1. **Call to Order**
   
   a) **Education Item:** Budget 2019 (Municipal Portion) as presented by CAO Baron.

2. **O Canada**

3. **Declaration of Pecuniary Interest**

4. **Confirmation of Minutes**
   
   4.1 Council Meeting dated September 11, 2018
   
   4.2 Public Meeting under the Planning Act dated September 11, 2018

5. **Matters arising from Minutes**

6. **Matters under The Planning Act** - None

7. **Matters arising from The Planning Act (Council Direction)**
   
   7.1 Planning Report prepared by Curtis Marshall dated September 19, 2018
   Re: Ivan B. & Mary Martin, 6866 Yatton Sideroad, Yatton (formerly 6866 Woolwich-Peel Townline), Zoning By-law Amendment 2018-14 – Expanded Home Industry and Temporary Garden Suite Extension – Final By-law

   7.2 Planning Report prepared by Curtis Marshall dated September 17, 2018
   Re: Wellingdale Construction, Part of Blocks 48 and 51, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton, Removal of Holding Provision (H) for 14 Single Detached Lots and 1 Apartment Block (17 units), ZBA2014-07

8. **Delegations** – none

9. **Matters arising from Delegations** – none

10. **Minutes from Committees** – none
11. **Reports and Updates from Staff**

11.1 Building Department
   i) Departmental Updates

11.2 CAO and Clerk’s Department
   i) CAO Report CL2018-29
      Re: 5 Hilwood Dr., Moorefield
   ii) Departmental Updates

11.3 Close To Home (Seniors’ Centre for Excellence)
   i) Departmental Updates

11.4 Economic Development Department
   i) Economic Development Report ED2018-09
      Re: Made in Mapleton
   ii) Economic Development Report ED2018-10
      Re: Customer Service Training
   iii) Departmental Updates

11.5 Finance Department
   i) Finance Report FIN2018-17
      Re: 2018 Q2 Operating Budget Variance Report
   ii) Finance Report FIN2018-18
      Re: 2017 Surplus Allocation
   iii) Finance Report FIN2018-19
      Re: RFP for 2019 Insurance Procurement & Review
   iv) Departmental Updates

11.6 Fire Department
   i) Fire Report FR2018-07
      Re: Lease Renewal between City of Guelph and Township of Mapleton Drayton Fire Station
ii) Fire Report FR2018-08
   Re: New Provincial Regulations for Fire Services

iii) Fire Report FR2018-09
   Re: Wellington County Fire Training Officer Report

iv) Departmental Updates

11.7 Public Works Department

i) Public Works Report PW2018-29
   Re: Award of Tender RFT 2018-015; Remove and Replace Sidewalk
   at various locations in Mapleton Township including
   miscellaneous associated works

   Re: Sideroad 20 Road Reconstruction Design Update

iii) Departmental Updates

12. Approval of By-Laws

12.1 By-law Number 2018-068 being a by-law to appoint Members to the
   Wellington County Joint Municipal Election Compliance Audit Committee

12.2 By-law Number 2018-069 being a By-law to amend By-law 2010-080,
   being a Zoning By-law for the Township of Mapleton, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton, Part of Blocks 48 and 51

12.3 By-law Number 2018-070 being a by-law to authorize the Mayor and Clerk
   to execute a License to Occupy Agreement between The Corporation of
   the City of Guelph and The Corporation of the Township of Mapleton

12.4 By-law Number 2018-071 being a By-law to amend By-law 2010-080,
   being a Zoning By-law for the Township of Mapleton, Part of Lot 18,
   Concession 6, ZBA 2018-14

13. Correspondence for Council’s Direction

13.1 Wellington Farm and Home Safety Association correspondence dated
   September 5, 2018
   Re: Financial assistance for year 2019 program
14. **Correspondence for Council’s Information**

14.1 Town of Minto Notice of the Passing of a Zoning By-Law 2018-54
Re: Part Lot 114 Concession D, 6739 Wellington Road 109

14.2 GRCA Current
The Link to the September 2018 edition: [https://tinyurl.com/y77cvll8](https://tinyurl.com/y77cvll8)

14.3 Ministry of Natural Resources and Forestry Correspondence
Re: Comment Period for Updated Procedures for Regional Review under the Great Lakes-St. Lawrence River Basin Sustainable Water Resources Agreement

14.4 Ontario Energy Board Notice
Re: Union Gas

14.5 AMO Watch File
The Link to the September 13, 2018 edition: [https://tinyurl.com/yas7p2w3](https://tinyurl.com/yas7p2w3)
The Link to the September 20, 2018 edition: [https://tinyurl.com/ybb35m2l](https://tinyurl.com/ybb35m2l)

15. **Notices of Motion**

15.1 Mayor Driscoll, Re: Cost of Procuring and Installing three (3) sets of solar panel awareness signs (6 in total).

16. **Notice Provision** – none

17. **Other Business**

18. **Council Tracking Sheet**

19. **Confirmatory By-law Number 2018-072**

20. **Closed Session** – none

21. **Adjournment**
## COUNCIL

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, September 25, 2018</td>
<td>1:00 p.m.</td>
<td>Regular Meeting of Council</td>
</tr>
<tr>
<td>Tuesday, October 9, 2018</td>
<td>7:00 p.m.</td>
<td>Regular Meeting of Council</td>
</tr>
</tbody>
</table>

## ZONING BY-LAW AMENDMENT APPLICATIONS

<table>
<thead>
<tr>
<th>Dates</th>
<th>Time – 7:00 P.M.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, October 9, 2018</td>
<td>Tuesday, November 13, 2018</td>
</tr>
<tr>
<td>Tuesday, November 6, 2018</td>
<td>Tuesday, December 11, 2018</td>
</tr>
<tr>
<td>Tuesday, November 27, 2018</td>
<td>Tuesday, January 8, 2019</td>
</tr>
</tbody>
</table>

## MINOR VARIANCE APPLICATIONS

<table>
<thead>
<tr>
<th>Dates</th>
<th>Public Hearing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, October 18, 2018</td>
<td>Tuesday, November 13, 2018 Proposed time 6:00 p.m.</td>
</tr>
<tr>
<td>Tuesday, November 13, 2018</td>
<td>December 2018 Date and time to be determined</td>
</tr>
<tr>
<td>Thursday, December , 2018</td>
<td>January 2019 Date and time to be determined</td>
</tr>
</tbody>
</table>

Location: Council Chambers unless noted otherwise
PRESENT: Neil Driscoll, Mayor
Dennis Craven, Councillor
Michael Martin, Councillor
Marlene Ottens, Councillor
Lori Woodham, Councillor

STAFF PRESENT: Manny Baron, Chief Administrative Officer
Barb Schellenberger, Municipal Clerk
Sam Mattina, Director of Public Works
John Morrison, Director of Finance
Patty Wright, Chief Building Official
Trish Wake, Economic Development Officer

1. Call to Order
Mayor Driscoll welcomed those in attendance and called the meeting to order at 7:01 p.m.

2. O Canada

3. Declaration of Pecuniary Interest
Mayor Driscoll declared a potential pecuniary interest on Item 8.1 for the following reason: I am a candidate for re-election of Mayor of Mapleton.

4. Confirmation of Minutes
4.1 Council Meeting dated August 28, 2018

RESOLUTION 2018-19-01
Moved: Councillor Martin
Seconded: Councillor Woodham
THAT the minutes of the Township of Mapleton Council Meeting held on August 28, 2018 be approved as circulated in the agenda package.
CARRIED

5. Matters arising from Minutes

6. Matters under The Planning Act
Public Meeting Minutes for the following applications are a separate document and will be placed into the public record.

6.1 ZBA2018-12 - Notice of Public Meeting, Con 10 Pt Lot 9, PCLs 27&29, Soestdale Holsteins

6.2 ZBA2018-14 - Notice of Public Meeting, Con 6 Pt Lot 18, 6866 Yatton Sideroad, Ivan B. and Mary Martin
7. Matters arising from The Planning Act (Council Direction)

7.1 ZBA2018-12 - Notice of Public Meeting, Con 10 Pt Lot 9, PCLs 27&29, Soestdale Holsteins

RESOLUTION 2018-19-02
Moved: Councillor Woodham
Seconded: Councillor Martin
THAT Zoning application ZBA2018-12 located at Con 10 Pt Lot 9, Parcels 27 & 29 (Soestdale Holsteins) be received.
CARRIED

RESOLUTION 2018-19-03
Moved: Councillor Otten
Seconded: Councillor Craven
THAT in regards to ZBA2018-12, the Planner investigate and report back on the following:
- Reciprocal zoning agreements (including extra MDS conditions)
- Access policy at major intersections of county roads.
CARRIED

7.2 ZBA2018-14 - Notice of Public Meeting, Con 6 Pt Lot 18, 6866 Yatton Sideroad, Ivan B. and Mary Martin

RESOLUTION 2018-19-04
Moved: Councillor Woodham
Seconded: Councillor Martin
THAT Zoning application ZBA2018-14 located at Con 6 Pt Lot 18, 6866 Yatton Sideroad (Ivan B. Martin and Mary Martin) be received;
AND FURTHER THAT the Planner report back to Council at the next meeting.
CARRIED

7.3 County of Wellington Land Division Consent File No. B97/18, Con 1 Pt Lot 17 Pts 1 & 2, 7351 Wellington Road 86, Abraham Martin

