AGENDA
For the Regular Meeting of the
Council of the Municipality of West Grey
To be Held on Wednesday, September 7, 2016 at 10:00 a.m.
At the Council Chambers – West Grey Municipal Office

1. Call to Order                     10:00 a.m.
2. Moment of Reflection
3. Declarations of Pecuniary Interest & General Nature Thereof
4. Closed Session None
5. Matters Arising from the Closed Session – n/a
6. Public Meetings - None
7. Part I - Consent Agenda            10:05 a.m.
   (For the purpose of convenience and for expediting meetings, matters of business that are of repetitive or routine nature are included in the Consent Agenda, and all such matters of business contained in the Consent Agenda are voted on collectively. A particular matter of business may be singled out from the Consent Agenda for debate or for a separate vote upon the request on any Councillor. In the case of a separate vote, the excluded matter of business is severed from the Consent Agenda and only the remaining matters of business contained in the Consent Agenda are voted on collectively. Each and every matter of business contained in the Consent Agenda is recorded separately in the minutes of the meeting.)

Adoption of Minutes
(Only changes in the form or errors or omissions taken at a previous meeting may be made in adopting the Minutes. Other comments are out of order.)
Council:
A1 Minutes of Regular Council Meeting – August 18, 2016
   (attachment)
(2) September 7, 2016

Minutes of Committee of the Whole Meeting – August 29, 2016 (attachment)

Resolution Prepared – Minutes Be Adopted as Circulated

Committees:
A2 None
Other
A3 West Grey Health & Safety Committee – March 8, 2016 (previously submitted)
West Grey Health & Safety Committee – June 14, 2016 (draft) (attachment)
Elmwood Community Centre Board – July 19, 2016 (previously submitted)
Saugeen Municipal Airport Commission – July 20, 2016 (previously submitted)
Neustadt Business Group – July 26, 2016 (attachment)

Resolution Prepared – Minutes Be Received as Circulated

Award of Tenders
B1 None

Routine Department Reports
C1 Clerk – Report #CC 09/07/16 (attachment)

Miscellaneous Correspondence (For Information Only - Not Circulated but Available for Viewing at Meeting)
D1 Ontario Coalition for Better Child Care – request to designate October 26, 2016 as “Child Care Worker & Early Childhood Educator Appreciation Day”
D2 Town of Lakeshore – request for support for resolution re: Pan AM and Parapan AM Games

Future Committee Meetings
E1 West Grey Committee of Adjustment – September 12, 2016, 1:00 p.m., West Grey Municipal Office
E2 West Grey Committee of the Whole (Planning) Meeting – September 12, 2016, 1:30 p.m., West Grey Municipal Office

Part II - Regular Agenda

8. Communications from the Mayor and Council 10:10 a.m.
9. Delegations

Roger Cook, Manager, Saugeen Mobility and Regional Transit – presentation to Council (attachment)

Robert Hitchcock, Manager of Business Development, Abundant Solar Energy Inc. – re: proposed municipal solar ground mount and solar rooftop lease agreements (attachment)

10. Business Arising from the Previous Meeting

11. Staff Reports

Director of Finance/Treasurer - Report #FTR 09/07/16 (attachment)
Director of Infrastructure and Public Works – Report #DIPWR 09/07/16 (attachment)
Clerk – Report #CR 09/07/16 (attachment)
CAO/Deputy Clerk – Report #CR 09/07/16 (attachment)

12. By-Laws – First, Second & Third Readings

78-2016 A By-law to confirm the proceedings of the September 7, 2016 Council meeting (attachment)

13. New Business

14. Addendum

15. Notice of Motion/Direct Motions

(Notices of Motion shall consist of motions brought forward by individual members for the consideration of Council. The member shall read the proposed motion and shall present a copy of it in writing to the Clerk. The Clerk shall include the motion in the agenda of the next regular Council meeting under “New Business”. Direct Motions may be introduced under this section of the agenda with the consent of a 2/3 majority of Council. All such motions shall be introduced no later than one-half hour before curfew. It is the intent of Direct Motions to consider items which, due to time constraints, require the immediate attention of Council.)
16. **Closed Session** – Incomplete Items Only

17. **Matters Arising from Closed Session** – Incomplete Items Only

18. **Question Period** 12:25 p.m.
   (Inquiries during the question period shall be directed by the public and press to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Question Period as a whole is fifteen (15) minutes. Each inquiry made during the question period shall be recorded in the minutes and the minutes shall note whether the inquiry was answered or requires an answer at or before the next meeting.)

19. **Municipal Act – Notices - None**
   (Notices pursuant to Section 251 of the Municipal Act 2001, and in accordance with West Grey By-law No. 3-2003, are entered here for public notification purposes. Items listed will be placed on the next regularly scheduled meeting of the Council)

20. **Adjournment** 12:35 p.m.
   *Please Note: all times are approximate, and are subject to change.*
Summary of Resolutions
From Consent Agenda
September 7, 2016

The following resolutions will be individually left on the table for signatures by Council for a Mover and Seconder, as they will not be individually read at the Council Meeting, as there will be only one resolution read during the Council meeting to approve items A1 – C1 in the Consent Agenda.

Be it resolved that, the minutes of the Regular Meeting of the Council of the Municipality of West Grey, held on August 18, 2016, and the minutes of the Committee of the Whole Meeting of the Municipality of West Grey, held on August 29, 2016, be adopted, as printed;
Further that, the Minutes of the West Grey Committees – A2, be received, as circulated;
And further that, the Minutes of the Other Committees – A3, be received, as circulated.

Be it resolved that, the Council of the Municipality of West Grey hereby appoints the following individuals to the Canada 150/Ontario 150 Coordinating Committee:
Maureen Belanger, Robin Brown, Donna Clark, Ralph Clark, Tara Griffin, Helen Hopkins, Janice Norely, Joyce Nuhn, Mary Lou Pfeffer, Wayne Pfeffer, Susan Tremble, Heather Wright, Doug Hutchinson (council rep.)

Be it resolved that, the Council of the Municipality of West Grey hereby approves the following 2017 Council and Committee of the Whole Meeting dates:

<table>
<thead>
<tr>
<th>2017 Council Meeting Dates</th>
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<tbody>
<tr>
<td>Monday, January 9, 10:00 a.m.*</td>
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<tr>
<td>Monday, February 6, 10:00 a.m.</td>
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<td>Monday, March 6, 10:00 a.m.</td>
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<td>Monday, April 3, 10:00 a.m.</td>
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<td>Monday, May 1, 10:00 a.m.</td>
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<td>Monday, June 5, 10:00 a.m.</td>
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<td>Monday, July 3, 10:00 a.m.</td>
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<td>Wednesday, August 9, 10:00 a.m.</td>
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<td>Wednesday, Sept. 6, 10:00 a.m.</td>
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<td>Monday, October 2, 10:00 a.m.</td>
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<td>Monday, November 6, 10:00 a.m.</td>
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<td>Monday, December 4, 10:00 a.m.</td>
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*Closed sessions of morning Council meetings commence 9:00 a.m.
**Closed sessions of evening Council meetings commence 6:00 p.m.
Be it resolved that, the Council of the Municipality of West Grey hereby approves the following 2017 Committee of the Whole (Planning) Meeting dates: Monday, January 16*, Monday, February 13, Monday, March 13, Monday, April 10, Monday, May 8, Monday, June 5, Monday, July 10, Thursday, August 17, Monday, September 11, Tuesday, October 10, Monday, November 13, Monday, December 10.

(*All WGCOA meetings commence at 1:00 p.m.; and all WG COW (Planning) meetings commence at 1:30 p.m., unless noted otherwise in the Agenda)

Be it resolved that, the Council of the Municipality of West Grey hereby approves the following 2017 Special Committee of the Whole (2017 Budget) Meeting dates: October 24, 2016, 9:00 a.m.; November 21, 2016, 9:00 a.m., and December 19, 2016, 9:00 a.m.

Be it resolved that, the Council of the Municipality of West Grey hereby approves hiring an individual to assist on Saturdays at the Durham Landfill Site at an approximate cost of $100.00 per Saturday, as recommended by the Committee of the Whole.

Be it resolved that, the Council of the Municipality of West Grey hereby approves engaging the services of WSP Canada Inc., to conduct the soundness testing of the existing abutments of the Kennedy Bridge, at an approximate cost of $10,500.00, and upon the findings from the testing, bring a report back to Council to decide on next steps, as recommended by the Committee of the Whole.

Be it resolved that, the Council of the Municipality of West Grey hereby authorizes GSS Engineering to begin preparing the engineered drawings for the proposed Garafraxa Street 2017 OCIF Project, as recommended by the Committee of the Whole.

Be it resolved that, the Council of the Municipality of West Grey hereby approves the lease of a new CASE 580SN rubber tired backhoe in the amount of $1,231.71/month, based on a 5-year lease term, with a buy-out option after 5 years of $66,000, as recommended by the Committee of the Whole.
For the Regular Meeting of the
Council of the Municipality of West Grey
Held on Thursday, August 18, 2016 at 7:00 p.m.
At the Council Chambers – West Grey Municipal Office

Council
Mayor Kevin Eccles, Deputy Mayor John A. Bell, Councillor Bev Cutting, Councillor Doug Hutchinson, Councillor Carol Lawrence, Councillor Don B. Marshall, Councillor Rob Thompson

Staff
Mark Turner, Clerk; Brent Glasier, Director of Infrastructure and Public Works
Kerri Mighton, Director of Finance/Treasurer – during report

Moment of Reflection

Declarations of Pecuniary Interest and General Nature Thereof
– Councillor Lawrence declared a pecuniary interest relating to the “Request for Proposals (Real Estate Services) item contained in the Clerk – Report CR #08/18/2016, and By-law Number 75-2016, as her husband is a real estate agent. Councillor Lawrence left the Council Chambers during discussions relating to the “Request for Proposals (Real Estate Services), and did not discuss, or vote on, this matter. Councillor Lawrence did not discuss, or vote on, By-law Number 75-2016.

Councillor Thompson declared a pecuniary interest during the “Question Period” discussions relating to the parking issue in Ayton and enforcement by the West Grey Police Service, as Councillor Thompson is a former member of the West Grey Police Service. Councillor Thompson did not discuss, or vote on, this matter.

Closed Session - None
Matters Arising from the Closed Session – n/a
Public Meetings - None

Part I - Consent Agenda
Marshall-Cutting, Be it resolved that, Items A1 to C1 inclusive, contained in Part 1 – Consent Agenda, be adopted, as amended; And further that, authorization be given for the action to be taken as may be necessary to give effect to the recommendations contained therein. ... #284-16 Carried.
Adoption of Minutes
Council:
A1 Minutes of Regular Council Meeting – August 3, 2016
Minutes of Committee of the Whole (Planning) – August 8, 2016
Resolution Prepared – Minutes Be Adopted as Circulated
Committees:
A2 West Grey Committee of Adjustment – August 8, 2016 (draft)
Other
A3 West Grey Chamber of Commerce – May 2, 2016 & June 8, 2016
– resolution #285-16

Thompson-Bell, Be it resolved that, the minutes of the Regular Meeting of the Council of the Municipality of West Grey, held on August 3, 2016, and the minutes of the Committee of the Whole (Planning) Meeting of the Municipality of West Grey, held on August 8, 2016, be adopted, as amended and printed, respectively;
Further that, the Minutes of the West Grey Committees – A2, be received, as circulated;
And further that, the Minutes of the Other Committees – A3, be received, as circulated. ... #285-16 Carried.

Award of Tenders
B1 None

Routine Department Reports
C1 Director of Building Services/C.B.O. – Report #CBOC 08/18/16 (received for information)

Miscellaneous Correspondence (For Information Only - Not Circulated but Available for Viewing at Meeting)
D1 South East Grey Community Health Centre – request to proclaim the week of September 26-October 1, 2016 as “Community Health & Wellbeing Week”. (Mayor Eccles requested this item be lifted from “Miscellaneous Correspondence” and considered in the “Direct Motion” section of the Agenda. Council agreed to consider a “Direct Motion” - see resolution #302-16)

Future Committee Meetings
E1 West Grey Committee of the Whole – August 29, 2016, 9:00 a.m., West Grey Municipal Office
August 18, 2016

Part II - Regular Agenda

Communications from the Mayor and Council
Mayor Eccles, Deputy Mayor Bell, and Councillor Lawrence and Hutchinson, reported on past activities and events since the last regular meeting of Council, and on upcoming events and activities.

Delegations

Twan Peters, CEO/President, Eh!Tel Networks Inc.
Twan Peters, CEO/President, Eh!Tel Networks Inc., came before Council to discuss a proposed attachment to the Durham Water Tower.

Mr. Peters provided a brief history of Eh!Tel, noting their company was incorporated in 2010, with a focus on providing fibre to rural homes.

Mr. Peters indicated that approval for their attachment to the Durham Water Tower would result in increased bandwidth to meet demand in West Grey, and will be a launch pad for fibre to the home.

Council authorized the Director of Infrastructure and Public Works and CAO/Deputy Clerk to further discuss the proposal with Eh!Tel, and to verify any potential impacts on existing attachments/services.

Tony Lorenz
Tony Lorenz came before Council to discuss the shipping container at his property described as 137 Garafraxa St. N, Durham, as it relates to a property standards enforcement Order.

Mr. Lorenz noted he purchased the property approximately three years ago, and placed the shipping container on the property for storage purposes. Mr. Lorenz was unaware of the by-law restricting shipping containers, as he has seen other shipping containers in West Grey.

Mayor Eccles suggested if there is a way to enclose the shipping container. Mr. Lorenz noted he could fence the property.

The Clerk noted some of the issues relating to shipping containers, including the aesthetics of shipping container, setback requirements, what zones to approve the use of shipping containers if considered to be permitted by Council, and the requirement for a building permit if legalized by Council.
Council requested the issue of shipping containers to be discussed during the September 12, 2016 Committee of the Whole (Planning) Meeting. – resolution #286-16, #287-16

Bell-Thompson, Be it resolved that, the Council of the Municipality of West Grey hereby requests that the Order to remove the shipping container at 137 Garafraxa St. N., Durham, be stayed for a period of 60 days. ... #286-16 Carried. (The original resolution was amended by resolution #287-16 from “... a period of 45 days.”, to “... a period of 60 days.”)

Lawrence-Cutting, Be it resolved that, the Council of the Municipality of West Grey hereby amends resolution #286-16 to allow for a period of 60 days. ... #287-16 Carried.

Business Arising from the Previous Meeting - None

Staff Reports

Director of Finance/Treasurer - Report #FTR 08/18/16
Approval of Accounts, Voucher #15-2016 – resolution #288-16
Budget for Durham Library Move – resolution #289-16
Letter from the City of Quinte West re: Small Campgrounds (received for information)
Council Remuneration – month ended July 2016 (received for information)
3rd Quarter 2016 Mileage Reimbursement Rate (received for rate)

Cutting-Lawrence, Be it resolved that, the Director of Finance/Treasurer be authorized to pay the accounts presented as Voucher #15-2016 of the Municipality of West Grey, in the amount of $583,929.47. ... #288-16 Carried.

Lawrence-Cutting, Be it resolved that, the Council of the Municipality of West Grey hereby approves the expenses associated with moving the Durham Library Branch to a maximum of $30,000 net HST. ... #289-16 Carried.
Clerk – Report #CR 08/18/16
Overnight Camping at the Neustadt Lions Community Park (Council supported the proposal to place a “No Overnight Camping” sign at the Neustadt Lions Community Park. The Clerk will verify with the West Grey Police Service to determine if this is sufficient for enforcement purposes.)
Canteen Rental Agreement – Durham & District Community Centre – resolution #290-16
Durham Fitness Centre – resolution #291-16
Request for Proposals (Real Estate Services) (see By-law Number 75-2016)

Hutchinson-Bell, Be it resolved that, the Council of the Municipality of West Grey hereby approves a one year extension of the Durham & District Community Centre Canteen Rental Agreement with Denise Grove, based on the same terms and conditions contained in By-law Number 59-2014. ... #290-16 Carried.

Marshall-Cutting, Be it resolved that, the Council of the Municipality of West Grey hereby approves the request from the Durham Fitness Centre for the provision of West Grey Public Works staff and equipment to facilitate an upgrade to the Durham Fitness Centre grounds, and approves the trade/sale of certain fitness equipment. ... #291-16 Carried.

By-Laws – First, Second & Third Readings
70-2016 A By-law to rezone Part Lot 63, Concession 2, former Township of Normanby, to permit a Garden Suite for farm help for a temporary period not to exceed five years (Harris) – resolution #292-16
71-2016 A By-law to rezone Part of Lots 14 and 15, Concession 1, East of Garafraxa Road; Part of Divisions 2 and 3, Lot 27, Plan 500, Lot 1; Part of Park Lot 9, Part Lot 13, North Side of South Street, Lots 1 to 10; former Town of Durham (S & A Equipment Rentals Limited/Durham Stone & Paving) – resolution #293-16
72-2016 A By-law to rezone Concession 1 EGR, Div. 2, Part Lot 27, RP17R1175, Part 1, RP16R10215, Part 1, (483 Albert Street South), former Town of Durham (579575 Ontario Ltd.) – resolution #294-16
(6) August 18, 2016

73-2016 A By-law to license trailers in the Municipality of West Grey – resolution #295-16

74-2016 A By-law to rezone Part Lot 6, Concession 10, former Township of Bentinck, to permit a commercial kennel with a maximum of fifty (50) adult dogs (Kuepfer) – resolution #296-16 (Note: By-law Number 74-2016 was refused/not passed by Council.)

75-2016 A By-law to enter into a Real Estate Services Contract Agreement between the Municipality of West Grey and Glen G. Reay (Wilfred McIntee & Co. Ltd. Brokerage) – resolution #297-16

76-2016 A By-law to confirm the proceedings of the August 18, 2016 Council meeting – resolution #298-16

Thompson-Hutchinson, Be it resolved that, By-law Number 70-2016, being a By-law to rezone Part Lot 63, Concession 2, former Township of Normanby, to permit a Garden Suite for farm help for a temporary period not to exceed five years (Harris), be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #292-16 Carried.

Lawrence-Cutting, Be it resolved that, By-law Number 71-2016, being a By-law to rezone Part of Lots 14 and 15, Concession 1, East of Garafraxa Road; Part of Divisions 2 and 3, Lot 27, Plan 500, Lot 1; Part of Park Lot 9, Part Lot 13, North Side of South Street, Lots 1 to 10; former Town of Durham (S & A Equipment Rentals Limited/Durham Stone & Paving), be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #293-16 Carried.

Bell-Thompson, Be it resolved that, By-law Number 72-2016, being a By-law to rezone Concession 1 EGR, Div. 2, Part Lot 27, RP17R1175, Part 1, RP16R10215, Part 1, (483 Albert Street South), former Town of Durham (579575 Ontario Ltd.), be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #294-16 Carried.
Thompson-Hutchinson, Be it resolved that, By-law Number 73-2016, being a By-law to license trailers in the Municipality of West Grey, be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #295-16 Carried.

Bell-Thompson, Be it resolved that, By-law Number 74-2016, being a By-law to rezone Part Lot 6, Concession 10, former Township of Bentinck, to permit a commercial kennel with a maximum of fifty (50) adult dogs (Kuepfer), is hereby refused. ... #296-16 REFUSED.

Bell-Hutchinson, Be it resolved that, By-law Number 75-2016, being a By-law to enter into a Real Estate Services Contract Agreement between the Municipality of West Grey and Glen G. Reay (Wilfred McIntee & Co. Ltd. Brokerage), be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #297-16 Carried.

Marshall-Cutting, Be it resolved that, By-law Number 76-2016, being a By-law to confirm the proceedings of the August 18, 2016 Council meeting, be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #298-16 Carried.

New Business
Director of Infrastructure and Public Works – Report #08/18/2016 – resolution #299-16
Grey County – Niagara Escarpment Commission – see resolution #300-16
Bylaw Number 77-2016 – see resolution #301-16
Grey County Long Term Care (Mayor Eccles reported on a resolution passed during the July 5, 2016 Grey County Council meeting requesting staff to bring back a report to the Social Services Committee outlining further items for consideration relating to long-term care redevelopment in Grey County, including public-private partnership opportunities. (received for information)
(8) August 18, 2016

Addendum - None

Notice of Motion/Direct Motions
DIPW Report – resolution #299-16
Grey County – Niagara Escarpment Commission – resolution #300-16
Bylaw Number 77-2016 – resolution #301-16
South East Grey Community Health Centre – resolution #302-16

Thompson-Hutchinson, Be it resolved that, the Council of the Municipality of West Grey hereby authorizes the Director of Infrastructure and Public Works to submit bids up to a maximum limit of $35,000 plus taxes and a buyer’s premium of 7.5% for a single axle 2006 International truck currently on “Gov. Deals”, or similar truck. ... #299-16 Carried.

Bell-Thompson, WHEREAS the province has put forward proposed changes to the Niagara Escarpment Plan (NEP) as part of the overall Coordinated Land Use Plan Review, including proposed changes to the designations as well as proposed additions to the Niagara Escarpment Plan Area;
AND WHEREAS the consultation process to date has not provided enough information for municipalities and landowners to comment on the proposed changes and to fully understand the potential impacts that could result from the proposed changes;
AND WHEREAS the proposed changes and the proposed expansion to the Niagara Escarpment Plan will have a negative economic impact to municipalities;
AND WHEREAS municipalities are important partners in the implementation of land use planning and provincial policies;
AND WHEREAS municipalities already have official plans and zoning by-laws that are consistent with the Provincial Policy Statement which will ensure that the lands proposed to be added to the Niagara Escarpment Plan will be developed in an appropriate and sustainable manner;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of West Grey does not support the proposed changes or expansion to the Niagara Escarpment Plan until a collaborative consultation process has been completed, including more detailed mapping being provided to allow municipalities and landowners to better understand the proposed changes;
AND THAT the Municipality of West Grey requests an extension to the comment deadline of September 30th, 2016 until such time as a collaborative consultation process has been completed;
AND THAT the Municipality of West Grey is willing to work with the province and the Niagara Escarpment Commission on developing a more collaborative consultation process whereby municipalities are considered partners in the process;
AND THAT this motion be forwarded to the province and the Niagara Escarpment Commission as the Municipality of West Grey’s initial comments regarding the proposed changes and the proposed expansion to the Niagara Escarpment Plan.
... #300-16 Carried.

Marshall-Lawrence, Be it resolved that, By-law Number 77-2016, being a By-law to further amend By-law Number 133-2004, be now read a first, second and third time, passed and numbered and that the said by-law be signed by the Mayor and CAO/Deputy Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book. ... #301-16 Carried.

Cutting-Lawrence, WHEREAS Ontario must achieve the best possible health and wellbeing for everyone living in the province;
WHEREAS health is much more than the absence of illness; it is the complete state of physical, mental, spiritual and social wellbeing;
WHEREAS better health and wellbeing begins in our homes, in our schools, in our workplaces, and in the communities where we live;
WHEREAS treating people’s illnesses and sending them back to the same conditions that produced their sickness will only result in continued ill-health;
WHEREAS by ensuring better health and wellbeing for all, and by creating programs and services that improve the health of the entire community, we will ease pressures on our health care system and strengthen Medicare, one of our country’s finest achievements.
WHEREAS Ontario’s health providers, health agencies, Local Health Integration Networks and the provincial government must work towards a future without systemic barriers that prevent people from reaching their full health potential, a
future where everyone can make the choices that allow them to live a fulfilling life;
WHEREAS to achieve this future we need to shift Ontario’s fragmented sickness system to a Community Health and Wellbeing system that promotes the best possible health and wellbeing for everyone living in Ontario;
WHEREAS during the week of September 26th – October 1st, 2016, Canadians across the country will be spotlighting the importance of working better together to achieve a complete sense of health and wellbeing for all people and all communities in Ontario;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of West Grey does hereby proclaim the week of September 26th–October 1st, 2016 to be “Community Health and Wellbeing Week” in the Municipality of West Grey.

Dave Heuchan requested By-law Number 77-2016 be sent to the complainant. Mayor Eccles indicated he will communicate to the Chief and Deputy Chief as to the contents of the by-law, however, the Police Services Act does not permit the Mayor to give direction to police officers regarding operational matters.

Roy Diemert asked what is going to be done about the parking tickets that were issued by the West Grey Police Service for those that parked on the grass boulevard. Mayor Eccles indicated this matter is still being discussed at the West Grey Police Service as to whether or not the parking fines will be removed.

John Diemert asked how can a parking ticket be issued when there is no sign that indicates parking is not permitted. Mayor Eccles noted there are some roads, particularly rural roads, that signage cannot be placed due to costs.

Dave Heuchan asked what is the definition of harassment. Mayor Eccles indicated if there are witnesses and collaboration, then the West Grey Police Service can be contacted and they will deal with it.
Sheila Meyer asked if individuals who have already paid the parking fine will be reimbursed. Mayor Eccles indicated the fees paid for parking tickets cannot be reimbursed.

Jim Meyer asked if individuals can get a written document that individuals can park on the grass boulevard. Mayor Eccles responded that a copy of By-law Number 77-2016 can be provided to individuals.

Joe Murphy asked why the Centennial Hall parking lot was closed. Mayor Eccles stated that the whole area was licensed at the time, so they could not have vehicles moving in and out.

Bob Miller asked if the Province pays for damages to bees/bee hives caused by bears. The Clerk noted there is a program administered by the Ontario Ministry of Agriculture that provides for compensation for damage to bees/bee hives caused by bears.

Bob Miller asked if trailers in campgrounds will have to pay the West Grey trailer licensing fee. Mayor Eccles responded that the West Grey Trailer Licensing By-law exempts trailers in campgrounds from the provisions of the by-law. Bob Miller asked if trailer owners will have to apply for a zoning by-law amendment to permit trailers on weekends. Mayor Eccles indicated that these trailer owners would pay the trailer license fee that is provided for in the trailer licensing by-law.

**Municipal Act – Notices - None**

**Adjournment**

Hutchinson, Resolved that, we do now adjourn at 9:35 p.m., to meet again on September 7, 2016, 10:00 a.m., or at the call of the Mayor. Carried.

Kevin Eccles, Mayor

Larry C. Adams, CAO/Deputy Clerk
Municipality of West Grey Committee of the Whole
Held on Monday, August 29, 2016 at 9:00 a.m.
At the Council Chambers – West Grey Municipal Office

Council
Mayor Kevin Eccles, Deputy Mayor Bell, Councillor Bev Cutting, Councillor Doug Hutchinson, Councillor Carol Lawrence (left meeting at 12:33 p.m.), Councillor Don B. Marshall, Councillor Rob Thompson

Staff
Larry C. Adams, CAO/Deputy Clerk (left meeting at 1:55 p.m.); Mark Turner, Clerk; Kerri Mighton, Director of Finance/Treasurer Brent Glasier, Director of Infrastructure and Public Works – during report.
Tim Cook, Roads Supervisor, Steve Ayerhart, Utilities Supervisor – during Director of Infrastructure and Public Work Report.

Declarations of Pecuniary Interest and General Nature Thereof –
Deputy Mayor Bell declared a pecuniary interest relating to discussions on the proposed planning application for an expansion of the Hensall Co-op and grain handling facility in the Township of Southgate, as discussed during the West Grey Economic Development Committee item in the Agenda, as Deputy Mayor Bell conducts business with this organization. Deputy Mayor Bell did not participate in any discussion regarding same.

Closed Session
Lawrence-Marshall, Whereas, the Municipal Act, S.O. 2001, Section 239 (2), authorizes Councils of municipalities to close to the public a meeting or part of a meeting for dealing with certain subject matters,
Now therefore be it resolved that, the Committee of the Whole of the Municipality of West Grey, does now go into a closed session of Council at 9:08 a.m., with the CAO/Deputy Clerk, Clerk, Director of Infrastructure and Public Works, and Director of Finance/Treasurer, to discuss items which relate to a proposed or pending acquisition or disposition of land for municipal or local board purposes; labour relations or employee negotiations; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and the receiving of advice that is subject to solicitor-client privilege. . ... #COW 57-16 Carried.

Hutchinson-Thompson, Be it resolved that, the Committee of the Whole hereby returns to Open Session at 10:21 a.m.
... #COW 58-16 Carried.
Matters Arising from the Closed Session – n/a
Public Meetings - None
Delegations - None
Business Arising From Previous Meeting – n/a

Staff Reports

Director of Infrastructure and Public Works – Report COW #08/29/16
Road Supervisor’s Report - Staff have been busy setting up traffic counters in all three patrols to conduct counts on approx. 360 road sections. This will take approx. 5 weeks to complete. Staff have been spot grading rough areas on Rural roads. All 3 patrols have been ditching and removing high shoulder on hard top roads. Contractor Dalton Lowe has been crushing in the Glenelg pit, maintenance gravel scheduled to begin Sept 6/16. 1992 John Deere loader #L01B is in need of repairs. (fan hub bearings & steering cylinders leaking) (received for information)
Utility Supervisor’s Urban Report - Staff busy painting hydrants in Durham, watering flowers and cold patching. Issue with booster pump at Durham booster station VFP (variable frequency pump) needs replaced. Summer Students - One student is done Friday, August 26th and the second student is finished Friday, September 2nd, looking to hire another person to water flowers for another month (received for information)
Heritage Walkway Bridge (Durham Trestle Bridge) – resolution #COW 59-16
RealTerm LED Lighting Contract - The contractor, TM3, has completed the installation of all LED lights in Durham, Neustadt and Elmwood with the exception of working around high voltage lines and the Durham decorative park lights. In discussions with a RealTerm rep, this work is expected to be completed sometime next week. (received for information)
Durham Land Fill Recycling and Staff – resolution #COW 60-16
2016 Bridge Work - Owen King Ltd has completed the tendered work to Structure #57 on Concession 12, Structure #64 Side Road 5 and Structure #65 on Concession 6 of Normanby. The original approved tendered work was valued at $225,207. The final amount paid for work completed was $195,647 which is approx. $30,000 under tendered amount. (received for information)
Structure 188 on Side Road 25 of Normanby - The bridge located on Sd.Rd.25 has been closed since June of 2015 due to an incident that resulted in the curb on the east side of the bridge being completed removed thus exposing a road
hazard. The Municipality tendered for replacement of this structure but the costs exceeded what the Municipality was prepared to accept. As a possible solution, the Director recommends using the existing concrete blocks to be placed along the side where the curb had been removed to act as curbing along with some modest end protection. This work can be completed by West Grey municipal staff and equipment. The Department would track time and materials and bill the individual responsible for the initial damage. Opening the bridge allows the Director to include this structure in the road and bridge rationalization study. The study will suggest whether the bridge should be considered closed in the future or be replaced. (The Director of Infrastructure and Public Works will proceed with the proposed work.)

Kennedy Bridge - resolution #COW 61-16
Garafraxa Street - Ontario Communities Improvement Fund (OCIF) - resolution #COW 62-16
Rubber Tired Backhoe Request For Proposal - resolution #COW 63-16

The Director of Infrastructure and Public Works also reported on the purchase of 2006 International single axle truck at an approximate cost of $31,600 plus taxes.

Hutchinson-Lawrence, Resolved that, the Committee of the Whole hereby recommends Council submit an Ontario 150 Community Capital Program grant application for the replacement of the Heritage Walkway Bridge (Durham Trestle Bridge) using a wood design, at an estimated replacement cost of $300,000.00, with this project earmarked for the 2017 Public Works budget. ... #COW 59-16 Carried.

