response to an appeal by the bank tower owners, yesterday's second Divisional Court decision.

The Court found the Board's determination that required buildings to be assessed as vacant, undermines the purpose of assessment. In reaching this conclusion, the Court states that, "to value these Bank Towers on the basis that they are vacant, when all (parties) agree that that is an entirely hypothetical scenario, is to significantly undervalue them compared to other real property...". The Court concluded that the Board's, "interpretation does not promote the legislative purpose".

If the Board's decision had been upheld, it would have significant implications for municipal assessment bases across the province. After the first Board decision, AMO wrote to the Minister of Finance urging that the government clarify assessment practices. Although a positive development at this time, a further appeal of this decision by those representing the bank towers is possible within the next 15 days.

**Action:** For your information.

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*



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Tel.: (416) 971-9856 | Fax: (416) 971-6191  
E-mail: amo@amo.on.ca

FYI

## MEMBER COMMUNICATION

FYI N°: 09-113

To the attention of the Clerk and Council  
August 31, 2009

FOR MORE INFORMATION CONTACT:  
Craig Reid, Senior Policy Advisor  
(416) 971-9856 ext 334

### Survey on Active Transportation Policy in Ontario

**Issue:** Municipal Input requested - Survey on Active Transportation Policy in Ontario

**Background:**

The Share the Road Cycling Coalition, a non-profit group focused on cycling and active transportation policy in Ontario, is conducting a brief online survey of experts in the fields of municipal affairs, planning, active transportation, advocacy, law enforcement, and economic development.

They are seeking the input of municipalities on topics that will help Share the Road to develop an active transportation public policy framework for the provincial government.

Ontario does not have a defined public policy framework for cycling and this survey seeks feedback from municipalities in order to define possible areas for involvement by the province. The results of this survey will be used to present options to the provincial government, and to frame discussions at the upcoming Ontario Bike Summit in Waterloo, September 21-22 where a number of municipalities will be represented. The Bike Summit will also have presentations by international and Canadian speakers on active transportation and workshops related to best practices in cycling and active transportation master planning.

The survey is being conducted on behalf of Share the Road by the national research firm Strategic Communications, Inc.

Municipalities will be receiving an e-mail regarding the survey in the next few days. Individual responses will be kept confidential.

For more information on The Share the Road Cycling Coalition or the Ontario Bike Summit in Waterloo, September 21-22, 2009, please visit: <http://www.sharetheroad.ca/>.

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*



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Tel.: (416) 971-9856 | Fax: (416) 971-6191  
E-mail: amo@amo.on.ca

## MEMBER COMMUNICATION

ALERT N°: 09/063

*To the attention of the Clerk and Council*  
September 3, 2009

FOR MORE INFORMATION CONTACT:  
Craig Reid , AMO Senior Policy Advisor  
(416) 971-9856 ext 334

# ALERT

### Funding for Broadband in Rural and Northern Ontario Available

**Issue:** The federal and provincial funding programs for rural and northern broadband development are open for applications until October 23, 2009.

**Background:**

The federal government's **Broadband Canada: Connecting Rural Canadians** and the provincial government's **Building Broadband in Rural and Northern Ontario** have begun accepting funding applications. The application period is open until **4:00 p.m. EST, October 23, 2009**.

Established as part of the federal stimulus package, the Broadband Canada program provides \$225 million for projects which help to bring broadband connectivity to unserved and underserved areas. The program will provide up to 50 per cent of the eligible costs for successful broadband projects.

The Government of Ontario's Building Broadband in Rural and Northern Ontario program has committed \$32.75 million for Ontario projects approved under the federal Broadband Canada program. Successful Broadband Canada projects can have up to one-third of the eligible project costs funded by the Ontario government.

Applications are required for both programs.

Eligible applicants include: private sector companies, consortiums, not-for-profit organizations, municipalities, First Nations communities and provincial/territorial entities that can build and operate broadband infrastructure.

The Building Broadband in Rural and Northern Ontario program is separate from Ontario's Rural Connections program.

**For further information, please see:**

Building Broadband in Rural and Northern Ontario -  
<http://www.omafra.gov.on.ca/english/rural/bbrno/index.htm>



Broadband Canada: Connecting Rural Canadians -  
<http://www.ic.gc.ca/eic/site/719.nsf/eng/home>

Or contact the Ontario Ministry of Agriculture, Food and Rural Affairs Rural Community  
Development Branch at: 1-888-588-4111 or [BuildingBroadband@ontario.ca](mailto:BuildingBroadband@ontario.ca)

**Action:**

AMO will continue to keep members informed of infrastructure developments.

**ALERT**

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*



200 University Ave, Suite 801  
Toronto, ON M5H 3C6  
Tel.: (416) 971-9856 | Fax: (416) 971-6191  
E-mail: amo@amo.on.ca

FYI

## MEMBER COMMUNICATION

FYI N°: 09-114

To the attention of the Clerk and Council  
September 10, 2009

FOR MORE INFORMATION CONTACT:  
Milena Avramovic, Senior Policy Advisor  
(416) 971-9856 ext 342

### Continuous Improvement Fund (CIF)

**Issue:**

The Continuous Improvement fund (CIF) has \$13.5 million available to invest in 2009.

**Background:**

The Continuous Improvement Fund (CIF) provides grants and loans to municipalities to execute projects that will increase the efficiency of municipal Blue Box recycling and help boost system effectiveness. The CIF started up in January 2008 and has a three year mandate to direct funding support to projects that will:

- identify and implement best practices;
- examine and test emerging technologies;
- employ innovative solutions to increase blue box materials marketed; and
- promote gains in cost-effectiveness that can be implemented province-wide.

The CIF has issued their 1<sup>st</sup> edition of the Continuous Improvement Fund's e-newsletter which is attached for your viewing. This newsletter provides information on projects that CIF has been working on with communities across Ontario. CIF advises that \$13.4 million has been allocated to projects already but there still remains \$13.5 million available to invest in 2009.

CIF is in the process of developing the 2010 Operations Plan and you are encouraged to discuss your ideas with CIF staff who are named in the attached e-newsletter or to discuss them directly with the AMO appointed municipal representatives on the Municipal Industry Policy Committee, who are listed below:

Sherry Arcaro – 705-775-2737 Ext. 317 – [sarcaro@county.peterborough.on.ca](mailto:sarcaro@county.peterborough.on.ca)

Milena Avramovic – 416-971-9856 Ext. 342 – [milena@amo.on.ca](mailto:milena@amo.on.ca)

Craig Bartlett – 906-668-7711 Ext. 3561 – [craig.bartlett@durham.ca](mailto:craig.bartlett@durham.ca)

Linda Churchill (alternate) – 519-883-5100 Ext. 8421 – [clinda@waterloo.on.ca](mailto:clinda@waterloo.on.ca)

Rick Clow – 613-394-6266 – [rick@quinterecycling.org](mailto:rick@quinterecycling.org)

**Action**

FYI

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*







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Toronto, ON M5H 3C6  
Tel.: (416) 971-9856 | Fax: (416) 971-6191  
E-mail: amo@amo.on.ca

## LAS COMMUNICATION

FYI N°: 09-003

To the attention of the Clerk and Council  
September 2, 2009

FOR MORE INFORMATION CONTACT:  
Scott Vokey, LAS Energy Services Coordinator  
(416) 971-9856 ext 357 [svokey@amo.on.ca](mailto:svokey@amo.on.ca)

### New Solar Photovoltaic (PV) Program Now Available to all Ontario Municipalities

Local Authority Services (LAS) is pleased to announce that it has partnered with Essex Energy to offer a turn-key solar photovoltaic program now available to all municipal facilities across the province.

The LAS Solar Photovoltaic Program includes complete project management and deployment that includes solar array design and installation, fulfilling all pertinent grid connection requirements, and completing legal contracts with the Ontario Power Authority (OPA) to purchase the generated power under the Feed-In Tariff (FIT) program for 20 years under very attractive rates.

LAS is offering municipalities three ways in which to participate:

**1. Joint Equity**

(Ownership is shared between 3<sup>rd</sup> party equity providers and host municipality)

**2. Sole Proprietorship**

(Host municipality solely own installation after program managers install and connect to the grid)

**3. Rooftop Lease**

(Host municipality rents available roof space to the program managers who install and operate the panel installation)

Solar PV is the most versatile renewable energy technology because it can be installed in almost any location. A solar PV project uses anywhere from twenty panels to thousands of panels depending on the project's size. The LAS Solar Photovoltaic Program installs solar projects on rooftops that meet the basic criteria to support solar panels.

Municipalities have a wonderful opportunity to leverage current infrastructure projects and funds such as the Federal Gas Tax to invest in energy projects such as this that offer them long-term economic and environmental benefits.

To obtain an Expression of Interest (EOI) Form or to learn more about how your municipality can leverage Ontario's *Green Energy and Green Economy Act* to generate renewable power and much needed additional revenue visit the **Solar Photovoltaic Program** page on the Energy Services Division website

1-1 Local Authority Services Ltd.



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112

TO THE IMMEDIATE ATTENTION OF THE CLERK, COUNCIL AND GREEN TEAM

Attached is an LAS/MFOA Event Reminder:

- Municipal Investment Basics Seminars

Recent sessions in London and Kingston attracted almost 60 attendees!!!

Upcoming sessions scheduled for: Richmond Hill (Sept. 15), Sudbury (Sept. 30), and Thunder Bay (Oct. 14)

About the Event:

This one-day education seminar is perfect for both Elected Officials as well as Municipal Staff involved in finance or senior administration functions. This is a great opportunity to enhance your understanding of the range of investment options available to Ontario municipalities.

Key benefits for elected officials:

- Develop your understanding of the complexities of cash flow management in a municipality
- Share ideas and solutions related to the challenges of managing public money
- Enhance your understanding of investment markets and investment types from both a municipal and a personal perspective
- Learn how to maximize the benefit of every public dollar through the use of appropriate investments

Session topics include:

- Developing a municipal investment policy and a diversified investment portfolio
- Leveraging investments to plan for longer term infrastructure projects
- Review of Money Market, Bond and Equity investment options
- Municipal investment guidelines... and much more!

If you have problems opening the attachment(s) please call AMO at (416) 971-9856.

AMO communications will be broadcast to the municipality's administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff and elected officials as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER

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



*Working for Municipalities*

5 201  
**Heads UP**



keeping members informed.

August 27, 2009

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**PUBLIC REVIEW PERIOD: ACCESSIBLE BUILT ENVIRONMENT STANDARD**

The Ontario government released the initial proposed Accessible Built Environment Standard for a public review period.

Public review period is available until Friday, October 16, 2009.

For further details, please go to <http://www.mcsc.gov.on.ca/mcsc/english/pillars/accessibilityOntario/>

OGRA's response to these documents will be posted on the website and we will continue to keep our members informed.

A summary of the initial standard is available on our website beneath News and Information.

**ONTARIO GOOD ROADS ASSOCIATION**

6355 KENNEDY ROAD, UNIT #2, MISSISSAUGA, ON L5T 2L5  
TEL: 905-795-2555 FAX: 905-795-2660 EMAIL: [info@ogra.org](mailto:info@ogra.org)

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Web: cupe.on.ca E-mail: cupeont@web.net

September 1, 2009

SEP - 1 2009  
A01

To Mayors and Councils,

We are writing to ask that you and your Council endorse a day of recognition for the many people who work providing care to children in your community. Last year a record number of municipalities proclaimed and celebrated this day of appreciation, and it was a great a success.

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and our other labour partners representing child care workers across Ontario are asking that Wednesday October 21, 2009 be proclaimed as **Child Care Worker & Early Childhood Educator Appreciation Day** in accordance with the attached resolution.

Many groups are recognized by way of Municipal Resolution. Such a day allows the community to recognize the work of various groups and to acknowledge the contributions they make in the lives of community members.

Many children, families and communities benefit from the work of child care workers. Child care also contributes to the economic life of communities. Research shows the many economic benefits accrued from affordable, accessible high quality child care. This benefit comes from the number of people employed in the child care industry and because the availability of child care allows parents to work and to contribute to the economic life of society.

Even if your Council does not issue official proclamations, there are many ways for your municipality to participate in and celebrate this special day. In this case, we ask your Council sponsor public announcements, display our posters and distribute pins. Many municipalities also organize events and contests for the day or have Councillors or the Mayor participate in events hosted by child care centres within the municipality. A list of ideas and examples is attached.

We hope that your proclamation of this day of appreciation, or your active support, will encourage and promote a day of community recognition for child care workers. Please fax the attached order to request posters and pins to help you raise awareness and celebrate.

Please advise us of your participation in this day of recognition so that we can acknowledge your community's role in celebrating child care workers across Ontario on October 21<sup>st</sup>. Please direct any correspondence on proclamations and/or celebration activities to the attention of Kathy Johnson, by mail: CUPE, 305 Milner Ave., Suite 800, Scarborough, ON M1B 3V4, or by fax: 416-292-2839.

Thank you for your consideration.

Yours sincerely,

Sid Ryan,  
President, CUPE Ontario

Tracy Saarikoski,  
President, OCBCC

cc: CMSMs/DSSABs

:us/ cope491

**9th Annual Child Care Worker  
& Early Childhood Educator Appreciation Day  
October 21, 2009**

*What Your Community Can Do*

The **Week of the Child** will be celebrated in communities across Canada from October 19 - 23, 2009. As a complement to this exciting week of events, we will be setting aside October 21, 2009 to celebrate **Child Care Worker & Early Childhood Educator Appreciation Day**.

Trained and knowledgeable child care staff is the most important element in quality child care. Studies show that child care providers play a key role in shaping children's social, physical, emotional and cognitive development.

This is a great opportunity for local Governments to recognize and show their appreciation by taking the lead in organizing Child Care Worker & Early Childhood Educator Appreciation Day.

**To help you make the Day visible in your community here are some ways you can participate and examples from local Government sponsored events in previous years:**

- ★ Support the resolution declaring October 21 Child Care Worker & Early Childhood Educator Appreciation Day.
- ★ Visit a child care centre and meet all the important people working hard to provide quality child care and early learning environments, and let them know how important they are in making child care work!
- ★ Distribute buttons and posters – call or e-mail us for your **FREE** materials or fax using the enclosed order form.

**Examples of past local government celebrations:**

- ★ Bought carnations for staff working in child care centres.
- ★ Hosted an appreciation dinner including a motivational guest speaker and also sponsored a full day workshop – all at no cost to front line staff.
- ★ Distributed buttons and posters to all child care centres and treated Child Care Workers and ECE staff to a healthy breakfast. Also displayed posters and promoted Child Care Worker and ECE Appreciation Day at centres during the Week of the Child.
- ★ Had each centre nominate one educator/child care worker to be added to a list of names that were read by the Mayor, along with the resolution.
- ★ Recognized each early childhood educator and child care worker with a long stemmed rose and a chocolate thank you bar. CMSM donated some funding and each individual program chipped in as well.

This is just a short list of activities - there are many things you can do to recognize and celebrate the valuable role child care workers play in the lives of children, families and communities. Please contact the Ontario Coalition for Better Child Care (416-538-0628 x2/toll-free 1-800-594-7514 x2, or email at [andrea@childcareontario.org](mailto:andrea@childcareontario.org)) for further information, posters, buttons and certificates of appreciation.

:us/cope491

# 9<sup>th</sup> Annual Child Care Worker & Early Childhood Educator Appreciation Day

October 21, 2009

## Resolution

**Whereas** thirty six years of research confirms the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

**Whereas** child care promotes the well-being of children and responds to the needs of parents, child care workers and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

**Whereas** recent studies clearly show trained and knowledgeable Early Childhood Educators and child care workers are the most important element in quality child care, and further that good wages and working conditions are associated with higher job satisfaction and morale, lower staff turnover all of which predict higher quality care

**Therefore Be It Resolved** that October 21, 2009 be designated the 9th annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the influence, dedication and commitment of child care workers to children, their families and quality of life of the community.

:us/ cope491



**Child Care Worker and Early Childhood  
Educator Appreciation Day  
October 21, 2009**

Theme "Proud to Work in Early Learning and Child Care"

**Materials Request Form**  
Quantities are limited so please order only what you need!

*Please send the following items:*

#Buttons \_\_\_\_\_ #Posters \_\_\_\_\_

A template Certificate of Appreciation will be automatically sent with each request.

Name: \_\_\_\_\_ Tel.# \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov. \_\_\_\_\_ Postal Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Return this form by October 9 to:

Fax: 416-538-6737

Mail: OCBCC, 489 College St., Suite 206, Toronto, ON M6G 1A5

E-Mail: [info@childcareontario.org](mailto:info@childcareontario.org)

**Ministry of Agriculture,  
Food and Rural Affairs**

**Ministère de l'Agriculture,  
de l'Alimentation et  
des Affaires rurales**

Office of the Deputy Minister  
77 Grenville Street, 11<sup>th</sup> Floor  
Toronto, Ontario M7A 1B3  
Tel: 416 326-3101  
Fax: 416 326-3106

Bureau du sous-ministre  
77, rue Grenville, 11<sup>e</sup> étage  
Toronto (Ontario) M7A 1B3  
Tél.: 416 326-3101  
Télééc.: 416 326-3106



5  
RECEIVED  
SEP - 4 2009  
A16 / MD2

*Please share the enclosed resources with staff members who are responsible for economic development in your municipality.*

Dear Chief Administrative Officer/Clerk/Treasurer:

To recognize and foster the spirit of innovation that thrives in Ontario's agricultural sector, the Ontario government established the Premier's Award for Agri-Food Innovation Excellence in 2006 to reward outstanding agriculture and agri-food innovators. This five-year, \$2.5 million award program encourages the development and recognition of innovations that add value to existing products, create jobs and drive economic growth on our farms and in our rural communities.

Each year, up to 55 regional innovations will be recognized. Regional winners will receive a plaque, a farm-gate sign, various promotional material and \$5,000. The top two innovations will be chosen from among the regional winners to receive either the Minister's Award valued at up to \$50,000, or the Premier's Award valued at up to \$100,000.

The first three years of this program were very successful. More than 550 individuals and businesses applied to the program outlining their ideas, inventions and innovations. With your help, we can generate more applications and make this year even better.

Individuals or groups representing agri-food businesses and organizations are invited to submit applications. To be eligible, at least one of the applicants must be a farmer. The innovation must have been developed and in use on an Ontario farm or in the planning stages of development with a business plan toward implementation within the agriculture and agri-food sector. The innovation must also have potential for use on a broader basis and demonstrate a positive effect on the agricultural industry.

Details on eligibility, innovation categories, assessment criteria, application process and selection process can be found in the enclosed 2009 Application/Nomination Guidebook or at [www.ontario.ca/agrifoodinnovation](http://www.ontario.ca/agrifoodinnovation).

.../2

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2  
Bureau principal du ministère: 1 Stone Road West, Guelph (Ontario) N1G 4Y2

Pick Ontario Freshness  
Cueillez la fraîcheur de l'Ontario



Municipalities  
Page 2

The enclosed materials have been developed to make people aware of the opportunities provided by this award. I ask that you encourage outstanding agriculture and agri-food innovators to submit an application/nomination by the deadline of **5 pm on November 16, 2009**.

Should you require additional resources, please contact the Agricultural Information Contact Centre at 1-877-424-1300 or [ag.info.omafra@ontario.ca](mailto:ag.info.omafra@ontario.ca).

I am also pleased to enclose a copy of a brochure that highlights the winners of the 2008 Premier's Award for Agri-Food Innovation Excellence.

Thank you for your assistance, and I look forward to learning about agri-food innovations in your community.

Sincerely,



George Zegarac  
Deputy Minister

Enclosures

**Ministry  
of the  
Environment**

Office of the Minister

135 St. Clair Ave. West  
12th Floor  
Toronto ON M4V 1P5  
Tel (416) 314-6790  
Fax (416) 314-6748

**Ministère  
de  
l'Environnement**

Bureau du ministre

135, avenue St. Clair ouest  
12<sup>e</sup> étage  
Toronto ON M4V 1P5  
Tél (416) 314-6790  
Télé (416) 314-6748



5  
A18

ENV1283MC-2009-3213

August 24, 2009

Her Worship Lynn Acre  
Mayor  
Municipality of Bayham  
P.O. Box 160, 9344 Plank Road  
Straffordville ON N0J 1Y0



Dear Mayor Acre:

Thank you for your letter of May 25, 2009 with regard to the Council for the Municipality of Bayham's concerns about for setback distances for wind turbines. I apologize for the delay in responding.

On May 14, 2009, the *Green Energy and Green Economy Act, 2009*, was passed in the Ontario Legislature. The Act is groundbreaking in its bold series of coordinated actions that will both enhance economic activity and reduce our impact on our climate. The Act will do this by making it easier to bring renewable energy projects on-line, and by fostering a culture of conservation through initiatives aimed at helping homeowners, governments, schools and industrial employers transition to lower, more efficient energy use.

The province is creating a coordinated approach to approvals for renewable energy projects that will reduce duplication, provide certainty with respect to provincial standards, and ensure transparency and public review as projects proceed. The Ministry of Energy and Infrastructure has designated a Renewable Energy Facilitator for the purpose of facilitating the development of renewable energy projects by offering support and guidance to project proponents.

It is proposed that wind turbines would not be permitted less than 550 metres from the nearest dwelling and this minimum setback would increase with the number and loudness of turbines. This would be measured from the base of the turbine to the point of reception. It is also proposed that there would be setback distances from all roads, railways and property side and rear lot lines.

...2



0761G (03/01)

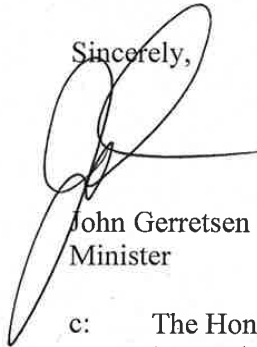
100% Recycled Chlorine Free. Made in Canada

Her Worship Lynn Acre  
Page 2.

The Ministry of the Environment is committed to an open, collaborative process that will lead to requirements for renewable energy projects that are protective of human health and the environment. I would like to assure you that we will take your comments into consideration prior to finalizing our renewable energy approval.

Thank you for bringing the Council of Bayham's comments and concerns to my attention.

Sincerely,



John Gerretsen  
Minister

c: The Honourable Steve Peters  
MPP-Elgin-Middlesex-London

Ministry  
of the  
Environment

Office of the Minister

135 St. Clair Ave. West  
12th Floor  
Toronto ON M4V 1P5  
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l'Environnement

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135, avenue St. Clair ouest  
12<sup>e</sup> étage  
Toronto ON M4V 1P5  
Tél (416) 314-6790  
Télééc (416) 314-6748



ENV1283MC-2009-3484

August 24, 2009

Her Worship Lynn Acre  
Mayor  
Municipality of Bayham  
P.O. Box 160, 9344 Plank Road  
Straffordville ON N0J 1Y0

RECEIVED  
SEP - 3 2009  
A16  
MUNICIPALITY OF BAYHAM

Dear Mayor Acre:

The Honourable Steve Peters, MPP for Elgin-Middlesex-London, forwarded a copy of Mrs. Lynda Millard's letter of June 29, 2009 regarding Bayham's Council resolution supporting the City of London's resolution about the potential economic impacts which may be associated with intra-basin transfers and/or connecting channels on the Regional Water Supply System.

As you may be aware, the Ministry of the Environment (MOE), in conjunction with the Ministry of Natural Resources (MNR), is in the process of implementing the Great Lakes-St. Lawrence River Basin Sustainable Water Resources Agreement. A proposal paper seeking input from the public and stakeholders on measures that will help protect the Great Lakes, including intra-basin transfer requirements, was released on August 5, 2009. The proposed measures outlined in the proposal paper will allow Ontario to play a leadership role in implementing the Agreement and meeting its commitments to the eight U.S. Great Lakes states and Quebec.

In the proposal paper, the province is proposing to include both the upstream and downstream connecting channels in the watershed of each Great Lake, as specified in the Agreement and in the *Safeguarding and Sustaining Ontario's Water Act, 2007*. The City of London's Lake Huron Water Supply pipeline involves an intra-basin transfer, as defined by the Agreement. The proposal paper offers options to approaching intra-basin transfers, including issues relating to meeting the return flow criterion. We are seeking feedback on these proposals and we encourage you to provide comments on the paper. The paper can be found on the Environmental Registry at [www.ebr.gov.on.ca](http://www.ebr.gov.on.ca) under posting #010-6350. I want to assure you that it is not our intention to put the City of London or neighbouring municipalities that are on the same regional water supply system in an economically disadvantaged position.

...2



0761G (03/01)

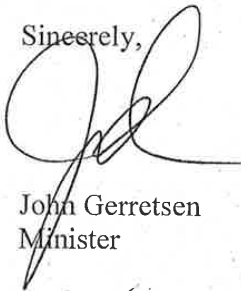
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Her Worship Lynn Acre  
Page 2.

The City of London's Regional Water Supply staff, as members of Agreement Advisory Panel and the Municipal Sector Working Group, have made valuable contributions to implementing the Great lakes-St. Lawrence River Basin Sustainable Water Resources Agreement. We also would like to acknowledge the effort that the Regional Water staff have made in working with the MOE and the MNR on the issue of London's water transfer and in discussions of regulations to implement the Agreement. We look forward to continued communication and collaboration as the province moves towards full implementation of the Agreement.

I trust this information is helpful.

Sincerely,



John Gerretsen  
Minister

c: Mrs. Lynda Millard, CMO  
Clerk, Municipality of Bayham

The Honourable Donna Cansfield  
Minister of Natural Resources

The Honourable Steve Peters, MPP  
Elgin Middlesex- London

Ministry of Labour

Ministère du Travail

Office of the Minister

Bureau du ministre



A16

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AUG 28 2009

Ms. Lynda Millard  
Clerk  
The Municipality of Bayham  
9344 Plank Road  
PO Box 160  
Straffordville, Ontario  
N0J 1Y0

Dear Ms. Millard:

Mr. Steve Peters, MPP for Elgin-Middlesex-London, has forwarded me a copy of your letter regarding the Municipality of Bayham's support for extending presumptive coverage for volunteer and part-time firefighters under the *Workplace Safety and Insurance Act, 1997*. Our government values the hard work and dedication of all firefighters. As the Premier has said, "I don't know that there are words strong or eloquent enough to capture the courage it takes to put oneself in harm's way in order to keep others safe."

As you know, the *Workplace Safety and Insurance Amendment Act (Presumptions for Firefighters), 2007*, was passed on May 3, 2007. The legislation allows for the identification, through regulation, of specific diseases or heart injuries of firefighters that would be presumed to be work-related for workers' compensation purposes, unless the contrary is shown. A regulation containing criteria was established in 2007 for full-time firefighters.

The Ministry of Labour has conducted consultations regarding volunteer and part-time firefighters, and fire investigators. Discussions continue regarding how best to move forward on this issue.

Thank you for writing about this important matter.

Sincerely,

A handwritten signature in black ink that reads "Peter Fonseca".

Peter Fonseca  
Minister

c: Mr. Steve Peters, MPP, Elgin-Middlesex-London



5  
C06

**MUSEUMS BAYHAM**  
**Minutes of Aug.12, 2009 Meeting**  
**Committee Room, Bayham Municipal Office**  
**Straffordville, Ontario**

**Present:** Chair-Bev Hickey, Vice Chair- Chuck Buchanan, Secretary-Mayor Lynn Acre, Ray Maddox, Brian Masschaele, Mat Schafer

**Regrets:** Rosilee Peto, Ron Bradfield, Cheryl Peters, Jean Woon.

1. **CALL TO ORDER:** Chairman called the meeting to order at 7:00 pm
2. **DECLARATION OF PECUNIARY INTEREST:** None
3. **AGENDA:** was approved as presented.
4. **MINUTES:** It was moved by L.Acre and seconded by C.Buchanan that the minutes of the July 8, 2009 meeting be approved as written. Motion Carried.
5. **CORRESPONDENCE:**
  - a) Email message of gratitude from student Bethany Sharpe.

6. **MATTERS OUT OF THE MINUTES:**

- A) **Edison Museum Building Committee:** It was moved by R.Maddox and seconded by B.Masschaele that Museums Bayham supports the resolution by the Edison Museum Building Committee to accept the quote from Breathe Architects to develop preliminary design and outline speculations as depicted in the feasibility study and that a professional fundraiser be retained to raise monies for the construction of the new museum. Motion Carried.
- B) **Great Lakes Car Ferries book:** It was moved by C.Buchanan and seconded by M.Schafer that two books be ordered at \$10 each. Motion Carried.
- C) **Beef Hoist Repairs:** R.Maddox expressed concern with the aesthetic appearance of the repairs. B.Hickey agreed to discuss work with contractor E.Matthews.
- D) **Property Line Clarification:** The chairman has spoken with K.Kruger regarding a request for a property line survey of the Marine Museum. He was advised that if our new neighbours want a survey, they must provide it. If they want us to share in the cost of a new fence, they must request it in writing. However, it was noted that a survey is usually done with any property purchase so it should already be done.

**E) Marine Museum Report:**

**6.E.1) Painting bathroom floor:** It was moved by R.Maddox and seconded by C.Buchanan that the students be directed to paint the bathroom floor blue. Motion Carried.

**6.E.2) New Mirror for Sutherland Display Case:** Recently improvements were made to the structure of the case and the colouring of the display. It was moved by C.Buchanan and seconded by M.Schafer that a new mirror for the display case be purchased at the approx. cost of \$12. Motion Carried.

**6.E.3) Replacement Light Bulbs:** The local hardware store is no longer able to supply the type of bulbs needed. B.Hickey will seek out suitable replacements elsewhere.

**6.E.4) Blue Carpeting:** The removal of the compressors into the display shed has left a good space for our Ashtabula display. Unfortunately the compressors have leaked oil onto the cement floor, which cannot be scrubbed clean. The students have suggested a piece of blue carpeting to cover the spot. It was moved by R.Maddox and seconded by C.Buchanan that B.Hickey be authorized to spend up to \$100 on a piece of blue carpet. Motion Carried.

**6.E.5) Signage for Display Shed:** Since visitors are unaware that there are artefacts stored in the display shed, it was decided that a plaque needs to be placed there describing the artefacts within. It was moved by R.Maddox and seconded by B.Masschaele that B.Hickey be authorized to purchase a plaque for the display shed. Motion Carried.

**6. E.6) Railway Museum Lens offer:** B.Masschaele offered to have curator M.Baker inspect the lens to see if they are appropriate for our collection. *(On Aug. 14, 09 M.Baker determined that the lens were actually street traffic light lens, not railway nor lighthouse lens, and therefore were not appropriate for our collection.)*

**6.E.7) Surplus Electronics:** A list of surplus/broken electronics were identified by the students. R.Maddox volunteered to deliver computer towers to local youth for recycling and to dispose of the remainder.

**6.E.8) Flagpole:** The donated flagpole from the Pt.Burwell cenotaph will replace the existing broken flagpole. Smaller flags will be used to ensure that they don't tear on the crossbeam. Plans have been made for a deeper, more stable base.

**F. Edison Museum Report:**

**6.F.1) Water Stains on Ceiling:** It was moved by M.Schafer and seconded by R.Maddox that E.Matthews be asked to inspect the water stains on the ceiling of the Bayham Historical Society Room, the Invention Room and the upstairs hallway and to quote on cost to repair water damage. Motion Carried.

**6.F.2) Damage to Storage Shed:** R.Maddox reported that the base of the storage shed is being damaged by routine lawn maintenance. Bayham public works department will be notified.

**6.F.3) Gazebo Painting:** The chairman will direct the students to paint the gazebo.

**7. NEW BUSINESS**

**A: Sign re Lou Stewart conservation officer:** B.Hickey has a sign for Mr. Lou Stewart, who was a local conservation officer. He will attempt to local members of the Stewart family to see if they want the sign, if not then it will be offered to the Provincial park and MNR.

**B: Original Bathtub from cross-lake trip:** For many years this item was stored in our Marine Museum. It is presently sitting outdoors on the lawn of Ed Matthews. B.Hickey will approach E.Matthews to see if he would like it stored in the Display Shed with a plaque to describe its local historical significance.

**C: Surplus Compressor:** Since we have had no inquiries regarding the compressor we've advertised across Ontario, members discussed selling it for parts at the Historical Society's Flea Market or for scrap metal. R.Maddox will check with his brother-in-law who deals in antiques.

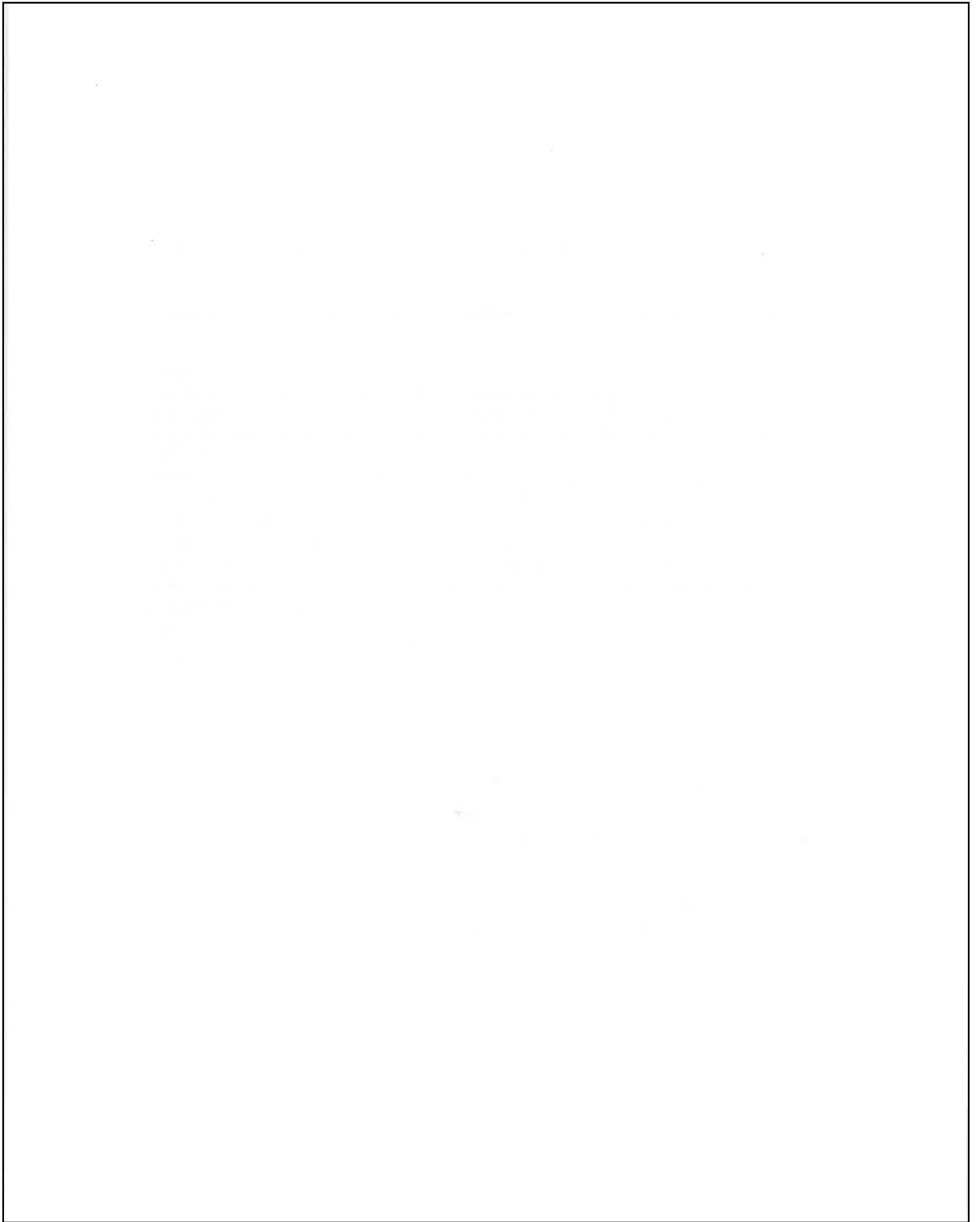
**D: Capital Budget for 2010:** Our treasurer has requested capital budgets for 2010, 2011, 2012. After some brainstorming, it was decided that committee members should visit their museums and make a list of capital projects to be brought to the Sept. committee meeting.

**8. NEXT MEETING:** Wednesday September 9, 2009 at 7:00 pm @ Municipal Office.

**9. ADJOURNMENT:** The chairman adjourned the meeting at 9:15 p.m.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



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006

**BAYHAM HISTORICAL SOCIETY**

**EDISON MUSEUM – VIENNA**

JUNE 11, 2009.

**PRESENT:** , Cheryl Peters, Shirley Brackenbury, Marion Maddox, Ray Maddox, Barb Ouellette, Corky Ouellette, Donna Baldwin, Bill Baldwin, Arvilla Beckett, Harris Teall, Robert Heil, Jeanette Heil, Alex Collins, Bob Graham, Etoile Mc Cann, Sandy Sage, Tom and Dorothy Godby.

**PICNIC:** President Ray Maddox welcomed members & guests at 6:00 P M, Ray said grace and we all enjoyed a pot luck dinner with lots of great food. We enjoyed the singing of Cindy Franklin.

A motion to accept the minutes of May 11, 2009 was made by Corky Ouellette 2<sup>nd</sup>. By Sandra Sage - Motion carried.

**PRESIDENTS REPORT:** Ray has requested an executive meeting be held. Donna Baldwin has offered the use of her home for the meeting set for June 30<sup>th</sup> 2009 at 7:00 PM.

**SECRETARIES REPORT:** Cheryl reported that's she has received a donation from Honor Wassing through Wanda Hoshal. The donation is a large "Bread Basket" that comes from Bayham. Ms. Wassing has some family history on the item.

A motion to accept the bread basket was made by Donna Baldwin, 2<sup>nd</sup>. by Harris Teall. Motion carried.

Donna Baldwin has donated some books to the BHS. A motion was made to accept the books by Corky Ouellette, 2<sup>nd</sup> by Bob Graham. Motion carried.

(Collection, use and care of Historical photographs- Township of Bayham list of Voters 1965- Bayham- 1851 names from census.)

Cheryl will put together the forms for both donations.

**TREASURERS REPORT:** Robert Heil reported as follows.

Checking-----\$2559.39

Lottery -----\$ 128.84

Petty Cash-----\$ 1.09

As of May 31<sup>st</sup>. 2009.

Motion to accept the treasurers report was made by Dorothy Godby, 2<sup>nd</sup>. By Bob Graham.  
Motion carried.

Robert Heil reported that the Municipality of Bayham had turned down his request to use the Bayham logo for the Bayham Historical Society. He has suggessted that we have a contest for school age students to make a logo for the BHS . Robert will put together rules, regulation and ages for the next meeting.

**HARVEST TEA REPORT:** Barb Ouellette reported that there will be a meeting at her home in Eden to discuss details every one is welcome. Sandy Sage has suggested that we move the Tea to the Community of Christ Church near Corinth as many folks travel from here and it is very well known. The church has just undergone renovations and one of the benefits would be complete access without stairs or an elavator, it is wheelchair accesable. The meeting at Barb's will be on June 22, 2009 at 7:00 PM.

**PROGRAM DIRECTOR** : September speaker is Cliff Evanitski who will talk about the Otter Creek Water Shed.

Robert Heil will be our speaker for October he will talk about the Vienna Masons Lodge 237.

**ADVERTISING DIRECTOR:** Donna Baldwin reported that our write-up was in both the Aylmer and Tillsonburg paper and were very nicely covered.

**SOCIAL DIRECTOR:** The refreshments will be done by Cheryl Peters.

**NEXT MEETING:** September 10, 2009 at the Municipality of Bayham Office at 7:30.

Motion to close the meeting was made by Bob Graham and 2<sup>nd</sup>. By Corky Ouellette – Motion carried.

DATE: \_\_\_\_\_

Secretary \_\_\_\_\_

President \_\_\_\_\_

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A04

# Did you know?

In June, over 2,600 individuals in Elgin and St. Thomas were receiving social assistance — over 1,000 of these were children.

In July the unemployment rate in the London area, including Elgin & St. Thomas, was 10.9%. This was one of the highest rates in the country\*.

In real terms, poverty costs every Ontario household between \$2,299 and \$2,895 each year\*.

\* July 2009 — Statistics Canada  
\* The Cost of Poverty. An Analysis of the Economic Cost of Poverty in Ontario, November 2008

By working together, we

## can reduce poverty

in Elgin & St. Thomas

### Join us on Wednesday, October 14<sup>th</sup>

### from 8:30 a.m. to noon at the St. Thomas Seniors Centre,

to learn about how you and your organization can participate in a new community initiative looking at a **collaborative** approach to reducing poverty.

**Special guest speaker:** Hon. Deb Matthews, M.P.P., Minister of Children and Youth Services who will discuss Ontario's Poverty Reduction Strategy and how we can act locally.

*Continental breakfast and light refreshments will be provided. Please R.S.V.P. by Friday, October 2nd to Erin Woolley by email at ewoolley@stthomasunitedway.ca or by phone at 519-631-3171*

*A special thank you to the generosity of our event sponsors:*



A United Way initiative funded through the Ontario Trillium Foundation

THE ONTARIO TRILLIUM FOUNDATION



LA FONDATION TRILLIUM DE L'ONTARIO



United Way of Elgin-St. Thomas





FOR IMMEDIATE RELEASE August 15<sup>th</sup>, 2009

MURDERED CHILD'S DAD CYCLES TO EDMONTON TO RAISE FUNDS/AWARENESS FOR  
'CHILD FIND'

EYE-ZON Inc. Powers Rodney Stafford's 3400 km Ride "For Tori"

Woodstock, ON – After the tragic abduction and murder of 8 year-old Victoria Stafford earlier this year, a long search ensued for her remains, culminating in funeral services for her in late July. Immediately afterwards, Rodney Stafford decided he needed to say goodbye in his own way.

With an ambitious goal of a cross-country bicycle trek from Woodstock, Ontario to Edmonton, Alberta, Rodney has undertaken a trip of some 3400 kilometres through some of Canada's most densely populated – and its most desolate – areas. His purpose – partly to raise awareness for Child Find so that others may be spared the brutal roller-coaster ride that begins with the loss of a child, and "probably never really ends". More central to his mission is his need to say goodbye to Victoria on his own terms. He will cycle to Edmonton, where the bicycle that carries him west will be auctioned for charity, then head to the mountains of Jasper to release a single purple balloon into the sky, in honour of Tori's favourite colour, and in memory of happier times during a family trip to the area a year earlier.

In order to raise the profile of the trip, and make donations as simple as possible, EYE-ZON Inc., a Canadian GPS Location-based Services company, has outfitted Rodney with a small, lightweight personal tracker, and created a web site where it can be viewed. This device allows anyone, anywhere in the world, to visit [www.eye-zon.com](http://www.eye-zon.com) and see Rodney's precise location, his daily or overall progress to date, donate, or even leave notes of encouragement in a simple and easy to use format.

"We caught a news story saying Rodney was attempting this trip", says Richard Worrall, President of EYE-ZON. "We immediately understood that he was going to need some support, and that we could help him raise awareness exponentially if people could feel involved, and track his journey. With the device's emergency "find me" button, and our ability to locate him so precisely, we also knew we could help keep him safe. EYE-ZON's goal is that nothing of value is ever lost; most importantly, our children."

"This technology can get a child home safe", says Rodney Stafford. "They're our future, and we've got to protect them." A member of the EYE-ZON senior team is also currently acting as Rodney's support vehicle through Northern Ontario, and into Manitoba. "Fran Coleman, Huntsville, Ontario Deputy Mayor, issues a challenge to all the Mayors and Councillors from cities and towns along the route to get out and support this cause, and help raise funds & awareness" adds Mr. Stafford. "We had a great reception there in Huntsville, and we're really hoping it just continues to ramp up right across the country. Whether you're a parent or not, kids are everybody's cause."

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'Child Find' is a charitable organization dedicated to the personal safety of all children. For more info contact John Durant, Exec. Dir., Child Find Ontario – (905) 712-3463, or [john@childfindontario.ca](mailto:john@childfindontario.ca)

'EYE-ZON Inc.' is a Canadian-owned technology company focused on the easy and discreet monitoring, protection and tracking of any person, pet, or high-value asset, through its line-up of specialized products and services. For more info contact Richard Worrall at (905) 660-1552, or [rworrall@eye-zon.com](mailto:rworrall@eye-zon.com)

RECEIVED  
AUG 27 2009  
MUNICIPALITY OF DUNDAS



C13

It gives me great pleasure to call upon all Mayors, Reeves, Councillors and community leaders from across Canada to proclaim Restorative Justice Week 2009. The Correctional Service of Canada (CSC) has been an active partner in the restorative justice community for more than a decade and has been proud to provide leadership to the annual celebration since 1996.

Restorative Justice Week 2009 will be held within Canada, and throughout the world, from November 15<sup>th</sup> to November 22<sup>nd</sup>. The theme is “**Communities Responding to Human Needs**”, which focuses on sharing the concrete learning and results that have come from the growing experience of practitioners and stakeholders in the application of a restorative justice approach and processes. In 2008, there were 167 towns and cities across Canada, representing almost 40% of the Canadian population, who proclaimed Restorative Justice Week.

Things you could do as leaders in your community include the following:

- Declare / proclaim Restorative Justice Week 2009. **The following link provides a printable version of a proclamation form:** <http://www.csc-sec.gc.ca/text/rj/rj2009/proc-eng.shtml>;
- Host a town hall meeting to promote an awareness of how restorative justice is expressed in your communities;
- Promote an open, respectful dialogue in an effort to help members of your community deal with issues such as community safety and relationship deterioration caused by conflict, in order to nurture the healing process;
- Challenge your community partners to create a local planning committee for Restorative Justice Week 2009 activities;
- Invite a guest speaker(s) from your community, who is involved in restorative justice, to share their perspectives or contact CSC’s Restorative Justice Division for speakers to come to your event at: [RestorativeJustice@csc-sec.gc.ca](mailto:RestorativeJustice@csc-sec.gc.ca)

Municipal participation in previous years has been a great success and we hope to build on that this year with your support. Please let us know if your city, town or village is planning an event or proclaiming Restorative Justice Week 2009. We would like to recognise your participation in our national report. It would be appreciated if you could fax a copy of the proclamation or the minutes of the meeting declaring/proclaiming Restorative Justice Week 2009. Please include your contact information to the attention of Carol-Anne Grenier at (613) 943-2171.

Sincerely,  
  
Don Head  
Commissioner





ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

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P17  
NEWS RELEASE/  
COMMUNIQUÉ

FROM/DE: ELGIN COUNTY OPP

DATE: 26 Aug, 2009

YOUTH ARRESTED IN SPRINGWATER CONSERVATION CAMPGROUND LURING  
INCIDENT

(ELGIN COUNTY) Last evening the 25<sup>th</sup> of August, 2009 Elgin County OPP Criminal Investigations Unit arrested a 12 year old male, a resident of Central Elgin, in relation to this incident. As a result of the excellent media coverage police received numerous tips from the public. Some information received was critical in the identification and arrest of the youth.

Police began looking for an unidentified 12-14 year old male Sunday afternoon the 23<sup>rd</sup> of August, 2009 after he allegedly lured a 6 year old girl into a washroom at the Springwater Conservation Area Campground and exposed himself. Based on a description of the suspect and his bicycle an extensive search and canvass of the campground and surrounding area was conducted. A media release seeking the public's assistance was also forwarded to media outlets.

"It was through the co-operation with the media and subsequent information obtained that we were able to identify the suspect with such swiftness. We would like to thank the media for their assistance in this investigation. Parents can breathe a sigh of relief and continue to use the Springwater Conservation Area Campground without concern," stated Inspector Ryan Cox, Elgin County OPP Detachment Commander.

The youth has been charged with;

1. Failing to Comply with Conditions of Release contrary to section 145(5.1) of the Criminal Code.
2. Sexual Assault contrary to section 271 of the Criminal Code.

The youth is scheduled to appear in St. Thomas Court on the 26<sup>th</sup> of August, 2009 for a bail hearing.



ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

## NEWS RELEASE/ COMMUNIQUÉ

*Original Release from 24 Aug 09 -POLICE LOOKING FOR SUSPECT IN LURING INCIDENT (ELGIN COUNTY) – Elgin County OPP is looking for the public's assistance in identifying a suspect involved in a luring incident which occurred on the 23<sup>rd</sup> of August, 2009 at the Springwater Conservation Area Campground (West Campground.) Central Elgin. At approximately 1:10pm police received a report that a seven (7) year old girl had been approached by a young male and asked to go into the woods. The seven year old female declined. She was approached again about a half hour later by the same male, she again declined and then reported the incident to her mother who in turn reported it to park staff. Park staff contacted police and while on route to the park, police received a second complaint from park staff. Park staff reported that a second female, this time a six (6) year old had been in the area of the main playground when she was approached and enticed into the female washroom with the promise of candy by the same male involved in the first incident. Once inside the washroom the girl was taken into a stall where the male exposed himself to the female. The male was interrupted by another child entering the washroom looking for the six year old female. He then departed the washroom. Elgin County OPP Detachment members as well as the Elgin County OPP Criminal Investigations Unit canvassed the park as well as conducting an extensive search for the suspect. At the time of the incident the park was very busy with many day use campers, horseshoe tournament, hikers and tenters using the campground.*

*The suspect is described as;*

*White Male*

*Twelve (12) to fourteen (14) years old*

*5'4" to 5'6" tall*

*Skinny Build*

*Short light brown hair*

*Wearing a black t-shirt with white on it, no description of pants/shorts.*

*Wearing a red bike helmet or has red on the helmet.*

*Suspect was riding a bicycle which is described as;*

*BMX Style*

*Green in colour with white lettering on it*

*Stunt pegs on the front and rear wheels.*

*Anyone with information pertaining to this incident is asked to call the Elgin County OPP at 519-631-2920 or Crime Stoppers at 1-800-222-8477*



**ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO**

**NEWS RELEASE/  
COMMUNIQUÉ**

Please visit the OPP 100<sup>th</sup> Anniversary website at [www.opp100.ca](http://www.opp100.ca) for information about upcoming events, updates, images, video and other information relating to the OPP 100th Anniversary.

"Veuillez visiter le site web pour le 100e anniversaire de l'OPP à [www.opp100.ca](http://www.opp100.ca) pour des informations sur les événements prochains, mises à jour, photos, vidéos et autres informations concernant le 100e anniversaire

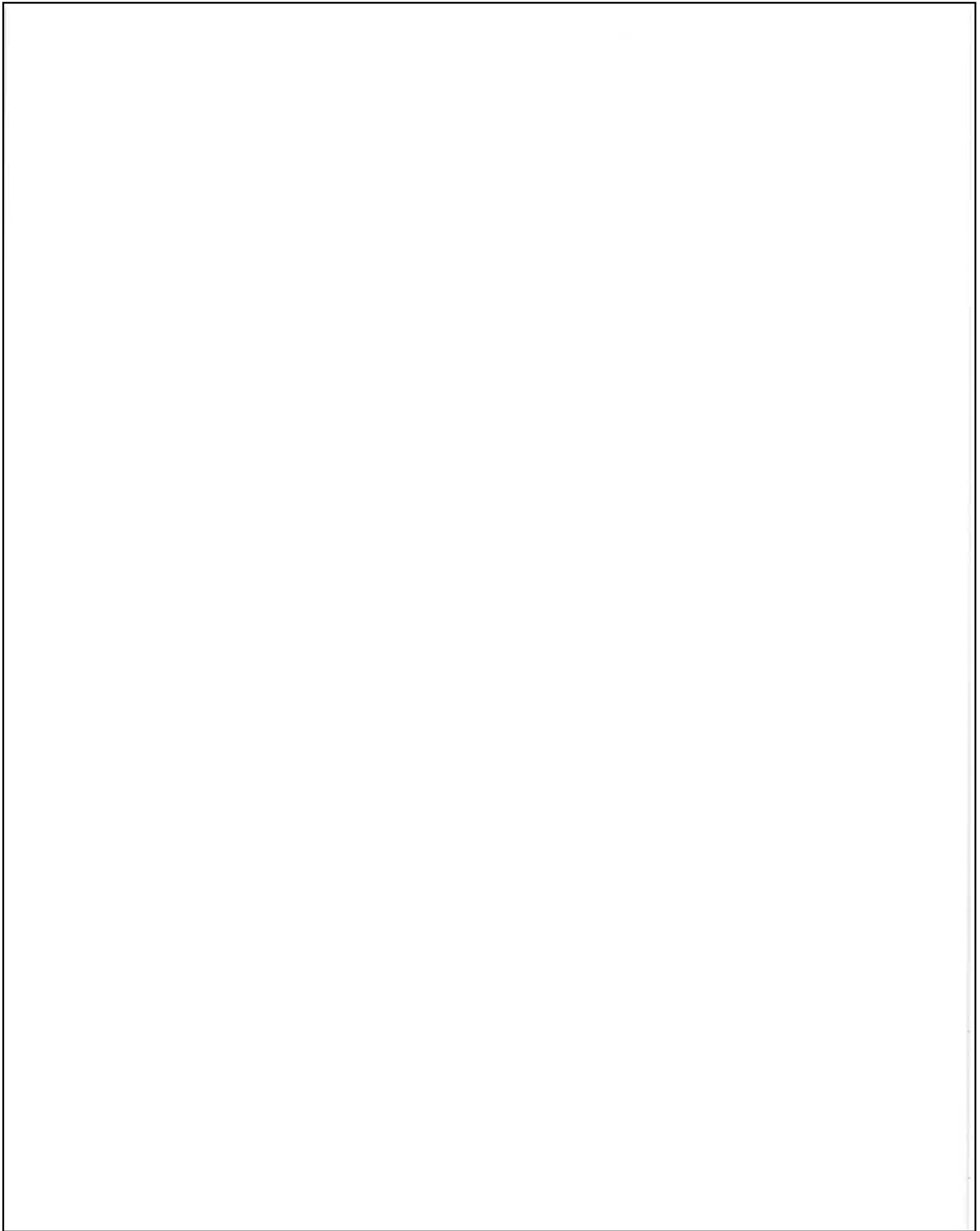
- 30 -

**Contact: Constable Troy Carlson**

**Elgin County OPP Media Relations/Community Services Officer**

**Phone: 519-631-2920**

**Pager: 1-888-808-7195**





5  
ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

NEWS RELEASE/  
COMMUNIQUÉ

P17

FROM/DE: ELGIN COUNTY OPP

DATE:09 Sep, 2009

### JUST ANOTHER WEEKEND

(ELGIN COUNTY) This past Labour Day weekend was pretty much like any other summer weekend in Elgin County. Police did not see a tremendous rise in calls for service and responded to the typical amount of call which is approximately one hundred and fifty.