RESOLUTION 2018-19-05
Moved: Councillor Martin
Seconded: Councillor Woodham
THAT Consent Application B97/18 (Part Lot 17 Pts 1 & 2 Con 1, 7351 Wellington Road 86) be hereby received;
AND FURTHER THAT Township of Mapleton Council supports the submitted application with the following conditions:
- Satisfy all the requirements of the local municipality, financial and otherwise
- Taxes Paid in Full
- Zoning Compliance (MDS compliance to satisfaction of County)
- Municipal Drain Reapportionment or Mutual Agreement
- Copy of deposited Reference Plan (hard copy and digital)
CARRIED
7.4 ZBA2018-15 – Glenaviland Subdivision Subject Properties:  
61R-11550, Parts 4 & 5 Lots 10, 26, 27, 28, 40, 41, 42, 43, 44 & 45 of  
Registered Plan 61M-192  
Re: Removal of Holding Provision (H) for 11 Lots

RESOLUTION 2018-19-06
Moved: Councillor  
Seconded: Councillor  
THAT Planner Report dated September 6, 2018 for lands located at 61R-11550,  
Parts 4 & 5 Lots 10, 26, 27, 28, 40, 41, 42, 43, 44 & 45 of Registered Plan 61M-192 ZBA 2018-15 (Glenaviland Subdivision) be received for information;  
AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented to Council for first, second, and third reading.  
CARRIED

8. Delegations

RESOLUTION 2018-19-07
Moved: Councillor Martin  
Seconded: Councillor Woodham  
WHEREAS Mayor Driscoll has declared a pecuniary interest in Item 8.1 of the September 11, 2018 Council Agenda;  
AND WHEREAS By-law Number 2015-033 being a by-law to provide rules governing the proceeding of the Council and Committees of the Township of Mapleton, Section 3.1 provides for the appointment of Mayor Pro-temp in the event the Head of Council is absent;  
NOW THEREFORE BE RESOLVED THAT Councillor Craven be appointed Mayor Pro-temp in the absence of Mayor Neil Driscoll during Item 8.1 of the September 11, 2018 Council Agenda.  
CARRIED

8.1 Gina Dobben from Chamber of Commerce  
Re: Fee Reduction for Use of Building Moorefield Community Centre, October 3, 2018

RESOLUTION 2018-19-08
Moved: Councillor Craven  
Seconded: Councillor Ottens  
THAT the delegation of Gina Dobbens representing Mapleton Chamber of Commerce be received.  
CARRIED

RESOLUTION 2018-19-09
Moved: Councillor Ottens  
Seconded: Councillor Martin  
WHEREAS Township of Mapleton Council passed resolution 2016-28-13 indicating no reduction to the fees and charges as established by By-law Number 2015-063;  
AND WHEREAS Mapleton Chamber of Commerce has requested a reduction of fees for the use of the Moorefield Community Hall, for their upcoming Municipal Election 2018 Candidates Meeting at a cost of $135.00 plus applicable taxes;  
NOW BE RESOLVED THAT Township of Mapleton Council waive the fees.
A recorded vote was requested by Pro-temp Craven.
Craven    Yay
Martin    Nay
Ottens    Nay
Woodham   Nay
DEFEATED

10. Minutes from Committees – none

11. Reports and Updates from Staff

11.1 Building Department

   i) Building Report BD2018-12
       Re: August Month End

RESOLUTION 2018-19-10
Moved: Councillor Craven
Seconded: Councillor Ottens
THAT Township of Mapleton Council receive Building Department Report
BD2018-12 dated September 11, 2018 regarding August Month End and Year to
Date (YTD).
CARRIED

   ii) Departmental Updates were given by CBO Wright.

11.2 CAO and Clerk’s Department

   i) Departmental Updates were given by CAO Baron.

11.3 Economic Development Department

   i) Departmental Updates were given by Economic Development Officer
      Wake.

11.4 Emergency Management Department

       Re: 2018 Annual Report

RESOLUTION 2018-19-11
Moved: Councillor Ottens
Seconded: Councillor Craven
THAT the Township of Mapleton Council receives Emergency Management
Report EM2018-03 dated September 5, 2018 regarding the status of the
Township’s Emergency Management Program for 2018;
AND FURTHER THAT Council of the Township of Mapleton accepts the annual
CARRIED
11.5 Finance Department

i) Finance Report FIN2018-16
Re: Temporary Borrowing By-law for 2018

RESOLUTION 2018-19-12
Moved: Councillor Craven
Seconded: Councillor Ottens
THAT Township of Mapleton Council receive Finance Report FIN2018-16; and
1. authorize the temporary borrowing, if required, a maximum amount not to exceed $3,318,607 from January 1st, 2018 to September 30, 2018 and $1,809,304 from October 1st, 2018 to December 31st, 2018 to meet expenditures of the municipality until taxes are collected and other revenues are received; and
2. that the Township maintain an existing $2 million-dollar line of credit, if needed, from the Royal Bank of Canada; and
3. that the Treasurer report to Council in advance of any new temporary borrowing arrangements, if required; and
4. that Staff be authorized and directed to do all things necessary to give effect to this resolution.
CARRIED

ii) Departmental Updates were given by Director of Finance Morrison.

11.6 Public Works Department

i) Departmental Updates were given by Director of Public Works Mattina.

12. Approval of By-Laws

RESOLUTION 2018-19-13
Moved: Councillor Ottens
Seconded: Councillor Craven
THAT By-law Numbers:
• 2018-064 Being a By-law to authorize temporary borrowing to meet the expenditures of the Township of Mapleton until taxes are collected and other revenues received.
A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2018
• 2018-065 Being a By-law to amend By-law 2015-063 to establish the fees and charges (public works) for various services provided by the municipality.
• 2018-066 Being a By-law to amend By-law 2010-080, being a Zoning By-law for the Township of Mapleton
be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal.
CARRIED

13. Correspondence for Council’s Direction - none

14. Correspondence for Council’s Information was circulated with the agenda.

15. Notices of Motion

Mayor Driscoll provided a verbal notice of motion regarding staff to investigate solar units near Drayton Public School.

16. Notice Provision

16.1 Notice Provision, Fees and Charges for Public Works, Facility Service Review, Meeting Date: September 11, 2018
17. Other Business was discussed, with no updates noted.

18. Council Tracking Sheet was discussed, with no updates noted.

19. Confirmatory By-law Number 2018-067

RESOLUTION 2018-19-14
Moved: Councillor Craven
Seconded: Councillor Ottens
THAT By-law Number 2018-067 being a by-law to confirm all actions and proceedings of the Council of the Corporation of The Township of Mapleton be hereby read a first, second and third time signed by the Mayor and the Clerk and sealed with the Corporate Seal.
CARRIED

20. Closed Session - none

21. Adjournment

There being no further business, the meeting adjourned at 8:58 p.m.

_________________________________
Mayor Neil Driscoll

_________________________________
Clerk Barb Schellenberger
THE CORPORATION OF THE TOWNSHIP OF MAPLETON
PUBLIC MEETING MINUTES
TUESDAY, SEPTEMBER 11, 2018 @ 7:00 P.M
MAPLETON TOWNSHIP OFFICES

PRESENT: Neil Driscoll, Mayor
         Dennis Craven, Councillor
         Michael Martin, Councillor
         Marlene Ottens, Councillor
         Lori Woodham, Councillor

STAFF PRESENT: Manny Baron, CAO
                Barb Schellenberger, Clerk
                Curtis Marshall, Township Planner

The Chairman announced that this is a Public Meeting under the Planning Act to hear comments from the public and agencies and to give consideration to an application for a proposed Zoning By-law Amendment known as ZBA2018-12.

The properties subject to the proposed amendment are legally described as Part Lot 9, Concession 10, PCL 27 & 29 (Maryborough) with civic addresses of 7202 Wellington Rd 10 and 7206 Wellington Rd 10. 7202 Wellington Road 10 is approximately 0.39 ha (0.98 ac) and 7206 Wellington Road 10 is 0.78 ha (1.94 ac) in size.

The purpose and effect of the proposed amendment is to rezone the subject lands to provide relief from the minimum setback to the Natural Environment (NE) Zone and Minimum Distance Separation 1 (MDS 1) setback requirements to allow for a single detached dwelling on the lots. The current zoning is Agricultural site-specific (31.275) which prohibits development until the vacant lots are rezoned to ensure that specific conditions are met including MDS setbacks to neighboring barns. The applicants have also requested relief for 7202 Wellington Road 10 (Parcel 27) for a reduced lot area of 0.39 ha (0.98 ac) where the minimum lot area required is 0.4 ha (1.0 ac) in an Agricultural zone. Additional relief may be considered where deemed appropriate.

Staff confirmed the following:
- Property owners and agencies were provided with the required notice by prepaid, first class mail, email or hand-delivered hard copy on August 22, 2018
- Proper postings were completed on August 22, 2018
- Public Notice was placed in the September 6, 2018 issue of the Drayton Community News.
- Comments stating no concerns from Grand River Conservation Authority were received dated August 23, 2018.
- Planner’s comments dated September 5, 2018 and prepared by Senior Planner Curtis Marshall were also received.
- CBO P. Wright comments dated September 5, 2018 stated the building department has no concerns.
- Comments received from Upper Grand District School board received September 6, 2018.
- Ratepayer: Correspondence received September 8, 2018 from Uwe and Angela Claussen stating opposition to the subject Zoning By-law Amendment application was received and read at the public meeting.

Township Planner Marshall reviewed his planning report that was enclosed with the agenda package. The Chairman asked the property owner if there was any additional information. Applicant Yvonne Van Soest stated the subject lands are zoned agricultural. Their current use has not been utilized, and right now there only weeds, no crops.

Persons in attendance, who wished to make oral or written submission concerning this Zoning By-law Amendment application, were given the opportunity. Sheila Trask, nearby land owner, stated she was in favour of the zone amendment.
Uwe Claussen across the county road is opposed. If developed, he feels the residential use will restrict the future development of his farming operation. If the zoning amendment proceeds, he would like an agreement registered on title that would not restrict the agricultural development of his lands. Access to the lands are also a safety concern.

During the review of the file, Planner Marshall found no additional relief was required. He indicated reciprocal zoning could be an option. Council also had concerns about the possibility of motor vehicle accidents.