Thompson-Bell, Resolved that, the Committee of the Whole hereby recommends Council hire an individual to assist on Saturdays at the Durham Landfill Site at an approximate cost of $100.00 per Saturday. ... #COW 60-16 Carried.

Bell-Thompson, Resolved that, the Committee of the Whole hereby recommends Council engage the services of WSP Canada Inc., to conduct the soundness testing of the existing abutments of the Kennedy Bridge, at an approximate cost of $10,500.00, and upon the findings from the testing, bring a report back to Council to decide on next steps. ... #COW 61-16 Carried.

Hutchinson-Cutting, Resolved that, the Committee of the Whole hereby recommends Council authorize GSS Engineering to begin preparing the engineered drawings for the proposed Garafraxa Street 2017 OCIF Project. ... #COW 62-16 Carried.
Bell-Lawrence, Resolved that, the Committee of the Whole hereby recommends Council approve the lease of a new CASE 580SN rubber tired backhoe in the amount of $1,231.71/month, based on a 5-year lease term, with a buy-out option after 5 years of $66,000. ... #COW 63-16 Carried.

The Committee of the Whole temporarily adjourned for lunch at 12:33 p.m., and reconvened at 1:17 p.m.

Director of Finance/Treasurer – Report COW #08/29/16
Canada 150/Ontario 150 Celebrations – resolution #COW 64-16 (The Committee of the requested staff bring forward a resolution for consideration during the September 7, 2016 Council meeting to appoint Canada 150/Ontario 150 Coordinating Committee members.)

Cutting-Bell, Resolved that, the Committee of the Whole hereby recommends Council allocate $25,000 towards Canada 150/Ontario 150 celebrations. ... COW 64-16 Carried.

Clerk – Report COW #08/29/16
Proposed 2017 Council Meeting Dates and Committee of Adjustment/Committee of the Whole (Planning) Meeting Dates (The Committee of the Whole recommended changing the proposed February 27, 2017 Committee of the Whole meeting to March 6, 2016, 1:00 p.m.)
Special Committee of the Whole (2017 Budget) Meeting Dates (The Committee of the Whole recommended the October 24, 9:00 a.m., November 21, 9:00 a.m., and December 19, 9:00 a.m. as Special Committee of the Whole (2017 Budget) Meeting dates.)
Dietrich Engineering Limited - Dietrich Engineering Limited has provided a copy of their Engineer’s Preliminary Report issued to the Town of Minto for Municipal Drain 116 located at Part Lot 36, Concession 18, Town of Minto, and Part Lots 6 & 7, Concession 4, former Township of Normanby, Municipality of West Grey. The attached “Schedule for Assessment For Construction” assesses the Municipality of West Grey in the amount of $13,148, and the Town of Minto in the amount of $13,148, respecting the Minto-Normanby Townline. (received for information)

Reports/Minutes from Committees/Committee Chairs/Council Representatives
1) West Grey Economic Development Committee

Councillor Thompson reported the Committee met on September 22. Plans for a Job Fair/Community Event are underway, and a two person float/raft was purchased for a prize draw during the Job Fair. The Committee is working on plans to promote campgrounds in the municipality. The Committee is considering purchasing cloth bags as promotional items.

Mayor Eccles reported on a proposed zoning by-law and official plan amendment submitted to the Township of Southgate, and an official plan amendment submitted to the County of Grey for a proposed expansion of the Hensall Co-op and grain handling facility in Southgate. Mayor Eccles noted the expansion would benefit West Grey as well, and suggested West Grey may wish to comment on these applications. Committee members noted the municipality does not typically comment on planning applications for other municipalities. Committee members requested the Clerk to provide information on these planning applications in the Clerks’ Report for the September 7, 2016 Council meeting.

2) West Grey Parks Committee

Councillor Cutting reported the bridge baskets and planters are in good shape, and noted new planters were added at the west, south and north ends of Durham, as well as new benches placed along the main street of Durham. Planting will ensue in the Fall at the Neustadt and Durham entrance signs. The Committee has completed their work on part of the Durham trail system the Committee committed to work on. The Parks Committee would like thank-you letters sent to those individuals who provided in-kind donations.

Councillor Cutting presented sketches for a proposed new sign for the Riverside Park and another directional sign. The Committee will proceed with completion of these signs as they are already budgeted for.

Councillor Cutting presented a sketch for a new directory sign at the Neustadt Lions Park directory sign, and will provide a final sketch for consideration in the future by Council. The hanging bridge baskets and planters in Neustadt are in good shape. The benches on the main street
of Neustadt are well used, and three sets of garbage cans have been placed in downtown Neustadt, as well as a picnic table and bench. The planters in Neustadt will need to be replaced due to rotting. The Parks Committee has offered a place for the Neustadt Horticultural Society to establish a butterfly garden.

Councillor Cutting reported the Normanby Recreation Advisory Committee donated $1,000 towards bridge baskets, and the Committee requested a thank-you letter be sent to that Committee. Flowerbeds were prepared at the Ayton Centennial Hall for the Homecoming. The Parks Committee has recommended that West Grey hire a summer student for parks or public works to water and weed planting areas in Ayton and Elmwood.

Councillor Cutting reported the planters are looking good in Elmwood, and weeds were removed at the Elmwood Library building and baskets placed as well.

3) West Grey Recreation Advisory Committees

Councillor Thompson reported the Durham Recreation Advisory Committee has plans underway for a Home Expo in the Fall and a Christmas Event, with dates to be confirmed. The wading pool was closed last Friday.

The Committee of the Whole discussed a potential safety issue relating to the stairs to the wading pool. The Committee of the Whole requested the CAO/Deputy Clerk to check with the Durham Recreation Facilities Manager on potential options to address this matter.

The Committee of the Whole inquired about the status of the replacement of the light box, and the finishing around the basketball court and tennis courts, at the Durham Tennis Courts. There are two light bulbs out at the Durham Tennis Courts. The Committee of the Whole requested the CAO/Deputy Clerk to provide an update on this matter at the next Council meeting.

Reports/Minutes from Other Committees/Committee Chairs/Council Representatives

1) West Grey Public Library Board

Councillor Marshall reported the Board met last Wednesday, and discussed the proposed move to the new Durham Public Library building. The existing Durham Public Library building will close on October 2, and school children
may march the children’s book to the new Durham Public Library building location; October 8 is the scheduled moving date to the new Durham Public Library facility, and October 18 is the planned opening date. New blinds were ordered for the new Durham Public Library facility; wooden shelves are being moved out and cut down; a contractor is providing LED lights; the Board is applying to NextEra for grants; and the Lions Club may consider assisting with a children’s area project.

Councillor Marshall further reported the Elmwood Library situation was discussed, and the Board will try to improve on advertising the library. A double bookcase is being installed. The cost of installing a drop-box is quite costly, but other options are being considered. The Chief Librarian/CEO informed the Board that the E-readers were never used at the original library site, and are now over 8 years old. A number of books were proposed to be donated specifically to the Elmwood Library, but the Board determined these books should be donated for general circulation. The Board discussed the potential location for the Durham historical artifacts, however, there may not be sufficient room at the new library site – a group of individuals is looking for an alternate site for these records.

The Committee of the Whole requested the Board consider utilizing the drop-off box at the original Elmwood Public Library building. Councillor Marshall will mention this to the Board and Chief Librarian/CEO.

2) West Grey Police Services Board

Mayor Eccles reported interviews have commenced for the Police Chief position, with four individuals being interviewed. The consultant is working on a report respecting the possible amalgamation of the two police forces, and this report is to be completed no later than December 1, 2016. Two new police vehicles are in operation, and two older police vehicles were sold. There is no 2015 police contract settlement to date, and an arbitration date has not been set at this time. The Police Services Act is being reviewed.

3) Saugeen Municipal Airport Commission
   ➢ July 20, 2016 minutes

Mayor Eccles reported the Commission is considering alternative sources of revenue, such as ground mounted and rooftop solar projects at the Airport.
4) Saugeen Valley Conservation Authority Board of Directors

Deputy Mayor Bell reported the Board met last week, and reviewed a report that consolidated the policies and procedures of the Authority. There are two additional meetings planned to conduct further reviews of this report, and to determine any changes that should be made to the existing policies and procedures.

Mayor Eccles reported the horse park at the Saugeen Bluffs Campground is a great success.

5) Elmwood Community Centre Board – no report
   • July 19, 2016 minutes

6) Saugeen Mobility and Regional Transit Corporation (S.M.A.R.T.)

Deputy Mayor Bell reported on proposed changes to the municipal levy formula that would result in West Grey paying more for the SMART service, as levies would be partially based on kilometres, as well as on actual rides. The Clerk informed the Committee of the Whole that Roger Cook, SMART Manager, is attending as a delegation to the September 7, 2016 Council meeting.

7) West Grey Chamber of Commerce/Durham BIA/Neustadt Business Group

Councillor Thompson reported the Chamber will be determining the results of the Photo Contest. A membership drive will be held on September 21, with a BBQ taking place at the Ayton Centennial Hall. The Chamber has placed advertising signs in Normanby & Durham, and will be placing another advertising sign on the floor area of the Neustadt Arena. The Chamber is working on a map of area restaurants and other businesses.

Councillor Hutchinson reported the Durham BIA is considering the replacement of Christmas decorations on the main Street. The Neustadt Business Group is filing for a grant in conjunction with the Saugeen Economic Development Committee to start-up a downtown revitalization project; and is also filing for a Canada 150 celebration grant.
8) Elmwood Fire Department Joint Board of Management

Councillor Cutting reported the Board’s next meeting is scheduled for September 20, and 2017 budget discussions will take place, as well as long-term service award presentations being made.

9) Others

Deputy Mayor Bell reported the Joint Building Committee met last week, and John Acres, Chief Building Official, has announced his retirement effective September 30, 2016. Mr. Acres has indicated his willingness to mentor a new Chief Building Official for a period of six months after his retirement. Deputy Mayor Bell also presented West Grey building permit statistics for the past twelve months, and these statistics will be included in the September 7, 2016 Council Agenda.

New Business

The Committee of the Whole requested that a report from the By-law Enforcement Officer/Property Standards Officer be provided at a future Council or Committee of the Whole meeting.

Councillor Cutting confirmed that a West Grey float will be entered in the Durham Fall Fair Parade.

Councillor Cutting reported that the fourth meeting of the Community Liaison Committee for the East Durham Wind Energy Project is scheduled for October 19 at the Durham Arena, likely commencing at 6:00 p.m. Councillor Cutting indicated she will be requesting at least a 5th Community Liaison Committee meeting be scheduled as well, as there are still a number of questions posed by individuals that in her opinion are not being adequately answered by NextEra.

The Committee of the Whole requested the CAO/Deputy Clerk to bring back a Report for the September 7, 2016 Council meeting respecting the status of the engineers report for the original Elmwood Public Library Building, and the status of the proposed new contractor for the Lamlash Hall.
Adjournment
Cutting, Resolved that, the Committee of the Whole hereby adjourns at 4:03 p.m., to meet again on September 26, 2016, 9:00 a.m., or at the call of the Mayor. Carried.

Kevin Eccles, Mayor  Larry C. Adams, CAO/Deputy Clerk
MINUTES
WEST GREY HEALTH & SAFETY COMMITTEE
Tuesday, June 14th, 2016
Held at the West Grey Municipal Office
Committee Meeting Room

Present Members:
Phillip Schwartz, Fire Chief/EMO/Occupational Health & Safety;
Brent Glasier, Director of Infrastructure & Public Works;
Tim Cook, Public Works Road Supervisor;
Steve Mighton, Public Works Operator;
Alan Combe, Part Time Recreation Attendant;
Joyce Nuhn, Public Works Administrative Assistant

Call To Order
The meeting was called to order at 8:30 a.m.

Regrets
None

Declaration of Pecuniary Interest or the General Nature Thereof
None

Adoption of Previous Minutes
STEVE MIGHTON – TIM COOK, that the minutes of the last meeting held on March 8th, 2016 be adopted as circulated.

CARRIED

Amendment: Appointment of Joint Health & Safety Committee
- By-Law No. 50-2016 reviewed. Phil was not named so the by-law will need to be amended.

Welcome
- Brent Glasier, Director of Infrastructure & Public Works was welcomed to the Health & Safety Committee; replacing Ken Gould.
Business Arising From Minutes

- Phil and Joyce did not have the opportunity to review the "Operations Guidelines" for the various departments. We need to move forward with the training modules when new employees start with the Municipality. Recent placements with the Municipality; Brent Glasier, Director of Infrastructure & Public Works; Paul Porter, seasonal position with the Durham Patrol as Irv Hopkins is on sick leave and the Summer students require training.

- Health & Safety Award: Brent reported he tried implementing at his former workplace but difficult to recognize an individual(s) as safety needs to be addressed on a daily basis by all employees. Phil did not find any resources. Joyce contacted neighbouring municipalities by email (Grey Highlands, Hanover, Southgate, Chatsworth, South Bruce) and the County of Grey; and inquired with Jim Nuhn at Bruce Power. Response from Jim – They offer Tribute Points in recognition of what they have done. You collect points and redeem them for merchandise; South Bruce – nothing in place; Southgate – nothing in place but both mentioned they are very interested if West Grey comes up with a Health & Safety Award Policy. No further actions were deliberated.

- L&M Parking Lot – There is a 4’ elevation difference from the sidewalk to the parking lot. The wall is made of railway tiles. A railing is required as it is a safety requirement. West Grey maintains the sidewalk. It was recommended to find the survey bars to determine if the wall is on private or municipal property.

- Bentinck Shop – the electrical lighting was updated; fuel pump required new electrical cable. An electrical inspection was done and the work was approved.

Reports:

Inspection

- Phil reported inspection reports continue to be submitted monthly.
- Brent circulated a new template for Public Work Inspections. It was recommended that Brent could monitor the Public Work Departments inspection forms. All other departments Phil would continue to monitor. It was recommended to get a binder for Public Works workplace inspections for Brent.
- Discussion followed on the retention period to keep the inspection reports on file. Joyce will check the Municipalities Records – Retention Schedule By-Law.

Incident

- May 11th, 2016 – Chainsaw incident resulting with cut to finger; prevention measures – should have been pro-active and wore gloves.
May 17th, 2016 – Step Ladder kicked out while filling water tank on back of truck; no injury occurred; prevention measures – ensure ladder is properly placed. The ladder was replaced due to the fall; unsafe to reuse.

Brent provided an Investigation Form – “Draft Workplace Injury Report Form” for future use. It is mandatory to complete the paper work.

Discussed protocol when MOL (Ministry of Labour) is to be called in due to an injury: Loss of Consciousness; Excess Bleeding; Broken Bone (other than finger or toe); Death; Eye injury.

Other
None

Training

Ten (10) Public Works employees attended a recent chainsaw course. It was noted, an excellent instructor, hosted by County of Grey at the Ayton Grey County Yard.

Brent recommended that an “Employee Training Index” should be put in place reflecting what training staff has taken. Phil has in place for the Fire Department. When a template is put in place recognize when re-training or re-certification is required.

Brent circulated an index of SOP “Standard Operating Procedures” – Three (3) sections used in his previous workplace

1. Miscellaneous Index
2. Small Equipment Index
3. Large Equipment Index

Brent will follow up with the Public Works Employees to review the list; revise the procedures, removing or adding what isn’t or is relevant to West Grey.

It was noted that all departments should have their own “Standard Operating Procedures” in place (Administration; Library; Recreation; Fire; Public Works). DOG (Department Operating Guideline) is used by the Fire Department – should use the same headline for all departments.

The Health & Safety Policy Operating Guidelines is outdated; should be removed and noted that all departments have their own “Departmental Operating Guideline” that is job specific.

Steve recommended the headline should reference SOG – “Standard Operating Guidelines”

It was recommended that a function # could be incorporated with the SOP or SOG referencing a specific criteria such as: 100 (Admin); 200 (Maintenance); 300 (Equipment); 400 (Other); etc.

New Business

Phil attended a recent Grey/Bruce Health & Safety Alliance meeting. Some discussions related to Construction Projects; 1st Aid Training; Health & Safety Protocol; Phone/Cell contacts.
Removal of Dead Animal – Brent has SOP policy i.e. wear gloves and eye protection; use lime.

Brent inquired if WHMIS binders are in place. Brent has a checklist for these binders. Updates and replacement of outdated MDS reports must be kept current. It was recommended to review the data in each binder. An audit of current MDS is available.

Phil supplied catalogues for Health & Safety
- Ergotron Sit Less. Stand More
- Administrative Furnishings for Sit-Stand Workstations & Adjustable Desks
- Staples Advantage Facilities Managers Guide 2016 (Facilities Supplies; Cleaning & Maintenance Supplies; First Aid Supplies; Personnel Protection; other)

Next Meeting

- Meetings scheduled for 2016:
  - September 13th, 2016 at 8:30 a.m.
  - December 13th, 2016 @ 8:30 a.m.

Adjournment

- The meeting adjourned at 10:10 a.m.

Phillip Schwartz, Chairman

Joyce Nuhn, Recording Secretary
Neustadt Business Group Meeting

Tuesday, July 26, 2016 - Village Creations – 7:00 pm

Attending: Elaine Chalmers, Jamie Callan, Carol Dyck, Doug Hutchinson, Kathy Weber

Call to order - Doug Hutchinson

Approve minutes – Moved by Jamie, seconded by Kathy

Financial Report from Jamie –

- We have $700. In bank account from seven interested business giving $100 each.
- Made a list of shop owners who may want to give $100 to The Neustadt Business Group into the bank account. Hopefully more people will come forward with cheques for projects.

Stephanie Crilly, Lois Harris, Carol Dyck, Doug Hutchinson and Rose Austin will meet at Casino August 2, 2016 to start putting together a plan for an incentive program for new shops in Neustadt

Streetscape –

- because Ricardo is not here, we are not sure where the flag program is at.
- Flowers in Neustadt are beautiful this year
- Garbage cans are coming

Facebook and Tumblr are still going and more likes each week.

- Shop owners are to let Carol know if they want anything put on the sites
- Newsletter to let people know what we are doing?

Canada 150 meeting at Ayton Hall – August 10th.

- Brainstorming for who wants grants and how they could be used.
- Plaques for businesses is one idea from this committee
- Could have a barbecue next year to show the introduce the plaques

There is about $600 in the Tourism Committee Reserve Fund being held by West Grey Council which can be used for projects.

Bench for Grumpy will be worked on and we will probably do it by donation, as we did not have full committee approval of taking funds from the Tourism money.

Will work on pots for trees on the street

Carol will order items for fall decorating from Petra if people interested – no one shows interest yet

Next meeting – August 23 – Village Creations at 7:00 pm
Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Appointment of Members to the Canada 150/Ontario 150 Coordinating Committee
The Committee of the Whole recommended during the August 29, 2016 Committee of the Whole Meeting that Council appoint a Canada 150/Ontario 150 Coordinating Committee.

The following individuals will comprise this Committee: Maureen Belanger, Robin Brown, Donna Clark, Ralph Clark, Tara Griffin, Helen Hopkins, Janice Norely, Joyce Nuhn, Mary Lou Pfeffer, Wayne Pfeffer, Susan Tremble, Heather Wright, Doug Hutchinson (council rep.)

CC#1 Recommendation: That Council pass a resolution to appoint the aforementioned individuals to the Canada 150/Ontario 150 Coordinating Committee.

Recommendation from the August 29, 2016 Committee of the Whole Meeting re: 2017 Council and Committee of the Whole Meeting Dates
The Committee of the Whole recommended during the August 29, 2016 Committee of the Whole Meeting that Council approve the 2017 Council and Committee of the Whole Meeting dates, as attached. (attachment)

CC#2 Recommendation: That Council pass a resolution approving the proposed 2017 Council and Committee of the Whole meeting dates.

Recommendation from the August 29, 2016 Committee of the Whole Meeting re: 2017 Committee of the Whole (Planning) Meeting Dates
The Committee of the Whole recommended during the August 29, 2016 Committee of the Whole Meeting that Council approve the 2017
Committee of the Whole (Planning) Meeting dates, as attached. (attachment)

CC#3 Recommendation: That Council pass a resolution approving the proposed 2017 Committee of the Whole (Planning) meeting dates.

Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Special Committee of the Whole (2017 Budget) Meeting Dates
The Committee of the Whole recommended during the August 29, 2016 Committee of the Whole Meeting that Council approve the following Special Committee of the Whole (2017 Budget) Meeting dates: October 24, 2016, 9:00 a.m.; November 21, 2016, 9:00 a.m., and December 19, 2016, 9:00 a.m.

CC#4 Recommendation: That Council pass a resolution approving the proposed Special Committee of the Whole (2017 Budget) meeting dates.

Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Durham Landfill Site
The Committee of the Whole passed the following resolution during the August 29, 2016 Committee of the Whole Meeting:

“Thompson-Bell, Resolved that, the Committee of the Whole hereby recommends Council hire an individual to assist on Saturdays at the Durham Landfill Site at an approximate cost of $100.00 per Saturday. ... #COW 60-16 Carried.”

CC#5 Recommendation: That Council pass a resolution in support of the resolution by the Committee of the Whole.

Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Kennedy Bridge
The Committee of the Whole passed the following resolution during the August 29, 2016 Committee of the Whole Meeting:
“Bell-Thompson, Resolved that, the Committee of the Whole hereby recommends Council engage the services of WSP Canada Inc., to conduct the soundness testing of the existing abutments of the Kennedy Bridge, at an approximate cost of $10,500.00, and upon the findings from the testing, bring a report back to Council to decide on next steps. ... #COW 61-16 Carried.”

**CC#6 Recommendation: That Council pass a resolution in support of the resolution by the Committee of the Whole.**

**Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Garafraxa Street 2017 OCIF Project**
The Committee of the Whole passed the following resolution during the August 29, 2016 Committee of the Whole Meeting:

“Hutchinson-Cutting, Resolved that, the Committee of the Whole hereby recommends Council authorize GSS Engineering to begin preparing the engineered drawings for the proposed Garafraxa Street 2017 OCIF Project. ... #COW 62-16 Carried.”

**CC#7 Recommendation: That Council pass a resolution in support of the resolution by the Committee of the Whole.**

**Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Purchase of a Rubber Tired Backhoe**
The Committee of the Whole passed the following resolution during the August 29, 2016 Committee of the Whole Meeting:

“Bell-Lawrence, Resolved that, the Committee of the Whole hereby recommends Council approve the lease of a new CASE 580SN rubber tired backhoe in the amount of $1,231.71/month, based on a 5-year lease term, with a buy-out option after 5 years of $66,000. ... #COW 63-16 Carried.”

**CC#8 Recommendation: That Council pass a resolution in support of the resolution by the Committee of the Whole.**
Joint Building Department – Building Statistics – July 1, 2015 to June 30, 2016
The Joint Building Department (Municipality of West Grey, Municipality of Grey Highlands, and Township of Chatsworth) has provided building permit statistics for the period from July 1, 2016 to June 30, 2016. The Township of Southgate has since become a member municipality of the Joint Building Department. (attachment)

CC#9 Recommendation: For information purposes.

West Grey 2020 Action Plan
Decisions respecting this report should support the following Strategic Priorities and Goals identified in the approved West Grey 2020 Action Plan:

Strategic Priorities
Ensure the Financial Sustainability of the Municipality.
Pursue Economic Development in West Grey.
Enhance Efforts to Inform and Communicate.

Respectfully submitted:
Mark Turner, Clerk
2017 Council Meeting Dates

Monday, January 9, 10:00 a.m.*   Monday, January 18, 7:00 p.m.**
Monday, February 6, 10:00 a.m.   Monday, February 20, 7:00 p.m.
Monday, March 6, 10:00 a.m.   Monday, March 20, 7:00 p.m.
Monday, April 3, 10:00 a.m.   Monday, April 17, 7:00 p.m.
Monday, May 1, 10:00 a.m.  Monday, May 15, 7:00 p.m.
Monday, June 5, 10:00 a.m.  Monday, June 19, 7:00 p.m.
Monday, July 3, 10:00 a.m.  Monday, July 17, 7:00 p.m.
**Wednesday, August 9, 10:00 a.m.**  Monday, August 21, 7:00 p.m.
**Wednesday, Sept. 6, 10:00 a.m.**  Monday, September 18, 7:00 p.m.
Monday, October 2, 10:00 a.m.  Monday, October 16, 7:00 p.m.
Monday, November 6, 10:00 a.m.  Monday, November 20, 7:00 p.m.
Monday, December 4, 10:00 a.m.  Monday, December 18, 7:00 p.m.

*Closed sessions of morning Council meetings commence 9:00 a.m.
**Closed sessions of evening Council meetings commence 6:00 p.m.

2017 Committee of the Whole Meetings (last Monday of each month unless otherwise noted)
January 23, 9:00 a.m.  March 6, 1:00 p.m. (or after Council mtg.)
March 27, 9:00 a.m.   April 24, 9:00 a.m.
May 29, 9:00 a.m.    June 26, 9:00 a.m.
July 31, 9:00 a.m.   August 28, 9:00 a.m.
September 25, 9:00 a.m.  October 30, 9:00 a.m.
November 27, 9:00 a.m.  (No December 2017 C.O.W. Meeting)

2017 Annual Conferences:
Rural Ontario Municipalities of Ontario (ROMA) – January 29-31
Ontario Good Roads Association (OGRA) – February 26 – March 1
Ontario Small Urban Municipalities (OSUM) – May 2-5
Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) – June 11-14
Association of Municipalities of Ontario (AMO) – August 13-16
AMO Counties, Regions & Single-Tier (CRST) Municipalities Conference (on hiatus since 2014, 2017 undetermined)

2017 Municipal Office Holidays
New Years Day – Sunday, January 1 (Monday, January 2 – Holiday)
Good Friday – Friday, April 14
Victoria Day – Monday, May 22
Canada Day – Saturday, July 1 (Friday, June 30 – Holiday)
Civic Holiday – Monday, August 7
Labour Day – Monday, September 4
Thanksgiving Day – Monday, October 9
Christmas – Monday, December 25
Boxing Day – Tuesday, December 26
2017 West Grey Committee of Adjustment & Committee of the Whole (Planning) Meeting Dates

Monday, January 16*
Monday, February 13
Monday, March 13
Monday, April 10
Monday, May 8
Monday, June 5**
Monday, July 10

Thursday, August 17 (AMO – Aug. 13-16)

Monday, September 11

Tuesday, October 10***

Monday, November 13
Monday, December 10

*All WGCOA meetings commence at 1:00 p.m.; and all WG COW (Planning) meetings commence at 1:30 p.m., unless noted otherwise in the Agenda

**Clerk is away at 2017 AMCTO Annual Conference June 11-14, so earlier date provided for in June

***Monday, October 9 is Thanksgiving Holiday.
<table>
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<th>Building Services Statistical Year End Report</th>
<th>Grey Highlands</th>
<th>West Grey</th>
<th>Chatsworth</th>
<th>Southgate</th>
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<tr>
<td>Construction Value</td>
<td>$24,408,950.00</td>
<td>$22,677,225.00</td>
<td>$13,087,094.82</td>
<td>$2,127,000.00</td>
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<tr>
<td>Total number of Inspections completed</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Persons caught building without a permit</td>
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<tr>
<td>Building Permit Fees Collected</td>
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<td>$217,924.00</td>
<td>$144,082.60</td>
<td>$28,002.25</td>
<td>$637,971.91</td>
</tr>
</tbody>
</table>

**Staff Training**

In an effort to ensure that staff is current and up-to-date, all staff are afforded the opportunity to take training courses that are made available by outside associations and agencies such as the Ontario Building Officials Association. Training courses may be as short as a half day up to a week in duration. The following staff has taken advantage of this training opportunity.

- Karen Holt x 4
- Bev Fisher x 3
- Terry Veenstra x 1
- Deborra Crawford x 1
<table>
<thead>
<tr>
<th>Type of Permit</th>
<th>Number of Permits</th>
<th>Construction Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
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<tr>
<td>New homes</td>
<td>101</td>
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<tr>
<td>Additions</td>
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<td>$5,241,515.00</td>
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<td>Renovations</td>
<td>68</td>
<td>$2,230,600.00</td>
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<tr>
<td>Accessory</td>
<td>128</td>
<td>$3,885,800.00</td>
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<td><strong>Commercial</strong></td>
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<td></td>
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<tr>
<td>New Buildings</td>
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<td>Renovations</td>
<td>7</td>
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<tr>
<td><strong>Institutional</strong></td>
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<td></td>
</tr>
<tr>
<td>New Buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additions</td>
<td>2</td>
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</tr>
<tr>
<td>Renovations</td>
<td>7</td>
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</tr>
<tr>
<td><strong>Industrial</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Buildings</td>
<td>8</td>
<td>$638,700.00</td>
</tr>
<tr>
<td>Additions</td>
<td>4</td>
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<tr>
<td>Renovations</td>
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<td></td>
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<td>New Buildings</td>
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<td><strong>Septic Permits</strong></td>
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<tr>
<td>Septic Permits</td>
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<tr>
<td><strong>Demolitions</strong></td>
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<td><strong>Change of Use</strong></td>
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</tr>
<tr>
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<td>$5,000.00</td>
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<tr>
<td><strong>Revisions / Renewals</strong></td>
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<td></td>
</tr>
<tr>
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<tr>
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<td>838</td>
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</tr>
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</table>

 Permit Fees Charged: $637,971.91
MUNICIPALITY OF WEST GREY
YEAR END REPORT FOR PERIOD JULY 1, 2015 TO JUNE 30, 2016

<table>
<thead>
<tr>
<th>TYPE OF PERMIT</th>
<th>NO. OF PERMITS</th>
<th>CONSTRUCTION VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
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<tr>
<td>Additions</td>
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<td>Additions</td>
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<td>Renovations</td>
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<td>Change of Use</td>
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<tr>
<td>Revisions / Renewals</td>
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</tr>
<tr>
<td>Totals</td>
<td>256</td>
<td>$22,677,225.00</td>
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</tbody>
</table>

Permit Fees Charged $217,924.00
Saugeen Mobility and Regional Transit is your local specialized public transit partnership serving the mentally and physically challenged residents of Arran-Elderslie, Brockton, Chatsworth, Hanover, Huron-Kinloss, Kincardine, Saugeen Shores, Southgate and West Grey.

SMART provides safe, dependable transportation solutions to individuals and groups for medical appointments, employment opportunities, shopping and social outings.

After the sudden growth and attendant strains of 2014, 2015 was a busy but more stable year for SMART.

Ridership in 2015 totaled 33941 up 12.06% from 30287 rides in 2014. There were 26984 individual rides and 6957 group excursion rides.

User fees in 2015 totaled $369,385.85 up 43.6% from $257,261.39 in 2014. This increase was largely due to the individual user fee increase which took effect on January 1, 2015.

Overall operating expenses were $1,259,675 in 2015 compared to $1,193,727 in 2014 with a 2015 net operating deficit of $330,089 compared with $513,987 the year before.

The gross operating deficit for 2015 (total operating expenses less total user fees) was $890,273 or $26.23 per ride compared to $936,627 or $30.93 per ride in 2014 and $616,908 or $29.30 per ride in 2013. This deficit was funded by municipal contributions of $552,000 ($16.26 per ride) and MTO Gas Tax for Transit funding of $330,089 ($9.73 per ride). Donations and miscellaneous revenue account for the remainder.
SMART currently has a fleet of 24 vehicles and 22 drivers. Three vans were added to the fleet in 2015 while 2 vans and a large bus were deleted from the fleet.