#### **Brief Summary of Incidents:**

1. Impaired Driving/Over 80 – four incidents resulting in four Impaired Driving/Over 80 charges. One notable incident resulted in a 27 year old London, ON man being arrested and charged with Care and Control of a Motor Vehicle while Over 80 after police observed a parked vehicle and subject urinating at the side of the road. At the time police were on patrol in the area of Springwater Rd and John Wise Line, Malahide Twp around 5:27pm on the 6<sup>th</sup> of September, 2009 when they came across the male and his vehicle. As a result of the investigation the male was arrested and charged with Care and Control of a Motor Vehicle while Impaired and Care and Control while Over 80.
2. Two (2) Break and Enter Incidents. In one incident a garage of a residence on 2<sup>nd</sup> Line, Southwold Twp was entered during the daytime on the 7<sup>th</sup> of September, 2009. Small hand tools and a small amount of alcohol was taken.
3. Three (3) Liquor Licence Act incidents in which one resulted in a 26 year old St. Thomas man being arrested and charge with public intoxication.
4. R.I.D.E. – Total Vehicles Checked =  
05 Sep 09
  - Carlow Rd, Port Stanley, 140 Vehicles checked with two Highway Traffic Act Warnings.
  - Vienna Line and Woodworth Rd, Bayham Twp, 50 vehicles checked with one Highway Traffic Act Warning.
  - Colborne St. Port St. Port Stanley, 56 Vehicles checked resulting in one 3 day drivers licence suspension for a road side reading of between 50 and 100.



ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

NEWS RELEASE/  
COMMUNIQUÉ

06 Sep 09

- Water Tower Line Rd and Turner Rd, Central Elgin , only two vehicle checked as units were called away to a domestic dispute.

07 Sep 09

- Carlow Rd, Port Stanley, 125 Vehicles checked resulting in 3 Highway Traffic Act charges and 3 Highway Traffic Act warnings.

### COMMUNITY POLICING COMMITTEE RETURNS TO BAYHAM

After a few years of inactivity the **BAYHAM COMMUNITY POLICING COMMITTEE** will be starting up again in Bayham this fall. Made up of interested and concerned citizens who work together with our local police service to identify and resolve mutual community policing issues and to ensure a safe and secure community. The committee will consist of a police liaison and a representative group of community volunteers formed to provide consultation on issues identified by the committee, the police or the community itself. The Committee acts as a link or liaison between the police and the community.

Meetings will be held on the first Wednesday of each month. The first meeting will be held on Wednesday October 7 at 7:00pm at the Bayham Municipal Offices. Those interested in participating are asked to contact Doug Lester at 519-874-4477.

Please visit the OPP 100<sup>th</sup> Anniversary website at [www.opp100.ca](http://www.opp100.ca) for information about upcoming events, updates, images, video and other information relating to the OPP 100th Anniversary.

"Veuillez visiter le site web pour le 100e anniversaire de l'OPP à [www.opp100.ca](http://www.opp100.ca) pour des informations sur les événements prochains, mises à jour, photos, vidéos et autres informations concernant le 100e anniversaire

- 30 -

**Contact: Constable Troy Carlson**

**Elgin County OPP Media Relations/Community Services Officer**

**Phone: 519-631-2920**

**Pager: 1-888-808-7195**



ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

P17  
**NEWS RELEASE/  
COMMUNIQUÉ**

**FROM/DE: ELGIN COUNTY OPP**

**DATE: 09 Sep, 2009**

**MEDIA EVENT**

**(ELGIN COUNTY)** ELGIN COUNTY OPP will be unveiling their newest crime prevention tool the Crime Prevention Mobile Message Display Trailer, this Friday the 11<sup>th</sup> of September 2009 at 3:00pm at the Elgin County OPP Detachment.

The trailer mounted display will be used to display Crime Prevention Messages in targeted areas throughout Elgin County in an effort to deter or prevent profit motivated crimes.

"The display was obtained through a grant from the Ministry of the Attorney General – Civil Remedies Grant Program. " Stated Inspector Ryan Cox, Elgin County OPP's Detachment Commander. He went on to state that " The initiative and display will allow us to get specific crime prevention messages out to a targeted areas thereby reducing or detouring particular crimes from happening in that area. It will also hopefully encourage the public to report criminal activities and to be more crime prevention minded."

Members of the media are invited to attend this event.

Elgin County OPP Detachment is located at 42696 John Wise Line, St.Thomas, ON

Please visit the OPP 100<sup>th</sup> Anniversary website at [www.opp100.ca](http://www.opp100.ca) for information about upcoming events, updates, images, video and other information relating to the OPP 100th Anniversary.

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- 30 -

**Contact: Constable Troy Carlson**

**Elgin County OPP Media Relations/Community Services Officer**

**Phone: 519-631-2920**

**Pager: 1-888-808-7195**





ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO

NEWS RELEASE/  
COMMUNIQUÉ

FROM/DE: ELGIN COUNTY OPP

DATE: 11 Sep, 2009

### **DRIVER FLEES SCENE OF COLLISION**

**(ELGIN COUNTY)** – Police had country block cordoned off and contained for nearly three hours yesterday afternoon searching for the driver involved a motor vehicle collision who fled the scene. The incident began on the 10<sup>th</sup> of September, 2009 at approximately 2:08pm when Elgin OPP received report of a motor vehicle collision at Talbot Line just west of Ron McNeil Line, Southwold Twp (just east of Talbotville). It was reported that there was a two vehicle collision and one of the driver's had fled into a near-by cornfield.

At the time of the collision a black Pontiac Sunfire was traveling westbound on Talbot Line reportedly weaving all over the road. The vehicle entered into oncoming traffic, forcing a tractor/trailer onto the shoulder to avoid a collision. As the tractor/trailer began to return to the roadway to avoid going into the ditch, the Pontiac ran into the very rear portion of the trailer, side-swiping it. The tractor/trailer received damage to some of the rear tires, but was able to be driven away from the scene. The driver was uninjured.

The Pontiac spun several times and stopped facing northbound in the westbound lanes. Both of the front airbags deployed. Several witnesses say there was only a lone male driver in the vehicle. The driver exited out of the vehicle via the passenger side door and ran into a cornfield. The Pontiac had significant driver side damage.

The driver is described as being a white male, heavy set, with short brown hair, 5'8", wearing a white t-shirt and light shorts. The male possibly had a head injury. He was reported to be stumbling as he entered into the field.

Police contacted the registered owner of the vehicle who discovered that the vehicle was missing from the property and appeared to have been stolen.

Police conducted an extensive search of the area using K9 and the OPP Emergency Response Team. The driver was not located.



**ONTARIO PROVINCIAL POLICE  
POLICE PROVINCIALE DE L'ONTARIO**

**NEWS RELEASE/  
COMMUNIQUÉ**

Anyone with information regarding this incident is asked to call the Elgin OPP at 519-631-2920 or Crime Stopper at 1-800-222-TIPS (8477)

Please visit the OPP 100<sup>th</sup> Anniversary website at [www.opp100.ca](http://www.opp100.ca) for information about upcoming events, updates, images, video and other information relating to the OPP 100th Anniversary.

"Veuillez visiter le site web pour le 100e anniversaire de l'OPP à [www.opp100.ca](http://www.opp100.ca) pour des informations sur les événements prochains, mises à jour, photos, vidéos et autres informations concernant le 100e anniversaire

- 30 -

**Contact: Constable Troy Carlson**

**Elgin County OPP Media Relations/Community Services Officer**

**Phone: 519-631-2920**

**Pager: 1-888-808-7195**

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D03  
RECEIVED  
AUG 28 2009  
MUNICIPALITY OF DAYHAM

# WIND TURBINES

(ARE SAFE, CLEAN ADDITIONS TO ONTARIO'S ELECTRIC ENERGY SUPPLY)

## DID YOU KNOW THAT

(ANTI – WIND STATEMENTS ARE **WRONG** AND GENERALLY **VERY MISLEADING**)

The following is a response to another anti - wind circulation dated July 2009

- many people who welcomed wind turbines in our neighbourhood are now reporting negative health effects or other discomfort ! **WRONG !**  
WHO ARE THESE "MANY PEOPLE" ... "NOW REPORTING NEGATIVE HEALTH EFFECTS OR OTHER DISCOMFORTS"? Those who have been identified often have preexisting health issues and general negativism. The over whelming response to an areas wind power development is very positive!!  
AND: There are no clinical or epidemiological studies that have found wind turbines cause health problems.
- proper health studies of the effects on people who live near wind – turbines were never done ! **WRONG !**  
WIND TURBINES HAVE BEEN GENERATING CLEAN ELECTRIC POWER IN MOST EUROPEAN COUNTRIES AND THE US FOR OVER FORTY YEARS. Numerous related reports and more recent health and epidemiological studies as well as peer reviewed academic studies have not found a causal linkage between wind turbines and ill health. (This material is available on line – see below). A recent well researched local study done by The Chatham – Kent, Health and Family Services, Public Health Unit, Dr. David Colby ( July 2, 2008) concludes that there are no adverse health effects from turbines. Dr Colby states "...opposition to wind farms on the basis of potential adverse health consequences is not justified by evidence."
- property values near wind - turbines have gone down since they were put into operation! **WRONG !**  
Property values in general have declined in recent years and so have agricultural land prices particularly where there are limitations to crop and land use alternatives. Land values associated with turbines have increased because of the known guaranteed revenue stream. Lands adjacent to turbines are either not affected or have had marginal decline in isolated cases due to market fluctuations or in some very isolated cases were a design issue has been identified. Such known cases have been resolved.
- rotating wind turbine blades do kill birds and bats ! **RIGHT – BUT !**  
Detailed bird studies pre, during and post construction of Erie Shores and adjacent Frogmore , Cultus and Clear Creek (contained in the required Environmental Impact Study for all wind project developments) by Dr. Ross James, past Ornithologist at the Royal Ontario Museum confirms mortality of birds (3 per turbine per year ) and bats ( five per turbine per year) are extraordinarily low when compared to the number of bird and bat deaths from area cats, sprays and poisons, cars and those encountering

glass windows . Area landowners who regularly are on their fields and around the turbines also confirm the insignificant impact the turbines have on such mortality levels. Further, flocks of birds that annually feed on left over field corn, grains etc continue to frequent the fields in and around the turbines.

- **18 properties, 3 kms around Clear Creek, have been listed for sale and are not selling ! WRONG !**  
Records will show that there have also been area properties that have sold when priced according to present market conditions based on realistic area land values and area circumstances. Properties that are over - priced don't sell in any market and certainly not in a depressed market. Area lands that are being eroded by Lake Erie or are subject to unpleasant odors, or traffic noise also will be less likely to sell when there are more acceptable options, competitively priced properties for prospective clients.
- **Efficiency of wind – turbines is only between 5% and 35% ! MISLEADING !**  
If current wind technology was so "inefficient" why is wind power the fastest growing source of electrical energy in the world?
- **Noise levels are determined using a computer model! WRONG !**  
Noise levels from all turbine manufactures are determined by independent testing using a range of extremely sophisticated audio measuring devices under a wide variety of real field situations and certified by government officials. Such tests are conducted by manufactures and testing agencies in real "field situations", laboratories and understandably as in all modern day research, "computer modeling" is utilized.
- **Since January 2009 Ontario has produced too much electricity! WRONG !**  
Ontario produces only the electric power demanded every micro second and consumed by the market. Electric power for home and industry is not stored. There has been a significant reduction in demand this year for electricity because of the cooler summer, the economic slow – down, plant closures and reduced manufacturing. The federal and provincial program to educate the public on energy conservation measures has also contributed to less electric energy consumption. Wind power is "first call power" that when being generated is feed into the Ontario grid to meet the demand at that specific time thus reducing dependency on other electric power production sources such as coal.
- **The Ontario Government recognizes a problem and is now suggesting a setback from residences 550 m (1800 ft) WRONG !**  
There is not a "problem" with the current regulations related to setback when a project is properly designed and constructed. The current regulations as determined by the Ministry Of The Environment (and based on recommendations of the World Health Organization) were generally based on a decibel level the equivalent to the sound you would hear from " a quite refrigerator and you're in your living room". (35 – 40 Dbs) Most TVs or radios are some 60 Db (higher with teen agers) and ambient wind noise around trees and homes on a windy day can be as high as 100 Dbs and higher depending on wind velocity. How about those unregulated motorcycles! Noise levels are established through independent study on the types of turbines being used in a particular project. Because each turbine manufacturer and turbine type has a different noise quotient the setback correspondingly should vary to achieve the desired Db level of 35 – 40 Db. In some projects 300m - 350m - 400m setback from non participating residences is more than sufficient to meet that base noise level. The current proposed single setback regulation form

non participating residences, (participating landowners are not included) of 550m is not based on scientific nor justifiable studies.

- **These wind turbines are not made in Canada, which doesn't create any jobs or help our economy ! WRONG !**

Initially wind turbines used on the first Canadian wind projects were from the world's largest manufacturer in Denmark (VESTAS) and from General Electric Wind (GE) of The United States using Germany designs and engineering. Europe's leadership in research and development has enabled many sub industries to now manufacture various components such as blades (Ontario) and tower components (Quebec and Saskatchewan). AAER Inc. of Bromonte Quebec recently opened a production plant facility to produce wind turbines for the North American market. There are multi millions of dollars of wind industry related investment being made across Canada and most definitely in Ontario! Construction activity and ongoing local project management and support services as well as resulting municipal tax returns and local economic stimulation are real and well known. Don't take our word for it. Speak to any municipal leaders who are familiar with the economic details of their municipality.

- **A foreign company owns and operates the wind turbines ! WRONG !**

AIM PowerGen is a Canadian subsidiary of a British company, Renewable Energy Generation (REG). It recently bought the energy holdings of a Canadian Company, The Probyn Group of Toronto. (Ford of Canada is a US subsidiary and is a major contributor to Ontario's economy as well!) AIM PowerGen operates Frogmore, Cultus and Clear Creek projects in Norfolk County and Mohawk Point in Haldimand County with technical assistance from VESTAS technicians and other support staff who all live locally. Each provincial wind project is different in terms of who "owns it". Erie Shores Wind Farm I is owned by the Canadian division of MacQuarie Power of Australia. The manager and some ten employees daily deal with various support functions and all live in the local area. The largest Ontario wind farm, Melancthon I and II, near Shelbourne Ontario is operated by tech staff in the local area and is owned by Canadian Hydro Developers of Alberta.

- **We, the Ontario taxpayers, are paying for these turbines, while others are reaping the profits! WRONG!**

Ontario taxpayers are only paying a portion of the real costs of their electric power production costs. Look at your Utility Bill and you will see that you are paying some \$.057 per Kw and some \$.067 after a threshold. In addition you are paying fees for provincial and local distribution AND DEBT REDUCTION! That DEBT PAYMENT is intended to pay down the difference between what we in Ontario pay and what is being spent to provide consistent, reliable power to you and fellow Ontarians. The Provincial Government recently cancelled the intended building of a some \$30,000,000,000.00 (30 billion dollar) expansion to Ontario's nuclear power production as it would be on top of the existing some \$25,000,000,000.00 (25 billion dollar) provincial power debt. Wind Power is privately financed (not through the use of Government grants) with many projects being built after a public bidding process that resulted in a fixed per kw price of some \$.09 for earlier projects. Frogmore, Cultus and Clear Creek (in Norfolk County) and other Standard Offer Projects (SOS) in Ontario are at some \$.13 cents. All are very competitive with the real costs of alternative electric power sources in Ontario. Competitive, certainly when compared to the real, much higher costs of coal (including known medical and adverse health costs) and the staggering real

cost of nuclear power construction, operation, reconstruction or demolition after some 20 years. Gas fired electric power production and coal are subject to world market prices and who knows where they will be over say the next 20 years!! Unfortunately there are no more Niagara Falls type water power resources to be tapped.

**!!! It is time to remind our Politicians to protect us !!! WRONG AGAIN !!!**

Our politicians do NOT need to protect us from wind power. Current stipulations are more than enough. Their greater concern has been focused on the elimination of Ontario's COAL fired electric power plants by 2012 in an effort to reduce harmful carbon emissions and reduce the continual risks of CLIMATE CHANGE.

Ontario has established the terms of the GREEN ENERGY ACT so that green sources of power can be used to supplement the electric power needs of Ontario.

**IT IS ALSO WORTH MENTIONING THAT THE DEVELOPMENT OF WIND POWER IS NOW THE FASTEST GROWING SOURCE OF ELECTRIC POWER PRODUCTION - IN THE WORLD!!**

It is reasonable then to assume some people (the world over) have the use of wind power as a supplement to electric energy production - **RIGHT!** Some who are opposed and often know little about the real facts are **VERY VERY WRONG!!**

For more information:

Go to [www.windconcernsontarion.org](http://www.windconcernsontarion.org) and generally get **WRONG** information

OR

Go to [www.aimpowergen.com](http://www.aimpowergen.com) and [www.canwea.ca](http://www.canwea.ca) for peer reviewed **RIGHT** information buy leading authorities

AIM PowerGen: 19 August 2009

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RECEIVED  
SEP - 3 2009  
E06  
MUNICIPALITY OF BAYHAM

August 26, 2009

Mr. Kyle Kruger  
CAO  
Municipality of Bayham  
P.O. Box 160  
9344 Plank Road  
Straffordville, ON N0J 1Y0

Dear Mr. Kruger,

**Re: Great Refrigerator Roundup Program**

Hydro One Networks continues to promote The Great Refrigerator Roundup program as a valuable service and an energy conservation initiative.

Available to residential and farm customers across Ontario, the Great Refrigerator Roundup offers *free in-home pickup* and disposal of older, operating refrigerators and freezers.

All reusable materials from these refrigerators and freezers are recycled (such as the metals and plastic) and a bare minimum is sent to landfill sites. Particular attention is paid to the chemicals used in some refrigerants and insulation that are significant atmospheric pollutants and responsible for ozone depletion and global warming. These are being contained and destroyed in accordance with all government standards and regulations.

Eligible appliances must meet the following criteria.

- Refrigerators and freezers must be in working condition, a minimum of 15 years old, and between 10 and 27 cubic feet in size;
- If at least one of the above items is being picked up, window air conditioners or de-humidifiers that are in working condition and are at least 10 years old can be picked up at the same time.

Customers can arrange appointments either online or by telephone. Detailed program information, and appointment scheduling, can be found through:

- [www.powersaver.ca](http://www.powersaver.ca) (Hydro One Network's energy conservation website), or
- [www.everykilowattcounts.ca/roundup](http://www.everykilowattcounts.ca/roundup) (Ontario Power Authority's program website),
- or calling 1-877-797-9473.

Since the program was launched in July 2007 to the beginning of June 2009, 94 Hydro One customers from your municipality have participated in the Great Refrigerator Roundup program. Overall, nearly 60,000 Hydro One customers have participated in appliance pickup programs so far.

We appreciate your support and want to offer you materials you can use, should you wish to communicate directly with your residents about this program. The following *camera-ready materials are available in electronic format*:

- an advertisement that could be published in municipal resident newsletters, or placed on your website,
- a bill insert that could be included in any upcoming municipal resident mailings (copy attached - English and French artwork available)
- a poster that could be used in municipal offices or other municipally owned buildings, such as arenas, community centres, or libraries
- a design for a billboard or large banner

Please e-mail me at the address below to obtain any of these materials. I look forward to hearing from you.

Thanks again for your support.

Regards,



Ian Campbell  
Program Manager, Conservation  
Hydro One Networks

483 Bay Street, 14<sup>th</sup> Floor  
Toronto, Ontario M5G 2P5  
[Ian.Campbell@hydroone.com](mailto:Ian.Campbell@hydroone.com)

P.S. For information on all Hydro One energy conservation programs please visit  
[www.PowerSaver.ca](http://www.PowerSaver.ca)



# Lifestyle LINK

a newsletter for community partners

Summer 2009



ELGIN ST. THOMAS  
PUBLIC HEALTH

99 Edward St.  
St. Thomas, ON,  
N5P 1Y8

Telephone: 631-9900

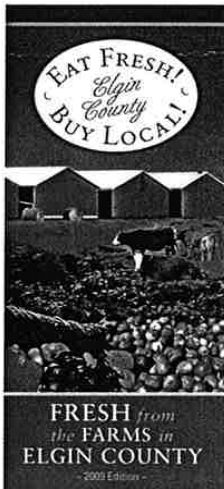
Fax: 633-0468

[www.elginhealth.on.ca](http://www.elginhealth.on.ca)

### Buy Local Food!

It's in season. It's fresh.  
Reduce the carbon footprint by buying locally.  
Keep your money circulating within our community.

Pick up your *Eat Fresh! Buy Local!* map at public health, your local library or tourism office.



FRESH from  
the FARMS in  
ELGIN COUNTY

© 2009 Edition



### Food Trends

The economic situation continues to dominate the news. St. Thomas and Elgin County have certainly felt the effects of this recession. The economic situation impacts many parts of our lives including what we eat.

Different eating trends begin to emerge during tough economic times. Grocery stores tend to thrive at the expense of restaurants. Fast food restaurants tend to sell better over their higher priced counterparts. Home cooking and cheap convenience foods become more popular while organic products and more luxury grocery items may be bought less. Roadside and weekend farmer's markets will continue to draw crowds as they are perceived to be good quality for a better price. Consumers may also prefer to "buy local" supporting their own community.

Bargain hunting can absolutely impact health. Numerous studies have linked obesity and unhealthy eating patterns to lower incomes. In an effort to cut food costs, it is feared that families may buy less fresh fruit, vegetables, whole grains, in favour of cheaper options high in sugar, fat and calories. Recession pounds refers to weight gain resulting from diet changes typical of harder economic times.

According to the results of a recent national study released by the Heart and Stroke Foundation, almost half of Canadians say they are going without fresh, healthy food because it is too expensive. Dr. Beth Abramson, Heart and Stroke Foundation spokeswoman and cardiologist, said this report should serve as a wakeup call. "Healthy eating is in danger of being out of reach for many Canadians, a problem which may only get worse given the current downturn in the economy."

### 9 Good-For-You Menu Foods for Under \$1

OATS – A dollar will buy you many hearty, high fibre breakfasts.

EGGS – Buying a dozen eggs works out to \$0.17 per egg, making them one of the cheapest and most versatile sources of protein.

SWEET POTATOES – Eaten with the skin on, they contain almost half a day's worth of vitamin C, and are a good source of potassium and an excellent source of beta carotene.

NUTS – Full of good-for-you fat, essential fatty acids, vitamin E and protein.

A serving (1/4 cup) of peanuts, walnuts or almonds can cost as little as \$0.16!

BANANAS – Versatile, delicious and cheap. For under a dollar, a bunch of medium bananas can last you through the work week.

BEANS (*black, lima, garbanzo...the varieties are endless*) – Great source of protein, fibre, folate and manganese. Dried beans are less expensive than canned beans but require far more preparation time.

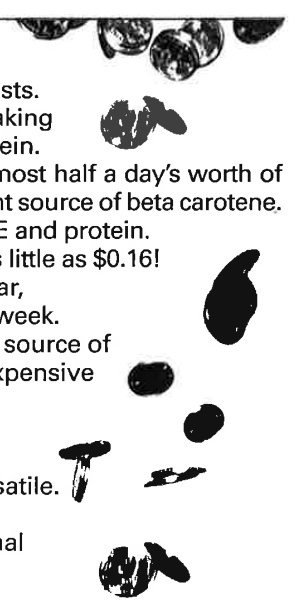
BROCCOLI – Low in calories and cost but a source of calcium, vitamins A and C, potassium, folate and fibre.

TUNA – An inexpensive source of protein, delicious and versatile.

Choose light tuna like 'skipjack'.

PEANUT BUTTER – Just 2 tablespoons replaces the nutritional power of a much more expensive serving of meat.

*All prices are from a local grocery store.*



[www.elginhealth.on.ca](http://www.elginhealth.on.ca)

Look for Beach Postings on our Home Page.

# Wellness **WORKS** ★

## ACTIVE ELGIN

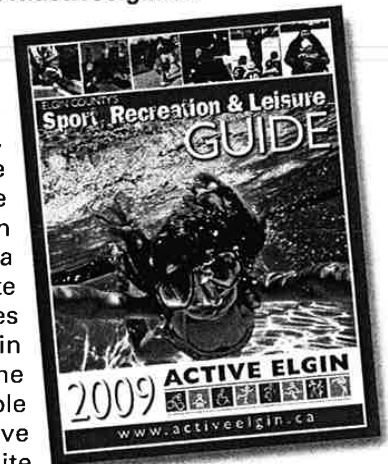


Are you looking for activities and programs to keep your kids busy? Elgin St. Thomas Public Health, City of St. Thomas Parks and Recreation, YWCA of St. Thomas-Elgin, West Elgin Community Health Centre, East Elgin Community Complex, Healthy at Heart Elgin are please to announce Active Elgin. A website and print guide of all sport, recreation and leisure opportunities is available within both the City of St. Thomas and County of Elgin.

The Active Elgin Guide was included in the January 16<sup>th</sup> edition of the Elgin County Market. Guides are also available at local libraries, municipal offices and each

of the partnering organizations. All information is also available at [www.activeelgin.ca](http://www.activeelgin.ca).

Within Elgin County there are hundreds of independent groups that offer sport, recreation and leisure opportunities. The Active Elgin Coalition saw the need for a comprehensive website and guide that includes all ways to be active in the community in the hopes that more people will start being active more often. The site allows you to search by geographical area, by age group, or by program.



### For example: A family in Central Elgin looking for Walking/Hiking programs: ACTIVITIES - 4 activities found (2 of 4)

#### ELGIN HIKING TRAIL CLUB

**Activity Name:** Walking and Hiking Trails  
**Category:** Walking/Hiking  
**Region(s):** **Central** (St. Thomas, Central Elgin, Southwold, Fingal, Port Stanley, Shedden, and Sparta), **East** (Malahide, Bayham, Aylmer, Belmont, Port Bruce, Port Burwell, Springfield, Straffordville, Vienna), **West** (Dutton/Dunwich and West Elgin, West Lorne, Rodney, Wallacetown, and Dutton)  
**Age(s):** All Ages, Family  
**Cost:** Annual membership: \$10 - seniors, \$15 - adult, \$20 - family  
**Details:** We organize more than 60 walks/year that are open to the public, maintain the 41 km Elgin Hiking Trail from Port Stanley to the Elgin Middlesex border at Southdale line, and promote safe hiking.  
**Website:** [www.elginhikingtrail.org](http://www.elginhikingtrail.org)  
**Contact:** Brian Wilsdon, 519-633-3064  
*Contact this organization (sample website link)*  
**Location:** Kettle Creek Conservation Authority, 44015 Ferguson Line, St. Thomas.  
*Click here for map (sample website link)*

#### HAWK CLIFF HAWKWATCH

**Activity Name:** Hawkwatching, birdwatching and walking  
**Category:** Walking/Hiking  
**Region(s):** **Central** (St. Thomas, Central Elgin, Southwold, Fingal, Port Stanley, Shedden, and Sparta)  
**Age(s)** All Ages, Family  
**Cost:** Free  
**Details:** On-site education program about hawks and hawk migration. Hawkwatching, birdwatching and walking along Hawk Cliff Road are some of the activities available. Activities are funded through Hawk Cliff memberships and donations/grants.  
**Website:**  
[www.ezlink.ca/~thebrowns/HawkCliff/index.htm](http://www.ezlink.ca/~thebrowns/HawkCliff/index.htm)

Look for your guide or go online, [www.activeelgin.ca](http://www.activeelgin.ca) to find the wonderful programs that are offered in your community.

Sexual Health Clinics hours have changed. For new times, check [www.elginhealth.on.ca](http://www.elginhealth.on.ca)

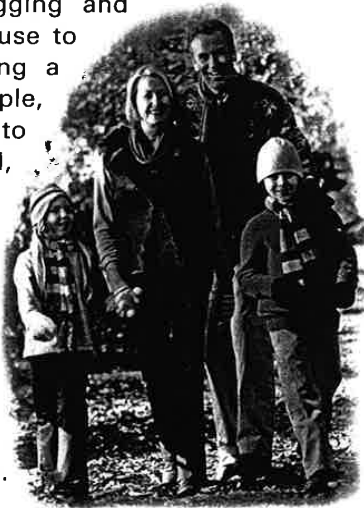
## The Secret is Out: The All-In-One Solution

**Wishes:** Increase activity level to achieve a healthy weight and feel great, save money during hard times, help the environment, be a role model for children, and make your community safer.

### **All-in-one solution:** Active Transportation

Active transportation is any form of activity, such as walking, jogging and cycling that you can use to travel instead of using a vehicle. For example, walking or cycling to work, school, the mall, or a friend's house.

Everyone should try it! You will notice remarkable results in how much better you will look and feel, the money you will save in gas, and the impact you will have on others.



### Did you know?

Canadians average 2000 car trips a year of less than 3 km. These trips can easily be replaced by cycling or walking. In fact, trips of 5 km or less have been repeatedly shown to be quicker by cycling than by driving.

It's important for individuals to make the change to incorporate active transportation into their lives. However, it is also essential for communities, workplaces and schools to help support active transportation. We live in a car-centered society that prevents us from being more active, but if we're all part of the solution then we can make a difference - one trip at a time.

*For more information on how you can incorporate active transportation into your lifestyle, workplace, school or community, contact Darrell Jutzi at Elgin St. Thomas Public Health at 519-631-3159 ext. 249.*

## Choosing Sunscreen

### Words to look for on the label...

**Broad Spectrum Protection** from UVA & UVB rays

**Waterproof**—especially for children

**Oil-free**—for anyone whose skin has a tendency to breakout.

**Sweatproof**—especially for athletes or outdoor workers  
**SPF 30+**—This is a good starting Sun Protection Factor for anyone 18 years or younger, outdoor workers or someone whose interests (sports, gardening, etc.) take them outside regularly.

**Photostabilizer**—An ingredient that helps keeps sunscreen from breaking down in the heat and light.

### Make your sunscreen work for you...

- Apply to any skin not covered by clothes 20 minutes before going outdoors.
- Be generous—a whole handful is recommended per application.
- Don't forget your neck, ears, nose, the backs of your legs and tops of feet.
- Use a lip balm SPF 30 on your lips.
- Re-apply every 2-3 hours, immediately after swimming, or whenever sweating a lot.

### If sunscreen gives you rash...

- Try a hypoallergenic sunscreen that has no perfumes, colours or additives.
- Check the ingredients label for aloe vera. This ingredient lengthens the shelf life of sunscreen. Choose a preparation without aloe vera leaves or juice and try it on a small area of skin to see if you react.
- Ask your pharmacist for advice.

**Skin cancer is the most common cancer in Canada accounting for about one third of all new cancer diagnoses. Change your own odds—skin cancer is very preventable. Protect yourself!**



Worried about H1N1...go to [www.elginhealth.on.ca](http://www.elginhealth.on.ca) for the latest updates.

# NEWS IN BRIEF

## Bountiful harvest? Donate!

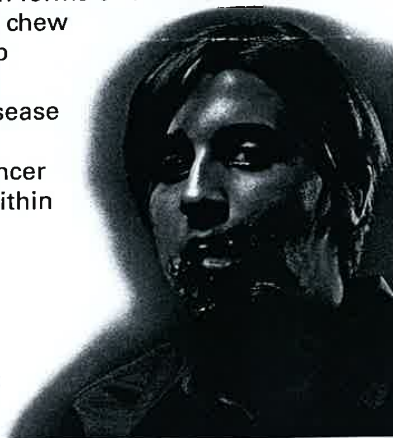
Too many tomatoes, squash, pears from your garden? Consider donating extra produce to your local food bank.

Food banks across Elgin County vary in their ability to store and distribute fresh produce. Please call them directly or call Elgin St. Thomas Public Health at 519-631-3159 ext. 246 to obtain their hours of operation.

Caring Cupboard .....	519-633-5308
Salvation Army .....	519-631-3206
Christ Anglican Church Port Stanley.....	519-782-3122
Corner Cupboard Aylmer.....	519-773-2351
Helping Hand Food Bank Tillsonburg.....	519-6883434

## Chew Facts

- People who chew tobacco become as addicted to nicotine as smokers. They can be tempted to switch from chewing to smoking tobacco.
- 8-10 dips or chews a day provide the same amount of nicotine as smoking 30-40 cigarettes a day.
- There are over 3000 chemicals including 28 that cause cancer in chewing tobacco.
- Chew tobacco users run 50 times the risk of developing certain forms of oral cancer.
- At least half of all chew users will develop leukoplakia, a pre-cancerous disease of the mouth.
- Half of all oral cancer victims will die within five years.



## Tick Facts

- Tiny bugs—about the size of a sesame seed
- Need a host to stay alive
- Feed on the blood of birds, deer, dogs and humans
- Like to live in tall grass
- Move slowly and like to hitch rides on people or animals



Ticks can transmit Lyme disease if they are attached to a person for 36 to 48 hours.

## How can I avoid tick bites?

- Cover up when you go outside by wearing long sleeves and pants.
- It is easier to spot a tick if you wear light coloured clothing.
- Wear closed footwear and socks. Avoid wearing sandals.
- Brush off your clothing and pets before you go inside.
- Put a tick and flea collar on your pet.
- Avoid visiting tick-infested areas.
- Remove brush and tall grasses from your yard.
- Walk in the centre of trails to avoid contact with long grass and brush.
- Insect repellent with DEET can help to repel ticks.
- Playing outdoors and sitting on logs have been identified as high-risk activities for acquiring ticks.

## How to remove a tick:

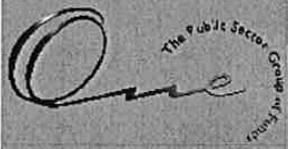
- Grasp the body of the tick with tweezers.
- Try not to squeeze the tick.
- Pull it straight out.
- Wash the wound and apply an antiseptic.
- Save the tick in a clean, closed jar.
- Your doctor or public health unit may send the tick away to be identified.

## Signs of Infection After a Tick Bite

- Fever
- Headache
- Weakness
- Red 'bulls-eye' like rash
- Chills
- Sore muscles & joints
- Fatigue

*If you develop symptoms, seek medical attention.*

Elgin St. Thomas Public Health  
99 Edward Street, St. Thomas, ON N5P 1Y8  
Phone: 519-631-9900 Toll Free: 1-800-922-0096 Fax: 519-633-0468 Voicemail: 519-631-3159  
www.elginhealth.on.ca



**An Investment in Your  
Municipal Future**

# One - The Public Sector Group of Funds

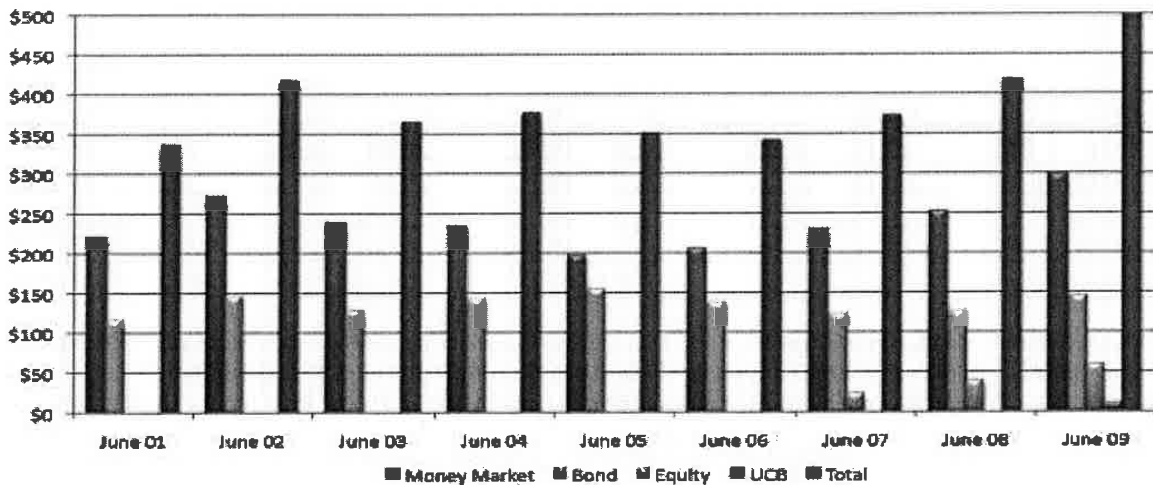
**2<sup>nd</sup> Quarter 2009  
Performance Report**

## FUND BALANCES AND PARTICIPATION

Continuing a trend that began in 2006, at June 30, 2009 the total Q2 One Funds closing balance exceeded the Q2 2008 closing balance by \$85M –representing a 20.2% year-over-year increase.

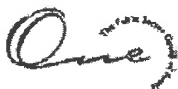
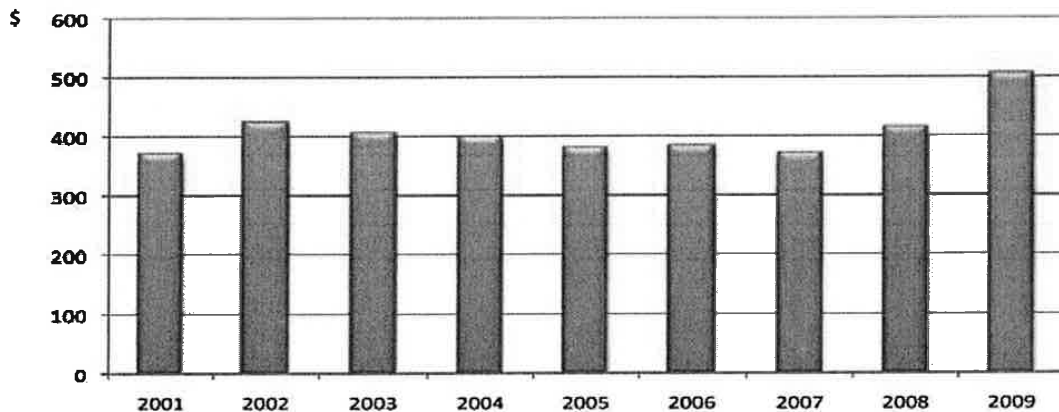
The Money Market Fund Q2 closing balance surpassed all similar Q2 ending balances for the preceding eight years. Q2 closing balances for the Money Market, Bond, Equity and Universe Corporate Bond Funds were \$298M, \$145M and \$59M and \$8M respectively.

**One Fund 2<sup>nd</sup> Quarter Closing Balances  
(Millions \$)**



The below chart illustrates that continued strong participation in the first half of 2009, has yielded a One Funds Q2 average total balance that is greater than each of the previous eight years.

**Average One Funds Total Q2 Balance (\$ Millions)**



## FUND PARTICIPATION BY POPULATION

Participation in the Equity Fund continues to be led by larger municipalities, although the Fund is equally useful for all municipalities with longer term investment objectives. For the one year period ending June 30, 2009, an additional 3 municipalities began investing in the Fund - all with populations of >100,000. The total investment in the fund increased over the year from \$38M at Q2 2008 to \$65M at Q2 2009. This represents a 71% increase. Fund value at June 30, 2009 is up \$20.1M or 51% from the June 2008 closing value.

Equity Fund - Investment Participation by Population (as at June 30, 2009)					
Population	# of Municipalities	% of Municipalities	Investments (\$'s Millions)		% of Total Deposit
			Per Muni	Total	
Less than 5,000	1	8.33%	0.3	0.3	0.47%
5,001 to 25,000	0	0.00%	0.0	0.0	0.00%
25,001 to 50,000	0	0.00%	0.0	0.0	0.00%
50,001 to 100,000	3	25.00%	1.6	4.8	8.14%
100,000 +	8	66.67%	6.8	54.1	91.39%
Sub-Total	12	100.00%	4.9	59.2	100.00%

A second municipal investor made a deposit in the Universe Corporate Bond Fund during Q2. This \$3M investment brought total investment to \$8M. At June 30, 2009, the original investment is valued at \$8.3M. The overall prospectus for this Fund continues to be very positive.

UCB Fund - Investment Participation by Population (as at June 30, 2009)					
Population	# of Municipalities	% of Municipalities	Investments (\$'s Millions)		% of Total Deposit
			Per Muni	Total	
Less than 5,000	0	0.00%	0.0	0.0	0.00%
5,001 to 25,000	1	50.00%	5.2	5.2	63.06%
25,001 to 50,000	0	0.00%	0.0	0.0	0.00%
50,001 to 100,000	0	0.00%	0.0	0.0	0.00%
100,000 +	1	50.00%	3.1	3.1	36.94%
Sub-Total	2	100.00%	4.2	8.3	100.00%

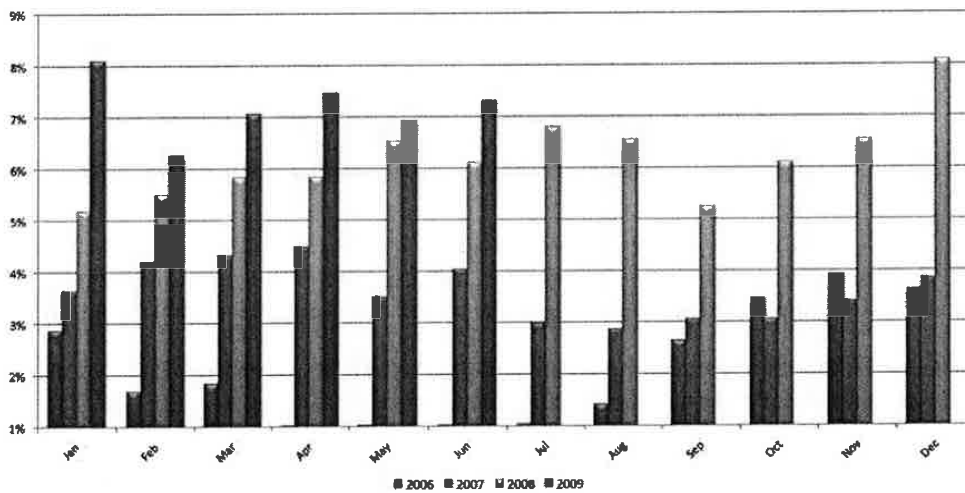


## FUND PERFORMANCE: BOND FUND

At June 2009 the Bond Fund had outperformed any one year month end period since 2006. The one year returns for April, May and June (Q2 2009) were 7.44%, 6.89% and 7.30% respectively.

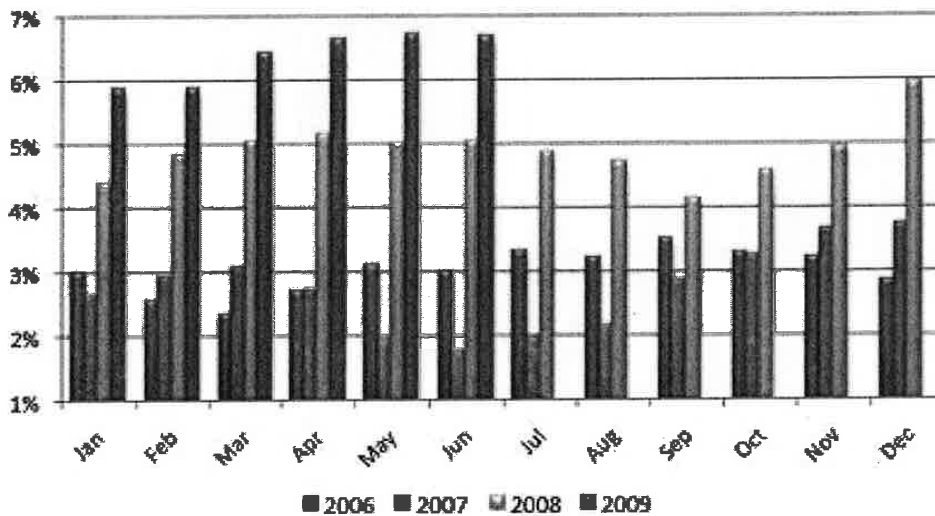
One year Bond Fund returns for all months ending in 2006 through Q2 2009 are illustrated in this chart. One year Fund returns ending in Q2 2009 continued a trend of strong performance compared to previous years, with returns being stronger than any period since Q1 2004.

**Bond Fund One Year Returns for months ending in 2006, 2007, 2008 and Q2 2009**



Similarly, two year Bond Fund returns have continued to improve in the second quarter. Returns for months ending in Q2 2009 were 6.63% (April), 6.70% (May), and 6.69% (June), which surpassed all two year Fund returns since Q4 2002.

**Bond Fund Two Year Returns for months ending in 2006, 2007, 2008 and Q2 2009**

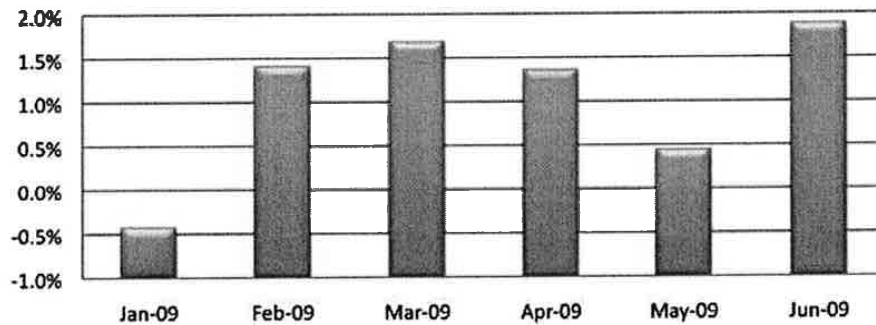


## FUND PERFORMANCE: UNIVERSE CORPORATE BOND FUND

This product was launched in August 2008. With a longer-term investment horizon of four to ten years, municipalities find the Universe Corporate Bond Fund suitable for: Long-term reserves funds, perpetual and trust funds, as well as development charge receipts not required in the short term. The Fund achieved a nine month annualized return of 10.03% at the end of Q2 2009.

The chart below illustrates the 2009 month end nominal returns for the Universe Corporate Bond Fund. Following one negative return in January, the Fund has performed strongly in all months. The cumulative nominal return for the first half of 2009 was 6.36%.

**Universe Corporate Bond Fund Returns (Nominal Returns for Months ending in 2009)**





5

**From:** Beer, Charles (CSS) [mailto:Charles.Beer@ontario.ca]  
**Sent:** September 10, 2009 12:17 PM  
**Subject:** Update - Review of the Accessibility for Ontarians with Disabilities Act (AODA)

Greetings,

I am writing to provide you with an update on my Review of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).

Over the summer I have met with a number of stakeholders from a wide range of sectors.

The next stage of the Review involves public meetings. These will be held in Sudbury on October 1, 2009, in Ottawa on October 6, 2009, in Toronto on October 14, 2009 and in London on October 20, 2009. Please see the detailed instructions on how to participate and register for the public meetings below:

<http://www.mcass.gov.on.ca/mcass/english/pillars/accessibilityOntario/accesson/participate>

In addition to public meetings, I will be accepting written submissions. Please see the detailed instructions on how to send in your written submission. I look forward to hearing from Ontarians to help guide me on this important Review.

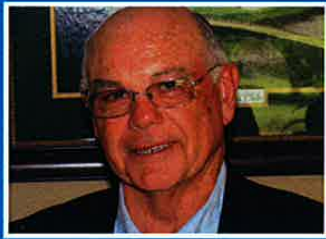
If you want to contact me directly I can be reached at [charles.beer@ontario.ca](mailto:charles.beer@ontario.ca)

Regards,

Charles Beer,

Independent Reviewer





## Community Schools Alliance Works to Safeguard Small and Rural Schools

John R. Wilson, Elgin County councillor and Mayor of the Township of Malahide, is a founding member of the Executive Committee of the Community Schools Alliance (CSA), a group formed in July, 2009 by Ontario municipalities concerned with the closure of small and rural schools and the negative effect such closures inevitably have on the socio-economic well-being of those communities. In a CSA media release dated July 10, 2009,

*Continued on page 4*

## Elgin County Wins AMO, AMCTO Awards

Through a partnership agreement with Elgin County, the Region of Durham's Provincial Offences Collection Team has been actively pursuing defaulted fines on behalf of the County. This arrangement has led to an increase in revenue for both municipalities and improved service to residents. In 2008, more than \$500,000 was collected in defaulted fines, an 87% increase over 2007.

In recognition of this achievement, Elgin County and the Region of Durham were jointly awarded a P.J. Marshall Award Certificate of Merit at the Association of Municipalities of Ontario (AMO) annual convention in Ottawa in August. Warden Graham Warwick and CAO Mark McDonald accepted the award on behalf of the County. The P. J. Marshall Award is presented annually through a competitive process to honour municipal governments demonstrating excellence in using



innovative approaches to improve capital and/or operating efficiency and to generate effectiveness in providing public services and facilities through alternative service delivery initiatives and partnerships.

Previously, in June, Jennifer Ford, Financial Analyst for the County of Elgin, and the Region of Durham's Joel Nicholson, Supervisor of Provincial Offences Act (POA) Collections attended the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) annual

*Continued on page 4*

## Elgin County Council Responds to Hipson Inquest Findings

At its May 26, 2009 meeting Elgin County Council decided to pursue a prudent, "practical approach" to remedying problems and concerns identified in a coroner's inquest into the tragic death of crane operator Michael Hipson on Glen Erie Line in Bayham in January, 2006, and in a report on the maintenance of County roads prepared by AECOM Canada Ltd.

In implementing its "practical approach", Council will:

- Negotiate a new agreement between the County and its lower tier municipalities for maintenance of County roads which will incorporate significant revisions to the existing agreement adopted ten years ago. These revisions will include financial incentives to reward fully compliant municipalities and clear guidelines outlining minimum standards for service delivery.

*Continued on page 3*

## Support Available for Victims of Elder Abuse

Throughout the world, abuse and neglect of older persons is largely under-recognized or treated as an unspoken problem. Unfortunately, no community or country in the world is immune from this public health and human rights crisis.

The mistreatment of older adults is any action or inaction by a person in a position of trust which causes harm to an older adult. Mistreatment includes: financial (most common); physical; emotional/psychological; neglect and violation of rights.

It is estimated that between 4% -10% of adults over the age of 65 will experience some form of mistreatment or neglect. That is approximately 1200 seniors in Elgin County.

An estimated 80% of mistreatment is never reported. Barriers to reporting mistreatment include fear of more abuse; embarrassment; mistaken feelings of having caused the abuse; and fear of what will happen to them and/or the abuser.