An attendance sheet was circulated for any interested persons to sign their full name, address and postal code.

The Chairman asked if there were any further questions regarding the proposed zoning by-law amendment. Hearing none, the Chairman stated further discussion will take place later in this evening’s meeting. The applicant and/or agent and any other interested persons are invited to stay. The Chairman stated that Council will consider all the matters placed before it prior to reaching a decision.

There being no further discussion, the first Public Meeting was adjourned.

SECOND PUBLIC MEETING

The Chairman announced that this is a Public Meeting under the Planning Act to hear comments from the public and agencies and to give consideration to an application for a proposed Zoning By-law Amendment known as ZBA2018-14.

The property subject to the proposed amendment is legally described as Lot 18, Concession 6, (Peel) with civic addresses of 6866 Yatton Sideroad. The property is approximately 4.04 ha (10 acres) in size and occupied by a single detached dwelling, garden suite, sheds and barn.

The purpose and effect of the proposed amendment is to rezone the subject lands to permit an expansion to the existing business. The applicant is proposing a new 348 m² (3750 ft²) shop for manufacturing, repair and sales of horse harnesses and horse blankets. The applicant has also requested to extend the permission for the temporary residence (Garden Suite) on the subject lands. The current zoning will expire on June 9, 2019. Additional relief may be considered at this meeting.

Staff confirmed the following:
- Property owners and agencies were provided with the required notice by prepaid, first class mail, email or hand-delivered hard copy on August 22, 2018
- Proper postings were completed on August 22, 2018
- Public Notice was placed in the September 6, 2018 issue of the Drayton Community News.
- Comments stating no concerns were received from Grand River Conservation Authority dated August 23, 2018.
- Planner’s comments dated August 30, 2018 and prepared by Senior Planner Curtis Marshall were also received.
- CBO P. Wright comments dated September 4, 2018 stated the building department has no concerns.
- Comments from the Township of Woolwich were received on August 30, 2018.
- Ratepayer: No concerns of letters of objection were received.

Township Planner Marshall reviewed his planning report that was enclosed with the agenda package. The Chairman asked the property owner if he had any comments. Owner/applicant Ivan B. Martin submitted amended sketch (one page) that relocated the shop within the existing residential cluster.

Persons in attendance, who wished to make oral or written submission concerning this Zoning By-law Amendment application, were given the opportunity. Nothing came forth.
An attendance sheet was circulated for any interested persons to sign their full name, address and postal code.

The Chairman asked if there were any further questions regarding the proposed zoning by-law amendment. Hearing none, the Chairman stated further discussion will take place later in this evening’s meeting. The applicant and/or agent and any other interested persons are invited to stay. The Chairman stated that Council will consider all the matters placed before it prior to reaching a decision.

There being no further discussion, the second Public Meeting was adjourned.

_______________________________
Mayor Neil Driscoll

_______________________________
Clerk Barb Schellenberger
PLANNING REPORT
for the TOWNSHIP OF MAPLETON

Prepared by the County of Wellington Planning and Development Department

DATE: September 19, 2018
TO: Manny Baron, C.A.O.
    Township of Mapleton
FROM: Curtis Marshall, Senior Planner
      County of Wellington
SUBJECT: Ivan B. & Mary Martin
          6866 Yatton Sideroad, Yatton (formerly 6866 Woolwich-Peel Townline)
          Zoning By-law Amendment 2018-14 – Expanded Home Industry and Temporary
          Garden Suite Extension – Final By-law

Planning Staff have prepared a revised By-law for Council’s consideration that includes an additional
 provision requiring that the new home industry building be located within the building cluster. The final
 location of the building will be determined at the Site Plan approval stage.

Respectfully submitted
County of Wellington Planning and Development Department

_________________________
Curtis Marshall, MCIP RPP
Senior Planner
WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said
By-law Number 2010-080, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. That the wording of Site Specific Exception 31.179 be deleted and replaced with the following:

<table>
<thead>
<tr>
<th>31.179</th>
<th>Part of Lot 18, Con 6 6866 Yatton Sideroad, Yatton (Ivan B. &amp; Mary Martin)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Notwithstanding any other provisions of this By-law, the land may be used for the following specific use in addition to those uses permitted in the zone within which the parcel lies:</td>
</tr>
<tr>
<td></td>
<td>a) The manufacture, repair, and sale of horse harnesses and horse blankets, and shoe repair as an accessory use.</td>
</tr>
<tr>
<td></td>
<td>Subject to the following conditions:</td>
</tr>
<tr>
<td></td>
<td>i) That all buildings used in conjunction with the above noted additional use be restricted to a maximum ground floor area of 348 m² (3750 ft²).</td>
</tr>
<tr>
<td></td>
<td>ii) That the building be located within the building cluster.</td>
</tr>
<tr>
<td></td>
<td>b) A second residential dwelling (1 unit) provided that the dwelling unite take the form of a mobile home.</td>
</tr>
<tr>
<td></td>
<td>Subject to the following conditions and special provisions:</td>
</tr>
<tr>
<td></td>
<td>i) The mobile home can be joined to the main residence by a breezeway;</td>
</tr>
<tr>
<td></td>
<td>ii) The mobile home shall have a maximum floor area of 112.9 m² (1216 ft²);</td>
</tr>
<tr>
<td></td>
<td>iii) That the existing entrance driveway be used for access to the mobile home;</td>
</tr>
<tr>
<td></td>
<td>iv) That pursuant to Section 39 (3) of the Planning Act, R.S.O. 1990, c.P.13, as amended, the mobile home is permitted until June 9, 2029.</td>
</tr>
</tbody>
</table>

2. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended

READ a first, second and third time and passed this day of , 2018.

_______________________________
Mayor Neil Driscoll

_______________________________
Clerk Barb Schellenberger
EXPLANATORY NOTE
BY-LAW NUMBER ____________.

SUBJECT LAND
The property subject to the proposed amendment is legally described as Lot 18, Concession 6, (Peel) with a civic addresses of 6866 Yatton Sideroad (formerly 6866 Woolwich-Peel Townline). The property is approximately 4.04 ha (10 acres) in size and occupied by a single detached dwelling, garden suite, sheds and barn.

PURPOSE AND EFFECT
The purpose of the application is to amend the Zoning By-law to permit an expanded home industry use and extend the permission (time-period) for a temporary use mobile home (garden suite) on the property. The applicants are proposing to construct a new 348 m² (3750 ft²) shop for manufacturing, repair and sales of horse harnesses and horse blankets.
DATE: September 17, 2018
TO: Manny Baron, C.A.O.
    Township of Mapleton
FROM: Curtis Marshall
    County of Wellington
SUBJECT: Wellingdale Construction
Subject Properties:
    Part of Blocks 48 and 51, Plan 61M-74
    61R-10895, Parts 13 to 26, Drayton
    Removal of Holding Provision (H) for 14 Single Detached Lots and 1 Apartment Block (17 units)
    Zoning By-law Amendment 2014-07

Please find attached a by-law to remove the holding symbol from the subject lands. The Holding Symbol has been applied to the property in order to provide Council with an opportunity to address matters pertaining to the servicing of the land (municipal water, municipal sewage treatment and municipal storm water).

I trust that these comments will be of assistance to Council in their consideration of this matter.

Respectfully submitted
County of Wellington Planning and Development Department

__________________
Curtis Marshall, MCIP RPP
Senior Planner
WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. That By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule ‘A-2’ – Drayton, as it applies to the following properties: Part of Blocks 48 and 51, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton, as illustrated on Schedule ‘A’ attached to and forming part of this By-law, from:
   - Residential Low Density - Holding (R1C (H)) to Residential Low Density (R1C)
   - Residential High Density - Holding (R3 (H)) to Residential High Density (R3)

2. That except as amended by this By-law, the subject lands, as shown on Schedule ‘A-1’ to this By-law, shall be subject to all other applicable regulations of By-law Number 2010-080, as amended.

3. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended.

READ a first, second and third time and passed this day of , 2018.

______________________________
Mayor Neil Driscoll

______________________________
Clerk Barb Schellenberger
THE TOWNSHIP OF MAPLETON

BY-LAW NO ________________.

Schedule "A"

Rezone from:
- Residential Low Density - Holding (R1C (H)) to Residential Low Density
- Residential High Density - Holding (R3 (H)) to Residential High Density (R3)

This is Schedule "A" to By-law ________.

Passed this ___ day of _______________2018.

_________________________________________  __________________________
MAYOR                                      CLERK
EXPLANATORY NOTE

BY-LAW NUMBER ____________.

LOCATION
The properties subject to the proposed amendment are legally described as: Part of Blocks 48 and 51, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton.

PURPOSE AND EFFECT
The purpose of the amendment is to remove the holding symbol from the subject lands to allow for the construction of dwellings in accordance with the zoning by-law. The Holding Symbol had been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Residential Low Density (R1C) and Residential High Density (R3) zones, and all other applicable regulations of the Township of Mapleton Zoning By-law 2010-080, shall apply to the subject lands.
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CAO’S REPORT CL2018-29

TO: Mayor Driscoll and Members of Council
FROM: Manny Baron, CAO
RE: 5 Hilwood Dr., Moorefield
DATE: September 25th, 2018

RECOMMENDATION:

THAT Township of Mapleton Council receive CAO’s Report CL2018-29 dated September 25, 2018 regarding the sale of lands identified as Concession 10, Part Lot 10; RP61R8477 Part 2 being the “Lands”;

AND the CAO and Mayor be authorized to sign any and all ancillary documents pertaining to the sale of the Lands;

AND Council direct staff to invest the funds into the Working Capital Reserve.

AND FURTHER THAT notice of the draft bylaw attached hereto be given in accordance with the Township’s notice provision by-law.