Individual user fees are currently $2.00 plus $.50/km with a $7.50 minimum per ride. The first hour of waiting time is free; after that waiting time is charged at $18.00 per hour. Out of area rides or where a vehicle and driver are deemed to be ‘chartered’ are charged at $.50/km plus $18.00 per hour from the time the vehicle arrives at the client’s pick-up until the client is done with the vehicle. There are no ‘deadhead’ charges.

SMART’s minimum individual user fee of $7.50 is one of the highest in the province.

A ‘ride’ is defined as one person going from point ‘A’ to point ‘B’. A ‘return trip’ is 2 ‘rides’. As per AODA, each client may have a companion or attendant ride free of charge. Attendant/companion rides are counted as rides along with the client. As well, extra stops between destination points are counted as rides since there is a charge for them.

Please note that as a public transit service SMART is barred by legislation from restricting rides to clients for any reason including purpose, destination or number. As well, SMART has no authority to ‘means test’ its clients.

SMART is a registered Canadian charity. Donations are gratefully received and tax receipts are issued for all donations.

In the view of the Ontario Ministry of Transportation, public transit services are a municipal responsibility. The Government of Ontario, however, provides considerable funding to all transit systems in the province to support their operations through the Ministry of Transportation’s Dedicated Gas Tax Funds for Public Transportation Program. Funds under this program are paid early in the year based on population and ridership data from 2 years previous (2016 funding is based on 2014).
The Town of Hanover acts as SMART’s ‘Host Municipality’ for the purpose of receiving and holding ‘in trust’ this dedicated Gas Tax funding until such time as it is used for capital purchases, operational deficits or other projects deemed to be improvements to the transit service in accordance with MTO guidelines and criteria - the most fundamental of which is exceeding the ‘baseline’ local revenue number.

Like all transit systems, SMART has a ‘baseline revenue’ amount that must be exceeded by ‘local revenue’ in order to have access to the MTO Gas Tax Reserve Account. This revenue number was established in 2004 based on the average of expenditures over the three year period 2001-03 and is increased by 2% annually. For 2016, this ‘baseline’ amount is $467,395 and will increase to $476,743 for 2017.

In 2015, SMART received $429,658 from the MTO Gas Tax for Transit Program compared to $204,987 received in 2014 when the MTO ran what amounted to a half program.

SMART, however, was eligible to receive $607,073 based on its 2013 population and ridership data – leaving $177,415 ‘on the table’.

MTO funding under the Gas Tax for Transit Program is subject to a cap of 75% of local revenue – municipal funding, user fees, donations, etc.

For each funding cycle, the MTO makes two calculations for each transit service – the amount a service is eligible for (based on population and ridership) and the amount represented by the 75% local revenue cap. Each service then receives the LOWER of these two amounts.

The 2016 payment of $509,805 (based on 2014 local revenue of $679,740) has been received although SMART was eligible to receive $625,865. The 2017 payment could be as much as $697,190 based on 2015 local revenue of $929,586 but eligible funding may not actually be that high – a first at SMART.

Whether any federal transit funding will make its way to SMART is undetermined at this time.

local and personal since 1977
SMART is far more dependent on MTO Gas Tax funding for operational expenses than other comparable transit services. Over time this will leave fewer and fewer dollars available to replace vehicles. As the vehicle fleet ages it requires more frequent and more expensive repairs and becomes more prone to ‘in service’ breakdowns which affect both service to our clients and our reputation for being dependable.

Thus far, 2016 has been much like 2015 – busy but steady with total ridership to June 30 up .30% to 16280 rides versus 16232 in 2015.

Currently, West Grey has 225 registered clients.

In 2015, clients from West Grey took 4384 rides compared to 3658 rides in 2014, an increase of 19.85%. There were 1532 rides in 2013.

To June 30, 2016, clients from West Grey have taken 1920 rides, a decrease of 9.13% from 2113 rides in the first half of 2015.

SMART’s 2016 local revenue is expected to be about $925,000 of which $580,000 is to be provided by the 9 partner municipalities, $340,000 by users through user fees and $5,000 by donations and other miscellaneous revenue sources.

Operational expenses are budgeted to be $1,335,000.

The net operating deficit of $410,000 will be fully funded by the Gas Tax Reserve account.

In keeping with MTO methodology, municipal contributions are calculated annually with a 30% weighting applied to population and a 70% weighting applied to ridership. This overall contribution percentage or ‘share’ is then applied to the total municipal contribution to give the amount due from each municipality.
West Grey’s share of the 2016 municipal contribution is $83,158.08, up from $72,599.12 in 2015. West Grey’s ‘share’ increased about 5.9% to 14.34% from 13.54%. Previous years are shown below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$43,594.05</td>
<td>10.63%</td>
</tr>
<tr>
<td>2013</td>
<td>$33,827.29</td>
<td>9.02%</td>
</tr>
</tbody>
</table>

At $83,158.08, West Grey’s 2016 contribution amounts to approximately 1.1% of local taxation.

For local taxpayers, SMART represents a tremendous value when compared to other specialized public transit services. SMART serves a population of more than 77,000 which makes it one of 22 services in Ontario serving populations of 50,000 to 150,000. In 2014, these 22 services had operational expenses of $107,000 per vehicle while SMART had operational expenses of less than $50,000 per vehicle. (SMART was the only service with expenses less than $50,000 per vehicle.) On average, these 22 services received municipal funding for more than 72% of their 2014 operating expenses while SMART received about 35% (43.8% in 2015).

Municipal funding for these 22 services in 2014 amounted to $9.84 per capita compared to SMART’s municipal funding of $5.40 per capita ($7.10 in 2015).

For those who use and depend on SMART, this is a service that is highly valued. The service you provide through SMART helps to keep the most vulnerable members of your community independent, mobile and involved. Many studies have shown a direct link between mobility and good health, both physical and mental.

Medically related rides constitute an estimated 60% of the rides supplied by SMART and account for upwards of 80% of our vehicle dispatches. The remaining rides are for social outings and work related transportation.
Municipal services like SMART are not simply expenditures. They are investments in building communities. People no longer just live where they were raised or work; they live where they can find the ‘life’ balance they want. Public services, especially municipal services, are a large part of that equation. If the services they want (or need) are not available in a particular community, they will choose (or perhaps be forced) to live somewhere else where those services are available.

The population of Canada, especially in rural areas, is aging (as you no doubt know). There will only be increasing demand for this type of service over the next few decades. Luckily, the provincial government recognizes this fact and appears very interested in transportation issues, especially in rural areas.

According to statistics from the 2011 census, Bruce County had 20% of its population aged 65 or older. In Grey County, that percentage is about 21%. This compares to 14.6% for the Province of Ontario as a whole. The median age of the population is 47 years in Bruce and 47.3 years in Grey compared to 40.4 years provincially.

In response to these demographics, communities in Grey and Bruce have been adding a considerable number of new housing units for their aging residents. A safe, dependable and affordable transportation service for those residents is going to be a critical part of their quality of life and their being able to remain independent for as long as possible.

If you have further questions or comments regarding SMART, I can be reached at 519-881-2589 or by e-mail at roger@saugeenmobility.ca.
Hello Mark,

I hope all is well with you. This email follows Abundant Solar Energy’s Aug. 3rd delegation to council regarding potential solar leases for municipal properties in West Grey. Since Aug.3rd we’ve taken a high level look at 2 additional sites adding those to the lease proposal, and, have re-evaluated the potential system sizes for the roof tops. These updates have increased the annual and total 20 year lease payments to $51, 600 and $1,032,000 respectively should all sites considered be developed.

As you’re aware we will be fighting the clock to get all the work done in order to submit high quality application packages to the IESO as soon as the window opens (currently expected to occur in Oct). To that end we need to get through the following:

1) Please book us as a delegate for the next council meeting so we have a spot reserved anticipating we’ll move ahead and require council resolutions for the attached IESO forms.

2) Council to review the updated material/proposal. If the proposal is satisfactory, then a lease review should be started right away

3) Attend Sept council meeting to seek resolutions required to completed the IESO prescribed forms

4) Add resolution #s and signatures to IESO Prescribed Forms and return original inks documents to Abundant Solar Energy in 1st week of Oct

Attached you will find an updated solar lease proposal with 2 additional sites than we had previously proposed. Also attached are IESO prescribed forms which we require as part of the application packages. The IESO prescribed forms may differ for each site based on the type of project, Roof Top or Ground Mount. An IESO Prescribed Form list by site follows (all docs in attached West Grey MSR pdf):

<table>
<thead>
<tr>
<th>SITE</th>
<th>TYPE</th>
<th>IESO Prescribed Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>112102 Grey Road 3 Resolution Confirmation</td>
<td>Roof</td>
<td>(2) Municipal Council Support Resolution + Municipal Council Support</td>
</tr>
</tbody>
</table>
A Roof Top Lease and a Ground Mount Lease are also attached for review. We will be in touch shortly to review this email and discuss how to best walk through this process together.

Thank you for your continued attention and help – it is greatly appreciated!

All the best,
Rob (on behalf of Dave Grant)

Rob Hitchcock
Abundant Solar Energy
Business Development Manager
(m) 613-583-7822

ABUNDANT Solar Energy Inc.
Wednesday, August 24th, 2016

Mark Turner, Clerk, Municipality of West Grey
402813 Grey Rd 4, RR 2, Durham ON

RE: Solar PV leases for municipal properties – Updated Proposal with 2 additional sites

114079 Grey Rd 3
Bentinck, ON

451 Saddler Street West
Durham, ON

112102 Grey Rd 3
Normany, ON

210 Forler Street
Neustadt, ON

493632 Baptist Church Road
Priceville, ON

590 Park Street
Durham, ON

Dear Mark,

Ontario’s Energy mix is in transition and your interest in the Feed In Tariff program (FIT) for renewable energy generation identifies your organization as forward thinking as well as sustainability focused.

Thank you for considering Abundant Solar Energy for your PV solar plans. Abundant is proud to be the most successful contract award recipient in the last FIT4 procurement and we look forward to similar success on behalf of our partners in FIT5. We are happy to provide you with the following assessment for your solar generation potential.

For further clarity, the relationship we are proposing between Abundant Solar Energy (ASE) and the Municipality of West Grey will be that of tenant and Landlord. ASE will be leasing the roof and or acreage required to facilitate the proposed PV array. ASE will pay rent for the space required and will be responsible for all costs and fees with respect to the application, build, and operation of the array. Please review the attached lease for the specific responsibilities of both parties.

ASE will technically assess the area required for connection availability, shading, zoning and soil classification where required, and structural appropriateness. ASE will then be making application to the IESO in the FIT5 competitive procurement process in order to acquire a 20-year FIT contract for the power generation facility we propose to build and operate on your site.

The award of a FIT contract is a prerequisite to the building of the array, and thus to the triggering of rental payments to begin once the system is completed, and connected to the power grid.
We have made the following preliminary assessment of your sites at 114079 Grey Rd 3 in Bentinck, 451 Saddler Street West in Durham, 112102 Grey Rd 3 in Normanby, 210 Forler Street in Neustadt, 493632 Baptist Church Road in Priceville, and 590 Park Street in Durham:

<table>
<thead>
<tr>
<th>SITE</th>
<th>TYPE</th>
<th>SIZE (kW AC)</th>
<th>Annual Rent</th>
<th>Total Lease Rent (20 years)</th>
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<tbody>
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<td>Ground Mount</td>
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<td>$4,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>451 Saddler St. W.</td>
<td>Roof Top</td>
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<tr>
<td>112102 Grey Rd 3</td>
<td>Roof Top</td>
<td>320</td>
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<td>210 Forler St</td>
<td>Roof Top</td>
<td>270</td>
<td>$10,800</td>
<td>$216,000</td>
</tr>
<tr>
<td>493632 Baptist Church Rd</td>
<td>Ground Mount</td>
<td>500</td>
<td>$4,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>590 Park St</td>
<td>Ground Mount</td>
<td>500</td>
<td>$4,000</td>
<td>$80,000</td>
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<tr>
<td><strong>TOTALS</strong></td>
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<td><strong>2,080</strong></td>
<td><strong>$51,600</strong></td>
<td><strong>$1,032,000</strong></td>
</tr>
</tbody>
</table>

We are attaching an appendix herewith to confirm the address and appropriate building location for the proposed array. If there are any adjustments to be made with respect to the site or building location as identified, please let your field agent know and we will address accordingly on the lease appendix.

Thank you again for considering Abundant Solar Energy. This quotation will expire on Sept 30th, 2016.

Richard Lu  
Abundant Solar Energy Inc.  
900-2235 Sheppard Ave East  
Toronto, ON M2J 5B5  
Office: 416-494 9559
Appendix

114079 Grey Road 3
Bentinck, ON

451 Saddler Street West
Durham, ON
112102 Grey Road 3
Normanby, ON

210 Forler Street
Neustadt, ON
590 Park Street
Durham, ON

493632 Baptist Church Road
Durham, ON
SOLAR GROUND MOUNT LEASE

THIS LEASE dated the ________ day of ________, 2016 (the "Effective Date").

BETWEEN:

________________________________________________________

(the "Landlord")

-and-

________________________________________________________

(the "Tenant")

WHEREAS:

A. The Landlord is the owner of the lands having the municipal address and/or legal description more particularly described in SCHEDULE “A” (the “Property”) attached hereto;

B. The Landlord has agreed to lease to the Tenant a portion of the Property, being the area outlined on the plan attached hereto as SCHEDULE “B” (the “Premises”).

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. DEFINITIONS

In this Lease, the following terms shall have the following meanings:

"Affiliate" has the meaning ascribed thereto in the Business Corporations Act, (Ontario).

"Applicable Laws" means all present and future laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event including Environmental Laws (as defined herein) and the Occupational Health and Safety Act, 1990.

"Business Day" means a day on which banks are open for business in the City of Toronto, but does not include a Saturday, Sunday or holiday in the Province of Ontario.

“Commercial Operation” has the meaning prescribed to it in the FIT Contract.

"Commercial Operation Date" means the milestone date for Commercial Operation as defined in the FIT Contract.

"Environmental Attributes" means all Environmental Attributes as defined in the FIT Contract together with any and all current or future credits, benefits, emissions reductions, environmental air quality credits,
emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the Solar Energy System during the Term, in compliance with and to the extent permitted by Applicable Law or otherwise attributable to the generation, purchase, sale or use of energy from or by the Solar Energy System during the Term, howsoever entitled or named, resulting from the avoidance, reduction displacement or offset of the emission of any gas, chemical or other substance, including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon with particulate matter, soot or mercury (including emission reduction credits under regulation under the Environmental Protection Act or laws or regulations involving or administered by any Governmental Authority or entity given jurisdiction over a program involving transferability of Environmental Attributes.

“Environmental Laws” means all applicable federal, provincial and municipal or local laws, by-laws, rules, regulations, codes and judgments relating to the protection of the environment and public health and safety, and without restricting the generality of the foregoing, includes without limitation those Environmental Laws relating to the storage, transportation, treatment and disposal of Hazardous Substances, employee and product safety, and the emission, discharge, release or threatened release of Hazardous Substances into the air, surface, water, ground water, land surface, subsurface, strata, or any building or structure and, in each such case, as such Environmental Laws may be amended or supplemented from time to time.

"FIT Contract" means the feed-in tariff contract between the IESO and the Tenant, its successors and permitted assigns, awarded by the IESO for the solar power generation on ground mount installations under and in accordance with the terms of the FIT Program.

"FIT Program" means version 5 of the feed-in tariff program established by the IESO.

"Governmental Approval" means any approval, consent, franchise permit, certificate, resolution, concession, license, contract or authorization issued on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, provincial, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, board, commission, bureau, or other administrative, regulatory or judicial body of any such government, and includes transmission and local distribution utilities.

"Hazardous Material" means any contaminant, pollutant or hazardous substance that is likely to cause immediately, or at some future time, harm or degradation to the environment or risk to human health or safety, and without restricting the generality of the foregoing, includes without limitation any pollutant, contaminant, waste, hazardous waste, toxic substance, or dangerous good which is defined or identified in any Environmental Law, or which is present in the environment in such quantity or state that it contravenes Environmental Law.

"IESO" means the Independent Electricity System Operator (formerly, the Ontario Power Authority).

"Landlord's Address" means ____________________________________________________________

Email: ____________________________ Phone: ____________________________ Attention: __________

"Lease" refers to this solar ground mount lease for the Premises and the schedules attached hereto.

"Lender" means any lender providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Solar Energy System, whether that financing or refinancing takes the form [BLANK]
of private debt, public debt or any other form (including debt financing or refinancing provided to a member or other direct or indirect owner of the Tenant), including any equity and tax investor directly or indirectly providing financing or refinancing for the Solar Energy System or purchasing equity ownership interests of the Tenant and or/ its Affiliates, and any trustee or agent acting on their behalf and any person or entity providing interest rate or currency protection agreement to hedge any of the foregoing obligations, provided the Landlord has been given notice of the name and address for service of such Lender.

"Mortgagee" means a creditor of the Landlord who has registered a charge against title to the Property including all amendments, modifications, supplements, schedules and attachments to such charge.

"Person" means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, Governmental Authority, incorporated or unincorporated entity, or incorporated or unincorporated association of any nature.

"Permitted Uses" means the permitted uses of the Premises described in Section 3 of this Lease.

“Premises” means that certain area on the Property as more particularly depicted on SCHEDULE "B".

"Solar Energy System" means a system installed and operated by or on behalf of the Tenant for the conversion of solar energy at the Premises which includes any or all of the following equipment: solar panels, electrical cables, transformers, inverters, cabinets, meters, brackets and support structures, ballasts, transformers, connecting hardware and other electrical equipment.

"Tenant's Address" means 2235 Sheppard Ave. E., Suite 900, Atria II, Toronto, Ontario, M2J 5B5; T: (416) 668-2608, E: tracy.zheng@abundantsolarenergy.com Attention: Tracy Zheng.

2. LEASE OF PREMISES

In consideration of the rent, covenants and conditions contained herein, the Landlord hereby demises to the Tenant for the Term (as defined herein), and the Tenant hereby leases from the Landlord for the Term, the Premises together with one or more non-exclusive rights-of-way to be shared in common with the Landlord and other entitled thereto, in, over, under, across, from an nearest publicly traveled road to the Premises for the purpose of installing the Solar Energy System, including, without limitation,

(a) installing, operating, inspecting, maintaining, repairing, replacing and removing all equipment required to connect the Solar Energy System to a transformer and distribute the electricity generated by the Solar Energy System to the local distribution company;

(b) to construct or erect on, under or along the Property, access roads, utility wires, poles, cables, conduits, pipes and other apparatus required or desired by the Tenant in connection with the Tenant’s use of the Premises (the “Connecting Rights-of-Way”).

3. PERMITTED USES

(a) The Tenant shall be permitted to use the Premises for the following purposes: construct, install, maintain, operate, repair and replace, at Tenant's sole cost and expense the Solar Energy System under the FIT Contract for connection into an adjacent electrical grid or power lines owned and operated by a local utility (hereinafter called the “Operations”). The Tenant shall not make any
use of the Premises except in compliance with all Applicable Laws and in accordance with this Lease.

(b) A security fence consisting of chain link construction or similar but comparable construction may be placed within the Premises and Connecting Rights-of-Way at the discretion of the Tenant, and at the Tenant’s sole cost and expense, if it is necessary for reasons of security or safety.

(c) This Lease does not confer upon the Tenant any rights to any mineral, water, aggregate, or soil on the Property. The Landlord may extract these resources provided that, in so doing, there is no interference with the Tenant's rights in the Premises herein. Any topsoil displaced during borehole, foundation excavations or otherwise shall be stockpiled and not removed from the Property.

(d) The Landlord acknowledges and agrees that the Operations may be completed by the Tenant or one or more third parties authorized by the Tenant.

4. TERM & TERMINATION

(a) Term: The term of this Lease (the "Term") begins on the Effective Date and shall remain in effect for a period of twenty-five years (25) subject to earlier termination as set forth herein. Provided that the Solar Energy System has reached Commercial Operation and the Tenant is in good standing under the Lease, the Tenant shall have the option to renew this Lease for an additional five (5) year Term. In order to exercise the Tenant’s option, the Tenant shall notify the Landlord in writing of its intention no later than six (6) months prior to the end of the initial Term. Said renewal shall be upon the same terms and conditions set forth in this Lease.

(b) Early Termination by Landlord. Notwithstanding Section 4(a), if the Tenant defaults under this Lease and such default is not being diligently remedied within 30 days after the Landlord has given written notice of such default (Force Majeure excepted), the Landlord may terminate his Lease on 30 days’ further written notice. The Solar Energy System shall be removed from the Premises by the Tenant, at the Tenant’s sole cost and expense and the Premises shall be restored by the Tenants to its original conditions reasonable, wear and tear excepted, as soon as reasonably possible thereafter.

(c) Early Termination by Tenant: This Lease may be terminated at any time by the Tenant upon 30 days’ written notice to the Landlord if the Tenant determines, in its sole and unfettered discretion, that its ability to proceed to construct the Solar Energy System or generate or sell solar generated electricity becomes impaired or ceases to be economically viable or legal. If the Solar Energy System is installed at the time of termination, the Solar Energy System shall be removed from the Premises by the Tenant, at the Tenant’s sole expense and the Premises shall be restored by the Tenant to its original condition, reasonable wear and tear excepted, as soon as reasonably possible.

(d) Notwithstanding section 4(a), the Landlord or the Tenant may terminate this Lease effective as of the last date of the FIT Contract.

5. RENT

From and after Commercial Operation of the Solar Energy System, the Tenant shall pay rent for the Premises to the Landlord calculated as $8/kW AC of the Solar Energy System power capacity per annum,
plus HST (the “Rent”). Rent for the Premises will be paid in four (4) equal quarterly installments in advance.

6. SURVEY

The Landlord grants to the Tenant, at the Tenant’s sole cost and expense, the right to survey the Property and the Premises, or such part thereof as the Tenant may determine, by a licensed Ontario Land Surveyor who is a member of good standing of the Association of Ontario Land Surveyors.

7. TENANT’S SOLAR, ENVIRONMENTAL AND ACCESS RIGHTS

(a) Exclusive Solar Rights

(i) The Tenant shall have the sole and exclusive right to operate a solar power facility on the Property and to engage in the Permitted Uses on the Premises during the Term.

(ii) The Landlord covenants that neither the Landlord, nor any Affiliate of the Landlord shall knowingly undertake any action which materially adversely affects sunlight exposure at the Premises or which may cause a material decrease in the output or efficiency of the Solar Energy System or materially adversely impact its ability to generate electricity and revenue including, without limitation, blocking of sunlight to any solar panels.

(iii) If the Landlord becomes aware of or receives any notice that any third party plans or has made an application to undertake any action, erect any structure, plant any trees or engage in any activity in the vicinity of the Premises which could materially adversely affect sunlight exposure at the Premises or cause a material decrease in the output or efficiency of the Solar Energy System, the Landlord shall immediately forward a copy of such notice to the Tenant.

(b) Ownership of Environmental Attributes

(i) The Landlord acknowledges that the Tenant shall have all right, title and interest in and to all Environmental Attributes whether existing now or in the future, which may arise as a result of solar energy being procured from the Solar Energy System. If any Environmental Attributes are initially credited or paid to the Landlord, the Landlord will cause such Environmental Attributes to be transferred and assigned to the Tenant without delay.

(ii) The Landlord will use its best efforts to cooperate with the Tenant in the Tenant's efforts to meet the requirements for any certification, registration or reporting program relating to the Environmental Attributes.

(c) Access to Premises

(i) Throughout the Term, the Tenant, and its authorized representatives and agents, are granted an unrestricted right of access to the Premises including such rights of ingress, egress and regress, for the purposes of conducting the Operations. The Tenant shall use commercially reasonable efforts to minimize any interference with the business of the Landlord or other tenants of the Property. For greater certainty, the Tenant shall be granted all access necessary at the expiry of the Term to removal all of the Solar Energy System.
The Tenant shall have the right, from time to time, to request, and the Landlord shall, upon such request, demise to the Tenant, as part of the premises leased by the Tenant pursuant to this Lease, sufficient land or space in and around the Premises that can serve as a short-term staging area during the installation of, or any temporary or permanent removal or repair of the Solar Energy System (the "Staging Area"). The Tenant will specify with reasonable detail, the work to be done in the Staging Area and the requested length of time and such ancillary rights as may be necessary for such work in the Tenant’s written request. At the Landlord’s request, the Tenant shall take such measures as may be reasonably necessary to ensure that the Tenant’s use of the Staging Area will not materially interfere with the use of the Property. The Tenant shall not be liable for any increase in the Rent for the use of the Staging Area.

In connection with the Tenant's use of the Premises, the Tenant shall have the right, subject to compliance with all Applicable Laws and obtaining the Landlord's consent, which consent shall not to be unreasonably withheld, to trim, cut down and remove flora located on the Premises only to provide reasonable solar access.

8. TENANT'S COVENANTS

(a) Government Approvals. The Tenant covenants and agrees that it shall at its expense obtain and throughout the Term maintain all Government Approvals required to be obtained and maintained by the Tenant to enable the Tenant to perform the Operations.

(b) Compliance with Applicable Laws and Construction Standards. The Tenant covenants and agrees that it shall:

(i) comply with all Applicable Laws in its conduct of the Operations including in designing and installing the Solar Energy System;

(ii) install the Solar Energy System in a good and workmanlike manner using generally accepted construction standards of practice and material;

(iii) design and maintain the Solar Energy System in a manner consistent with generally accepted engineering and operating practices for the North American electric utility industry.

(c) Health and Safety. The Tenant covenants and agrees that it shall take all necessary and reasonable safety precautions with respect to the Operations so as to comply with Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) No Interference. The Tenant covenants and agrees that it shall use its best efforts to avoid interference with the Landlord’s access to the Property during the installation of the Solar Energy System.

(e) Engineering Reports. Prior to installing the Solar Energy System, at the request of the Landlord, the Tenant shall, at its own expense, provide the Landlord and all Mortgagees with a copy of the final design plan of the Solar Energy System.

(f) Liens. The Tenant covenants and agrees that it shall not cause, create, incur, assume or suffer to exist any mortgage, pledge, lien charge, security interest, encumbrance or claim of any nature
("Liens") with respect to the Premises or the Property other than as permitted in accordance with Section 10(c) (Leasehold Mortgage). If a Lien is so registered, the Tenant shall take whatever actions are necessary to have the Lien or encumbrance removed, including but not limited to the payment of any damages or money claimed, and shall otherwise indemnify the Landlord against any claims, liabilities, damages or costs resulting from such lien or interest.

(g) Environmental. The Tenant represents and warrants that the Tenant shall not use, store, dispose or release on or to the Premises or the Property or cause or permit to exist to be used, stored, disposed of or released on or to the Premises any Hazardous Material except in such quantities as may be required in its development of the Solar Energy System on the Premises and only if such use is in full compliance with all Applicable Laws. Should any claim or action be brought against the Landlord in connection with the Property with respect to any matter described herein, the Landlord shall immediately notify the Tenant and Tenant shall indemnify the Landlord from any and all costs the Landlord may incur in connection with such claim or action.

(h) Repair and Maintenance of Solar Energy System. The Tenant shall keep the Premises and the Solar Energy System in good condition and repair in accordance with industry standards, free of any debris that may interfere with other structures on the Premises or persons accessing same.

(i) Removal of Solar Energy System. No later than one (1) year before the expiration of the Lease, the Landlord may direct the Tenant to remove from the Premises, at the Tenant's sole expense, all or any part or parts of the Solar Energy System upon the expiration of this Lease. In the event of early termination of this Lease:

(i) the Landlord may direct the Tenant, by way of written notice delivered no later than the tenth (10th) Business Day after such early termination, to remove from the Premises, at the Tenant's sole cost and expense, all or part of the Solar Energy System; or

(ii) the Tenant may elect to remove from the Premises, at the Tenant's sole cost and expense, all or part of the Solar Energy System, such election to be communicated to the Landlord by way of written notice delivered no later than the tenth (10th) Business Day after such early termination.

Any such removal shall occur on a mutually convenient date but in no case later than 60 days after the expiration or earlier termination of this Lease and for such purpose, the Landlord shall be deemed to have granted the Tenant a licence to enter onto the Property and the Premises for such 60 day period and the Tenants and Landlord's Covenants pursuant to Section 7 and 8, respectively, shall remain in effect until the date of actual removal. Any part of the Solar Energy System not ordered by the Landlord to be removed or not removed by the Tenant in accordance with this subsection shall be deemed to be the personal property of the Landlord and may be disposed of and the Landlord agrees to indemnify, defend, hold harmless and compensate the Tenant for any losses, claims, liabilities or expenses arising out of or resulting from or relating to such parts of the Solar Energy System from and after the expiration or early termination of this Lease. Removal by the Tenant shall be done in a good and workmanlike manner and the Tenant shall, at its sole cost and expense, repair any damage caused by the removal of the Solar Energy System.

(j) Tenant's Advertising. The Tenant may, from time to time during the Term, at its sole cost and expense, erect, paint, display, maintain, alter, change or remove advertising signs on or near the Premises, all such signs to be dignified in appearance and to be approved in writing by the Landlord acting reasonably.
(k) **Repair to the Premises.** The Tenant shall, at its sole cost and expense, repair or refinish any damage to the Property where such damage is related to the Tenant.

(l) **Landlord's Rules.** The Tenant agrees to comply with all reasonable Property rules and regulations as may be provided from time to time by the Landlord to the Tenant and the Tenant will also cause its agents, employees, contractors, invitees and visitors to do so provided no such rules or regulations of the Premises shall materially and adversely affect the Tenant's rights or increase the Tenant's obligations under this Lease.

9. **LANDLORD'S COVENANTS**

(a) **Government Approvals.** The Landlord covenants and agrees that it shall assist the Tenant in obtaining and throughout the Term maintaining all Governmental Approvals required to be obtained and maintained to enable the Tenant to perform the Operations by providing any authorizations and information needed and signing applications for permits, local utility grid interconnection applications and rebate applications and processing. The Landlord shall ensure that any authorizations required of the Landlord are provided in a timely manner. The Tenant shall reimburse the Landlord for reasonable third party expenses incurred by the Landlord in complying with the foregoing and the Tenant agrees to indemnify, defend, hold harmless and compensate the Landlord for any losses, claims, liabilities or expenses arising out of or resulting from the Landlord's compliance with the foregoing, other than losses, claims, liabilities or expenses directly or indirectly attributable in whole or in part to the Landlord's negligence or wilful misconduct.

(b) **Compliance with Applicable Laws.** The Landlord covenants and agrees that it shall comply with all Applicable Laws in respect of its ownership and maintenance of and any other dealings with the Premises and in the performance of its obligations under this Lease, including, without limitation, Applicable Laws pertaining to the health and safety of persons and real and personal property.

(c) **Liens.** The Landlord covenants and agrees that it shall not cause, create, incur, assume or suffer to exist any Liens on or with respect to the Solar Energy System other than as permitted in accordance with Section 9(a) (Title to Property). If a Lien is so registered, the Landlord shall take whatever actions are necessary to have the Lien or encumbrance removed, including but not limited to the payment of any money claimed, and shall otherwise indemnify the Tenant against any claims, liabilities or costs resulting from such lien or interest. The Landlord shall indemnify and save harmless the Tenant from and against any liabilities, claims, liens, damages, costs or expenses, including legal expenses, arising with respect to the Solar Energy System.