It is crucial that seniors know there is a safe, anonymous, confidential number to call for help with mistreatment. The free and confidential Seniors Support Helpline (1-877-331-8891; Monday-Friday, 9am-5pm) is staffed by trained and caring volunteers who provide supportive listening and information on a variety of issues including abuse. Callers do not have to give their names or any personal information, and help is offered in a form and at a pace the caller is comfortable with. If a caller chooses to continue living with his or her abuser, information on how to stay safe will be provided. If a caller wants to end the mistreatment, a plan that the senior helps create will be implemented.

In addition to the Seniors Support Helpline, several mechanisms are in place to assist older adults who are abused or at risk of abuse in Elgin County. The Elgin Elder Abuse Resource Committee comprises concerned seniors and individuals from various health, social, legal, financial and police services. The Case Consultation Committee is a group of professionals that provide their knowledge and expertise on difficult cases of abuse. The Speakers



*On the occasion of World Elder Abuse Awareness Day, June 15, 2009, MPP Steve Peters, Elgin County Warden Graham Warwick, and City of St. Thomas Mayor Cliff Barwick, helped representatives from the Elgin Elder Abuse Resource Committee dedicate a red maple tree planted in front of Valleyview Home in St. Thomas to help raise awareness of this community issue.*

Bureau offers presentations, training, community-wide workshops as well as resource materials. For more information or to access these services, please call 1-877-331-8891.

Residents of Elgin County need to know that help is available for older adults who are mistreated and neglected. If you are being mistreated or you are concerned about an older adult in your community, please call the Senior Support Helpline at: 1-877-331-8891 Monday to Friday, 9am-5pm.

## Waste Disposal



*Warden Warwick and councillors sign waste disposal agreement, May, 2009. The agreement, between the County of Elgin, its constituent municipalities and the City of Toronto allows municipalities to "opt-in" at any future date to access waste disposal services at the City of Toronto's Green Lane landfill site at a pre-determined price.*

## Elgin County United Way Special Events Calendar, 2009

The 2009 Warden's Charity Golf Tournament, held June 12, 2009 at the Kettle Creek Golf Course, Port Stanley, was a great success! Thanks to the 110 golfers, 7 Gold Sponsors, 3 Silver Sponsors, 13 Bronze Sponsors and many volunteers who participated, a total of \$10,250 was raised for United Way. A few golf towels and Titleist NXT Tour golf balls with the County's new logo are still available for sale, and would make great stocking stuffers: \$10.00 per towel or sleeve of 3 golf balls.

County staff and friends enjoyed a fun-filled evening at the Dine Around Port Stanley Theatre Event held on July 22, 2009. The evening started off with appetizers at the Kettle Creek Inn and M.E. & Suzie's, followed by the opening night of "A Bench in the Sun", presented by the Port Stanley Festival Theatre. The evening was topped off with dessert at Windjammers. Two lucky winners were the recipients of some lovely door prizes that were donated especially for this event. Thanks to everyone who participated!

Our upcoming Payroll Deductions campaign will feature gift baskets worth over \$100 to be won as well as our ever popular Days Off With Pay promotion. Don't be left out - fill out your form and return it immediately. If you signed up to be a perpetual donor last year, thank you in advance - your names will be entered into the appropriate draws. If you wish to increase your donations, please let us know by filling out a new donor card.

Fall is quickly approaching and the ECUWSEC group is getting ready for another year of fun social and fundraising events for you, your family and friends.



Left to right, Corrie Shivak (staff), Mary Van Roestal, Warden Graham Warwick, Mary Cosyns, and Yvonne Gavey (staff) enjoy the day at the 2009 Warden's Charity Golf Tournament.

Save The Date for these Upcoming Special Events:

**November 28, 2009** – Annual Christmas Party, St. Anne's Centre, St. Thomas. All Welcome. Cost \$25.00 per person. Cocktails, Dinner, Comedian - Chuck Byrn and Dance – D.J. Chris Triska.

**June 17, 2010** - The 2010 Warden's Charity Golf Tournament is an event not to be missed. Limited spaces available; all proceeds to Elgin-St. Thomas United Way.

**Stay Tuned:** ECUWSEC is considering hosting another fundraiser for United Way which will be held in late October or early November 2009. More information to follow.

For more information or if you are interested in volunteering or have any suggestions please contact [ecuwsec@elgin-county.on.ca](mailto:ecuwsec@elgin-county.on.ca) or call 519-631-1460 ext 456.

## Response to Hipson Inquest *Continued from page 1*

- Retain a ground engineering consulting firm to conduct a geotechnical survey of high priority County roads and to develop a permit system to control overweight and oversize vehicles.
- Use an existing \$250M winter control contingency fund to pay for the cost of implementing the County's proposed "practical approach".
- Hire a quality assurance technician to ensure lower tier municipality compliance with County standards for road maintenance. The quality assurance technician would have the authority to approve payments to municipalities subject to their compliance with minimum road maintenance standards.

County Council is confident that

this practical approach will address the recommendations contained in the Hipson Inquest report at a cost that is affordable. When compared to the estimated costs of full implementation of the AECOM study recommendations, this strategy will ensure public safety and promote the effective and efficient maintenance of the County road network while saving hundreds of thousands of dollars.

## Community Schools Alliance *Continued from page 1*

Councillor Wilson makes this point emphatically in noting that "A community school is part of a community's infrastructure. Closing that school is like ripping out the municipal water supply."

The Alliance is petitioning for the implementation of a "smart moratorium" on disputed school closures to allow the Ontario Ministry of Education, school boards and municipalities to collaboratively develop long-term plans and policies to address the problem of declining enrolments, ensure equitable funding for rural and small community schools, adopt a more transparent and

accountable school-closure decision process and guarantee the right to appeal such decisions, and mandate that community organizations and municipalities be consulted and actively involved in all decisions regarding student accommodation.

Ontario Minister of Education Kathleen Wynne met with the CSA Executive Committee during the Association of Municipalities of Ontario (AMO) annual conference in Ottawa in mid-August, 2009 to discuss the "smart moratorium" proposal and other issues of mutual concern. More information is available online at <http://www.communityschoolsalliance.ca/>. ■

## New Library for Springfield in 2010

The Elgin County Library is planning the relocation of its Springfield branch to the new "Malahide Community Place" complex currently being designed and constructed by the Township of Malahide. With a tentative opening date of April 1, 2010, the new library will comprise 2,000 square feet of leased space, a significant expansion from the 1,200 square feet that the library currently occupies. The library will also have access to meeting rooms for programming purposes.

While the current library has served the community very well and has produced award winning results, there is a clear need for more space to facilitate public programming such as children's story time, "Teen Zones", more public access computers and to increase the size of the collection. Benchmarks provided by the Administrators of Rural-Urban Public Libraries of Ontario (ARUPLO), an organization

which represents county library systems in the province, indicate that a facility of 2,000 square feet or more is appropriate based on current statistics such as population served and circulation levels.

The new Springfield library will be strategically placed as part of a larger complex providing access to a diversity of community services, events and attractions. The Township of Malahide has already notified the Elgin County Archives and Elgin County Museum of the intention to create a historical display area in the new building's lobby to celebrate the community's rich history. Plans also include space for service kiosks which will complement information resources provided by the library through initiatives such as Service Ontario. The library's resources and equipment will furthermore be of great benefit in the event of a declared emergency in the Township, as the new community centre will serve as a shelter in such situations. ■



## Elgin County Awards

*Continued from page 1*

convention to accept the 2009 E.A. Danby Award in the Municipal Finance category for municipalities with a population of 20,000 or more. The E.A. Danby Award is presented annually to a municipality that demonstrates, through a specific initiative, a willingness to employ innovative techniques, and is able to demonstrate tangible results affecting the efficiency and effectiveness of the municipal corporation.

Elgin County Warden Graham Warwick noted, with reference to the E.A. Danby Award, that "One of Elgin County's corporate goals is to develop partnerships, and this award is proof that innovative practices can lead to outstanding performance improvements. We are delighted to share this award with the Region of Durham." ■



**LAKE ERIE REGION SOURCE PROTECTION COMMITTEE  
MEETING MINUTES**

**Thursday, August 6, 2009**

The following are the minutes of the Lake Erie Region Source Protection Committee meeting held on Thursday, August 6, 2009 at the Kettle Creek Golf and Country Club, 320 Carlow Road, Port Stanley, ON.

**Members Present:** C. Ashbaugh, Chair; M. Ceschi-Smith, H. Cornwell, R. Haggart, \*J. Harrison, A. Henry, K. Hunsberger, R. Krueger, J. Laird, I. Macdonald, D. Murray, D. Parker, L. Perrin, T. Schmidt, R. Seibel, M. Wales, W. Wright-Cascaden

**Members Regrets:** P. General, M. Goldberg, B. LaForme, C. Martin, J. Oliver, G. Rae, B. Ungar, D. Woolcott

**Proxy Representatives:** B. Fields (J. Oliver), N. Fueten (M. Goldberg), T. Schmidt (G. Rae)

**Liaisons:** K. Fairman, Provincial Liaison; A. Dale, Source Protection Authority Liaison

**Region Management Committee:** T. Marks, KCCA; S. Martyn, CCCA

**Staff:** P. Dragunas, CCCA; J. Etienne, GRCA; S. Glauser, GRCA; L. Minshall, GRCA; T. Ryan, GRCA; D. Schultz, GRCA; T. Seguin, GRCA; A. Wong, GRCA; G. Zwiers, GRCA

**Also Present:** A. Davidson, County of Brant; F. Dennison, Port Stanley News.com; T. Duong, MOE; G. Ounapuu, Lotowater; E. Soldo, City of St. Thomas; L. Stafford, City of St. Thomas; A. Zietsma, County of Oxford

**1. Call to Order**

C. Ashbaugh called the meeting to order at 1:00 p.m.

**2. Roll Call and Certification of Quorum – 17 Members Constitute a Quorum (2/3 of members)**

The Recording Secretary called the roll and certified quorum.

**3. Chairman's Remarks**

C. Ashbaugh welcomed members, staff and guests and noted the following:

- The committee's bi-annual attendance summary was distributed to members; C. Ashbaugh noted that overall committee attendance has been excellent.

- Committee members toured the Elgin Area Water Treatment Plant prior to the meeting; C. Ashbaugh thanked those hosting the site visits and stated that the tours have been informative and beneficial for committee members.
- Katie Fairman was introduced and welcomed. She has served as the committee's interim provincial liaison officer for July and August. C. Ashbaugh introduced and welcomed Tu Van Duong, who has been assigned as the Lake Erie Region Source Protection Committee's provincial liaison for the next eleven months.

**4. Review of Agenda**

**Moved by: A. Henry**  
**Seconded by: M. Ceschi-Smith** **carried unanimously**

*THAT the agenda for the Lake Erie Region Source Protection Committee Meeting of August 6, 2009 be approved.*

**5. Declarations of Pecuniary Interest**

There were no declarations of pecuniary interest made in relation to the matters to be dealt with.

**6. Minutes of Previous Meeting – July 9, 2009**

**Moved by: L. Perrin**  
**Seconded by: M. Wales** **carried unanimously**

*THAT the minutes of the previous meeting of July 9, 2009 be approved as circulated.*

**7. Hearing of Delegations**

None

**8. Presentations**

None

**9. Correspondence**

a) Copied

None

b) Not Copied

None

10. Reports

a) SPC-08-09-01 Ontario Drinking Water Stewardship Program Update

T. Ryan summarized report SPC-08-09-01 noting Ontario Drinking Water Stewardship progress to date and program amendments moving forward.

A. Henry expressed concern that the Early Actions funding is being spent prior to development of the threats assessments and inventories. He asked if there will still be funding available for known threats once the assessment reports are complete. T. Ryan responded that there have been discussions with the Ministry regarding aligning the stewardship program with the threats assessments. Currently, the Ministry is taking a 'no-regrets' approach with the Early Actions program until 2011. A. Henry reiterated that the disconnect between stewardship funding and significant threats is disconcerting.

D. Murray commented that in Centre Wellington and Southgate, the stewardship program provided funding support to address municipal water quality through private well decommissioning. He advised that the Early Actions program was very effective for these municipalities.

**Res. No. 28-09**      **Moved by: M. Ceschi-Smith**  
**Seconded by: A. Henry**      **carried unanimously**

*THAT Report SPC-08-09-01 Ontario Drinking Water Stewardship Program Update be received as information.*

b) SPC-08-09-02 Assessment Report Update

S. Glauser provided a summary of the Assessment Report progress to date. He noted that on page one, paragraph four "The deadlines of May 11th and July 13th 2009" should read "2010".

J. Laird asked if it is expected that the technical work will be in the public domain when the vulnerability analysis and threats assessment reports are brought forward for endorsement. S. Glauser responded that the final reports would be in the public domain once the municipality has endorsed the release of the technical reports to the Source Protection Committee; however, the method of municipal endorsement would be left to the municipality's discretion.

**Res. No. 29-09**      **Moved by: D. Murray**  
**Seconded by: M. Wales**      **carried unanimously**

*THAT the Lake Erie Region Source Protection Committee endorse the proposed process and timelines to compile the first Assessment Reports for the Cattfish Creek, Grand River, Kettle Creek and Long Point Region Source Protection Areas.*

**c) SPC-08-09-03 Village of Belmont Vulnerability Analysis**

G. Zwiers provided an overview of the Vulnerability Analysis for the water supply in the Village of Belmont.

M. Wales noted the increase in vulnerability to the east of the Village of Belmont (Figures 2 and 3) and asked about contributing factors. G. Zwiers responded that to his knowledge, no significant unique geological features increased the vulnerability; it is most likely that this area was closer to the vulnerability calculation threshold than its surrounding area, and when the calculations were completed, the section noted crossed the threshold into a medium vulnerability.

I. Macdonald noted that the Belmont water supply is a straightforward study, but suggested that for other technical studies, field verification could modify the vulnerability. L. Minshall replied affirmatively, elaborating that if, for example, there was a broad well decommissioning, such as in the Town of Southgate, experts may choose to revisit the vulnerability scoring and assign the area a lower vulnerability. She stated that the content of the assessment report can be modified to a reasonable extent prior to public release, and to a more limited extent after public release. After the first submission of the assessment reports, the documents can be amended in 2011. I. Macdonald emphasized that 'ground truthing' will be important if restrictions are expected to be placed on a property.

\* J. Harrison departed at 1:55 pm.

D. Parker asked if there are any cemeteries in the two year time of travel of the Belmont Wellhead Protection Area. L. Minshall advised that the current presentation refers to the vulnerability of the wellhead protection area. Information pertaining to threats and issues is currently being collected by consultants and will be presented to members as it becomes available.

R. Haggart inquired if a caveat to assist with public interpretation of the maps and technical documentation will be developed. L. Minshall responded that a caveat has been included with the maps for the water budget stress assessment; however, the vulnerability and threats assessments are more intuitive and not as likely to be misinterpreted.

A. Dale requested clarification regarding whether a pit or quarry is taken into consideration in the vulnerability analysis or threats assessment. G. Zwiers responded that the effects of aggregate extraction are taken into consideration in the vulnerability analysis. Aggregate extraction increases the vulnerability of the area, because a protective layer of the aquifer is being removed. Operational factors of aggregate extraction, such as fuel storage, are taken into consideration in the threats assessment.

L. Perrin pointed out threats are not always straightforward; what could be perceived as a threat may not necessarily be a threat. The committee will need to work hard to educate the public on how vulnerability and threats are determined. L. Minshall replied affirmatively and suggested that R. Haggart's concern regarding public misinterpretation



**Res. No. 31-09**

**Moved by: L. Perrin**

**Seconded by: D. Murray**

**carried unanimously**

*THAT the Lake Erie Region Source Protection Committee incorporate the comments provided by the Municipal Water Services Technical Group and Municipal Planning Directors Group into the Committee's submission to the province on the Source Protection Plan Discussion Paper.*

R. Krueger asked if there has been any discussion regarding compensation when prohibition is the outcome. L. Minshall responded that the Clean Water Act states there will not be compensation unless it meets criteria set out in the Expropriation Act. She suggested that when developing the source protection plans, the committee will need to take into consideration that prohibition will not take compensation into consideration.

D. Murray asked if there is an appeal process for affected landowners. L. Minshall responded that landowners can appeal the policies that affect them. K. Fairman elaborated that those affected by the policies can request to have a hearing officer from the Minister of the Environment to hear their case. The timing and method of appeal will vary depending on the type of policy that is recommended.

A. Dale asked how a pit or quarry owner can modify their business approach to reduce impact. L. Minshall responded that the source protection plan will address activities that are threats. The increase in vulnerability will affect future land use activities and perhaps pit rehabilitation plans. W. Wright-Cascaden elaborated that zoning for aggregate operations is different than other land uses; aggregate sites are zoned at the time they get their license; which provides more opportunity to assess aggregate zoning applications in relation to the Clean Water Act. The zoning for an aggregate site is not in the 20 year official plan; it is based on a per application basis.

N. Fueten asked if the work of the committee considers the development of unserved areas to reduce the impact of well and septic installation. L. Minshall replied that this is not addressed in the Clean Water Act.

K. Fairman reminded members that the MOE is receiving feedback on these tools and using the feedback to further develop the proposed regulations.

**11. Business Arising from Previous Meetings**

None

**12. Other Business**

**a) Question and Answer Period**

A. Henry advised that there is a ministry workshop on September 10 that poses a scheduling conflict for surface water system administrators. C. Ashbaugh replied that there is a tour and venue already scheduled for September 10 and suggested that proxies be assigned.

**Minutes of Meeting  
Lake Erie Region Source Protection Committee  
August 6, 2009**

**Page 7**

**13. Closed Meeting**

Not applicable

**14. Next Meeting – Thursday, September 10, 2009, 1:00 pm,  
Ontario Ministry of Agriculture & Food - 1283 Blueline Road, Simcoe, Ontario**

**15. Adjourn**

The Lake Erie Region Source Protection Committee meeting of August 6, 2009 adjourned at 2:55 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



5

# *LAND USE COUNCIL*

*“advocating social, economic and environmental balance in government legislation affecting land”*

---

August 18, 2009

The Honorable Donna Cansfield, MPP, Minister  
Ministry of Natural Resources  
Room 6630, Whitney Block  
99 Wellesley Street, West  
Toronto, Ontario, M7A 1W3

Alb

by Registered Mail

Minister:

We acknowledge, with thanks, your July 22 letter regarding our June 12<sup>th</sup> appeal to delay legislative approval of proposed species habitat regulations pending wider public consultation,

First officially mentioned in June, 2008, details of these regulations were not unveiled until May 15, 2009 and then only on an Internet site announcing they would be submitted for government ratification by June 30, 2009 and requesting interim comment by June 15. To this foreshortened schedule was added one hastily convened “stakeholder” meeting on May 25 in down-town Toronto. There serious reservations were expressed by many of the 60 attending delegates about thrust and direction of the regulations, the announcement that no further public meetings on the subject would be convened, the urban site chosen to introduce land use constraints directly impacting rural citizens and the inadequately advertised process by which these directives were being fast-tracked into legislation.

Having no information to the contrary, we presume the regulations in question have been approved, our appeal notwithstanding. If so, we ask to be advised whether such approval included any recommended habitat protocols recorded on any EBR Registry web site or in any public forum since 2007.

As advised in our June 12 letter, an Internet report never challenged by your Ministry confirms that ESA 2007 was drafted in 2005 by a cartel of five professional lobbyists eighteen months before it was released on an EBR site as an MNR “discussion paper”. Promptly endorsed by a partisan Review Panel, the proposed Act was then tabled at two invitation-only workshops in the spring of 2008 as conducted by paid consultants skilled at posting consensus where little, if any, existed. These were followed by a telephone conference call during which MNR officials advised a 9-point ESA addendum ratified by the attending participants would certainly earn Ministerial comment, a pledge then and since seemingly discredited by loud silence. That addendum addressed long-standing landowner issues and outlined their fair and sensible resolution. Even at this late date it deserves acknowledgement if not resurrection.

We note MNR is said to be proud of its Endangered Species Act. But assurances that its staff “spent a year consulting with a broad range of stakeholders” appear to under-state the foregoing sequence of events. Or, alternatively, perhaps refers only to extensive private time spent with the special interest groups that initiated ESA 2007. Meanwhile, in an MNR written list of 20 recommendations arising from the three group discussions of which we are aware, a strong focus emerges on chronic lack of balanced, effective and timely landowner consultation and communication by that Ministry.

In approving statutes that directly impact private property, the Ontario government invariably references its prior consultation with a “broad range of stakeholders”. Thus, by unspecified number and generic definition, are Non-Government Organizations, many operating under charitable tax exempt status, invited in advance to sway political decisions leading to economic sanctions on land they don’t own.

The 5th Edition of the Canadian Law Dictionary describes “stakeholder” as “*a third party chosen by two or more persons to keep in deposit property or money the right or possession of which is in dispute and to deliver the property or money to the one who establishes the right to it*”. The right of land in Ontario was indisputably established by contract with the British Crown over a hundred years ago and no third party has since been “chosen” or is in any way authorized to hold it “in deposit”. The term “stakeholder” does not therefore properly describe professional intervener groups who participate at government invitation in discussions that affect use and value of privately owned land.

Indeed, there are, or should be, two classes of participants in such discussions. The primary one holds legal title to his or her land, pays property taxes, is often burdened with a substantial mortgage and, in many instances, relies on that land for a livelihood. The other has no contractual patent, financial investment or proprietary interest whatever in lands targeted for government controls. That secondary participants are able to induce those controls on private land is now a matter of record. That they are routinely favored with consultative preference, financial support and committee appointments from Ontario government agencies to the detriment of primary participants are a wide spread perception if not a matter of fact.

With respect, Minister Cansfield, we contend MNR should introduce and maintain in all land use protocols, consultations and legislation a clear distinction between these two classes of interested participants. Folks who own and cultivate land are “landowners’ by name and function and should be identified as such. Those who help manipulate use and value of other people’s property, all the while citing the otherwise commendable goal of environmental protection, are Non-Government Organizations by title and influential lobbyists by profession and should be identified as one or the other or both.

Municipal governments and an increasingly anxious public are understandably concerned about the Orwellian pressures inherent in implementation and enforcement of ESA 2007. Some examples: Blending that legislation, which denies right of appeal and right of compensation for production and equity losses arising from provincial policy, with other government statutes; branding vast tracts of private property as wildlife habitat; obligating landowners to recognize allegedly endangered species of plants, animals, and birds in order to protect the lives and habitat of such species as a no-charge public service and without any specific definition of what actually constitutes “protection”.

These stresses are compounded by the prospect of million dollar fines with concurrent penitentiary sentences for violators charged under the “strict liability” provision of the ESA. In legal terms this translates as “guilty until proven innocent”, a complete negation of the reverse principle, the very cornerstone of English common law. In the ESA that interpretation is supposedly relieved by the faint hope of a “due diligence” defense. But that option may require the accused to retain, at his or her expense, whatever courtroom counsel is considered necessary and whatever number of witnesses is deemed adequate to prove an alleged ESA infraction was either unintentional or non-existent. While defendant cost of a due diligence defense is likely to far exceed the resources of many landowners, we can be sure public funding of appointed MNR prosecutors would never be similarly constrained.

As previously advised, the Land Use Council (LUC) is a “coalition of coalitions” mandated to investigate and publish positive and negative consequences of government statutes affecting use and value of privately owned land. Current research includes, but is not limited to, risk insurance against production and equity losses attributable to not only acts of God but acts of government as well. To that end, the results of ongoing enquiries regarding insurability of losses arising from implementation and enforcement of ESA 2007 will be of interest to landowners across Ontario.

Some months ago we asked Premier McGuinty to direct prepared land use queries of general interest to the appropriate Queen’s Park agency for departmental attention. We appreciate his co-operation in routing the first three of these to a provincial Cabinet Minister who recently provided us with a detailed reply. In the event subsequent LUC queries filed with Premier McGuinty are forwarded to the Ministry of Natural Resources we trust a response to same will be forthcoming at your earliest convenience. We can think of no better way to encourage and record useful dialogue between the Ontario government and its land-owning constituents.

Thanks for your time and patience in reviewing these remarks. An acknowledgement is requested and will be appreciated..

Yours truly

Bruce Pearse, Chair  
Land Use Council  
16190 Highways 7 & 12  
Sunderland, Ontario, L0C 1H0  
Phone: 705-357-3054 / Fax: 705-357-3963

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**The Land Use Council is a public service consortium sponsored by the combined memberships of:**

**Food Chain / Halton Region Federation of Agriculture / Ontario Landowners Association  
Ontario Property and Environmental Rights Alliance / Peel District Federation of Agriculture**

***E-Mail:*** [landusecouncil@gmail.com](mailto:landusecouncil@gmail.com)

***Web Page:*** [www.landusecouncil@gmail.com](http://www.landusecouncil@gmail.com)

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*Doug Reycraft*

Chair, Community Schools Alliance  
399 Ridout Street North, London, Ontario N6A 2P1  
519-287-2015  
reycraft@sympatico.ca  
www.communityschoolsalliance.ca

5  
A 01

Thursday, August 27, 2009

**RE: Community Schools Alliance Resolution**

Dear Municipal Colleagues,

On behalf of the founding Executive Committee of the Community Schools Alliance, I am writing to thank municipalities across Ontario for the overwhelming support of the Community Schools Alliance and to encourage those municipalities that have not already done so to support the attached Community Schools Alliance resolution.

During the AMO Conference, a standing room only crowd of over 200 Community Schools Alliance attendees sent a strong message to Minister Wynne that we believe our community schools are vital pieces of our public infrastructure and that our schools are as important to our communities as the municipal infrastructure for water, transportation and recreation that we build and maintain.

We took this message directly to Education Minister Wynne during a recent meeting and in response to our concerns, the Minister provided us with a draft policy entitled "Encouraging Facility Partnerships". While this policy is an important first step in addressing some of our concerns, it falls short of addressing our collective goal of protecting this vital component of our public infrastructure.

As a result, we need your help to encourage the Minister to implement a "smart moratorium" on disputed school closures by passing the attached resolution if you have not already done so.

The goal of the "smart moratorium" is to provide time for the Ministry, school boards and municipalities to work together to develop policies addressing issues such as planning for declining enrolments, a mutually agreed upon Accommodation Review Committee (ARC) process, a review of funding to rural and small community schools and establishing a working relationship between municipalities and school boards that is transparent and accountable.

I thank you for your attention to this request and if you would like to learn more about the Community Schools Alliance or if you would like to review any of the materials that I have referenced please visit our website at [www.communityschoolsalliance.ca](http://www.communityschoolsalliance.ca).

Yours truly,

Doug Reycraft  
Chair, Community Schools Alliance  
Mayor, Municipality of Southwest Middlesex

*The Community Schools Alliance encourages your council to adopt the following resolution.*

*Please forward a copy of your resolution to The Honourable Kathleen Wynne, Minister of Education, Mowat Block, 900 Bay Street, Toronto, Ontario M7A 1L2, Canada and the Community Schools Alliance, 399 Ridout Street N, London, Ontario, N6A 2P1, reycraft@mdlsx.ca*

### **DRAFT RESOLUTION**

WHEREAS communities across Ontario are concerned with the Accommodation Review Committee process and the impact this flawed process has on the socio-economic fabric of our municipalities;

AND WHEREAS many schools are the hubs of their communities, a better accommodation review system is needed to address the educational facility needs of our residents;

AND WHEREAS a system to address the educational facility needs in Ontario must ensure that school boards and municipal councils partner on decisions regarding education infrastructure;

AND WHEREAS greater accountability for school board decisions is needed;

AND WHEREAS a thorough review of the governance model for school accommodation decisions must include an opportunity to appeal these decisions;

AND WHEREAS the accommodation review process should respect and value the input of students, parents, the community and municipality;

THEREFORE BE IT RESOLVED that the Province of Ontario be petitioned to implement a "smart moratorium" on disputed school closings to provide the opportunity for the Ministry of Education, school boards and municipalities to work together to develop policies addressing such issues as planning for declining enrolments, a mutually agreed upon Accommodation Review Committee process, a review of funding to rural and small community schools, and transparency and accountability between municipalities and school boards.

5



Honorary Patron:  
The Hon. David C. Onley  
Lieutenant Governor of Ontario

**Lupus Foundation  
of Ontario**

September 8, 2009

294 Ridge Road N Box 687  
Ridgeway ON L0S 1N0  
(800) 368-8377 ON Only  
☎ (905) 894-4611  
☎ (905) 894-4616  
✉ lupusont@vaxxine.com  
Website: www.vaxxine.com/lupus  
Serving Ontario since 1977 (Inc.)

Mayor & Council Members  
Municipality of Bayham  
9344 Plank Road Box 160  
Staffordville ON NOJ 1Y0

RECEIVED  
SEP 14 2009  
A01

Re: **"October is Lupus Awareness Month"**

Dear Mayor & Council Members:

*Lupus Foundation of Ontario* has been serving the citizens of Ontario for the past 33 years. During this time, we have noticed an alarming increase in the numbers of those seeking information for their health concerns. Many requests are from parents of young children and adolescents who have been positively diagnosed with systemic lupus.

We would like to request that you read our Proclamation during a Council meeting to inform all in your community that lupus is a serious illness that, unfortunately, many are still unaware of. We receive no funding from governmental sources and our public awareness campaigns are most efficient through grass roots initiatives.

There are many Ontarians who have been diagnosed with lupus throughout our province. By reading our Proclamation during your meeting and by declaring **October as Lupus Awareness Month**, you will greatly assist our Foundation in educating all citizens that our Foundation exists and that help is just a telephone call away.

Each month, over 250,000 hits are recorded on our website. Through personal and corporate donations, Memoriam contributions and membership fees, we have donated in excess of \$1,400,000 over the years for much-needed and valued research.

Your assistance with this awareness initiative will allow us to help others to help themselves. Thank you.

Very truly yours,

Kathy Crowhurst

Charitable Registration Number  
10764 9410 RR0001

*Working together to conquer lupus*



*The Royal Canadian Legion  
Colonel Talbot Branch 81*

*will be celebrating Legion Week  
starting September 21, 2009  
with prayer & wreath laying  
at the Aylmer Cenotaph at 10:45 A.M.  
The Opening Ceremony for Legion Week  
will follow at Branch 81  
We would be honored to have you  
attend these events*

*Please R.S.V.P to Sonja Oslach, Committee Chair  
at 519-773-5221*





September 14, 2009

Lynda Millard, Clerk  
Municipality of Bayham  
9344 Plank Road, Box 160  
Straffordville ON N0J 1Y0  
lmillard@bayham.on.ca

6  
A16/D

**RE: ONTARIO'S SOUTH COAST TOURISM REGION**

Norfolk County Council approved this resolution at its meeting on September 8, 2009:

*THAT Norfolk County Council support the establishment of Ontario's South Coast as an official Tourism Region within the Province of Ontario, including Norfolk County, Haldimand County, Elgin County and any other municipality on or adjacent to Lake Erie that wishes to participate;*

*AND THAT Norfolk County Council circulate its decision to Elgin County, Haldimand County, and the municipalities of Chatham-Kent, Township of Wainfleet, City of Port Colborne, Town of Fort Erie, Region of Niagara, Essex County, City of Windsor, Town of Amherstburg, Town of Essex, Town of Kingsville, Town of Lakeshore, Town of LaSalle, Municipality of Leamington, Town of Tecumseh, and other municipalities within the South Central Ontario Region (SCOR).*

*AND THAT Norfolk County Council authorize the Mayor to write the Minister of Tourism expressing the municipality's desire to participate fully in the Ontario's South Coast official tourism region.*

Attached is a copy of Norfolk County Staff Report PED 09-89, "Ontario's South Coast Tourism Region", for your information.

Please share this resolution with your municipal council with the aim of passing a similar resolution supporting the establishment of Ontario's South Coast as an official Tourism Region within the Province of Ontario.

If you have any questions, please contact me at (519) 426-5870 ext 1238 or email [clark.hoskin@norfolkcounty.ca](mailto:clark.hoskin@norfolkcounty.ca).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Clark Hoskin", written over a horizontal line.

Clark Hoskin  
Manager, Tourism & Economic Development  
Norfolk County

Att.

Norfolk County Tourism & Economic Development  
30 Peel Street, Simcoe, Ontario N3Y 1R9 Canada  
Phone: 519-426-9497 • Toll Free: 1-800-699-9038 • Fax: 519-426-9689  
Email: [business@norfolkcounty.ca](mailto:business@norfolkcounty.ca) • [tourism@norfolkcounty.ca](mailto:tourism@norfolkcounty.ca) • [farms@norfolkcounty.ca](mailto:farms@norfolkcounty.ca)  
[www.norfolkbusiness.ca](http://www.norfolkbusiness.ca) • [www.norfolktourism.ca](http://www.norfolktourism.ca) • [www.norfolkfarms.com](http://www.norfolkfarms.com)



"IN CAMERA" BUDGET AMENDMENT 

DEPARTMENT: Planning & Economic Development	PAGE 1 OF 4
DATE PREPARED: August 10, 2009	REPORT NO. PED 09-89
"COUNCIL-IN-COMMITTEE" MEETING DATE: September 1, 2009	
SUBJECT: ONTARIO'S SOUTH COAST TOURISM REGION	

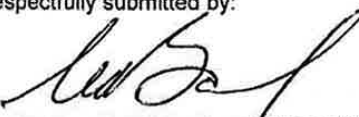

**INTRODUCTION / BACKGROUND:**

The Ontario Ministry of Tourism released the Ontario Tourism Competitiveness Study in February 2009, a topic on which Norfolk County Council has been updated in two information memos since that date. Norfolk County had provided input to the study process prior to its publication. The final report specifically recommended the establishment of tourism regions. At a recent meeting, the Tourism & Economic Development Advisory Board recommended that Norfolk County Council formalize its support for inclusion of Norfolk County in an official "Ontario's South Coast" tourism region. Endorsement of the advisory board's recommendation is the subject of this report.

**DISCUSSION / ANALYSIS**

For too long, lesser known destinations with quality, unique tourism experiences have been overlooked by a provincial tourism marketing structure that excludes all but the icon destinations (Niagara, Toronto, etc.) and product advocated by politically connected sector associations (spas, inns, resorts, etc.). Norfolk County has been a lead partner in the Ontario's South Coast Tourism Alliance for several years, which currently includes Norfolk, Haldimand County and Elgin County.

The three counties currently undertake a modest regional tourism marketing plan, including the maintenance of a joint website at [www.gosouthcoast.ca](http://www.gosouthcoast.ca). Recently, the three Counties received a grant from the Ministry of Tourism's Tourism Development Fund for an organizational plan for the Ontario's South Coast Tourism Alliance.

Respectfully submitted by:  Christopher D. Baird, Ec. D. / General Manager Planning & Economic Development Department For more information call: 519-426-5870 ext 1348	Prepared by:  Clark Hoskin, Manager Tourism & Economic Development Division For more information call: 519-426-5870 ext 1238
COUNCIL-IN-COMMITTEE: _____ RES. NO. _____	COUNCIL: _____ RES. NO. _____
[ ] Approved [ ] Approved with Amendments [ ] Other	[ ] Approved [ ] Approved with Amendments [ ] Other

**DISCUSSION / ANALYSIS (continued)**

This spring, representatives of the Ontario's South Coast Tourism Alliance met in St. Thomas to discuss the Ontario Tourism Competitiveness Study and upcoming regional meetings organized by the Ministry of Tourism in May. A representative of Chatham-Kent Tourism also joined the meeting, and expressed a desire to partner with Norfolk, Elgin and Haldimand to ensure that the Province recognizes Ontario's South Coast as an official tourism region. Exploration of partnerships with other communities, including Windsor-Essex and municipalities in Niagara Region, was also discussed.

The implications of recognizing Ontario's South Coast as an official tourism region are considerable. The Ontario Tourism Competitiveness Study outlines how regions will become part of a network of Destination Marketing Management Organizations (DMMOs), which may receive funding from the Province through the regularization of the collection and use of Destination Marketing Fees. DMMOs may also be asked to carry out a number of other functions, such as regional marketing and packaging, quality of service/experience, research/information, workforce development, and investment and product development.

The recognition of Ontario's South Coast would be a preferable outcome than the option currently proposed by the Ministry of Tourism, which would be to create a "Great Lakes Festival Region" including Perth, Wellington, Waterloo, Guelph, London, Middlesex, Oxford, Elgin, Haldimand and Norfolk.

Ensuring that the interests of Norfolk County and other smaller communities are not ignored during the development of DMMOs and any subsequent implementation plans will be paramount. Since tourism is a \$51-million industry employing more than 500 people in Norfolk County, it is a very important sector to our municipality.

Representatives of Norfolk County attended regional consultation meetings organized by the Ministry of Tourism in May, and participated in the discussion around how to determine the boundaries and roles of Tourism Region DMMOs. The consensus of the group was that existing partnerships and alliances should be honoured and nurtured. The Ministry of Tourism continues to review the feedback it has received and is expected to announce its direction later this year.

At its meeting on June 10, 2009, Norfolk County's Tourism & Economic Development Advisory Board passed the following resolution:

*Moved by Mr. [Glenn] Marshall*

*THAT the Tourism & Economic Development Advisory Board recommend that Norfolk County Council support the establishment of Ontario's South Coast as an official Tourism Region within the Province of Ontario, including Norfolk County, Haldimand County, Elgin County and any other municipality on or adjacent to Lake Erie that wishes to participate, in response to Recommendation #2 of the Ontario Tourism Competitiveness Study undertaken by the Ministry of Tourism.*

*AND THAT Norfolk County Council circulate its decision to Elgin County, Haldimand County, and the municipalities of Chatham-Kent, Township of Wainfleet, City of Port Colborne, Town of Fort Erie, Region of Niagara, Essex County, City of Windsor, Town of Amherstburg, Town of Essex, Town of Kingsville, Town of Lakeshore, Town of LaSalle, Municipality of Leamington, and the Town of Tecumseh.*

*AND THAT Norfolk County Council authorize the Mayor to write the Minister of Tourism expressing the municipality's desire to participate fully in the Ontario's South Coast official tourism region. CARRIED.*

**DISCUSSION / ANALYSIS (continued)**

Circulation of this resolution to other partners in the South Central Ontario Region (SCOR) municipal partnership may be advantageous. Staff will inform those municipalities of Council's decision, as well.

The Tourism Industry Association of Ontario (TIAO) has expressed concerns generally about the establishment of tourism regions, in relation to the funding and mandate of said regions and their governance structures. Regardless of how the regions are administered, the development of clearly defined boundaries of clusters of tourism communities remains an important step forward in the development of Ontario's tourism sector.

**INTERDEPARTMENTAL IMPLICATIONS:**

N/A

**TREASURY / FINANCIAL COMMENTS:**

As there are no direct financial implications as a result of supporting the Norfolk County's Tourism & Economic Development Advisory Board's resolutions, staff concur with the recommendations.

**STAFFING / LEGAL IMPLICATIONS:**

N/A

**CORPORATE STRATEGIC PLAN LINKAGE:**

This initiative refers directly to the Strategic Direction #1 – "Economic Prosperity - To deliver programs to retain, grow and attract business and industry in all sectors of our economy":

- Goal A – Retain and Grow Existing Business & Industry
- Goal B – Support the Diversification of the Agri-Business Sector
- Goal C - Attract and Facilitate New Business and Industry

This initiative also refers to the Strategic Direction #5 – "Community Values & Identity - To engage our diverse communities and volunteers":

- Goal B - Foster Support for Boards and Community Based Projects
- Goal C - Support the Diversity of our Community

**DEPARTMENT / DIVISION BUSINESS PLAN STRATEGIC PLAN LINKAGE:**

The 2009 Business Plan for the Planning & Economic Development Department includes the following references to this project, including "work with South Coast partners on joint marketing initiatives" and "complete a Destination Development Strategy".

**CONCLUSION:**

The recognition by the Province of Ontario of "Ontario's South Coast" as a tourism region is key to the ongoing development of the tourism industry in Norfolk County. Norfolk County Council's endorsement of this direction will send a clear message of cooperation and enthusiasm to the Province.

**RECOMMENDATIONS:**

THAT Staff Report PED 09-89, Ontario's South Coast Tourism Region, be received as information;

AND THAT Norfolk County Council support the establishment of Ontario's South Coast as an official Tourism Region within the Province of Ontario, including Norfolk County, Haldimand County, Elgin County and any other municipality on or adjacent to Lake Erie that wishes to participate;

AND THAT Norfolk County Council circulate its decision to Elgin County, Haldimand County, and the municipalities of Chatham-Kent, Township of Wainfleet, City of Port Colborne, Town of Fort Erie, Region of Niagara, Essex County, City of Windsor, Town of Amherstburg, Town of Essex, Town of Kingsville, Town of Lakeshore, Town of LaSalle, Municipality of Learnington, Town of Tecumseh, and other municipalities within the South Central Ontario Region (SCOR).

AND THAT Norfolk County Council authorize the Mayor to write the Minister of Tourism expressing the municipality's desire to participate fully in the Ontario's South Coast official tourism region.

**ATTACHMENTS:**

None

## CORPORATION OF THE MUNICIPALITY OF BAYHAM

### STAFF REPORT

**TO:** Mayor & Members of Council

**DATE:** September 17, 2009

**FROM:** Gerry LeMay, Manager Public Works

**FILE:** 204

**SUBJECT:** Salt Contract for 2009 – 2011

**NUMBER:** PW 2009-17

#### **Purpose**

This report is to present recommendations from the Manager of Public Works regarding the an extension of the contract with Sifto Salt for each of the next two years with the Municipality of Bayham

#### **Background**

Council has discussed a desire to ensure that the Municipality can fulfill its requirements of salt through the winter months thereby keeping the streets safe in our municipality. Some years ago the Municipality of Bayham saw the advantage of joining with the City of London in order to procure the best possible price for salt in a bulk means. Several municipalities in Elgin County did not show such foresight and are now paying approximately 20 % greater price on the supply of salt as opposed to the Municipality of Bayham. The foresight to partner in with a larger community is one that many smaller municipalities are finding very advantageous both in supply and naturally in price.

#### **Staff Comments**

The Manager of Public Works indicates a preference to ensure the supply of salt to our crews for the winter season and ensure that we have the materials required to keep the roadways safe. Therefore I would suggest we continue the contract with Sifto Salt for the next several winter seasons. Under the Strategic Priorities Goal #2 (Ensure reliable, well maintained and secure infrastructure) subsection 3 we have meet this parameter of the priorities with this By-Law ensure a standard system for the Municipal roadways.

#### **Attachments**

1. Summation of Price increased from Sifto Salt

#### **Strategic Plan Goal(s)**

1. Goal #2 - Ensure reliable, well maintained and secure infrastructure

#### **Recommendation**

THAT staff be authorized to accept the prices received from Sifto Salt and continue the contract for the next two years as stated in the correspondence from Karen English of the City of London

Respectfully submitted,

  
 Gerry LeMay, Manager Public Works

Reviewed By.

  
 Kyle Kruger, Administrator

**Gerry Lemay**

---

**From:** Ed Bradfield  
**Sent:** Tuesday, September 08, 2009 11:46 AM  
**To:** Gerry Lemay  
**Subject:** FW: Salt Contract  
**Importance:** High

---

**From:** English, Karen [mailto:kenglish@london.ca]  
**Sent:** Tuesday, September 08, 2009 11:03 AM  
**To:** fwilson@town.aylmer.on.ca; swoolley@twp.southwold.on.ca; Hoogstra, Mike; price@city.st-thomas.on.ca; Gwen Tracey; Mike Thorn; Ed Bradfield; halcorn@uwo.ca; msture@thamescentre.on.ca; rgillies@county.middlesex.on.ca  
**Cc:** Kim Wood  
**Subject:** Salt Contract  
**Importance:** High

The City has negotiated a contract extension with Sifto Salt for each of the next two years.

Rather than their proposed 4.5% increase for one year, we were able to secure a 3% increase for the 2009/2010 season and a 3% increase for 2010/2011. The original tender allowed for up to four one year extensions and it's in the best interests of the participating agencies to commit to the two year extension.

The prices are \$59.55 per metric tonne delivered for 2009/2010 and \$61.40 per metric tonne delivered for 2010/2011, applicable taxes extra.

Kim, our recommendation goes to Board of Control on the 16th of September and we should have Council approval on the 22nd. I will forward our (the City's) revised contract record at that time showing the negotiated changes.

Thank you.

Karen

Karen English, CPPB  
Procurement Officer

P. 519-661-2500 ext. 4519  
F. 519-661-5030

9/8/2009

**CORPORATION OF THE MUNICIPALITY OF BAYHAM**

**STAFF MEMORANDUM**

**TO:** Mayor & Members of Council

**DATE:** September 9, 2009

**FROM:** Kyle Kruger, Administrator

**FILE:** T04

**SUBJECT:** Glen Erie Line Stabilization Works - Scope and Observer(s)

At its September 3rd meeting, Council has requested information regarding the scope of works planned by the County in the rehabilitation of the slope east of the bridge on Glen Erie Drive (planned for Spring 2010), and whether there may be an opportunity for an observer to attend near the site to observe as the works proceed.

Staff contacted County of Elgin staff, and received information generally as follows:

Scope of works:

The intent is for the creek to be moved away from the road to prevent future erosion of the toe of the slope and thereby help in the future road stability. Some vegetation will be removed from the north side slope and fill added so that the slope will be flattened to 3:1. When the fill is added to the side slopes, benches (approximately 0.5 meters wide by 0.5 high) will be cut into the side of the slope. This will permit the new fill to be kneaded into the existing road side fill, so that the two separate fill sections will then act as one mass rather than two separate masses.

Observer:

As was suggested at the September meeting, having an observer does create some problems under the safety rules in Ontario. OHSAs roughly states that the contractor must control the site for all safety violations. If a person visits the site then he must abide by the contractors rules for safety which are heavily influenced by the OHSAs. The County could ask the contractor if a person could sit and watch the constructions activities, however the contractor may or may not agree - that would depend on the specific contractor. County staff believe that most contractors would agree with certain caveats (ie: not be in an area near construction equipment or activity, have all personal safety equipment, vacate the area at the wishes of the contractor at his discretion, etc...) It was suggested contractors would probably agree daily on places to sit and observe.







**CORPORATION OF THE MUNICIPALITY OF BAYHAM  
STAFF REPORT**

<b>TO:</b>	Mayor & Members of Council	<b>DATE:</b>	September 17, 2009
<b>FROM:</b>	Paul Groeneveld Fire Chief/CEMC	<b>FILE:</b>	P01
<b>SUBJECT:</b>	Open Air Burning By-law	<b>NUMBER:</b>	P2009-027

**Purpose:**

Provide information to Council regarding the municipality’s open air burning by-law and options for the disposal of old tobacco kilns.

**Background:**

Municipal By-law 2006-047

In 2006 the municipality enacted By-law 2006-047 to regulate the setting of fires (open-air burning) in the municipality.

The By-law permits open air burning in rural areas provided the property owner obtains a burning permit from the Fire Chief (Municipality).

Persons are prohibited from burning all materials other than

- Wood and wood by-products that have not been chemically treated or painted or stained
- White or brown: paper and cardboard for the purposes of starting an authorized fire
- Dry: brush, stumps, hay, straw, and grass and other dry yard or natural agricultural materials but not including animal wastes and parts of animals unless such animals are diseased
- Natural or petroleum gases or liquids used as appliance fuels
- Charcoal materials intended for BBQ use
- Other clean burning combustible materials that may be specifically approved by the Fire Chief or his/her designate

The By-law also provides for other safety issues such as distance to buildings both occupied and non-occupied, wind direction, size of pile to be burned and time of day.

### Municipal Scan

Staff contacted neighboring municipalities to ascertain their requirements for burning of old kilns.

<b>Municipality</b>	<b>Open Air Burning – Old Kilns</b>
Central Elgin	Removal of asphalt shingles, tar paper, foam and knocked down
Malahide	Removal of asphalt shingles
Norfolk	Removal of asphalt shingles, tar paper, foam and knocked down
Norwich	Removal of asphalt shingles and tar paper siding
Southwest Oxford	Removal of asphalt shingles and tar paper siding
Bayham	Removal of asphalt shingles, tar paper and knocked down

### Ministry of Environment

In June 2009 staff contacted the Ministry of the Environment regarding the permitting of burning old kilns.

The MOE provided a letter dated July 17, 2001 (attached) sent to the previous Fire Chief outlining the MOE's views and concerns with permitting the burning of old tobacco kilns.

### Burn Permits

Staff currently issues permits for the burning of old tobacco kilns provided the roof shingles and tarpaper siding and other non-approved materials are removed, and the structure is knocked down prior to burning.

There is no cost for a burn permit.

### Legal

Staff contacted the municipality's legal advisor regarding the permitting of burning of old kilns and petroleum-based products (e.g. shingles).

Staff received the following response:

"If the burning results in fugitive emissions which could impair the environment, then the owner doing this could be charged by the MOE. The Municipality could be charged for "permitting" the discharge, if the By-law purports to allow this activity, particularly under the circumstances described"

### Staff Comments:

#### Options for Disposal of Old Tobacco Kilns

The following options are available for the disposal of old tobacco kilns:

- Burn after shingles, tarpaper and non-approved materials are removed
- Burn with non-approved materials
- Demolition and buried on site
- Demolition and transported to local landfill

General

Staff recognizes there are costs associated with the removal of non-approved materials prior to burning or demolition and burying materials. Staff has witnessed non-approved materials being removed by a hi-hoe prior to demolition and burning.

If persons were permitted to burn non-approved materials he/she would be subject to potential intervention by the MOE and any subsequent enforcement activities.

If the municipality permits such burning it could also be held liable.

In addition the public may view the Municipality as being environmentally unfriendly by permitting the burning of old kilns with shingles and tarpaper attached.

The requirement to obtain a burn permit is to reduce the number of calls to the fire department as a result of persons burning waste materials, such as brush and yard waste, without notifying the fire department in advance.

Options:

1. **Direct staff to draft an amendment to By-law 2006-047 for consideration by Council to permit the burning of non-approved materials (e.g. shingles and tarpaper) by a person disposing of an old tobacco kiln.**
2. **Direct staff to draft a by-law for consideration by Council to exempt a person from By-law 2006-047 when burning an old tobacco kiln.**
3. **No action at this time.**

Strategic Plan Goal(s)

Goal #4 – *Be dedicated to service excellence*

Goal #7 – *Promote excellence in environmental stewardship*

Recommendation

“THAT Staff Report 2009-027 be received for information”

Respectfully submitted,

  
**Paul Groeneveld**  
**Fire Chief**

Reviewed By,

  
**Kyle Kruger**  
**Administrator**

Ministry of the Environment    Ministère de l'Environnement  
650 Exeter Rd. 2<sup>nd</sup> Flr.    650 chemin Exeter, 2e etage  
London ON N6E 1L3    London ON N6E 1L3  
Tel (519) 873-5000    Tel (519) 873-5000  
1-800-265-7872    1-800-265-7872  
Fax (519) 873-5020    Telec (519) 873-5020



July 17, 2001

Mr. Sam Taylor  
Fire Chief/Emergency Measures Coordinator  
Bayham Fire Department  
P.O. Box 160  
9344 Plank Road  
Stratfordville, ON N0J 1Y0

Dear Mr. Taylor:

This is in reply to your letter of July 4, 2001 concerning the burning of tobacco kilns throughout southwestern Ontario.

There is no permit or licence required from this Ministry for the situation you outlined in your letter. Agricultural burnings are assessed by the Ministry's field staff on a site-by-site basis, and our decision to intervene depends on whether we think there is an adverse effect. For this reason, we normally advise residents who take issue with these activities to contact our toll-free number at the Spills Action Centre (1-800-268-6060).

However, we acknowledge that there are better methods of dealing with derelict buildings. These buildings may be demolished, and the materials buried within the bounds of the farm unit. Disposal at an approved landfill is also an option.

There may be provisions in the *Municipal Act* which enable municipalities to control open-air burning. I would suggest that the Township contact the London Office of the Ministry of Municipal Affairs and Housing at (519) 873-4020/ 1-800-265-4736 for advice.

I trust that this will be of assistance. Should you have any questions, please contact Dave Thompson, the Environmental Officer for your area at (519) 873-5029.

Sincerely,

A handwritten signature in cursive script that reads "Micheline Riopelle".

Micheline Riopelle  
Director  
Southwestern Region

b.c.c.: D. Thompson

**CORPORATION OF THE MUNICIPALITY OF BAYHAM****STAFF MEMORANDUM****TO:** Mayor & Members of Council**DATE:** September 8, 2009**FROM:** Kyle Kruger, Administrator**FILE:** A20**SUBJECT:** Eden Community Centre Repairs and Designated Substances

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At the Council meeting July 16, 2009, Council received correspondence from the Eden and Area Community Centre group, as well as report PR2009-14. A copy of both are attached.