BACKGROUND:

Further to previous closed session discussions regarding the potential sale of municipal land located on Hilwood Drive, Moorefield, I offer the following information for council’s consideration.

2392209 Ontario Inc. wish to purchase land from the Township of Mapleton. The land parcel is legally described as Concession 10, Part Lot 10; RP61R8477; located directly off Hilwood Drive and operated as the former Public Works garage. The dimensions will be determined shortly by a land survey at the township expense.

In preliminary discussion, the Township of Mapleton development team meeting reviewed the proposal from the proponent and discussed the proposed warehousing, distillery, and retail sales. CAO Baron had various confidential discussions with the proponent. An offer to purchase was received and is attached for your information. Survey (Severance/Easement/ROW) terms for payment, if required, for the land development will be split between the Buyer and Seller.
The offer sets out a purchase price of $300,000.00. $5,000.00 with the offer, the remainder at time of closing.

**PREVIOUS PERTINENT REPORTS:** Three closed session discussions (Report 2018-04 on March 13, 2018, Report CL2018-09 on April 10, 2018 and Report 2018-10 on April 24, 2018)

**DISCUSSION:**
None

**CONSULTATION:**
Township of Mapleton Staff, including Development Team, Director of Finance and Economic Development Coordinator.
Wellington Source Water Protection Risk Management Official
Township of Mapleton Lawyer

**FINANCIAL IMPLICATIONS:**
As the proceeds from the sale come to the Township they will be deposited into an operating account. The Finance Department will transfer the net proceeds to an appropriate reserve account (working capital). This working reserve will be used to fund future capital projects.

**COMMUNICATION:**
Pursuant to the Notice By-law 2008-024 and Policy MUP 01.02, public notification in the Drayton Community News for one week and the Township website will take place.

Respectfully Submitted By:
Manny Baron
CAO

Attachments:
1. Draft Bylaw
2. Agreement of Purchase and Sale
Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this ___________________ day of ____________________, ________________ , agrees to purchase from

BUYER, 2392209 Ontario Inc (Full legal names of all Buyers)

SELLER, The Corporation of the Township of Mapleton (Full legal names of all Sellers)

REAL PROPERTY:

Address  Hillwood Drive, Moorefield fronting on the -- side of -- in the Township of Mapleton, County of Wellington

and having a frontage of -- more or less by a depth of -- more or less

and legally described as Part Lot 10, Con.10 Maryborough, being Part of Part 2, Plan 61RB8477; Mapleton (Part of PIN71473-0290)

As shown on the sketch attached hereto as Schedule B (Land and Building) (the "property") (Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDNs) $300,000.00

Three Hundred Thousand $X/100 Dollars

DEPOSIT: Buyer submits Upon Acceptance (Heraswith/Upon Acceptance/as otherwise described in this Agreement)

One $X/100 Dollars (CDNs) $1.00

by negotiable cheque payable to Seller to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This Offer shall be Irrevocable by Buyer until 5pm on the 30th day of June, 2018, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 17th day of October, 2018. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. NOTICES: The Seller/Buyer hereby appoints the n/a as agent for the Seller/Buyer for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: n/a (For delivery of Documents to Seller) FAX No.: n/a (For delivery of Documents to Buyer)

Email: n/a (For delivery of Documents to Seller) Email: n/a (For delivery of Documents to Buyer)

INITIALS OF BUYER(S): __________________________ INITIALS OF SELLER(S): __________________________
4. CHATELLES INCLUDED: none

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED: none

6. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. They Buyer agrees to assume the rental contract(s), if assumable: none

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST) then such tax shall be In addition to the Purchase price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 a.m. on the 30th day of September, 2018 (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (commercial) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easement for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines, or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, with all related costs at the expense of the Seller), and which Buyer will not waive this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such a day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter I4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the *Trust And Loan Companies Act (Canada)*, Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker, or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple-unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

**INITIALS OF BUYER(S):** [Signature]  **INITIALS OF SELLER(S):** [Signature]
24. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provisions added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

25. **SUCCESSIONS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Witness) ____________________________ (Witness) ____________________________

IN WITNESS WHEREOF I have hereunto set my hand and seal:

(Buyer) ____________________________ (Seller) ____________________________

2392209 Ontario Inc. ____________________________ The Corporation of the Township of Mapleton

(Date) ____________________________ (Date) ____________________________

May 5, 2018

I, the Undersigned Seller, agree to the above Offer

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Witness) ____________________________ (Witness) ____________________________

IN WITNESS WHEREOF I have hereunto set my hand and seal:

(Seller) ____________________________ (Seller) ____________________________

Per: ____________________________ I have authority to bind the corporation

(Date) ____________________________ (Date) ____________________________

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Date) ____________________________

(Witness) ____________________________ (Spouse) ____________________________

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of ____________.

(Signature of Seller or Buyer) ____________________________

ACKNOWLEDGEMENT

Lawyer for Seller:

(Seller) ____________________________ (Date) ____________________________

(Seller) ____________________________ (Date) ____________________________

Address for Service ____________________________

Seller's Lawyer ____________________________ Tel No. ____________________________

Address ____________________________ Tel No. ____________________________

Lawyer for Buyer:

(Buyer) ____________________________ (Date) ____________________________

(Buyer) ____________________________ (Date) ____________________________

Address for Service ____________________________

Buyer's Lawyer ____________________________ Tel No. ____________________________

Address 9 Memorial Ave., Elmira, ON, N3B 2Z6 ____________________________ Tel No. ____________________________

INITIALS OF BUYER(S): ____________________________ INITIALS OF SELLER(S): ____________________________

Page 27 of 168
This schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 2392209 Ontario Inc.

SELLER, The Corporation of the Township of Mapleton

for the purchase and sale of Hillwood Drive, Moorefield

________________________________________________________________________________________________________________________________________________________________________________________________________________________

dated the 15th day of May, 2018.

Buyer agrees to pay the balance as follows:

Balance of Purchase Price:
The Buyer agrees to pay the balance of the purchase price, subject to usual adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

Conditional on Survey and Severence/Easement from the Seller:

Closing of this transaction is conditional on the completion of a survey to confirm and determine the exact boundary limits of the property to be conveyed by the Township to the Buyer, with the appropriate easement granting the Buyer access to the subject property. The Parties agree to work together toward the completion of the survey noting the boundary limits of the subject property and the easement. The Buyer and Seller agree to split the surveying costs in relation to the said severance.

Mortgage Approval:
This Offer is further conditional upon the Buyer arranging, at the Buyer's own expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 5 p.m. on the 31st day of August, 2018, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer’s sole option by notice in writing to the Seller within the time period stated herein.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): ___________________________  INITIALS OF SELLER(S): ___________________________
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

DRAFT BY-LAW

A By-law to authorize the conveyance of a parcel owned by the Township of Mapleton Part Lot 10, Concession 10, Maryborough, being part of RP61R8477 shown on the sketch attached hereto, to 2392209 Ontario Inc.

WHEREAS the Corporation of the Township of Mapleton considers it advisable to convey the soil and freehold of the lands, legally described as Part Lot 10, Concession 10, Maryborough, being that part of 61R8477 shown attached hereto (the “Parcel”), to 2392209 Ontario Inc. (the “Purchaser”), for a purchase price of $300,000.00;

AND WHEREAS the policies governing the sale of municipal land have been complied with;

AND WHEREAS the Council for the Corporation of the Township of Mapleton has heard any persons who applied to be heard regarding this by-law;

NOW THEREFORE, the Council of The Corporation of the Township of Mapleton enacts as follows:

1. THAT the Parcel is declared surplus to the Township's present and future needs; and

2. THAT the soil and freehold of the Parcel be conveyed to the Purchaser, subject to the Purchaser and Township entering into a satisfactory agreement of purchase and sale and subject to any necessary easements or other legal requirements being satisfied, as determined by the Township’s solicitor; and

3. THAT the Township's Solicitor take all necessary steps to complete the conveyance of the Parcel to the Purchaser and that the Mayor and Clerk are authorized to execute any documents in connection therewith.

READ three times and finally passed this ___ day of _____, 2018.

___________________________________________
Mayor Neil Driscoll

___________________________________________
Clerk Barb Schellenberger
TO: Mayor Driscoll and Members of Council

FROM: Manny Baron, CAO

RE: WPCP Pilot Plant

DATE: September 25th, 2018

RECOMMENDATION:
THAT the Township of Mapleton Council receive Clerk’s Report CL2018-30 dated September 25th, 2018 regarding WPCP Pilot Plant;

AND FURTHER THAT Council authorize the CAO to issue a purchase order to CIMA in order to begin the Pilot Testing beginning in December 2018.

BACKGROUND:
With the recent increase in treatment capabilities from 750 m$^3$/day to 900 m$^3$/day, staff have focused their efforts on planning for the next increase. As CIMA’s review has suggested, our next goal will be to treat 1300 m$^3$/day. There have been presentations from CIMA comparing two technologies. Both SAGR and MBBR technologies have been presented to Council.

DISCUSSION:
In reviewing the peer review and discussing the preliminary engineering with CIMA. There are several pro and cons related to both technologies. As always, staff and council are encouraged to ensure due diligence is taken when making a decision that will affect us for several decades. Keeping this in mind, Councilor Woodham and I have visited Veolia’s head office in Montreal and have negotiated a pilot project to be installed at the Mapleton Lagoons beginning in December. Several steps need to be taken to ensure we are ready for the December target.

Table 3 in CIMA’s report dated September 18$^{th}$ (attached) describes what needs to be accomplished to make this pilot a success.

CONSULTATION:
CIMA
Veolia
OCWA
FINANCIAL IMPLICATIONS:
The total cost to install and operate the pilot is $115,000 + HST as described in CIMA’s report. Our 2018 capital budget includes $4,208,500 to address our waste water needs, the money should be taken from this budget line as it will help us properly plan for the distant future.