(d) **Environmental.** The Landlord warrants to the Tenant that to the best of its knowledge no Hazardous Materials exist at, in or under the Premises or have been released or are in imminent threat of release at, on, in, to or from the Property. Should any claim or action be brought against the Landlord with respect to any matter described herein, Landlord shall immediately notify the Tenant and shall indemnify the Tenant from any and all costs the Tenant may incur in connection with such claim or action.

(e) **Repair and Maintenance of the Premises.** The Landlord shall keep the Premises free of any debris that may interfere with or cause harm to the Solar Energy System or persons accessing same. In the event that the Landlord's performance of its repair and maintenance obligations in respect of the Premises reasonably require the temporary disconnection or removal of or
interference with any part of the Solar Energy System (an "Interference") then the following shall apply:

(i) Landlord shall use its best efforts to ensure that:

A. except in the case of emergency, such Interference shall not occur during the period from the execution of a FIT Contract to the Commercial Operation Date if it would, in the Tenant's reasonable opinion, cause any delay to the Tenant's construction schedule for the Solar Energy System;

B. the duration of Interference is minimized to the greatest extent possible and, in any event, no more than 30 days;

C. to the extent possible, the Landlord's repair and maintenance work shall be scheduled so as to limit such Interference between sunset and sunrise;

D. to the extent possible, where such Interference is expected to last longer than 5 days, the Landlord's repair and maintenance work shall be scheduled as close as reasonably possible to the winter solstice;

E. the Landlord shall consult with the Tenant and shall plan and arrange its repair and maintenance work so that the duration of such Interference and cost and financial impact of such Interference on the Tenant are minimized to the greatest extent possible; and

F. the Landlord shall notify the Tenant immediately upon becoming aware of the potential for any Interference, and in any event, except in the case of emergency, provide the Tenant with no less than 20 days’ prior written notice of such Interference.

(ii) Where the Interference involves the removal of any part of the Solar Energy System:

A. the Landlord shall, to the extent possible if requested by the Tenant, make available suitable alternate premises for the relocation of same; and

B. following the Interference, the Tenant shall have the option of returning same to the original Premises or leaving same at the relocated premises.

(iii) Rent shall abate throughout the duration of such Interference.

(f) Utility Services. At the request of the Tenant, and at the Tenant's sole cost and expense, the Landlord shall provide the Tenant with access to such electricity, telephone and other utility services as are available to the Landlord at the Property for the purposes of installing, repairing, replacing and removing the Solar Energy System.

(g) Property Taxes. Any increase in property taxes levied against the Premises which is explicitly and exclusively due to the presence of the Solar Energy System shall be paid by the Tenant provided that in such event, the Tenant shall have the option to terminate the Lease and remove the Solar Energy System in accordance with Section 7(i) (Removal of Solar Energy System) if Tenant determines, in its discretion, that such costs are prohibitive. Except as set out in the preceding sentence, the Landlord shall pay all real property taxes and assessments levied against the
Property. If the Landlord fails to pay such taxes or assessments, then, in addition to its other rights and remedies, the Tenant shall have the right to pay such taxes or assessments and the cost thereof shall be reimbursed to the Tenant by the Landlord within 30 days. The Tenant may offset such cost against any amounts owed to the Landlord under this Lease.

(h) **Notice of Damage.** The Landlord shall promptly notify the Tenant of any matters it is aware of pertaining to any damage to or loss of the use of the Solar Energy System or that could reasonably be expected to adversely affect the Solar Energy System.

(i) **Waiver of Nuisance.** The Landlord has been informed by the Tenant and understands that the presence and operation of the Solar Energy System may potentially result in some nuisance to the Landlord and its tenants and invitees, such as higher noise levels that currently occur at, on or around the Premises and visual impact. The Landlord hereby accepts such nuisance and waives any right that the Landlord may have to object to such nuisance. The Landlord releases the Tenant from any claims the Landlord may have with respect to any such nuisance and covenants to use its best efforts to obtain, if requested by the Tenant, similar releases from the Landlord's other tenants on the Premises.

(j) **Quiet Enjoyment.** Throughout the Term, the Landlord covenants and agrees to provide the Tenant with quiet possession of the Premises. The Landlord shall not cause or permit others to interfere with or impair the quality of the solar power services being rendered by the Tenant from the Premises. The Landlord shall defend title to the Premises and the use and occupancy of the Premises against the claims of all others, except those claiming by or through the Tenant. The Landlord shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Premises, or the rights and/or obligations of the Tenant hereunder, without first obtaining the prior written consent of the Tenant, which consent shall not be unreasonably withheld.

(k) **HST Registration.** The Landlord covenants that it is or will become a registrant pursuant to the *Excise Tax Act* (Canada) and provide Tenant with its HST number upon reasonable request.

10. **REPRESENTATIONS AND WARRANTIES**

(a) **Title to Property.** The Landlord represents and warrants to the Tenant that it owns the Premises in fee simple or has been granted a valid and enforceable lease of the Property, has good and valid title to the Premises, and either has full power and authority to grant this Lease without the necessity of obtaining consent from any lessor, lienholder, mortgagee or other encumbrancer, or has obtained the consent of any such ground lessor, lienholder, mortgagee or other encumbrancer from whom consent is required. Landlord further covenants that there are no liens, judgments or impediments of title on the Property or affecting the Landlord's title to the same and there are no covenants, easements or restrictions which prevent the use of the Premises by the Tenant for the Operations.

(b) **Landlord Duly Authorized.** Each person executing this Lease on behalf of the Landlord represents and warrants that such person is duly and validly authorized to do so and that the Landlord has the full right and authority to enter into this Lease, perform all of its obligations hereunder and grant the interests herein granted.

(c) **Tenant Duly Authorized.** Each person executing this Lease on behalf of the Tenant represents and warrants that such person is duly and validly authorized to do so and that the Tenant has the full right and authority to enter into this Lease and perform all of its obligations hereunder.
(d) **No Fitness for Use Warranty.** The Landlord makes no warranty or representation concerning the condition of the Premises or any part thereof are suitable for the Operations and Tenant confirms that it has satisfied itself in connection therewith. The Tenant acknowledges and agrees that the Premises are being leased to the Tenant “as is”.

(e) **Ownership of Electricity Generated.** The parties acknowledge and agree that the Tenant is and shall be the exclusive owner of the electricity generated and distributed by the Solar Energy System.

11. **TENANT’S FINANCING**

(a) **Title to Solar Energy System.**

(i) Throughout the Term, the Tenant shall be the legal and beneficial owner of the Solar Energy System and all components thereof, all of which may be subject to security. The Solar Energy System shall not constitute fixtures, shall at all times remain the personal and movable property of the Tenant, and shall be removed by the Tenant, at the Tenant’s sole cost and expense upon expiration or termination of the Lease at which time, the Premises will be restored to its original condition, reasonable wear and tear excepted. Neither the Landlord nor the Landlord’s mortgagee (if any) nor any of their respective successors or assigns shall have ownership or other interest in any part of the Solar Energy System. The Solar Energy System shall retain the legal status of the Tenant's personal property or chattel, even though it may be attached to or be deemed a part of, or affixed to the Premises or Property.

(ii) Any Landlord mortgage, deed of trust or other security instrument acquired by the holder of any Landlord mortgage shall be a lien only on the Landlord's interest in and to the Property and shall not be a lien on or create a security interest in the Tenant's leasehold interest under this Lease or with respect to the Solar Energy System. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Solar Energy System as a fixture to the Property, the Landlord shall provide a disclaimer or release from such lienholder.

(iii) This Section 11 shall survive the termination or expiration of this Lease.

(b) **Non-Disturbance Agreement.** The Landlord shall obtain, at the Tenant's reasonable expense approved in advance, a non-disturbance and/or attornment agreement (as applicable) from any lessor and from the holder of every lien, mortgage or other encumbrance that affects the Property, which provides, on terms acceptable to the Tenant, acting reasonably, that the Tenant's possession of the Premises shall not be disturbed so long as the Tenant is not in default of this Lease beyond any applicable notice and cure periods and so long as the Tenant agrees to attorn to such ground lessor lienholder, mortgagee or other encumbrancer in respect of any Rent in the event that the Landlord defaults in respect of its obligations to such ground lessor, lienholder, mortgagee or other encumbrancer. The Landlord agrees to execute any further documents required in connection with such non-disturbance and/or attornment agreement. The Tenant shall provide a subordination and/or attornment agreement, in a reasonable industry standard form, to the Landlord’s mortgagees or lenders, as required, upon request and subject to the Tenant being provided with an acceptable non-disturbance agreement in return.

(c) **Leasehold Mortgage.**
The Tenant shall be entitled to assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust, or personal property security instrument) all or any portion of its right, title or interest under this Lease and/or in any part of the Solar Energy System (the "Leasehold Mortgage"). The Landlord hereby consents to the Leasehold Mortgage.

The Landlord shall enter into any reasonable consent, non-disturbance and/or tri-partite agreement with the Lender within 10 days following a request therefore, stating that the Landlord shall recognize the rights of the Lender and, if possession of the Solar Energy System is taken by the Lender, not disturb its possession of the Premises so long as no event of default exists under this Lease. From time to time the Landlord, within 10 days after written request from the Tenant or any Lender, shall execute and deliver an estoppel certificate, at the Tenant’s sole cost and expense, certifying the status of the Lease, the Tenant's and Landlord's performance thereunder, and any other matter reasonably requested by the Tenant or such Lender.

Should the Tenant notify the Landlord in writing that it has mortgaged any of its interest as provided above, the Landlord expressly agrees for the benefit of the Tenant and any Lenders, that:

A. the Lender, as collateral assignee, shall be entitled to exercise, in the place of the Tenant, any and all rights, benefits, obligations and remedies of the Tenant under this Lease;

B. the Lender shall have the right, but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of the Tenant hereunder or cause to be cured any default of the Tenant hereunder in the time and manner provided by the terms of this Lease;

C. upon the exercise of remedies under its security interest in the Solar Energy System, including any sale thereof by the Lender, the Lender shall give notice to the Landlord and all Mortgagees of the transferee or assignee of this Lease, and such exercise of remedies shall not constitute a default under this Lease;

D. upon any termination of this Lease by the Landlord prior to the expiry of the Term, at the request of the Lender made within 90 days of such termination, Landlord shall enter into a new lease with the Lender or its nominee or assignee having substantially the same terms and conditions as this Lease (the "New Lease"); and

E. the Landlord shall provide to the Lender a copy of any notice of default or termination provided by Landlord to the Tenant and the Lender shall have an additional period of 60 days beyond any grace period for such default specified in this Lease to cure such default on behalf of the Tenant. The Landlord hereby agrees that if a default occurs under the Leasehold Mortgage which entitles the Lender to enforce its security, and provided the Lender cures any Tenant breach or default, all rights, benefits and all obligations of the Tenant under the Lease shall enure to, and be binding on the Lender as if the Lender were the original Tenant under the Lease and the Lender may assign the Lease to a third party without the consent of the Landlord, and all rights and benefits of the Tenant
hereunder shall enure to the benefit of such third party, provided that such third party agrees to be bound by the terms of the Lease.

12. INSURANCE

(a) At all times during which the Tenant is conducting any activities on the Premises, and all times from and after the Commercial Operation Date, the Tenant shall, at its own cost and expense, obtain and maintain:

(i) commercial general liability insurance, including bodily injury and property damage coverage with minimum limits of $5,000,000.00 in the aggregate per annum; and

(ii) commercial all risk property insurance on the Solar Energy System in sufficient amounts to cover the reasonable replacement cost thereof.

The Tenant shall upon reasonable written request provide to the Landlord certificates evidencing such coverage. The Tenant's insurance policies shall include the Landlord as additional insureds.

(b) At all times during the term of this Lease, the Landlord shall, at its own cost and expense, maintain during the Term of this Lease insurance of a nature and size which is consistent with insurance procured and maintained by other landlords of premises similar to the Premises.

The Landlord shall upon reasonable written request provide to the Tenant certificates evidence such coverage. The Landlord's insurance policies shall include the Tenant as additional insureds.

13. INDEMNITY

(a) The Tenant acknowledges and agrees that the Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property at any time on or about the Property or any property owned by or being the responsibility of the Tenant on or about the Property, no matter how the same shall be caused save and except for the negligence or wilful misconduct or omission of the Landlord or those for whom it is in law responsible.

(b) The Tenant shall indemnify and save harmless the Landlord and its directors, officers, members and representatives from and against any and all claims, actions, damages, liabilities and expenses whatsoever, including lawyer’s and other professional fees, arising out of or as a result of: (1) any act, default, omission, breach, violation or non-performance of the terms, covenants and obligations of this Lease by the Tenant, its officers, agents, contractors, employees, subleases, licensees, or by anyone permitted by the Tenant to be on the Premises; (2) any act or omission of the Tenant on the Premises or elsewhere on or about the Property; and (3) any sickness, disease, injury to or death of any person, or damage to or destruction or loss of property or any other loss or injury whatsoever arising directly or indirectly from or out of the occupancy, installation, operation, maintenance or removal of the Solar Energy System or use by the Tenant of the Premises or any other part of the Property except as caused by the Landlord's negligence or wilful misconduct.

14. ASSIGNMENT

(a) After the Effective Date of this Lease, and without consent of the Tenant, the Landlord may subsequently sell, mortgage, transfer or lease the Premises to others and assign this Lease to any such transferee, provided that such sale, mortgage, lease or transfer by the Landlord shall be
subject to this Lease, as amended from time to time, and provided that such subsequent purchaser, mortgagee, transferee or lessee has agreed with the Tenant in writing to assume all of the Landlord's obligations under this Lease, as may be amended from time to time as set out in Section 15 (Rights upon Sale) herein.

(b) The Tenant shall have the right to assign this Lease or to sublease the Premises together with the Solar Energy System, without the prior written approval of the Landlord and the Tenant shall provide to the Landlord written notice of such assignment or sublease together with the assignee's or subtenant’s acknowledgement, as the case may be, as continuing tenant under the Lease.

15. DAMAGE TO PREMISES & EXPROPRIATION

(a) Should the Premises suffer substantial damage so that the Solar Energy System is no longer operable by reason of direct damage, loss of power or lack of access or unavailability of connection to electrical transmission or distribution facilities, then the Rent shall abate until the Premises is restored. If the Landlord, using reasonable diligence, is unable to restore the Premises within 240 days then the Tenant may terminate this Lease and Landlord shall refund any part of the Rent which has been paid for the period following the damage event, on a pro-rata basis.

(b) In the event the whole or any part of the Premises is taken by expropriation proceedings, the following applies:

(i) if the expropriation does not prevent or materially affect the Permitted Uses described in Section 3, as determined by the Tenant acting reasonably, the Lease shall not terminate but shall continue in force and effect as to that portion of the Premises, the Permitted Uses remain unaffected, the Parties shall enter into an amendment of the Lease to reflect any partial taking; and

(ii) if the expropriation proceedings render the Premises wholly unsuitable for the Permitted Uses, the Tenant will have the right to terminate this Lease effective the date of the expropriation and the parties shall be entitled to share in the expropriation award on the basis of the value of their respective interests and rights.

It is agreed that the Tenant shall have the right to participate in any settlement proceedings and that the Landlord shall not enter into any binding settlement agreement without the prior written consent of the Tenant, which consent shall not be unreasonably withheld.

The Landlord shall immediately notify the Tenant if it becomes aware of any expropriation proceedings or damage caused to the Premises including the Solar Energy System.

16. RIGHTS UPON SALE

Should the Landlord, at any time during the Term of this Lease, decide to sell all or any part of the Property to a purchaser, such sale shall be under and subject to this Lease and the Tenant's rights hereunder, and any sale by the Landlord of the portion of the Property affecting the Premises shall be subject to the rights of the Tenant in and to the Premises. Subject to the terms set out below, the Landlord may assign its rights under this Lease absolutely to a purchaser of the Property.

(a) If the Landlord intends to sell the Property, prior to completing the sale, it shall:
i. provide any purchaser with a copy of this Lease; and

ii. advise the Tenant of the identity and address of such potential purchaser.

(b) If the Landlord sells the Property, it shall be a condition of the closing of such sale that the purchaser must enter into an agreement with the Tenant, in a form satisfactory to the Tenant, in which:

i. the purchaser agrees with the Tenant to be bound by and to observe and perform all of the Landlord’s covenants contained in this Lease; and

ii. the purchaser agrees with the Tenant that the Tenant shall have the same remedies against the purchaser for the breach of any of the Landlord’s covenants contained in this Lease that the Tenant might have had against the Landlord had the Landlord not sold the Property to the purchaser.

(c) If the Landlord sells the Property, the Landlord shall be released, effective as of the closing date of such sale, from all obligations and future liabilities under this Lease, provided that the purchaser enters into the agreement contemplated herein with the Tenant. Despite such release, the Landlord shall not be released from any defaults on its part under this Lease in existence prior to the completion of such sale.

17. USE OF PHOTOGRAPHY

The Landlord acknowledges and agrees that the Premises and photos of the Solar Energy System may appear on the website of the IESO or a successor agency.

18. FORCE MAJEURE

If either party fails to meet its obligations hereunder (other than the obligation to pay money) within the time prescribed, and such failure shall have been caused or materially affected by any acts of God, strikes, lockouts or other labour disputes, acts of the Queen's enemies, sabotage, war blockades, insurrections, riots, terrorism, epidemics, civil disturbances, or of events traditionally considered matters of force majeure and not within the control of such party, such failure shall not be deemed a breach of the obligations of such party hereunder until the prescribed time for the required performance has been extended by the same amount of time as the force majeure has delayed the said party's performance.

19. DEFAULT

(a) If either party is in default of any term or condition of this Lease, this Lease shall not terminate but the defaulting party shall be obliged to commence to diligently remedy any such default within 30 days after notice thereof has been given to it by the non-defaulting party.

(b) Notwithstanding Section 18(a) above, in the event of default by the Tenant of an obligation to pay the Rent to the Landlord, which default has not been remedied by the Tenant within 30 days after notice thereto in writing has been given to it by the Landlord, Landlord may, at its option, subject to the provisions of Section 10(c)(iii), terminate this Lease upon written notice to the Tenant.
20. INTERPRETATION

Each party has reviewed this Lease and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be held against the drafting party shall not apply in the interpretation of this Lease.

21. NATURE OF RELATIONSHIP

The Landlord and Tenant acknowledge and agree that the relationship between them is solely that of landlord and tenant and nothing herein shall be construed to constitute the parties as employer/employee, partner, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor any of its employees, agents, nor representatives shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other.

22. CONFIDENTIALITY

The Landlord shall maintain in the strictest confidence, for the sole benefit of the Tenant, all information, pertaining to the terms and conditions of this Lease. Without first obtaining written permission from the Tenant, the Landlord shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. This Section 21 shall survive the termination or expiration of this Lease for a period of two (2) years. Nothing in this section shall prohibit sharing or disclosing information with any party's counsel, accountants or current or prospective investors, purchasers, or any lender provided that the party sharing or disclosing such information requires the recipient to maintain the confidentiality of such disclosed information.

23. FURTHER ASSURANCES

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Lease.

24. ENTIRE AGREEMENT

This Lease and all documents contemplated by or delivered under or in connection with this Lease constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

25. AMENDMENTS

No amendment, supplement, restatement or termination of any provision of this Lease is binding unless it is in writing and signed by each person that is a party to this Lease at the time of the amendment, supplement, restatement or termination.

26. NOTICES

Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail, transmitted by fax or delivered by email to the Tenant's Address or the Landlord's Address, as appropriate, or to any other address, fax
number, e-mail address or person that the party designates. Notice shall be deemed given upon
(a) personal delivery or delivery by courier, (b) 5 days after sending by registered mail, or (c) sent
by facsimile, or email if sent between 9:00 a.m. and 5:00 p.m. on a Business Day.

27. GOVERNING LAW

This Lease shall be construed and governed by the laws of the Province of Ontario.

28. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid or unenforceable at law it shall be
deemed to be severed from this Lease and the remaining provisions hereto shall continue to be in
full force and effect.

29. REGISTRATION

The Landlord does hereby consent to the registration by the Tenant of a notice of this Lease on
title to the Premises at the Tenant’s expense. The Landlord expressly authorizes the Tenant’s
solicitors or agents to complete such registration, and shall co-operate to the extent necessary, to
effect any such registration.

30. TIME IS OF THE ESSENCE

Time is of the essence in this Lease.

31. PLANNING ACT

This Lease is entered into subject to the provisions of and compliance with the Planning Act
(Ontario). The Tenant declares that it is acquiring its interest in the Premise pursuant to this
Lease for the purpose of a renewable energy generation facility.

32. WAIVER

No waiver of any provision of this Lease is binding unless it is in writing and signed by all parties
to this Lease. No failure to exercise and no delay in exercising any right or remedy under this
Lease will be deemed to be a waiver of that right or remedy. No waiver of any breach of any
 provision of this Lease will be deemed to be a waiver of any subsequent breach of that provision.

33. SURVIVAL

The obligations and covenants set out in this Lease which are explicitly stated or are intended by
their nature to survive the expiration or early termination of this Lease shall survive and not
merge upon the expiration or early termination hereof.

34. OVERHOLDING

Should the Tenant remain in occupation of the Premises after expiration of the Term, including
any extension thereof, without the consent of the Landlord and in the absence of special written
agreement, it shall be as a monthly Tenant subject to the terms and provisions of this Lease.
35. **SUCCESSORS**

   The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and permitted assigns, as the case may be, of each of the Landlord and the Tenant.

36. **COUNTERPARTS AND DELIVERY**

   This Lease and any amendment, supplement, or termination of any provision of this Lease may be executed and delivered in counterparts, each of which executed and delivered is an original but all of which taken together constitute one and the same instrument. Any party may deliver an executed copy of this Lease by fax, pdf, or other electronic format which copy shall be deemed an original.

[Remainder of page intentionally left blank. The next page is the execution page.]
IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective duly authorized officers to be effective as of the day and year first written above.

Tenant:

Per: ____________________________
Name: __________________________
Title: __________________________
I have authority to bind the corporation.

Landlord:

Per: ____________________________
Name: __________________________
Title: __________________________
I have authority to bind the corporation.

Per: ____________________________
Name: __________________________
Title: __________________________
I have authority to bind the corporation.
### SCHEDULE "A"

**MUNICIPAL and LEGAL DESCRIPTION(S) OF THE PREMISES**

<table>
<thead>
<tr>
<th>Address</th>
<th>Legal Description</th>
<th>PIN #</th>
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SCHEDULE "B"

PREMISES

Premises Occupied by Tenant: ____________________.

(Layout to be inserted after site visit)

The Premises shall be as appended hereto and shall form part of this Lease. The exact location of the array and the equipment room is subject to change based on final equipment selection and preparation of construction drawings.
SOLAR ROOFTOP LEASE

THIS LEASE dated the ________ day of __________, 2016 (the "Effective Date").

BETWEEN:

________________________________________

(the "Landlord")

-and-

________________________________________

(the "Tenant")

WHEREAS:

A. The Landlord is the owner of the lands municipally known as:______________________________________________________________, Ontario (the "Property") which are more particularly described in SCHEDULE “A” attached hereto, and on which a building is located (the “Building”);

B. The Landlord has agreed to lease to the Tenant a portion of the Building, being the rooftop area outlined on the plan attached hereto as SCHEDULE “B”.

NOW THEREFORE, this Lease in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. DEFINITIONS

In this Lease, the following terms shall have the following meanings:

"Affiliate" has the meaning ascribed thereto in the Business Corporations Act, (Ontario).

"Applicable Laws" means all present and future laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event including Environmental Laws (as defined herein) and the Occupational Health and Safety Act, 1990.

"Business Day" means a day on which banks are open for business in the City of Toronto, but does not include a Saturday, Sunday or holiday in the Province of Ontario.

“Commercial Operation” has the meaning prescribed to it in the FIT Contract.

"Commercial Operation Date" means the milestone date for Commercial Operation as defined in the FIT Contract.
"Environmental Attributes" means all Environmental Attributes as defined in the FIT Contract together with any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the Solar Energy System during the Term, in compliance with and to the extent permitted by Applicable Law or otherwise attributable to the generation, purchase, sale or use of energy from or by the Solar Energy System during the Term, howsoever entitled or named, resulting from the avoidance, reduction displacement or offset of the emission of any gas, chemical or other substance, including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon with particulate matter, soot or mercury (including emission reduction credits under regulation under the Environmental Protection Act or laws or regulations involving or administered by any Governmental Authority or entity given jurisdiction over a program involving transferability of Environmental Attributes.

“Environmental Laws” means all applicable federal, provincial and municipal or local laws, by-laws, rules, regulations, codes and judgments relating to the protection of the environment and public health and safety, and without restricting the generality of the foregoing, includes without limitation those Environmental Laws relating to the storage, transportation, treatment and disposal of Hazardous Substances, employee and product safety, and the emission, discharge, release or threatened release of Hazardous Substances into the air, surface, water, ground water, land surface, subsurface, strata, or any building or structure and, in each such case, as such Environmental Laws may be amended or supplemented from time to time.

"FIT Contract" means the feed-in tariff contract between the IESO and the Tenant, its successors and permitted assigns, awarded by the IESO for the solar power generation on rooftop installations under and in accordance with the terms of the FIT Program.

"FIT Program" means version 5 of the feed-in tariff program established by the IESO.

"Governmental Approval" means any approval, consent, franchise permit, certificate, resolution, concession, license, contract or authorization issued on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, provincial, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, board, commission, bureau, or other administrative, regulatory or judicial body of any such government, and includes transmission and local distribution utilities.

"Hazardous Material" means any contaminant, pollutant or hazardous substance that is likely to cause immediately, or at some future time, harm or degradation to the environment or risk to human health or safety, and without restricting the generality of the foregoing, includes without limitation any pollutant, contaminant, waste, hazardous waste, toxic substance, or dangerous good which is defined or identified in any Environmental Law, or which is present in the environment in such quantity or state that it contravenes Environmental Law.

"IESO" means the Independent Electricity System Operator (formerly, the Ontario Power Authority).

"Landlord's Address" means _______________________________________________.

Email: ___________________________ Phone: ___________________________ Attention: ___________________________.

"Lease" refers to this solar rooftop lease for the Premises and the schedules attached hereto.
"Lender" means any lender providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Solar Energy System, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing provided to a member or other direct or indirect owner of the Tenant), including any equity and tax investor directly or indirectly providing financing or refinancing for the Solar Energy System or purchasing equity ownership interests of the Tenant and/or its Affiliates, and any trustee or agent acting on their behalf and any person or entity providing interest rate or currency protection agreement to hedge any of the foregoing obligations, provided the Landlord has been given notice of the name and address for service of such Lender.

"Mortgagee" means a creditor of the Landlord who has registered a charge against title to the Property, including all amendments, modifications, supplements, schedules and attachments to such charge.

"Person" means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, Governmental Authority, incorporated or unincorporated entity, or incorporated or unincorporated association of any nature.

"Permitted Uses" means the permitted uses of the Premises described in Section 3 of this Lease.

"Rooftop Premises" means that certain area on the rooftop of the Building as more particularly depicted on SCHEDULE "B".

"Solar Energy System" means a system installed and operated by or on behalf of the Tenant for the conversion of solar energy at the Premises which includes any or all of the following equipment: solar panels, electrical cables, transformers, inverters, cabinets, meters, brackets and support structures, ballasts, transformers, connecting hardware and other electrical equipment.

"Tenant's Address" means 2235 Sheppard Ave. E., Suite 900, Atria II, Toronto, Ontario, M2J 5B5; T: (416) 668-2608, E: tracy.zheng@abundantsolarenergy.com Attention: Tracy Zheng.

2. LEASE OF PREMISES

In consideration of the rent, covenants and conditions contained herein, the Landlord hereby demises to the Tenant for the Term (as defined herein), and the Tenant hereby leases from the Landlord for the Term, the Rooftop Premises together with the following:

(a) an area in the Building's electrical or equipment room suitable for the installation by the Tenant, at its sole cost and expense, of panels, breakers, inverters, meters and all other equipment associated with the Solar Energy System, or if no such area is available, a suitable area at a location elsewhere on the Property selected by the Tenant, acting reasonably and in consultation with the Landlord, for the purpose of installing equipment associated with the Solar Energy System;

(b) an area adjacent to the Building at ground level, selected by the Tenant in consultation with the Landlord, suitable for the installation by the Tenant of metering, inverters, and other equipment associated with the Solar Energy System; and

(c) an area selected by the Tenant, acting reasonably and in consultation with the Landlord, along a side of the Building or through a riser in the Building and leading to the electrical or equipment room or other area described in paragraph (a) above for the purpose of the installation by the
Tenant, at its sole cost and expense of cables and/or conduits between such area and the Rooftop Premises.

(collectively, the “Premises”).

3. PERMITTED USES

(a) The Tenant shall be permitted to use the Premises for the following purposes: construct, install, maintain, operate, repair and replace, at Tenant's sole cost and expense the Solar Energy System under the FIT Contract for connection into an adjacent electrical grid or power lines owned and operated by a local utility (hereinafter called the “Operations”). The Tenant shall not make any use of the Premises except in compliance with all Applicable Laws and in accordance with this Lease.

(b) The Landlord acknowledges and agrees that the Operations may be completed by the Tenant or one or more third parties authorized by the Tenant.

4. TERM & TERMINATION

(a) Term: The term of this Lease (the "Term") begins on the Effective Date and shall remain in effect for a period of twenty-five years (25) subject to earlier termination as set forth herein. Provided that the Solar Energy System has reached Commercial Operation and the Tenant is in good standing under the Lease, the Tenant shall have the option to renew this Lease for an additional five (5) year Term. In order to exercise the Tenant’s option, the Tenant shall notify the Landlord in writing of its intention no later than six (6) months prior to the end of the initial Term. Said renewal shall be upon the same terms and conditions set forth in this Lease.

(b) Early Termination by Landlord. Notwithstanding Section 4(a), if the Tenant defaults under this Lease and such default is not being diligently remedied within 30 days after the Landlord has given written notice of such default (Force Majeure excepted), the Landlord may terminate his Lease on 30 days’ further written notice. The Solar Energy System shall be removed from the Premises by the Tenant, at the Tenant’s sole cost and expense and the Premises shall be restored by the Tenants to its original conditions reasonable, wear and tear excepted, as soon as reasonably possible thereafter.

(c) Early Termination by Tenant: This Lease may be terminated at any time by the Tenant upon 30 days’ written notice to the Landlord if the Tenant determines, in its sole and unfettered discretion, that its ability to proceed to construct the Solar Energy System or generate or sell solar generated electricity becomes impaired or ceases to be economically viable or legal. If the Solar Energy System is installed at the time of termination, the Solar Energy System shall be removed from the Premises by the Tenant, at the Tenant’s sole expense and the Premises shall be restored by the Tenant to its original condition, reasonable wear and tear excepted, as soon as reasonably possible.

(d) Notwithstanding section 4(a), the Landlord or the Tenant may terminate this Lease effect as of the last date of the FIT Contract.