At that meeting, Council directed as follows:

**"THAT Correspondence dated July 16, 2009 from Eden & Area Community Centre regarding operation of Eden and Area Community Centre be received;  
AND THAT Staff be directed to meet with the Community Centre Committee to discuss remediation options for the asbestos issue."**

Staff have had some further discussion with representatives from the Community Centre group, and unfortunately, there appears to be no option regarding removal of asbestos material beyond the municipality retaining a properly certified contractor.

Additionally, Council had asked some questions regarding phasing in the repairs listed in previous reports. Staff would suggest that those reports provide phasing of the works as is best available. Those items that are identified as building and/or fire code issues should be corrected as soon as is practical.

RECEIVED  
JUL 13 2009  
MUNICIPALITY OF BAYHAM

Eden & Area Community Centre  
56967 Eden Line  
Eden, Ontario  
NOJ IHO

July 16, 2009

COPY

The Corporation of the  
Municipality of Bayham  
9344 Plank Road,  
Straffordville, Ontario  
NOJ IYO

Dear Mayor, Deputy Mayor and Council Members,

We, the members of the Eden and Area Community Centre and other interested citizens are writing to confirm our desire to continue to keep operating the Eden and Area Community Centre as a Community Centre run by us.

In regards to matters presented to us and previously discussed, we propose that the Municipality of Bayham remove the asbestos, replace the piping, replace the old water heater, and fix the valves, as soon as possible.

As per the attached sheet from the lease you have with us - Section 6 Municipality's Covenants Part b Heating and Air Conditioning, we would appreciate your attention to fulfilling your duties stated there. This will also help to accomplish #2 of your strategic plan goals to ensure reliable, well maintained and secure infrastructure, that was stated in the Staff Report given to the Eden and Area Community Centre executive by Kyle Kruger at the May 19, 2009 meeting with us.

Immediate attention is required to remove the asbestos and replacing the piping; as cold weather will soon be upon us again and we will need heat to function in the building.

Once you have fulfilled your obligations by removing the asbestos, replacing the piping, replacing the old water heater and fixing the valves, we would oversee the installation of the ceiling tiles that you supply us with, that meet the proper specifications of the Building and Fire Codes.

Another important reason for the Municipality of Bayham to retain the building and to bring it up to Fire and Building Code is its potential use as an emergency shelter for the north end of Bayham (Ward #3). There is presently no other suitable building that could be used in the event of disasters, examples being tornadoes, chemical fires, snow and ice storms. With the fact that there are two trailer parks in close proximity to Eden, and they are often subject to terrible damage if a tornado goes through an area, the Eden and Area Community Centre might be required to provide an emergency shelter. Also the fact that our weather is becoming more unpredictable and the winds stronger every year this may be another point to consider. The continued use of the building run by a public, community group but owned by the Municipality would insure that the building would be available to be used in the event that a disaster did occur.

The dynamics within and around Eden have been changing. There have been new houses built to the east and west of Eden, and there is the potential for many more houses to be built to the north and south of Eden. To the west of Eden, North Hall has many new homes. It would be a shame to lose the building just when it may be needed the most. With such a great increase in people and the probability of even more people to come, the potential for use of the Eden and Area Community Centre also increases.

The building has been a part of Eden's history for forty-nine years. The building as Eden Public School turned out many fine individuals. In the future it may be one of a few examples in Ontario of what a four roomed school looked like. Presently the Eden and Area Community Centre holds plaques with the names of some of Eden's finest athletes on, and it could hold even more items of Eden's history. Some of the people who have attended the Eden Reunion have pictures of Eden as it once was and photographs of people who once lived here. Many would probably donate copies of their pictures. It has the potential to be a place where some of Eden's history may be stored, but even more importantly where it could be displayed where both locals and visitors can see it. It has for a long time been a part of Eden's history and continues to make history through the various events held at the Eden and Area Community Centre. Therefore we see no reason why needed repairs can't be done and let it continue to be part of Eden's history, as our Community Centre.

These are some reasons why we think that the Eden and Area Community Centre should continue with the needed repairs and upgrades made to the building so that it meets Fire and Building Codes.

To help do what is required to bring the building up to codes and to practice responsible financial management, which was the #1 strategic plan goal stated in the same Staff Report previously cited, we understand that there is infrastructure money available for updating facilities and that grants can be applied for by the Municipality. The Municipality could apply for infrastructure grants to offset the costs of fixing the building. If the Eden and Area Community Centre was to be designated an emergency shelter, would there be grants available that could be applied for? We propose that the staff at the Municipality who specialize in doing this, set about investigating these possibilities and whatever other ideas they might have, and put the wheels in motion for securing these grants to help minimize the costs to the taxpayers of Bayham, for bringing the Eden and Area Community Centre up to Fire and Building Codes.

We also understand from a Bayham resident, who is in the construction business, that since we are a volunteer group that does not make money and with the kind of work that needs to be done to the building, we stand a chance of securing a Trillium Grant. He is willing to help us do the paper work and guide us through the process in hopes of securing a Trillium Grant.

If we secured a Trillium Grant, that grant money would also go to lowering the cost of bringing the building up to Fire and Building Code; thereby, making the infrastructure more reliable, better maintained and more secure and lowering the cost to the Municipality which would practice financial responsibility. The Trillium Grant would meet both of the goals stated in the Staff Report.

We understand that grants take time to come through or we might not secure one at all. So we propose that we take things one step at a time and get the things done that need to be done right away - those being the asbestos removed, the piping replaced, the water heater replaced and the

valves fixed. Then if the Fire Chief and Building Inspector would set up a time line when things need to be done by, that would give us a chance to see what things we can help do with your support, and the things that the Municipality will have to do without any help from us.

Some things still need to be clarified for us, besides the time structure. The matter of handicap washrooms is one of them. We have an offer from an engineer to draw up handicap washroom plans. However we still do not see why we have to have two handicap washrooms. Many places have only one handicap washroom. It is marked "Handicap" and only people that are handicap - male or female - use that one. Why do we need to have two? If we have one unisex handicap washroom, that way the person assisting the handicap person can go in with him or her and not be worried about what gender they are. For example, if a husband is with a wife that needs assistance, does he go in the male or female washroom? If it is just designated for the handicap and is unisex, it doesn't matter. It is more practical and one handicap washroom would cost a lot less than two. Doing only one handicap, unisex washroom would be the financially responsible thing to do, if only one meets the requirements of the codes and the law.

Also we would like to know if the handicap washroom(s) is/are not going to be in the other washrooms, do we have to have an engineer, do plans for those two washrooms too, or can we just fix them up? We have five toilets already purchased and paid for, waiting to be put in. We have people who volunteered to help put them in, and we hope to proceed as planned as soon as we have input from you. The toilets were a cost that we had already assumed. New toilets would definitely improve the washrooms. They would look better, work properly, use less water, not leak or sweat in the heat making the floors wet, and not run all the time. Before this whole matter arose, we were already using our own money and initiative to help maintain and improve the infrastructure of the building which is one of your goals.

Please do remember that we do pay our bills - hydro, gas, sewer, snow removal - as is our agreement with you. We have so far run with a profit. We have kept our costs to the municipality at a minimum. The only expenses that we are aware of are: the original cost of the building and parkland, the driveway which you paved, and the roof which you fixed.

Like all of us, the building is getting older - its birth date was 1961 - and all of us know that buildings take care, and that repairs must be done either on a regular basis or all at one time. The building itself has only cost the repair of the roof. The fact that the building's function changed from that of a school to a Community Centre, is one reason why costs have to be incurred to bring the building up to Fire and Building Codes that are required for a Community Centre.

With required repairs, the building can continue to be a Community Centre for us, a harbinger of history for the village, and potentially a haven in times of disaster if it is designated an emergency shelter. Now we provide a place where people can meet to have meetings, have church, play cards, have special events, have breakfast with their friends, have suppers, bake sales, yard sales, etc. We provide a place that people can rent at an affordable price for all kinds of: parties - birthday, anniversary, Christmas, New Year; showers - bridal, baby; reunions - the old timers, family, school. It has even been used for a wedding reception, for funeral luncheons, for a voting station, and numerous other functions. It is a building that has had many varied uses and we would like to see it continue to be a used and be a useful part of Eden itself and the area surrounding Eden.

4.

In conclusion, since our resources financially are limited, we will help do what we can do, mostly through providing some labor, and purchasing materials with your advice and financial backing if you wish, when some items may be purchased at a lower cost by us than if they were tendered and purchased by the Municipality. We'll help do things where we are qualified and/or able to do them. We have given reasons why the Community Centre is an asset to the people of Eden and the surrounding area, and in the future how it could be potentially more. This is what we propose for your consideration in deciding whether to let us continue using the building as a Community Centre.

Yours truly,  
The Members of the Eden & Area  
Community Centre and Interested  
Citizens

Post Script: We would appreciate knowing your decision about our continued use of the building as a Community Centre as soon as possible. This would allow us to reassure the people who come for breakfast the first Saturday of each month that we will be open. We will also be able to reassure people planning to book or who have already booked the Community Centre that we will be available for their event. We will be able to proceed with planning our fund raisers. Therefore, a speedy reply would be truly appreciated.

**(6) MUNICIPALITY'S COVENANTS**

The Municipality convenants with the CENTRE as follows:

- (b) HEATING AND AIR CONDITIONING - during the term of this lease, whenever heat or cooling air conditioning is reasonably required, except during the making of repairs to heat or air condition the Premises so as to keep them at a reasonable temperature; but if the Municipality defaults in so doing, it shall not be liable to the CENTRE or to any person whom the CENTRE may permit to enter the Premises for any damage including indirect or consequential damage or damages for personal discomfort or illness arising out of or resulting form default. The Municipality will, on determining that repairs are required to the heating or cooling air conditioning equipment, precede to complete such repairs with due diligence;

**(6) MUNICIPALITY'S COVENANTS**

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June 18/09  
2009 - 339

**CORPORATION OF THE MUNICIPALITY OF BAYHAM**

**STAFF REPORT**

**TO:** Mayor & Members of Council  
**FROM:** Kyle Kruger, Administrator  
**SUBJECT:** Eden Community Centre - Repairs and Designated Substances

**COPY**

**DATE:** June 12, 2009  
**FILE:** A20  
**NUMBER:** PR2009-14

---

**Purpose**

This report is further to Report PR2009-11, regarding Eden and Area Community Centre building repairs/improvements and the results of a designated substances survey.

**Background**

Council considered Report PR2009-11 in May of this year, which outlined results of a Designated Substances inspection, and inspections carried out by the municipal CBO and Fire Chief. A copy of that report is attached.

After considering the information, including the immediate and medium term costs for building maintenance, Council authorized staff to initiate discussions with the Eden and Area Community Centre regarding the continued use of the building.

Staff and several Council members met with the Community Centre representatives May 19th. Staff provided copies of the involved reports and some information from the Ministry of Labour about obligations respecting designated substances. There was discussion of the information and Community Centre representatives indicated strong desire to continue with the building. Questions were raised regarding what would be done with the building and property should it close. At the close of the meeting, it was agreed that the group would review the information supplied and provide their comments and/or questions. A subsequent meeting was held involving the Fire Chief and CBO, and the group sought clarification regarding a number of the items identified as deficient and/or in need of repair. Interest was expressed in reducing costs by carrying out works with local volunteers/donations where practical.

**Staff Comments**

At the time of writing this report, the Eden and Area Community Centre group has not yet submitted comments, including a list of works that they may undertake. This is expected prior to the upcoming Council meeting. As mentioned, the intent of the group is to continue use of the building as a community centre, and have certain works carried out by volunteers. Staff would continue to provide assistance/guidance as needed. In regard to designated substances, removal etc. would be required to proceed as outlined in the previous report, and the necessary asbestos management plan would also need to be finalized.

At this time, two basic options exist - proceed with repairs to the facility, or terminate the use and dispose of (sell or demolish) the building. In the case of a sale of the building, several issues would need to be addressed, such as parking areas etc., however the Municipality would be able to retain the majority of the park area. Estimates have not been produced for the costs of any demolition.

**Options**

1. Commence with removal of asbestos as recommended in the Designated Substances Survey, and other immediately required repairs (plumbing etc.), and develop Asbestos Management Plan in accordance with regulations.
2. Initiate steps to dispose of the building.

**Attachments**

1. Copy of Report PR2009-11

**Strategic Plan Goal(s)**

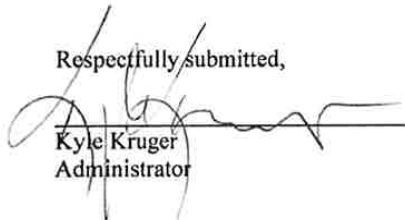
Goal #1 - Practice responsible financial management

Goal #2 - Ensure reliable, well maintained and secure infrastructure

**Recommendation**

THAT Report PR2009-14 be received, and Council provide any further direction to staff.

Respectfully submitted,



Kyle Kruger  
Administrator

**CORPORATION OF THE MUNICIPALITY OF BAYHAM**

**SEATE REPORT**

**TO:** Mayor & Members of Council

**FROM:** Kyle Kruger, Administrator

**SUBJECT:** Eden Community Centre - Repairs and Designated Substances

**DATE:** April 30, 2009

**FILE:**

**NUMBER:** PR2009-11

COPY

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**Purpose**

This report is to provide further information regarding Eden and Area Community Centre building repairs/improvements and the results of a designated substances survey.

**Background**

In February 2009, Council considered information received outlining concerns regarding the location of asbestos in the Eden Community Centre. The issue was discovered upon responding to requests from the Eden and Area Community Centre to undertake repairs to the heating system/hot water tank, and to consider repairs to ceilings damaged by roof leaks prior to 2008. Council directed that staff proceed with a Designated Substances Survey, and inspect the building to assess other capital needs/compliance issues.

The CBO and Fire Chief undertook inspections in late February. Staff received the Designated Substances Survey April 29th, 2009.

**Staff Comments**

The Designated Substances Survey results did identify asbestos issues, largely as outlined in the draft findings presented in February. Since asbestos containing materials have been confirmed, the building is subject to requirements for an asbestos management program. The report does recommend that certain asbestos material is in fair to poor condition, and should be repaired or removed. Also, certain other designated substances have been identified, however these are not recommended for removal, but rather will require notice and work practices in accordance with various regulations when the materials are disturbed (construction/demolition/disposal).

In regard to an asbestos management program, the following are the general requirements:

- a) Prepare and maintain on the premises a record of the location of the asbestos containing material
- b) Give any other person who is an occupier of the building written notice of any information in the record that relate to the area occupied by the person
- c) Give any employer with whom the owner arranges or contracts for work written notice of the information in the record, if the work,
  - i) may involve material mentioned in the record, or
  - ii) may be carried on in close proximity to such material and may disturb it
- d) Advise the workers employed by the owner who work in the building of the information in the record, if the workers may do work that
  - i) involves material mentioned in the record, or
  - ii) is to be carried on in close proximity to such material and may disturb it
- e) Establish and maintain for the training and instruction of every worker employed by the owner who works in the building and may do work in clause d), a program dealing with
  - i) the hazards of asbestos exposure

# COPY

- ii) the use, care, and disposal of protective equipment and clothing to be used and worn when doing the work
  - iii) personal hygiene to be observed when doing the work
  - iv) the measures and procedures prescribed by regulation
- f) Inspect the material mentioned and update the survey at reasonable intervals (annually) or whenever the owner becomes aware of new information relating to matters within the survey.

The staff inspections of the building did identify significant other capital repairs/works that the building will require in the near future and works to comply with current fire code requirements. These items range from small maintenance (ie: painting) to extensive renovations (ie: accessible washroom facilities, window replacement, exterior doors, soffit/facia repair).

Estimates to carry out immediate requirements are as follows (information from local contractors and/or staff):

Replacement of ceiling tiles	- \$ 17,000
Doors, miscellaneous	- \$ 10,000
Removal of asbestos and re-insulation of plumbing	- \$ 36,800
Replacement of control valves; new water heater	- \$ 11,500 to \$15,900

These estimates include only immediate items. Estimates have not been sought for the items such as accessible washrooms etc. previously mentioned. In addition, staff have just been informed of recent additional roof leaks at the building. At this time, staff are reviewing whether repairs may fall within the warranties from the repairs done in 2007.

#### Options

1. Commence with removal of asbestos as recommended in the Designated Substances Survey, and other immediately required repairs (plumbing etc.), and develop Asbestos Management Plan in accordance with regulations.
2. Initiate discussions with the Eden and Area Community Centre regarding the continued use of the building.

#### Attachments

1. Memo of CBO February 24, 2009
2. Memo of Fire Chief February 25, 2009
3. Extract from Designated Substances Survey March 25, 2009 - Recommendations section

#### Strategic Plan Goal(s)

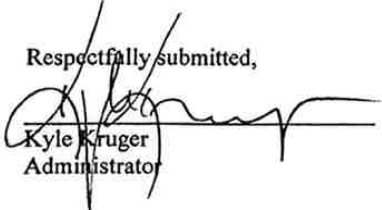
Goal #1 - Practice responsible financial management

Goal #2 - Ensure reliable, well maintained and secure infrastructure

#### Recommendation

THAT staff be authorized to initiate discussions with the Eden and Area Community Centre regarding the continued use of the building.

Respectfully submitted,

  
 Kyle Kruger  
 Administrator

This article was originally written by me in early 2007.

C13

Please copy and distribute to :

Lynn Acre, Cliff Evanitski, Mark Taylor, Wayne Casier, Ed Ketchabaw Bill Knifton, Kyle Kruger and Paul Groeneveld.

Also sent to Al Spicer, Around about Bayham, Aylmer express Sean Hurley and interested parties etc.

Matthew J Redsell  
P.O. box 18  
Port Burwell  
Ontario N0J 1T0  
Sept 11 2009

A discussion of changes to the Municipal zoning for the installation of small residential windmills to generate owners electricity.

*Preamble.*

For most people the thought of a windmill is something one purchases at a windmill dealer and then hires a contractor. A good dealer of windmills will examine the needs of the prospective home by analyzing the electrical needs then suggest a system of solar cells and a windmill. The prospective customer will be shocked at the expense of a system so **the first thing that must occur is to conserve and reduce the energy being used**. There is also regular maintenance to consider.

And if enough research is done one discovers that alternate energy is never going to fulfill our every need and that life in our future on renewable energy will be very different from our present day.

I have lived off of solar cells for about three years and understand the nature of days without much electricity and then to make use of the energy when the sun shines. I have studied self sufficiency daily for over 3 years.

Building a windmill is an extension of my desire to pioneer and share in a sustainable lifestyle while maintaining the need to have those items that produce electricity, heat or energy easily built and maintained by the home mechanic.

The amount of power that one can expect from a windmill depends on the blade diameter. For example a blade of 1 meter in a 10m (22 mph) per second wind may produce 70 watts. A blade of 2 meters in a 10 m/second wind may produce 280 watts. You will notice that twice the blade diameter yields four times the energy. To give you an idea of energy use consider that a hair dryer easily uses over 1200 watts!

I have built my own windmill from the plans of Hugh Piggot, a world recognized windmill builder, and recommended as the most reliable. This is a well researched, heavy duty construction made to last and has been fabricated in many countries around the world. And the best thing about it is that all the parts are easily available locally.

## **Guidelines to consider in allowing windmills on any zoning:**

\*The main issue is to have a quiet operation for residential use . If a windmill is built correctly it should have a tip speed ratio of less than 7 to reduce noise and a blade diameter of greater than 2 meters and less than 5 meters. A number of store purchased windmills have very diameter small blades and rely on a high wind speed to operate. These are usually not suitable in a residential area nor have a very good record of longevity.

\*The second issue is to recommend a guyed gin pole tower so that the windmill can be easily lowered should extreme weather conditions be imminent or that it can be easily serviced.

\* Placement of the tower should be considered to give a short distance to the house to avoid energy loss since the voltages used are usually under 24 volts. The placement of the tower *should not be placed* according to where it would fall since a well designed guyed tower will not fall down. All electrical wires should be buried.

\*Guy wires should be clearly marked to avoid people running into them and have some setback from property lines. Guy wire anchors are usually ½ the tower height and in sets of four per level ( three to four sets in 70 ft ) .

\*height of the tower should allow for clearance over trees and other objects upwind of the windmill by about 20 ft. A set of guidelines for the tower plans should be submitted and compared to towers already in use. Having an engineers approval does not necessarily provide one with suitability of the tower especially if they are not familiar with windmill towers; far better to have those who know towers approve certain criteria such as certain tube diameters, suggested guy wires and anchor points for certain blade diameters. A suggested one tower length from any power lines would be prudent. The tower should have at least 10 ft from the ground to the bottom of the windmill .. . . . blades.

\*The gin pole tower should be able to be taken down entirely within the property lines.

## **POINTS TO THINK ABOUT**

It is important to have a set of guidelines that are backed by careful thought and good reasoning. Do not just adopt other municipalities guidelines.

Requiring the tower to be at least one length from nearest owners dwelling does not make much sense and only contributes to energy losses due to long distances and perhaps the placing the tower in a most unfavorable site, and if the tower should fall on a house it will at least not fall on anyone and will certainly not destroy the house and the people inside.

Do not limit resident windmills by their rated power output. This is a wildly unreliable number. It is better to limit the diameter of the blades to under 3 meters and a tip speed ratio of less than 7.

Some neighbours may object to the sight of a windmill. This should not be an issue when we are striving to explore renewable energy. The sight of tv antennas, electrical lines and poles are certainly more of an eyesore. Consider which you would rather have in your back yard, a windmill or a coal fired generator?

Do not limit the choice of windmills to those manufactured and for sale in stores. Many of the residential windmills available have not proven reliable. Encourage those interested in windmills to seek others who have successfully completed windmills in the local area.

Windmills run at low voltages that are non hazardous to humans. Typically 12 or 24 volts are used. What is most important are wire sizes and the distances the electricity must travel so good planning is necessary and should not be hampered by long set backs.

A set of guidelines is better than a rigid set of rules. Our own building inspector should have the ability to judge the merits of each installation.

**The submission for a residential windmill to the building inspector should have the following:**

A diagram and dimensions of the windmill from the manufacturer or builder.

A diagram of the tower with specific sizes for all the parts including the anchors.

A diagram of the electrical layout showing an electrical or mechanical braking system (wires are all crossed to stop the blades)

A plan of the placement of the tower within the property.

The building inspector should see the completed windmill before it is put up on the tower.

The building inspector is not certifying that the windmill is safe or workable. He may suggest other possibilities but he does however have the right to not allow the windmill should he find good reasons that do not fulfill the above guidelines.

The entire project is the responsibility of the builder, owner and or contractor and they will be held responsible.

MUNICIPALITY OF BAYHAM  
**Accounts Payable**  
 Royal Bank  
 Cheque Register - 09/03/2009

Invoice Payee	Invoice Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
000031	ADT SECURITY SERVICES CANADA					
	Z1821015	REPLACE THE MAIN PANEL	08/20/2009	I	151.73	007066
					Cheque Amount -	151.73
001337	AROUND ABOUT BAYHAM					
	school bus ad	SCHOOL BUS AD	08/31/2009	I	31.50	007067
					Cheque Amount -	31.50
000158	CANADIAN TODS LIMITED					
	6019870	EDISON MUSEUM / ATTRACTIONS	08/01/2009	I	481.96	007068
	6019871	LOGO - LIGHTHOUSE	08/01/2009	I	481.96	007068
	6019872	LOGO - MARINE MUSEUM	08/01/2009	I	481.96	007068
					Cheque Amount -	1,445.88
000220	CJDL					
	5284	RESEARCH FOR COMM ADJ FUND	08/25/2009	I	1,204.88	007069
	5288	CENTRE STREET DRAIN - VIENNA	08/26/2009	I	1,522.50	007069
					Cheque Amount -	2,727.38
000229	DANCE SEWER CLEANING INC					
	10807	CLEAN PUMPSTATION	08/17/2009	I	551.25	007070
					Cheque Amount -	551.25
000282	ED BRADFIELD					
	eyewear	GLASSES - LAYNE BRADFIELD	09/02/2009	I	223.95	007071
					Cheque Amount -	223.95
001565	EMCO CORPORATION					
	5400910-01	GATES, VALVE STEMS	08/27/2009	I	3,743.69	007072
	5401060-00	MATERIALS FOR WEATERWORKS	08/27/2009	I	1,114.69	007072
					Cheque Amount -	4,858.38
000348	FRAMPTON MAILING SYSTEMS					
	26284	POSTAGE TAPES, CARTRIDGE	08/18/2009	I	284.71	007073
					Cheque Amount -	284.71
001457	FRED & SUSAN HERMANN					
	0-003-05500	REIMBURSE TAX PAYMENT	09/01/2009	I	662.01	007074
	0-003-06300	REIMBURSE TAX PAYMENT	09/01/2009	I	1,515.87	007074
					Cheque Amount -	2,177.88
000427	HYDRO ONE NETWORKS INC					
	Aug 50221-05009	UTILITIES - SEWAGE PLANT	08/20/2009	I	4,314.07	007075
					Cheque Amount -	4,314.07
000446	JACKIE BOOTLE					
	Aug15-Sep15'09	MANAGER FEES	08/31/2009	I	791.66	007076

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Cheque Register - 09/03/2009

Invoice Payee	Invoice Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
					Cheque Amount -	791.66
000555	LONG POINT REGION CONSERVATION					
	05214b	3RD QUARTER - SEPTEMBER	01/23/2009	I	11,015.50	007077
					Cheque Amount -	11,015.50
001550	MARY ALICE HANSON					
	reimburse purchase	KIDS PROGRAM SUPPLIES	08/31/2009	I	45.50	007078
					Cheque Amount -	45.50
000619	MUNICIPAL HEALTH & SAFETY					
	Confined Space Entry	COURSE - CONFINED SPACE	09/03/2009	I	341.25	007079
	course register	BASIC CHAINSAW OPERATOR	09/02/2009	I	236.25	007079
					Cheque Amount -	577.50
000633	NATURAL RESOURCE GAS LIMITED					
	Aug E12378-01	UTILITIES - STRAF FIREHALL	08/20/2009	I	17.41	007080
	Aug E14212-01	UTILITIES - MED BLDG	08/20/2009	I	13.41	007080
	Aug E22380-01	UTILITIES - PUMP#5	08/20/2009	I	12.08	007080
	Aug E24200-01	UTILITIES - S.C.C.	08/20/2009	I	69.59	007080
	Aug E45407-01	UTILITIES - OFFICE	08/20/2009	I	33.81	007080
	Aug E45409-01	UTILITIES - PUMP#2	08/20/2009	I	12.08	007080
	Aug E45410-01	UTILITIES - LIBRARY	08/20/2009	I	12.08	007080
	Aug E51600-01	UTILITIES - GARAGE	08/20/2009	I	20.08	007080
	Aug F19290-01	UTILITIES - EDISON	08/21/2009	I	12.08	007080
	Aug F20600-01	UTILITIES - V.C.C.	08/21/2009	I	34.80	007080
	Aug F26864-01	UTILITIES - PUMP#6	08/21/2009	I	27.03	007080
	Aug G06210-01	UTILITIES - PB LIBRARY	08/21/2009	I	12.08	007080
	Aug G06305-01	UTILITIES - MARINE MUSEUM	08/21/2009	I	12.08	007080
	Aug G06307-01	UTILITIES - PB FIREHALL	08/21/2009	I	12.08	007080
	Aug G15700-01	UTILITIES - PB OPP OFFICE	08/21/2009	I	12.08	007080
	Aug G40407-01	UTILITIES - PB WORKS YARD	08/21/2009	I	12.08	007080
					Cheque Amount -	324.85
000727	PUROLATOR COURIER LTD					
	406015865	COURIER SERVICE	08/21/2009	I	68.06	007081
					Cheque Amount -	68.06
000737	RAMONA PEIDL					
	237355	AUG '09 CLEANING	08/31/2009	I	940.00	007082
	237356	AUG'09 CLEANING - S.C.C.	08/31/2009	I	637.00	007082
	237357	AUAG '09 CLEANING - V.C.C.	08/31/2009	I	583.00	007082
					Cheque Amount -	2,160.00
000774	RON BRADFIELD					
	reimburse purchase	BULB FOR INTERP CENTRE	08/24/2009	I	30.50	007083

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Payee	Invoice Number		Invoice Date	Type	Cheque Amount	Cheque Number
					Cheque Amount -	30.50
000806	SGS CANADA INC					
	10371581	LAB FEES	08/26/2009	I	331.80	007084
	10371582	LAB FEES	08/26/2009	I	71.40	007084
	10371583	LAB FEES	08/26/2009	I	175.35	007084
	10372115	LAB FEES	08/27/2009	I	299.25	007084
	10372116	LAB FEES	08/27/2009	I	876.23	007084
					Cheque Amount -	1,754.03
001418	TELUS					
	015894762014	DOLLAR POOL SAVINGS	08/27/2009	C	-193.95	007085
	015894762014/2005876	CELL PHONE - P GROENEVELD	08/27/2009	I	56.44	007085
	015894762014/6171156	CELL PHONE - G LEMAY	08/27/2009	I	45.82	007085
	015894762014/6197656	CELL PHONE - A SWANCE	08/27/2009	I	49.66	007085
	015894762014/6365709	CELL PHONE - PB FIRE DEPT	08/27/2009	I	44.86	007085
	015894762014/6365787	CELL PHONE - ROADS DEPT 1	08/27/2009	I	44.97	007085
	015894762014/6366178	CELL PHONE - STRAF FIRE DEPT	08/27/2009	I	44.86	007085
	015894762014/6366198	CELL PHONE - E BRADFIELD	08/27/2009	I	278.96	007085
	015894762014/6366368	CELL PHONE - E ROLOSON	08/27/2009	I	220.08	007085
	015894762014/6369464	CELL PHONE - K KRUGER	08/27/2009	I	50.94	007085
	015894762014/6689955	CELL PHONE - B BUTLER	08/27/2009	I	52.38	007085
	015894762014/9021249	CELL PHONE - ROADS DEPT 2	08/27/2009	I	44.86	007085
					Cheque Amount -	739.88
001580	TOWNSHIP OF SOUTHWOLD					
	mutual aid meeting	DEPUTY & CHIEFS MEETING	08/27/2009	I	45.00	007086
					Cheque Amount -	45.00
000925	TRILLIUM RAILWAY COMPANY					
	PCK1488	SIGNALS	09/01/2009	I	560.98	007087
					Cheque Amount -	560.98
000969	WESTBURNE RUDDY ONTARIO					
	2892297	HARTING MALE INSERT	08/25/2009	I	132.10	007088
	2892298	BULBS	08/25/2009	I	59.66	007088
					Cheque Amount -	191.76
					Cheque Run Total -	35,071.95

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Invoice Payee Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
000009 843002 ONTARIO INC					
11051062	HAULING GRAVEL	08/22/2009	I	6,400.77	007089
				Cheque Amount -	6,400.77
001559 A-CAM/1422809 ONTARIO LTD					
3087	SEWER VIDEO - EDEN & VIENNA	08/25/2009	I	315.00	007090
				Cheque Amount -	315.00
000023 AAROC AGGREGATES LTD					
J058527	GRAVEL	07/31/2009	I	2,897.37	007091
J058659	STONE	08/28/2009	I	787.66	007091
J058660	GRAVEL, CRUSHED STONE	08/28/2009	I	4,902.08	007091
J058661	GRAVEL	08/28/2009	I	27,623.67	007091
				Cheque Amount -	36,210.78
000030 ADAM SWANCE					
footwear	REIMBURSE - BOOTS	09/09/2009	I	200.00	007092
				Cheque Amount -	200.00
001391 AFFORDABLE PORTABLES					
15169	UNIT RENTAL - INTERP CENTRE	08/31/2009	I	136.50	007093
				Cheque Amount -	136.50
000033 AGLINE					
1198484	BUSHINGS	08/14/2009	I	67.01	007094
				Cheque Amount -	67.01
000036 AGRO SPRAY LIMITED					
170110	T-BOLT CLAMPS	09/01/2009	I	13.29	007095
				Cheque Amount -	13.29
001587 ANNIE REDDEKOPP					
reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	111.56	007096
				Cheque Amount -	111.56
001583 AUTO PARTS CENTRES					
6528513	PRESSURE WASH HOSE, COUPLII	08/25/2009	I	174.34	007097
				Cheque Amount -	174.34
000091 BARRY R. CARD					
212012-25	LEGAL FEES	09/01/2009	I	149.10	007098
212013-25	LEGAL FEES	09/01/2009	I	149.10	007098
212014-25	LEGAL FEES	09/01/2009	I	1,298.22	007098
				Cheque Amount -	1,596.42
000141 CAIN'S AUTO SALES & SERVICE					
6618	BRAKE SWITCH, WIRING	08/26/2009	I	228.92	007099

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Invoice Payee	Invoice Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
					Cheque Amount -	228.92
000154	CANADIAN KOOL WATER					
	2-1345	WATER BOTTLES	08/04/2009	I	48.00	007100
	2-1385	WATER BOTTLES	08/11/2009	I	16.00	007100
	2-1425	WATER BOTTLES	08/18/2009	I	32.00	007100
					Cheque Amount -	96.00
000175	CEDAR SIGNS					
	16362	CHECKERBOARD SIGN	08/26/2009	I	494.15	007101
					Cheque Amount -	494.15
000220	CJDL					
	5255	SEPTAGE RECEIVING STATION	08/24/2009	I	3,856.34	007102
	5257	BAYHAM WATER SYS RENEWAL	08/24/2009	I	6,401.22	007102
					Cheque Amount -	10,257.56
001584	COCO PAVING INC.					
	13011988	ASPHALT	08/13/2009	I	2,114.51	007103
					Cheque Amount -	2,114.51
000100	CORPORATE EXPRESS					
	23300024	LEXMARK CARTRIDGES	09/01/2009	I	131.71	007104
					Cheque Amount -	131.71
000218	CUPE LOCAL 35					
	Aug '09 remit	UNION DUES	08/31/2009	I	358.02	007105
					Cheque Amount -	358.02
001590	DIANEVANBRIDGER					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	62.53	007106
					Cheque Amount -	62.53
000272	DYNAMIC FLUID PRODUCTS INC					
	I-91918-0	WASHER HOSE, CRIMPS	08/21/2009	I	25.59	007107
	I-91927-0	STEEL BODY, MALE CONNECT	08/21/2009	I	94.16	007107
	I-91997-0	COUPLERS, CONNECTORS	08/25/2009	I	90.32	007107
	I-91997-1	CONNECTOR, NUT ELBOWS	08/26/2009	I	49.16	007107
	I-92023-0	STEEL BODY	08/26/2009	I	80.73	007107
	I-92230-0	CRIMPS, HOSES	09/04/2009	I	148.79	007107
					Cheque Amount -	488.75
000284	ED ROLOSON					
	glasses	GLASSES - ALIDA ROLOSON	08/31/2009	I	275.00	007108
					Cheque Amount -	275.00
000299	ELGIN PURE WATER					
	0000153776	MONTHLY RENTAL	09/01/2009	I	106.58	007109

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Invoice Payee	Invoice Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
					Cheque Amount -	106.58
000305	ELIZABETH BERGEN					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	50.00	007110
					Cheque Amount -	50.00
000316	EQUIPMENT CENTRE SIMCOE LTD					
	T051835	SMOOTH DRUM ROLLER	08/31/2009	I	4,285.49	007111
	T051936	ROTO HAMMER, CARB BIT	08/21/2009	I	24.86	007111
	T052005	ASPHALT ROLLER	08/31/2009	I	458.56	007111
					Cheque Amount -	4,768.91
000322	EVANS UTILITY					
	0000134493	BRASS SADDLES, ADAPTERS, CUI	08/31/2009	I	5,118.81	007112
					Cheque Amount -	5,118.81
000334	FASTENAL CANADA					
	ONTIS28553	RATCHET	08/25/2009	I	16.27	007113
					Cheque Amount -	16.27
000357	G & K SERVICES CANADA INC					
	1518449872	SHOP TOWELS, FLOOR MATS	09/03/2009	I	235.88	007114
					Cheque Amount -	235.88
001239	GREAT LAKES NEW HOLLAND INC					
	521817	INSTALL MOUNTING FRAME	08/12/2009	I	2,771.04	007115
	522088	CHANGE FILTERS	08/26/2009	I	490.37	007115
					Cheque Amount -	3,261.41
001027	GREEN LEA AG CENTER INC					
	000098801	CLAMPS, HOSES, FITTINGS	08/24/2009	I	1,092.09	007116
					Cheque Amount -	1,092.09
001585	HELEN COLAFRANCESCHI					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	121.85	007117
					Cheque Amount -	121.85
001258	HENNESSY GIBSON HOGAN					
	51728	LEGAL FEES	08/05/2009	I	477.88	007118
					Cheque Amount -	477.88
000991	HORVATH AUTO PARTS					
	194003	GLOVES	08/25/2009	I	31.62	007119
	194269	VINYL DECALS	09/01/2009	I	136.73	007119
					Cheque Amount -	168.35
000427	HYDRO ONE NETWORKS INC					
	Sep 62760-43000	UTILITIES - E.C.C.	09/01/2009	I	116.29	007120

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Payee	Invoice Number	Invoice Description	Invoice Date	Invoice Type	Cheque Amount	Cheque Number
	Sept 18971-44027	UTILITIES - METER CHAMBER	09/02/2009	I	38.21	007120
	Sept 18971-52001	UTILITIES - BOOSTER PUMP	09/02/2009	I	42.66	007120
	sep 28799-40004	UTILITIES - PUMP#1	09/01/2009	I	242.49	007120
		Cheque Amount -			439.65	
000217	IBI GROUP					
	213379	CONSULTING FEES	08/21/2009	I	7,476.17	007121
	215363	FEASIBILITY STUDY	08/21/2009	I	410.03	007121
		Cheque Amount -			7,886.20	
001586	JAMES LAKING					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	12.73	007122
		Cheque Amount -			12.73	
000466	JIMMI JONS					
	32052	MONTHLY UNIT RENTALS	08/31/2009	I	617.40	007123
	32053	UNIT RENTAL - MEM PARK	08/31/2009	I	139.65	007123
	32133	UNIT RENTAL - WTRMLN FEST	08/31/2009	I	504.00	007123
		Cheque Amount -			1,261.05	
001581	JOHN GUENTHER					
	070698	BRICK REPAIR ON OFFICE	08/20/2009	I	8,925.00	007124
		Cheque Amount -			8,925.00	
000481	JONI VANATTER					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	35.85	007125
		Cheque Amount -			35.85	
000506	KIM HUSTED SURVEYING LTD					
	09-8653	JOB 09-8653 SURVEY REF PLAN	08/13/2009	I	6,656.25	007126
		Cheque Amount -			6,656.25	
000510	KLASSEN AUTO PARTS					
	1-35542	OIL	08/06/2009	I	45.73	007127
	1-36434	BATTERY	08/17/2009	I	85.87	007127
	1-36442	PARTS	08/17/2009	I	33.92	007127
	1-36666	REFRIGERANT	08/19/2009	I	11.02	007127
	1-36693	REFRIGERANT, SEALANT	08/20/2009	I	22.25	007127
	1-37076	BATTERIES	08/25/2009	I	320.22	007127
	1-37077	BATTERIES - CREDIT	08/25/2009	C	-27.12	007127
	1-37176	WIRE TIES	08/26/2009	I	8.58	007127
	6469	REPLACE BALL JOINT	08/05/2009	I	731.16	007127
	6474	LOF	08/06/2009	I	47.41	007127
	6528	INSTALL TIRES	08/13/2009	I	764.25	007127
	6556	REPAIR EXHAUST	08/18/2009	I	90.81	007127
	6567	LOF, BRAKE LIGHT	08/19/2009	I	76.79	007127

*VOID*  
*- includes invoices from another vendor - reissue*

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Invoice Payee Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
				Cheque Amount -	2,210.89
000513	KOOLEN ELECTRIC				
14877	REPLACE LAMPS IN WARNING LIC	08/29/2009	I	325.50	007128
14879	CONNECT POLE LIGHT	08/29/2009	I	594.30	007128
				Cheque Amount -	919.80
000235	LIPPERT & WRIGHT FUELS LTD.				
58463	DIESEL DYED ULSD	08/05/2009	I	853.07	007129
58464	REG GAS	08/05/2009	I	776.58	007129
60214	DIESEL DYED ULSD	08/14/2009	I	853.92	007129
60215	REG GAS	08/14/2009	I	800.38	007129
61037	ULS DIESEL	08/20/2009	I	1,032.61	007129
61038	DIESEL DYED ULSD	08/20/2009	I	637.77	007129
61039	REG GAS	08/20/2009	I	741.41	007129
62068	DIESEL DYED ULSD	08/28/2009	I	509.39	007129
62069	REG GAS	08/28/2009	I	756.08	007129
62089	ULS DIESEL	08/28/2009	I	880.48	007129
				Cheque Amount -	7,841.69
000573	MARC'S GAS BAR & VARIETY				
049	GAS	08/15/2009	I	42.70	007130
				Cheque Amount -	42.70
000610	MINISTER OF FINANCE				
511639	SALE OF LAND - ONT GAZETTE	08/24/2009	I	157.50	007131
				Cheque Amount -	157.50
000647	NORFOLK DISPOSAL SERVICES				
120463	GARBAGE DISPOSAL	08/31/2009	I	37,582.23	007132
				Cheque Amount -	37,582.23
000658	OMERS				
04100 Aug '09	AUGUST '09 REMIT	08/31/2009	I	13,858.88	007133
				Cheque Amount -	13,858.88
000665	ONTARIO GOOD ROADS ASSOCIATION				
Ed Bradfield	2009 SNOW SCHOOL	09/09/2009	I	1,386.00	007134
				Cheque Amount -	1,386.00
001582	OTTERGATE SMALL ENGINES				
876	RECOIL SPRING	08/13/2009	I	33.85	007135
				Cheque Amount -	33.85
000679	OXFORD SAND & GRAVEL LTD				
IN00105026	SAND SEAL, COLDMIX	08/26/2009	I	4,401.58	007136
IN00105100	COLDMIX	08/28/2009	I	1,740.20	007136

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					Cheque Amount -	6,141.78
001589	OYINLOYA LAWAL					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	60.03	007137
					Cheque Amount -	60.03
001588	PETER WIELER					
	reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	86.97	007138
					Cheque Amount -	86.97
000704	PETERS PLUMBING					
	759	REAPIR TOILET - PT BUR LIBR	08/27/2009	I	74.96	007139
					Cheque Amount -	74.96
001554	R&T TAX MANAGEMENT INC.					
	P071409237	RECOVERY OF SALES TAX	07/14/2009	I	68.19	007140
					Cheque Amount -	68.19
000738	RANDALL UNTCH					
	CO401 course	FIRE COLLEGE COURSE	09/09/2009	I	733.70	007141
					Cheque Amount -	733.70
000747	REID'S PRE-CAST CEMENT PRODUCT					
	6108	BIG O FILTER	08/17/2009	I	63.28	007142
	6192	BIG O FILTER, COUPLER	08/17/2009	I	65.71	007142
					Cheque Amount -	128.99
001489	SOFALVI DOOR SYSTEMS					
	1492	REPLACE STEM STEEL ROLLER	08/28/2009	I	172.20	007143
					Cheque Amount -	172.20
000857	STRONGCO EQUIPMENT					
	940830	SWEEPER	08/28/2009	I	22,713.00	007144
					Cheque Amount -	22,713.00
001482	SUN MEDIA CORPORATION					
	X1/233443	BAYHAM FEATURE	08/14/2009	I	88.20	007145
	X1/233444	BAYHAM FEATURE	08/14/2009	I	88.20	007145
	X1/234769	SALE OF LAND	08/19/2009	I	335.16	007145
	X1/234796	BY-LAW - NOTICE OF PASSING	08/19/2009	I	243.05	007145
					Cheque Amount -	754.61
000870	TBSC					
	2656	CHECK & PROCESS PAGER	08/31/2009	I	128.82	007146
	2657	CHECK & PROCESS PAGER	08/31/2009	I	10.17	007146
					Cheque Amount -	138.99
001002	TILLSONBURG FIRE & SAFETY EQUIPMENT					

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Invoice Payee Number		Invoice Date	Invoice Type	Cheque Amount	Cheque Number
12371	RECHARGE EXTINGUISHERS	08/31/2009	I	70.40	007147
				Cheque Amount -	70.40
001200	TODD MCMILLAN				
reimburse credit	CREDIT ON WATER ACCT	09/09/2009	I	28.53	007148
				Cheque Amount -	28.53
000913	TOWNSHIP OF MALAHIDE				
09-020	JULY 2009 WATER	08/28/2009	I	27,185.90	007149
09-64	INFO TECHNOLOGY - SEPT	03/11/2009	I	258.30	007149
				Cheque Amount -	27,444.20
001549	TRI COUNTY RESOURCES				
4802	MULCH	08/17/2009	I	78.75	007150
				Cheque Amount -	78.75
000926	TROW ASSOCIATES INC.				
990415253	PHASE I ENVIR ASSESSMENT	08/18/2009	I	933.91	007151
				Cheque Amount -	933.91
000930	TSC STORES L.P.				
181020362	SHOVELS	08/27/2009	I	66.64	007152
181029447	NOZZLE, WAND ASSEMBLY	08/20/2009	I	55.35	007152
				Cheque Amount -	121.99
000932	UNDERHILL FARM SUPPLY LTD				
210919	LAWN SEED	08/12/2009	I	176.28	007153
				Cheque Amount -	176.28
000947	VANDENBRINK FARM EQUIPMENT INC				
PI49571	TINES	08/10/2009	I	320.20	007154
				Cheque Amount -	320.20
000957	VOTH SALES & SERVICE LTD				
0000180836	MUD FLAP	08/28/2009	I	33.90	007155
0000180885	MUD FLAPS, BRACKETS	08/31/2009	I	79.08	007155
0000180889	PIPE SEALANT, AIR LEAK	08/31/2009	I	225.37	007155
0000180903	TIE	08/31/2009	I	27.11	007155
				Cheque Amount -	365.46
000981	WILSON'S LAWN CARE				
Aug'09	AUG'09 LANDSCAPING	08/31/2009	I	2,751.00	007156
				Cheque Amount -	2,751.00
000986	WORKPLACE SAFETY & INSURANCE				
1625314 Aug '09	AUGUST '09 REMIT	08/31/2009	I	2,045.41	007157
				Cheque Amount -	2,045.41

MUNICIPALITY OF BAYHAM  
**Accounts Payable**  
Royal Bank  
Cheque Register - 09/10/2009

Invoice Payee Number	Invoice Date	Invoice Type	Cheque Amount	Cheque Number
000990 ZAP'S TREE AND LAWN SERVICE 00001360 STUMP REMOVAL	08/23/2009	I	1,496.25	007158
			<u>Cheque Amount -</u>	<u>1,496.25</u>
			Cheque Run Total -	231,306.92

MUNICIPALITY OF BAYHAM  
**Accounts Payable**  
Royal Bank  
Cheque Register - 09/10/2009

Invoice Payee Number	Invoice Date Type	Cheque Amount	Cheque Number
000925 TRILLIUM RAILWAY COMPANY PCK1449 SIGNALS	07/01/2009 I	560.98	007159
	<b>Cheque Amount -</b>	<b>560.98</b>	
	<b>Cheque Run Total -</b>	<b>560.98</b>	

MUNICIPALITY OF BAYHAM  
**General Ledger**

Posting Summary Trace: 009891 Report Date: 09/10/2009

Account	Source Description	Ref	Amount
<b>Accounts Payable Voided Cheque</b>		<b>Posted By: SANDRA</b>	
<b>Fiscal Year: 2009</b>	<b>Posting Pd.: 9</b>	<b>Posting Date: 09/10/2009</b>	
01-0100-1030	General bank	CDIST other vendor invoices incl Void Chq: 7127 KLASSEN AUTO PARTS	2,210.89
01-0100-1950	Accounts Payable Trade	CDIST other vendor invoices incl Void Chq: 7127 KLASSEN AUTO PARTS	-2,210.89
Total Debits			2,210.89
Total Credits			<u>-2,210.89</u>
Net Posting			0.00

Accounts Payable

Royal Bank

Cheque Register - 09/10/2009

Payee	Invoice Number		Invoice Date	Type	Cheque Amount	Cheque Number
000141 CAIN'S AUTO SALES & SERVICE						
	6469	REPLACE BALL JOINT	08/05/2009	I	731.16	007160
	6474	LOF	08/06/2009	I	47.41	007160
	6528	INSTALL TIRES	08/13/2009	I	764.25	007160
	6556	REPAIR EXHAUST	08/18/2009	I	90.81	007160
	6567	LOF, REPAIR EMERG BRAKE	08/19/2009	I	76.79	007160
					Cheque Amount -	1,710.42
000510 KLASSEN AUTO PARTS						
	1-35542	OIL	08/06/2009	I	45.73	007161
	1-36434	BATTERY	08/17/2009	I	85.87	007161
	1-36442	PARTS	08/17/2009	I	33.92	007161
	1-36666	REFRIGERANT	08/19/2009	I	11.02	007161
	1-36693	REFRIGERANT, SEALANT	08/20/2009	I	22.25	007161
	1-37076	BATTERIES	08/25/2009	I	320.22	007161
	1-37077	BATTERIES - CREDIT	08/25/2009	C	-27.12	007161
	1-37176	WIRE TIES	08/26/2009	I	8.58	007161
	6469	REPLACE BALL JOINT	08/05/2009	I	731.16	007161
	6469a	REVERSE ENTRY	08/05/2009	C	-731.16	007161
	6474	LOF	08/06/2009	I	47.41	007161
	6474a	REVERSE ENTRY	08/06/2009	C	-47.41	007161
	6528	INSTALL TIRES	08/13/2009	I	764.25	007161
	6528a	REVERSE ENTRY	08/13/2009	C	-764.25	007161
	6556	REPAIR EXHAUST	08/18/2009	I	90.81	007161
	6556a	REVERSE ENTRY	08/18/2009	C	-90.81	007161
	6567	LOF, BRAKE LIGHT	08/19/2009	I	76.79	007161
	6567a	REVERSE ENTRY	08/19/2009	C	-76.79	007161
					Cheque Amount -	500.47
					Cheque Run Total -	2,210.89

A D P C A N A D A  
P A Y R O L L T E C H N O L O G I E S

RUN: SEP 8 2009 NO: F  
PAGE: 299

80RW MUNICIPALITY OF BAYHAM

D A I L Y U P D A T E R E P O R T  
C O M P A N Y T O T A L S

GST REG: 100057413 RT0004  
COMPANY PAGE: 3  
DEBIT DATE: SEP 9, 2009

DATE OF PAY: SEP 11, 2009

TOT PACKETS - 2

	CURRENT	ADJUST-DR	ADJUST-CR	CURRENT TOTAL	YTD ADJUST	YTD TOTAL	
FEDL TAX	9,130.39			9,130.39		172,750.63	FEDL TAX
NR TAX							NR TAX
PROV TAX							PROV TAX
EI CONT	1,420.49			1,420.49		34,351.53	EI CONT
QPIP							QPIP
CAN PEN	3,351.30			3,351.30		85,933.88	CAN PEN
QC PEN							QC PEN
QC HSF							QC HSF
ON EHT	1,146.93			1,146.93		20,218.53	ON EHT
MB HET							MB HET
NL HAPSET							NL HAPSET
TOT STATS	15,049.11			15,049.11		313,254.57	TOT STATS
CHEQUES						56,607.50	CHEQUES
DEPOSITS	44,000.87			44,000.87		733,779.79	DEPOSITS
US DEPS							US DEPS
DED DEPS	50.00			50.00		950.00	DED DEPS
TOT NPAY	44,050.87			44,050.87		791,337.29	TOT NPAY
RRSP							RRSP
RTI							RTI
TOT PAYROL	59,099.98			59,099.98		1,104,591.86	TOT PAYROL
SERV CHR6	150.83			150.83		2,755.94	SERV CHR6
GST	7.54			7.54		137.80	GST
PST							PST
GRAND TOT	59,258.35			59,258.35		1,107,485.60	GRAND TOT

A N A L Y S I S O F S E R V I C E C H A R G E S

ITEM	UNITS	CHARGE	ITEM	UNITS	CHARGE	ITEM	UNITS	CHARGE
R.O.E. FORMS	10	15.00	SALARIED WORKPAYS	21	33.39	HOURLY WORKPAYS	22	34.98
PAYROLL RUNS	1	46.00	PAY ADVICE FOLD	43	9.46	COURIER FEE	1	12.00

TOTAL S/C SUBJECT TO GST IS:  
TOTAL PAYROLL DEBIT IS

150.83  
59,258.35 DEBIT INFORMATION: 003 05102 1011923



**CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**STAFF REPORT**

**TO:** Mayor & Members of Council

**DATE:** September 10, 2009

**FROM:** Suzanna Dieleman Mantel, CGA

**FILE:** 204

**SUBJECT:** Water Infrastructure Project

**NUMBER:** F2009-38

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**Purpose:**

To enter into a loan agreement with Royal Bank of Canada for the financing arrangements for the water infrastructure project.