SUMMARY:
If approved, we will issue a purchase order and engage CIMA to begin the planning process for the WPCP Pilot Plant.

COMMUNICATION:
N\A

Respectfully Submitted By:
Manny Baron
CAO

Attachments:
1. CIMA’s WPCP report regarding the pilot plant
September 18, 2018

Township of Mapleton
7275 Sideroad 16
Drayton, ON
N0G 1P0

Attention: Mr. Manny Baron, CAO

RE: Mapleton Water Pollution Control Plant (WPCP) Nitrification Treatment Upgrades

Dear Mr. Baron:

1 INTRODUCTION AND BACKGROUND

The Mapleton Water Pollution Control Plant (WPCP) is a seasonal discharge lagoon-based plant with chemical phosphorus removal, tertiary sand filtration, and UV disinfection. The plant was recently re-rated from 750 m³/d to 900 m³/d (ECA 1391-B38PLA, August 2, 2018).

The Township of Mapleton (Township) completed a Wastewater Servicing Class Environmental Assessment (EA) in November 2017 to review options to address capacity constraints at the Mapleton WPCP and identify alternative treatment options for the plant. The preferred treatment strategy recommended in the 2017 Class EA was to expand the plant’s rated capacity to 1,300 m³/d by installing a Submerged Attached Growth Reactor (SAGR) system in the facultative treatment lagoon (Cell 1) for improved ammonia removal. The SAGR system is an established treatment technology in Ontario for cold weather ammonia removal (nitrification) at lagoon-based treatment plants.

The Township requested that CIMA+ complete a peer review of the 2017 Class EA. CIMA+ identified Moving Bed Biofilm Reactor (MBBR) as a potential polishing option for nitrification after utilizing the existing lagoons for BOD₅ removal. The Peer Review Report found that MBBR offers a lower capital investment as compared to SAGR, but may require a longer implementation timeline since there are no full-scale systems in Ontario. Pilot demonstration on-site may be required for an MBBR system, but would not be required for a SAGR system to obtain approval from the Ministry of Environment, Conservation and Parks (MECP).

2 PURPOSE

The Township is looking for a cost-effective upgrade approach to provide for growth to 1,300 m³/d and improved effluent quality to accommodate cold weather discharge windows. The most cost-effective solution is to utilize the existing lagoons for storage and partial treatment with a new polishing process to allow for cold weather nitrification upstream of the existing filters.
The findings of the Peer Review Report were equally favourable for implementing SAGR and MBBR at the Mapleton WPCP. However, at the time of that report the re-rating approval had not yet been received. Now that re-rating approval has been received, timelines for implementing additional upgrades can be re-assessed. The purpose of this letter is to summarize CIMA+’s findings after further discussions with the SAGR and MBBR vendors and recommendations for the Township on how to proceed with upgrades of the Mapleton WPCP.

3 SUBMERGED ATTACHED GROWTH REACTOR (SAGR)

A submerged attached growth reactor (SAGR) system was the recommended nitrification treatment process for the ultimate servicing strategy in the 2017 Class EA. SAGR is a patented process designed to provide nitrification in cold to moderate climates. Cells in the SAGR beds contain clean gravel through which wastewater flow is evenly distributed for aerobic treatment across the width of the cell.

In considering the SAGR system for implementation at the Mapleton WPCP the following advantages and disadvantages were highlighted (Table 1).

<table>
<thead>
<tr>
<th>Advantages</th>
<th>Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Established technology in Ontario</td>
<td>• Higher capital cost (Approx. $5.2M)</td>
</tr>
<tr>
<td>• Ammonia removal performance guarantee from the vendor</td>
<td>• High additional headloss – will decrease the available storage in the downstream storage lagoons</td>
</tr>
<tr>
<td>• Low operational and maintenance effort required</td>
<td>• Large space requirement (Approx. 9,800 m³ for two SAGR cells)</td>
</tr>
</tbody>
</table>

The Township would benefit from the implementation of SAGR at the Mapleton WPCP with a shorter timeline for amending the plant’s Environmental Compliance Approval (ECA) and minimal additional operational and maintenance effort. However, the high capital cost and headloss may be restrictive for the Township with current funding availability and WPCP storage volume.

4 MOVING BED BIOFILM REACTOR (MBBR)

A moving bed biofilm reactor (MBBR) was considered in the 2017 Class EA as one of the ultimate servicing strategy alternatives for treatment prior to the existing lagoons, but was not recommended as the preferred servicing option. A MBBR could also be considered as a polishing option for nitrification after utilizing the existing lagoons for BOD₅ removal. This will reduce the cost and operating complexity of the MBBR alternative.

The components of a polishing MBBR treatment system include a concrete tank, stainless steel laterals and diffusers, blowers to provide oxygen for nitrification and mixing energy, and cylindrical plastic carriers (25mm diameter), which float in the tank to provide a surface on which bacteria can grow.

Conservatively, a 4,000 m³/d design basis was initially assumed for the Peer Review Report; however, CIMA+ has since refined the MBBR design based to run continuously at the proposed rated capacity of 1,300 m³/d. We have also discussed re-circulation possibilities with the vendor to allow for additional operator flexibility.
The re-circulation strategy was also discussed with OCWA, who agreed with the approach and also believe that there is value in the operational flexibility.

In considering the MBBR system for implementation at the Mapleton WPCP the following advantages and disadvantages were highlighted (Table 2).

**Table 2 MBBR Advantages and Disadvantages**

<table>
<thead>
<tr>
<th>Advantages</th>
<th>Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Lower capital cost (Approx. $2.6M)</td>
<td>• Newer technology in Ontario – potentially longer approval timelines with requirement for pilot scale testing</td>
</tr>
<tr>
<td>• Low additional headloss</td>
<td>• Additional operational oversight and costs will be required if MBBR is implemented.</td>
</tr>
<tr>
<td>• Ammonia removal performance guarantee from the vendor</td>
<td></td>
</tr>
<tr>
<td>• Low space requirement (Approx. 400 m³ for two MBBR tanks)</td>
<td></td>
</tr>
<tr>
<td>• Highly modular – capabilities for future expansion</td>
<td></td>
</tr>
</tbody>
</table>

The significantly lower capital cost and space requirements for the MBBR system better suit the Township’s needs for the Mapleton WPCP. However, the Township may be required to perform pilot testing to demonstrate that the technology can be implemented full-scale at Mapleton WPCP.

The recent re-rating of the Mapleton WPCP from 750 m³/d to 900 m³/d has alleviated some immediate development capacity needs and provided more time for the Township to prepare for the major upgrades.

It is recommended that the Township pursue the opportunity to test MBBR on a pilot scale in collaboration with the MECP to expedite the approvals process should the Township choose to implement MBBR full-scale at the plant. Pilot testing is recommended during a portion of the winter and all of the spring discharge periods (December, March, and April) to demonstrate the ammonia removal of MBBR during the coldest months.

5 STORAGE LAGOON EFFLUENT RE-CIRCULATION

CIMA+ has discussed the possibility of implementing a re-circulation stream at the Mapleton WPCP with the Township and OCWA operators. The proposed re-circulation stream would allow storage lagoon effluent to be directed back to Cell 2.

Re-circulation capabilities would benefit operation of the plant. Operators would be able to test the filters outside of the seasonal discharge periods and provide additional aerated treatment and ammonia removal for storage lagoon effluent.

The maximum re-circulation rate will be determined by the hydraulic capacity of Flow Control Structure “A”, following Cell 1, and the Effluent Pump Station, following the storage cells. These structures receive the total influent flow to the plant and will also receive the proposed re-circulation flow. In addition, the hydraulic capacity of piping between lagoon cells must also be considered for the proposed re-circulation flow.

It is recommended that the Township complete the preliminary design of a re-circulation line from the tertiary treatment building to Cell 2. The preliminary design would include an updated hydraulic grade line for the Mapleton WPCP for the proposed rated capacity (1,300 m³/d), including the re-circulation flow rate. This information can also be considered as part of the MBBR pilot study.
6 PILOT TESTING APPROACH

Pilot testing of MBBR systems has occurred and is ongoing within Ontario and Canada. In Ontario, Veolia has been pilot testing in Cassleman. In addition to meeting with Veolia, CIMA+ contacted the local community representative to confirm pilot testing results and the project approach taken. They confirmed that a MECP representative from the Kingston Surface Water Group was involved in the local MBBR pilot. They also confirmed that the MECP Innovations Branch, which runs the "innovative technology verification pilot project" program, was not involved during the project; nor was a representative from technical services which has final approval of Environmental Compliance Approvals.

The treatment objectives for Mapleton of 1.0 mg/L total ammonia nitrogen (TAN) are much more stringent than required for any of the sites, including Cassleman, that have undergone pilot testing. However, pilot results suggest that the MBBR technology can meet the Mapleton limits.

To limit both performance risk and MECP Approvals risk, a site specific pilot test of MBBR is recommended for Mapleton. We propose this include input from the MECP Innovations Branch to both mitigate approvals risk and expedite ECA approvals timelines. Due to the benefits this pilot test will also provide for Veolia in terms of MECP technology acceptance, we have negotiated a discount from their normal pilot rental rates. Table 3 summarizes the approach and associated costs of implementing pilot testing of MBBR at the Mapleton WPCP. The vendor’s budgetary proposal for pilot testing is attached to this letter for reference. CIMA+ will critically evaluate the pilot testing approach and results to ensure the technology is appropriate for the Township. Upon a successful pilot study, CIMA+ would also recommend using performance guarantees in the contract documents.

Engineering costs include design works associated with providing electrical power supply to the pilot system, re-circulation evaluation (item 5 of this letter), developing the appropriate pumping and piping layout for the pilot and evaluation of suitable placement of the pilot. Engineering fees also include support during the pilot and a critical evaluation of piloting data.