5. RENT

From and after Commercial Operation of the Solar Energy System, the Tenant shall pay rent for the Premises to the Landlord calculated as $40/kW AC of the Solar Energy System power capacity per
annum, plus HST (the “Rent”). Rent for the Premises will be paid in four (4) equal quarterly installments in advance.

6. **TENANT'S SOLAR, ENVIRONMENTAL AND ACCESS RIGHTS**

(a) **Exclusive Solar Rights**

(i) The Tenant shall have the sole and exclusive right to operate a solar power facility on the Premises and to engage in the Permitted Uses on the Premises during the Term.

(ii) The Landlord covenants that neither the Landlord, nor any Affiliate of the Landlord shall knowingly undertake any action which materially adversely affects sunlight exposure at the Rooftop Premises or which may cause a material decrease in the output or efficiency of the Solar Energy System or materially adversely impact its ability to generate electricity and revenue including, without limitation, blocking of sunlight to any solar panels.

(iii) If the Landlord becomes aware of or receives any notice that any third party plans or has made an application to undertake any action, erect any structure, plant any trees or engage in any activity in the vicinity of the Premises which could materially adversely affect sunlight exposure at the Rooftop Premises or cause a material decrease in the output or efficiency of the Solar Energy System, the Landlord shall immediately forward a copy of such notice to the Tenant.

(b) **Ownership of Environmental Attributes**

(i) The Landlord acknowledges that the Tenant shall have all right, title and interest in and to all Environmental Attributes whether existing now or in the future, which may arise as a result of solar energy being procured from the Solar Energy System. If any Environmental Attributes are initially credited or paid to the Landlord, the Landlord will cause such Environmental Attributes to be transferred and assigned to the Tenant without delay.

(ii) The Landlord will use its best efforts to cooperate with the Tenant in the Tenant's efforts to meet the requirements for any certification, registration or reporting program relating to the Environmental Attributes.

(c) **Access to Premises.** Throughout the Term, the Tenant, and its authorized representatives and agents, are granted a right of access to the Premises subject to the Tenant providing the Landlord at least 24 hours’ notice for such access, unless entry is required on an emergency basis, in which case the Tenant must provide immediate notice to the Landlord. Such notice shall be deemed to be given by the Tenant by calling the primary contact indicated in Section 25 (Notice) of this Lease. If the Tenant is unable to speak with the relevant contact, the Tenant shall be deemed to have given notice to the Landlord upon leaving a message or voicemail. For greater certainty, the Tenant shall be granted all access necessary at the expiry of the Term to removal all of the Solar Energy System.

7. **TENANT'S COVENANTS**
(a) **Government Approvals.** The Tenant covenants and agrees that it shall at its expense obtain and throughout the Term maintain all Government Approvals required to be obtained and maintained by the Tenant to enable the Tenant to perform the Operations.

(b) **Compliance with Applicable Laws and Construction Standards.** The Tenant covenants and agrees that it shall:

   (i) comply with all Applicable Laws in its conduct of the Operations including in designing and installing the Solar Energy System;

   (ii) install the Solar Energy System in a good and workmanlike manner using generally accepted construction standards of practice and material;

   (iii) design and maintain the Solar Energy System in a manner consistent with generally accepted engineering and operating practices for the North American electric utility industry.

(c) **Health and Safety.** The Tenant covenants and agrees that it shall take all necessary and reasonable safety precautions with respect to the Operations so as to comply with Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) **No Interference.** The Tenant covenants and agrees that it shall use its best efforts to avoid blocking access to or in any way obstructing with or hindering the use of the Building's loading docks, driveways or sidewalks around the Building or any passageways within the Building or parking area on the Property during the installation of the Solar Energy System.

(e) **Engineering Reports.** Prior to installing the Solar Energy System, at the request of the Landlord, the Tenant shall, at its own expense:

   (i) provide the Landlord and all Mortgagees with a report from a qualified professional engineer, in form and substance satisfactory to the Landlord, acting reasonably, confirming that the roof of the Building can bear the load of the Solar Energy System throughout the Term with no adverse effect on the Building or any part thereof;

   (ii) seek confirmation from any guarantors or warrantors of the Landlord's roof installation at the Building that the installation of the Solar Energy System shall not adversely affect or void the guarantee or warranty of the roof installation;

   (iii) provide the Landlord and all Mortgagees with a copy of the final design plan of the Solar Energy System.

(f) **Liens.** The Tenant covenants and agrees that it shall not cause, create, incur, assume or suffer to exist any mortgage, pledge, lien charge, security interest, encumbrance or claim of any nature ("Liens") with respect to the Premises other than as permitted in accordance with Section 10(c) (Leasehold Mortgage). If a Lien is so registered, the Tenant shall take whatever actions are necessary to have the Lien or encumbrance removed, including but not limited to the payment of any damages or money claimed, and shall otherwise indemnify the Landlord against any claims, liabilities, damages or costs resulting from such lien or interest.

(g) **Environmental.** The Tenant represents and warrants that the Tenant shall not use, store, dispose or release on or to the Premises or cause or permit to exist to be used, stored, disposed of or released
on or to the Premises any Hazardous Material except in such quantities as may be required in its
development of the Solar Energy System on the Premises and only if such use is in full
compliance with all Applicable Laws. Should any claim or action be brought against the Landlord
in connection with the Property or the Building with respect to any matter described herein, the
Landlord shall immediately notify the Tenant and Tenant shall indemnify the Landlord from any
and all costs the Landlord may incur in connection with such claim or action.

(h) **Repair and Maintenance of Solar Energy System.** The Tenant shall keep the Premises and the
Solar Energy System in good condition and repair in accordance with industry standards, free of
any debris that may interfere with other structures on the Building rooftop or persons accessing
same.

(i) **Removal of Solar Energy System.** No later than one (1) year before the expiration of the Lease,
the Landlord may direct the Tenant to remove from the Premises, at the Tenant's sole expense, all
or any part or parts of the Solar Energy System upon the expiration of this Lease. In the event of
early termination of this Lease:

(i) the Landlord may direct the Tenant, by way of written notice delivered no later than the
tenth (10th) Business Day after such early termination, to remove from the Premises, at
the Tenant's sole cost and expense, all or part of the Solar Energy System; or

(ii) the Tenant may elect to remove from the Premises, at the Tenant's sole cost and expense,
all or part of the Solar Energy System, such election to be communicated to the Landlord
by way of written notice delivered no later than the tenth (10th) Business Day after such
early termination.

Any such removal shall occur on a mutually convenient date but in no case later than 60 days
after the expiration or earlier termination of this Lease and for such purpose, the Landlord shall
be deemed to have granted the Tenant a licence to enter onto the Property and the Premises for
such 60-day period and the Tenants and Landlord's Covenants pursuant to Section 7 and 8,
respectively, shall remain in effect until the date of actual removal. Any part of the Solar Energy
System not ordered by the Landlord to be removed or not removed by the Tenant in accordance
with this subsection shall be deemed to be the personal property of the Landlord and may be
disposed of and the Landlord agrees to indemnify, defend, hold harmless and compensate the
Tenant for any losses, claims, liabilities or expenses arising out of or resulting from or relating to
such parts of the Solar Energy System from and after the expiration or early termination of this
Lease. Removal by the Tenant shall be done in a good and workmanlike manner and the Tenant
shall, at its sole cost and expense, repair any damage caused by the removal of the Solar Energy
System.

(j) **Tenant's Advertising.** The Tenant may, from time to time during the Term, at its sole cost and
expense, erect, paint, display, maintain, alter, change or remove advertising signs on the exterior
and interior walls of the Building, all such signs to be dignified in appearance and to be approved
in writing by the Landlord acting reasonably.

(k) **Repair to the Premises.** The Tenant shall, at its sole cost and expense, repair or refinish any
damage to the Premises where such damage is related to the Tenant’s use of the Building.

(l) **Landlord's Rules.** The Tenant agrees to comply with all reasonable Property rules and regulations
as may be provided from time to time by the Landlord to the Tenant and the Tenant will also
cause its agents, employees, contractors, invitees and visitors to do so provided no such rules or
regulations of the Building shall materially and adversely affect the Tenant's rights or increase the Tenant's obligations under this Lease.

8. LANDLORD'S COVENANTS

(a) Government Approvals. The Landlord covenants and agrees that it shall assist the Tenant in obtaining and throughout the Term maintaining all Governmental Approvals required to be obtained and maintained to enable the Tenant to perform the Operations by providing any authorizations and information needed and signing applications for permits, local utility grid interconnection applications and rebate applications and processing. The Landlord shall ensure that any authorizations required of the Landlord are provided in a timely manner. The Tenant shall reimburse the Landlord for reasonable third party expenses incurred by the Landlord in complying with the foregoing and the Tenant agrees to indemnify, defend, hold harmless and compensate the Landlord for any losses, claims, liabilities or expenses arising out of or resulting from the Landlord's compliance with the foregoing, other than losses, claims, liabilities or expenses directly or indirectly attributable in whole or in part to the Landlord's negligence or wilful misconduct.

(b) Compliance with Applicable Laws. The Landlord covenants and agrees that it shall comply with all Applicable Laws in respect of its ownership and maintenance of and any other dealings with the Premises and in the performance of its obligations under this Lease, including, without limitation, Applicable Laws pertaining to the health and safety of persons and real and personal property.

(c) Liens. The Landlord covenants and agrees that it shall not cause, create, incur, assume or suffer to exist any Liens on or with respect to the Solar Energy System other than as permitted in accordance with Section 9(a) (Title to Property). If a Lien is so registered, the Landlord shall take whatever actions are necessary to have the Lien or encumbrance removed, including but not limited to the payment of any money claimed, and shall otherwise indemnify the Tenant against any claims, liabilities or costs resulting from such lien or interest. The Landlord shall indemnify and save harmless the Tenant from and against any liabilities, claims, liens, damages, costs or expenses, including legal expenses, arising with respect to the Solar Energy System.

(d) Environmental. The Landlord warrants to the Tenant that to the best of its knowledge no Hazardous Materials exist at, in or under the Property or the Building, or have been released or are in imminent threat of release at, on, in, to or from the Property or the Building. Should any claim or action be brought against the Landlord with respect to any matter described herein, Landlord shall immediately notify the Tenant and shall indemnify the Tenant from any and all costs the Tenant may incur in connection with such claim or action.

(e) Repair and Maintenance of Building. The Landlord shall keep the Building structure and rooftop and access thereto, in good condition and repair in accordance with commercially reasonable industry standards, free of any debris that may interfere with or cause harm to the Solar Energy System or persons accessing same. In the event that the Landlord's performance of its repair and maintenance obligations in respect of the Building structure and rooftop reasonably require the temporary disconnection or removal of or interference with any part of the Solar Energy System (an "Interference") then the following shall apply:

(i) Landlord shall use its best efforts to ensure that:
A. except in the case of emergency, such Interference shall not occur during the period from the execution of a FIT Contract to the Commercial Operation Date if it would, in the Tenant's reasonable opinion, cause any delay to the Tenant's construction schedule for the Solar Energy System;

B. the duration of Interference is minimized to the greatest extent possible and, in any event, no more than 30 days;

C. to the extent possible, the Landlord's repair and maintenance work shall be scheduled so as to limit such Interference between sunset and sunrise;

D. to the extent possible, where such Interference is expected to last longer than 5 days, the Landlord's repair and maintenance work shall be scheduled as close as reasonably possible to the winter solstice;

E. the Landlord shall consult with the Tenant and shall plan and arrange its repair and maintenance work so that the duration of such Interference and cost and financial impact of such Interference on the Tenant are minimized to the greatest extent possible; and

F. the Landlord shall notify the Tenant immediately upon becoming aware of the potential for any Interference, and in any event, except in the case of emergency, provide the Tenant with no less than 20 days’ prior written notice of such Interference.

(ii) Where the Interference involves the removal of any part of the Solar Energy System:

A. the Landlord shall, to the extent possible if requested by the Tenant, make available suitable alternate premises for the relocation of same; and

B. following the Interference, the Tenant shall have the option of returning same to the original Premises or leaving same at the relocated premises.

(iii) Rent shall abate throughout the duration of such Interference.

(f) Utility Services. At the request of the Tenant, and at the Tenant's sole cost and expense, the Landlord shall provide the Tenant with access to such electricity, telephone and other utility services as are available to the Landlord at the Property for the purposes of installing, repairing, replacing and removing the Solar Energy System.

(g) Property Taxes. Any increase in property taxes levied against the Premises which is explicitly and exclusively due to the presence of the Solar Energy System shall be paid by the Tenant provided that in such event, the Tenant shall have the option to terminate the Lease and remove the Solar Energy System in accordance with Section 7(i) (Removal of Solar Energy System) if Tenant determines, in its discretion, that such costs are prohibitive. Except as set out in the preceding sentence, the Landlord shall pay all real property taxes and assessments levied against the Property and the Building. If the Landlord fails to pay such taxes or assessments, then, in addition to its other rights and remedies, the Tenant shall have the right to pay such taxes or assessments and the cost thereof shall be reimbursed to the Tenant by the Landlord within 30 days. The Tenant may offset such cost against any amounts owed to the Landlord under this Lease.
(h) **Notice of Damage.** The Landlord shall promptly notify the Tenant of any matters it is aware of pertaining to any damage to or loss of the use of the Solar Energy System or that could reasonably be expected to adversely affect the Solar Energy System.

(i) **Waiver of Nuisance.** The Landlord has been informed by the Tenant and understands that the presence and operation of the Solar Energy System may potentially result in some nuisance to the Landlord and its tenants and invitees, such as higher noise levels that currently occur at, on or around the Premises and visual impact. The Landlord hereby accepts such nuisance and waives any right that the Landlord may have to object to such nuisance. The Landlord releases the Tenant from any claims the Landlord may have with respect to any such nuisance and covenants to use its best efforts to obtain, if requested by the Tenant, similar releases from the Landlord's other tenants at the Building.

(j) **Quiet Enjoyment.** Throughout the Term, the Landlord covenants and agrees to provide the Tenant with quiet possession of the Premises. The Landlord shall not cause or permit others to interfere with or impair the quality of the solar power services being rendered by the Tenant from the Premises. The Landlord shall defend title to the Premises and the use and occupancy of the Premises against the claims of all others, except those claiming by or through the Tenant. The Landlord shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Premises, or the rights and/or obligations of the Tenant hereunder, without first obtaining the prior written consent of the Tenant, which consent shall not be unreasonably withheld.

(k) **HST Registration.** The Landlord covenants that it is or will become a registrant pursuant to the Excise Tax Act (Canada) and provide Tenant with its HST number upon reasonable request.

9. **REPRESENTATIONS AND WARRANTIES**

(a) **Title to Property.** The Landlord represents and warrants to the Tenant that it owns the Property in fee simple or has been granted a valid and enforceable lease of the Property, has good and valid title to the Building, and either has full power and authority to grant this Lease without the necessity of obtaining consent from any lessor, lienholder, mortgagee or other encumbrancer, or has obtained the consent of any such ground lessor, lienholder, mortgagee or other encumbrancer from whom consent is required. Landlord further covenants that there are no liens, judgments or impediments of title on the Property or affecting the Landlord's title to the same and there are no covenants, easements or restrictions which prevent the use of the Premises by the Tenant for the Operations.

(b) **Landlord Duly Authorized.** Each person executing this Lease on behalf of the Landlord represents and warrants that such person is duly and validly authorized to do so and that the Landlord has the full right and authority to enter into this Lease, perform all of its obligations hereunder and grant the interests herein granted.

(c) **Tenant Duly Authorized.** Each person executing this Lease on behalf of the Tenant represents and warrants that such person is duly and validly authorized to do so and that the Tenant has the full right and authority to enter into this Lease and perform all of its obligations hereunder.

(d) **No Fitness for Use Warranty.** The Landlord makes no warranty or representation concerning the condition of the Premises or any part thereof are suitable for the Operations and Tenant confirms that it has satisfied itself in connection therewith. The Tenant acknowledges and agrees that the Premises are being leased to the Tenant “as is”.

10
(c) Ownership of Electricity Generated. The parties acknowledge and agree that the Tenant is and shall be the exclusive owner of the electricity generated and distributed by the Solar Energy System.

10. TENANT’S FINANCING

(a) Title to Solar Energy System.

(i) Throughout the Term, the Tenant shall be the legal and beneficial owner of the Solar Energy System and all components thereof, all of which may be subject to security. The Solar Energy System shall not constitute fixtures, shall at all times remain the personal and movable property of the Tenant, and shall be removed by the Tenant, at the Tenant’s sole cost and expense upon expiration or termination of the Lease at which time, the Premises will be restored to its original condition, reasonable wear and tear excepted. Neither the Landlord nor the Landlord’s mortgagee (if any) nor any of their respective successors or assigns shall have ownership or other interest in any part of the Solar Energy System. The Solar Energy System shall retain the legal status of the Tenant's personal property or chattel, even though it may be attached to or be deemed a part of, or affixed to, the Premises, Building or Property.

(ii) Any Landlord mortgage, deed of trust or other security instrument acquired by the holder of any Landlord mortgage shall be a lien only on the Landlord's interest in and to the Property and the Building and shall not be a lien on or create a security interest in the Tenant's leasehold interest under this Lease or with respect to the Solar Energy System. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Solar Energy System as a fixture to the Property, the Landlord shall provide a disclaimer or release from such lienholder.

(iii) This Section 10 shall survive the termination or expiration of this Lease.

(b) Non-Disturbance Agreement. The Landlord shall obtain, at the Tenant's reasonable expense approved in advance, a non-disturbance and/or attornment agreement (as applicable) from any lessor and from the holder of every lien, mortgage or other encumbrance that affects the Property, which provides, on terms acceptable to the Tenant, acting reasonably, that the Tenant's possession of the Premises shall not be disturbed so long as the Tenant is not in default of this Lease beyond any applicable notice and cure periods and so long as the Tenant agrees to attorn to such ground lessor lienholder, mortgagee or other encumbrancer in respect of any Rent in the event that the Landlord defaults in respect of its obligations to such ground lessor, lienholder, mortgagee or other encumbrancer. The Landlord agrees to execute any further documents required in connection with such non-disturbance and/or attornment agreement. The Tenant shall provide a subordination and/or attornment agreement, in a reasonable industry standard form, to the Landlord’s mortgagees or lenders, as required, upon request and subject to the Tenant being provided with an acceptable non-disturbance agreement in return.

(c) Leasehold Mortgage.

(i) The Tenant shall be entitled to assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust, or personal property security instrument) all or any portion of is right, title or interest under this Lease and/or in any part of the Solar Energy System (the "Leasehold Mortgage"). The Landlord hereby consents to the Leasehold Mortgage.
(ii) The Landlord shall enter into any reasonable consent, non-disturbance and/or tri-partite agreement with the Lender within 10 days following a request therefore, stating that the Landlord shall recognize the rights of the Lender and, if possession of the Solar Energy System is taken by the Lender, not disturb its possession of the Premises so long as no event of default exists under this Lease. From time to time the Landlord, within 10 days after written request from the Tenant or any Lender, shall execute and deliver an estoppel certificate, at the Tenant’s sole cost and expense, certifying the status of the Lease the Tenant’s and Landlord's performance thereunder, and any other matter reasonably requested by the Tenant or such Lender.

(iii) Should the Tenant notify the Landlord in writing that it has mortgaged any of its interest as provided above, the Landlord expressly agrees for the benefit of the Tenant and any Lenders, that:

A. the Lender, as collateral assignee, shall be entitled to exercise, in the place of the Tenant, any and all rights, benefits, obligations and remedies of the Tenant under this Lease;

B. the Lender shall have the right, but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of the Tenant hereunder or cause to be cured any default of the Tenant hereunder in the time and manner provided by the terms of this Lease;

C. upon the exercise of remedies under its security interest in the Solar Energy System, including any sale thereof by the Lender, the Lender shall give notice to the Landlord and all Mortgagees of the transferee or assignee of this Lease, and any such exercise of remedies shall not constitute a default under this Lease;

D. upon any termination of this Lease by the Landlord prior to the expiry of the Term, at the request of the Lender made within 90 days of such termination, Landlord shall enter into a new lease with the Lender or its nominee or assignee having substantially the same terms and conditions as this Lease (the "New Lease"); and

E. the Landlord shall provide to the Lender a copy of any notice of default or termination provided by Landlord to the Tenant and the Lender shall have an additional period of 60 days beyond any grace period for such default specified in this Lease to cure such default on behalf of the Tenant. The Landlord hereby agrees that if a default occurs under the Leasehold Mortgage which entitles the Lender to enforce its security, and provided the Lender cures any Tenant breach or default, all rights, benefits and all obligations of the Tenant under the Lease shall enure to, and be binding on the Lender as if the Lender were the original Tenant under the Lease and the Lender may assign the Lease to a third party without the consent of the Landlord, and all rights and benefits of the Tenant hereunder shall enure to the benefit of such third party, provided that such third party agrees to be bound by the terms of the Lease.
11. INSURANCE

(a) At all times during which the Tenant is conducting any activities on the Premises, and all times from and after the Commercial Operation Date, the Tenant shall, at its own cost and expense, obtain and maintain:

(i) commercial general liability insurance, including bodily injury and property damage coverage with minimum limits of $5,000,000.00 in the aggregate per annum; and

(ii) commercial all risk property insurance on the Solar Energy System in sufficient amounts to cover the reasonable replacement cost thereof.

The Tenant shall upon reasonable written request provide to the Landlord certificates evidencing such coverage. The Tenant's insurance policies shall include the Landlord as additional insureds.

(b) At all times during the term of this Lease, the Landlord shall, at its own cost and expense, obtain and maintain in effect:

(i) commercial general liability insurance, including bodily injury and property damage coverage with minimum limits of $5,000,000.00 in the aggregate per annum; and

(ii) commercial all risk property insurance on the Building and the Landlord's property therein and other improvements to the Premises in sufficient amounts to cover the reasonable replacement cost thereof.

The Landlord shall upon reasonable written request provide to the Tenant certificates evidence such coverage. The Landlord's insurance policies shall include the Tenant as additional insureds.

12. INDEMNITY

(a) The Tenant acknowledges and agrees that the Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property at any time on or about the Premises or any property owned by or being the responsibility of the Tenant on or about the Premises, no matter how the same shall be caused save and except for the negligence or wilful misconduct or omission of the Landlord or those for whom it is in law responsible.

(b) The Tenant shall indemnify and save harmless the Landlord and its directors, officers, members and representatives from and against any and all claims, actions, damages, liabilities and expenses whatsoever, including lawyer’s and other professional fees, arising out of or as a result of: (1) any act, default, omission, breach, violation or non-performance of the terms, covenants and obligations of this Lease by the Tenant, its officers, agents, contractors, employees, subleases, licensees, or by anyone permitted by the Tenant to be on the Premises; (2) any damage to the Premises or Property, occasioned by the installation, operation, maintenance or removal of the Solar Energy System and the Tenant’s use of the Premises; and (3) any sickness, disease, injury to or death of any person, or damage to or destruction or loss of property or any other loss or injury whatsoever arising directly or indirectly from or out of the occupancy, installation, operation, maintenance or removal of the Solar Energy System or use by the Tenant of the Premises or any other part of the Property except as caused by the Landlord's negligence or wilful misconduct.
13. ASSIGNMENT

(a) After the Effective Date of this Lease, and without consent of the Tenant, the Landlord may subsequently sell, mortgage, transfer or lease the Property to others and assign this Lease to any such transferee, provided that such sale, mortgage, lease or transfer by the Landlord shall be subject to this Lease, as amended from time to time, and provided that such subsequent purchaser, mortgagee, transferee or lessee has agreed with the Tenant in writing to assume all of the Landlord's obligations under this Lease, as may be amended from time to time as set out in Section 15 (Rights upon Sale) herein.

(b) The Tenant shall have the right to assign this Lease or to sublease the Rooftop Premises together with the Solar Energy System, without the prior written approval of the Landlord and the Tenant shall provide to the Landlord written notice of such assignment together with the assignee's or subtenant’s acknowledgement, as the case may be, as continuing tenant under the Lease.

14. DAMAGE TO BUILDING & EXPROPRIATION

(a) Should the Building suffer substantial damage so that the Solar Energy System is no longer operable by reason of direct damage, loss of power or lack of access or unavailability of connection to electrical transmission or distribution facilities, then the Rent shall abate until the Building is restored. If the Landlord, using reasonable diligence, is unable to restore the Building within 240 days then the Tenant may terminate this Lease and Landlord shall refund any part of the Rent which has been paid for the period following the damage event, on a pro-rata basis.

(b) In the event the whole or any part of the Premises is taken by expropriation proceedings, the following applies:

(i) if the expropriation does not prevent or materially affect the Permitted Uses described in Section 3, as determined by the Tenant acting reasonably, the Lease shall not terminate but shall continue in force and effect as to that portion of the Premises, the Permitted Uses remain unaffected, the Parties shall enter into an amendment of the Lease to reflect any partial taking; and

(ii) if the expropriation proceedings render the Premises wholly unsuitable for the Permitted Uses, the Tenant will have the right to terminate this Lease effective the date of the expropriation and the parties shall be entitled to share in the expropriation award on the basis of the value of their respective interests and rights.

It is agreed that the Tenant shall have the right to participate in any settlement proceedings and that the Landlord shall not enter into any binding settlement agreement without the prior written consent of the Tenant, which consent shall not be unreasonably withheld.

The Landlord shall immediately notify the Tenant if it becomes aware of any expropriation proceedings or damage caused to the Premises including the Solar Energy System.

15. RIGHTS UPON SALE

Should the Landlord, at any time during the Term of this Lease, decide to sell all or any part of the Property to a purchaser, such sale shall be under and subject to this Lease and the Tenant's rights hereunder, and any sale by the Landlord of the portion of the Building underlying the Rooftop Premises shall be subject to the rights of the Tenant in and to the Rooftop Premises.
Subject to the terms set out below, the Landlord may assign its rights under this Lease absolutely to a purchaser of the Property.

(a) If the Landlord intends to sell the Property, prior to completing the sale, it shall:
   i. provide any purchaser with a copy of this Lease; and
   ii. advise the Tenant of the identity and address of such potential purchaser.

(b) If the Landlord sells the Property, it shall be a condition of the closing of such sale that the purchaser must enter into an agreement with the Tenant, in a form satisfactory to the Tenant, in which:
   i. the purchaser agrees with the Tenant to be bound by and to observe and perform all of the Landlord's covenants contained in this Lease; and
   ii. the purchaser agrees with the Tenant that the Tenant shall have the same remedies against the purchaser for the breach of any of the Landlord’s covenants contained in this Lease that the Tenant might have had against the Landlord had the Landlord not sold the Property to the purchaser.

(c) If the Landlord sells the Property, the Landlord shall be released, effective as of the closing date of such sale, from all obligations and future liabilities under this Lease, provided that the purchaser enters into the agreement contemplated herein with the Tenant. Despite such release, the Landlord shall not be released from any defaults on its part under this Lease in existence prior to the completion of such sale.

16. USE OF BUILDING PHOTOS

The Landlord acknowledges and agrees that the Building and photos of the Solar Energy System may appear on the website of the IESO or a successor agency.

17. FORCE MAJEURE

If either party fails to meet its obligations hereunder (other than the obligation to pay money) within the time prescribed, and such failure shall have been caused or materially affected by any acts of God, strikes, lockouts or other labour disputes, acts of the Queen's enemies, sabotage, war blockades, insurrections, riots, terrorism, epidemics, civil disturbances, or of events traditionally considered matters of force majeure and not within the control of such party, such failure shall not be deemed a breach of the obligations of such party hereunder until the prescribed time for the required performance has been extended by the same amount of time as the force majeure has delayed the said party's performance.

18. DEFAULT

(a) If either party is in default of any term or condition of this Lease, this Lease shall not terminate but the defaulting party shall be obliged to commence to diligently remedy any such default within 30 days after notice thereof in writing has been given to it by the non-defaulting party.

(b) Notwithstanding Section 18(a) above, in the event of default by the Tenant of an obligation to pay the Rent to the Landlord, which default has not been remedied by the Tenant within 30 days after
notice thereto in writing has been given to it by the Landlord, Landlord may, at its option, subject to the provisions of Section 10(c)(iii), terminate this Lease upon written notice to the Tenant.

19. **INTERPRETATION**

Each party has reviewed this Lease and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be held against the drafting party shall not apply in the interpretation of this Lease.

20. **NATURE OF RELATIONSHIP**

The Landlord and Tenant acknowledge and agree that the relationship between them is solely that of landlord and tenant and nothing herein shall be construed to constitute the parties as employer/employee, partner, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor any of its employees, agents, nor representatives shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other.

21. **CONFIDENTIALITY**

The Landlord shall maintain in the strictest confidence, for the sole benefit of the Tenant, all information, pertaining to the terms and conditions of this Lease. Without first obtaining written permission from the Tenant, the Landlord shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. This Section 21 shall survive the termination or expiration of this Lease for a period of two (2) years. Nothing in this section shall prohibit sharing or disclosing information with any party's counsel, accountants or current or prospective investors, purchasers, or any lender provided that the party sharing or disclosing such information requires the recipient to maintain the confidentiality of such disclosed information.

22. **FURTHER ASSURANCES**

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Lease.

23. **ENTIRE AGREEMENT**

This Lease and all documents contemplated by or delivered under or in connection with this Lease constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

24. **AMENDMENTS**

No amendment, supplement, restatement or termination of any provision of this Lease is binding unless it is in writing and signed by each person that is a party to this Lease at the time of the amendment, supplement, restatement or termination.
25. **NOTICES**

Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail, transmitted by fax or delivered by email to the Tenant's Address or the Landlord's Address, as appropriate, or to any other address, fax number, e-mail address or person that the party designates. Notice shall be deemed given upon (a) personal delivery or delivery by courier, (b) 5 days after sending by registered mail, or (c) sent by facsimile, or email if sent before 9:00 a.m. and 5:00 p.m. on a Business Day.

26. **GOVERNING LAW**

This Lease shall be construed and governed by the laws of the Province of Ontario.

27. **SEVERABILITY**

If any provision of this Lease is held to be illegal, invalid or unenforceable at law it shall be deemed to be severed from this Lease and the remaining provisions hereto shall continue to be in full force and effect.

28. **REGISTRATION**

The Landlord does hereby consent to the registration by the Tenant of a notice of this Lease on title to the Premises at the Tenant’s expense. The Landlord expressly authorizes the Tenant’s solicitors or agents to complete such registration, and shall co-operate, to the extent necessary, to effect any such registration.

29. **TIME IS OF THE ESSENCE**

Time is of the essence in this Lease.

30. **PLANNING ACT**

This Lease is entered into subject to the provisions of and compliance with the *Planning Act* (Ontario). The Tenant declares that it is acquiring its interest in the Premise pursuant to this Lease for the purpose of a renewable energy generation facility.

31. **WAIVER**

No waiver of any provision of this Lease is binding unless it is in writing and signed by all parties to this Lease. No failure to exercise and no delay in exercising any right or remedy under this Lease will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Lease will be deemed to be a waiver of any subsequent breach of that provision.

32. **SURVIVAL**

The obligations and covenants set out in this Lease which are explicitly stated or are intended by their nature to survive the expiration or early termination of this Lease shall survive and not merge upon the expiration or early termination hereof.
33. **OVERHOLDING**

Should the Tenant remain in occupation of the Premises after expiration of the Term, including any extension thereof, without the consent of the Landlord and in the absence of special written agreement, it shall be as a monthly Tenant subject to the terms and provisions of this Lease.