**Background:**

The municipality has passed two by-laws during 2009 with credit provisions for different purposes. The first, by-law 2009-003, is for temporary borrowing for operations in the event that the municipality experiences a cash flow shortfall prior to collecting property taxes for the year. The second, by-law 2009-095, is the interim financing of the water infrastructure renewal project.

**Discussion:**

RBC has provided a loan agreement incorporating our various credit facilities into one document. Once this agreement is in place, the municipality will be able to draw funds to finance the water infrastructure renewal project.

**Strategic Plan Goal(s):**

Goal #1 – Practice responsible financial management.

**Recommendations:**

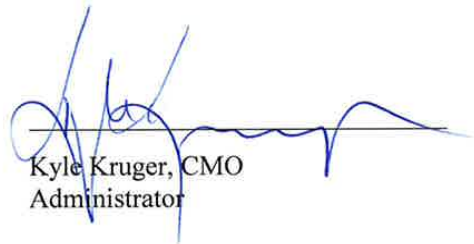
THAT by-law 2009-108 being a by-law to authorize the execution of a loan agreement between the Municipality of Bayham and Royal Bank of Canada be presented to council for enactment.

Respectfully submitted,

Reviewed by,



Suzanna Dieleman Mantel, CGA  
Treasurer



Kyle Kruger, CMO  
Administrator

**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-108**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF LOAN AGREEMENT BETWEEN THE  
MUNICIPALITY OF BAYHAM  
AND  
ROYAL BANK OF CANADA**

**WHEREAS** the Council of the Municipality of Bayham passed by-law 2009-003 to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2009;

**AND WHEREAS** the Council of the Municipality of Bayham passed by-law 2009-095 to authorize the borrowing of money by way of temporary advances to meet expenditures made in connection with the water infrastructure renewal project;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham now deems it necessary and expedient to enter into a loan agreement with the Royal Bank of Canada;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk be and are hereby authorized to execute the Agreement, attached hereto as Schedule "A" and forming part of this by-law, between Royal Bank of Canada and the Municipality of Bayham;
2. **THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



\* Registered trademark of Royal Bank of Canada. RBC Royal Bank is a registered trademark of Royal Bank of Canada.

ROYAL BANK OF CANADA LOAN AGREEMENT

DATE: August 4, 2009

BORROWER: CORPORATION OF THE MUNICIPALITY OF BAYHAM	SRF: 855834693
ADDRESS (Street, City/Town, Province, Postal Code) PO BOX 160, 9344 PLANK RD STRAFFORDVILLE, ON N0J1Y0	

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time.

**CREDIT FACILITIES**

Revolving demand facility in the amount of \$700,000.00, available by way of RBP based loans,

Business account # 1011923 Transit # 05102

Minimum retained balance \$0.00

Revolved by the Borrower in increments of \$5,000.00

Interest rate: RBP + 0.00% per annum. Interest payable monthly, in arrears, on the same day

each month as determined by the Bank.

Margined: Yes [ ] No [X]

VISA business to a maximum of \$20,000.00 governed by this Agreement and separate agreement(s) with the Bank. In the event of a conflict between agreements, the separate agreement(s) will govern.

Revolving demand facility in the amount of \$2,200,000.00, available by way of RBP based loans,

Business account # 1011923 Transit # 05102

Minimum retained balance \$0.00

Revolved by the Borrower in increments of \$5,000.00

Interest rate: RBP + 0.00% per annum. Interest payable monthly, in arrears, on the same day

each month as determined by the Bank.

Margined: Yes [ ] No [X]

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- a) Ontario Municipal Corporations temporary borrowing by-law on the Bank's form 348 signed by the Borrower supported by Ontario Municipal Corporations statement by treasurer re: borrowing on the Bank's form 349 signed by the Treasurer;
- b) Letter Agreement re: borrowing By-law signed by the Borrower.

**FEES**

N/A

### **REPORTING REQUIREMENTS**

The Borrower will provide to the Bank:

- a) Annual accountant prepared and audited financial statements not later than 210 days after each fiscal year end;
- b) Such other financial and operating statements and reports as and when the Bank may reasonably require.

### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the Loan Agreement Standard Terms (Form 472) and includes, without limitation, each of i) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement, ii) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security and iii) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable.

### **BUSINESS LOAN INSURANCE PLAN**

This group creditor insurance program, underwritten by Sun Life Assurance Company of Canada, is offered to borrowers and provides life and disability insurance on eligible owner(s)/partner(s)/management of the Borrower for the Borrowings. To apply for this insurance, a Business Loan Insurance Plan Application (form 3460) must be completed for each proposed insured. This plan is subject to terms, conditions, exclusions and eligibility restrictions. Please see the Business Loan Insurance Plan Certificate of Insurance for full details. Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr) for further explanation and disclosure.

The Borrower(s), by signing below, acknowledges that life and disability insurance for Borrowings was offered under the Business Loan Insurance Plan, and that:

- (X) Any applications for this insurance have been made and may be subject to approval, as outlined in the Certificate of Insurance which the Borrower has received.
- ( ) The offer of insurance has been waived.
- ( ) The owner(s)/partner(s)/management of the Borrower(s) are ineligible for this insurance (under 18 or over age 64), or the credit facilities, banking services or other products provided for in this Agreement are not eligible for this insurance.
- ( ) The Borrowings currently have Business Loan Insurance Plan coverage, and no increase in coverage has been requested.

If there are any discrepancies between the insurance information above, and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

### **STANDARD TERMS**

The following standard terms have been provided to the Borrower:

- [X] Form 472 (06/2008) Royal Bank of Canada Loan Agreement - Standard Terms
- [ ] Form 473 (09/2006) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- [ ] Form 475 (09/2006) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
- [ ] Form 476 (09/2006) Royal Bank of Canada Loan Agreement - FEF Contract Standard Terms

**ACCEPTANCE**

This Agreement is open for acceptance until September 30, 2009, after which date it will be null

and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_

Name: Bruce Kendrick

Title: Account Manager

Phone: 519-842-6944

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Loan Agreement Standard Terms, form 472 (06/2008), as well as all other standard terms which are herein above shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CORPORATION OF THE MUNICIPALITY OF BAYHAM**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:



**CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**STAFF REPORT**

**TO:** Mayor & Members of Council

**DATE:** September 11, 2009

**FROM:** Suzanna Dieleman Mantel, Treasurer

**FILE:** F 03

**SUBJECT:** Financial Report

**NUMBER:** F2009-39

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**Background Comments**

Please find attached the detailed financial report to September 10, 2009 for council's information.

The detailed capital report has been updated for your information.

**Strategic Goal(s)**

Goal #1 – Practice responsible financial management.

**Recommendation**

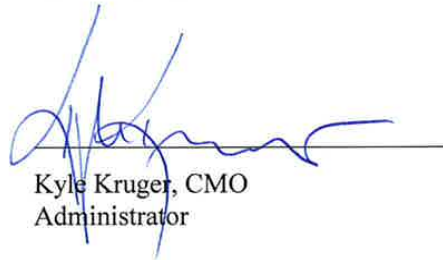
*That Staff Report F2009-39 regarding financial reporting be received.*

Respectfully submitted,

Reviewed by,



Suzanna Dieleman Mantel, CGA  
Treasurer



Kyle Kruger, CMO  
Administrator

Encl.

**General Ledger**  
**Annual Department Budget vs. Actual Comparison Report**  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>REPORT SUMMARY</b>					
01-0510	GENERAL TAXATION	2,702,389.58		99.20	2,724,256.00
01-0520	OTHER REVENUES	991,973.17		72.41	1,370,001.00
01-0530	COUNTY TAXATION	2,428,036.31		0.00	0.00
01-0540	PUBLIC SCHOOL TAXATION	1,186,098.39		0.00	0.00
01-0550	SEPARATE SCHOOL TAXATION	169,190.03		0.00	0.00
01-1010	GENERAL GOVERNMENT	39,957.02		107.03	37,333.00
01-1020	COUNCIL	206.62		0.00	0.00
01-2010	FIRE DEPARTMENT	4,881.87		46.49	10,500.00
01-2020	POLICE SERVICES	89,662.02		112.08	80,000.00
01-2040	PROTECTIVE INSPECTION & CONTRO	51,899.00		77.12	67,300.00
01-2050	BY-LAW ENFORCEMENT	17,661.50		66.02	26,750.00
01-2510	ROADS	198,168.78		53.75	368,696.00
01-2520	ROADS - WINTER CONTROL	9,917.73		100.18	9,900.00
01-3010	WATER SYSTEM	345,190.93		68.33	505,184.00
01-3020	SEWAGE SYSTEM	353,789.39		64.33	549,944.00
01-3030	WASTE DISPOSAL	31,301.66		107.94	29,000.00
01-3510	HEALTH SERVICES	72,748.50		0.00	0.00
01-4510	PARKS & RECREATION	1,150.00		44.23	2,600.00
01-4520	COMMUNITY CENTRE-STRAFF	9,188.58		54.05	17,000.00
01-4530	COMMUNITY CENTRE-VIENNA	5,610.00		53.43	10,500.00
01-4535	EDEN COMMUNITY CENTRE	3,873.63		50.34	7,695.00
01-4540	LIBRARIES	33,011.76		51.73	63,816.00
01-4550	MUSEUMS BAYHAM	29,344.86		112.82	26,010.00
01-5010	PLANNING & DEVELOPMENT	27,481.94		107.77	25,500.00
01-5012	BUSINESS & COMMERCE	600.00		58.25	1,030.00
01-5015	TOURISM & MARKETING	5,360.00		82.46	6,500.00
01-5020	ENVIRONMENTAL SERVICES	18,915.19		178.38	10,604.00
01-5510	CAPITAL	628,159.00		14.79	4,247,188.00
01-5520	CASH REQUIREMENTS	488,125.27		113.28	430,900.00
Fund 01 Total Revenue		9,943,892.73		93.56	10,628,207.00
01-0510	GENERAL TAXATION	2,055.78		0.00	0.00
01-0530	COUNTY TAXATION	1,211,262.00		0.00	0.00
01-0540	PUBLIC SCHOOL TAXATION	598,368.00		0.00	0.00
01-0550	SEPARATE SCHOOL TAXATION	88,910.00		0.00	0.00
01-1010	GENERAL GOVERNMENT	383,787.44		71.01	540,501.00
01-1020	COUNCIL	48,909.30		67.08	72,915.00
01-2010	FIRE DEPARTMENT	215,855.81		65.28	330,662.00
01-2020	POLICE SERVICES	411,147.65		58.40	704,047.00

**General Ledger**  
**Annual Department Budget vs. Actual Comparison Report**  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
01-2030	CONSERVATION AUTHORITY		36,176.00	100.00	36,176.00
01-2040	PROTECTIVE INSPECTION & CONTRO		54,526.93	59.09	92,284.00
01-2050	BY-LAW ENFORCEMENT		41,532.34	59.42	69,897.00
01-2510	ROADS		1,001,074.08	84.59	1,183,438.00
01-2520	ROADS - WINTER CONTROL		65,394.48	55.72	117,355.00
01-2540	STREET LIGHTS		37,402.86	77.15	48,480.00
01-3010	WATER SYSTEM		247,409.40	48.97	505,183.00
01-3020	SEWAGE SYSTEM		242,947.07	44.18	549,945.00
01-3030	WASTE DISPOSAL		301,527.52	69.04	436,732.00
01-3510	HEALTH SERVICES		87,946.74	921.29	9,546.00
01-3520	CEMETERIES		5,827.89	35.32	16,500.00
01-4010	GENERAL ASSISTANCE		6,256.00	80.21	7,800.00
01-4510	PARKS & RECREATION		39,138.66	69.99	55,922.00
01-4520	COMMUNITY CENTRE-STRAFF		41,196.78	59.18	69,616.00
01-4530	COMMUNITY CENTRE-VIENNA		29,870.79	57.69	51,774.00
01-4535	EDEN COMMUNITY CENTRE		7,730.75	47.65	16,225.00
01-4540	LIBRARIES		16,512.57	69.57	23,734.00
01-4550	MUSEUMS BAYHAM		65,117.27	69.91	93,144.00
01-5010	PLANNING & DEVELOPMENT		73,364.85	73.80	99,406.00
01-5012	BUSINESS & COMMERCE		2,983.58	93.24	3,200.00
01-5015	TOURISM & MARKETING		30,330.41	64.46	47,055.00
01-5020	ENVIRONMENTAL SERVICES		25,722.09	91.23	28,196.00
01-5510	CAPITAL		952,637.70	22.08	4,314,974.00
01-5520	CASH REQUIREMENTS		626.00	0.06	1,103,500.00
Fund 01 Total Expenditure			6,373,548.74	59.97	10,628,207.00
Fund 01 Excess Revenue Over (Under) Expenditures			3,570,343.99	0.00	0.00
Report Total Revenue			9,943,892.73	93.56	10,628,207.00
Report Total Expenditure			6,373,548.74	59.97	10,628,207.00
Report Excess Revenue Over (Under) Expenditures			3,570,343.99	0.00	0.00

**General Ledger**  
**Annual Department Budget vs. Actual Comparison Report**  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>Fund: 01 General</b>					
<b>Category: 0???</b>					
<b>0510 GENERAL TAXATION</b>					
<b>Revenue</b>					
01-0510-4010	Residential & Farm	2,092,560.71		76.81	2,724,256.00
01-0510-4020	Multi-Residential	44,892.73		0.00	0.00
01-0510-4030	Commercial Unoccupied	8,597.01		0.00	0.00
01-0510-4040	Commercial Occupied	199,415.49		0.00	0.00
01-0510-4050	Industrial Unoccupied	1,961.41		0.00	0.00
01-0510-4060	Industrial Occupied	95,953.47		0.00	0.00
01-0510-4070	Pipelines	49,064.93		0.00	0.00
01-0510-4080	Farmlands	209,189.84		0.00	0.00
01-0510-4090	Managed Forests	753.99		0.00	0.00
<b>Total Revenue</b>		<b>2,702,389.58</b>		<b>99.20</b>	<b>2,724,256.00</b>
<b>Expense</b>					
01-0510-5620	Tax Adjustments	1,980.78		0.00	0.00
01-0510-5630	Assessment Charges	75.00		0.00	0.00
<b>Total Expense</b>		<b>2,055.78</b>		<b>0.00</b>	<b>0.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>2,700,333.80</b>		<b>99.12</b>	<b>2,724,256.00</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>0520 OTHER REVENUES</b>					
<b>Revenue</b>					
01-0520-4110	Grants & Subsidies	895,500.00		75.00	1,194,001.00
01-0520-4120	Sundry Revenue	2,721.82		136.09	2,000.00
01-0520-4130	Interest on Taxes - Current	20,667.96		64.59	32,000.00
01-0520-4140	Interest on Taxes - Prior	38,989.20		92.83	42,000.00
01-0520-4150	Investment income	4,094.19		5.85	70,000.00
01-0520-4180	Prior Year Surplus(Deficit)	30,000.00		100.00	30,000.00
	<b>Total Revenue</b>	<b>991,973.17</b>		<b>72.41</b>	<b>1,370,001.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>	<b>991,973.17</b>		<b>72.41</b>	<b>1,370,001.00</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>0530 COUNTY TAXATION</b>					
<b>Revenue</b>					
01-0530-4010	County - Residential		1,903,589.61	0.00	0.00
01-0530-4020	County - Multi-Residential		40,837.53	0.00	0.00
01-0530-4030	County - Commercial Unoccupied		7,695.89	0.00	0.00
01-0530-4040	County - Commercial Occupied		150,763.44	0.00	0.00
01-0530-4050	County - Industrial Unoccupied		1,742.63	0.00	0.00
01-0530-4060	County - Industrial Occupied		87,805.19	0.00	0.00
01-0530-4070	County - Pipelines		44,632.89	0.00	0.00
01-0530-4080	County - Farmlands		190,283.25	0.00	0.00
01-0530-4090	County - Managed Forests		685.88	0.00	0.00
	<b>Total Revenue</b>		<b>2,428,036.31</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>					
01-0530-5100	County Tax Requisitions		1,211,262.00	0.00	0.00
	<b>Total Expense</b>		<b>1,211,262.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>1,216,774.31</b>	<b>0.00</b>	<b>0.00</b>

**General Ledger**  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>0540 PUBLIC SCHOOL TAXATION</b>					
<b>Revenue</b>					
01-0540-4010	Pub Sch - Residential		762,118.95	0.00	0.00
01-0540-4020	Pub Sch - Multi-Residential		7,296.07	0.00	0.00
01-0540-4030	Pub Sch - Commercial Unoccup		8,466.43	0.00	0.00
01-0540-4040	Pub Sch - Commercial Occup		144,254.61	0.00	0.00
01-0540-4050	Pub Sch - Industrial Unoccup		2,811.22	0.00	0.00
01-0540-4060	Pub Sch - Industrial Occup		125,867.11	0.00	0.00
01-0540-4070	Pub Sch - Pipelines		60,711.67	0.00	0.00
01-0540-4080	Pub Sch - Farmlands		74,322.69	0.00	0.00
01-0540-4090	Pub Sch - Managed Forests		249.64	0.00	0.00
	<b>Total Revenue</b>		<b>1,186,098.39</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>					
01-0540-5100	Pub Sch Tax Requisitions		598,368.00	0.00	0.00
	<b>Total Expense</b>		<b>598,368.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>587,730.39</b>	<b>0.00</b>	<b>0.00</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>0550 SEPARATE SCHOOL TAXATION</b>					
<b>Revenue</b>					
01-0550-4010	Sep Sch - Residential		59,602.30	0.00	0.00
01-0550-4020	Sep Sch - Multi-Residential		219.20	0.00	0.00
01-0550-4030	Sep Sch - Commercial Unoccup		2,471.55	0.00	0.00
01-0550-4040	Sep Sch - Commercial Occup		42,792.57	0.00	0.00
01-0550-4050	Sep Sch - Industrial Unoccup		819.35	0.00	0.00
01-0550-4060	Sep Sch - Industrial Occup		37,412.92	0.00	0.00
01-0550-4070	Sep Sch - Pipelines		17,995.64	0.00	0.00
01-0550-4080	Sep Sch - Farmlands		7,830.05	0.00	0.00
01-0550-4090	Sep Sch - Managed Forests		46.45	0.00	0.00
<b>Total Revenue</b>			169,190.03	0.00	0.00
<b>Expense</b>					
01-0550-5100	Sep Sch Tax Requisitions		88,910.00	0.00	0.00
<b>Total Expense</b>			88,910.00	0.00	0.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			80,280.03	0.00	0.00
<b>Category Excess Revenue Over (Under) Expenditures</b>			5,577,091.70	136.22	4,094,257.00

**General Ledger**  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used Total Budget
<b>Category: 1???</b>				
<b>1010 GENERAL GOVERNMENT</b>				
<b>Revenue</b>				
01-1010-4110	Grants & Subsidies		15.00	0.00 0.00
01-1010-4120	Tax Certificates		5,541.70	79.17 7,000.00
01-1010-4130	Fees & Service Charges		22,128.25	105.37 21,000.00
01-1010-4140	Lottery Licences		4,189.07	59.84 7,000.00
01-1010-4190	Contributions from Reserves		8,083.00	346.46 2,333.00
<b>Total Revenue</b>			<b>39,957.02</b>	<b>107.03 37,333.00</b>
<b>Expense</b>				
01-1010-5100	Salaries & Wages		222,177.06	74.04 300,083.00
01-1010-5110	Statutory Benefits		20,531.29	62.20 33,009.00
01-1010-5120	Non-Statutory Benefits		32,198.88	71.53 45,012.00
01-1010-5140	Payroll Service Charge		2,646.44	75.61 3,500.00
01-1010-5145	Bank Service Charges		960.54	73.89 1,300.00
01-1010-5160	Internet Charges		629.60	68.58 918.00
01-1010-5170	Supplies		6,871.97	74.70 9,200.00
01-1010-5180	Computer Support		8,696.11	38.82 22,400.00
01-1010-5185	IT & GIS Support		0.00	0.00 13,200.00
01-1010-5210	Utilities		5,429.97	58.58 9,270.00
01-1010-5220	Subscriptions & Publications		475.33	66.95 710.00
01-1010-5240	Advertising		570.87	57.09 1,000.00
01-1010-5250	Association & Membership Fees		2,042.70	90.79 2,250.00
01-1010-5260	Auditing Fees		7,983.00	98.56 8,100.00
01-1010-5270	Building Maintenance		11,333.48	94.45 12,000.00
01-1010-5280	Equipment Maintenance		9,271.89	69.71 13,300.00
01-1010-5290	Grounds Maintenance		1,184.04	94.72 1,250.00
01-1010-5300	Insurance		17,377.13	99.30 17,500.00
01-1010-5305	Insurance Deductibles		1,151.50	11.52 10,000.00
01-1010-5310	Legal Fees		2,108.80	84.35 2,500.00
01-1010-5320	Postage & Courier		7,340.60	64.79 11,330.00
01-1010-5330	Training & Education		2,016.78	67.23 3,000.00
01-1010-5340	Conferences & Seminars		150.00	3.75 4,000.00
01-1010-5350	Travel		2,824.88	54.85 5,150.00
01-1010-5360	Telephone		5,422.16	72.11 7,519.00
01-1010-5370	Sundry		12,392.42	413.08 3,000.00
<b>Total Expense</b>			<b>383,787.44</b>	<b>71.01 540,501.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>			<b>(343,830.42)</b>	<b>68.33 (503,168.00)</b>

**General Ledger**  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>1020 COUNCIL</b>					
<b>Revenue</b>					
01-1020-4130	Sundry Revenue		206.62	0.00	0.00
	<b>Total Revenue</b>		206.62	0.00	0.00
<b>Expense</b>					
01-1020-5100	Salaries & Wages		38,044.44	69.10	55,061.00
01-1020-5110	Statutory Benefits		2,086.08	69.54	3,000.00
01-1020-5250	Association & Membership Fees		0.00	0.00	1,854.00
01-1020-5260	Prof'l Serv/Council Directed		1,779.95	0.00	0.00
01-1020-5340	Conferences & Seminars		5,953.77	85.05	7,000.00
01-1020-5350	Travel		391.50	19.58	2,000.00
01-1020-5370	Sundry		453.56	90.71	500.00
01-1020-5410	Election Expense		200.00	5.71	3,500.00
	<b>Total Expense</b>		48,909.30	67.08	72,915.00
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		(48,702.68)	66.79	(72,915.00)
	<b>Category Excess Revenue Over (Under) Expenditures</b>		(392,533.10)	68.14	(576,083.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>Category: 2???</b>					
<b>2010 FIRE DEPARTMENT</b>					
<b>Revenue</b>					
01-2010-4130	Fees & Service Charges		3,150.00	126.00	2,500.00
01-2010-4180	Donations		1,731.87	0.00	0.00
01-2010-4190	Contributions from Reserves		0.00	0.00	8,000.00
<b>Total Revenue</b>			<b>4,881.87</b>	<b>46.49</b>	<b>10,500.00</b>
<b>Expense</b>					
01-2010-5100	Salaries & Wages		45,738.46	73.83	61,948.00
01-2010-5102	FireFighters Remuneration		53,488.41	64.14	83,394.00
01-2010-5105	Emergency Planning Wages		3,529.00	41.96	8,411.00
01-2010-5110	Statutory Benefits		8,573.35	74.62	11,489.00
01-2010-5120	Non-Statutory Benefits		6,285.89	59.56	10,554.00
01-2010-5130	Uniforms		258.67	34.49	750.00
01-2010-5150	Supplies - Emergency Op Centre		0.00	0.00	1,000.00
01-2010-5160	Supplies - Medical Response		103.62	0.00	0.00
01-2010-5165	Supplies - Municipal Water Consumption		0.00	0.00	1,000.00
01-2010-5170	Supplies - Office		1,221.19	122.12	1,000.00
01-2010-5175	Equipment Purchase - Operating		2,009.92	23.65	8,500.00
01-2010-5180	Equipment Purchase - Protective		7,814.28	91.93	8,500.00
01-2010-5210	Utilities		11,625.55	64.50	18,025.00
01-2010-5240	Advertising		0.00	0.00	500.00
01-2010-5250	Association & Membership Fees		450.00	62.07	725.00
01-2010-5270	Building Maintenance		1,898.20	31.64	6,000.00
01-2010-5275	Cleaning Supplies		144.43	28.89	500.00
01-2010-5280	Equipment Maintenance		528.53	17.62	3,000.00
01-2010-5285	Communications Eq Maintenance		3,405.14	68.10	5,000.00
01-2010-5290	Grounds Maintenance		2,175.36	72.51	3,000.00
01-2010-5295	Vehicle Maintenance		3,369.12	59.47	5,665.00
01-2010-5300	Insurance		20,949.28	100.41	20,863.00
01-2010-5310	Legal		0.00	0.00	1,000.00
01-2010-5320	Postage & Courier		937.44	78.12	1,200.00
01-2010-5330	Training & Education - Fire		21,081.29	97.60	21,600.00
01-2010-5335	Training & Education - Emergency Planning		0.00	0.00	2,000.00
01-2010-5340	Conferences & Seminars		864.77	28.83	3,000.00
01-2010-5350	Travel		3,055.02	81.47	3,750.00
01-2010-5360	Telephone - Stations		1,910.75	63.69	3,000.00
01-2010-5365	Telephone - Chief		471.79	78.63	600.00
01-2010-5370	Sundry		460.75	5.76	8,000.00
01-2010-5420	Fire Prevention Expense		350.61	15.58	2,250.00
01-2010-5425	Public Education		1,156.37	115.64	1,000.00
01-2010-5430	911 Dispatching		11,998.62	71.68	16,738.00
01-2010-5440	911 Other		0.00	0.00	4,000.00
01-2010-5450	Automatic Aid Contract		0.00	0.00	2,700.00
<b>Total Expense</b>			<b>215,855.81</b>	<b>65.28</b>	<b>330,662.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>			<b>(210,973.94)</b>	<b>65.90</b>	<b>(320,162.00)</b>

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2020 POLICE SERVICES</b>					
<b>Revenue</b>					
01-2020-4120	POA Revenues		80,864.07	269.55	30,000.00
01-2020-4130	Sundry		8,797.95	0.00	0.00
01-2020-4190	Contributions from Reserves		0.00	0.00	50,000.00
	<b>Total Revenue</b>		<b>89,662.02</b>	<b>112.08</b>	<b>80,000.00</b>
<b>Expense</b>					
01-2020-5210	Utilities		677.35	21.92	3,090.00
01-2020-5270	Building Maintenance		0.00	0.00	500.00
01-2020-5290	Grounds Maintenance		235.91	94.36	250.00
01-2020-5300	Insurance		168.00	100.00	168.00
01-2020-5360	Telephone		115.24	19.21	600.00
01-2020-5450	Service Contract		406,701.84	58.40	696,439.00
01-2020-5460	Police Services Board		3,249.31	108.31	3,000.00
	<b>Total Expense</b>		<b>411,147.65</b>	<b>58.40</b>	<b>704,047.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>(321,485.63)</b>	<b>51.52</b>	<b>(624,047.00)</b>

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2030 CONSERVATION AUTHORITY</b>					
<b>Expense</b>					
01-2030-5460	Conservation Authority		36,176.00	100.00	36,176.00
	<b>Total Expense</b>		36,176.00	100.00	36,176.00
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		(36,176.00)	100.00	(36,176.00)

**General Ledger**  
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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2040 PROTECTIVE INSPECTION &amp; CONTRO</b>					
<b>Revenue</b>					
01-2040-4130	Building Permits		45,774.00	76.29	60,000.00
01-2040-4140	Septic System Permits & PDC's		6,125.00	87.50	7,000.00
01-2040-4150	Sundry Revenues		0.00	0.00	300.00
<b>Total Revenue</b>			51,899.00	77.12	67,300.00
<b>Expense</b>					
01-2040-5100	Salaries & Wages		38,612.87	64.44	59,920.00
01-2040-5110	Statutory Benefits		3,709.42	56.28	6,591.00
01-2040-5120	Non-Statutory Benefits		6,786.98	75.51	8,988.00
01-2040-5170	Supplies		45.17	4.88	925.00
01-2040-5175	Enforcement Costs		9.59	0.00	0.00
01-2040-5220	Subscriptions & Publication		75.00	30.00	250.00
01-2040-5240	Advertising		0.00	0.00	200.00
01-2040-5250	Association & Membership Fees		200.00	50.00	400.00
01-2040-5295	Vehicle Maintenance		222.86	21.70	1,027.00
01-2040-5300	Insurance		902.00	100.00	902.00
01-2040-5310	Legal Fees		0.00	0.00	2,500.00
01-2040-5330	Training & Education		55.00	2.20	2,500.00
01-2040-5340	Conferences & Seminars		918.75	36.75	2,500.00
01-2040-5350	Travel		60.75	6.75	900.00
01-2040-5360	Telephone		246.98	45.74	540.00
01-2040-5370	Sundry		81.56	5.29	1,541.00
01-2040-5510	Administrative Overhead		2,600.00	100.00	2,600.00
<b>Total Expense</b>			54,526.93	59.09	92,284.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(2,627.93)	10.52	(24,984.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2050 BY-LAW ENFORCEMENT</b>					
<b>Revenue</b>					
01-2050-4120	Dog Tag Sales		16,919.00	85.67	19,750.00
01-2050-4130	Administration Fees		50.00	0.00	0.00
01-2050-4150	Recoverable Costs		692.50	9.89	7,000.00
<b>Total Revenue</b>			17,661.50	66.02	26,750.00
<b>Expense</b>					
01-2050-5100	Salaries & Wages		14,330.47	52.62	27,234.00
01-2050-5110	Statutory Benefits		1,304.49	43.54	2,996.00
01-2050-5120	Non-Statutory Benefits		2,448.08	59.93	4,085.00
01-2050-5150	Health & Safety Supplies		0.00	0.00	200.00
01-2050-5170	Supplies		364.47	242.98	150.00
01-2050-5175	Enforcement Costs		1,540.72	38.52	4,000.00
01-2050-5240	Advertising		0.00	0.00	515.00
01-2050-5250	Association & Membership Fees		389.00	75.53	515.00
01-2050-5295	Vehicle Maintenance		792.47	52.83	1,500.00
01-2050-5300	Insurance		902.00	100.00	902.00
01-2050-5310	Legal Fees		8,101.38	202.53	4,000.00
01-2050-5330	Training & Education		415.00	20.75	2,000.00
01-2050-5340	Conferences & Seminars		474.00	31.60	1,500.00
01-2050-5350	Travel		0.00	0.00	300.00
01-2050-5370	Sundry		30.26	0.00	0.00
01-2050-5450	Service Contract		10,440.00	67.35	15,500.00
01-2050-5470	Dog Tags - Licensing Agent		0.00	0.00	3,500.00
01-2050-5475	Dog Tags - Supplies		0.00	0.00	1,000.00
<b>Total Expense</b>			41,532.34	59.42	69,897.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(23,870.84)	55.32	(43,147.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2510 ROADS</b>					
<b>Revenue</b>					
01-2510-4110	Grants & Subsidies	186,825.21		50.67	368,696.00
01-2510-4120	Sundry	9,743.57		0.00	0.00
01-2510-4130	Service Charges	160.00		0.00	0.00
01-2510-4140	Permit Fees	1,440.00		0.00	0.00
<b>Total Revenue</b>		<b>198,168.78</b>		<b>53.75</b>	<b>368,696.00</b>
<b>Expense</b>					
01-2510-5100	Salaries & Wages	117,781.31		82.36	143,000.00
01-2510-5110	Statutory Benefits	31,982.60		67.08	47,678.00
01-2510-5120	Non-Statutory Benefits	54,218.23		85.32	63,545.00
01-2510-5130	Clothing Allowance	478.30		12.49	3,830.00
01-2510-5170	Materials	3,184.94		33.53	9,500.00
01-2510-5180	Fuel Clearing	42,361.38		41.33	102,500.00
01-2510-5185	Vehicle Repairs-Clearing,Other	12.90		0.26	5,000.00
01-2510-5210	Utilities	16,301.67		79.13	20,600.00
01-2510-5240	Advertising	872.92		349.17	250.00
01-2510-5250	Association & Membership Fees	0.00		0.00	250.00
01-2510-5270	Building Maintenance	16,882.62		140.69	12,000.00
01-2510-5275	Equipment Maintenance	11,114.12		277.85	4,000.00
01-2510-5290	Drainage Assessments - Materials	840.00		12.00	7,000.00
01-2510-5300	Insurance	44,589.00		100.00	44,589.00
01-2510-5310	Legal Fees	0.00		0.00	500.00
01-2510-5330	Training & Education	2,130.00		23.67	9,000.00
01-2510-5340	Conferences & Seminars	4,668.86		311.26	1,500.00
01-2510-5350	Travel	192.60		38.52	500.00
01-2510-5360	Telephone	1,868.52		74.74	2,500.00
01-2510-5370	Sundry	2,438.43		243.84	1,000.00
01-2510-6100	Truck 1 - Salaries & Wages	552.68		3.25	17,000.00
01-2510-6109	Truck 1 - Fuel	1,561.00		0.00	0.00
01-2510-6110	Truck 1 - Repairs & Maintenanc	1,393.77		1.35	103,000.00
01-2510-6112	Truck 2 - Repairs & Maintenance	411.74		0.00	0.00
01-2510-6113	Truck 2 - Fuel	175.07		0.00	0.00
01-2510-6120	Truck 4 - Salaries & Wages	827.42		0.00	0.00
01-2510-6129	Truck 4 - Fuel	3,223.02		0.00	0.00
01-2510-6130	Truck 4 - Repairs & Maintenanc	15,598.83		0.00	0.00
01-2510-6140	Truck 5 - Salaries & Wages	81.72		0.00	0.00
01-2510-6149	Truck 5 - Fuel	4.30		0.00	0.00
01-2510-6150	Truck 5 - Repairs & Maintenanc	2,315.03		0.00	0.00
01-2510-6160	Deere Tractor 12 - Wages	433.68		0.00	0.00
01-2510-6170	Deere Tractor 12 - Repairs & Maint	4,298.51		0.00	0.00
01-2510-6200	Grader 6 - Wages	983.46		0.00	0.00
01-2510-6209	Grader 6 - Fuel	2,649.06		0.00	0.00
01-2510-6210	Grader 6 - Repairs & Mainten	3,302.91		0.00	0.00
01-2510-6220	Grader 7 - Wages	2,823.10		0.00	0.00
01-2510-6229	Grader 7 - Fuel	372.13		0.00	0.00
01-2510-6230	Grader 7 - Repairs & Maintenanc	2,603.59		0.00	0.00
01-2510-6240	Case Loader 13 - Wages	408.60		0.00	0.00
01-2510-6249	Case Loader 13 - Fuel	2,209.17		0.00	0.00

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Account	Description	2008 Year Total	2009 Year To Date	Budget Pct Used	Total Budget
			Actual		
01-2510-6250	Case Loader 13 - Repairs & Mainte		1,921.87	0.00	0.00
01-2510-6269	Truck 14 - Fuel		70.56	0.00	0.00
01-2510-6270	Truck 14 - Repairs & Maintena		142.46	0.00	0.00
01-2510-6280	Deere Backhoe10 - Wages		180.70	0.00	0.00
01-2510-6289	Deere Backhoe 10 - Fuel		374.62	0.00	0.00
01-2510-6290	Deere Backhoe 10 - Repairs & Main		1,634.25	0.00	0.00
01-2510-6300	Tractor & Mower 11 - Wages		542.46	0.00	0.00
01-2510-6310	Tractor & Mower 11 - Repairs		671.44	0.00	0.00
01-2510-6320	Truck 8 - Wages		1,422.47	0.00	0.00
01-2510-6329	Truck 8 - Fuel		2,789.02	0.00	0.00
01-2510-6330	Truck 8 - Repairs & Maintenance		21,642.21	0.00	0.00
01-2510-6340	Bulldozer 15 - Wages		1,474.72	0.00	0.00
01-2510-6350	Bulldozer 15 - Repairs & Maintenance		124.43	0.00	0.00
01-2510-6389	Truck 17 - Fuel		1,106.02	0.00	0.00
01-2510-6390	Truck 17 - Repairs & Maintenance		2,056.01	0.00	0.00
01-2510-6409	Truck 9 - Fuel		807.93	0.00	0.00
01-2510-6410	Truck 9 - Repairs & Maintenance		2,356.08	0.00	0.00
01-2510-6420	Truck 3- Wages		1,206.78	0.00	0.00
01-2510-6429	Truck 3 - Fuel		3,295.32	0.00	0.00
01-2510-6430	Truck 3- Repairs & Maintenance		18,116.30	0.00	0.00
01-2510-6440	Truck 9 - Wages		163.44	0.00	0.00
01-2510-6449	Truck 9 - Fuel		3,689.98	0.00	0.00
01-2510-6450	Truck 9 - Repairs & Maintenance		3,676.81	0.00	0.00
01-2510-7400	Bridge Maintenance - Wages		2,888.84	288.88	1,000.00
01-2510-7410	Bridge Maintenance - Material		4,611.75	92.24	5,000.00
01-2510-7450	Culvert Maintenance - Wages		9,701.62	97.02	10,000.00
01-2510-7460	Culvert Maintenance - Material		13,002.73	118.21	11,000.00
01-2510-7500	Weed/Brush/Ditch - Wages		16,187.35	83.01	19,500.00
01-2510-7510	Weed/Brush/Ditch - Material		14,445.40	78.08	18,500.00
01-2510-7520	Catch Basins - Wages		6,866.67	68.67	10,000.00
01-2510-7530	Catch Basins - Material		8,466.56	423.33	2,000.00
01-2510-7600	Hardtop Maintenance - Wages		11,331.62	119.28	9,500.00
01-2510-7610	Hardtop Maintenance - Material		26,471.26	129.13	20,500.00
01-2510-7620	Loosetop Maintenance - Wages		10,652.58	266.31	4,000.00
01-2510-7630	Loosetop Maintenance - Materials		45,866.24	131.05	35,000.00
01-2510-7650	Grading - Wages		5,946.27	33.03	18,000.00
01-2510-7660	Grading - Material		701.25	0.00	0.00
01-2510-7700	Dust Control - Wages		4,835.61	60.45	8,000.00
01-2510-7710	Dust Control - Material		0.00	0.00	4,000.00
01-2510-7800	Safety Devices - Wages		5,791.25	64.35	9,000.00
01-2510-7810	Safety Devices - Material		12,836.02	91.69	14,000.00
01-2510-7850	Sidewalk Maintenance - Wages		457.26	22.86	2,000.00
01-2510-7860	Sidewalk Maintenance - Materia		578.07	9.63	6,000.00
01-2510-7900	CN Crossing Safety Devices		3,739.77	83.11	4,500.00
01-2510-7950	Road Names		2,456.12	54.58	4,500.00
01-2510-8000	County Roads - Wages		72,935.53	91.17	80,000.00
01-2510-8010	County Roads - Materials		252,691.24	87.53	288,696.00
<b>Total Expense</b>			<b>1,001,074.08</b>	<b>84.59</b>	<b>1,183,438.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>			<b>(802,905.30)</b>	<b>98.55</b>	<b>(814,742.00)</b>

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2520 ROADS - WINTER CONTROL</b>					
<b>Revenue</b>					
01-2520-4110	Grants & Subsidies		9,917.73	100.18	9,900.00
<b>Total Revenue</b>			9,917.73	100.18	9,900.00
<b>Expense</b>					
01-2520-5100	Salaries & Wages		13,308.98	50.12	26,555.00
01-2520-5170	Materials		29,574.53	73.94	40,000.00
01-2520-5280	Equipment Maintenance		4,669.72	23.95	19,500.00
01-2520-5370	Sundry		0.00	0.00	300.00
01-2520-5520	Service Contract - Pt Burwell		4,677.00	51.97	9,000.00
01-2520-5530	Service Contract - Vienna		3,105.00	62.10	5,000.00
01-2520-5540	Service Contract - Straff		3,576.00	79.47	4,500.00
01-2520-5550	Service Contract - Eden		1,685.00	56.17	3,000.00
01-2520-5555	Service Contract - Richmond		2,627.00	105.08	2,500.00
01-2520-5560	Service Contract - Sidewalks		2,171.25	31.02	7,000.00
<b>Total Expense</b>			65,394.48	55.72	117,355.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(55,476.75)	51.63	(107,455.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>2540 STREET LIGHTS</b>					
<b>Expense</b>					
01-2540-5520	SLA Port Burwell		14,612.02	90.42	16,160.00
01-2540-5530	SLA Vienna		4,338.92	71.60	6,060.00
01-2540-5540	SLA Straffordville		8,847.80	62.57	14,140.00
01-2540-5550	SLA Eden		6,109.97	100.82	6,060.00
01-2540-5560	SLA Corinth		1,403.37	46.32	3,030.00
01-2540-5570	SLA Richmond		2,090.78	69.00	3,030.00
<b>Total Expense</b>			37,402.86	77.15	48,480.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(37,402.86)	77.15	(48,480.00)
<b>Category Excess Revenue Over (Under) Expenditures</b>			(1,490,919.25)	73.84	(2,019,193.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>Category: 37???</b>					
<b>3010 WATER SYSTEM</b>					
<b>Revenue</b>					
01-3010-4010	Water revenues	293,025.58		59.63	491,384.00
01-3010-4110	Grants & Subsidies	40,041.55		0.00	0.00
01-3010-4120	Water Meters	1,750.00		116.67	1,500.00
01-3010-4140	Water Connect Chgs Vienna	5,658.01		100.00	5,658.00
01-3010-4150	Water penalties	4,715.79		71.00	6,642.00
<b>Total Revenue</b>		<b>345,190.93</b>		<b>68.33</b>	<b>505,184.00</b>
<b>Expense</b>					
01-3010-5100	Salaries & Wages	56,571.01		77.73	72,779.00
01-3010-5110	Statutory Benefits	5,036.76		62.94	8,003.00
01-3010-5120	Non-Statutory Benefits	7,457.02		68.30	10,918.00
01-3010-5170	Supplies	1,359.44		33.65	4,040.00
01-3010-5175	Tools and Equipment	1,593.00		132.75	1,200.00
01-3010-5180	Lab Fees	3,531.00		41.13	8,585.00
01-3010-5210	Utilities	1,336.15		68.91	1,939.00
01-3010-5240	Advertising	223.18		110.49	202.00
01-3010-5250	Association Fees	475.00		94.06	505.00
01-3010-5260	Auditing Fees	1,717.00		100.00	1,717.00
01-3010-5280	System Maintenance	3,475.45		36.58	9,500.00
01-3010-5295	Vehicle Maintenance	595.50		49.13	1,212.00
01-3010-5300	Insurance	676.00		100.00	676.00
01-3010-5330	Training & Education	1,332.62		102.51	1,300.00
01-3010-5335	Licences	0.00		0.00	600.00
01-3010-5340	Conferences & Seminars	1,739.12		49.69	3,500.00
01-3010-5360	Telephone	876.87		115.68	758.00
01-3010-5370	Sundry	0.00		0.00	101.00
01-3010-5400	Transfers to Reserves	0.00		0.00	65,000.00
01-3010-5410	Water Quality Management	525.00		21.00	2,500.00
01-3010-5450	Service Contract - Secondary System	103,747.83		48.56	213,667.00
01-3010-5510	Administrative Overhead	4,848.00		100.00	4,848.00
01-3010-5520	Water Supply	44,493.07		48.56	91,633.00
01-3010-5620	Water adjustments	5,800.38		0.00	0.00
<b>Total Expense</b>		<b>247,409.40</b>		<b>48.97</b>	<b>505,183.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>97,781.53</b>		<b>9,778,153.00</b>	<b>1.00</b>

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>3020 SEWAGE SYSTEM</b>					
<b>Revenue</b>					
01-3020-4010	Sewer revenues	350,986.02		66.89	524,698.00
01-3020-4125	Investment Income - Sewer Fund	0.00		0.00	11,000.00
01-3020-4130	Septage receiving Charges	0.00		0.00	9,500.00
01-3020-4150	Sewer penalties	2,803.37		59.07	4,746.00
<b>Total Revenue</b>		<b>353,789.39</b>		<b>64.33</b>	<b>549,944.00</b>
<b>Expense</b>					
01-3020-5100	Salaries & Wages	91,670.10		67.80	135,201.00
01-3020-5110	Statutory Benefits	8,864.94		59.60	14,873.00
01-3020-5120	Non-Statutory Benefits	10,578.89		52.16	20,281.00
01-3020-5130	Clothing Allowance	459.11		65.59	700.00
01-3020-5170	Supplies - Plant	1,704.39		77.47	2,200.00
01-3020-5175	Supplies - Collection	500.72		58.91	850.00
01-3020-5180	Lab Fees	6,246.52		78.08	8,000.00
01-3020-5190	Chemicals	3,798.32		65.49	5,800.00
01-3020-5210	Utilities - Plant	40,460.10		68.79	58,813.00
01-3020-5211	Utilities - Collection System	15,674.35		60.87	25,750.00
01-3020-5215	Property taxes	2,229.00		50.54	4,410.00
01-3020-5240	Advertising	190.42		95.21	200.00
01-3020-5250	Association & Membership Fees	0.00		0.00	120.00
01-3020-5260	Auditing Fees	1,750.00		100.00	1,750.00
01-3020-5270	Building/Plant Maintenance	2,720.88		22.67	12,000.00
01-3020-5275	Odour Control	14,928.29		60.93	24,500.00
01-3020-5280	System Maintenance	14,248.52		142.49	10,000.00
01-3020-5285	Equipment Mtce - Plant	2,213.00		13.41	16,500.00
01-3020-5290	Grounds Maintenance	465.00		21.14	2,200.00
01-3020-5295	Vehicle Maintenance	596.76		49.73	1,200.00
01-3020-5300	Sludge Haulage/Disposal	11,397.00		67.04	17,000.00
01-3020-5305	Insurance	0.00		0.00	5,664.00
01-3020-5330	Training & Education	325.00		16.25	2,000.00
01-3020-5335	Licences	75.00		37.50	200.00
01-3020-5340	Conferences & Seminars	1,176.62		29.42	4,000.00
01-3020-5350	Travel	212.85		133.03	160.00
01-3020-5360	Telephone	2,361.29		73.79	3,200.00
01-3020-5370	Sundry	0.00		0.00	100.00
01-3020-5400	Transfers to Reserves	0.00		0.00	164,173.00
01-3020-5510	Administrative Overhead	8,100.00		100.00	8,100.00
<b>Total Expense</b>		<b>242,947.07</b>		<b>44.18</b>	<b>549,945.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>110,842.32</b>		<b>(11,084,232.00)</b>	<b>(1.00)</b>

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<b>3030 WASTE DISPOSAL</b>					
<b>Revenue</b>					
01-3030-4110	Grants & Subsidies		31,301.66	130.42	24,000.00
01-3030-4120	Sundry		0.00	0.00	5,000.00
	<b>Total Revenue</b>		31,301.66	107.94	29,000.00
<b>Expense</b>					
01-3030-5100	Salaries & Wages		2,163.37	70.01	3,090.00
01-3030-5240	Advertising		261.76	87.25	300.00
01-3030-5450	Service Contract - Waste Dispo		174,579.42	69.79	250,146.00
01-3030-5455	Recycling Service Contract		102,203.63	65.64	155,695.00
01-3030-5460	Large Item/Hazardous Waste Day		22,319.34	81.16	27,501.00
	<b>Total Expense</b>		301,527.52	69.04	436,732.00
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		(270,225.86)	66.28	(407,732.00)

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<b>3510 HEALTH SERVICES</b>					
<b>Revenue</b>					
01-3510-4110	Grants & Subsidies		72,748.50	0.00	0.00
<b>Total Revenue</b>			72,748.50	0.00	0.00
<b>Expense</b>					
01-3510-5100	Salaries & Wages		60,396.43	0.00	0.00
01-3510-5110	Statutory Benefits		5,484.23	0.00	0.00
01-3510-5120	Non-Statutory Benefits		8,652.98	0.00	0.00
01-3510-5170	Supplies		64.12	0.00	0.00
01-3510-5210	Utilities		2,785.54	67.61	4,120.00
01-3510-5270	Building Maintenance		2,133.67	106.68	2,000.00
01-3510-5290	Grounds Maintenance		908.10	90.81	1,000.00
01-3510-5300	Insurance		1,826.00	100.00	1,826.00
01-3510-5370	Sundry		95.67	15.95	600.00
01-3510-5450	Health Needs		5,600.00	0.00	0.00
<b>Total Expense</b>			87,946.74	921.29	9,546.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(15,198.24)	159.21	(9,546.00)

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<b>3520 CEMETERIES</b>					
<b>Expense</b>					
01-3520-5290	Grounds Maintenance		5,700.00	39.31	14,500.00
01-3520-5370	Sundry/Interest		127.89	6.39	2,000.00
<b>Total Expense</b>			<b>5,827.89</b>	<b>35.32</b>	<b>16,500.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>			<b>(5,827.89)</b>	<b>35.32</b>	<b>(16,500.00)</b>
<b>Category Excess Revenue Over (Under) Expenditures</b>			<b>(82,628.14)</b>	<b>19.05</b>	<b>(433,778.00)</b>

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<b>Category: 4???</b>					
<b>4010 GENERAL ASSISTANCE</b>					
<b>Expense</b>					
01-4010-5590	General Assistance Grants		6,256.00	80.21	7,800.00
	<b>Total Expense</b>		6,256.00	80.21	7,800.00
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		(6,256.00)	80.21	(7,800.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4510 PARKS &amp; RECREATION</b>					
<b>Revenue</b>					
01-4510-4110	Grants & Subsidies		1,150.00	44.23	2,600.00
<b>Total Revenue</b>			1,150.00	44.23	2,600.00
<b>Expense</b>					
01-4510-5100	Salaries & Wages		15,078.29	69.18	21,795.00
01-4510-5105	Wages - Festival Support		479.60	0.00	0.00
01-4510-5110	Statutory Benefits		0.00	0.00	3,992.00
01-4510-5170	Supplies		0.00	0.00	500.00
01-4510-5210	Utilities		2,430.08	78.64	3,090.00
01-4510-5240	Advertising		224.76	224.76	100.00
01-4510-5270	Building Maintenance		0.00	0.00	1,000.00
01-4510-5280	Equipment Maintenance		1,902.05	380.41	500.00
01-4510-5290	Grounds Maintenance		8,072.00	60.28	13,390.00
01-4510-5300	Insurance		9,455.00	100.00	9,455.00
01-4510-5370	Sundry		298.42	59.68	500.00
01-4510-5590	General Assistance		0.00	0.00	500.00
01-4510-5600	Canada Day		1,198.46	108.95	1,100.00
<b>Total Expense</b>			39,138.66	69.99	55,922.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(37,988.66)	71.24	(53,322.00)

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Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4520 COMMUNITY CENTRE-STRAFF</b>					
<b>Revenue</b>					
01-4520-4120	Sundry Revenue		62.33	0.00	0.00
01-4520-4130	Rentals		7,830.00	62.64	12,500.00
01-4520-4140	Mix		1,296.25	28.81	4,500.00
	<b>Total Revenue</b>		<b>9,188.58</b>	<b>54.05</b>	<b>17,000.00</b>
<b>Expense</b>					
01-4520-5100	Salaries & Wages		7,538.58	69.22	10,890.00
01-4520-5110	Statutory Benefits		437.65	51.19	855.00
01-4520-5170	Supplies		1,990.23	39.80	5,000.00
01-4520-5210	Utilities		13,342.86	61.69	21,630.00
01-4520-5240	Advertising		64.00	0.00	0.00
01-4520-5270	Building Maintenance		615.48	18.65	3,300.00
01-4520-5280	Equipment Maintenance		956.77	31.89	3,000.00
01-4520-5290	Grounds Maintenance		3,072.25	55.86	5,500.00
01-4520-5300	Insurance		4,436.00	100.00	4,436.00
01-4520-5360	Telephone		289.41	144.71	200.00
01-4520-5370	Sundry		370.55	41.17	900.00
01-4520-5450	Service Contract		8,083.00	58.13	13,905.00
	<b>Total Expense</b>		<b>41,196.78</b>	<b>59.18</b>	<b>69,616.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>(32,008.20)</b>	<b>60.83</b>	<b>(52,616.00)</b>