Table 3 MBBR Pilot Testing Approach

<table>
<thead>
<tr>
<th>MBBR Pilot Testing Approach</th>
<th>Opinion of Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Vendor supplied pilot with the partnership of the MECP Innovations Branch.</td>
<td>• $55,000 for 5 months (December – April) of piloting (vendor’s cost, see attached proposal)</td>
</tr>
<tr>
<td>Advantage:</td>
<td>• $30,000 site levelling and set-up (power, pumping, and piping) for the pilot (change order through the new alum building contractor)</td>
</tr>
<tr>
<td>- Reduced length of amended ECA approval process</td>
<td>• $5,000 additional laboratory testing to be performed by OCWA</td>
</tr>
<tr>
<td>- Higher project grant funding success; approach will offer benefits to all other similar systems in Ontario.</td>
<td>• $25,000 engineering coordination and site visits, includes two pre-consultation meetings with MECP and summary report for MECP</td>
</tr>
<tr>
<td></td>
<td>• Total = $115,000 excluding HST</td>
</tr>
</tbody>
</table>
7 RECOMMENDATIONS AND NEXT STEPS

The 2017 Class EA for the Mapleton WPCP expansion recommended SAGR technology. A detailed comparison of SAGR against MBBR technology showed the potential for over $2 million in capital savings to the Township, with similar long-term operating costs. However, the MBBR technology is not as familiar to MECP and this could introduce some approvals risk without site specific pilot testing. Due to the significant potential capital cost savings to the Township, pilot testing of MBBR technology is recommended to mitigate approvals risk. Key next steps would include:

+ The Township should complete a pilot testing performance verification study for the MBBR technology during the critical winter months (December, March, and April discharge months 2018-2019) in partnership with the MECP Innovation Branch. This will benefit the timeline for ECA approval, if MBBR pilot testing is successful. Total cost for the pilot test is estimated at approximately $115,000. This includes an engineering allowance of $25,000 for pilot plant site preparation design, MECP coordination and reporting.

+ If the MBBR piloting is successful, it is recommended that the Township complete an amendment to the 2017 Class EA.

+ The Township should complete preliminary design for the retrofit of the Mapleton WPCP to include a re-circulation line from the tertiary treatment building to Cell 2. This has been included in the engineering allowance above.

Sincerely,

CIMA Canada Inc.

[kelly frensch signature]

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Encl. MBBR Pilot Budgetary Proposal

cc: Sam Mattina, C.E.T. (Civil), CMM III, Township of Mapleton
    Troy Briggs, M.Eng., P.Eng., CIMA+
    Amy Langford, EIT, CIMA+
TOWN OF MAPLETON, ON

To: Amy Langford – CIMA+
    Manny Baron – Town of Mapleton

Budgetary LagoonGuard™ Pilot Proposal
BOD POLISHING AND NITRIFICATION

2018-09-06

PROJECT# TM99673

PREPARED BY:
Simon Vincent, B.Sc., M. Eng., Process Support and R&D Supervisor, Technologies
Bradley Young, Ph.D., Product Manager - AnoxKaldnes

PROPRIETARY NOTICE
This proposal is confidential and contains proprietary information. It is not to be disclosed to a third party without the written consent of Veolia Water Technologies Canada.

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SECTION 1. INTRODUCTION

The Township of Mapleton, ON is required to increase the treatment capacity of its lagoon to allow for residential expansion. Maintaining lagoons as the primary source of biochemical oxygen demand (BOD) and total suspended solids (TSS) removal provides significant operational benefits (e.g. low maintenance, simple operation), however, the lagoons ability to remove ammonia will be severely inhibited during the winter months. Hence, to accommodate future growth, the lagoon will require additional treatment with respect to ammonia.

Veolia Water Technologies Inc. (Veolia) is pleased to present the LagoonGuard™ technology as a means of ammonia removal at low temperatures. The LagoonGuard is based on the moving bed biofilm reactor (MBBR) principle where biofilm attaches and grows on submerged carriers. The LagoonGuard™ efficiency is increased through specially designed carriers. These carriers are designed to have a protected interior for biofilm growth and remain in constant movement in the reactor. The constant movement for LagoonGuard™ carriers is generated by the aeration system of the reactor, which can support fill fractions of 25 to 65\% relative to the total reactor volume. Thus, the LagoonGuard™ technology has a flexible design and can accommodate future increases in treatment capacity simply by increasing the fill fraction of the already installed reactor basin.

The LagoonGuard™ carriers are constantly colliding and subject to hydrodynamic shear forces. These processes act as a self-cleaning mechanism for the carriers and hence enable a consistent healthy biofilm. The self-cleaning mechanism eliminates the need for backwashing and all in basin components (aeration grid and carrier retention sieves) are designed to be maintenance free. These attributes allow the LagoonGuard to provide a significant increase in treatment capacity while maintaining the simplicity and operational ease associated with lagoon treatment facilities.

To assess the process, especially in low water temperatures, the Township of Mapleton is interested to pursue a pilot study. The duration of the pilot test is requested to be five (5) months, from December 2018 to April 2019 to cover the critical winter period.

The equipment supply to be supply is:

- One (1) LagoonGuard™ pilot trailer of 25’ length, with all necessary equipment (reactors, blower, instrumentation and control panel).

This document presents:

1. Design Basis of the pilot;
2. A description of the MBBR trailer unit;
3. The scope of supply;
4. Our budget price for the pilot testing;
5. Appendixes.
SECTION 2. DESIGN BASIS

The design basis for the LagoonGuard™ influent is presented in Table 1.

Table 1: Design basis for pilot influent.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Average</td>
</tr>
<tr>
<td>BOD$_5$</td>
<td>mg/L</td>
<td>40</td>
</tr>
<tr>
<td>Total Ammonia Nitrogen</td>
<td>mg TAN/L</td>
<td>48</td>
</tr>
<tr>
<td>Total Suspended Solids, TSS</td>
<td>mg/L</td>
<td>40</td>
</tr>
<tr>
<td>Alkalinity*</td>
<td>mg/L</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Influent alkalinity is not available at this time. In lagoon municipal applications, there is typically sufficient alkalinity for complete nitrification (7.14 g CaCO$_3$/g TAN). The pilot is equipped with a sodium hydroxide dosage system in the event there isn’t sufficient alkalinity.

The pilot treatment objectives are to remove the residual BOD as well as to remove ammonia nitrogen to the values presented in Table 2.

Table 2: Treated Water Objectives.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Target objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soluble BOD$_5$</td>
<td>mg/L</td>
<td>&lt; 5</td>
</tr>
<tr>
<td>Total Ammonia Nitrogen</td>
<td>mg N/L</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Acute lethality on rainbow trout</td>
<td>--</td>
<td>&lt; 50% mortality after 96 hours in 100% effluent</td>
</tr>
</tbody>
</table>

The pilot will consist of two (2) LagoonGuard™ reactors placed in series to achieve the degradation of residual BOD and nitrification. The Figure 1 illustrated the pilot process flow diagram and the reactors used within the pilot for the 2-stage LagoonGuard™ process.
Figure 1: Pilot Process Flow Diagram

The flow through the system will depend on the actual influent concentration of both BOD and ammonia. The LagoonGuard™ technology and pilot process configuration has the ability to adapt to a wide range of wastewater characteristics. The process will be optimized during the pilot trials.
SECTION 3. DEMONSTRATION PILOT UNIT

3.1 PILOT EQUIPMENT DESCRIPTION

The mobile pilot unit is housed in a 25' trailer. It is fully equipped with all motors (pumps and blowers), control panel and a SCADA system that includes access to remote monitoring. The pilot also includes interior ventilation by means of an exhaust fan. When delivered on site, the unit needs to be placed on levelled ground, asphalt or concrete slab. It can also be levelled using wooden planks or boards.

The exterior and interior of the pilot are shown in Figure 2 and 3 respectively.

Figure 2: LagoonGuard™ mobile unit (outside view).

Figure 3: Inside of the MBBR mobile unit.
The pilot is completely automated and integrated with a PLC based SCADA System. The main characteristics of the PLC are:

- Data logging of the online analyzers;
- Alarm managing with transmission by phone or email to an operator;
- Pump protections, delay and acknowledgement;
- Flow control using a flow meter and a drive on the raw water pump;
- Multiple online analyzers such as pH-meter, flow meter, dissolved oxygen and combined ammonia-nitrates sensor for process monitoring.
3.2 DIMENSIONS

Table 3 summarizes the footprint requirements for the proper installation of the pilot unit.

<table>
<thead>
<tr>
<th>Pilot</th>
<th>Length (feet)</th>
<th>Wide (feet)</th>
<th>Height (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBBR unit</td>
<td>25</td>
<td>9</td>
<td>12</td>
</tr>
</tbody>
</table>

3.3 PUMPING

The Client will supply the feed raw water to deliver the appropriate flowrate range and total dynamic head as indicated in Table 4. Additional work between Veolia and the Client may be necessary prior to pilot delivery on site to coordinate raw water hydraulics.

<table>
<thead>
<tr>
<th>Pilot</th>
<th>Flowrate (L/h)</th>
<th>Head (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Min</td>
<td>Optimal</td>
</tr>
<tr>
<td>MBBR unit</td>
<td>50</td>
<td>300</td>
</tr>
</tbody>
</table>

The pumped raw water will enter an equalization tank. Flow to the LagoonGuard™ reactors is controlled with feed pumps operated via a VFD and a flow meter. Excess flow will exit the equalization tank through an overflow to a common drain. A submersible feed pump is recommended to be supplied by the client.

3.4 PIPING

The unit has three hydraulic connections (raw water inlet, effluent/drain outlet and service water). The Client shall supply and install all of the external piping required to feed raw water to the pilot unit and from the common drain to the discharge location.

If available, the Client shall supply potable/service water to the Pilot unit.