34. **SUCCESSORS**

The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and permitted assigns, as the case may be, of each of the Landlord and the Tenant.

35. **COUNTERPARTS AND DELIVERY**

This Lease and any amendment, supplement, or termination of any provision of this Lease may be executed and delivered in counterparts, each of which executed and delivered is an original but all of which taken together constitute one and the same instrument. Any party may deliver an executed copy of this Lease by fax, pdf, or other electronic format which copy shall be deemed an original.

[Remainder of page intentionally left blank. The next page is the execution page.]
**IN WITNESS WHEREOF** the parties hereto have executed this Lease by their respective duly authorized officers to be effective as of the day and year first written above.

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SCHEDULE "A"

MUNICIPAL and LEGAL DESCRIPTION(S) OF THE "BUILDING"

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SCHEDULE "B"

ROOFTOP PREMISES

Rooftop Premises Occupied by Tenant: ________________________________.

(Layout to be inserted after site visit)

The Rooftop Premises shall be as appended hereto and shall form part of this Lease. The exact location of the array and the equipment room is subject to change based on final equipment selection and preparation of construction drawings.
Date: September 7, 2016.

Approval of Voucher No. 16-2016 in the amount of $575,708.37.

FTR#1 Recommendation: That Council approves Voucher No. 16-2016.

Budget for Durham Library Move
At the August 29, 2016 Committee of the Whole meeting a motion was passed to recommend Council approve the allocation of $25,000 in the 2017 budget towards the West Grey Celebrates Canada & Ontario 150 initiative.

FTR#2 Recommendation: That Council allocates $25,000 towards Canada 150/Ontario 150 celebrations.

2017 Budget Target
At the August 29, 2016 Committee of the Whole meeting it was requested to include discussion at the Sept. 7th Council meeting of setting a 2017 Budget Target. Departments are currently working on their budgets and the first budget meeting has been set for Oct. 24th at 9:00 a.m.

FTR#3 Recommendation: Seeking Council Direction.

Respectfully submitted:
Kerri Mighton
Director of Finance/Treasurer

West Grey 2020 Action Plan
Decisions respecting this report should support the following Strategic Priorities and Goals identified in the approved West Grey 2020 Action Plan:

Strategic Priorities
1. Ensure the Financial Sustainability of the Municipality.
2. Pursue Economic Development in West Grey.
3. Enhance Efforts to Inform and Communicate.
Municipality of West Grey
Council Report
#TR 09-07-2016

Accounts
Department Total - #16-2016 $389,837.65

Payroll #16-17 July 24-Aug. 20/16
Total Payroll $185,870.72

OMERS – Employer portion: $00

Total Voucher #16/ 2016 $575,708.37
MUNICIPALITY OF WEST GREY

Council/Board Report By Dept-(Unpaid)

Vendor : @TH00001 To ZZZ91192
Batch : 287 To 287
Department : All

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<td>Administration Benefits</td>
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<td>Courier service to deliver water samples to lab - July (5)</td>
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<td>Admin Water Monitoring/Maintenance</td>
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<td>Repair repeater system on Ayton Pmpr supplies</td>
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Department Total: 9.49
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<td>DURHAM VETERINARY CLINIC</td>
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<td>P-200-0000148</td>
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**Note:** The above table represents a portion of the document content. For a complete understanding, please refer to the original document.
## MUNICIPALITY OF WEST GREY
### Council/Board Report By Dept-(Unpaid)

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### DEPARTMENT 5020
- Hardtop Maintenance

#### DEPARTMENT 5035
- Safety
  - COUNTY OF GREY
    - Civic addressing signs: May & June: 17135
    - Safety Maintenance: 1-5-5035-0100
  - CRS CONTRACTORS RENTAL SUPPLY
    - Safety flags: 1207586
    - Safety Maintenance: 1-5-5035-0100
  - IDEAL SUPPLY COMPANY LIMITED
    - Sign bolts, etc: 2625347
    - Safety Maintenance: 1-5-5035-0100

#### DEPARTMENT 5045
- Overhead
  - AIR LIQUIDE CANADA INC
    - June cylinder rental (5-L, 2-S, 1-P): 65055411
    - Overhead: 1-5-5045-0100
  - COUNTERFORCE
    - Nby Dept alarm monitoring Sept 2-Dec 2: 9362886
    - Overhead: 1-5-5045-0100
  - CRAWFORD & COMPANY (CANADA) INC
    - Ins Professional services to July 20/16: 2782576-1
    - Overhead: 1-5-5045-0100
  - FUEHRER DOUG
    - 2017 Workboat allowance: AUG 16/16 BO
    - Public Works Benefits: 1-5-5045-1015
  - HWY 4 TRUCK SERVICE LTD
    - Chain binder: 76110
    - Overhead: 1-5-5045-0100
  - DURHAM FOODLAND #6830
    - Bottled water purchased Aug. 8: 6583
    - Overhead: 1-5-5045-0100
  - JULY 23/July water & ice purchased: 9570
  - Bottled water purchased: 1-5-5045-0100
  - Bottled water purchased: 1-5-5045-0100

#### DEPARTMENT 5055
- Equipment
  - Vanhoutte Coffee Services
    - Coffee delivery - Aug. 16: 66038663
    - Overhead: 1-5-5055-0100
  - WELBECK SAWMILL LTD
    - Box of 100 screws / Cobalt drill bits: 542702
    - Overhead: 1-5-5055-0100
  - WEST GREY AUTO PARTS
    - Fuel hose, clamp, cnctrs: 90092042 A
    - Overhead: 1-5-5055-0100
  - YOU1368
    - YOUNG'S HOME HARDWARE BLDGE CEN
      - Toilet float, lever, etc: 464475
      - Overhead: 1-5-5055-0100

#### Department Totals:
- 1,868.78
- 358.00
- 29,345.77
## MUNICIPALITY OF WEST GREY

### Council/Board Report By Dept-(Unpaid)

**Vendor**: @TH00001 To ZZZ91192  
**Batch**: 287 To 287  
**Department**: All

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<td>5055</td>
<td>1-5-5055-0100</td>
<td>BH2N 7way RV to 4 flat adapter</td>
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<td>25-Aug-2016</td>
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<td>F1WG 8&quot; Offset mirror</td>
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<td>JEFF SCHWEHR'S AUTOMOTIVE LTD</td>
<td>LOF, repair rear brakes, service front brakes, spark plugs (154,725kms)</td>
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<td>KLE1017</td>
<td>Decking lumber - Ash</td>
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<td>OSPREY EQUIPMENT REPAIR LTD</td>
<td>Replace rad, etc</td>
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<td>WELL24025</td>
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### DEPARTMENT 5700

**Water Neustadt**  
**CRS93048 CRS CONTRACTORS RENTAL SUPPLY**  
**7390999 Polyethylene tubing - Aug. 22**  
**1-5-5700-2010 Water Material & Supplies**

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### DEPARTMENT 5720

**Durham Water**  
**HOP00011 HOPKINS TREE SPADE SERVICE**  
**357 A Mini excavator July 11 @ South Str pmp stn - sidewalk**  
**357 B July 13 remove asphalt from driveways on Bruce & Elgin Str - mini excavator**  
**1-5-5720-2010 Water Material & Supplies Durham**

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**S619029 S & E LAWN CARE & SNOW REMOVAL**  
**2016-0541 A DurthA' grass cut - Aug. 11**  
**1-5-5720-3011 Water Durham Contract Labour**  
**1-5-5720-3011 Water Durham Contract Labour**  
**1-5-5720-3011 Water Durham Contract Labour**

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**SAN19017 SANDY HAMILTON PLUMBING & HEAT**  
**10063 Service call @ D.Well Pmp : unplug floor drain**  
**1-5-5720-2010 Water Material & Supplies Durham**

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<th>GL Account</th>
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**Department Total**: 6,898.12  
**Department Total**: 20.34  
**Department Total**: 1,416.89
# MUNICIPALITY OF WEST GREY

## Council/Board Report By Dept-(Unpaid)

**Vendor:** @TH00001 To ZZZ91192  
**Batch:** 287 To 287  
**Department:** All

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<th>CC3</th>
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184-13  
1-5-5730-3060  
SAN99017  
10062  
1-5-5730-2010  
XYL00001  
3559257612  
1-5-5730-2010 | 287   | 25-Aug-2016 | 07-Sep-2016 | 3,560.18 | **Sewer Durham**  
JULY : biosolids processing (6)  
**Sewer Durham Sludge Storage/Haulage**  
**SANDY HAMILTON PLUMBING & HEAT**  
Service call @ D.Swq Plant : repair leaking taps  
**Sewer Material & Supplies Durham**  
D Swr. lift pump rebuilt  
**Sewer Material & Supplies Durham** | 287   | 25-Aug-2016 | 07-Sep-2016 | 161.53   | 287   | 25-Aug-2016 | 07-Sep-2016 | 3,616.21 |
| **Department Total:** |       |                |                | 7,337.82 |

| **DEPARTMENT 5741**  
GRA00010  
2226  
1-5-5741-2031 | 287   | 25-Aug-2016 | 07-Sep-2016 | 140.12   | **West Grey Water**  
**GRAHAM DRIVING SERVICE**  
Courier service to deliver water samples to lab - July (5)  
**West Grey Water Monitoring/Maint** | 287   | 25-Aug-2016 | 07-Sep-2016 | 140.12 |
| **Department Total:** |       |                |                | 140.12 |

| **DEPARTMENT 6000**  
WAL00004  
WADO012768  
1-5-6000-2057  
WAS03013  
969-500799  
1-5-6000-3012  
1-5-6000-3013  
1-5-6000-3013  
1-5-6000-3013  | 287   | 25-Aug-2016 | 07-Sep-2016 | 97.86   | **Landfill**  
**WALKERTON HERALD-TIMES**  
WG Progress Ad: HHW Day July 23rd  
**Landfill Hazardous Waste Day**  
**WASTE MANAGEMENT OF CANADA COR**  
JULY Curbside : Garbage/Recycle/Bins:B,N,D  
Garbage Collection  
Landfill - Recyling Expenses  
Landfill - Recyling Expenses  
Landfill - Recyling Expenses  
Landfill - Recyling Expenses | 287   | 25-Aug-2016 | 07-Sep-2016 | 10,374.06 |
| **Department Total:** |       |                |                | 27,256.11 |

| **DEPARTMENT 6030**  
HOT00002  
32044  
1-5-6030-2057 | 287   | 25-Aug-2016 | 07-Sep-2016 | 17,936.14 | **Landfill Durham**  
**HOTZ ENVIRONMENTAL SERVICES IN**  
HHW day - July 23 @ Durham  
**Landfill Durham Hazard Waste Day** | 287   | 25-Aug-2016 | 07-Sep-2016 | 17,936.14 |
| **Department Total:** |       |                |                | 17,936.14 |

| **DEPARTMENT 6600**  
SHE19059  
11053  
1-5-6600-2175  
11550  
1-5-6600-2175 | 287   | 25-Aug-2016 | 07-Sep-2016 | 169.50   | **Cemetery Durham**  
**SHELBURNE MEMORIALS LIMITED**  
Niche Door completed May 20th  
Cemetery Columbarium Door Engraving  
Niche Door completed Aug. 12th  
Cemetery Columbarium Door Engraving | 287   | 25-Aug-2016 | 07-Sep-2016 | 169.50 |
| **Department Total:** |       |                |                | 339.00 |

| **DEPARTMENT 6610**  
S819029  
2016-0541 A  
1-5-6610-3011 | 287   | 25-Aug-2016 | 07-Sep-2016 | 29.10   | **Cemetery Other**  
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Cemetery Contract Labour  
Cemetery Contract Labour  | 287   | 25-Aug-2016 | 07-Sep-2016 | 29.10 |
| **Department Total:** |       |                |                | 29.10 |

| **DEPARTMENT 6610**  
S819029  
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1-5-6610-3011 | 287   | 25-Aug-2016 | 07-Sep-2016 | 52.39   | 287   | 25-Aug-2016 | 07-Sep-2016 | 52.39 |
| **Department Total:** |       |                |                | 52.39 |

| **DEPARTMENT 6610**  
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1-5-6610-3011 | 287   | 25-Aug-2016 | 07-Sep-2016 | 18.05   | 287   | 25-Aug-2016 | 07-Sep-2016 | 18.05 |
| **Department Total:** |       |                |                | 18.05 |

| **DEPARTMENT 6610**  
S819029  
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| **DEPARTMENT 6610**  
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| **Department Total:** |       |                |                | 20.94 |
# MUNICIPALITY OF WEST GREY
## Council/Board Report By Dept-(Unpaid)

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- 7210 Recreation Durham Arena Hall: $153.87
- 7220 Durham Summer Programs: $9.11
- 7500 Recreation Normanby Cen Hall: $11.29
- 7600 Recreation Neustadt Comm Hall: $11.70
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## Council/Board Report By Dept-(Unpaid)

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- **DEPARTMENT 9550**: 126,943.24
- **DEPARTMENT 9553**: 107.35
- **DEPARTMENT 9572**: 601.16

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237,324.96
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### MUNICIPALITY OF WEST GREY

#### Council/Board Report By Dept-(Computer)

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#### DEPARTMENT 5045

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| AIG01088 | AIG INSURANCE COMPANY OF CANADA | | | | | | | | | |
| SEPT. 2016 | Accid Death & Dsmbrmnt - September | | | | | | | | | |
| 1-5-5045-1013 | Public Works Life Insurance | 287 | 25-Aug-2016 | 25-Aug-2016 | 40.81 | |

#### BRU02119 | BRUCE TELECOM | | | | | | | | | |
| 100-5769 AUG. D.Depot internet to Sept. 3 | | | | | | | | | |
| 1-5-5045-0100 | SHED | | | | | | | | | |
| SPA19370 | SPARLING'S PROPANE CO. LTD. | | | | | | | | | |
| 109321 | B.Depot propane delivery Aug. 3rd | | | | | | | | | |
| 1-5-5045-0100 | SHED | | | | | | | | | |

#### SUN03093 | SUN LIFE ASSURANCE CO.CANADA | | | | | | | | | |
| SEPT. 2016 | Empl.Life, Dep.Life, STD, LTD - September | | | | | | | | | |

#### DEPARTMENT 5055

Equipment

| IMP00002 | IMPERIAL OIL | | | | | | | | | |
| 46523962 | Fuel purchases July 6-Aug. 4'16 | | | | | | | | | |
| 1-5-5055-0100 | TR14WC | Equipment (Machinery Operations) | | | | | | | | | |
| 1-5-5055-0100 | TR17WC | Equipment (Machinery Operations) | | | | | | | | | |
| 1-5-5055-0100 | TR7WG | Equipment (Machinery Operations) | | | | | | | | | |
| 1-5-5055-0100 | TR9WG | Equipment (Machinery Operations) | | | | | | | | | |

#### MIN13068 | MINISTER OF FINANCE | | | | | | | | | |
| AUG. 25/16 | A 2017 Licence Plate sticker renewals | | | | | | | | | |
| 1-5-5055-0100 | TRCBO | Equipment (Machinery Operations) | 287 | 25-Aug-2016 | 25-Aug-2016 | 108.00 | |

#### WAY02114 | WAYNE BIRD FUELS | | | | | | | | | |
| JULY 2016 | Dye/Clear diesel deliveries - July | | | | | | | | | |
| 1-5-5055-0100 | GR1WG | Equipment (Machinery Operations) | 287 | 25-Aug-2016 | 25-Aug-2016 | 161.36 | |
**MUNICIPALITY OF WEST GREY**  
**Council/Board Report By Dept-(Computer)**

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**Batch:** 287 To 287  
**Department:** All

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**DEPARTMENT 5055**  
**Equipment**

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**DEPARTMENT 7000**  
**Recreation Normanby Arena**

**AIG01088**  
**AIG INSURANCE COMPANY OF CANADA**

**SEPT. 2016**  
**Accid.Death & Dsmbrmnt - September**
1-5-7000-1013  
**Nby Arena Life Insurance**  
287 25-Aug-2016  25-Aug-2016  
4.17

**GRA07120**  
**GRANNY’S**

**AUG. 16/16**  
**Nby Family Fun Ball Tourney: alcohol**
1-5-7000-2165  
**Recreation Fundraising Exp Normanby**  
287 17-Aug-2016  17-Aug-2016  
3,979.17

**SPA19370**  
**SPARLING'S PROPANE CO., LTD.**

**121003**  
**Nby Arena propane delivery - Aug. 12**
1-5-7000-2031  
**Normanby Arena Propane/Water Ht**  
287 25-Aug-2016  25-Aug-2016  
426.04

**SUN03093**  
**SUN LIFE ASSURANCE CO.CANADA**

**SEPT. 2016**  
**Enml.Life, Dep.Life, STD, LTD - September**
1-5-7000-1013  
**Nby Arena Life Insurance**  
287 25-Aug-2016  25-Aug-2016  
340.05

**Department Totals:**  
6,828.13

**Department Totals:**  
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**Department Totals:**
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- Recreation Durham Arena: 40.99
- Durham Summer Programs: 40.99
- Durham Park: 335.14
- Library: 706.71

**Computer Paid Total:** 54,849.08
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**Council/Board Report By Dept-(EFT)**

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**Batch:** 287 To 287  
**Department:** All  
**EFT Paid Date:** 01-Jul-2016 To 07-Sep-2016  
**Bank:** 1 To 1  
**Class:** All

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**Department Totals:** 2,890.76

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| 172 SOUTH AU 172 South Str E hydro to July 23 |
| 1-5-1005-2014 Corporate Costs Utilities |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 39.22 |
| UNI21001 UNION GAS LIMITED |
| 453 GARAF AU 453 Garafaxa S heat/mthly charge to Aug. 9 |
| 1-5-1005-2075 Corporate Costs Lease Agreement Exp |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 24.57 |

**Department Totals:** 63.79

<p>| DEPARTMENT 1400 Fire Durham |
| BEL02078 BELL CANADA |
| 369-2121 JULY D.Fire 'IN Line' to Aug. 24 |
| 1-5-1400-2016 Fire Durham Telephone/Fax/Internet |
| 287 | 18-Aug-2016 | 18-Aug-2016 | 80.31 |
| 369-2505 JULY D.Fire stn phone to Aug. 24 |
| 1-5-1400-2016 Fire Durham Telephone/Fax/Internet |
| 287 | 18-Aug-2016 | 18-Aug-2016 | 124.14 |
| 369-5050 JULY D.Fire 'OUT Line' phone to Aug. 24 |
| 1-5-1400-2016 Fire Durham Telephone/Fax/Internet |
| 287 | 18-Aug-2016 | 18-Aug-2016 | 80.31 |
| EAS00005 EASTLINK |
| 117461 1-5-1400-2016 Durh Fire stn internet to Sept. 18 |
| 1-5-1400-2016 Fire Durham Telephone/Fax/Internet |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 94.81 |
| HYD15021 HYDRO ONE NETWORKS INC. |
| 110 JOHN AUG Radio bldg hydro to July 23 |
| 1-5-1400-2014 Fire Durham Utilities |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 18.19 |
| 179 GEO A AU D.Fire Chief office, etc hydro to July 23 |
| 1-5-1400-2014 Fire Durham Utilities |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 342.06 |
| 179 GEO B AU D.Fire hall, etc hydro to July 23 |
| 1-5-1400-2014 Fire Durham Utilities |
| 287 | 24-Aug-2016 | 24-Aug-2016 | 264.93 |
| UNI21001 UNION GAS LIMITED |
| 179 GEO W AU D.Fire Stn heat/mthly charge to Aug. 1 |
| 1-5-1400-2014 Fire Durham Utilities |
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325.51

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Department Totals: 2,025.34
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**Department Totals:**
- 7,385.85
- 1,229.82
- 151.11
- 401.20
- 1,027.57

**DEPARTMENT 5710**  
**Sewer Neustadt**
# MUNICIPALITY OF WEST GREY
## Council/Board Report By Dept-(EFT)

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**Department Totals:** 318.52

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**Department Totals:** 2,908.81

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**Department Totals:** 5,847.64

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**Department Totals:** 34.62

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**Department Totals:** 71.43

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**Department Totals:** 89.57

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**Department Totals:**
## MUNICIPALITY OF WEST GREY

### Council/Board Report By Dept (EFT)

**Date:** Aug 25, 2016  
**Time:** 12:02 pm

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**Department Totals:** 328.94

## DEPARTMENT 7100  Recreation Neustadt Arena

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**Department Totals:** 442.26

## DEPARTMENT 7200  Recreation Durham Arena

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**Department Totals:** 3,392.90

## DEPARTMENT 7210  Recreation Durham Arena Hall

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**Department Totals:** 353.77
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- Neustadt Park Utilities: 160.79
- Durham Park Utilities: 75.39
- Library Water Maintaining/Other Maint: 98.91

EFT Paid Total: 97,663.61

- Total Unpaid for Approval: 237,324.96
- Total Manually Paid for Approval: 0.00
- Total Computer Paid for Approval: 54,649.08
- Total EFT Paid for Approval: 97,663.61
- Grand Total ITEMS for Approval: 389,637.65
1. Subject: 2017 Connecting link Application - Garafraxa Bridge

Background
At the Committee of the Whole Meeting on June 27, Council approved using the Garafraxa Bridge Project for the 2017 Connecting Link Fund. The DIPW recently met with a Rep from WSP Engineering Consultants to review the extent and of the intended work to use towards the application. The estimated cost for repairs is set at approx. $390,000 (see attached).

To summarize the proposed work includes:

- Milling off 50mm of concrete
- Deck Delamination repair around cracks
- Joint repair
- Soffit repair
- Application of Fast Crete for patches
- Erosion control at Storm outlet
- Railing post replacement and railing rehabilitation
- Sidewalk and curb repairs
- Remove and relocate sanitary manhole clear of approach slab
- Water proof and application of hot mix

The DIPW has forwarded a copy of the engineers estimate to Richard Vandenboorn from the MTO to prescreen our application and assist with strengthening the application before submitting.

Recommendation:

DIPW#1: for Council’s Information

West Grey 2020 Action Plan
Decisions respecting this subject support the following Strategic Priority and Goals identified in the approved West Grey 2020 Action Plan:

**Strategic Priority**
1. Ensure the Financial Sustainability of the Municipality.
   Strategy A.3 – Asset Management Planning

3. providing information and communicating with the public.
   Strategy C.1 – Municipal Communication
Existing Structure

The 16 m span concrete rigid frame structure was constructed in 1960 with a deck repair concrete overlay in the mid 1990's. This bridge crosses the Saugeen River and provides two (2) way single lane vehicle traffic plus parking lanes and pedestrian sidewalks on each side.

This structure provides a vital link for the Provincial Highway 6 from the GTA via Guelph north to Owen Sound and the tourist area of the Northern Bruce Peninsula and Manitoulin Island, Sudbury connection to the Trans Canada Highway.

This crossing accommodates a trunk watermain suspended under the west side sidewalk and gas main under the east side sidewalk.

Existing Condition

This 56 year old bridge is approaching its life expectancy showing signs of deterioration of concrete delamination, scaling and cracking and in some areas, the steel reinforcing is exposed. Water damage with leachate staining through the deck is evident on the soffit and abutment face.

Other defects noted during the August 2016 3 OSIM inspection are as follows:

- Separation along gutter line between sidewalk curb face and deck.
- Fatigue failure of end expansion joints at approach slab and asphalt.
- Severe cracking of deck and sidewalk surfaces.
- Concrete shear and damage problem at bridge abutment wingwall ends and embankment concrete retaining wall (northwest corner).
- Failure/erosion of storm sewer outlet at southwest corner.
- Barrier and approach protection (rotten timber post of steel beam guiderail) is code deficient (steel barrier posts split vertically).

These existing condition deficiencies are further detailed and visually evident in the attached OSIM report.

Proposed Rehabilitation

Based on the existing condition and results of the Condition Survey, the compressive strength of the concrete was tested to range from 40 to 50 kPa and most of the identified damage is surface of elements that can be repaired and/or replaced. The main components of the structure being the concrete/steel rigid frame, abutment and foundation are relatively sound and in good condition.

Repair/Rehabilitation Works

1. Remove all delaminated and spalled concrete deck surface (by milling) and soffit, sidewalks, expose end of bridge/approach slab joint and asphalt approach.

2. Expose and clean steel reinforcement (sandblast), replace section loss steel with epoxy coated rebar, clean and paint exposed existing rebar steel.
3. Remove, salvage, and rehabilitate existing steel barrier railing and approach barrier protection.

4. Remove and replace all damaged barrier columns with new hollow steel sections.

5. Rehabilitate existing barrier sound columns.

6. Remove the existing sanitary manhole in the south approach slab to be relocated southerly clear of the approach slab.

7. Remove broken concrete and repair end of abutment wingwall and concrete retaining wall connection.

8. Remove and replace damaged concrete sidewalk and curb.

9. Apply waterproofing membrane on deck and place asphalt protection wearing surface on bridge deck and approach slabs.

Prior to this generally described work, detailed investigation and design is necessary in order that full highway loading is maintained. All proposed works to be designed and constructed in accordance with the Canadian Highway Bridge Design Code (CHBDC) ESA S6-14.

Preliminary Estimated Costs

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<td>Partial 50mm depth (milling) concrete removal on deck and approach slabs – 250 m² @ $400/ m²</td>
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<td>Removal of additional depth of delaminated concrete on deck and soffit - 50 m² @ $300/ m²</td>
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<td>Exposing, sandblast and clean existing rebar and zinc coating – L.S.</td>
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<td>Place epoxy steel rebar, deck and sidewalk, approach slabs and soffit – L.S.</td>
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<td>Supply and place new sanitary sewer clean out – L.S.</td>
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<td>Supply and place unshrinkable backfill M.H. void (0.7 mPa concrete) – 2.5 m³ @ $500.00/ m³</td>
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<td>Supply, place by form and pump, and finish non-shrink &quot;fast-crete&quot; patch concrete and patches in deck and sidewalk soffit – L.S.</td>
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<td>Removal of approach asphalt, partial depth - 250 m² @ $5/ m²</td>
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<td>Remove and replace expansion joint seals with SM foam, backer rod, and rubberized sealant - 30m @ $200/m</td>
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<td>Supply and place bridge deck waterproof membrane and protection board on deck and waterstop along gutter line – 250 m² @ $40/ m²</td>
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<td>Remove and replace existing barrier posts – 17 each @ $800/each</td>
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Respectfully submitted,

WSP Canada Inc.

[Signatures]

George L. Prentice, P. Eng.  Katherine Hemstock, EIT

Page 3
2. Subject: Gutzke Town House Development - Environmental Compliance Approval Extension (ECA)

Background
The existing ECA for the Gutzke Townhouse Development in Neustadt expires on October 31, 2016. Mr. Daryl M. Robins Consulting Inc. acting on behalf of Mr. Gutkze is seeking an extension to the ECA. As stated in the attached letter, there are no design changes to the proposed townhouse Development. (See attached)

Recommendation:

DIWP#2 – seeking Council’s Approval

West Grey 2020 Action Plan
Decisions respecting this subject support the following Strategic Priority and Goals identified in the approved West Grey 2020 Action Plan:

Strategic Priority
2. Development of West Grey Economy.
Strategy B.5 – Population Growth

3. providing information and communicating with the public.
   Strategy C.1 – Municipal Communication
Good morning Mr. Glasier,

In 2013, an Environmental Compliance Approval (ECA) was granted by the Ministry of the Environment for storm works and sanitary sewers for Mr. Gutzke proposed townhouse development, in Neustadt. (Please see the attached copy of the ECA). The approval for the interim works noted on the ECA (temporary swales) expires in October 31, 2016. The ECA expires in 2018.

We would like to apply for an extension of the ECA and as such we are applying for an amendment to the Environmental Compliance Approval. Please find the enclosed ECA Application form (ECA for resubmission.pdf).

We require a signature on the ECA Application form from a representative from the Municipality of West Grey. Could you please arrange to sign the Application form? (If so, please sign the 2016 signature page and return it to us).

There are no changes to the design. We are simply asking for an extension of the expiry date for the Approval. The Application for an Amendment to the ECA is also attached for your reference.

If required, we can provide the drawings by a separate email. Please let us know, if you require any other information to arrange to sign the MOECC’s ECA Application form.

Kind Regards,

Laura Swanson, P.Eng.

DARRYL M. ROBINS CONSULTING INC.
4844 Highway No. 6
Miller Lake, ON
N0H 1Z0

519 795-7094
ENVIRONMENTAL COMPLIANCE APPROVAL
NUMBER 8807-9CK9L
Issue Date: October 31, 2013

Paul Gutzke
222 Victoria Street South
Kitchener, Ontario
N2G 2C2

Site Location: Gutzke Townhouse Development
Queen Street
Municipality of West Grey, County of Grey

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19
(Environmental Protection Act) for approval of:

**oversized storm sewers, sanitary sewers, stormwater management facilities and an interim stormwater management works**, to serve a 16 unit Gutzke Townhouse Development, in the Municipality of West Grey, for the treatment and disposal of stormwater runoff, to provide Enhanced Level water quality protection and to attenuate post-development peak flows to allowable release levels, discharging to the existing Queen Street ditch and ultimately to Meux Creek, for all storm events up to and including the 100-year return storm, consisting of the following:

- **oversized storm sewers** to be constructed along Street D, from approximately 40 metres south of Queen Street to approximately 10 metres south of Queen Street between CBM12 and CBM14, having a cross section of 900 millimetre dia designed to provide 100 year stormwater storage volume of approximately 20.24 cubic metres controlling the flow through a flow control structure;

- **a flow control structure** to be installed in CBM14 (Station 2+015), through a v-notch sharp crested weir installed at an invert elevation of 300.05 metre at a flow depth of 0.8 metre from the crest complete with a 300 mm diameter storm sewer at an invert elevation of 300.05 metre discharging the 5-year peak flow of 44 litres per second and the 100-year peak flow of 89 litres per second to oil/grit separator and a 375 mm diameter storm sewer at an invert elevation of 300.35 metre discharging the 100-year controlled flow of 90 L/s to the existing ditch located along Queen Street and ultimately to Meux Creek;

- **sanitary sewers** to be constructed along Street D (from approximately 120 metres south of Queen Street to Queen Street) and along Queen Street (from Street D to approximately 228 metres east of Street D, discharging to existing sanitary sewers located along Queen Street;

- **one (1) enhanced grassed swale**, located along the west side the townhouse development, designed to accommodate up to and including the 100-year return storm runoff from a catchment area of 3.73 hectares (0.31 ha of the portion of 16 unit Townhouse Development and 3.42 ha of external drainage areas), providing a minimum annual TSS removal of 80%, having an active storage volume of approximately 69 cubic metres, a total length of approximately 114 metres, a depth of 0.45 metres, side slopes of 3:1, a bottom grade of 0.5%, a maximum flow depth of 450 millimetres, a v-shape cross-section with top width of 2.7 metres and allowing a maximum discharge of 700 litres per second (100-year storm) via 200 mm dia rip-rap, which eventually discharges to the existing Queen Street ditch and ultimately to Meux Creek;

- **one (1) enhanced grassed swale**, located along east side the townhouse development, designed to accommodate up to and including the 100-year return storm runoff from a catchment area of 0.22 hectares, providing a minimum annual TSS removal of 80%, having an active storage volume of approximately 31 cubic metres, a total length of approximately 114 metres, a depth of 0.3 metres, side slopes of 3:1, a bottom grade of 1%, a maximum flow depth of 300
millimetres, a v-shape cross-section with top width of 1.8 m, and allowing a maximum discharge of 420 litres per second (100-year storm) via 200 mm dia rip-rap, which eventually discharges to the existing Queen Street ditch and ultimately to Meux Creek;

- one (1) oil/grit separator, 1200 millimetre dia Defender located on Street D downstream of the CBM3H4, servicing a drainage area of 0.9 hectare, designed for a minimum long term average total suspended solids removal of 85.6% (Enhanced level of protection), having a sediment capacity of 530 litres, an oil capacity of 265 litres, a total holding capacity of 1450 litres and a maximum treatment flow rate of 85 litres per second, discharging via 300 mm dia storm sewer to the existing ditch located along Queen Street and ultimately to Meux Creek;

- one (1) interim enhanced grassed swale, located adjacent to Hammerhead of Street D, designed to accommodate up to and including the 100-year return storm runoff from a catchment area of 0.61 hectare, providing a minimum annual TSS removal of 80%, having an active storage volume of approximately 15.1 cubic metres, a total length of approximately 100.5 metres, a depth of 0.2 metres, side slopes of 3:1, a bottom grade of 0.5%, a maximum flow depth of 200 millimetres, a v-shape cross-section with top width of 1.8 m, and allowing a maximum discharge of 200 litres per second (100-year storm) to the western swale, which eventually discharges via the proposed west side of Street D to the existing Queen Street ditch and ultimately to Meux Creek;

all in accordance with the application from Paul Gutzke, dated May 21, 2013 and received on September 5, 2013, including final plans and specifications provided by Darryl M. Robins Consulting Inc.