**General Ledger**  
**Annual Department Budget vs. Actual Comparison Report**  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4530 COMMUNITY CENTRE-VIENNA</b>					
<b>Revenue</b>					
01-4530-4130	Rentals		5,610.00	53.43	10,500.00
	<b>Total Revenue</b>		5,610.00	53.43	10,500.00
<b>Expense</b>					
01-4530-5100	Management Contract		7,095.77	74.69	9,500.00
01-4530-5170	Supplies		705.18	35.26	2,000.00
01-4530-5210	Utilities		6,737.87	50.32	13,390.00
01-4530-5240	Advertising		64.00	0.00	0.00
01-4530-5270	Building Maintenance		2,481.67	53.95	4,600.00
01-4530-5280	Equipment Maintenance		983.20	32.77	3,000.00
01-4530-5290	Grounds Maintenance		2,292.70	65.51	3,500.00
01-4530-5300	Insurance		4,436.00	100.00	4,436.00
01-4530-5360	Telephone		325.44	33.90	960.00
01-4530-5370	Sundry		121.96	24.39	500.00
01-4530-5450	Service Contract		4,627.00	46.79	9,888.00
	<b>Total Expense</b>		29,870.79	57.69	51,774.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(24,260.79)	58.78	(41,274.00)

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4535 EDEN COMMUNITY CENTRE</b>					
<b>Revenue</b>					
01-4535-4130	Rentals		3,873.63	50.34	7,695.00
<b>Total Revenue</b>			3,873.63	50.34	7,695.00
<b>Expense</b>					
01-4535-5180	Equipment Maintenance		0.00	0.00	2,000.00
01-4535-5210	Utilities		4,820.75	72.01	6,695.00
01-4535-5270	Building Maintenance		0.00	0.00	3,500.00
01-4535-5290	Grounds Maintenance		880.00	44.00	2,000.00
01-4535-5300	Insurance		2,030.00	100.00	2,030.00
<b>Total Expense</b>			7,730.75	47.65	16,225.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(3,857.12)	45.22	(8,530.00)

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4540 LIBRARIES</b>					
<b>Revenue</b>					
01-4540-4130	Lease Revenues		33,011.76	51.73	63,816.00
	<b>Total Revenue</b>		33,011.76	51.73	63,816.00
<b>Expense</b>					
01-4540-5210	Utilities		7,472.65	65.95	11,330.00
01-4540-5270	Building Maintenance		5,293.10	68.30	7,750.00
01-4540-5290	Grounds Maintenance		1,592.82	63.71	2,500.00
01-4540-5300	Insurance		2,154.00	100.00	2,154.00
	<b>Total Expense</b>		16,512.57	69.57	23,734.00
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		16,499.19	41.16	40,082.00

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>4550 MUSEUMS BAYHAM</b>					
<b>Revenue</b>					
01-4550-4110	Grants & Subsidies		18,591.19	245.92	7,560.00
01-4550-4120	Sundry		687.01	171.75	400.00
01-4550-4130	Admissions		6,670.93	83.39	8,000.00
01-4550-4170	Children's Programs		448.00	89.60	500.00
01-4550-4180	Fundraising		935.00	12.38	7,550.00
01-4550-4185	Donations		2,012.73	134.18	1,500.00
01-4550-4190	Contributions from Reserves		0.00	0.00	500.00
	<b>Total Revenue</b>		<b>29,344.86</b>	<b>112.82</b>	<b>26,010.00</b>
<b>Expense</b>					
01-4550-5100	Salaries & Wages		38,504.06	101.11	38,080.00
01-4550-5110	Statutory Benefits		3,084.20	79.22	3,893.00
01-4550-5170	Supplies		513.41	25.67	2,000.00
01-4550-5180	Fundraising expense		1,661.28	41.79	3,975.00
01-4550-5190	Children's Programs		326.94	65.39	500.00
01-4550-5210	Utilities		6,017.99	46.74	12,875.00
01-4550-5240	Advertising		1,529.76	50.99	3,000.00
01-4550-5245	Marketing		0.00	0.00	2,500.00
01-4550-5250	Memberships (EON)		135.00	24.55	550.00
01-4550-5270	Building Maintenance		6,946.70	119.77	5,800.00
01-4550-5280	Equipment Maintenance		178.20	11.88	1,500.00
01-4550-5290	Grounds Maintenance		1,933.41	55.24	3,500.00
01-4550-5300	Insurance		2,596.00	100.00	2,596.00
01-4550-5340	Conferences & Seminars		0.00	0.00	400.00
01-4550-5350	Travel		0.00	0.00	400.00
01-4550-5360	Telephone		1,352.38	90.16	1,500.00
01-4550-5370	Sundry		66.36	6.64	1,000.00
01-4550-5400	Transfer to Reserves		0.00	0.00	5,075.00
01-4550-5450	Contracted Services		0.00	0.00	3,000.00
01-4550-5600	Special Project		271.58	54.32	500.00
01-4550-5610	Special Events		0.00	0.00	500.00
	<b>Total Expense</b>		<b>65,117.27</b>	<b>69.91</b>	<b>93,144.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>		<b>(35,772.41)</b>	<b>53.29</b>	<b>(67,134.00)</b>
	<b>Category Excess Revenue Over (Under) Expenditures</b>		<b>(123,643.99)</b>	<b>64.87</b>	<b>(190,594.00)</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>Category: 5???</b>					
<b>5010 PLANNING &amp; DEVELOPMENT</b>					
<b>Revenue</b>					
01-5010-4110	Grants & Subsidies	6,289.00		0.00	0.00
01-5010-4120	Sundry Revenue	123.00		0.00	0.00
01-5010-4130	Zoning Certificates	1,365.00		68.25	2,000.00
01-5010-4140	Zoning Charges	17,704.94		147.54	12,000.00
01-5010-4150	OPA Fees	(1,000.00)		(50.00)	2,000.00
01-5010-4160	Minor Variance Fees	1,000.00		33.33	3,000.00
01-5010-4170	Site Plan Fees	0.00		0.00	4,000.00
01-5010-4180	Plan of Subdivision Fees	2,000.00		100.00	2,000.00
01-5010-4190	Development Agreement Fees	0.00		0.00	500.00
	<b>Total Revenue</b>	<b>27,481.94</b>		<b>107.77</b>	<b>25,500.00</b>
<b>Expense</b>					
01-5010-5100	Salaries & Wages	37,396.14		70.25	53,235.00
01-5010-5110	Statutory Benefits	3,558.56		60.77	5,856.00
01-5010-5120	Non-Statutory Benefits	6,261.67		78.42	7,985.00
01-5010-5170	Supplies	0.00		0.00	400.00
01-5010-5240	Advertising	2,850.48		63.34	4,500.00
01-5010-5250	Association & Membership Fees	320.00		96.97	330.00
01-5010-5310	Legal Fees	8,624.00		287.47	3,000.00
01-5010-5320	Postage & Courier	192.69		96.35	200.00
01-5010-5340	Conferences & Seminars	0.00		0.00	500.00
01-5010-5350	Travel	153.45		76.73	200.00
01-5010-5370	Sundry	0.00		0.00	200.00
01-5010-5450	Consulting Fees	14,007.86		60.90	23,000.00
	<b>Total Expense</b>	<b>73,364.85</b>		<b>73.80</b>	<b>99,406.00</b>
	<b>Dept Excess Revenue Over (Under) Expenditures</b>	<b>(45,882.91)</b>		<b>62.08</b>	<b>(73,906.00)</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>5012 BUSINESS &amp; COMMERCE</b>					
<b>Revenue</b>					
01-5012-4170	Lease Revenues		600.00	58.25	1,030.00
	<b>Total Revenue</b>		600.00	58.25	1,030.00
<b>Expense</b>					
01-5012-5210	Utilities		0.00	0.00	500.00
01-5012-5240	Advertising		352.72	176.36	200.00
01-5012-5270	Beautification		1,830.11	73.20	2,500.00
01-5012-5290	Grounds Maintenance		800.75	0.00	0.00
	<b>Total Expense</b>		2,983.58	93.24	3,200.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(2,383.58)	109.84	(2,170.00)

**General Ledger**  
**Annual Department Budget vs. Actual Comparison Report**  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>5015 TOURISM &amp; MARKETING</b>					
<b>Revenue</b>					
01-5015-4110	Grants & Subsidies		2,500.00	71.43	3,500.00
01-5015-4120	Sundry Revenues		1,060.00	0.00	0.00
01-5015-4170	Lease Revenues		1,800.00	60.00	3,000.00
<b>Total Revenue</b>			<b>5,360.00</b>	<b>82.46</b>	<b>6,500.00</b>
<b>Expense</b>					
01-5015-5100	Salaries & Wages		9,292.59	106.14	8,755.00
01-5015-5110	Statutory Benefits		318.42	0.00	0.00
01-5015-5210	Utilities		4,693.67	69.02	6,800.00
01-5015-5215	Interpretive Centre Operations		965.73	24.45	3,950.00
01-5015-5230	Brochures		1,985.84	66.19	3,000.00
01-5015-5240	Advertising		5,829.70	72.87	8,000.00
01-5015-5245	Promotional Items		0.00	0.00	500.00
01-5015-5250	Associations & Memberships		130.00	28.89	450.00
01-5015-5260	Festivals		3,184.00	79.60	4,000.00
01-5015-5270	Beautification		544.32	90.72	600.00
01-5015-5290	Beach Maintenance		2,770.39	34.63	8,000.00
01-5015-5340	Conferences & Seminars		0.00	0.00	250.00
01-5015-5350	Travel		15.75	0.00	0.00
01-5015-5370	Sundry		600.00	240.00	250.00
01-5015-5600	Special Projects		0.00	0.00	2,500.00
<b>Total Expense</b>			<b>30,330.41</b>	<b>64.46</b>	<b>47,055.00</b>
<b>Dept Excess Revenue Over (Under) Expenditures</b>			<b>(24,970.41)</b>	<b>61.57</b>	<b>(40,555.00)</b>

**General Ledger**  
 Annual Department Budget vs. Actual Comparison Report  
 Fiscal Year 2009 - From Period 1 To Period 9 Ending SEP 30,2009

Account	Description	2008 Year Total	2009 Year To Date Actual	Budget Pct Used	Total Budget
<b>5020 ENVIRONMENTAL SERVICES</b>					
<b>Revenue</b>					
01-5020-4110	Grants & Subsidies		13,311.68	266.23	5,000.00
01-5020-4140	Tile Drain Charges		5,603.51	99.99	5,604.00
<b>Total Revenue</b>			18,915.19	178.38	10,604.00
<b>Expense</b>					
01-5020-5100	Salaries & Wages		11,165.32	78.85	14,161.00
01-5020-5102	Richmond Water - Wages		680.80	0.00	0.00
01-5020-5110	Statutory Benefits		1,072.14	68.86	1,557.00
01-5020-5120	Non-Statutory Benefits		1,649.32	77.65	2,124.00
01-5020-5170	Supplies/Stock		0.00	0.00	750.00
01-5020-5260	Professional Services		3,895.00	389.50	1,000.00
01-5020-5270	Water Sampling		1,656.00	55.20	3,000.00
01-5020-5380	Tile Drain Debt Charges		5,603.51	99.99	5,604.00
<b>Total Expense</b>			25,722.09	91.23	28,196.00
<b>Dept Excess Revenue Over (Under) Expenditures</b>			(6,806.90)	38.69	(17,592.00)

**Municipality of Bayham  
Capital Budget  
2008**

<b>Project</b>	<b>Actual to Date</b>	<b>Unfinanced or Reserve Alloc</b>	<b>Budget</b>	<b>Notes</b>	<b>Revenues</b>	<b>Source</b>
<b>Tangible Capital</b>						
<b>General</b>						
- Computer Equipment	10,225		12,000		75	sale of laptop
- Municipal office, sound system			5,000		10,150	computer reserve
<b>Fire</b>						
<b>Vehicles</b>						
- Pumper/rescue unit	110,000		330,675		110,000	fire apparatus res
<b>Building</b>						
- Port Burwell Station			25,000			
<b>Major Equipment Renewal</b>						
Pagers (10)	4,913		11,000		4,913	fire comm equip res
Radios	4,611				4,611	fire comm equip res
Bunker Gear	3,334					
<b>Building</b>						
<b>By-Law</b>						
- Dog Containment Device						
<b>Roads</b>						
<b>Equipment Purchase</b>						
- Pickup Truck			30,000			
- Sweeper for loader	21,708		16,000		21,708	road equip res
- Tractor Mower	89,478		70,000		89,478	road equip res
- Hot Patcher			25,000			
- trench box split with w/ww			3,333			
- sale of equipment					2,075	
<b>Asphalt Projects</b>						
- Eden/Schafer intersection			30,000			
- Alward Street	402		25,000			
- Green Line (sections)			30,000			
- Jackson Line west (sections)			30,000			
- Newton Street (Milton to Victoria)			30,000			
<b>Gravel Projects</b>						
- Tollgate (Light to Tunnel)	3,061		50,000			
- Murray (Talbot to Eden)	2,007		30,000			
- Somers (Eden to south end)			30,000			
- Owl Cage Line (culvert)	6,629					
<b>Tar &amp; Chip Resurface</b>						
- Bogus Road (Light to Calton)			32,000			
- Best (Culloden to Talbot)			50,000			
<b>New Tar &amp; Chip Surface</b>						
- Mitchell Road (Jackson to Heritage)	102,296		90,000		102,296	road construction res
- Tollgate (Calton to Light)	24,647		60,000		24,647	road construction res
- Light Line (complete 2008)	31,043		10,000		31,043	road construction res
<b>Other</b>						
- Guard rails (700 ft)			15,000			
- Works Building			25,000			
- Salt Containment Shed	90,353		180,000		46,000	infra reserve
					44,353	gas tax reserve
<b>Sidewalks</b>						
- New			20,000			
<b>Street Lights</b>						
- new lights	13,663		10,000			

11/09/2009

**Municipality of Bayham  
Capital Budget  
2008**

<b>Project</b>	<b>Actual to Date</b>	<b>Reserve Alloc</b>	<b>Budget</b>	<b>Notes</b>	<b>Revenues</b>	<b>Source</b>
- new arms as required			10,000			
<b>Water</b>						
- Hydrant Replacement			3,800			
- Curb Stop/Rod Replacement			6,000			
- main water valve replacement			35,000			
- otters edge meter replacement	5,940		6,000		5,940	water reserve
- trench box -- split between water,waste & roads			3,333			
- Infrastructure project	251,909		2,162,845		450	tenders
<b>Waste Water</b>						
- trench box -- split between water,waste & roads			3,333			
- pump rebuilds	4,868		20,000		4,868	sewer reserve
- stoppers for manholes in flood area	7,290		15,000		7,290	sewer reserve
- Union St pump station repairs	9,688		10,000		9,688	sewer reserve
- valve actuator replacement			6,000			
- UV rebuild	17,779		22,000		17,779	sewer reserve
- Black Bridge main			32,000			
- air blower rebuilds	5,921		3,600		5,921	sewer reserve
- hydro surge protection at plant			15,000			
- energy consumption study			5,800			
- biosolids management plan			2,500			
- Contingency Pumps						
<b>Waste Management</b>						
- septage receiving facility	64,655		490,372		64,655	unexpended 08
<b>Health Services</b>						
- Car port, soffit			10,000			
<b>Parks &amp; Rec.</b>						
- Play ground equipment			40,000			
- Richmond	2,977				2,977	park res fund
<b>Straffordville Comm. Centre</b>						
<b>Vienna Comm. Centre</b>						
<b>Eden Comm. Centre</b>						
<b>Libraries</b>						
- Vienna Building			30,000			
- Straff Bldg roof	6,540					
<b>Museums</b>						
<b>Cemeteries</b>						
- Guysboro			1,093			
<b>Planning &amp; Development</b>						
<b>Business &amp; Commerce</b>						
- Ec Dev - Signs			17,900			
<b>Tourism &amp; Marketing</b>						
- Wind Tower Kiosk			1,300			
<b>Environmental</b>						

11/09/2009

**Municipality of Bayham  
Capital Budget  
2008**

<u>Project</u>	<u>Actual to Date</u>	<u>Reserve Alloc</u>	<u>Budget</u>	<u>Notes</u>	<u>Revenues</u>	<u>Source</u>
<b>Intangible Capital</b>						
- Asset Management	14,873		8,650		8,653	COMRIF
- Official Plan review	12,340		5,000			
- Zoning review			10,000			
- Sewer capacity study	1,417				1,417	sewer reserve
- SCC, Energy cons. Study, initiatives			7,500			
- VCC, chairs	3,411		1,500	chairs & tables		
- VCC, paint main hall			6,000			
- Cemetery signs	2,298		5,000		2,298	unexpended 08
- Cultural Plan Completion			2,462			
- Beach parking barriers			1,200			
- Beach projects ie path			9,992			
- Picnic Tables (15)/beach equipment	2,134		2,600			
- Feasibility study application	6,283					
- LPRCA special project	7,886		7,886			
- New Drainage works	4,874		19,300		4,874	unexpended 08
- Moore Bridge	864					
- Environmental assess (Fabco)	889					
	<b>953,206</b>	<b>0</b>	<b>4,314,974</b>		<b>628,159</b>	

11/09/2009

**Cash Requirements  
2008 Budget**

<u>Project</u>	<u>Actual to Date</u>	<u>Budget</u>	<u>Revenues</u>	<u>Notes</u>
<b>General</b>				
- Reserve for Working Capital		10,000		
- Trf to Comp. Reserve		5,000		
<b>Fire</b>				
- Apparatus Reserve allocation		80,000		
- Annual Remuneration reserve		2,500		
- Building renewal reserve		65,000		
- Major equipment reserve		18,000		
<b>Building</b>				
- Vehicle Reserve		3,000		
<b>By-Law</b>				
- Vehicle Reserve		3,000		
<b>Roads</b>				
- Gas Tax Reserve		103,572	103,572	
- Equipment Reserve		135,000	137,703	
- Road Reconstruction Reserve		330,000		
<b>Water</b>				
- Meter Changeover		13,001		
- new connections			7,820	
<b>Waste Water</b>				
- new connections				
- early debt retirement				
- Ltd repayment		219,943	215,856	
<b>Waste Management</b>				
<b>Health Services</b>				
<b>Parks &amp; Rec.</b>				
- Trail Improvements (reserve)		9,384	10,493	
- Park Improvements		10,000		
- Playground Equipment		10,000		
<b>Straffordville Comm. Centre</b>				
- Reserve		7,500		
<b>Vienna Comm. Centre</b>				
- Reserve		7,500		
<b>Eden Comm. Centre</b>				
<b>Libraries</b>				
- Building Renewal Reserve		25,000		
<b>Museums</b>				
- Edison Building Reserve		2,000		
- General Reserve		3,000		2,300 Friends of Edison - donation
<b>Cemeteries</b>				

**Cash Requirements  
2008 Budget**

<u>Project</u>	<u>Actual to Date</u>	<u>Budget</u>	<u>Revenues</u>	<u>Notes</u>
<b><u>Planning &amp; Development</u></b>				
<b><u>Business &amp; Commerce</u></b>				
- East pier		20,000		
- Façade Program		1,100		
- Harbour Dredging	626	20,000	19,035 donations	
<b><u>Tourism &amp; Marketing</u></b>				
<b><u>Environmental</u></b>				
<b>TOTAL</b>	<b>626</b>	<b>1,103,500</b>	<b>496,779</b>	



**Rural Ontario  
Municipal Association**

*Representing Rural Ontario*

September 2, 2009

Brenda Gibbons  
Administrative Assistant  
Municipality of Bayham  
P.O. Box 160, 9344 Plank Road  
Straffordville, Ontario N0J 1Y0

9  
RECEIVED  
SEP - 8 2009  
MUNICIPALITY OF BAYHAM

Dear Ms. Gibbons:

Thank you for sending ROMA a copy of your resolution dated May 12, 2009, regarding changing the term of office from a four-year to a two-year term for its Board of Directors, Chair and Vice-Chairs. The process to amend is set out in the enclosed Rules and Procedures for the Conduct and Operation of ROMA.

It specifies that any amendment to a rule of procedure can only occur at an Annual General Meeting. It also provides that a petition of any five ROMA members if received by the ROMA Board not less than 30 days in advance of the Annual General Meeting would put a proposal for amendment before the AGM. After receiving this petition, we would be place a motion in this regard before the next ROMA Annual General Meeting, which will occur on February 23 at the 2010 OGRA/ROMA Conference.

Feel free to contact me for further correspondence on this issue. Thank you for your interest and continued membership in ROMA.

Yours truly,

A handwritten signature in black ink that reads "Allen Taylor".

Allen Taylor  
ROMA Chair

---

*Rural Section of the Association of Municipalities of Ontario*  
200 University Ave., Suite 801 Toronto, Ontario M5H 3C6 Website: [www.roma.on.ca](http://www.roma.on.ca) E-mail: [amo@amo.on.ca](mailto:amo@amo.on.ca)  
Toll-Free: 1-877-426-6527 \* Tel: (416) 971-9856 \* Fax: (416) 971-6191



**RULES AND PROCEDURE FOR THE CONDUCT AND OPERATION  
OF THE  
ROMA (THE RURAL SECTION OF AMO)  
OF THE  
ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

**Approved at the ROMA Annual General Meeting**

**OGRA/ROMA Conference**

**FEBRUARY 27, 2007**

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**1. NAME**

This section, to be known as the Rural Ontario Municipal Association, referred to hereinafter as ROMA, shall be recognized as the Rural Section of the Association of Municipalities of Ontario, hereinafter referred to as AMO.

If it appears that a part of the following Policy Statement is in conflict with the governing rules of AMO, the interpretation of the AMO By-laws are to have precedence.

**2. OBJECTS**

ROMA agrees with and will promote the AMO By-laws and will attempt to provide an effective avenue for the expression of the rural municipal view-point to other levels of government and other appropriate bodies.

**3. HEAD OFFICE**

The offices of ROMA shall be at the AMO offices and meetings shall be held at that location or such other place as shall be determined by the ROMA Board.

**4. MEMBERSHIP OF ROMA**

(a) Qualified members of ROMA shall be those Ontario municipalities that deem themselves to have a rural interest.

(b) Associate Members

Associate Members shall be any persons or groups interested in municipal affairs, who through related experience may make a contribution to the benefit of the Section, and who are admitted by the ROMA Board. Such associate members shall have the privilege of the floor at the Annual Conferences, but will not be entitled to vote nor shall they be entitled to have any representative elected to any office of ROMA.

(c) Honorary Life Members

The ROMA Board by resolution, may name persons to be honorary members of ROMA. An honorary member may participate in proceedings but shall not be entitled to a vote except in the case where such honorary member is a representative from a member municipality.

**5. OFFICERS AND BOARD MEMBERS**

(a) Officers

The Officers shall be: the Chair, 1<sup>st</sup> Vice-Chair, 2<sup>nd</sup> Vice-Chair, Immediate Past Chair, Board Treasurer and the Chair of the AMO Rural Caucus.

(b) Board

- (i) There shall be a ROMA Board which will be comprised of the following:
  - 1. The Officers.
  - 2. A representative of each of the nine designated Zones of the Section as elected in February.
  - 3. Such elected members of the Rural Caucus on the AMO Board of Directors as are not already members of the ROMA Board by virtue of 1) and 2) above.
- (ii) The ROMA Board may at the first meeting following the Annual General Meeting of ROMA name an additional qualified person to the Board who shall be known as the Member at Large.

(c) Elections

- (i) The Zone Representatives shall be elected at the Annual Conference immediately following each municipal election and shall hold office for a period of four years.
- (ii) At the meeting held at the conclusion of the Annual Conference, or at the first regular Board Meeting held thereafter, the Board shall choose from its number, persons to serve as the Chairperson of the Board, and as the first and second Vice-Chairpersons of the Board and such persons shall serve in that position for a period of one year at a time.
- (iii) The Rural Caucus of the AMO Board shall consist of such number of persons as shall be determined by the AMO By-laws.

(d) Vacancies

In the event of a vacancy occurring in the office of Chair or 1<sup>st</sup> Vice-Chair, the next ranking officer shall fill the vacancy and the remaining vacancy among the Officers shall be filled by the appointment of the Board from among its members. Vacancies in the remaining Board shall be filled by the Board by appointment from among the members of the Zone in which the vacancy occurs. If, in the opinion of the Board, the remaining term of office is such that it does not warrant appointment, then the vacancy may

remain until the next Annual Conference, at which time it shall be filled through the election process.

**6. BOARD TREASURER**

- (a) The Board Treasurer shall be appointed by and hold office at the direction of the ROMA Board. The Board Treasurer shall be a member of the ROMA Board and shall be charged with the general financial affairs of the Section.
- (b) The Board Treasurer shall receive an honorarium, the amount of which shall be determined by the ROMA Board annually.
- (c) The Board Treasurer shall prepare an annual budget for ROMA and shall see to the general administration of the budget. The Board Treasurer shall cause to be presented annually to the ROMA Annual Conference, a statement of revenues and expenditures.

**7. DUTIES OF THE OFFICERS AND THE ROMA BOARD**

- (a) It shall be the duty of the ROMA Board to put into effect the will of AMO as expressed by by-law or resolution at the Annual General Meeting or any other special meeting of the membership.
- (b) In administering the affairs, the ROMA Board shall respect the AMO By-laws and shall be supportive of the directions and intent as expressed therein.
- (c) The ROMA Board Chairperson shall, when present, preside at all meetings of the delegates and of the Board. The Chair shall also be charged with the management and supervision of the affairs of the ROMA Board.
- (d) Meetings
  - (i) The Board shall meet at the time of and prior to the ROMA annual meeting and shall hold such other meetings as may be called for by the Chair. In the absence of the Chair, or in the case of a vacancy in the office, the meeting shall be called by the next ranking Officer of the Section on the direction, in writing, of the majority of the members of the Board.
  - (ii) At least five days notice of the time, place and purpose of all meetings of the ROMA Board shall be given to each member of the ROMA Board. Such notice may be given in person, by telephone or by mail, or by email of fax.

- (e) Upon notification of a meeting, as noted above, a majority of the ROMA Board members shall constitute a quorum at such meetings.
- (f) The ROMA Board shall have the power to approve budgeted expenditures or such other expenditures, the monies for which have been arranged by the ROMA Board and necessary to carry out the business or general welfare.
- (g) The ROMA Board may enter into agreements for special projects within the limits of the fiscal arrangements.
- (h) The ROMA Board shall at its first meeting following the Annual Meeting or as soon thereafter as possible, name those members who shall represent the Association on other activities or on any committee on which it is necessary or advantageous to have members appointed.
- (i) Expenses of ROMA Board Members

The Board may authorize the reimbursement of out-of-pocket expenses incurred by persons acting on behalf of ROMA when such expenses are not assumed by a municipality or other organization or agency. The Board shall not be reimbursed for attending the Annual Meeting of ROMA or AMO.

## **8. COMMITTEES**

### **(a) Chair's Committee**

There shall be a Chair's Committee consisting of the Officers of the ROMA Board. The Chair's Committee shall be the governing body between meetings of the Board and shall report all business transacted at its meetings to the next meeting of the Board. The powers of the Chair's Committee shall exclude those powers assigned to the Board with respect to the fiscal policies of ROMA.

### **(b) Special Committees**

The ROMA Board may annually appoint such special committees as it deems to be necessary and in the general interest of ROMA and its membership. A resolution to appoint such a committee shall include the terms of reference for the proposed committee, the name of the person to act as Chair, as well as the names of the persons to serve as members of the committee. The Board may delegate its authority with respect to the appointment of committee

personnel to the Chair or the Chair's Committee. A quorum of any special committee shall be the majority of the members appointed.

**9. ANNUAL MEETING**

(a) General

There shall be an Annual Meeting of ROMA which shall take place at the Annual Conference and at least thirty days notice shall be given to the membership of such dates and place designated for holding the Annual Meeting.

(b) Representation (Voting delegates)

Each qualified member municipality shall be entitled to send such representatives to the Annual Conference as the member municipal council may appoint and each delegate so authorized to attend shall be entitled, upon payment of a registration fee, to the privilege of the floor and shall be entitled to vote.

(c) Quorum

At all Annual Meetings, those voting delegates present shall constitute a quorum for the transaction of ROMA business.

(d) Voting at Annual Meeting

- (i) Voting shall be by a show of hands of those entitled to vote and the Chair's decision as to whether or not a motion is won or lost is final, unless immediately upon the decision of the Chair being declared, ten or more voting delegates then present, by standing, demand a standing vote, whereupon the Chair shall put again the same question to the Annual Meeting to be decided by a count of those standing in favour of and against the motion. The results of a standing vote shall be final. Notwithstanding the foregoing, the Chair of the session may at any time order that the matter before the Annual Meeting be determined by standing vote.
- (ii) In all cases where the votes of the delegates then present are equal for and against the question, the motion shall be lost, and it shall be the duty of the Chair to so declare.
- (iii) In addition to the foregoing, the ROMA Board may establish additional procedures to facilitate the orderly procedure of ROMA business during the Annual Meeting. Any such additional procedures shall not conflict with these Rules of Procedure.

- (e) Nominations and Elections
  - (i) Not less than three months prior to the date of the Annual General Meeting, the Board shall ensure that a call for nominations is sent out to the membership.
  - (ii) Nominations are to be received not later than 30 days prior to the holding of the Annual General Meeting and no nominations will be accepted thereafter.
  - (iii) Subject to the foregoing, ROMA shall prescribe the manner of receiving nominations, holding elections, including the forms to be used, the method of voting and such rules and procedures pertaining thereto, so as to ensure the fair and proper conduct of nominations and elections. Copies of the procedures as prescribed by the ROMA Board shall be distributed to the delegates prior to the Annual Meeting together with a Nominations Report.

#### 10. SPECIAL GENERAL MEETINGS

- (a) Special General Meetings of ROMA may be called at any time by a majority vote of the ROMA Board and the ROMA Board shall call such a meeting on receipt of a request in writing specifying the nature of the business to be transacted and submitted by at least fifty (50) of the members in good standing for the current year.
- (b) A notice shall be sent to every member of ROMA at least two weeks before the time appointed by the Board for a Special General Meeting and such notice shall specify the place where such meeting shall be held and the nature of business to be transacted and no other business shall be transacted at such Special General Meeting.
- (c) At any Special General Meeting, those voting delegates present shall constitute a quorum.
- (d) A decision of a Special General Meeting shall have the same force and effect as a decision taken at an Annual Meeting.
- (e) All voting rights, voting procedures and so forth, as are generally contained within the Rules of Procedure relating to Annual Meetings of ROMA shall be in force during any such Special General Meeting, except that the Board may prescribe that voting on questions shall be by ballot. The manner of holding such balloting, including the forms to be used, the method of voting and the rules of procedure pertaining thereto, shall be

prescribed by the Board and shall be distributed to the delegates upon registration at such Special General Meetings.

**11. GENERAL ADMINISTRATIVE PROVISIONS**

(a) Fiscal Year

Unless otherwise ordered by the ROMA Board, the fiscal year of ROMA shall commence on the first day of January and end on the thirty-first day of December in each year.

(b) Association Zones

(i) For the purposes of ROMA, the Province of Ontario shall be divided into membership zones as may be determined by the ROMA Board from time to time, and as ratified by the members of ROMA at the next succeeding Annual Meeting.

(ii) For the purposes of the Annual Meeting or any Special General Meeting, a list and description of the ROMA Zones shall be distributed to the delegates upon the call for nominations.

**12. AMENDMENT OF THE RULES OF PROCEDURE**

(a) The Rules of Procedure of ROMA may be amended, supplemented or repealed only at an Annual Meeting of ROMA.

(b) Proposals for amendment, supplement or repeal may be introduced at the Annual Meeting by either resolution of the ROMA Board or by petition of any five members of ROMA but only if not less than thirty (30) days notice of the proposal or proposals has been given to the ROMA Board.

(c) Upon the coming into force of these Rules of Procedure, all former Policy Statements of ROMA shall cease to have any effect but nothing herein shall derogate from the validity of anything done under their authority.



Municipal Office  
Attention: Lynda Millard  
9344 Plank Rd, Box 160  
Straffordville, ON  
N0J 1Y0

9.  
RECEIVED  
AUG - 5 2009  
C13  
MUNICIPALITY OF BAYHAM

To the Council of the Municipality of Bayham,

My name is Jon Krohe and I am asking for permission for a wedding ceremony at Memorial Park in Port Burwell. I was born and raised in the area and remember Port Burwell being a very special place for my family. The date for the ceremony would be for the 25<sup>th</sup> of September 2010 and would take place approximately at 3pm. The ceremony would be roughly a half an hour. In attendance there will be approximately 150 people. There would most likely be some music at the beginning and at the end of the ceremony. My bride to be (Erin Winter from Ilderton) and I will be traveling to South Korea to teach English from August 12<sup>th</sup> 2009 to August 20<sup>th</sup> 2010. Therefore the easiest way of contacting us will be via email. My email address is [jkrohe@gmail.com](mailto:jkrohe@gmail.com).

My parents still live in the area and if you need to talk with someone over the phone their number is 519 913 1779. Their mailing address is as follows,

Ed and Evelyn Krohe  
51159 Calton Line  
Aylmer, ON  
N5H 2R5

If you require any further information please feel free to email me at [jkrohe@gmail.com](mailto:jkrohe@gmail.com).

Erin and I look forward to hearing from you,

Kind Regards,

Jon Krohe



**CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**STAFF REPORT**

**TO:** Mayor & Members of Council

**DATE:** September 8, 2009

**FROM:** Kyle Kruger, Administrator

**FILE:** F05

**SUBJECT:** Infrastructure Stimulus Fund Agreement

**NUMBER:** F2009-37

---

**Purpose**

This report is to recommend the execution of an agreement with the Province of Ontario regarding funding under the Infrastructure Stimulus Fund (Carson Line Bridge Project).

**Background**

As Council is aware, the Municipality has been successful obtaining funding for its Carson Line Bridge Project under the Infrastructure Stimulus Fund. As a condition to receiving the funds, a Contribution Agreement between the Municipality and the Province of Ontario is required.

**Staff Comments**

Staff have reviewed the agreement and do not see any major concerns. A draft by-law is attached to this report for Council consideration to approve the agreement.

**Attachments**

Draft By-law No. 2009-107, to approve a contribution agreement with the Her Majesty the Queen in Right of Ontario

**Strategic Plan Goal(s)**

Goal #1 - Practice responsible financial management  
Goal #2 - Ensure reliable, well maintained and secure infrastructure

**Recommendation**

THAT By-Law No. 2009-107, being a by-law to authorize an agreement between the Municipality of Bayham and Her Majesty the Queen in Right of Ontario regarding the Infrastructure Stimulus Fund be presented to Council for enactment.

Respectfully submitted,



Kyle Kruger, Administrator

**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-107**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT BETWEEN**

**THE MUNICIPALITY OF BAYHAM  
AND  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE AND  
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS**

**REGARDING THE INFRASTRUCTURE STIMULUS FUND**

**WHEREAS** the Municipality of Bayham submitted application for funding to the Infrastructure Stimulus Fund;

**AND WHEREAS** the Municipality has received confirmation of conditional funding support under the program for the Carson Line Bridge project subject to the completion of the Infrastructure Stimulus Fund Contribution Agreement;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous of entering into the said Contribution Agreement;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF BAYHAM ENACTS AS FOLLOWS:**

- 1. THAT** the Mayor and Administrator be and are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law between the Municipality of Bayham and Her Majesty the Queen in Right of Ontario for the provision of funding under the Infrastructure Stimulus Fund.
- 2. THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**INFRASTRUCTURE STIMULUS FUND**

**CONTRIBUTION AGREEMENT**

Ministry of Energy and Infrastructure and Ministry of Agriculture, Food and Rural Affairs

**THIS AGREEMENT** made in quadruplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2009.

**B E T W E E N:**        **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Energy and Infrastructure

and the

Minister of Agriculture, Food and Rural Affairs (referred to herein jointly as  
"Ontario" and as "OMAFRA" in the latter case)

**A N D:**                **THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**

(referred to herein as the "Recipient")

**WHEREAS** the Government of Canada has established a \$4 billion Infrastructure Stimulus Fund (ISF) under Canada's Economic Plan to mitigate against the impacts of the global economic recession by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

**AND WHEREAS** the Government of Ontario also recognizes the impacts of the global economic recession on the Province of Ontario and is actively mitigating against those impacts by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

**AND WHEREAS** the purpose of the Infrastructure Stimulus Fund Contribution Agreement ("Agreement") is directed at capital projects that involve moveable or non-moveable assets, constructed, rehabilitated, or improved, in whole or in part;

**AND WHEREAS** this Agreement defines the terms and conditions of a financial contribution from the Government of Canada and the Government of Ontario to assist with projects under ISF which is being administered by the Government of Ontario;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project(s)
- Schedule "C" - Eligible and Ineligible Costs
- Schedule "D" - Project Financial Assistance
- Schedule "E" - Government of Canada Requirements
- Schedule "F" - Additional Provisions
- Schedule "G" - Communications Requirements





## Long Point Region Conservation Authority

RR#3, Simcoe, ON N3Y 4K2 • Tel: (519) 428-4623 • Fax: (519) 428-1520  
E-mail: [conservation@lprca.on.ca](mailto:conservation@lprca.on.ca) • Web Site: [www.lprca.on.ca](http://www.lprca.on.ca)

File: 3.3.1

Municipality of Bayham  
9344 Plank Rd  
P.O. Box 160  
Staffordville, ON  
N0J 1Y0

August 31, 2009

**RE: 2009 LPRCA Planning and Regulatory User Fees and Permitting Process**

Dear Municipal Partner,

Please see the attached schedule of the 2009 Planning and Regulatory user fees that was passed at the Long Point Region Conservation Authority (LPRCA) Board of Directors meeting held Wednesday, July 8th, 2009. The fee schedule is effective immediately and is subject to change.

Staff was also directed by the Board of Directors at this meeting to ensure that the proper permitting process is followed. From various complaints and violations that have recently occurred, it has been brought to staff's attention that building permits have been issued prior to receiving a Section 28 permit under Ontario Regulation 178/06 from LPRCA. It is our understanding that prior to the issuance of a building permit that under the building code all other applicable laws must be addressed. Staff does not want to expose the building department to liabilities and as such would respectfully request that building permits are not issued prior to a Section 28 permit being issued.

An additional issue that was brought forward involved the assurance of what LPRCA is approving and what the building departments are receiving from the proponents is in fact the same thing. To rectify this situation staff from the Conservation Authority will scan the documents received and send them via email to the appropriate office, thereby eliminating the potential to have the plans modified moving between offices. LPRCA will continue to strive to make this process as effective and efficient as possible.

LPRCA certainly appreciates the role of partnerships and working together on such initiatives. LPRCA staff looks forward to building on our partnership and will continue to support the valuable works that our municipal partners execute.

Should you have any questions, comments or concerns, please do not hesitate to contact myself at ext. 231; [hsurette@lprca.on.ca](mailto:hsurette@lprca.on.ca) or Bonnie Bravener, Resource Technician at ext. 233; [bbravener@lprca.on.ca](mailto:bbravener@lprca.on.ca).

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Surette".

Heather Surette  
Manager, Watershed Services







### LPRCA FEE SCHEDULE FOR THE ONTARIO *PLANNING ACT*

The following fees have been approved by the Long Point Region Conservation Authority's (LPRCA) Board of Directors and are required to be paid by the proponent in order for LPRCA staff to review an application under the Ontario *Planning Act*. The Authority's fee schedule needs to be read in conjunction with the **General Notes for all Application Fees** that follow. All fees subject to change without notice.

<b>Application Type</b>	<b>Fee</b>
Subdivision and Vacant Land Condominium	<u>Base Fee</u> - <b>\$50.00</b> per lot <u>Maximum Fee</u> - <b>\$3000.00</b> Major red-line revision - <b>\$500.00</b> Minor red-line revision - <b>\$200.00</b> Clearance letter for phases - <b>\$200.00</b> per phase
Official Plan Amendment	Major - <b>\$300.00</b> (technical review required) Minor - <b>\$200.00</b>
Zoning By-Law Amendment	Major - <b>\$300.00</b> (technical review required) Minor - <b>\$200.00</b>
Combined OP/Zoning By-Law Amendment	Major - <b>\$450.00</b> Minor - <b>\$300.00</b>
Consent (Severance)	Major - <b>\$300.00</b> (multiple lots/application) Minor - <b>\$200.00</b> (single lot/application)
Variance	Major - <b>\$200.00</b> (1 site visit and/or 1 report) Minor - <b>\$150.00</b> (1 site visit)
Site Plan Approval Application	Major - <b>\$300.00</b> (technical review required) Minor - <b>\$200.00</b>
Complex Application (OPA/ZC/Site Plan)	<b>\$600.00</b>

**ADDITIONAL TECHNICAL REPORT REVIEW FEES UNDER THE ONTARIO PLANNING ACT**

<b>Description</b>	<b>Fee</b>
Scoped Environmental Impact Studies for proposed mitigation measures related to any natural heritage features and functions.	<b>\$200.00</b>
Comprehensive Environmental Impact Studies for proposed mitigation measures related to any natural heritage features.	<b>\$500.00</b>
Scoped Impact Studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (riverine flooding, riverine slope stability, meander belt or wetland, shoreline protection).	<b>\$200.00</b>
Comprehensive Impact Studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (riverine flooding, riverine slope stability, general slope stability).	<b>\$500.00</b>
Stormwater Management Studies and proposed facilities. This fee includes review of all Phases of SWM plans from preliminary or conceptual to final engineering design (quality, quantity, erosion control).	<b>\$500.00</b>
Subwatershed Study/Master Drainage Plan or Tributary Study	<b>\$500.00</b>
Any combination of two of the above	<b>Sum of the two less \$100.00</b>
Any combination of three of the above	<b>Sum of the three less \$200.00</b>
Any combination of four or more of the above	<b>Sum of the four or more less \$300.00</b>



## LPRCA FEE SCHEDULE FOR ONTARIO REGULATION 178/06:

The following fees have been approved by the Long Point Region Conservation Authority's (LPRCA) Board of Directors and are required to be paid by the proponent in order for LPRCA staff to review an application for Ontario Regulation 178/06 made under Section 28 of the *Conservation Authorities Act*: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses. The Authority's fee schedule needs to be read in conjunction with the **General Notes for all Application Fees** that follow. All fees subject to change without notice.

### DEVELOPMENT AND INTERFERENCE WITH WETLANDS

Regulated Activity	Fee
<u>Minor</u> <ul style="list-style-type: none"><li>• Non-habitable ancillary structures (fences, decks, docks, sheds, garages, gazebos and pools)</li><li>• Additions that do not increase the livable area and do not exceed 50% of the original gross floor area</li><li>• Perimeter walls or crawl spaces</li><li>• Placing of fill and/or grading</li><li>• New ponds</li></ul>	<b>\$150.00</b>
<u>Major</u> <ul style="list-style-type: none"><li>• New or replacement structures</li><li>• Additions equal to or greater than 50% of the original gross floor area</li><li>• Basements</li><li>• Placing of fill and/or grading accompanied by a site grading plan/engineered drawings</li></ul>	<b>\$250.00 (1 site inspection)</b> <b>\$450.00 (1 site inspection and/or 1 report or engineered drawings)</b> <b>\$600.00 (2 site inspections and/or 1 report or engineered drawings)</b>

**ALTERATIONS TO SHORELINES AND WATERCOURSES**

Regulated Activity	Fee
<p><u>Minor</u></p> <ul style="list-style-type: none"> <li>• Dredging and cleanouts</li> <li>• Replacement culvert of the same size as original</li> <li>• Erosion protection works not requiring engineering drawings</li> <li>• Maintenance work on existing structures</li> <li>• Private watercourse crossing</li> <li>• Placing/removal of fill and/or grading</li> </ul>	<p><b>\$150.00</b></p>
<p><u>Major</u></p> <ul style="list-style-type: none"> <li>• Channel realignment</li> <li>• New culverts</li> <li>• Bridges (new/replacement/reconstruction)</li> <li>• Erosion protection works requiring engineering drawings</li> <li>• Golf courses</li> <li>• Placing/removal of fill and/or grading accompanied by a site grading plan/engineered drawings</li> </ul>	<p><b>\$250.00 (1 site inspection)</b></p> <p><b>\$450.00 (1 site inspection and/or 1 report or engineered drawings)</b></p> <p><b>\$600.00 (2 site inspections and/or 1 report or engineered drawings)</b></p>
<p>Violation Notice and Applications Where Work Has Proceeded Without Authorizations</p>	<p><b>Double Fee</b></p>
<p>Permit Revisions</p>	<p><b>50% of original</b></p>
<p>Permit renewal or extension</p> <p><b>Note:</b> Only applicable if:</p> <ul style="list-style-type: none"> <li>• Applied for prior to expiration date</li> <li>• No modifications are proposed (changes to the plan will require a full review and the schedule of fees in effect at that time will apply)</li> <li>• Policies or regulations have not been modified since the permit was issued</li> </ul>	<p><b>\$75.00</b></p>



**OTHER FEES ASSOCIATED WITH PLANNING AND REGULATORY SERVICES**

Activity	Fee
<p><i>Property Inquiry</i></p> <ul style="list-style-type: none"> <li>Solicitor, Realtor or other requests for detailed property information.</li> </ul>	<p><b>\$75.00</b>  <b>\$150.00 (with 1 site inspection)</b></p>
<p><i>GIS Mapping Services</i></p> <ul style="list-style-type: none"> <li>Tiff or Sid orthoimagery <b>Note:</b> a data sharing agreement is required</li> <li>Digital orthoimagery entire watershed (DVD in Sid format) <b>Note:</b> a data sharing agreement is required</li> <li>Hard copy of orthoimagery</li> <li>Hard copy or PDF map of orthoimagery including LPRCA owned data.</li> <li>LPRCA owned data. <b>Note:</b> a data sharing agreement is required</li> <li>LPRCA watershed owned data. <b>Note:</b> a data sharing agreement is required</li> </ul>	<p><b>\$50.00/tile (~40 km<sup>2</sup>)</b></p> <p><b>\$500.00</b></p> <p><b>\$5.00 (8½ x 11)</b>  <b>\$10.00 (11 x 17)</b></p> <p><b>\$25.00 (8½ x 11)</b></p> <p><b>\$50.00 initial processing fee plus \$10.00 per lot</b></p> <p><b>\$3000.00 (orthoimagery extra)</b></p> <p><b><u>Note:</u> Shipping and Applicable Taxes Extra</b></p>
<p>Photocopies</p>	<p><b>Administration Fee plus printing charges (Shipping and GST extra):</b></p> <ul style="list-style-type: none"> <li><b>\$0.10/pg black and white</b></li> <li><b>\$0.50/pg colour</b></li> </ul>

## GENERAL NOTES FOR ALL APPLICATION FEES

1. The minimum permit fee of \$150 will be paid at the time of filing an application with LPRCA. In the event that the application is placed in a higher category, the difference in fees must be paid prior to issuing a permit.
2. All applicable taxes are included.
3. All permits are issued for two years unless otherwise specified.
4. For the purpose of this fee schedule, **Scoped Studies** are generally recommended in situations where the nature of the natural heritage feature or hazard is well documented, similar development has been previously proposed, modeled and analyzed, impacts are not anticipated due to the location or nature of the proposed development, and mitigation options have been developed.
5. For the purpose of this fee schedule, **Comprehensive Studies** are generally recommended in situations which are more complex, where information is lacking, or where the risk or significance of the impact is high.
6. It is strongly recommended that the proponent pre-consult with LPRCA and the municipality prior to preparation of the detailed technical report.
7. The fees for technical report review include one comprehensive report review and one revised report review. The Authority reserves the right to charge a processing fee or additional technical report fees for additional reviews.
8. Fees for multiple applications made for the same parcel within one year will be discounted as follows:
  - a) First application – full fee per lot/application
  - b) Additional applications – 50% of full fee per lot/application
9. Where a Section 28 permit approval is required in addition to the Planning Act approval, the fee may be discounted.
10. LPRCA reserves the right to waive the application fee or reduce the fee on a case by case basis.
11. LPRCA reserves the right to levy supplementary fees should the review require a substantially greater level of effort than covered by the standard categories above.
12. Projects carried out by LPRCA or under the supervision of LPRCA Healthy Watershed Services program may be exempt from this fee schedule.
13. All planning applications carried out by or on behalf of a Municipality will be exempt from any fees.
14. This fee schedule is effective as of July 9<sup>th</sup>, 2009 and LPRCA reserves the right to revise this fee schedule at any time without notice to adequately cover the costs to provide the service.
15. Fees can be paid at the administration office by credit card, debit, cash or cheque (made out to Long Point Region Conservation Authority) or over the phone by credit card.



## Long Point Region Conservation Authority

146 Radical Rd., RR#3 Simcoe, ON N3Y 4K2  
phone: (519) 428-4623 fax: (519) 428-1520  
e-mail: bbravener@lprca.on.ca website: www.lprca.on.ca

### PERMIT APPLICATION

REGULATION OF DEVELOPMENT, INTERFERENCE WITH WETLANDS AND ALTERATIONS TO  
SHORELINES AND WATERCOURSES  
(R.R.O. 1990 Reg. 178/06)

Landowner's Name: \_\_\_\_\_ Tel. (Bus.): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Tel. (Home): \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Tel. (Bus.): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Tel. (Home): \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

**NOTE:** If the applicant is not the same as the landowner, written authorization by the landowner is required and must be submitted with the application.

Location of Application Property: \_\_\_\_\_  
Lot: \_\_\_\_\_ Conc/Plan: \_\_\_\_\_ Municipality: \_\_\_\_\_  
Municipal Address: \_\_\_\_\_  
Tax Assessment Roll #: \_\_\_\_\_

**APPLICATION TO:** (Check all appropriate boxes)

- Place, dump, or remove fill
- Site grading
- Construct a new building or structure
- Alter or renovate an existing building or structure
- Construct erosion control or shoreline protection
- Construct a pond
- Construct new or replace existing watercourse crossing - public (eg. right-of-way)
- Construct new or replace existing watercourse crossing - private (eg. farm, foot path)
- Construct new or replace existing dam
- Storm water outfall
- Diversion of water
- Other (please describe) \_\_\_\_\_

Purpose of Proposed Works: \_\_\_\_\_  
\_\_\_\_\_

**PROPOSED START DATE:** \_\_\_\_\_ **PROPOSED COMPLETION DATE:** \_\_\_\_\_

I understand that the information contained in this application form is accurate to the best of my knowledge and that the staff of the Long Point Region Conservation Authority (LPRCA) will undertake a detailed inspection of the subject lands as part of the application process.

**NOTE:** Insufficient information may delay the processing of your application. This application does not relieve the applicant of the obligation to secure any and all other necessary approvals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SPECIFICATIONS OF PROPOSED WORKS**

This application must be accompanied by a location map, a detailed site plan, other related design drawings as required by the Conservation Authority, and payment of a processing fee as determined by the Conservation Authority (fees subject to change without notice). The detailed site plan must include:

1. Location of property in relation to roads (ie. distance from known intersection).
2. Details of the type and intended location and dimensions of proposed fill, construction or watercourse alteration.
3. Location and dimensions of all existing and proposed structures on the property and a survey plan (sketch) with lot dimensions.
4. The elevations of existing buildings and grades, and the proposed elevations of buildings and grades after development.
5. A plan of the area showing plan view and cross section details of the proposed alteration, including a description of the methods to be used in carrying out the alteration and a statement of the purpose of the alteration.
6. Any additional information pertaining to the proposed works, such as sediment and erosion control plans, drainage information and other technical reports.

### **NOTES**

A qualified Ontario Land Surveyor may be required to provide the geodetic elevations. A qualified engineer may be required to design the proposed work. Authority staff should be contacted to provide applicant with exact requirements for the subject proposal.

**Subject: Doors Open East Elgin announcement**

Museums Bayham members...are we sufficiently covered for Doors Open East Elgin on Sept.26? Perhaps we should have a schedule so that everyone doesn't volunteer at the same time.