<table>
<thead>
<tr>
<th>Pilot</th>
<th>Influent (in)</th>
<th>Common Drain (in)</th>
<th>Service water (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBBR unit</td>
<td>1.0 Male cam-lock</td>
<td>3.0 Male cam-lock</td>
<td>%” Hose adapter</td>
</tr>
</tbody>
</table>

All connections are cam-lock type at the exception of service water, which is a garden hose connection type.
Influent and service water connections are mounted on one side of the trailer. The pilot drains by gravity with connections located underneath the mobile unit.

The Client is also responsible to heat-trace and isolate all outside piping during Winter months to prevent freezing.

### 3.5 ELECTRICAL REQUIREMENTS

The Client shall supply the appropriate electrical connection.

<table>
<thead>
<tr>
<th>Process</th>
<th>Voltage (V)</th>
<th>Amperage (Amps)</th>
<th>Phase</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBBR unit</td>
<td>220</td>
<td>80*</td>
<td>1</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*max with heating on.

The mobile unit is equipped with 2 heaters. The temperature inside the pilot will remain cold to prevent heating of the water during the winter months. If the unit is installed outside, an isolation skirt should be installed with a heater underneath the unit to prevent the ground level equipment inside the pilot from freezing. The isolation skirt is to be supplied and installed by the Client.

### 3.6 REMOTE COMMUNICATION SYSTEM

The pilot unit is equipped with a remote communication access to the PLC and SCADA. Veolia will have access at any time to the pilot controls via a cellular modem and antenna.

### 3.7 CHEMICALS

In this application, the LagoonGuard™ is normally a chemical free process. In the unlikely case there isn’t sufficient alkalinity, Veolia will provide Hydrex™ 9501 (sodium hydroxide), to buffer the pH.

### 3.8 LABORATORY ANALYSIS

To follow up on process performance, the parameters to be followed during the pilot trials are:

- Total Ammonia Nitrogen;
- Nitrites;
- Nitrates;
- Soluble chemical oxygen demand;
- Total Suspended Solids
- Total Phosphorus;
- Alkalinity;
- pH;
- Temperature.
Veolia will supply test kits for start-up and commissioning period only. Extra fees will apply for the pilot test period. Veolia can also supply the spectrophotometer and instruments for the length of the pilot testing, to be discussed with the Client.

A minimum of 2-3 samples per week for each location (influent, inter-stage and effluent) is recommended at minimum during the whole duration of the pilot study. The analytical program is presented in Table 7.

**Table 7: Analytical program.**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Influent</th>
<th>Reactor 1 effluent</th>
<th>Reactor 2 effluent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ammonia</td>
<td>mg N/L</td>
<td>2-3x/week</td>
<td>2-3x/week</td>
<td>2-3x/week</td>
</tr>
<tr>
<td>Nitrites</td>
<td>mg N/L</td>
<td>1x/week</td>
<td>2-3x / week</td>
<td>2-3x / week</td>
</tr>
<tr>
<td>Nitrates</td>
<td>mg N/L</td>
<td>1x/week</td>
<td>2-3x / week</td>
<td>2-3x / week</td>
</tr>
<tr>
<td>pH, temperature</td>
<td>-</td>
<td>2-3x/week</td>
<td>2-3x/week</td>
<td>2-3x/week</td>
</tr>
<tr>
<td>DO</td>
<td>mg/L</td>
<td>-</td>
<td>Online</td>
<td>Online</td>
</tr>
<tr>
<td>Soluble carbon oxygen demand</td>
<td>mg/L</td>
<td>2-3x/week</td>
<td>2-3x / week</td>
<td>-</td>
</tr>
<tr>
<td>TSS*</td>
<td>mg/L</td>
<td>1-2x/week</td>
<td>-</td>
<td>1-2x/week</td>
</tr>
<tr>
<td>Total Phosphorus</td>
<td>mg P/L</td>
<td>1x/week</td>
<td>-</td>
<td>1x/week</td>
</tr>
<tr>
<td>Orthophosphorus</td>
<td>mg P/L</td>
<td>1x/week</td>
<td>-</td>
<td>1x/week</td>
</tr>
<tr>
<td>Alkalinity</td>
<td>mg CaCO₃/L</td>
<td>1-2x/week</td>
<td>1-2x/week</td>
<td>1-2x/week</td>
</tr>
</tbody>
</table>

In addition to the proposed laboratory analysis, the pilot is also equipped with online probes:

- Flow rates;
- Combined Ammonia-Nitrates probe;
- Dissolved oxygen;
- Temperature;
- pH.
SECTION 4. SCOPE OF SUPPLY

4.1 ITEMS INCLUDED

4.1.1 PILOT UNITS

The following component is included:

- One (1) LagoonGuard™ MBBR 25’ trailer pilot unit.

4.1.2 MOBILISATION / DEMOBILISATION

The following services are included in the Mobilisation/Demobilisation of the system:

- Installation supervision and preparation of equipment on site:
  - One (1) field technician/engineer, 8 hours per day, for 4 days;
- Dismantling of equipment:
  - One (1) field technician/engineer, 8 hours per day, for 4 days.

Mechanical and electrical assistance by the Client is required during this period.

4.1.3 PILOT UNITS START-UP AND TRAINING

Our proposal is based on Veolia taking responsibility for system commissioning, start-up and training. Training will be provided to the Client to allow operation following process commissioning.

- Unit start-up and site training for the Client’s personnel:
  - One (1) field technician/engineer, 8 hours per day, for 6 days.

4.1.4 OPERATION

Veolia will leave site after the Client operators have been trained. Veolia will then perform remote monitoring and process troubleshooting, providing telephone support to the town of Mapleton, who will operate the unit in accordance with instructions. Normal operations will be:

- Sample for lab analysis (2-3x per week) and walk through the pilot (2-5 hours per week);
- Veolia’s field engineer will supervise the pilot unit remotely and will be on call.
4.1.5 PROCESS FOLLOW-UP

After Veolia leaves site from commissioning and training, Veolia will continue to follow-up on the process. Data collected will be sent to Veolia for process support and data analysis during the operation phase. Veolia will determine operation setpoints and process changes. Scheduled on-site visits will be done by Veolia or when required (i.e. troubleshooting, etc).

- Veolia’s field technician/engineer will visit the pilot once a month: 4 visits of 3 days on site, during 4 months following commissioning (not including commissioning and demobilization visits)

4.2 INSTALLATION

4.2.1 TRANSPORTATION AND LOCATION

Unit transportation will be arranged by Veolia.

4.2.2 SITE PREPARATION AND INSTALLATION

The Client is responsible for the installation of the pilot unit and site levelling. Veolia will supervise these efforts to ensure proper piloting installation. It is the responsibility of the Client to provide the requirements from the beginning to the end of the pilot trials. The Client is responsible to limit access to authorized personnel only.

4.2.3 PIPING

The Client shall supply external piping for raw water feed and water outlet. All hydraulic connections shall be "Ever-tite Quick Coupling" type or equivalent, and shall be the opposite type (male or female) of the unit connection, at the exception of the service water which is a garden hose connection type.

4.2.4 ELECTRICAL POWER

The Client will supply electrical power to the mobile unit. Connection should be made by a professional electrician.

4.3 EXCLUSIONS

The following items are NOT included in Veolia’s scope of supply:

- Internal analysis laboratory material (may be supplied by Veolia as an extra);
- External laboratory analysis and sample shipment;
• Influent pump and all interconnecting piping;
• Layout of equipment installation on site and installation engineering;
• Permits, including certificate of authorization, necessary construction permits and licences.
• Unloading, storage, maintenance, preservation, insurance, and protection of all equipment and materials on-site.
• All site preparation, grading, foundations (including excavation for foundations if needed), underground piping, conduits and drains.
• Buildings, sumps, trenches and similar concrete works, site interferences, fencing and landscaping (including asphalt or paving).
• Supply and installation of interconnecting piping between the equipment in the system process.
• All labour, material and utilities required to install the supplied equipment.
• All labour, materials, supplies and utilities required during the operation phase by the Client, including laboratory facilities and analytical work.
• Supply and installation of all electrical power and conduit to the treatment system electrical panel as required, including wire, cable, junction boxes, fittings, conduit, etc.
• Utilities (including hot water, service water, etc) and cost of utilities;

4.4 CLARIFICATIONS
In addition to technical assumptions presented, Veolia used the following list of assumptions in developing the scope and pricing for the proposed project:

• Our proposal is based on our experience and current understanding of the application. However, further tests and analysis of the application’s water could lead to changes in reactor configuration.
• Client is responsible for sampling and for external lab analysis required by local regulation.
SECTION 5. SCHEDULE

A preliminary project schedule is presented below. The Client intends to pilot the LagoonGuard™ process from December 2018 to April 2019.