For the purpose of this environmental compliance approval, the following definitions apply:

1. "Approval" means this Environmental Compliance Approval and any Schedules to it, including the application and supporting documentation;

2. "Director" means any Ministry employee appointed by the Minister pursuant to section 5 of the Part II.1 of the Environmental Protection Act;

3. "Ministry" means the Ontario Ministry of the Environment;

4. "Owner" means Paul Gutzke, and includes its successors and assignees;

5. "District Manager" means the District Manager of the appropriate local district office of the Ministry, where the Works are geographically located;

6. "Water Supervisor" means the Water Supervisor of the appropriate local office of the Safe Drinking Water Branch of the Ministry, where the Works are geographically located;

7. "Works" means the sewage works described in the Owner's application, this Approval and in the supporting documentation referred to herein, to the extent approved by this Approval; and

8. "Interim Works" means the interim stormwater management works, described in this Approval and that are to be used for short-term purposes only in accordance with this Approval until otherwise an extension of this period has been granted.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

**TERMS AND CONDITIONS**

1. **GENERAL PROVISIONS**

1.1 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
1.2 Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, the application for Approval of the Works and the submitted supporting documents and plans and specifications as listed in this Approval.

1.3 Where there is a conflict between a provision of any submitted document referred to in this Approval and the Conditions of this Approval, the Conditions in this Approval shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.

1.4 Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.

1.5 The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected thereby.

2. EXPIRY OF APPROVAL

2.1 The Approval issued by this Approval will cease to apply to those parts of the Works which have not been constructed within five (5) years of the date of this Approval.

2.2 Approval under this Approval to the Interim Works shall expire and become null and void on October 31, 2016.

3. CHANGE OF OWNER

3.1 The Owner shall notify the District Manager and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:

(a) change of Owner;

(b) change of address of the Owner;

(c) change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the District Manager; and

(d) change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the District Manager.

3.2 In the event of any change in ownership of the Works, other than a change to a successor municipality, the Owner shall notify in writing the succeeding Owner of the existence of this Approval, and a copy of such notice shall be forwarded to the District Manager and the Director.

3.3 Notwithstanding any other requirements in this Approval, upon transfer of the ownership or assumption of the Works to a municipality if applicable, any reference to the District Manager shall be replaced with the Water Supervisor.

4. OPERATION AND MAINTENANCE

4.1 The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and operations of the stormwater management Works do not constitute a safety or health hazard to the general public.

4.2 The Owner shall ensure that the design storage volumes are maintained at all times.

4.3 The Owner shall undertake an inspection of the condition of the stormwater management Works, at least once a year (or more frequently if required in accordance with the manufacturer's recommendation), and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the above...
noted stormwater management Works to prevent the excessive build-up of sediment, debris and/or decaying vegetation to avoid reduction of capacity of the stormwater management Works. The Owner shall also regularly inspect and clean out the inlet to and outlet from the Works to ensure that these are not obstructed.

4.4 The Owner shall design, construct and operate the oil/grit separator with the objective that the effluent from the oil/grit separator is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen, foam or discolouration on the receiving system and/or waters.

4.5 The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall keep the logbook at the Owner's corporate office for inspection by the Ministry. The logbook shall include the following:

(a) the name of the Works; and

(b) the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed and method of clean-out of the stormwater management Works.

5. RECORD KEEPING

The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the operation and maintenance activities required by this Approval.

The reasons for the imposition of these terms and conditions are as follows:

1. Condition 1 is imposed to ensure that the Works are built and operated in the manner in which they were described for review and upon which Approval was granted. This Condition is also included to emphasize the precedence of Conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The Condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this Approval the existence of this Approval.

2. Condition 2.1 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.

3. Condition 2.2 is included to ensure that the Interim Works are constructed as planned and designed for interim purposes, as specified in this Approval, and will not become permanent unless so approved by the Director.

4. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.

5. Condition 4 is included as regular inspection and necessary removal of sediment and excessive decaying vegetation from this approved stormwater management Works are required to mitigate the impact of sediment, debris and/or decaying vegetation on the treatment capacity of the Works. It is also required to ensure that adequate storage is maintained in the stormwater management facilities at all times as required by the design. Furthermore, Conditions 4 is included to ensure that the stormwater management Works are operated and maintained to function as designed.

6. Condition 5 is included to require that all records are retained for a sufficient time period to adequately evaluate the long-term operation and maintenance of the Works.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:
1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

_The Notice should also include:_

3. The name of the appellant;
4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director; and;
8. The municipality or municipalities within which the project is to be engaged in.

_An the Notice should be signed and dated by the appellant._

_This Notice must be served upon:_

The Secretary*
Environmental Review Tribunal
555 Bay Street, Suite 1500
Toronto, Ontario
MSG 1E5

AND

The Director appointed for the purposes of Part II.1 of the Environmental Protection Act
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

*Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at:
Tel: (416) 212-6349, Fax: (416) 314-3717 or www.ert.gov.on.ca

_The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act._

DATED AT TORONTO this 31st day of October, 2013

Sherif Hegazy, P.Eng.
Director
appointed for the purposes of Part II.1 of the
_Environmental Protection Act_

I.I/
c: District Manager, MOE Owen Sound District.
Water Supervisor, Owen Sound, MOE Safe Drinking Water Branch.
Laura Swanson, P.Eng., Darryl M. Robins Consulting Inc.
[1.3 Applicant Mailing Address]

Same as Applicant Physical Address?  Yes  No

Civic Address – Street Information (civic numbering and street information includes street number, name, type and direction)  Unit Identifier (suite or unit number)

22 Victoria Street South

Delivery Designator  Delivery Identifier  Postal Station

Municipality/Unorganized Township or Territory  Province/State  Country  Postal Code/ZIP Code

Kitchener  Ontario  Canada  N2G 2C2

[1.4 Statement of the Applicant]

I am authorized to prepare and submit this application and to make this certification. I have reviewed the complete application and I have made all inquiries that are necessary to declare to the best of my knowledge, information and belief:

- The information contained in this application is complete and accurate.
- The Technical Contact(s) identified in this application has/have been authorized to prepare certain technical material, and act on behalf of the applicant to discuss this application with the Ministry of the Environment and to provide additional information about this application to the Ministry on request.
- The information provided to the Technical Contact(s) in relation to this application is complete and accurate.

Name of Signing Authority (please print)  Title

Paul Gutzke  Owner

Telephone Number (include area code & ext.)  Fax Number (include area code)  Mobile Number (include area code)

519-576-0597  ext.

E-mail Address  Signature  Date (yyyy/mm/dd)
grutzkepaul@gmail.com

[1.5 Statement of the Municipality  N/A]

I, the undersigned hereby declare on behalf of the Municipality, that the Municipality has no objection to the construction of the works in the Municipality.

Name and Title (please print)  Name of Municipality  Date (yyyy/mm/dd)

Brent Glasser, Director of Infrastructure & Public Works  West Grey

Signature

Form ID: 56244  Page 7
3. Subject: Correspondence from the Township of Carlow/Mayo

Background:
The Township of Carlow/Mayo requesting support to amend Bill 171 of the Highway Traffic Act which protects Emergency Responders during the course of their duties while engaged in activity along a roadway/highway to include municipal workers engaged in road side maintenance activities. (See attached)

Recommendation:
The DIPW recommends Council endorses this request.

DIPW#3 – Seeking Council’s Direction

West Grey 2020 Action Plan
Decisions respecting this subject support the following Strategic Priority and Goals identified in the approved West Grey 2020 Action Plan:

Strategic Priority
3. providing information and communicating with the public.
   Strategy C.1 – Municipal Communication
2016 08 17

The Honourable Steven Del Duca
Minister of Transportation
Unit 3 5100 Rutherford Road
Woodbridge, Ontario
L4H 2J2

Dear Minister Del Duca:

I am writing today to urgently request your support regarding Bill 171, Highway Traffic Amendment Act (Waste Collection Vehicles and Snow Plows), 2016.

The Council of the Township of Carlow/Mayo considers this Bill to be an important initiative that will save lives and ensure that workers whose jobs take place in roadways are made safer.

The following quotation from the Milestones Magazine highlights the concerns in our municipality:

“For many of these workers, their workplace is a vehicle and the edge of the road where there is increased risk from careless and distracted drivers and rear end collisions. The increased risk, resultant injuries and fatalities that are associated with this kind of work are a problem across North America. This Bill would bring Ontario in line with other jurisdictions that have already protected similar workers.” OGRA MILESTONES Spring/Summer 2016

We strongly agree with the above quoted statement as our operators have been involved in motor vehicle accidents due to the inattention and distraction of the public.

Our operators should be treated the same as the O.P.P., EMS and Fire because we also provide essential service to the public.

Yours truly,

Bonnie Adams
Reeve of the Township of Carlow/Mayo

Copy – All Ontario Municipalities
4. Subject: Lease of New 2016 Case Backhoe

Background:
The Director of Infrastructure and Public Works presented the results of a RFP for a new or late model backhoe. On the recommendation of the DIPW, Council approved the 5 year lease option presented by CASE for a 580SN model backhoe. The delivery of a new factory ordered backhoe will not arrive until mid-November. The supplier has indicated that it currently has an identical model in inventory but has a few differences in options but the lease price submitted in the RFP remains unchanged. Listed below is the differences in Options between the RFP and Stock Model:

<table>
<thead>
<tr>
<th>RFP Specification</th>
<th>Stock Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Shuttle shift</td>
<td>power shift transmission(automatic)</td>
</tr>
<tr>
<td>1 door</td>
<td>2 door</td>
</tr>
<tr>
<td>Rear auxiliary hydraulics</td>
<td>None</td>
</tr>
</tbody>
</table>

The DIPW has discussed this option with the Road Supervisor and he supports considering the existing stock backhoe from Case. The supplier has indicated that delivery of this unit is available within two weeks.

Recommendation:
The DIPW recommends leasing the new Case 580SN model currently in stock.

DIPW#4 – Seeking Council’s Approval

West Grey 2020 Action Plan
Decisions respecting this subject support the following Strategic Priority and Goals identified in the approved West Grey 2020 Action Plan:

Strategic Priority
1. Ensure the Financial Sustainability of the Municipality.
Strategy A.3 – Asset Management Planning
5. **Subject: Recommendation from the August 29, 2016 Committee of the Whole Meeting re: Heritage Walkway Bridge (Durham Trestle Bridge)**

The Committee of the Whole passed the following resolution during the August 29, 2016 Committee of the Whole Meeting:

"Hutchinson-Lawrence, Resolved that, the Committee of the Whole hereby recommends Council submit an Ontario 150 Community Capital Program grant application for the replacement of the Heritage Walkway Bridge (Durham Trestle Bridge) using a wood design, at an estimated replacement cost of $300,000.00, with this project earmarked for the 2017 Public Works budget. ... #COW 59-16

Carried."

**Recommendation:**
That Council passes a resolution in support of the resolution by the Committee of the Whole.

Respectfully Submitted
Brent Glasier, C.E.T.
Director of Infrastructure & Public Works
Proposed Expansion of the Hensall District Co-operative Grain Elevator, Drying and Storage Operation

The Municipality of West Grey Committee of the Whole requested additional information be obtained regarding a proposed zoning and official plan amendment to the Township of Southgate, and a proposed official plan amendment to the County of Grey, for the proposed expansion of the Hensall District Co-operative property in the Township of Southgate.

I have attached a copy of the Joint Notice of Public Meeting, as well as a Site Plan, and Planning Justification Report prepared by Cuesta Planning Consultants Inc. (attachment)

The Municipality of West Grey does not typically comment on planning applications, and obviously, at this time, written or oral submissions at the Public Meeting have not been received. As a result, the Municipality does not have the benefit of these comments, or the benefit of reviewing a Planning Report from either the Southgate Municipal Planner or the County of Grey Planner, to gain insight from the respective Planners as to whether or not the proposal conforms to the Southgate Zoning By-law and Official Plan, and the County of Grey Official Plan.

**CR#1 Recommendation: Seek Council direction.**

**West Grey 2020 Action Plan**

Decisions respecting this report should support the following Strategic Priorities and Goals identified in the approved West Grey 2020 Action Plan:
Strategic Priorities
   1. Ensure the Financial Sustainability of the Municipality.
   2. Pursue Economic Development in West Grey.
   3. Enhance Efforts to Inform and Communicate.

Respectfully submitted:
Mark Turner, Clerk
WE'VE RECEIVED SOME DEVELOPMENT APPLICATIONS AND
WE WANT YOUR INPUT

The County of Grey and Township of Southgate want your feedback on a new development proposal.

Why did I get this notice?
You received this meeting notice as you live or own property within 120 metres of the proposed development location.

Description of the Proposed Development
The County and the Township are seeking input on development applications (referred to as the Hensall District Co-operative) to consider allowing for an expansion to an existing grain elevator, drying, and storage operation, as well as a severance of the business from the farm, on the lands shown below. An Official Plan Amendment application has been submitted to the County, while the applicant has also applied for corresponding Official Plan and Zoning By-law Amendments, in addition to a Consent application for a severance, with the Township of Southgate to permit the proposed development on the lands shown below.

Location of the Proposed Development
The subject lands are located in the Township of Southgate. The legal description of the property is Part of Lot 7, Concession 17, in the geographic Township of Proton, now in the Township of Southgate. See key map below.

Location and Timing of the Public Meeting
The County of Grey and the Township of Southgate will be hosting a public meeting for these applications on Wednesday September 7th, 2016 at 7:00 p.m. The meeting will be held at the Township of Southgate Council chambers at 185667 Grey County Rd 9, R R # 1, Dundalk, Ontario, NOC 1B0.
What can I expect at the Public Meeting?

The public meeting is an opportunity for members of the public to learn more about the proposed development. Attendees have the opportunity to hear a brief presentation about the development, ask questions, and/or make statements either in favour of, or in opposition to the development. At the meeting members of the public will also hear a summary of any comments received about the proposed development prior to the public meeting.

The public meeting will take place at a Council meeting and the Mayor (or designated Chair) will act as the moderator for the meeting. The moderator will keep the meeting in order and allow the applicant (and their development team), the public, and members of Council to speak and ask questions.

No decisions are made at this meeting. It is simply an opportunity to learn and provide feedback.

If I can’t attend the Public Meeting, can I still participate?

Yes you can still participate. You can learn more about the proposed development by contacting the County or Township offices, or by reading the materials on the County or Township websites at the below links. You may also choose to submit comments via letter or email, after taking the time to learn about the proposed development. All of the contact information for both the Township and County has been provided below:

https://www.grey.ca/planning-development/planning-applications
https://southgate.civicweb.net/filepro/documents/63963

<table>
<thead>
<tr>
<th>County of Grey Contact Information:</th>
<th>Township of Southgate Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Taylor</td>
<td>Clinton Stredwick</td>
</tr>
<tr>
<td>County of Grey Planning Department</td>
<td>Township of Southgate</td>
</tr>
<tr>
<td>595 9th Avenue East</td>
<td>185667 Grey County Rd 9, R R # 1</td>
</tr>
<tr>
<td>Owen Sound, Ontario, N4K 3E3</td>
<td>Dundalk, Ontario, N0C 1B0</td>
</tr>
<tr>
<td>Phone: 519-372-0219 ext. 1238</td>
<td>Phone: 519-523-2110 ext. 228</td>
</tr>
<tr>
<td>Email: <a href="mailto:scott.taylor@grey.ca">scott.taylor@grey.ca</a></td>
<td>Email: <a href="mailto:planning@southgate.ca">planning@southgate.ca</a></td>
</tr>
</tbody>
</table>

What is being proposed through the applications?

This development requires four applications, a County of Grey Official Plan Amendment application, Township of Southgate Official Plan and Zoning By-law Amendment applications, as well as a Township of Southgate Consent application for severance purposes. In order for the development to move forward, approvals are needed on all four of these applications. The County makes the decision on the County and Township Official Plan Amendment applications and the Township makes the decision on the Zoning By-law Amendment and Consent applications.

*Although the County would ultimately make the decision on an approval of the Township of Southgate Official Plan Amendment application, that application is first submitted to the Township, and the County would not make an approval until the Township Council had already dealt with the matter. Through the Amendment application, the Township is being asked to ‘adopt’ the Amendment; and should it be adopted, the County is asked to ‘approve’ the Amendment. Should Township Council refuse the Official Plan Amendment it would not come to the County for any further approvals.

The proposed County Official Plan Amendment would consider an exception to the policies of the ‘Agricultural’ designation to allow the expansion to the existing grain elevator, drying, and storage operation, as well as allowing for the severance of the business from the farm. The proposed expansion would exceed the current allowable size of an operation which is why the Official Plan Amendment is being considered. Other portions of the property are designated as ‘Hazard Lands’ and ‘Tertiary Settlement Area’, however those lands are not proposed to be changed.

The proposed Township Official Plan Amendment would be similar in nature, and serve a similar purpose. The proposed amendment would consider adding for exceptions to the Township’s ‘Agriculture’ designation to permit the proposed expansion to the existing grain elevator, drying, and storage operation, and the severance. The proposed Zoning By-law Amendment would consider expanding the existing Space Extensive Industrial ‘M3’ zone to allow for the proposed expansion to
the existing grain elevator, drying, and storage operation. The existing Restricted Agricultural 'A2' zone would also be amended to an A2-with Exceptions to recognize the reduced lot area and frontage, stemming from the Consent application.

The Consent application would sever approximately 10.12 hectares of land containing the business and leave a 29.3 hectare retained piece of land.

The applications have been deemed complete, under the Planning Act, which means that it is now time to receive public feedback on the proposals. In deeming the applications complete, the County and the Township have enough information to seek public input on the development. No decisions have been made on the applications, and no decisions will be made until the public process has been completed.

**Why is this Public Meeting being held and what are your rights?**

Within Ontario the planning and development process is an open and transparent process, where opinions from all individuals and groups are welcomed. By law a municipality must hold a public meeting, and this meeting is just one of your chances to learn about the development proposal and offer your opinions. Under the legislation governing this development process, which is sections 34, and 22 of the Planning Act, you have the following rights:

1. Any persons may attend the public meeting and/or make written or oral representation either in support of or in opposition to the proposed Official Plan Amendments, or Zoning By-law Amendment.
2. If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Southgate before the Township Official Plan and Zoning By-law Amendments are adopted or approved, or to the County of Grey before the Official Plan Amendments are approved, the person or public body is not entitled to appeal the decisions of the Township of Southgate or the County of Grey to the Ontario Municipal Board.
3. If a person or public body does not make oral submission at a public meeting, or make written submissions to the Township of Southgate before the Official Plan or Zoning By-law Amendments are adopted or approved, or to the County of Grey before the Official Plan Amendments are approved, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.
4. If you wish to be notified of the decision of the Township of Southgate in respect to the approval of the Official Plan and Zoning By-law Amendments, or the County of Grey in respect to the passing of the Official Plan Amendments, you must make a written request to the Town or the County, at the addresses noted on the previous page. Please note the Hensall District Co-operative Development file # C11-16 (for the zoning amendment) and OPA 1-16 (for the official plan amendment), when directing correspondence to the Township. The County Official Plan Amendment file number is 42-07-090-OPA-136.

The Consent application (B5-16) is not being directly discussed at this public meeting, and it will be placed on a later Committee of Adjustment agenda at the Township. This Committee of Adjustment meeting is also open to the public. If you would like notice of this future Committee of Adjustment meeting date, please contact the Township.

If you have any questions please do not hesitate to contact County or Township staff, who would be happy to answer any questions on the matter.

Dated at Owen Sound this 10th day of August, 2016
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PLANNING JUSTIFICATION REPORT
Proposed Official Plan Amendment, Rezoning & Consent

Pt Lot 7, Concession 17
Former Township of Proton
Township of Southgate
County of Grey

1.0 BACKGROUND & CONTEXT

1.1 Purpose of Report

In October of 2015, Hensall District Co-operative retained Cuesta Planning Consultants Inc. (CPC) to prepare applications to redesignate, rezone and sever a portion of land associated with an existing grain elevator, drying and storage operation. The existing operation is considering an expansion in order to provide additional drying and storage facilities. This report will assess the proposed expansion in the context of provincial, county and township land use policy.

This report and accompanying application are intended as well, to satisfy the requirements of Sections 22 (4 & 5), 34 (10.1 & 10.2) and 53 (2 & 3) of the Planning Act, RSO 1990 regarding the submission of a complete application.

1.2 Location and Description of Subject Lands Figure 1 and 2

The subject property is located on the northwestern periphery of the tertiary settlement area of Swinton Park. This settlement area can be considered as a rural hamlet and includes a portion of the existing drying and storage facility.

The subject property is located at 245261 Southgate Road 24, and it is legally described as Part of Lot 7, Concession 17, in the former Township of Proton, now part of the Township of Southgate, in the County of Grey. The present operation is located on a 39.8 hectare (±98.4 acres) parcel of land which has approximately 305 metres of frontage along Southgate Road 24 and ±913 metres of frontage along Side Road 7.

The present facility (Figure 2) consists of a dual-access grain elevator operation, one office structure, two sheds that store grain and parking for employees and customers. The grain drying and storage operation presently covers approximately ±1.5ha of the 38.9ha site. The lands not used by the elevator and drying operation are actively cropped. There is a very minor amount of wooded land in the northeast corner of the subject property which is associated with a wooded drainage system on the adjacent land.
Figure 1 - Aerial of Subject Property (Whole)
1.3 Surrounding Land Use

Southeast of the subject property is the hamlet area of Swinton Park, which includes 16 rural residential lots. There is also a rural residential lot directly south of the subject lands. This southerly lot may have been created to accommodate a surplus farm dwelling. The remainder of the farm to the south is actively cultivated agricultural land that contains no associated farm structures. West of the subject property cash crop and/or livestock operations are located.

Figure 3 – Surrounding Land Uses

As noted previously there is a wooded drainage system bordering the north property line. Croplands are interspersed with the wooded areas to the north and east of the subject property. The original Township lot east of Side Road 7 also contains a portion of the Swinton Park area along its southern boundary.
1.4 Description of Proposal

Figure 4

The Site Plan described as Figure 4 may be found on the proceeding page.
Hensall District Co-operative intends to acquire the existing operation and expand the present operation. The proposed expansion shown on the draft site plan (Figure 4), anticipates seven new storage silos, two smaller bins, a new 90ft. scale, a marshalling area, and a new access to Side Road 7. The proposal will alter the principal access point from Side Road 24 to Concession Road 7 which will enable the creation of marshalling areas and access to the new weigh scale location. The present entrance off Road 24 may be altered to an exit area. The expanding and existing operation will require a 10ha area which will be separated from the 36.4ha farm holding. The 10ha will also provide sufficient area for Hensall District cooperative to provide for a wholesale and retail structure for seed, fertilizer, sales and service in the future.

In order to process the proposed development, the following approvals are required.

### Table 1 – Required Approvals

<table>
<thead>
<tr>
<th>Application</th>
<th>Approval Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grey County Official Plan Amendment (OPA)</strong>&lt;br&gt;The amendment to the County of Grey Official Plan is necessary to permit the expansion to the existing grain elevator operation. The amendment will allow for an agriculturally-related use designation on a parcel 20 hectares or lesser.</td>
<td>County of Grey</td>
</tr>
<tr>
<td><strong>Township of Southgate Official Plan Amendment (OPA)</strong>&lt;br&gt;The amendment to the Township of Southgate Official Plan is necessary to permit an expansion to an existing grain elevator operation. The amendment will allow for an agriculturally-related use of greater than 250m² on parcels 20 hectares or lesser.</td>
<td>County of Grey</td>
</tr>
<tr>
<td><strong>Zoning By-Law Amendment (ZBA)</strong>&lt;br&gt;The 'Space Extensive Industrial' zone (M3) already in effect on the subject property will be expanded in order to accommodate the expansion. The retained part of Lot 7, Concession 7 will require relief from the minimum lot area and frontage requirements.</td>
<td>Township of Southgate</td>
</tr>
<tr>
<td><strong>Consent to Sever</strong>&lt;br&gt;The parcel proposed to be severed would be ±25 acres (±10 ha) and would include the existing and expanded grain elevator operation.</td>
<td>Township of Southgate</td>
</tr>
<tr>
<td><strong>Site Plan Approval</strong>&lt;br&gt;Prior to any building permits being issued for any structures, the Township may require approval of the site plan, showing all future structures, access, landscaping, weigh scales, and other structures.</td>
<td>Township of Southgate</td>
</tr>
</tbody>
</table>
1.5 Pre-Submission Consultation

Prior to submission of the subject applications, Mr. George Keller, Mr. Ian Furlong, and CPC met with county and township staff to review the proposal and determine what approvals and studies would be required and what issues may be encountered. The county and township identified policies in both official plans that prohibit agricultural-related uses in the context of small-scale commercial or industrial operations on parcels that are 20 hectares or less. Municipal and county staff identified a need for a traffic study on the impact of the proposal on the municipal road infrastructure and the hamlet of Swinton Park.

As no obvious drainage or wetland areas would be impacted by the proposal, the Saugeen Valley Conservation Authority was not consulted before the applications were submitted.

2.0 LAND USE POLICY CONSIDERATIONS

Provincial interests in land use planning are contained in Sections 2 and 3 of the Planning Act. The provincial interest, to which one must have regard in Section 2, are also reflected in the Provincial Policy Statement (PPS) provided for in Section 3. The PPS essentially incorporates the provisions of Section 2, therefore the following analysis of the provincial policy can be adequately addressed, for this project, by a detailed review of the PPS.

2.1 Provincial Policy Statement (PPS)

As stated under Section 3 of the Planning Act, all decisions by any authority that affects a planning matter, shall be consistent with the Provincial Policy Statement (PPS). On April 30th, 2014 the Province of Ontario implemented the updated Provincial Policy Statement. Any decisions made, on or after this date, are to be consistent with the 2014 PPS. The following analysis will evaluate the proposal against applicable PPS policy.

2.1.1 Evaluation of Provincial Policy Statement

As noted above, any land use discussion must be tested against the applicable provisions of the PPS. Although the PPS is to be read in its entirety, the following provisions are deemed to be the most applicable to the consideration of the proposed official plan and zoning by-law amendments and consent application:

Section 1.0 “Building Strong Healthy Communities”
Section 1.3 “Employment”
Section 1.7 “Long-Term Economic Prosperity”
Section 2.3 “Agriculture”
<table>
<thead>
<tr>
<th>Section</th>
<th>Policy</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Building Strong Healthy Communities</td>
<td>1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns</td>
<td>1.1.1 Healthy, liveable and safe communities are sustained by:</td>
</tr>
<tr>
<td>a)</td>
<td>promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;</td>
<td>The proposal will enable the expansion of an existing grain drying and storage operation that will benefit the region economically. The additional storage capacity will allow more product to be stored on the property and transported from the site over a longer time period which will alleviate some of the haulage congestion.</td>
</tr>
<tr>
<td>c)</td>
<td>avoiding development and land use patterns which may cause environmental or public health and safety concerns;</td>
<td>It is unlikely that the expanded grain drying and storage operation will create a significant negative impact on environmental health or public health and safety. As part of this application a review of the development's impact on traffic conditions was conducted and confirmed an improvement in traffic patterns should occur.</td>
</tr>
<tr>
<td>d)</td>
<td>avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;</td>
<td>Swinton Park is a Tertiary Settlement Area, as identified by the Grey County Official Plan. There are 16 residential lots that are part of the settlement area, however, only 12 of those lots actually fall within the boundaries of the Swinton Park Tertiary Settlement Area. This mapping oversight should be corrected in a future Official Plan update. The subject property is located along the northwestern boundary of the settlement area. Given the size of Swinton Park, if more lots were to be created, there is sufficient capacity south of the intersection of Southgate Road 24 and Southgate Sideroad 7 to accommodate up to 10 additional residential lots. Such additional</td>
</tr>
</tbody>
</table>

1 Appendix 1, Paradigm Traffic Study, pg. 12
development would effectively double the size of this settlement area before expansion of its boundaries would need to be considered. As such, the proposed expansion of the grain drying and storage operation will not inhibit future growth of this settlement area.

It should be noted as well, that the expansion of the drying and storage operation would not impact expansion of the settlement area northward or southward.

e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;

The land to be severed is to accommodate future growth of the existing grain storage and drying operation that is integrally related to the agricultural economy of this section of Grey County. Although some farmland will be removed from production, the lands retained will still be of a sufficient size to support agricultural production. It should be noted that of the 10ha proposed to be severed, ±1.5ha are used by the existing operation, part of which is within the settlement boundary.

### 1.1.4 Rural Areas in Municipalities

1.1.4.1 Healthy, integrated and viable rural areas should be supported by:

<table>
<thead>
<tr>
<th>a) building upon rural character, and leveraging rural amenities and assets;</th>
<th>The proposed enlargement of this agriculturally related industry will build upon an existing rural asset, the grain drying and storage operation, which services grain producing farm operations in this area of the county.</th>
</tr>
</thead>
<tbody>
<tr>
<td>f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;</td>
<td>This proposal will support grain producing agricultural operations in the area by reducing transportation costs. In doing so, will enable these operations to become more resilient and sustainable. The presence of an expanded drying and storage operation may have a positive effect in the expansion of cropped areas. The enlarged operation will have a small, but positive impact on the seasonal labour force.</td>
</tr>
</tbody>
</table>
i) providing opportunities for economic activities in prime agricultural areas, in accordance with policy 2.3.

The expansion of the operation that will facilitate the expansion of an individual economic activity directly related to agriculture.