Rosilee...are you interested in volunteering for a few hours at one of the museums? Lynda and Kyle, do you think that Dillon Hollowell would volunteer at the Interpretive Centre to get his mandatory volunteer hours for school?Can you contact him?

Hello to all participants of Doors Open East Elgin 2009

September 26th is fast approaching and our committee would like to provide you with information that you will require to have a successful day.

1. Every site must display banners etc. that are provided by Doors Open Ontario. Our committee is putting a package together with all the material that you will need for the event. (maps, guest registers, etc.) A package will be delivered to each venue approximately 1 week before the event, by a committee member. Also, they will be able to answer any questions that you may have.

2. All sites must have a guest register (provided in the package), so that all visitors can sign it. This is required by Doors Open Ontario, so that they have accurate information about where the visitors are from and how they heard about this event. A committee member will come and pick up the register as well as the banners etc. a few days after the event.

3. It is suggested to have a table for the guest register along with a volunteer to greet visitors and make sure that they sign in.

4. Make sure that you have enough volunteers or staff to assist you throughout the day. Hours are 10am-5pm as advertised in the Doors Open guide. If staffing is an issue, please contact a committee member and we will ask if there are any students that need community hours and our willing to assist.

5. You are welcome to customize your venue with "special" activities, refreshments, brochures etc. that you feel would make it a more rewarding experience for visitors. Any advertising must have the Doors Open logo on it as well as the full name of the event. (Doors Open East Elgin 2009)

6. Should you have any questions or problems on the day of the event, you may contact me at 519-773-8083 (home) or 519-670-2287 (cell).

All participants are invited to attend our next Doors Open meeting to have any questions or concerns addressed. It is scheduled for September 16th at 7 p.m. at Aylmer Town Hall in the Council Chambers.

Thank you for participating!

Mary French  
Chair, Doors Open East Elgin

TOWN OF AYLME  
 46 TALBOT STREET WEST  
 AYLME ON N5H 1J7

9

<b>INVOICE</b>	IVC06726
<b>Type</b>	
<b>Date</b>	9/4/2009
<b>Page</b>	1

RECEIVED  
 SEP 11 2009  
 U.S. MAIL

*Municipality*  
**Bill to:**

TOWNSHIP OF BAYHAM  
 9344 PLANK ROAD  
 P.O. BOX #160  
 STRAFFORDVILLE ON N0J 1Y0

*Municipality*  
**Ship to:**

TOWNSHIP OF BAYHAM  
 9344 PLANK ROAD  
 P.O. BOX #160  
 STRAFFORDVILLE ON N0J 1Y0

Purchase Order ID		Customer ID	Salesperson ID	Shipping Method	Payment Terms ID		
		BAYHAM 01		DELIVERY	Net 30		
Quantity	Item Number	Description	U Of M	Discount	Unit Price	Ext. Price	
1.00	DOORS OPEN CONTRIBUTIO		Each	\$0.00	\$500.00	\$500.00	

DOORS OPEN CONTRIBUTION  
 FOR 2008  
 DUE UPON RECEIPT  
 THANK YOU

<b>Subtotal</b>	\$500.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$500.00

**CORPORATION OF THE MUNICIPALITY OF BAYHAM** 9

**STAFF REPORT**

**TO:** Mayor & Members of Council  
**FROM:** Kyle Kruger, Administrator  
**SUBJECT:** RED and CAF Fund Agreements

**DATE:** September 14, 2009  
**FILE:** F05  
**NUMBER:** F2009-40

---

**Purpose**

This report is to recommend the execution of an agreement with the Province of Ontario regarding funding under the Rural Economic Development (RED) Fund and the Government of Canada under the Community Adjustment (CAF) Fund (Ferry Service Feasibility and Impact Study).

**Background**

As Council is aware, the Municipality has been successful obtaining funding for a Ferry Service Feasibility and Impact Study under the provincial RED program (\$115,000) and the federal Community Adjustment fund (\$92,000). As a condition to receiving the funds, an Agreement between the Municipality and the Province of Ontario is required for RED, and a Letter of Offer is forthcoming for CAF funding.

**Staff Comments**

The total project cost is estimated at \$230,000, plus some in-king works from our local partner in the project, the Otter Valley Chamber of Commerce. Based on the estimate, the municipal share of the project totals \$23,000. Staff have sent letters to various area municipalities seeking assistance with this cost. To date, we have a pledge from the County of Oxford of 10%.

Staff have reviewed the agreement with the Province, and do not see any major concerns. A draft by-law is attached to this report for Council consideration to approve the agreement.

In regard to CAF funding, staff are advised a Letter of Offer is forthcoming. Given the tight timelines for CAF (the project must be completed for March 2010), staff suggest a resolution confirming the intent to proceed be adopted, and that Council acknowledge commencement of an RFP process to conclude by mid-October.

**Attachments**

- Draft By-law No. 2009-109, to approve an agreement with the Her Majesty the Queen in Right of Ontario and the Otter Valley Chamber of Commerce (RED Funding).

**Strategic Plan Goal(s)**

Goal #1 - Practice responsible financial management  
Goal #3 - Create a positive business atmosphere

**Recommendation**

THAT By-Law No. 2009-109, being a by-law to authorize an agreement between the Municipality of Bayham, Otter Valley Chamber of Commerce, and Her Majesty the Queen in Right of Ontario regarding the Rural Economic Development Fund be presented to Council for enactment,

AND THAT Council confirm by resolution its intent to proceed with the Ferry Service Feasibility and Impact Study and intent to access CAF funding for the project.

Respectfully submitted,



Kyle Kruger, Administrator

Ministry of Agriculture,  
Food and Rural Affairs

4th Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: (519) 826-6838  
Fax: (519) 826-4336

Ministère de l'Agriculture,  
de l'Alimentation et des  
Affaires rurales

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél.: (519) 826-6838  
Télééc.: (519) 826-4336



**Rural Community Development Branch**

September 4, 2009

Our File: 4683

Mr. Kyle Kruger, CAO  
Municipality of Bayham  
9344 Plank Road, P.O. Box 160  
Straffordville, Ontario  
N0J 1Y0

Dear Mr. Kruger:

Further to our discussion, your project "**Lake Erie Ferry Border Crossing Project**" has been approved for funding under the Rural Economic Development program.

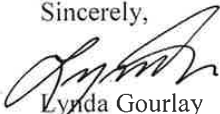
Enclosed are **three** copies of the Agreement for your signature. Original signatures of the individuals who have authority to sign on behalf of their organizations are required for all parties on all copies. Please have all copies of the Agreement executed by all the parties and returned to my attention within 30 days from the date of mailing of this letter. I will ensure that all copies of the Agreement are signed by the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and your copies are returned to you promptly.

In addition to the information provided in Section 8 of the application, part of the due diligence process is to confirm the legal name and status of the lead applicant and the partners. Please submit constituting documents confirming legal name and status of all project partners. A by-law authorizing the municipality to enter into an agreement with the province must also be provided and as per Section 14.2 of the Agreement please provide proof of insurance coverage for each signing partner.

Please note that copies of the Agreement on which changes have been made by hand will not be accepted for execution by OMAFRA. Should the Ministry authorize changes to the Agreement, revised Agreements will be issued to you by OMAFRA.

Should you have any questions regarding the Agreement, please contact me at (519) 826-6838 or by email at [Lynda.Gourlay@ontario.ca](mailto:Lynda.Gourlay@ontario.ca)

Sincerely,

  
Lynda Gourlay  
Project Analyst

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2  
Bureau principal du ministère: 1 Stone Road West, Guelph (Ontario) N1G 4Y2

Pick Ontario Freshness  
Cueillez la fraîcheur de l'Ontario



**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-109**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT BETWEEN**

**THE MUNICIPALITY OF BAYHAM  
AND  
THE OTTER VALLEY CHAMBER OF COMMERCE  
AND  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL  
AFFAIRS**

**REGARDING THE RURAL ECONOMIC DEVELOPMENT PROGRAM**

**WHEREAS** the Municipality of Bayham submitted application for funding to the Rural Economic Development Program;

**AND WHEREAS** the Municipality has received confirmation of funding support under the program for the International Ferry Service Feasibility and Impact Study project subject to the completion of the necessary Agreement;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous of entering into the said Agreement;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF BAYHAM ENACTS AS FOLLOWS:**

- 1. THAT** the Mayor and Administrator be and are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law between the Municipality of Bayham, the Otter Valley Chamber of Commerce, and Her Majesty the Queen in Right of Ontario for the provision of funding under the Rural Economic Development Program regarding the International Ferry Service Feasibility and Impact Study.
- 2. THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



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**MUNICIPALITY OF BAYHAM**

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**M E M O R A N D U M**

---

**DATE:** SEPTEMBER 3, 2009

**TO:** Council

**FROM:** Lynda Millard, Clerk

**RE:** Marriage Officiant

**NUMBER:** C2009-12

---

At the August 13, 2009 meeting, Council directed that staff meet with Marion Rogers to discuss details for the conduct of civil marriage solemnization.

Administrator Kruger and I met with Ms. Rogers on August 31<sup>st</sup> and discussed what preferences Ms Rogers had in mind, options available and what staff deemed appropriate.

It was agreed that there is no need to offer marriage licenses for sale at this time.

Ms. Rogers indicated that she was not interested in being a wedding co-ordinator or planner.

All parties are agreeable to a contract of employment for marriage officiant services for the municipality, with a rate of pay based on an annual rate or a per service fee.

Officiant training would be required for the Clerk and Ms. Rogers prior to engagement

Ms. Rogers would be required to perform marriage services only, and would be paid at a rate that would cover associated costs i.e. telephone long distance charges and photocopies. She would report to the Clerk on a regular / as needed basis and complete the necessary documentation for marriage registration purposes.

The Clerk would delegate her statutory powers to perform Marriage Officiant services only to Ms. Rogers with Council support.

The services could only be conducted within the boundaries of the Municipality. In case of absence, no back-up service to conduct wedding services would be provided by the Municipality.

The agreement would be reviewed on a regular one or two year basis, or as appropriate. Other marriage officiants could be appointed subject to Council approval.

The marriage officiant would be permitted to wear appropriate and tasteful costume while performing the service at the request of the parties involved.

**Recommendation:**

Should Council be supportive of this endeavour, staff be directed to take the necessary actions to put these services in place.

Respectfully submitted

  
\_\_\_\_\_

9

**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**  
**STAFF REPORT**

**TO:** Mayor and Council  
**FROM:** Lynda Millard, Clerk  
**SUBJECT:** Museum Mission & Vision

**DATE:** September 11, 2009  
**FILE:** A01  
**NUMBER:** C2009-021

---

**Purpose**

To provide recommendations by the Museums Bayham Board to Council for consideration regarding a revised mission and vision for the Edison Museum of Vienna.

**Background**

The Edison and Marine Museums committees were joined together in 2006 and established by Council as the Museums Bayham Board under Bylaw 2006-003 for the operation of the respective museums.

This by-law included the mandate for Museums Bayham and the Mission statement for each site as follows:

**Museums Bayham Mandate**

Museums Bayham exists to educate the citizens of Bayham and the community beyond about the history of the Bayham area. This includes Port Burwell and its lighthouse in relation to the local and marine heritage of the Great Lakes, and also Vienna's Canadian connection to the Thomas Alva Edison family heritage, fostering an appreciation for the relationship of Bayham's past to its present and future development. To this end, Museums Bayham collects, records, preserves, researches, shares, promotes and presents exhibits and interprets documents and artifacts related to the history of Bayham.

**Marine Museum & Lighthouse Mission**

The Marine Museum and Lighthouse have been established to serve the inhabitants of Port Burwell and the Bayham area, with a strong appeal to tourists visiting the region. The museum collection will focus on marine documentation and artifacts that illustrate the relationships between marine life on the Great Lakes together with domestic and commercial life of the Village as a port on Lake Erie.

**Edison Museum Mission**

The Edison Museum has been established to promote recognition of the extent and impact of Thomas Alva Edison, the inventor, on the local area, and world wide, by his many inventions and family artifacts on display, and promote and preserve the historical artifacts and records of the Bayham area and its inhabitants.

**Staff Comments**

In utilizing the mission statement for the Edison Museum for promotion and fundraising purposes, the wording of the current mission statement has been found to be very difficult to work with. It is very wordy yet doesn't say what it needs to say to make its point.

As the building committee moves forward in their efforts to raise funds for the new Edison facility, new promotional information materials will be required.

In order to be ready for this step, the Board has discussed and recommend a change for Council's consideration and approval.

A Vision statement for the Edison Museum was also discussed and developed.

**In support of these aspects the following are recommended for Councils approval:**

**1. Proposed Mission**

The Edison Museum has been established to preserve, protect and promote the heritage of the people of the Bayham area and emphasize the “Canadian Connection” of the Vienna Edison family to Thomas Alva Edison, the Inventor, and recognize the extent and impact of his inventions worldwide.

**2. Proposed Vision**

To establish and manage an environmentally controlled community facility in which to carry out functions and programs, ensure the preservation of the collection, including heritage of Edison inventions and family artifacts for the benefit of the inhabitants of, and visitors to, the Vienna / Bayham area.

**Recommendation**

*“That Staff Report C 2009-021 be received;*


*That Council approves the recommendations from the Museums Bayham Board regarding the Edison Museum of Vienna mission and vision;*

*And That By-law # 2009-110, being a by-law to further amend By-law 2006-003, be presented to Council for enactment.”*

Respectfully submitted

Reviewed by

  
Lynda Millard, CMO  
Clerk

  
Kyle Kruger, CMO  
Administrator

**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**

**BY-LAW NUMBER 2009-110  
Being a By-law to Further Amend By-law 2006-003  
A By-law Establishing Governance and Structure  
for the Museums Bayham Board**

**WHEREAS** the Corporation of the Municipality of Bayham did by By-law 2006-003 establish a Board to be responsible for the maintenance, service, promotion and operation of the Port Burwell Marine Museum & Lighthouse and the Edison Museum of Vienna located in and under the jurisdiction of the municipality;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham did, by By-laws 2006-058 and 2008-042, amend By-law 2006-003;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous that By-law 2006-003 be further amended and approved by By-law;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Bayham enacts as follows:

1. **THAT** By-law 2006-003 under Schedule "A" Section 2, Mandate, be deleted as follows:

"The Edison Museum has been established to promote recognition of the extent and impact of Thomas Alva Edison, the inventor, on the local area, and world wide, by his many inventions and family artifacts on display, and promote and preserve the historical artifacts and records of the Bayham area and its inhabitants;" and replaced as follows with:

"The Edison Museum has been established to preserve, protect and promote the heritage of the people of the Bayham area and emphasize the "Canadian Connection" of the Vienna Edison family to Thomas Alva Edison, the Inventor, and recognize the extent and impact of his inventions worldwide."

2. **THAT** under Schedule "A", Section 2.1 be added as follows:

**"2.1 Vision**

The Vision for the Edison Museum of Vienna is to establish and manage an environmentally controlled community facility in which to carry out functions and programs, ensure the preservation of the collection, including heritage of Edison inventions and family artifacts for the benefit of the inhabitants of, and visitors to, the Vienna / Bayham area."

1. **THAT** in all other respects By-law 2006-003, as amended, be hereby confirmed and remains unchanged;
2. **THAT** this by-law shall come into force and take effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>TH</sup> DAY OF SEPTEMBER 2009**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-107**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT BETWEEN**

**THE MUNICIPALITY OF BAYHAM  
AND  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE AND  
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS**

**REGARDING THE INFRASTRUCTURE STIMULUS FUND**

**WHEREAS** the Municipality of Bayham submitted application for funding to the Infrastructure Stimulus Fund;

**AND WHEREAS** the Municipality has received confirmation of conditional funding support under the program for the Carson Line Bridge project subject to the completion of the Infrastructure Stimulus Fund Contribution Agreement;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous of entering into the said Contribution Agreement;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF BAYHAM ENACTS AS FOLLOWS:**

- 1. THAT** the Mayor and Administrator be and are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law between the Municipality of Bayham and Her Majesty the Queen in Right of Ontario for the provision of funding under the Infrastructure Stimulus Fund.
- 2. THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



**INFRASTRUCTURE STIMULUS FUND**

**CONTRIBUTION AGREEMENT**

Ministry of Energy and Infrastructure and Ministry of Agriculture, Food and Rural Affairs

**THIS AGREEMENT** made in quadruplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2009.

**B E T W E E N:**        **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Energy and Infrastructure

and the

Minister of Agriculture, Food and Rural Affairs (referred to herein jointly as  
"Ontario" and as "OMAFRA" in the latter case)

**A N D:**                **THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**

(referred to herein as the "Recipient")

**WHEREAS** the Government of Canada has established a \$4 billion Infrastructure Stimulus Fund (ISF) under Canada's Economic Plan to mitigate against the impacts of the global economic recession by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

**AND WHEREAS** the Government of Ontario also recognizes the impacts of the global economic recession on the Province of Ontario and is actively mitigating against those impacts by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

**AND WHEREAS** the purpose of the Infrastructure Stimulus Fund Contribution Agreement ("Agreement") is directed at capital projects that involve moveable or non-moveable assets, constructed, rehabilitated, or improved, in whole or in part;

**AND WHEREAS** this Agreement defines the terms and conditions of a financial contribution from the Government of Canada and the Government of Ontario to assist with projects under ISF which is being administered by the Government of Ontario;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project(s)
- Schedule "C" - Eligible and Ineligible Costs
- Schedule "D" - Project Financial Assistance
- Schedule "E" - Government of Canada Requirements
- Schedule "F" - Additional Provisions
- Schedule "G" - Communications Requirements



**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**SECTION 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the Schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

**"Aboriginal Group(s)"** includes the Indian, Inuit and the Métis peoples of Canada or any other group that has legally been recognized as holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**"Adjust the Financial Assistance"** means adjust or terminate the Financial Assistance on the Project or the amount of financial assistance for any other of the Recipient's Project(s) under the ISF, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance for the Project in an amount to be determined by OMAFRA and within the period specified by OMAFRA.

**"Agreement"** means this Infrastructure Stimulus Fund Contribution Agreement, including the cover and execution pages and all of the Schedules, and all amendments made hereto in accordance with the provisions hereof.

**"Allowable Financial Assistance"** has the meaning given to it in Section 8.1 of Schedule "A" .

**"Asset"** means any moveable or non-moveable asset, constructed, rehabilitated, or improved, in whole or in part, with Financial Assistance contributed by the Government of Canada and the Government of Ontario under this Agreement.

**"Business Day"** means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

**"Claim and Progress Statement"** has the meaning given to it in Section 6.3 of Schedule "A".

**"Claims Submission"** has the meaning given to it in Section 6.3 of Schedule "A".

**"Class of Asset"** means a

- a) Local Government Asset;
- b) Not-For-Profit Private Sector Asset;
- c) For-Profit Private Sector Asset; or
- d) Provincial Asset.

**"Communication Requirements"** means the communication requirements set out in Schedule "G", or as directed by OMAFRA from time to time.

**"Consultant"** means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

**"Contract"** means a contract between a Recipient and a third party at arm's length whereby the

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latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

**“Crown Agency”** means a Crown agency as defined in the *Crown Agency Act*, R.S.O. 1990, c. C.48, as amended.

**“Eligible Costs”** means the costs so described under Part C.1 of Schedule “C” and Schedule “G”.

**“End of Financial Assistance Date”** means March 31, 2011.

**“Environmental Contaminant”** means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants. and include, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended, the *Environmental Assessment Act*, R.S.O. 1990, c. E. 18, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O. 40, as amended, the *Canadian Environmental Protection Act 1999*, S.C. 1999, c. 33, as amended, the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, as amended, the *Fisheries Act*, R.S.C. 1985, c. F-14, as amended and the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22, as amended.

**“Event of Default”** has the meaning given to it in Section 15.1 of Schedule “A”.

**“Expenditure and Job Creation Report”** has the meaning given to it in Section 6.2 of Schedule “A” and Schedule “H”.

**“Expiration Date”** means March 31, 2012.

**“Federal Licensed Marks”** has the meaning given to it in Section 5 of Schedule “E”.

**“Federal Maximum Financial Assistance”** has the meaning set out in Schedule “D”.

**“Final Report”** has the meaning given to it in Section 6.4 of Schedule “A”.

**“Final Report Date”** means April 15, 2011.

**“Financial Assistance”** means the funds paid to the Recipient pursuant to this Agreement.

**“Fiscal Year”** means the period beginning on April 1 of a year and ending on March 31 of the following year.

**“For-Profit Private Sector Asset”** means an Asset that is owned, or will be owned, by a for-profit private sector entity.

**Government of Canada** means Her Majesty the Queen in right of Canada.

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**“Government of Ontario”** means Her Majesty the Queen in right of Ontario.

**“Infrastructure”** means publicly or privately owned capital assets in Ontario for public use or benefit.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her Ministers, directors, officers, agents, appointees and employees and Her Majesty the Queen in right of Canada, Her Ministers, directors, officers, agents, appointees and employees.

**“Ineligible Costs”** means the costs so described under Part C.2 of Schedule “C”.

**“Licensed Marks”** has the meaning given to it in Section 13 of Schedule “A”.

**“Local Government Asset”** means an asset that is owned, or will be owned, by a local or regional government established under the laws of Ontario.

**“Local Services Board”** means a Local Services Board established under the *Northern Services Boards Act*, R.S.O. 1990, c. L. 28, as amended.

**“Maximum Financial Assistance”** has the meaning set out in Section 4.6 and Schedule “D”.

**“Not-For-Profit Private Sector Asset”** means an Asset that is owned, or will be owned, by a not-for-profit private sector entity.

**“Ontario Maximum Financial Assistance”** has the meaning set out in Schedule “D”.

**“Project”** means the project or projects as described in Schedule “B”.

**“Project Completion Date”** means March 31, 2011.

**“Project Construction Start Date”** has the meaning given to it in Schedule “B”.

**“Project Status Report”** has the meaning given to it in Section 6.1 of Schedule “A”.

**“Provincial Asset”** means an Asset that is owned, or will be owned, by the Government of Ontario or by a public sector body that is established by or under Ontario statute or by or under regulation.

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

**“Solemn Declaration of Substantial Completion”** is referred to in Section 6.5 and Schedule “K”.

**“Substantially Completed”** has the same meaning as and shall be determined in accordance with “substantially performed” in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and “**substantial completion**” shall have a corresponding meaning.

**“Term”** has the same meaning set out in Section 2.1.

**“Total Eligible Costs”** has the meaning set out in Schedule “D”.

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- 1.2 **Herein, etc.** The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- 1.3 **Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.4 **Statutes.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.5 **Gender, singular, etc.** Words importing the masculine gender include the feminine or neutral gender and words in the singular include the plural, and vice versa.
- 1.6 **OMAFRA Approvals.** Any reference to, or requirement for, OMAFRA’s approval in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of OMAFRA.

**SECTION 2  
TERM OF AGREEMENT**

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date (the “Term”).
- 2.2 **End of Financial Assistance Date.** Notwithstanding anything in this Agreement and regardless of the Project’s state of completion, the Government of Ontario shall not be obligated to provide Financial Assistance under this Agreement for any costs incurred after the End of Financial Assistance Date. The Recipient will be responsible for any financial obligations after that date related to the Project or this Agreement.
- 2.3 **Project Completion Date.** The Recipient shall complete the Project by the Project Completion Date. The Government of Ontario shall not be obligated to provide Financial Assistance under this Agreement for any costs incurred after the Project Completion Date. The Recipient will be responsible for any risks and obligations to complete the Project if the Recipient fails to complete the Project by the Project Completion Date. The Recipient will also be responsible for completing the Project as soon as possible after the Project Completion Date.

**SECTION 3  
ELIGIBLE COSTS**

- 3.1 **Eligible Costs.** For a cost to be eligible for Financial Assistance pursuant to this Agreement (an “Eligible Cost”), the cost must be included in Schedule “C”, Part C.1, except where otherwise expressly approved in writing by OMAFRA. For greater certainty, where Schedule “B” identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible for Financial Assistance.
- 3.2 **Discretion of OMAFRA.** Subject to Section 3.1, the eligibility of any costs not listed in

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Part C.1 of Schedule "C" will be determined in accordance with the policies and guidelines (if any) established by OMAFRA to administer the ISF. The final determination of the eligibility of any costs claimed is at the sole and absolute discretion of OMAFRA.

- 3.3 *Retention of Receipts.*** The Recipient shall retain all accounts, documents and records of payments related to Eligible Costs including, without limitation, invoices and receipts, for audit purposes and such supporting documentation must be available to OMAFRA when requested and shall be retained until six (6) years after the Substantial Completion of the Project, any extension thereof or for such period as OMAFRA in its sole discretion may, in writing, direct.
- 3.4 *Ineligible Costs.*** Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Part C.2 of Schedule "C" ("Ineligible Costs").
- 3.5 *Deemed Ineligible.*** The Recipient acknowledges that the Government of Ontario's Fiscal Year ends on March 31 in each year, and that should a cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the Fiscal Year in which it was incurred, such cost may be deemed, at OMAFRA's sole and absolute discretion, ineligible for Financial Assistance.

## **SECTION 4 FINANCIAL ASSISTANCE**

- 4.1 *Use of Financial Assistance.*** The Financial Assistance is intended for and shall be used only for Eligible Costs incurred by the Recipient.
- 4.2 *Basis of Payout of Financial Assistance.*** The Financial Assistance will be provided by OMAFRA to the Recipient on the basis set out in Schedule "D".
- 4.3 *Reporting.*** The Recipient is required to submit Project Status Reports and Expenditure and Job Creation Reports to OMAFRA pursuant to Section 6.1 and Section 6.2 of Schedule "A" prior to OMAFRA releasing any Financial Assistance.
- 4.4 *Financial Assistance Advanced.*** Based on submitted Expenditure and Job Creation Report projections demonstrating that Eligible Costs will be incurred in 2009-10, OMAFRA may provide to the Recipient up to 25% of Eligible Costs expected to be incurred in 2009-10 prior to OMAFRA receiving evidence that the associated Eligible Costs have already been incurred by the Recipient (the "advance payment(s)"). The Recipient is required to submit invoices demonstrating full use of the advanced payments in subsequent Claim and Progress Statements to OMAFRA. Further Eligible Costs incurred in 2009-10 will only be reimbursed following the Recipient's submission of invoices to OMAFRA and showing the full use of the advanced payment. If the Recipient is unable to provide invoices by March 31, 2010 demonstrating full-use of the advanced payment, the Government of Ontario retains the right to demand repayment of any unused Financial Assistance.

Based on submitted Expenditure and Job Creation Report projections demonstrating that Eligible Costs will be incurred in 2010-11, OMAFRA may provide to the Recipient up to 25% of Eligible Costs expected to be incurred in 2010-11 prior to OMAFRA receiving evidence that the associated Eligible Costs have already been incurred by the Recipient

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(the "further advance payment(s)"). The Recipient is required to submit invoices demonstrating full use of the further advanced payments in subsequent Claim and Progress Statements to OMAFRA. All other Eligible Costs incurred will only be reimbursed following the Recipient's submission of invoices to OMAFRA and showing the full use of the further advanced payment. If the Recipient is unable to provide invoices by March 31, 2011 demonstrating full-use of the further advanced payment, the Government of Ontario retains the right to demand repayment of any unused Financial Assistance.

- 4.5 *Deposit of Financial Assistance In Canadian Financial Institution and Interest on Financial Assistance Advanced.*** All Financial Assistance provided, including any advanced or further advance payments as well as all interest earned thereon, shall be deemed to remain the property of the Government of Ontario and must be held by the Recipient for the Government of Ontario in an interest bearing account in the name of the Recipient at a Canadian financial institution, pending payment of Eligible Costs. The amount of interest earned (if any) shall be reported to OMAFRA. If the Recipient earns any interest on the advanced Financial Assistance:
- a) OMAFRA may deduct an amount equal to the interest from any other instalments of Financial Assistance; or
  - b) The Recipient shall pay an amount equal to the interest to OMAFRA if directed by OMAFRA.
- 4.6 *Maximum Financial Assistance.*** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance figure set out in Schedule "D".
- 4.7 *Excess Financial Assistance.*** The Recipient shall immediately notify OMAFRA should the Project require less than the Total Eligible Costs to be Substantially Completed, or where additional funding is secured from other government sources such that the total funds available to the Recipient for the Project (including the Financial Assistance) exceed the Maximum Financial Assistance. OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance on the Project.
- 4.8 *Interdependent Projects.*** Where implementation of a Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, OMAFRA may, in its sole discretion and absolute, Adjust the Financial Assistance for the Project.
- 4.9 *Recipient Not Carrying out Project.*** The Recipient shall immediately notify OMAFRA if it does not intend to carry out any Project in whole or in part as specified in Schedule "B" hereto, in which case OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.
- 4.10 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.
- 4.11 *Alternatives to Project.*** If the Recipient becomes aware of any means of completing either the Project's objective or the Project itself that are more cost effective, the Recipient shall immediately notify OMAFRA, in which case OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance. Likewise, if OMAFRA

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becomes aware of any alternative means of completing either the Project's objective or the Project itself that are more cost effective, the Recipient will be notified and OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance.

- 4.12 *Transfer of Financial Assistance between Projects.*** The Recipient shall not transfer Financial Assistance assigned to one Project to another Project listed in Schedule B hereto without the express written consent of OMAFRA.
- 4.13 *Goods and Services Tax.*** The Financial Assistance is based on the net amount of Goods and Services Tax to be paid by the Recipient pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, net of any applicable rebates. If and when the Harmonized Sales Tax is phased in within the Province of Ontario, the Financial Assistance will be based on the net amount of the Harmonized Sales Tax to be paid by the Recipient, net of any applicable rebates.
- 4.14 *Withholding Payment.*** OMAFRA may, in its sole and absolute discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any and all applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines.
- 4.15 *Financial Assistance upon Expiry.*** Without limiting any rights OMAFRA has under this Agreement, at law or in equity, OMAFRA shall have the right to be repaid by the Recipient, in whole or in part, for Financial Assistance advanced and unspent by the Recipient for a Project that has not been completed by the Project Completion Date.
- 4.16 *Limitation on Payment of Financial Assistance.*** Notwithstanding section 4.4 of this Agreement, OMAFRA may choose not to advance any Financial Assistance to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 9 of Schedule "A".
- 4.17 *Insufficient Funds Provided by the Legislature of Canada.*** If, in the opinion of the Government of Ontario, the Legislative Assembly of Ontario or the Government of Canada does not provide sufficient funds to continue the Financial Assistance for any Fiscal Year during which this Agreement is in effect, the Government of Ontario may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A".

### **SECTION 5 PROJECT AWARD, CONSULTATIONS WITH ABORIGINAL GROUP(S), MANAGEMENT AND COMPLETION**

- 5.1 *Recipient Fully Responsible.*** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 *Government of Ontario Not Responsible for Implementation.*** The Government of

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Ontario shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others unless the Project relates to a Provincial Asset.

- 5.3 Government of Ontario Not Responsible for Costs, etc.** The Government of Ontario shall not be responsible for any costs associated with the operation, maintenance and repair of the Project nor for any claims, proceedings or judgments arising from the tender and bidding process, unless the Project relates to a Provincial Asset.
- 5.4 Consultations with Aboriginal Group(s).** The Recipient agrees to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "L".
- 5.5 Behaviour of Recipient.** The Recipient shall at all times carry out the Project in an economical and businesslike manner, in accordance with this Agreement subject to any reasonable changes that OMAFRA may agree to or require from time to time in writing.
- 5.6 Competitive Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for the Project through a transparent, competitive process that ensures the best value for the Financial Assistance expended. Where the Recipient is a municipal entity, the Recipient shall follow its procurement policies as required by the *Municipal Act, 2001*, 2001, S.O. c. 25, as amended or, for the City of Toronto, the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schd. A, as amended. Where the Recipient is a not-for-profit private sector entity, a for-profit private sector entity or a Local Services Board, the Recipient shall ensure that for equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless OMAFRA gives prior written approval. The requirement for a competitive process for municipal Recipients, not-for-profit private sector Recipients, for-profit private sector Recipients or Local Services Board Recipients may be waived with prior written approval by OMAFRA if:
- a) the equipment, services and supplies the Recipient is purchasing is specialized and is not readily available; or
  - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.7 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.6 of Schedule "A" and the requirements of this Section 5.7, the requirements referenced in this Section 5.7 shall apply.
- 5.8 Final Claim.** The Recipient shall submit its final claims for all costs incurred by the End of Financial Assistance Date with the required documentation, including the Final Report as per Section 6.4 of Schedule "A", for approval, cost reviews, audits (including any value for money audits that OMAFRA may decide to undertake in its sole and absolute discretion) within 90 days following the Substantial Completion of the Project and no later than the Final Report Date, which date is earlier, or such later date as is specified in

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writing by OMAFRA. Upon completion of the cost reviews, audits and settlement, OMAFRA shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by OMAFRA, any documentation required for approval, cost reviews and audits.

**5.9 *Commencement of Project.*** The Recipient shall begin the Project within sixty (60) days of the Project construction start date, as per Schedule B, or such other period as OMAFRA may allow, failing which this Agreement may be terminated pursuant to Section 15.

**5.10 *Contracts.*** The Recipient shall ensure that all Contracts:

- a) are consistent and do not conflict with this Agreement;
- b) incorporate the relevant provisions of this Agreement to the fullest extent possible;
- c) be consistent with all policies and procedures the Government of Canada and/or the Government of Ontario may provide to the Recipient in relation the ISF;
- d) are awarded and managed:
  - (i) in a way that is transparent, competitive and consistent with value for money principles; and
  - (ii) in accordance with any policies and procedures the Government of Ontario may provide to the Recipient;
- e) require that the parties thereto comply with any and all applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, policies, protocols and guidelines; and
- f) authorize the Governments of Canada and Ontario of to collect, use and disclose information and data gathered by parties, perform audits and monitor the Project as they see fit.

## **SECTION 6 REPORTING REQUIREMENTS**

**6.1 *Project Status Report.*** The Recipient shall submit monthly Project Status Reports in the format prescribed by OMAFRA including such information as estimated percentage of project completion, tender call dates, tender award dates, forecast and actual construction start and end dates, and all other information respecting the progress of the Project that may be requested by OMAFRA or of which the Recipient becomes aware that may affect the Project's timely completion.

In addition, and without limitation by the communications requirements set out else wherein this Agreement, the Recipient shall also submit copies of all communications and public information materials related to the Project with the Project Status Reports.

**6.2 *Expenditure and Job Creation Report.*** The Recipient shall, at a minimum, submit to OMAFRA a quarterly Expenditure and Job Creation Report, as set out in Schedule "H" hereto and which may be amended by OMAFRA from time to time, for each Project

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listed in Schedule "B", to OMAFRA on or before May 15, August 15, November 15 and February 15 for each Fiscal Year.

- 6.3** **Claims Submission.** All Recipient Claim Submissions shall include, but are not limited to, the following report:

**Claim and Progress Statement.** The Recipient shall provide OMAFRA with a duly executed report in the form set out in Schedule "I" ("Claim and Progress Statement") that shall contain information to allow OMAFRA to assess the progress of the Project and OMAFRA may amend the Claims and Progress Statement from time to time, as well as the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and milestones.

- 6.4** **Final Report.** Within 90 days of the Project becoming Substantially Completed and no later than the Final Report Date, or such later date as is specified in writing by OMAFRA, the Recipient shall submit a final report (the "Final Report" as set out in Schedule "J") for the Project to OMAFRA in a manner satisfactory to OMAFRA and the Recipient shall follow such administrative procedures as are specified from time to time by OMAFRA.

Upon acceptance of the Final Report and the processing of final claims, OMAFRA shall not be obligated to consider any further claims in relation to the Project.

- 6.5** **Solemn Declaration of Substantial Completion.** Within ninety (90) days of the Project becoming Substantially Completed and no later than the Final Report Date, or such later date as is specified in writing by OMAFRA, the Recipient shall submit a fully executed Solemn Declaration of Substantial Completion, as set out by Schedule "K", for all Projects for which Eligible Costs have been claimed.

**SECTION 7  
RECORDS AND AUDIT**

- 7.1** **Separate Records.** The Recipient shall maintain separate records and documentation for each Project listed in Schedule "B" and shall keep all records and documentation for six (6) years after the submission of the final claims referred to in Section 5.9 of Schedule "A".
- 7.2** **Provide Records to OMAFRA.** The Recipient shall provide to OMAFRA, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, Consultants relating to the Project or any other project(s) of the Recipient under the ISF, or any other Government of Ontario program(s), for the purposes of cost reviews, audits (including any value for money audits that OMAFRA may decide to undertake in its sole and absolute discretion) settlement, as may be required by OMAFRA, of the Project or any other project(s) of the Recipient under the ISF, or any other Government of Ontario program(s). Such material shall be provided in a form and manner satisfactory to OMAFRA.
- 7.3** **External Auditor.** OMAFRA may require the assistance of an external auditor to carry out a review of the material referred to in Sections 7.1 and 7.2 of Schedule "A". If so, the

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Recipient shall, upon request, retain an external auditor acceptable to OMAFRA at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts a financial or program review pursuant to this section of the Agreement or otherwise, provides a copy of the report to OMAFRA for its consideration at the same time that the report is given to the Recipient.

- 7.4 Auditor General of Canada.** The Auditor General of Canada, may, at the Auditor General of Canada's cost, conduct an audit with respect to the use of Financial Assistance under this Agreement. For the purposes of facilitating such inquiry, the Recipient shall release to OMAFRA upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada: all records held by the Recipient, or by agents or contractors of the Recipient, relating to this Agreement and/or the Financial Assistance; and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General may request relating to any part of this Agreement of the use of Financial Assistance.
- 7.5 Auditor General of Ontario.** The Auditor General of Ontario, may, at the Auditor General of Ontario's cost, conduct an audit with respect to the use of Financial Assistance under this Agreement. For the purposes of facilitating such inquiry, the Recipient shall release to OMAFRA upon request and in a timely manner, for the purpose of releasing to the Auditor General of Ontario: all records held by the Recipient, or by agents or Contractors of the Recipient, relating to this Agreement and/or the Financial Assistance; and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General may request relating to the Financial Assistance.
- 7.6 Information.** The Recipient shall supply to OMAFRA, upon request, such information in respect of the Project and its results including, without limitation, all Contracts and agreements related to the Project and all plans and specifications related to the Project, as OMAFRA may require. The Government of Canada and the Government of Ontario, their respective agents and employees, including the Auditor General's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) complete any other auditing or monitoring that may be reasonably required in relation to the Project.
- 7.7 Information Condition Precedent for Payment.** If, in the opinion of OMAFRA, any of the information requirements of this Section 7 are not met, OMAFRA may, in its sole and absolute discretion, require the information as a condition precedent to any payment in relation to the Project(s) of the Recipient under the ISF, or any other provincial program(s) (either current or future). In addition, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.

### **SECTION 8 OVERPAYMENT AND FAILURE TO SUBSTANTIALLY COMPLETE CONTRACT WITHIN TIMELINES**

- 8.1 Allowable Financial Assistance.** Financial Assistance paid to the Recipient prior to the submission of a Final Report in accordance with Section 5.9 of Schedule "A" shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, OMAFRA will determine the final amount of Financial Assistance on the Project (the "Allowable

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Financial Assistance”). For certainty, the allowable Financial Assistance shall not exceed the Maximum Financial Assistance. The Recipient agrees to repay to OMAFRA, upon receipt of a written demand and within the period specified by OMAFRA, that portion of the Financial Assistance that exceeds the Allowable Financial Assistance applicable to the Project (an “overpayment”), as determined by OMAFRA, as well as any Financial Assistance used for a purpose other than that stated in the terms of this Agreement, as determined by OMAFRA.

- 8.2 *Deduction of Overpayment.*** OMAFRA may deduct any overpayments of Financial Assistance for the Project from financial assistance payable on any other Project(s) of the Recipient under the ISF or any other Government of Ontario program(s) and/or Government of Canada program(s) that are delivered by the Government Ontario on behalf of the Government of Canada (either current or future). Any overpayment made on any other Project(s) of the Recipient under the ISF or any other Government of Ontario program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 *Interest on Overpayment.*** OMAFRA reserves the right to demand interest on any overpayment owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by OMAFRA.
- 8.4 *Recovery of Financial Assistance.*** Where Eligible Costs committed to a Project have not been incurred, OMAFRA may withdraw any unspent Financial Assistance for the Project if it has not started construction on its scheduled start date or if a Project has started construction but for which progress is not to the satisfaction of Ontario.

## **SECTION 9 INSURANCE AND BONDING**

- 9.1 *Insurance.*** The Recipient represents and warrants that it has, and shall maintain in full force and effect for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The commercial general liability insurance policy shall include the following:
- (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
  - (ii) a cross liability clause;
  - (iii) contractual liability coverage; and
  - (vii) a 30 day written notice of cancellation, termination or material change.
- 9.2 *Proof of Insurance.*** The Recipient shall provide OMAFRA with certificates of insurance, or other proof as may be requested by OMAFRA, that confirms the insurance

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coverage as provided for in Section 9.1 of Schedule "A". Upon the request of OMAFRA, the Recipient shall make available to OMAFRA a copy of each insurance policy.

- 9.3 *Bonding.*** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement.
- a) a performance bond in the amount of 100% of the Contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the performance of that construction Contract and the correction of any deficiencies; and
  - b) a labour and material payment bond in the amount of 50% of the Contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the payment for labour, material or both.
- 9.4 *Alternatives, reduction or waiver.*** Notwithstanding the requirements set out in Section 9.3, in the event that the Recipient provides a written business case to obtain approval to put into effect and maintain an alternative form of security or to reduce or eliminate the bonds for construction Contracts of \$350,000.00 or less, OMAFRA, in its sole discretion, may accept an alternative form of security, reduce or waive the bonding requirements in whole or in part.

**SECTION 10  
INDEMNITY**

- 10.1 *Indemnified Parties Not Liable.*** In no event shall the Indemnified Parties be liable for:
- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in any way related to the Canada-Ontario Infrastructure Stimulus Fund Agreement or this Agreement or the Project; or
  - b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to the Canada-Ontario Infrastructure Stimulus Fund Agreement or this Agreement or the Project.
- 10.2 *Recipient to Indemnify.*** Where the Recipient is a municipality, a not-for-profit private sector entity, a for-profit private sector entity or a Local Services Board, the Recipient agrees to indemnify and hold harmless the Indemnified Parties from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended and for any and all liability for damages to property and injury to persons (including death) which the Indemnified Parties may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees, agents and Consultants, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent

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act of the Recipient, a third party, their respective employees, officers, servants or agents.

- 10.3 Further Indemnity.** The Recipient further agrees to indemnify and hold harmless the Indemnified Parties, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Indemnified Parties may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees, agents and Consultants, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

**SECTION 11  
TRANSFER AND OPERATION OF INFRASTRUCTURE**

- 11.1 Transfer of Ownership.** Unless otherwise agreed to by the Governments of Canada and Ontario, the Recipient will retain title to, and ownership of, the Asset resulting from the Project(s) for at least five (5) years after the completion of the Project(s).

- 11.2 Repayment.** In the event that at any time within five (5) years from the date of completion of the Project(s), the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any Asset constructed, rehabilitated or improved, in whole or in part, with the Financial Assistance, other than to Canada, Ontario, a Local Government, or a Crown corporation of Ontario that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay the Governments of Canada and Ontario, on demand, a proportionate amount of the Financial Assistance, as follows:

Where Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
5 Years after Project completion	0%

- 11.3 Notice.** At any time during the five (5) years following the date of completion of the Project, the Recipient agrees to notify OMAFRA in writing of any transaction triggering the above-mentioned repayment in section 11.2 of Schedule "A", at least one hundred eighty (180) days in advance.

- 11.4 Deduction from Financial Assistance.** OMAFRA may, in its sole and absolute discretion, deduct the amount of Financial Assistance to be repaid by the Recipient under Section 11.2 of Schedule "A" from Financial Assistance payable by the Government of Ontario to the Recipient on any other project(s) of the Recipient under the ISF or any other Government of Ontario program(s) (either current or future) and provide that money to the Governments of Canada and/or Ontario.

- 11.5 Revenue from Assets.** The Recipient must identify to OMAFRA when an Asset in any given Fiscal Year generates revenues that exceed its costs, including operating costs, alternative financing partnerships or public-private partnerships costs and provisions for future life cycle costs and where the intent of revenue generation was not identified in

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the application. Within the first five (5) complete Fiscal Years following the Substantial Completion of a Project, OMAFRA may, in its sole and absolute discretion, deem the amount of revenue from that Project that is proportional to the Government of Canada's and the Government of Ontario's Financial Assistance to the total cost of the Asset to be an overpayment of Financial Assistance (the "deemed overpayment"). The Recipient shall pay OMAFRA, upon request, the deemed overpayment.

- 11.6 *Asset Operation.*** The Asset established with the Financial Assistance under this Agreement shall be used, maintained and operated for a period of at least one half of the expected useful life of the Asset after Substantial Completion of the Project as set out in Schedule "F". Any contravention of this provision shall give OMAFRA the right to recover a portion or all of the Financial Assistance to those Project(s) provided under this Agreement.

**SECTION 12  
CONFLICT OF INTEREST AND CONFIDENTIALITY**

- 12.1 *No Conflict of Interest.*** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents, sub-contractors, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, as determined in the sole and absolute opinion of OMAFRA) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Government of Ontario that is relevant to the Project or otherwise where OMAFRA has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.
- 12.2 *Disclose Potential Conflict of Interest.*** The Recipient shall disclose to OMAFRA without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 12.3 *Freedom of Information and Protection of Privacy Act.*** The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended binds the Ontario Government.

**SECTION 13  
RECOGNITION**

- 13.1 *Licensed Marks.*** The Recipient acknowledges that the Governments of Canada and Ontario are, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with the ISF (all such current and future marks, being the "Licensed Marks").
- 13.2 *Acknowledgement in Advertising and Publicity.*** The Recipient agrees to acknowledge the Financial Assistance of the Governments of Canada and Ontario to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements as per Schedule "G".

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**13.3 Use of Licensed Marks.** In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:

- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the Governments of Canada and Ontario, or their delegates responsible for administering the ISF. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks;
- b) the Recipient agrees to submit to the Governments of Canada and Ontario, or their delegates responsible for administering the ISF, copies of any advertisements or promotional materials containing the Licensed Marks for approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element that may from time to time and upon reasonable notice be required;
- c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the Governments of Canada and Ontario, or their delegates responsible for administering the ISF and shall, upon notification, express disclaimers to that effect; and
- d) the Recipient agrees to promptly inform the Governments of Canada Ontario, or their delegates responsible for administering the ISF of any suspected infringement of any Licensed Marks by a third party.

**13.4 Cease Using Licensed Marks.** Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the Governments of Canada and Ontario, or their delegates responsible for administering the ISF, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

**SECTION 14  
COVENANTS, REPRESENTATIONS AND WARRANTIES**

**14.1 General.** The Recipient covenants, represents and warrants to the Government of Ontario that:

- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines;
- b) it is conducting and shall carry on its business in compliance with all Government of Canada requirements as outlined in Schedule "E";
- c) it has authority and any necessary approval to enter into this Agreement and to carry out its terms;
- d) it has or will apply for all permits, approvals, and licenses which are required in

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order to carry out the Project;

- e) it validly exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;
- f) where applicable, it has passed by-laws required to undertake the Project;
- g) it is now and will continue to be compliant with all Environmental Laws;
- h) it owns or has a long-term lease (inclusive of any renewals) for the lands on which the Infrastructure is or will be located that expires no earlier than five (5) years following Project completion;
- i) provided that the Recipient is not a municipality or a Crown Agency,
  - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
  - C. is registered and qualified to do business wherever necessary to carry out the Project;
- j) it has the experience, financial health and ability to carry out this Project;
- k) if the Recipient is a municipality, local board or a Crown agency, it has the legislative authority to carry out the Project;
- l) all information provided during the ISF application process remains true, correct and complete in every respect except as set out to the contrary herein; and
- m) notify OMAFRA of all other sources of funding for each Project contained in Schedule "B" of this Agreement that may reduce the level of Financial Assistance the Recipient would be eligible to receive under this Agreement.

**14.2 Governance.** The Recipient represents, warrants and covenants that, it has, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:

- a) establish the expected code of conduct and ethical responsibilities at all levels of the Recipient's organization;
- b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- c) establish decision-making mechanisms;
- d) provide for the prudent and effective management of the Financial Assistance;
- e) establish procedures to enable the successful completion of the Project;
- f) establish procedures to enable the timely identification of risks to the completion

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of the Project and strategies to address the identified risks;

- g) establish procedures to enable the preparation and delivery of all reports required under this Agreement; and
- h) responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**14.3 Representations and Warranties True Condition Precedent for Payment.** Upon request, the Recipient shall provide OMAFRA with proof of the matters referred to in this Section. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, OMAFRA may, in its sole discretion, Adjust the Financial Assistance for the Project.

**SECTION 15  
DEFAULT, ENFORCEMENT AND TERMINATION**

**15.1 Event of Default.** Each and every one of the following events is an “Event of Default”:

- a) if in the opinion of OMAFRA, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the OMAFRA any representation or warranty made by the Recipient in this Agreement or any certificate delivered to OMAFRA pursuant hereto shall be materially untrue in any respect;
- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of OMAFRA;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion of OMAFRA a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the OMAFRA, acting reasonably;
- g) if in the opinion of the OMAFRA, the Recipient ceases to operate;
- h) if the Recipient fails to begin the Project within sixty (60) days of the Project construction start date, as per Schedule B, or such period as OMAFRA may allow,, or, in the opinion of OMAFRA, the Recipient has failed to proceed

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diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of OMAFRA are beyond the control of the Recipient;

- i) if the Recipient has submitted false or misleading information to OMAFRA; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents, sub-contractors and volunteers has breached the requirements of Section 12 of Schedule "A".

**15.2 Waiver.** OMAFRA may, in its sole and absolute discretion, at any time, waive any Event of Default which may have occurred provided that no such waiver extends to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from OMAFRA.

**15.3 Remedies on Default.** Notwithstanding any other rights which the Government of Ontario may have under this Agreement, if an Event of Default has occurred, the Government of Ontario shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of OMAFRA in its sole and absolute discretion, is curable, OMAFRA has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 Business Days or such period of time as OMAFRA may consent to in writing:

- a) OMAFRA shall have no further obligation to provide any Financial Assistance for the Project;
- b) the Government of Ontario may, at its option, terminate this Agreement immediately or may, in its sole and absolute discretion, Adjust the Financial Assistance. The total amount of Financial Assistance paid to the Recipient to the date of termination shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
- c) the Government of Ontario may avail itself of any of its legal remedies that it may deem appropriate.

**15.4 Additional Remedies.** In addition to the remedies described in Section 15.3, the Government of Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Government of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Government of Ontario.

**15.5 Termination Without Cause.** Notwithstanding anything else contained herein, the Government of Ontario reserves the right to terminate this Agreement without cause upon such conditions as the Government of Ontario may require, with a minimum of thirty (30) Business Days written notice to the Recipient. If the Government of Ontario terminates this Agreement prior to its Expiration Date, the Government of Ontario, subject to all of the Government of Ontario's rights under this Agreement, including,

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without limitation, its right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination, provided that the Recipient provides a report to OMAFRA that meets the requirements of a Claims and Progress Statement and OMAFRA has sufficient funds appropriated by the Legislative Assembly of Ontario. Such report must be received by OMAFRA within ninety (90) Business Days of notice of termination being given to the Recipient pursuant to this Section.

**SECTION 16  
NOTICE**

- 16.1 Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "F" or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the Recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received three (3) Business Days following the day on which it was mailed.
- 16.2 Representatives.** The individuals identified pursuant to Schedule "F" will, in the first instance, act as the Government of Ontario's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

**SECTION 17  
MISCELLANEOUS**

- 17.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, sub-contractors and Consultants shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Government of Ontario than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7 of Schedule "A".
- 17.2 Time Is of the Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 17.3 Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

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- 17.4 Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 No Waiver.** The failure by the Government of Ontario to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Government of Ontario's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6 Division of Agreement.** The division of this Agreement into Schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws applicable in Ontario.
- 17.8 Survival.** The following Schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment and Failure to Substantially Complete Contract Within Timelines), Section 10 (Indemnity), Section 11 (Transfer and Operation of Infrastructure), Section 12 (Conflict of Interest and Confidentiality), Section 13 Recognition), Section 14 (Covenants, Representations and Warranties), Section 15 (Default, Enforcement and Termination), and Section 17.11 (Interest) of Schedule "A"; Schedule "E"; Schedule "F" (useful life of Project Infrastructure); and Schedule "G" (the Recipient's obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque).
- 17.9 No Assignment.** The Recipient shall not assign any aspect of this Agreement. The Government of Ontario may assign this Agreement on written notice to the Recipient.
- 17.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Government of Ontario and the Recipient.
- 17.11 Interest.** OMAFRA reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by OMAFRA.
- 17.12 Government of Ontario and Recipient Independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Government of Ontario for any purpose whatsoever.
- 17.13 Recipient Cannot Represent Government of Canada or Government of Ontario.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any Contract or commitment in the name of or on behalf of the Governments of Canada and/or Ontario. The

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Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Governments of Canada and/or Ontario, to act as an agent of the Governments of Canada and/or Ontario, or to bind the Governments of Canada and/or Ontario in any manner whatsoever other than as specifically provided in this Agreement.