1.1.4.2 In rural areas, rural settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted.

The proposed development is an expansion of an existing grain elevator operation which is partially located in the rural hamlet of Swinton Park. The boundaries of the hamlet are too limited to permit the expansion of the operation, therefore an amendment to the agricultural policies of the official plan is required.

1.1.4.3 When directing development in rural settlement areas in accordance with policy 1.1.3, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

The proposed represents an expansion of the existing grain drying and storage operation which is presently part of the rural landscape in this area. The proposed expansion is reasonable considering the physical characteristics of this type of rural industrial activity which will still be complimentary to the rural characteristics of the area.

1.3 Employment

1.3.1 Planning authorities shall promote economic development and competitiveness by:

b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;

The proposed development will compliment this objective as it may, in addition to seasonal employment, provide for employment opportunities which are developed on this site. It facilitates the sale of complimentary agricultural products in a future building that will benefit the agrarian community.

1.6 Infrastructure and Public Service Facilities

1.6.6.4 Where municipal sewage services and municipal water services or private communal sewage services and private communal water services are not provided, individual on-site sewage services and individual on-site water services may be used provided that site conditions are suitable for the long-term provision of such services with no negative impacts. In settlement areas, these services may only be used for infilling and minor rounding out of existing development.

The office that is associated with the operation has an existing private well and septic tank and tile bed. These services will not be negatively impacted by the development.
### 1.6.6.7 Planning for stormwater management shall:

- (a) minimize, or, where possible, prevent increases in contaminant loads;
- (b) minimize changes in water balance and erosion;
- (c) not increase risks to human health and safety and property damage;
- (d) maximize the extent and function of vegetative and pervious surfaces; and
- (e) promote stormwater management best practices, including stormwater attenuation and re-use, and low impact development.

Stormwater management will be addressed as part of site plan approval process if required.

### 1.6.7 Transportation Systems

#### 1.6.7.1 Transportation systems should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs

A Traffic Impact Study (TIS) completed by Paradigm Transportation Solutions Ltd., determined that the expansion should improve traffic movements on site and in the surrounding area, by requiring less reloading and offloading of trucks. The TIS found, as well, that with the proposed expansion, that annual traffic volumes to and from the site will not change appreciably. The proposal will reduce traffic volume during peak seasons as the additional storage will permit traffic to be distributed more evenly throughout the year.

The TIS found that the access to Side Road 7 will enable the directing of truck traffic northward to Grey Road 14 as opposed to going through the settlement area². The new access and truck staging area, will also eliminate truck queuing and reduce general truck movement in the village.

### 1.6.8 Transportation and Infrastructure Corridors

#### 1.6.8.2 Major goods movement facilities and corridors shall be protected for the long term.

The traffic impact study confirms that the proposal will not negatively impact the transportation and infrastructure corridors in the area on an annual basis. The proposal will not increase the traffic

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² Appendix 1, pg 11, 12, 13
1.7 Long-Term Economic Prosperity

1.7.1 Long-term economic prosperity should be supported by:

<table>
<thead>
<tr>
<th>a)</th>
<th>promoting opportunities for economic development and community investment-readiness;</th>
<th>The proposed amendments will enable growth of an existing business, thereby providing opportunity for economic development.</th>
</tr>
</thead>
<tbody>
<tr>
<td>h)</td>
<td>providing opportunities to support local food, and promoting the sustainability of agri-food and agri-product businesses by protecting agricultural resources, and minimizing land use conflicts;</td>
<td>This proposal will directly support agriculture in Grey County. The expanded operation will be able to process and store a significantly larger volume of product. This expansion will provide stability in the agriculture sector. This expansion will aid cash croppers by further reducing transportation costs.</td>
</tr>
</tbody>
</table>

2.1 Natural Heritage

2.1.1 Natural features and areas shall be protected for the long term.

Hazard lands are located in the southwest as well as in the northwestern corner of the property. The hazard land in the southwest is associated with a minor wetland feature identified in the County Official Plan located on the south side of Southgate Road 24. Expansion of the operation will be directed away from these hazard areas. As noted previously, the hazard area located in the northeast is associated with a drainage system located primarily on the adjoining Township lot. The expansion will not impact this drainage system as it will be separated by ±80 metres of cropped farm land.

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3 Appendix 1, Paradigm Traffic Impact Study, pg. 1
### 2.3 Agriculture

#### 2.3.3 Permitted Uses

**2.3.3.1 In prime agricultural areas, permitted uses and activities are:** agricultural uses, agriculture-related uses and on-farm diversified uses. Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

**The existing use and its proposed expansion would be considered a agriculture-related use and could therefore, be permitted in a prime agricultural area.**

**The operation is compatible with and will not hinder, the continuation and expansion of surrounding agricultural operations.**

**2.3.3.3 New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the minimum distance separation formulae.**

**MDS I has been calculated and prepared for this application not withstanding that the use is neither residential nor a livestock operation. MDS I calculations indicate that a 278m setback is required for the eastern barn along Road 24 and a 250m setback is required for the barn to the north. The proposed lot will have setbacks of 352m and 297m, respectively. The results indicate that the proposed lot will conform to the required setbacks for all livestock structures in the area.**

### 2.3.4 Lot Creation and Lot Adjustments

**2.3.4.1 Lot creation in prime agricultural areas is discouraged and may only be permitted for:**

**b) agriculture-related uses, provided that any new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;**

**As indicated on the site plan submitted in conjunction with this application (Figure 4), the 10ha will be used for structures associated with the grain drying and storage operation, as well as adequate areas for truck access and standby areas. There is also a sufficient area for future expansion of the facility without the need for further policy amendments or lot enlargement.**

### 3.0 Protecting Public Health and Safety

#### 3.1 Natural Hazards

**3.1.1 Development shall generally be directed to areas outside of:**

**b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and**

**The proposed development will take place on land outside of identified hazardous areas. While the 39.8ha parcel itself contains some areas identified as hazard lands, once the**
2.2 Grey County Official Plan (GCOP)

The subject property is part of a network of agricultural lands identified by the County of Grey as the dominant land use and its protection is vital to the “agricultural way of life.” As such, it is necessary for the County to also consider land uses that are supportive of these agricultural areas. The existing grain drying and storage operation supports the surrounding grain producing areas and the expansion of this facility will further enhance the viability of the cash crop industry within this section of the County.

Although the existing use is currently permitted in “Agricultural” areas identified by the County of Grey, an official plan amendment will be required in order to permit the scale of the expansion proposed and to permit a severance for the purpose of a sale to Hensall District Cooperative. This official plan contains the following definition which is pertinent to the proposed:

**AGRICULTURE-RELATED USES** means those farm-related commercial and farm-related industrial uses that are small scale and directly related to the farm operation and are required in close proximity to farm operations.

**SMALL SCALE** on parcels 20 hectares or greater in the Agricultural, Special Agriculture or Rural designation small scale when used in the context of commercial or industrial uses means those uses which exceed the provisions of a Home/Rural Occupation, but do not exceed the following:

- occupies combined building(s) not exceeding 750 square metres; (how big are these?)
- outside storage and display is limited to an area not greater than 500 square metres;
- if the building(s) is less than 750 square metres the outside storage/display area may be increased to a maximum combined outside storage/display area and building area that does not exceed 1250 square metres; and
- the passing of an implementing Zoning By-law Amendment.

On parcels less than 20 hectares in the Special Agriculture or Rural designations, a maximum combined building area of 250 square metres and a maximum outdoor storage/display area of 750 square metres will be permitted.

On parcels less than 20 hectares in the Agricultural designation no small-scale commercial or industrial operations will be permitted.

The GCOP currently prohibits agriculturally-related uses on parcels that are 20 hectares or less. The lot that is proposed to be severed is approximately 10 hectares, which will create a conformity issue. The proposed amendment will provide site specific relief for the proposal from the definition of small scale.
With respect to lot creation policies for “Agricultural” areas designated by the GCOP, there is not a policy that permits a severance of the size and use proposed. The options for consent that are permitted in this area are for farm lots that are generally 40 hectares, surplus farm dwellings, conveyances or lot line adjustments for existing uses, and public uses that provide for uses such as airports, infrastructure and conservation. The amendment proposed will permit the 10ha consent.

Table 3 evaluates, in more detail, the proposal against the relevant GCOP policies.

<table>
<thead>
<tr>
<th>Section</th>
<th>Policy</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6.3 Official Plan Review and Amendment</strong></td>
<td>(1) In considering an amendment to this Plan the County will be guided by the basic intent of this Plan and by provincial policies along with:</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>The need for the proposed change; however this criterion does not apply to applications for the creation or expansion of a mineral aggregate operation;</td>
<td>The present limits the hamlet designation, and the small scale use restrictions of the official plan will not permit the expansion on this agriculturally related permitted use.</td>
</tr>
<tr>
<td>(b)</td>
<td>The effect of the proposed change on the demand for services and facilities;</td>
<td>The impact on the municipal road system has been assessed by the TIS. The study notes that the present traffic generated will not increase appreciably with the expansion, it will however, permit a more even distribution over the year. The ability to use Southgate Road 7 will create a reduction in traffic movement in the Swinton Park hamlet. The property is already privately serviced by a well and septic system, for employee use. Expansion will not alter this servicing system.</td>
</tr>
<tr>
<td>(c)</td>
<td>The implications the amendment may have on other policies of the Plan;</td>
<td>The positive impact the proposed amendment will have on the agrarian economy is assessed in Section 2.1 of this table.</td>
</tr>
<tr>
<td>(d)</td>
<td>The impact of the proposed change on the County’s ability to achieve the principles and policies expressed in this Plan, or on other County policies, programs and interests;</td>
<td>One of the most significant policies of the county official plan relates to the diversification and strengthening of the County’s agricultural economy. This amendment supports this principle in a positive manner.</td>
</tr>
</tbody>
</table>

* Appendix 1, pg 12
2.1 Agricultural Designation

2.1.2 Uses Permitted Policies

(1) The Agricultural designation on Schedule A shall mean that the predominant use of the lands shall be for agriculture and uses connected with the conservation of water, soil, wildlife and other natural resources. The uses permitted include all types and sizes of agricultural uses, the related buildings and structures, market gardening, nurseries, small scale secondary uses, agriculture-related uses, forestry and reforestation...

The grain drying and storage facility is considered an agriculture-related use. The use is a farm-related commercial and industrial operation that is directly related to the surrounding cash crop farm operations. It is desirable to locate this use in close proximity to cash crop producing operations and in a location where an adequate transportation system exists.

2.1.3 Development Criteria Policies

(1) In the Agricultural designation newly created farm lots should generally be 40 hectares (100 acres) in order to discourage the unwarranted fragmentation of farmland. It is not intended to prevent the creation of smaller farm parcels where they are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operation. Local Municipalities will be encouraged to establish minimum farm parcel sizes appropriate to the agricultural area in the Local Municipal Official Plan and/or Secondary Plan.

The severed parcel will be for an agriculture-related use, and therefore is not considered as a farm parcel. The retained lot will be approximately 30 hectares (75 acres), which is a farm parcel large enough to accommodate a wide variety of agrarian uses and would not be encumbered by the expanded grain elevator. Although the remaining part of Lot 7 is viable on its own, the reduced lot size will need to be recognized in the amending zoning by-law. The retained land will also be farmed in conjunction with the other farm land owned by the present operator of the drying and storage facility. The closest agricultural holding of the present operation is the farm parcel immediately to the west of the subject property.

(2) Minimum lot size within the Agricultural

The grain receiving, drying and
6.1 Interpretation

6.12 Lot Creation

(1) Where division of land is considered, the approval authority shall have regard to the policies of this Plan, the matters set out in the Planning Act, R.S.O. 1990, as amended and the following circumstances:

| (a) | The land division is permitted by the appropriate land use policies of Section 2; | The official plan amendment will permit a zoning by-law amendment to be passed which will permit the proposed consent and the remnant parcel. |
| (b) | The land division shall promote development in an orderly and contiguous manner, and shall not conflict with the established development pattern of the area; | The consent will permit the orderly expansion of an existing operation. The retained parcel will remain an agricultural property and actively cultivated. Both uses are considered compatible with the surrounding rural environs. |
| (c) | The proposed use is compatible with existing and permitted future land uses on adjacent lands; | The uses located on the retained and severed parcels will be agricultural and agriculture-related, respectively. |
| (d) | The servicing requirements of Section 5.3 shall be met; | The existing office building or the subject property is presently serviced by a private well and septic system. These services will not require expansion. It is not anticipated that other municipal services, such as waste collection, will be affected in a negative manner. |
| (e) | Direct access from a Provincial | The severed and proposed parcels |
| (f) Evidence that soil and drainage conditions are suitable to permit the proper siting of buildings, that a sufficient and potable water supply exists, and that conditions are suitable for sewage system construction; | The well and septic system are already installed. Based on the existing drying and storage structures it would appear the soil and drainage conditions allow for the effective siting of the proposed structures. |
| (g) The size of any parcel of land created shall be appropriate for the proposed use, and in no case, shall any parcel be created which does not conform to the minimum provisions of the Zoning By-law. | Prior to the consent to sever being considered, the zoning is to be amended which will bring the severed and retained parcels into conformity with the relevant sections of the Township of Southgate Comprehensive Zoning By-law. |
| (h) That Minimum Distance Separation Formulae is applied to proposed lots. | MDS I calculations have been prepared for this application. The results indicate that the proposed lot will conform to the required setbacks for all livestock structures in the area. |

(2) Any conditions, including zoning if required, shall be fulfilled, prior to final approval of the lot creation.

The official plan amendment and zoning by-law amendment should be approved prior to the consent being granted as the consent is a method of implementing the policy adopted in the official plan amendment and zoning by-law amendments.

### 2.3 Township of Southgate Official Plan (TSOP)

The Township of Southgate's Official Plan repeats most of the land use policy of the County Official plan, especially as it relates to the agricultural economy. The two plans are similar with regard to agricultural-related uses and the definition for "small scale".

The Township of Southgate contains a number of policies that will be affected by the proposed development and those policies are address in Table 4. Where the policy has been considered previously a reference to the PPS or the County Official Plan will be indicated.
<table>
<thead>
<tr>
<th>Section</th>
<th>Policy</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10.0 Implementation &amp; Interpretation</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>10.9 Official Plan Amendments</strong></td>
<td></td>
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<tr>
<td>In considering an amendment to this Plan, Council shall be guided by the following, in addition to the requirements of the County of Grey Official Plan: (see section 2.2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) The need for the proposed change save and except those amendments to permit mineral aggregate resource operations.</td>
<td>Please refer to Section 2.2 of this table.</td>
<td></td>
</tr>
<tr>
<td>(b) The effect of the proposed change on the demand for services and facilities.</td>
<td>Please refer to Section 2.2 of this table.</td>
<td></td>
</tr>
<tr>
<td>(c) The physical suitability of the land for such proposed use as it relates to the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. environmental and/or physical hazards;</td>
<td>i. Please refer to Section 2.2 of this table.</td>
<td></td>
</tr>
<tr>
<td>ii. natural heritage features;</td>
<td>ii. Please refer to Section 2.2 of this table.</td>
<td></td>
</tr>
<tr>
<td>iii. traffic impacts and safety, accessibility and convenience;</td>
<td>iii. The potential traffic impacts have been reviewed and the conclusions can be found in the traffic impact review submitted with this application.</td>
<td></td>
</tr>
<tr>
<td>iv. adequacy of the potable water supply and suitability of the site for sewage disposal facilities;</td>
<td>iv. Please refer to Section 2.2 of this table.</td>
<td></td>
</tr>
<tr>
<td>v. the compatibility and potential affects of the proposed use on the surrounding area; and</td>
<td>v. The suitability of the site to construct additional structures is determined at the time of building permit.</td>
<td></td>
</tr>
<tr>
<td>vi. environmental, engineering, hydrogeological or other studies that may be required to determine the suitability of the site.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) The potential affects of the proposed use on the financial position of the municipality, particularly the demand for services and facilities.</td>
<td>The proposed addition will substantially increase the assessment and have minimal impact on municipal services.</td>
<td></td>
</tr>
</tbody>
</table>

**2.2 Growth Principles**

**2.2.1 Agriculture**

Agriculture will continue to be a vital element of the Township’s economic base and a dominant feature of the rural landscape. Agricultural lands and those related commercial and industrial uses will be protected from incompatible land uses. The policies within this Plan will protect our agricultural resources while promoting responsible farm practises in order to protect the natural environment.

**2.2.2 Rural Landscape**

The Rural landscape will remain an important component to the municipality. The Rural

The existing elevator and storage operation is part of the rural
landscape will remain a predominately agricultural area with a mix of rural opportunities supporting the continued productive rural community. The policies within this Plan will protect those rural lands from incompatible development and fragmentation, while allowing limited residential development along with well defined commercial and industrial opportunities. These lands define the Township’s landscape and provide a balance between “quality of life” and future sustainable development.

2.2.4 Economic Growth
Economic diversity is an important base for growing, vibrant communities. The municipality will continue to encourage and accommodate new or expanding economic opportunities within the municipality. Employment opportunities will be encouraged throughout the municipality providing greater opportunities within a range of business sectors. The policies within this Plan will provide for growing commercial and industrial opportunities including new opportunities within settlement areas and rural landscapes, the Southgate Industrial Park within Dundalk as well as agriculturally related operations within the agricultural community.

2.2.6 Transportation Corridors
The establishment and continued maintenance of the road network between the Township’s urban and village communities, and into neighbouring municipalities is a priority in order to ensure safe and easy access to facilities within and outside the municipality. Accessible communities encourage commercial and industrial businesses to locate within the municipality. The policies within this Plan will provide for continued functionality of a hierarchical network of roads including Provincial, County and Township.

9.0 Transportation
The following policies shall apply to roads and trail systems within the Municipality:

vii. Traffic impact studies may be required for all new development which may produce substantial traffic volumes.

landscape and its expansion will not negatively impact the rural landscape in the Swinton Park area and can be considered a compatible land use. The expansion of the grain elevator operation will benefit the region economically, including an increase in the municipal assessment base. The transportation corridors within the subject property will not be negatively impacted by the proposed development. The proposal will permit traffic to be distributed more evenly annually, and reduce traffic through the Swinton Park hamlet.

A traffic study was conducted by Paradigm Transportation Solutions Ltd, and found that there will be no substantial increase in traffic volumes caused by the enlargement of the existing drying and storage operation. The study found as well, that traffic volumes will be more evenly distributed over a longer time period, due to greater storage
<table>
<thead>
<tr>
<th></th>
<th>All storm water drainage systems which outlet to roadways will require approval by the appropriate authority.</th>
<th>capacity thereby removing the loading issues of the present facility.</th>
</tr>
</thead>
<tbody>
<tr>
<td>viii</td>
<td>Stormwater management will be addressed at the site plan approval stage, if required.</td>
<td></td>
</tr>
<tr>
<td>9.1 Traffic Impact Study</td>
<td>The purpose of the Traffic Impact Study is to examine the impact of traffic generated by a new use at its access and at nearby intersections and determine necessary road improvements. A Traffic Impact Study shall assess current and future traffic volumes and the level of improvements required. The need for a Traffic Impact Study shall be determined in consultation with the Municipalities' Engineer and where appropriate, the County of Grey and Ministry of Transportation. The content of the Traffic Impact Study should include, but not be limited to the following:</td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>Development Plan – including general and specific uses, development size, number of residential units and/or floor areas, proposed access locations to roadways and adjacent development, internal road network, building locations and parking.</td>
<td>The site plan submitted with the associated application identifies the location and size of structures to be constructed. It also identifies operational details such as vehicle movement pathways, a marshalling area, new scales, and access to Side Road 7.</td>
</tr>
<tr>
<td>ii.</td>
<td>Trip Generation and Distribution – turning movements on adjacent roadway(s), usually during peak hour(s). Peak hour(s) may vary according to location, nature of use and season. For mixed use developments, traffic generation estimates are to be based on full development of the site and highest traffic generating uses.</td>
<td>The Paradigm Traffic Impact Study assessed the distribution and volume and scale of truck traffic created by the site plan for the expanded operation.</td>
</tr>
<tr>
<td>iii.</td>
<td>Roadway Volumes – peak hour directional volumes including source of information, as well as mix of vehicles.</td>
<td>Please refer to the Traffic Study in Appendix 1 of this report.</td>
</tr>
<tr>
<td>iv.</td>
<td>Transportation Impact – assessment of traffic control and land requirements on roadway and development access as well as adjacent affected intersections with reference to Ministry of Transportation guidelines.</td>
<td>Please refer to the Traffic Study in Appendix 1 of this report.</td>
</tr>
<tr>
<td>v.</td>
<td>Implementation – proposed timing of installation for the proposed improvements and/or commitment of developer to undertake the necessary works.</td>
<td>The timing of the new access to Side Road 7 will be controlled through the site plan approval process.</td>
</tr>
</tbody>
</table>

5.0 Rural Area Designations
5.1 Agriculture
### 5.1.1 Permitted Uses

Permitted uses shall include:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All agricultural uses and related buildings and structures, agriculture-related uses, single detached dwellings, farm residence and residences required for associated farm labour.</td>
<td>Refer to Section 2.2.</td>
</tr>
<tr>
<td>4</td>
<td>Small scale commercial and industrial uses directly supportive and related to the agricultural operation and required in close proximity to the farm operations in the area. (including bulk seed, transportation of agricultural products or livestock, sawmills, woodworking shops, metal works shops and the production of forest products).</td>
<td>Refer to Section 2.2.</td>
</tr>
</tbody>
</table>

### 5.1.3 Development Policies

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Reference</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>In the Agricultural designation newly created farm lots should generally be 40 hectares in order to discourage the unwarranted fragmentation of agricultural areas.</td>
<td>The amendment will reflect a lot size that is appropriate for this agrarian-related use.</td>
</tr>
<tr>
<td>5</td>
<td>Commercial and industrial development must be supportive and related to the agricultural operation and located in close proximity to the farm operations in the area. In addition, buildings used for small scale commercial and industrial uses shall be located in close proximity (cluster) to the existing farm buildings on the property.</td>
<td>The proposed expansion is related to the agricultural operations, in the area as opposed to an individual farm. Which is in keeping with the 2014 PPS.</td>
</tr>
<tr>
<td>7</td>
<td>All new commercial, industrial, institutional and recreational development will require an amendment to the implementing Zoning By-law and may be subject to Site Plan Control.</td>
<td>The associated zoning by-law amendment and implementing consent applications have been submitted with this application.</td>
</tr>
<tr>
<td>9</td>
<td>The implementing Zoning By-law will regulate off street loading, parking requirements, setbacks and access points for all new non-farm development.</td>
<td>The proposed M3 zoning by-law amendment will establish appropriate provisions for the proposed use and the retained parcel.</td>
</tr>
</tbody>
</table>
2.4 Township of Southgate Comprehensive Zoning By-law

The land subject to this proposal is currently zoned A2 with a small area of ‘Environmental Protection’ (EP) and M3 where the storage and drying operation is presently located. The A2 and EP designations will still apply to the remnant parcel with some relief required for lot area and frontage provisions of the zoning by-law. The land to be severed is primarily zoned A2. The proposed zoning by-law amendment will request that the M3 zone be enlarged to cover the entire 10ha parcel being created. This zone permits grain elevator operations and associated structures, thus allowing the expansion of the grain elevator operation. The proposed parcel will conform to all other requirements of zoning by-law, as demonstrated in Table 5.

<table>
<thead>
<tr>
<th>Zone Provisions</th>
<th>Required</th>
<th>Severed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot area</td>
<td>1ha (2.5ac)</td>
<td>10ha</td>
</tr>
<tr>
<td>Minimum lot frontage</td>
<td>100m (328ft)</td>
<td>143.37m</td>
</tr>
<tr>
<td>Maximum lot coverage</td>
<td>20%</td>
<td>3%</td>
</tr>
<tr>
<td>Minimum front yard</td>
<td>20m (66 ft)</td>
<td>14.63 m</td>
</tr>
<tr>
<td>Minimum side yard</td>
<td>6m (20 ft)</td>
<td>20.92 m</td>
</tr>
<tr>
<td>(Interior)</td>
<td></td>
<td>of 10.76 m</td>
</tr>
<tr>
<td>(Exterior)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum rear yard</td>
<td>15m (50 ft)</td>
<td>75.17 m</td>
</tr>
</tbody>
</table>

*Minimum side yard is 6 m (20ft.) except that a minimum side yard abutting a residential use or an improved public street shall be 15 m (50ft.)
*Minimum rear yard is 15 m (50ft.) except that a minimum rear yard abutting a residential use or an improved public street shall be 20 m (66ft.)

As noted previously and specified in Figure 4, the amending by-law needs to identify a new minimum lot area and frontage for the retained lot of 29 ha and 120 m, respectively.

3.0 SUMMARY & CONCLUSIONS

At the present time the existing drying and storage structures are located on a large farm parcel (39.8ha). The applicant, Hensall District Co-operative, wishes to purchase 10ha of land which includes the existing operation and an area for future expansion. The present owner will retain the balance of 39ha which will remain as part of his adjacent farming operation. The drying and storage operation and it’s expansion is directly related to the agricultural economy of this area of Grey County, however because of it’s scale, cannot be permitted as a small scale use and it is not within the boundaries of the Swinton Park settlement area.
Amendments to the County and Southgate Official Plans will therefore be required as well as a zoning by-law amendment, in order to permit a consent to sever for the 10ha parcel. In addition to these amendments, the expansion may be subject to site plan approval.

Based on the foregoing analysis and the conclusions of the Traffic Impact Study, it can be concluded that:

1) The proposal is consistent with the policies outlined in the 2014 Provincial Policy Statement as well as the provincial interests specified in Section 2 of the Planning Act.

2) With respect to the County of Grey Official Plan, the use and the expanded use are permitted however size of the site proposed requires relief from the small scale definition. The expanded use does conform to the intent and purpose of the Official Plan for agricultural areas.

3) In a similar vein to the County Official Plan, the proposal meets the intent of the Southgate Official Plan, but requires amendment because of the scale of the proposed operation.

4) The expanded use will conform to the provisions of the “Space Extensive Industrial” M3 zone as outlined by the Township of Southgate Zoning By-law, however, some relief is required for the retained parcel.

5) Based on the Paradigm Traffic Impact Study it was determined that the proposal will not significantly increase truck traffic, however, the extra storage will permit a more even distribution of outgoing truck traffic over a longer period of time and the access to Side Road 7 will permit better north and south traffic movement and lessen the impact on the hamlet of Swinton Park.

6) The proposal reflects an opportunity to provide benefits to the agricultural economy of the area without creating a negative impact on the rural environment and should be given favourable consideration.

Respectfully Submitted,

Prepared By Tammy Nguyen
Cuesta Planning Consultants Inc.

Approved By Don Scott
Cuesta Planning Consultants Inc.
2016 AMO Conference
The 2016 AMO conference was held in Windsor this August. The conference was well attended with many informative sessions and great networking opportunities. I would like to take this opportunity to thank Council for the ability to attend.

For Council’s Information

Safety Concern with Stairs Leading to Wading Pool
Council requested a report with options on mitigating any potential safety concerns with the stair access to the wading pool from the August Committee of the Whole session. I consulted with our Facilities Manager who has considered the matter and is recommending the addition of ¼ inch Lexon glass to the outside of the railing. This Lexon glass is the type of see through material used in our arenas to cover the advertising. It is durable; holds up well in high sun areas and could be included in our 2017 Budget. Cost estimate is $2,000. It is suggested that it could be purchased and installed by our staff prior to usage next season.
Other options considered was a new rail system or a fencing component installed.
It is recommended that we proceed with the Lexon option with funding approval in the 2017 budget deliberations and installation being done by municipal staff prior to the 2017 season.

Seeking Council’s Direction
Lights and Controller at Tennis Courts
Council requested a report on costs to upgrade the lighting panel and incorporate a timer for the Tennis and Basketball courts. Staff has provided me with a quote to fix the light control panel and add a timer for the courts. The quote is from a local contractor and is for $1,762.00 plus tax. Replacing the eight lights at the court and going to an LED system would be $13,105.00 plus tax from a local contractor. Second quote came in at $19,105.00 plus taxes. Funding for these items were not included in the 2016 approved budget and Treasurer Mighton confirms that to proceed at this time would be to incur a deficit. It is recommended that these items be placed on the capital upgrades consideration list and be discussed during 2017 budget deliberations.

Seeking Council’s’ Direction

Finishing Touches to the Basketball Court
Council has requested potential costs to finalize the area surrounding the new basketball court. Staff has investigated using sand stone which could get tracked onto the court surface and potentially cause damage to the new surface or a slip hazard to users. A second option considered was to install natural grass on the north side of the court and artificial grass on the west and south side of the court. It is estimated that either of these proposals would be estimated to be approximately $1,500.00 each to install. It is recommended that these two options be included on the capital upgrades list and be discussed during the 2017 budget deliberations.

Seeking Council’s Direction
**Lamlash Hall Caretaking**
A concern has been raised regarding the caretaking at the Lamlash Hall. It has been several years since the contract was tendered, and it is felt that the service should be retendered.
I have included a draft modified agreement outlining the duties and responsibilities of the cleaners.
The original agreement did not make mention of who provides supplies for this cleaning but staff research has indicated that we provide cleaning supplies and toiletries for the venue.
I respectfully request authority to tender for this service while giving the incumbent the opportunity to submit a proposal and comply with the notice period.

**Seeking Council Direction**

**Engineers Report on the Elmwood Public Library Building**
Following the receipt of the Engineering Report from last year, it was recommended in the report to do a physical inspection (removal of interior finishes and exterior siding) of the building and site to adequately gauge the moisture damage to the building.
From this physical inspection an accurate estimate on the costs to confirm the structural integrity of the building and treatment of any issues could be concluded with a relevant estimate for repair or alternate future considerations could be realistically undertaken.
The municipality would provide the equipment and manpower (volunteer or staff) to assist with the removal needs for the successful tenderer.

**Others Consulted**
West Grey staff

**West Grey 2020 Action Plan**
**Financial Sustainability**
**Actively Pursue Economic Development**
**Providing Information and Communicating**

Respectfully submitted:
Larry C. Adams, AMCT
Chief Administrative Officer/ Deputy Clerk
The Corporation of the Municipality of West Grey
By-law Number 78 - 2016

Being, a By-law to confirm the proceedings of the Council of the Corporation of the Municipality of West Grey;

Whereas, pursuant to Section 5 of the Municipal Act, 2001, as amended, the powers of a Municipal Corporation shall be exercised by its Council;

And whereas, Section 9 of the Municipal Act, 2001, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas, it is deemed expedient that the proceedings of the September 7, 2016 Council of the Corporation of the Municipality of West Grey, be confirmed by By-law;

Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. The actions of the Council of the Corporation of the Municipality of West Grey at its meeting held on September 7, 2016, in respect to each motion and resolution passed and any other action taken by Council at these meetings are hereby adopted and confirmed as if such proceedings were expressly embodied in this By-law.

2. The Mayor and proper Officials of the Corporation of the Municipality of West Grey are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Municipality of West Grey, referred to in the preceding section thereof.

3. The Mayor and CAO/Deputy Clerk are authorized and directed to execute all documents necessary in that behalf, and to affix the Seal of the Corporation of the Municipality of West Grey thereto.

4. That this By-law shall come into force and take effect upon being passed by Council.

Read a first, second and third time and finally passed this 7th day of September, 2016.

Mayor – Kevin Eccles

CAO/Deputy Clerk – Larry C. Adams