- 17.14 *Consultants.*** The Government of Ontario acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Government of Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 17.15 *Lobbyists and Agent Fees.*** The Recipient warrants that any person hired, for payment, or to speak or correspond with any employee or other person representing the Recipient, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required pursuant to the *Lobbying Act*, as amended, is registered pursuant to the *Lobbying Act*. The Recipient also warrants that it has not and nor will it make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the contribution hereunder or negotiating the whole or any part of the terms of this Agreement.
- 17.16 *Cooperation for non-Ontario Government Recipients.*** The Recipient and the Government of Ontario agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.17 *Data.*** The Recipient agrees that the Government of Ontario may, in its sole discretion, gather and compile information and data required under this Agreement and disclose such information and data to the Government of Canada.
- 17.18 *Priority.*** Where there is a conflict between one or more of the Schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B" and all other Schedules.
- 17.19 *Entire Agreement.*** The Agreement constitutes the entire Agreement between Government of Ontario and the Recipient with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and/or agreements.

**- END OF GENERAL TERMS AND CONDITIONS -**

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**SCHEDULE "B"  
DESCRIPTION OF THE PROJECT(S)**

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<b>FILE NUMBER</b>	<b>PROJECT TITLE</b>	<b>PROJECT DESCRIPTION</b>	<b>PROJECT CONSTRUCTION START DATE</b>	<b>ABORIGINAL CONSULTATION SCHEDULE L</b>
754	Carson Line Bridge	The Municipality of Bayham proposes improvements to the Carson Line Bridge decking and end treatments as well as installation to improve safety for traffic and extend the life of the bridge.	07/01/2009	L1

**SCHEDULE "C"**  
**ELIGIBLE AND INELIGIBLE COSTS**

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**ELIGIBLE COSTS**

- C.1.** Subject to Section C.2, Eligible Costs will be all direct costs that are in OMAFRA's opinion properly and reasonably incurred and paid by the Recipient under a Contract for goods or services necessary for the implementation of the Project. Eligible Costs will include only the following:
- a) the capital costs of constructing, rehabilitating or improving, in whole or in part, a tangible capital asset, as defined and determined by OMAFRA;
  - b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and road signage recognition as described in Schedule "G";
  - c) all planning (including plans and specifications) and assessment costs such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
  - d) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act* and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
  - e) the costs of Project-related signage, lighting, Project markings and utility adjustments;
  - f) costs of consulting with Aboriginal Group(s), including the translation of documents into languages spoken by the interested Aboriginal Group(s);
  - g) the costs of developing and implementing innovative techniques for carrying out the Project, as determined by OMAFRA;
  - h) Recipient audit and evaluation costs as specified in this Agreement, with the exception of costs related to the retaining of an external auditor; and
  - i) other costs that, in the sole opinion of OMAFRA, are considered to be direct and necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

**C.2. INELIGIBLE COSTS**

The following costs are ineligible for Financial Assistance:

- a) costs incurred prior to June 5, 2009;
- b) costs incurred after the Project Completion Date;

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- c) land acquisition, leasing land, buildings, equipment and other facilities, real estate fees and related costs;
- d) financing charges, legal fees, and loan interest payments (including those related to easements (e.g. surveys));
- e) the value of any goods and services which are received through donations or in kind;
- f) employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically costs relating to services delivered directly by permanent employees of the Recipient;
- g) meal, hospitality or incidental expenses of Consultants; and
- h) provincial sales tax, the GST and, if and when implemented the Harmonized Sales Tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates.

**SCHEDULE "D"**  
**PROJECT FINANCIAL ASSISTANCE**

<b>PROJECT NUMBER*</b>	<b>TOTAL ELIGIBLE COSTS</b>	<b>ONTARIO MAXIMUM FINANCIAL ASSISTANCE</b>	<b>FEDERAL MAXIMUM FINANCIAL ASSISTANCE</b>	<b>MAXIMUM FINANCIAL ASSISTANCE</b>
754	\$97,200	\$32,400	\$32,400	\$64,800

OMAFRA will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on acceptance of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Completed. Such report must contain the information required in the Final Report as set out in Section 6.3 of Schedule "A" of this Agreement. OMAFRA is not obligated to pay interest on the holdback or any other payments under this Agreement.

**SCHEDULE "E"**  
**GOVERNMENT OF CANADA REQUIREMENTS**

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OMAFRA and the Recipient agree to the following Government of Canada Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by OMAFRA is dependent on the Government of Ontario receiving funds for the Project from the Government of Canada. Should the Government of Ontario not receive the funds it expects to receive in relation to the Project from the Government of Canada, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient shall indemnify and hold harmless the Government of Canada, its officers, servants, employees or agents, from and against all claims and demands, loss, damages, costs, expenses, actions, suits or other proceedings by whomsoever made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
  - a) the Project being funded by this Agreement;
  - b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, employees and agents, or by a third party, its officers, employees or agents;
  - c) any omission or other willful or negligent act of the Recipient, its employees, officers or agents;

Except to the extent to which such claims and demands, losses costs, damages, actions, suits or other proceedings relate to the act or negligence of an officer, employee or agent of Canada in the performance of his or her duties.

3. The Recipient further agrees to indemnify and hold the Government of Canada, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Government of Canada, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or willful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or willful misconduct.
4. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind the Government of Canada.
5. The Recipient acknowledges that the Government of Canada is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to ISF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 13 (Communication and Recognition) of this Agreement, with appropriate changes,

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in relation to the Federal Licensed Marks.

6. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any Contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
7. Notwithstanding any provisions of this Agreement, all obligations of the Government of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
8. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Government of Canada.
9. The Recipient acknowledges and agrees that the Government of Canada may, in its sole discretion, exercise OMAFRA's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.
10. The Recipient warrants that:
  - a) it has not, nor has any person on its behalf, paid or provided or agree to pay or provide, to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with any Public Office Holder as defined in the *Lobbying Act*;
  - b) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any Public Office Holder;
  - c) any person who, for consideration, directly or indirectly, communicated with or arranged a meeting with any Public Office Holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*;
  - d) any person who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with any Public Office Holder will be in compliance with all requirements of the *Lobbying Act*; and
  - e) at all relevant time the Recipient has been, is and will remain in compliance with the *Lobbying Act*.

**SCHEDULE "F"**  
**ADDITIONAL PROVISIONS**

---

The Government of Ontario and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to OMAFRA:

Ministry of Agriculture, Food and Rural Affairs  
1 Stone Road West, 4<sup>th</sup> Floor  
Guelph, Ontario  
N1G 4Y2

Phone: 1-888-466-2372  
Fax: (519) 826-4336  
E-Mail: bcf.cc@ontario.ca

Attention: Dino Radocchia, Manager

(b) If to the Recipient:

Municipality of Bayham  
P. O. Box 160  
Straffordville, ON  
N0J 1Y0

Attention: Kyle Kruger, Administrator

2. Other provisions:
3. Other Reporting Requirements:
4. Useful Life of Project Infrastructure: [i.e., no. of years]

**SCHEDULE "G"**  
**COMMUNICATIONS REQUIREMENTS**

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Unless specified otherwise in Schedule "F", for the purposes of this Schedule "G" the Recipient shall follow these communications requirements.

**Purpose of Schedule**

This Schedule describes the Recipient's responsibilities and financial obligations involved in the joint communications activities and products for the Project to recognize the contributions of the Government of Canada, the Government of Ontario and the Recipient.

**General Principles**

The Recipient agrees to work with ISF officials and other partners to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of all parties making a significant financial contribution to the Project.

All parties making a significant financial contribution to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques unless OMAFRA specifies otherwise.

All events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by OMAFRA from time to time.

Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act*.

The Recipient may produce information kits, brochures, public reports and Web pages providing information on the Project and Agreement for private-sector interest groups, contractors and members of the public. The Recipient will consult with the Governments of Canada and Ontario in preparing the content and look of all such material. All communications referencing the Governments of Canada and Ontario must be approved.

**Events**

The Recipient agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Governments of Canada and Ontario and any other parties making a significant financial contribution to the Project.

The Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of all participants. Unless agreed to in advance, no event should take place without at least fifteen (15) working days' notice to all Parties.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders as early as possible, and in consultation with the Governments of Canada and Ontario, prior to the event.

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All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from the Governments of Canada and Ontario under the ISF. The Governments of Canada and Ontario will assist the Recipient in developing an agenda, news release, etc. All parties will approve and receive final copies.

Federal, provincial and municipal flags should also be on display at all ISF events.

The Table of Precedence for Canada, as established by Canadian Heritage (<http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>), or some other mutually acceptable protocol should be respected.

### **Signs and Plaques**

The Recipient agrees to produce and install temporary and permanent Project signage to communicate the nature of the Project and the involvement of the Governments of Canada and Ontario and the Recipient, as outlined in the ISF Style Guide.

Generally, the Recipient must ensure that the design, wording and specifications for signage are in accordance with federal and provincial visual identity guidelines, available on the ISF website at [www.BCFontario.ca](http://www.BCFontario.ca).

Temporary signs must be removed within 90 days of project completion.

### **Eligible Costs**

The Recipient will pay the costs of preparing and delivering communications activities and products, including the organization of special events and the production of signage. These costs are deemed to be Eligible Costs under the Agreement as specified below.

For the purposes of events, Eligible Costs include the following:

- Printing and mailing invitations
- Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
  - flagpoles
  - stage
  - chairs
  - podium
  - PA system

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

For the purposes of signage, Eligible Costs include the following:

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- Maximum costs of \$2,250 for a small sign and \$4,250 for a large sign
- Maximum costs of \$2,500 for a permanent plaque

**SCHEDULE "H"**  
**EXPENDITURE AND JOB CREATION REPORT**



Infrastructure Stimulus Fund (ISF)  
Le Fonds de stimulation de l'infrastructure (FSI)

**EXPENDITURE AND JOB CREATION REPORT**

Recipient Name: \_\_\_\_\_  
File Number: \_\_\_\_\_

**Expenditure Forecast Table**

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct. - Dec.) Q3	(Jan. - March) Q4
2009/10				
2010/11				

**Jobs Created / Sustained Table**

	Average Number of Temporary Jobs
Previous Quarter (show date ranges)	
Current Quarter (show date ranges)	

The goal is that at the end of the fiscal year a calculation could be made of the total number of jobs (person-years of employment) from each project.

Prepared By: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTES:**

- 1) Expenditures are only considered eligible after the announcement of the approval of the project.
- 2) Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that have been or will be incurred (rather than when they are to be paid).
- 3) Please only include **Net Eligible Expenditures** – total eligible costs net GST.
- 4) Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Contribution Agreement.
- 5) If the project cannot be completed within the timeframes of the program, please contact the Canada Ontario Infrastructure Secretariat.
- 6) Previously reported information is provided for you. Should the information have changed, please provide the revised expenditures along with an explanation of the change.
- 7) This information is required on a quarterly basis on or before the following dates: May 15, August 15, November 15 and February 15.
- 8) Temporary Jobs refers to all non-municipal employees who are working on this project (e.g. Construction workers, engineers, etc).
- 9) Average number of Temporary Jobs refers to the number of workers involved in the project over the time period. Example: if 5 construction workers were there for the entire quarter (13 weeks), and 20 additional construction workers were there for 6 weeks, the average number of workers for this quarter would be 15.



**SCHEDULE "J"  
FINAL REPORT**



**Infrastructure Stimulus Fund (ISF)  
Le Fonds de stimulation de l'Infrastructure (FSI)**

**FINAL REPORT/RAPPORT FINALE**

<b>Part 1 - Project Information / Partie 1 - Information sur le projet</b>	
Recipient/Bénéficiaire	
File Number/Numéro de dossier	
Project Name/Nom du projet	
Eligible Project Cost/Côût admissible du projet	
\$	
Total Project Cost/Côût total du projet	
\$	

<b>Authorized Official / Responsable autorisé(e)</b>	
Name/Nom	Date/Date
Title/Titre	
<p>I certify that the named project has been completed in accordance with the Infrastructure Stimulus Fund Contribution Agreement and that, where applicable, all identified environmental mitigation measures have been satisfactorily addressed and that supporting invoices and records are available for audit, if required.</p> <p>J'affirme par la présente que le projet nommé a été terminé conformément à l'accord du Fonds de stimulation de l'Infrastructure municipal et que, le cas échéant, toutes les mesures d'atténuation environnementales nommées ont été adressées de façon acceptable et que les factures et documents d'appui sont disponibles à des fins de vérification.</p>	
Signature/Signature :	

<b>Part 2 - Final Report Information/Partie 2 - Information du rapport final</b>			
Breakdown of Project Costs (Categories as per Schedule 2 of Application) / Répartition des coûts du projet (Catégories selon l'annexe 2 de la demande)			
	\$	<b>GROSS PROJECT TOTAL / PROJET BRUT TOTAL</b>	\$
A. Engineering/Design Costs / Ingénierie	\$	Less G.S.T. Rebate / Moins remboursement de la T.P.S.	\$
B. Environmental Assessment Costs / Coût de l'évaluation environnementale	\$	<b>NET PROJECT TOTAL / PROJET NET TOTAL</b>	\$
C. Project Management / Gestion de projet	\$	Project Start Date / Date du début du projet	
D. Construction	\$	Project Completion Date / Date de la fin du projet	
E. Miscellaneous / Divers	\$		
	P.S.T. / T.V.P.		\$
	G.S.T. / T.P.S.		\$
<b>continue at top of right side - part 2 / suite de la partie 2, en haut à droite</b>			

\*NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.  
\*REMARQUE: Si le coût actual est de 20 % supérieur ou inférieur au coût estimé pour une des catégories ci-dessus, veuillez inclure une explication de l'écart pour chacun des coûts.

**SCHEDULE "K"**  
**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

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**Infrastructure Stimulus Fund (ISF)**  
**Le Fonds de stimulation de l'infrastructure (FSI)**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs, on \_\_\_\_\_, 2009.

I, \_\_\_\_\_ a Registered \_\_\_\_\_ (Engineer or Architect) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project \_\_\_\_\_ in the above-mentioned Agreement \_\_\_\_\_ (has / has not) been substantially completed as described in Schedule A, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011 is \_\_\_\_\_ (dollars).
4. That the work:
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (city), in the Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature)

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Witness Name:  
Title:

**SCHEDULE "L"**  
**ABORIGINAL CONSULTATION PROTOCOL**

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**PART L.1**

**1.0 Responsibilities of the Recipient**

1.1 The Recipient shall immediately notify Ontario:

- (i) of contact by any Aboriginal Groups regarding the Project; or
- (ii) if any Aboriginal archaeological resources are discovered in the course of the Project,

and in either case, Ontario may direct the Recipient to take such actions, including without limitation suspension of the Project, as Ontario may require. The Recipient shall comply with Ontario's direction.

1.2 The Recipient shall provide in any contracts with third parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide in accordance with section 1.1.

**PART L.2.**

**1.0 Purpose**

The purpose of this Aboriginal Consultation Protocol is to set out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

**1.1 Definitions**

For the purposes of this Schedule L.:

"**S. 35 Duty**" means any duty Ontario may have to consult and, where appropriate, accommodate Aboriginal Groups in relation to the Project flowing from Section 35 of the *Constitution Act, 1982*.

**2.0 Responsibilities of Ontario**

2.1 Ontario is responsible for:

- (i) determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (ii) the preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;

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- (iii) at its discretion, delegating procedural aspects of consultation to the Recipient pursuant to this Agreement;
- (iv) directing the Recipient to take such actions, including without limitation suspension of the Project, as Ontario may require;
- (v) satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Agreement; and
- (vi) satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project .

**3.0 Responsibilities of the Recipient**

3.1 The Recipient hereby acknowledges that, for the purposes of any S. 35 Duty borne by Ontario, the Recipient is Ontario's delegate and in this capacity is responsible for carrying out the procedural aspects of consultation delegated to it by Ontario pursuant to this Agreement.

3.2 The Recipient is responsible for:

- (i) giving notice to the Aboriginal Groups regarding the Project, if such notice has not already been given by the Recipient or Ontario;
- (ii) informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (iii) following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Community;
- (iv) informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (v) maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (vi) making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (vii) providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups

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to discuss the Project;

- (viii) if appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project;
- (x) considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Community, or on other interests, or any other concerns or issues regarding the Project;
- (xi) answering any questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (xii) where an Aboriginal Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (xiii) subject to section 3.2 (xiv), where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (xiv) consulting with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario for the purposes of section 2.1 (v) hereof, the results of such discussions prior to implementing any applicable accommodation measures; and
- (xv) complying with Ontario's direction to take any actions, including without limitation suspension of the Project, as Ontario may require.

3.3 The Recipient hereby acknowledges that, notwithstanding Section 3.1 above, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

3.4 The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (i) provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (ii) keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (iii) provide Ontario with timely notice of any Recipient mailings to, or Recipient

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meetings with, the representatives of any Aboriginal Community in relation to the Project;

- (iv) immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (v) advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (vi) immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (vii) provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (viii) if applicable, advise Ontario if the Recipient and an Aboriginal Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

3.5 The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **4.0 No Implicit Acknowledgement**

4.1 Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a S. 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any S. 35 Duty, nor that a particular aspect of consultation referred to in Section 3.1 hereof is an aspect of the S. 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **5.0 General**

5.1 This Agreement shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the S. 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

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**6.0 Notice and Contact**

6.1 All notices to Ontario pertaining to this Schedule shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice to Ontario shall be addressed as follows:

Ministry of Agriculture, Food and Rural Affairs  
1 Stone Road West, 4<sup>th</sup> Floor  
Guelph, Ontario  
N1G 4Y2

Phone: 1-888-466-2372  
Fax: (519) 826-4336  
Email: [bcf.cc@ontario.ca](mailto:bcf.cc@ontario.ca)

Attention: Dino Radocchia, Manager

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**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-108**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF LOAN AGREEMENT BETWEEN THE  
MUNICIPALITY OF BAYHAM  
AND  
ROYAL BANK OF CANADA**

**WHEREAS** the Council of the Municipality of Bayham passed by-law 2009-003 to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2009;

**AND WHEREAS** the Council of the Municipality of Bayham passed by-law 2009-095 to authorize the borrowing of money by way of temporary advances to meet expenditures made in connection with the water infrastructure renewal project;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham now deems it necessary and expedient to enter into a loan agreement with the Royal Bank of Canada;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM ENACTS AS FOLLOWS:**

- 1. THAT** the Mayor and Clerk be and are hereby authorized to execute the Agreement, attached hereto as Schedule "A" and forming part of this by-law, between Royal Bank of Canada and the Municipality of Bayham;
- 2. THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



\* Registered trademark of Royal Bank of Canada. RBC Royal Bank is a registered trademark of Royal Bank of Canada

ROYAL BANK OF CANADA LOAN AGREEMENT

DATE: August 4, 2009

BORROWER:	SRF:
CORPORATION OF THE MUNICIPALITY OF BAYHAM	855834693
ADDRESS (Street, City/Town, Province, Postal Code)	
PO BOX 160, 9344 PLANK RD	
STRAFFORDVILLE, ON N0J1Y0	

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time.

**CREDIT FACILITIES**

**Revolving demand facility in the amount of \$700,000.00, available by way of RBP based loans,**

Business account # 1011923 Transit # 05102

Minimum retained balance \$0.00

Revolved by the Borrower in increments of \$5,000.00

Interest rate: RBP + 0.00% per annum. Interest payable monthly, in arrears, on the same day

each month as determined by the Bank.

Margined: Yes [ ] No [X]

VISA business to a maximum of \$20,000.00 governed by this Agreement and separate agreement(s) with the Bank. In the event of a conflict between agreements, the separate agreement(s) will govern.

**Revolving demand facility in the amount of \$2,200,000.00, available by way of RBP based loans,**

Business account # 1011923 Transit # 05102

Minimum retained balance \$0.00

Revolved by the Borrower in increments of \$5,000.00

Interest rate: RBP + 0.00% per annum. Interest payable monthly, in arrears, on the same day

each month as determined by the Bank.

Margined: Yes [ ] No [X]

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- a) Ontario Municipal Corporations temporary borrowing by-law on the Bank's form 348 signed by the Borrower supported by Ontario Municipal Corporations statement by treasurer re: borrowing on the Bank's form 349 signed by the Treasurer;
- b) Letter Agreement re: borrowing By-law signed by the Borrower.

**FEES**

N/A

### **REPORTING REQUIREMENTS**

The Borrower will provide to the Bank:

- a) Annual accountant prepared and audited financial statements not later than 210 days after each fiscal year end;
- b) Such other financial and operating statements and reports as and when the Bank may reasonably require.

### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the Loan Agreement Standard Terms (Form 472) and includes, without limitation, each of i) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement, ii) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security and iii) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable.

### **BUSINESS LOAN INSURANCE PLAN**

This group creditor insurance program, underwritten by Sun Life Assurance Company of Canada, is offered to borrowers and provides life and disability insurance on eligible owner(s)/partner(s)/management of the Borrower for the Borrowings. To apply for this insurance, a Business Loan Insurance Plan Application (form 3460) must be completed for each proposed insured. This plan is subject to terms, conditions, exclusions and eligibility restrictions. Please see the Business Loan Insurance Plan Certificate of Insurance for full details. Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr) for further explanation and disclosure.

The Borrower(s), by signing below, acknowledges that life and disability insurance for Borrowings was offered under the Business Loan Insurance Plan, and that:

- (X) Any applications for this insurance have been made and may be subject to approval, as outlined in the Certificate of Insurance which the Borrower has received.
- ( ) The offer of insurance has been waived.
- ( ) The owner(s)/partner(s)/management of the Borrower(s) are ineligible for this insurance (under 18 or over age 64), or the credit facilities, banking services or other products provided for in this Agreement are not eligible for this insurance.
- ( ) The Borrowings currently have Business Loan Insurance Plan coverage, and no increase in coverage has been requested.

If there are any discrepancies between the insurance information above, and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

### **STANDARD TERMS**

The following standard terms have been provided to the Borrower:

- [X] Form 472 (06/2008) Royal Bank of Canada Loan Agreement - Standard Terms
- [ ] Form 473 (09/2006) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- [ ] Form 475 (09/2006) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
- [ ] Form 476 (09/2006) Royal Bank of Canada Loan Agreement - PEF Contract Standard Terms

**ACCEPTANCE**

This Agreement is open for acceptance until September 30, 2009, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_  
Name: Bruce Kendrick  
Title: Account Manager  
Phone: 519-842-6944

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Loan Agreement Standard Terms, form 472 (06/2008), as well as all other standard terms which are herein above shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CORPORATION OF THE MUNICIPALITY OF BAYHAM**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-109**

**A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT BETWEEN**

**THE MUNICIPALITY OF BAYHAM  
AND  
THE OTTER VALLEY CHAMBER OF COMMERCE  
AND  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL  
AFFAIRS**

**REGARDING THE RURAL ECONOMIC DEVELOPMENT PROGRAM**

**WHEREAS** the Municipality of Bayham submitted application for funding to the Rural Economic Development Program;

**AND WHEREAS** the Municipality has received confirmation of funding support under the program for the International Ferry Service Feasibility and Impact Study project subject to the completion of the necessary Agreement;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous of entering into the said Agreement;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF BAYHAM ENACTS AS FOLLOWS:**

- 1. THAT** the Mayor and Administrator be and are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law between the Municipality of Bayham, the Otter Valley Chamber of Commerce, and Her Majesty the Queen in Right of Ontario for the provision of funding under the Rural Economic Development Program regarding the International Ferry Service Feasibility and Impact Study.
- 2. THAT** this by-law shall come into full force and effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY  
OF SEPTEMBER 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



Rural Economic Development Program  
Ministry File No. 4683

**THE AGREEMENT** effective as of the 8th day of July, 2009.

**BETWEEN:**

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

**("OMAFRA")**

- and -

**The Corporation of the Municipality of Bayham**  
**Otter Valley Chamber of Commerce**

**(the "Recipient")**

**Background:**

OMAFRA has established the Rural Economic Development Program to address barriers to economic growth, and ensure that Ontario's small towns and rural communities remain viable, healthy and vibrant places in which to live, work and invest;

The Recipient has applied to OMAFRA for funds to assist the Recipient in carrying out the Project and OMAFRA wishes to provide such funds.

**Consideration:**

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

**ARTICLE 1. DEFINITIONS**

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

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

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

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

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

"**Claim Submission**" means the claim submission attached to the Agreement as Schedule C.

"**Completion Date**" means the expiration of the agreement as described in section 3.1 and shall expire no later than six (6) months following the project end date of June 30, 2010;

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

"**Eligible Costs**" means those expenditures incurred after the Effective Date and prior to the Project End Date related directly to the Project and identified as Eligible Costs in the Budget.

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

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

"**Funding Year**" means:

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

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

"**GST**" means goods and services tax pursuant to the *Excise Tax Act* (Canada).

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

"**Maximum Funds**" means \$115,000;

"**Notice**" means a notice as provided for in Article 18.

"**Parties**" means OMAFRA and the Recipient.

"**Party**" means either OMAFRA or the Recipient.

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

"**Project End Date**" means June 30, 2010;

"**Reports**" has the meaning ascribed to it in Article 7.

"**Timelines**" means the Project schedule set out in Schedule "B".

"**Wind Down Costs**" means the Recipient's reasonable costs to wind down the Project.

## **ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 2.1. **General.** The Recipient represents, warrants and covenants that:
- a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
  - c) any information the Recipient provided to OMAFRA in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect.
- 2.2. **Execution of Agreement.** The Recipient represents and warrants that:
- a) it has the full power and authority to enter into the Agreement; and
  - b) it has taken all necessary actions to authorize the execution of the Agreement including passing a municipal by-law authorizing the Recipient to enter into the Agreement with OMAFRA.
- 2.3. **Governance.** The Recipient represents, warrants and covenants that, it has; and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
- a) establish the expected code of conduct and ethical responsibilities at all levels of the Recipient's organization;
  - b) establish procedures to ensure the ongoing effective functioning of the Recipient;
  - c) establish decision-making mechanisms;
  - d) provide for the prudent and effective management of the Funds;
  - e) establish procedures to enable the successful completion of the Project;
  - f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

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

### **ARTICLE 3. TERM OF THE AGREEMENT**

- 3.1. **Term.** The Agreement shall commence on July 8, 2009 and shall expire on December 31, 2010 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT**

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

- a) provide fifty percent (50%) of the Recipient's Eligible Costs actually incurred up to the Maximum Funds to the Recipient for the purpose of carrying out the Project
- b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "B"; and
- c) deposit the Funds into an account designated by the Recipient provided that the account:
  - i) resides at a Canadian financial institution; and
  - ii) is in the name of the Recipient.

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

- a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon OMAFRA's assessment of the information contained in the Reports;
- d) shall not be required to provide Funds unless OMAFRA determines that the cost or expense claimed by the Recipient is:
  - (i) reasonable
  - (ii) directly related to the components of the Project as described in Schedule "A";
  - (iii) specifically identified as an Eligible Cost for the Project as set out in Schedule "B";
  - (iv) incurred after the Approval Date and no later than the Project End Date; and
  - (v) an actual cash outlay to third parties acting at arm's length that can be documented through original invoices or proofs of payment;

- e) shall not be required to provide Funds unless a completed Claim Submission has been submitted to OMAFRA; and
- f) shall not be required to provide Funds unless all evidence of payment of an Eligible Cost and such supporting documentation as may be required by OMAFRA have been submitted to OMAFRA.

4.3. **Appropriation.** Despite sections 4.1 and 4.2 and pursuant to the provisions of the *Financial Administration Act* (Ontario), as amended, if OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA shall not be obligated to make the payment and OMAFRA may, pursuant to section 13.1, terminate the Agreement or may reduce the amount of the Funds and, in consultation with the Recipient, change the Project.

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

- a) carry out the Project;
  - i) in accordance with the terms of the Agreement; and
  - ii) in compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to any aspect of the Project;
- b) use the Funds only for the purpose of carrying out the Project; and
- c) spend the Funds only in accordance with the Budget.

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

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

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

4.7. **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8. **Interest.** If the Recipient earns any interest on the Funds:

- (a) OMAFRA may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to OMAFRA as

directed by OMAFRA

- 4.9. **GST.** The Recipient shall not use the Funds for any GST costs.
- 4.10. **Hold Back.** OMAFRA may hold back up to ten percent (10%) of any payment of Funds otherwise payable pursuant to this Agreement until the completion of the Project to the satisfaction of OMAFRA and the submission of a Final Report that is satisfactory to OMAFRA

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

- 5.1. **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds or if the Recipient is seeking reimbursement from the Funds for supplies, equipment or services that it has already acquired, it shall do so or must have done so through a process that promotes the best value for the Funds it spends. For equipment, services and supplies, the cost of which exceeds \$25,000.00, the Recipients shall ensure that at least three (3) written quotes are or were obtained unless it obtains the prior written consent of OMAFRA and:
- a) the expertise being purchased is specialized and is not readily available; or
  - b) the market has previously been researched for a similar purchase and prevailing market costs for the equipment, services or supplies are known
- 5.2. **Disposal.** The Recipient shall not, without OMAFRA's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, or for which Funds were provided, the cost of which exceeded 10% of the Maximum Funds provided at the time of purchase.

#### **ARTICLE 6. CONFLICT OF INTEREST**

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

- b) comply with any terms and conditions that OMAFRA may prescribe as a result of the disclosure.

**ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW**

**7.1. Preparation and Submission.** The Recipient shall:

- a) submit to OMAFRA at the address provided in Section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C", "E" and "F" or in a form as specified by OMAFRA from time to time;
- b) submit to OMAFRA at the address provided in Section 18.1, any other reports requested by OMAFRA in accordance with timeline and content requirements specified by OMAFRA;
- c) ensure that all Reports and other reports are completed to the satisfaction of OMAFRA; and
- d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**7.2. Record Maintenance.** The Recipient shall keep and maintain:

- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**7.3. Inspection.** OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, may:

- a) inspect and copy the records and documents referred to in section 7.2; and
- b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

**7.4. Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any information reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, and shall do so in a form reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, as the case may be.

**7.5. No Control Over Unrelated Information.** No provision of the Agreement shall be construed so as to give OMAFRA any control whatsoever over the Recipient's

documentation or information that is not related to the Project or to the expenditure of Funds.

- 7.6. **Auditor General.** For greater certainty, OMAFRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

#### **ARTICLE 8. CREDIT**

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

#### **ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

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

#### **ARTICLE 10. INDEMNITY**

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

#### **ARTICLE 11. INSURANCE**

- 11.1. **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property

damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy shall include the following:

- i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- ii) a cross-liability clause;
- iii) products and completed operations liability
- iv) contractual liability coverage;
- v) tenants legal liability (for premises/building leases only)
- vi) non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles
- vii) a valid WSIB Clearance Certificate, or employers Liability and Voluntary Compensation, whichever applies
- viii) 30 day written notice of cancellation, termination or material change.

11.2. **Proof of Insurance.** The Recipient shall provide OMAFRA with certificates of insurance or other proof as may be requested by OMAFRA, that confirms the insurance coverage as provided for in section 11.1. Upon the request of OMAFRA, the Recipient shall make available to OMAFRA a copy of each insurance policy.

## ARTICLE 12. TERMINATION ON NOTICE

12.1. **Termination on Notice.** OMAFRA may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.

12.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 12.1, OMAFRA may:

- a) cancel all further instalments of Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c) determine the Wind Down Costs, and:
  - i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to subsection 12.2(b); and/or
  - ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

#### **ARTICLE 13. TERMINATION WHERE NO APPROPRIATION**

- 13.1. **Termination Where No Appropriation.** If, as provided for in section 4.3, OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 13.1, OMAFRA may:
- a) cancel all further instalments of Funds;
- 13.3. **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, OMAFRA shall not provide additional Funds to the Recipient.

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

- 14.1. **Events of Default.** Each of the following events shall constitute an "Event of Default":
- a) in the opinion of OMAFRA the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with OMAFRA;
  - b) in the opinion of OMAFRA the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
    - i) carry out the Project;
    - ii) use or spend Funds; and/or
    - iii) provide Reports;
  - c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which OMAFRA provides the Funds;
  - d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - e) the Recipient ceases to operate and
  - f) an event of Force Majeure continues for a period of 60 days or more.
- 14.2. **Corrective Action.** If an Event of Default occurs OMAFRA may, at any time, take one or more of the following actions:

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

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

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

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

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

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

14.5. **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

**ARTICLE 15. FUNDS AT THE END OF A FUNDING YEAR**

15.1. **Funds at the End of a Funding Year.** Without limiting any rights of OMAFRA under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, OMAFRA may:

- a) demand the return to OMAFRA of the unspent Funds; or
- b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16. FUNDS UPON EXPIRY**

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

**ARTICLE 17. REPAYMENT**

17.1. **Debt Due.** If the Recipient owes any moneys, including any Funds, to OMAFRA, whether their return or repayment has been demanded by OMAFRA or not, such moneys shall be deemed to be a debt due and owing to OMAFRA by the Recipient, and the Recipient shall pay or return the amount to OMAFRA immediately unless OMAFRA directs otherwise.

17.2. **Interest Rate.** OMAFRA may charge the Recipient interest on any moneys owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3. **Cheque Payable To.** The Recipient shall pay any moneys owing to OMAFRA by cheque payable to the "Ontario Minister of Finance" and mailed to OMAFRA at the address provided in section 18.1.

**ARTICLE 18. NOTICE**

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

To OMAFRA:	To the Recipient:
Ministry of Agriculture, Food and Rural Affairs Rural Community Dev. Branch 1 Stone Road West, 4NW Guelph ON, N1G 4Y2 Attention: Manager Fax: 519-826-4336	The Corporation of the Municipality of Bayham 9344 Plank Road, P.O. Box 160 Straffordville, Ontario N0J 1Y0 Attention: Mr. Kyle Kruger, CAO Phone: 519-866-5521 Fax: 519-866-3884

	Otter Valley Chamber of Commerce P.O. Box 36 Port Burwell, Ontario N0J 1T0 Attention: Mr. Doug Lester, President Phone: 519-874-4477 Fax: 519-874-4477
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- 18.2. **Notice Given.** Notice shall be deemed to have been received:
- a) in the case of postage-prepaid mail, five (5) business days after such Notice is mailed; or
  - b) in the case of personal delivery or facsimile, one (1) business day after such Notice is received by the other Party.
- 18.3. **Postal Disruption.** Despite subsection 18.2(a), in the event of a postal disruption,
- a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

#### **ARTICLE 19. SEVERABILITY OF PROVISIONS**

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

#### **ARTICLE 20. WAIVER**

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

#### **ARTICLE 21. INDEPENDENT PARTIES**

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

#### **ARTICLE 22. ASSIGNMENT OF AGREEMENT OR FUNDS**

- 22.1. **No Assignment.** The Recipient shall not assign any part of the Agreement or any Funds without the prior written consent of OMAFRA which OMAFRA may, in its sole discretion, provide or withhold.
- 22.2. **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### **ARTICLE 23. GOVERNING LAW**

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

#### **ARTICLE 24. FURTHER ASSURANCES**

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

#### **ARTICLE 25. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 25.1. **Force Majeure Means.** For the purposes of the Agreement, "Force Majeure" means an event that is:
- a) beyond the reasonable control of a Party; and
  - b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.
- 25.2. **Force Majeure Includes.** Force Majeure includes:
- a) infectious diseases, war, riots and civil disorder;
  - b) storm, flood, earthquake or other severely adverse weather conditions;
  - c) confiscation or other similar action by government agencies;
  - d) lawful act by a public authority; and,
  - e) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 25.1.

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

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

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

**ARTICLE 26. SURVIVAL**

**26.1. Survival.** The provisions in Article 1, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports/reports), 7.2, 7.3,7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1,14.2 (c), (d), (e), (f) and (g), 14.4, Articles 16,17,18,19, 23, 27 and 28, and all cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 27. SCHEDULES**

**27.1. Schedules.** The Agreement includes the following schedules:

- a) Schedule A - Project Description;
- b) Schedule B – Budget and Project Cost Schedule;
- c) Schedule C – Claim Submission;
- d) Schedule D – Financial Assistance;
- e) Schedule E – Expenditure Forecast Report; and
- f) Schedule F – Final Report.

**ARTICLE 28. ENTIRE AGREEMENT**

**28.1. Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

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28.2. **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

**ARTICLE 29. COUNTERPARTS**

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

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Agriculture, Food and Rural Affairs

by:

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: Minister of Agriculture, Food and Rural Affairs

**RECIPIENT'S NAME:** The Corporation of the Municipality of Bayham  
by:

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title:

I/we have authority to bind the Recipient

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title:

I/we have authority to bind the Recipient

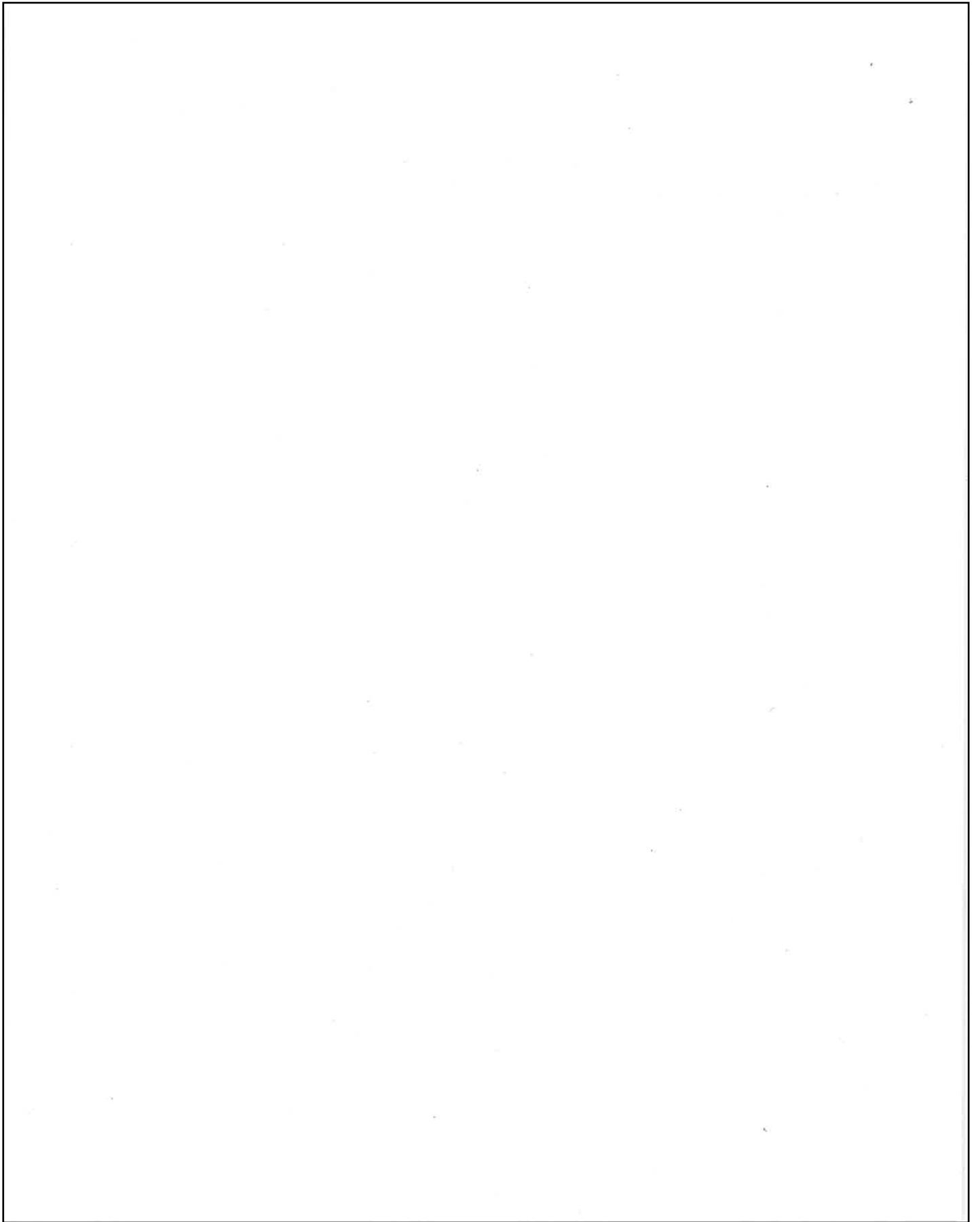
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**RECIPIENT'S NAME:** Otter Valley Chamber of Commerce  
by:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/we have authority to bind the Recipient



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**SCHEDULE "A"**

**PROJECT DESCRIPTION**

The Municipality of Bayham and Otter Valley Chamber of Commerce will undertake two studies to determine the market feasibility and the impact of a ferry service from Port Burwell in the Municipality of Bayham to Fairport Harbour, Ohio.

The Market Demand Study, Phase 1 will determine if there is sufficient economic benefit to the transportation industry for commercial ferry service between these two ports. The Impact Study, Phase 2, will undertake an evaluation of the economic, community and environmental impact as well as the effects of a terminal in Port Burwell and the connecting road links through settlement areas to Highway 401.



**SCHEDULE "B"**

**BUDGET (Total Eligible Costs)**

\* Total Eligible Costs (Budget) must equal Annual Total (Project Cost Schedule)

Description of Projected Expenditures	Approved Budget (\$)
1. Feasibility Study – Phase 1	\$40,000
2. Feasibility Study – Phase 2	\$120,000
3. Communications and Public Relations	\$25,000
4. Project Management	\$25,000
5. Project Administration	\$20,000
<b>Total Eligible Costs</b>	<b>\$230,000</b>

**Project Cost Schedule**

	Jan-Mar	Apr-Jun	Jul-Sep	Oct – Dec	Annual Total
<b>2009</b>		\$57,500	\$57,500	\$57,500	\$172,500
<b>2010</b>	\$57,500				\$57,500
<b>2011</b>					
<b>2012</b>					
				<b>Total</b>	<b>\$230,000</b>

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**SCHEDULE "C"**

**CLAIM SUBMISSION**

In accordance with terms of the Agreement, the Recipients shall provide to the Ministry a Claim Submission (as set out in Schedule "C" Parts 1 and 2), including original invoices and proofs of payment.

Claims for payment are considered to be incomplete without both parts attached.



Rural Economic Development Program

### Claim Submission Part 1 -Progress Report

File No.	Project Title:	
Claim No.	Period Covered:	Due Date:

**ACTIVITIES FOR THIS REPORT:**


**RESULTS**


**ISSUES WHICH MAY IMPACT ON THE PROJECT'S SUCCESS AND TIMING FOR COMPLETION?**


**SIGNATURE**

Project Representative:	Date:
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**SCHEDULE "D"**  
**FINANCIAL ASSISTANCE**

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<b>Total Eligible Costs:</b>	<b>\$230,000</b>
Ontario Maximum Financial Assistance:	\$115,000

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The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient's Final Performance Report detailing the progress and status of the Project and substantiating that the Project has been substantially performed. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

MINISTRY COLLABORATES WITH CLIENT ON AN APPROPRIATE PROJECT  
SCHEDULE

**SCHEDULE "E"**

**EXPENDITURE FORECAST REPORT**

Due Date:  
 Contact:  
 Fax #:

**Project Information:**

File #:	
Project Title:	
Project Completion Date:	

**Current Forecast:**

Total Approved Eligible Costs	Total eligible costs incurred from Project start until current quarter					Annual Total
		(Jan-Mar)	(Apr-Jun)	(Jul-Sep)	(Oct-Dec)	
2009						
2010						
2011						
2012						
<b>Forecasted Total</b>						

\*\* All figures above reflect the Total Eligible Project Costs, NOT the amount of RED funding to be received.

Please only complete the following section if the information above is no longer accurate

**RED Funding Transfer Request:**

Updated Project Completion Date:

Total Approved Eligible Costs	costs incurred from Project start until current quarter					Annual Total
		(Jan-Mar)	(Apr-Jun)	(Jul-Sep)	(Oct-Dec)	
2009						-
2010						-
2011						-
2012						-
<b>Forecasted Total</b>						-

Rationale MUST be provided for any requested funding allocation changes:

**IMPORTANT TO NOTE:**

- 1) If you agree with the "Current Forecast" (i.e. you expect to incur expenses as outlined in the current forecast), please sign the declaration below and return the spreadsheet by mail or fax. However, if your forecast of expenses has changed you must complete the "RED Funding Transfer Request" chart. Similarly, if you require an extension to the project completion date (refer to Project Information section) please provide the new date and the rationale in comment area provided. Once completed, please sign the declaration at the bottom of the spreadsheet and return by mail, fax or email.
- 2) All requests will be reviewed by RED program management. *Unless you receive written approval from your RED analyst, movement of funds across fiscal years or extending the project completion date is not permitted.* Your RED analyst with contact you with further details.
- 3) Costs should be entered based on the accrual accounting method. Therefore, costs should be entered in the quarter in which they were/are going to be incurred, not when they were/are going to be paid.
- 4) The "Forecasted Total" must not exceed the "Total Approved Eligible Costs."

**Declaration:**

I certify that the financial information contained within this report is true and accurate to the best of my knowledge. Costs related to our approved Rural Economic Development Program project will be incurred for the amount on the schedule as indicated above.

Please Print Name	Signature	Title	Date
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## **SCHEDULE "F"**

### **FINAL REPORT**

In accordance with Article 7 of the Agreement, Recipients must provide a Final Report which meets the requirements listed below.

On or before 90 days after the final claim has been submitted, a Final Report must be submitted to OMAFRA which shall include, but is not limited to:

- a) a detailed summary of the results of the Project achieved to the date of the Final Report including Performance Measures;
- b) the details of any variance from the Project (Schedule "A"), the Budget (Schedule "B") and/or the Project Schedule
- c) a final Financial Statement (including Declaration) showing all Eligible Costs incurred and paid; and

The format for the Final Report is attached.



**File:** [Click **here** and type File Number]  
**Date Approved:** [Click **here** and insert date approved]  
**Project Title:** [Click **here** and type Project title]  
**Recipient:** "[Click here for Recipient's Organization]"  
**Contact:** [List contact name & title]  
[List co-applicant's organization name]  
[List co-applicant's address]  
**Telephone:** "[List Recipient's phone number]"  
**Total Project Costs:** \$[Type Total Cost Amount]  
**Funding Approved:** \$[Type Total Amount approved ]  
**Start Date:** [Click **here** and insert start date]  
**End Date:** [Click **here** and insert end date]

### Section 1. Summary of Project and Results

**Detailed Results and Performance Measures**

The following table must be completed with the results of your project. Not all measures will be applicable to your Project (leave blank). Please use both qualitative measures (e.g. improvements made, awareness, efficiencies gained, etc.) and quantitative measures (e.g., number of activities/events, number of materials distributed, etc.) that demonstrate the impact of your project. Please include how you measured the results.

Project Deliverables	Short-Term Results or Outcomes	Long-Term Results or Outcomes	Measurement
Number of jobs created, retained or upgraded			
Amount of new investment in the community and/or the Ontario business climate			
Contributed to <u>revitalized</u> community or downtown			
Contributes to improved access to community health care services			
Contributes to skills training and/or enhancement			
Number of new alliances and/or partnerships			
Number of community groups involved or benefiting from your project			
Number of innovative products/services or technologies for rural Ontario			

Project Deliverables	Short-Term Results or Outcomes	Long-Term Results or Outcomes	Measurement
Number of tools, information and/or resources for rural economic development			
Number of barriers to economic development overcome			
Other measures			

# Financial Statement

Rural Economic Development Program

Project File # \_\_\_\_\_

For the period from \_\_\_\_\_ to \_\_\_\_\_

## Sources of Funds

Name/Organization	Amount
Partners	
1.	
2.	
3.	
4.	
Other private contributions	
1.	
2.	
Other public contributions	
1.	
2.	
RED Program	
Claim #	
Claim #	
Claim #	
Claim #	
10% Holdback	
Total sources of Funds	

## Uses of Funds

Line Item Expense	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Excess of Actual Spending over Budget (+/-)	
Total uses of Funds	



**Rural Economic Development Program**

**DECLARATION**

*We have reviewed and approved the attached financial statement for the Project, as it relates to those aspects which concern the our role, and hereby declare that to the best of our knowledge, during the period covered by the financial statements, we were not in breach or violation of any of the covenant contained in the Agreement.*

Signed by the Recipients and dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Insert Legal Name of Recipient

\_\_\_\_\_  
Insert name(s) \_ and title(s) of official signing]

**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**

**BY-LAW NUMBER 2009-110  
Being a By-law to Further Amend By-law 2006-003  
A By-law Establishing Governance and Structure  
for the Museums Bayham Board**

**WHEREAS** the Corporation of the Municipality of Bayham did by By-law 2006-003 establish a Board to be responsible for the maintenance, service, promotion and operation of the Port Burwell Marine Museum & Lighthouse and the Edison Museum of Vienna located in and under the jurisdiction of the municipality;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham did, by By-laws 2006-058 and 2008-042, amend By-law 2006-003;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham is desirous that By-law 2006-003 be further amended and approved by By-law;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Bayham enacts as follows:

1. **THAT** By-law 2006-003 under Schedule "A" Section 2, Mandate, be deleted as follows:

"The Edison Museum has been established to promote recognition of the extent and impact of Thomas Alva Edison, the inventor, on the local area, and world wide, by his many inventions and family artifacts on display, and promote and preserve the historical artifacts and records of the Bayham area and its inhabitants;" and replaced as follows with:

"The Edison Museum has been established to preserve, protect and promote the heritage of the people of the Bayham area and emphasize the "Canadian Connection" of the Vienna Edison family to Thomas Alva Edison, the Inventor, and recognize the extent and impact of his inventions worldwide."

2. **THAT** under Schedule "A", Section 2.1 be added as follows:

**"2.1 Vision**

The Vision for the Edison Museum of Vienna is to establish and manage an environmentally controlled community facility in which to carry out functions and programs, ensure the preservation of the collection, including heritage of Edison inventions and family artifacts for the benefit of the inhabitants of, and visitors to, the Vienna / Bayham area."

1. **THAT** in all other respects By-law 2006-003, as amended, be hereby confirmed and remains unchanged;
2. **THAT** this by-law shall come into force and take effect upon final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>TH</sup> DAY OF SEPTEMBER 2009**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



**THE CORPORATION OF THE  
MUNICIPALITY OF BAYHAM**

**BY-LAW NO. 2009-111  
A BY-LAW TO CONFIRM ALL ACTIONS OF  
THE COUNCIL OF THE CORPORATION OF  
THE MUNICIPALITY OF BAYHAM FOR THE  
REGULAR MEETING HELD SEPTEMBER 17, 2009**

**WHEREAS** under Section 5 (1) of the Municipal Act, 2001 S.O. 2001, Chapter 25, the powers of a municipal corporation are to be exercised by the Council of the municipality;

**AND WHEREAS** under Section 5 (3) of the Municipal Act, 2001, the powers of Council are to be exercised by by-law;

**AND WHEREAS** the Council of the Corporation of the Municipality of Bayham deems it advisable that the proceedings of the meeting be confirmed and adopted by by-law.

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF BAYHAM ENACTS AS FOLLOWS:**

1. **THAT** the actions of the Council of the Corporation of the Municipality of Bayham in respect of each recommendation and each motion and resolution passed and other action by the Council at the regular meeting held September 17, 2009 is hereby adopted and confirmed as if all proceedings were expressly embodied in this by-law.
2. **THAT** the Mayor and Clerk of the Corporation of the Municipality of Bayham are hereby authorized and directed to do all things necessary to give effect to the action of the Council including executing all documents and affixing the Corporate Seal.

**READ A FIRST, SECOND AND THIRD TIME and finally passed this 17<sup>th</sup> day of September 2009.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**