Table 8: Preliminary pilot schedule

<table>
<thead>
<tr>
<th>Activities</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dec</td>
</tr>
<tr>
<td>Unit delivery and installation</td>
<td>X</td>
</tr>
<tr>
<td>Hydraulic testing and MBBR start-up</td>
<td>X</td>
</tr>
<tr>
<td>Load increase and optimization</td>
<td>X</td>
</tr>
<tr>
<td>Steady state operation at low temperature</td>
<td>X</td>
</tr>
<tr>
<td>Spring operation</td>
<td></td>
</tr>
<tr>
<td>Demobilisation and unit shipment to Montreal</td>
<td></td>
</tr>
<tr>
<td>Reporting</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 6. BUDGET PRICE

The Table 11 summarizes the budget price associated with the pilot test for the Town of Mapleton. Veolia is willing to rent the pilot at no charge.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price ($ CAD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laboratory jar tests in Veolia’s laboratory, if required</td>
<td>No Charge</td>
</tr>
<tr>
<td>2</td>
<td>Pilot unit shipment to/from site, Mapleton, ON</td>
<td>7 000 $</td>
</tr>
<tr>
<td>3</td>
<td>Mobilisation / Demobilisation</td>
<td>15 000 $</td>
</tr>
<tr>
<td></td>
<td>Preparation of the pilot unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment and instrumentation (Probes Consumable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automation, Project Management, Engineering</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supervision of units’ installation and dismantling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o 4 days on site for installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o 4 days on site for dismantling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Travel time, cost and living expenses</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Start-up, Commissioning and Training</td>
<td>33 000 $</td>
</tr>
<tr>
<td></td>
<td>Unit start-up and commissioning</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o 6 days of commissioning and training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o 4 extra visits of 3 day(s) on site for follow-up, operator’s support, additional analysis and sampling and maintenance, including travelling time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Training of the Client</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Travel time, cost and living expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weekly remote process support and follow-up</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reporting (bi-weekly updates and final report)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Unit Rental</td>
<td>No Charge</td>
</tr>
<tr>
<td></td>
<td>MBBR trailer unit</td>
<td>(value of $ 6 000 /month)</td>
</tr>
<tr>
<td>6</td>
<td>Extra monthly pilot testing and support by Veolia, including:</td>
<td>8 000 $/month</td>
</tr>
<tr>
<td></td>
<td>Remote process support and follow up</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 visit of 3 days on site, incl. travelling time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel days, cost and living expenses</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Analytical laboratory test kits</td>
<td>Extra at market price</td>
</tr>
<tr>
<td></td>
<td>(presented in Section 3.8)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Chemicals</td>
<td>Extra at market price</td>
</tr>
<tr>
<td></td>
<td>(presented in Section 3.7)</td>
<td></td>
</tr>
</tbody>
</table>
All provincial and federal taxes are excluded.

6.1 PRICE VALIDITY
This price is valid for 30 days following the date of this offer. This proposal is subject to availability of the units at the time the Purchase Order is issued.

6.2 TERMS OF PAYMENT
- All payments are due net from the date of invoice.
- Payment terms are: 40% of the total price upon issuing the PO, 30% after 3 months of piloting, and 30% after the final report is submitted.
- Extras will be charged on next invoice.

6.3 TERMS AND CONDITIONS
This proposal is subject to Veolia Water Technologies Canada Inc. standard terms and conditions, except as stated below.

- A Non-disclosure agreement will be signed between Veolia and the Client.
- The period will start at shipment of the units from Veolia’s office in Montreal.
- All items described in section 6 cannot be purchased separately or broken, otherwise accepted in writing by Veolia.
- All applicable taxes are not included.
- The transportation is INCOTERM’s 2015 DAP from Saint Laurent, QC.
- Veolia reserves the right of changing the payment terms, under mutual agreement with the Client.
- In case of conflict between the specifications, this letter and the drawings attached to this letter, this letter shall prevail, and then the drawings attached to this letter, followed by the specification.
- Veolia reserves the right to do a credit check before accepting any purchase order.
- Veolia takes exception to all liquidated damages clauses.
- The current straight time service rate for the Veolia field representative is $145 / hour.
- Working hours include waiting time. Waiting hours include, but not limited to, those caused by pumping problems or the lack of water.
• In the event there is a delay by the Client for the commencement of any works on-site or schedule extension due to permit approvals, a reservation fee can be applied that will ensure the guaranteed allocation of the Mobile Unit.

• The straight time rate applies to work performed for a standard 10-hour work day during a normal work week. Work performed in excess of 10 hours any day of the week shall be billed at 1.5 times the straight time rate and in excess of 10 hours. Work performed on a Sunday or a Veolia designated holiday shall be billed at 2 times the straight time rate. Performance of overtime work shall be at the sole discretion of Veolia and the Field Representative. The rates quoted are current as of the date of this proposal and are subject to change without notice. Except in cases where Field Services have been quoted in this proposal, all Field Services provided will be invoiced at the rates in affect when the services are performed.

• No credit will be issued if the contract is cancelled.

• Veolia reserves the right of adding personnel staff on site if needed after approval from the Client.

• Veolia Standard Terms & Conditions apply to this proposal and can be provided upon request.

6.4 PROPRIETARY NOTICE

This proposal contains information and intellectual property that belongs to Veolia. The information, concepts and data contained in this proposal shall not be disclosed except for the express purpose of bid evaluation and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to Veolia as a result of or in connection with the submission of this data, Buyer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Buyer’s right to use information contained in this proposal if it is obtained from another source without restriction. Upon acceptance of the pilot proposal, a non-disclosure agreement may be signed between all parties.

We would like to thank you for allowing us to review your requirements. Should you have any questions or concerns, please do not hesitate to contact us.
APPENDIX A. VEOLIA GENERAL TERMS AND CONDITIONS
custom duties, required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear compensation for any change in law having effect on the performance of the Order.

100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay all of Veolia Canada’s reasonable costs (including attorneys’ fees) of collecting amounts due but Canada the costs reasonably invoiced for the variation; ii) Veolia Canada will advise the Customer of any delivery

installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance.2.2 Unless otherwise stated in the Offer; the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

3. Effective date

3.1 The Order shall become effective upon Veolia Canada’s written acceptance of the Customer’s Order, unless otherwise agreed between the Parties.

4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada’s prior written approval; and b) no more than 14 days after the effective date of the Order (including without limitation any changes, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada prior written consent will not be accepted for credit.

5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada’s prior written approval. The term “information” includes, without limitation, the knowledge, the plans and the workbooks, including but not limited to the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

16. Customer’s default

16.1 The Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order, Offer or of the present Terms and Conditions and is not cured within 30 days or such other cure period as may be stated in the offer or in the Order (or if the Customer is in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer’s undertaking or assets); or c) the Customer’s financial capability of a party) which prevents or delays a party from performing its obligations and which is

extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of force majeure) which the party could not reasonably have prevented or overcome in good faith, and which is not due to the fault, act or omission of the party, and that has or would reasonably be expected to have, an adverse effect on the performance of the party’s obligations under the Order (including without limitation any changes, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectation of completion of the Order).

17. Early Termination

17.1 The Customer agrees that Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and the all the amounts remaining due to Veolia Canada on the date of termination and any early termination costs that may have been incurred by Veolia Canada prior to the date of termination, subject to 12.7 above. Veolia Canada may, however, have to recover damages for breach of contract or any other claim under statute or at common law.

For greater certainty, no failure or partial exercise of any remedy or delay in exercising any remedy, shall operate as a waiver thereof; the rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and no such exercise shall impair any other remedy.

18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Quebec (or whichever jurisdiction is applicable by the Customer). For any delivery outside of Canada, the laws of the province of Quebec shall apply. All disputes arising between the parties in respect of such Order, Offer or Terms and Conditions shall be settled by arbitration, in the city of Quebec, Canada without Veolia Canada otherwise agreed to by the Parties.

19. Notices

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Offer or the Order, or as otherwise agreed between the Parties.

Change or waiver of the express terms of the Offer (unless the Customer otherwise agrees in writing) shall not constitute a waiver or a change of any other provision of the Offer, the Order or these Terms and Conditions, nor shall it affect the enforceability of anything in the Offer, the Order or these Terms and Conditions. The failure or delay of a party in exercising any right or remedy under the Offer, the Order or these Terms and Conditions, unless specifically stated otherwise in writing, shall not constitute an express or implied waiver of any such right or remedy.

The Customer acknowledges that Veolia Canada preserves all the intellectual property rights on all Products of the Order. Accordingly, the plans, drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in accordance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order. As such, Veolia Canada grants to the Customer a non-exclusive license to use such documents exclusively for the purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, any confidential information related to the work performed by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada’s prior written approval. The term “information” includes, without limitation, the knowledge, the plans and the workbooks, including but not limited to the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

16. Customer’s default

16.1 The Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order, Offer or of the present Terms and Conditions and is not cured within 30 days or such other cure period as may be stated in the offer or in the Order (or if the Customer is in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer’s undertaking or assets); or c) the Customer’s financial capability of a party) which prevents or delays a party from performing its obligations and which is not due to the fault, act or omission of the party, and that has or would reasonably be expected to have, an adverse effect on the performance of the party’s obligations under the Order (including without limitation any changes, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectation of completion of the Order).

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TO: Mayor Driscoll and Members of Council
FROM: Trish Wake, Economic Development Officer
RE: Made in Mapleton
DATE: September 25, 2018

RECOMMENDATION:
THAT Economic Development Report ED2018-09 dated September 25, 2018 regarding Made in Mapleton be received for information;

BACKGROUND:
On May 22, 2018 Council had provided the approval to move forward with the Pop Up Shop – Made in Mapleton. Made in Mapleton opened its doors on June 26th with a Grand Opening on July 5th.
Since the opening we have 35 consignees all with varying skills and products. There have been many discussions at joint meetings and around many tables about the pilot project Made in Mapleton.
As mentioned in the report Made in Mapleton has assisted our rural home based businesses and small business and instilled a sense of pride within the community.

PREVIOUS PERTINENT REPORTS:
ED 2018-03 Pop Up Shop

DISCUSSION:
September 28th is the closing date for this project, due to the theatre closing for the season and the cottagers returning to their full time residence.

CONSULTATION:
Economic Development Officer and CAO met with the Landlord and came to an agreement to decrease our monthly rent in the off season.
Emails have been sent to the consignees to request they volunteer some time to help manage the store from Thursday – Saturday weekly.

FINANCIAL IMPLICATIONS:
To keep the store open in the off season:
Expenses: $ 3243.06 (utilities, without wages and an advertising budget.)
Break Even Monthly Revenue must meet: $ 1201.13
Payout to consignees would be 70% of the $ 1201.13 equals $ 840.79

SUMMARY:
Although the Made in Mapleton store is beautiful, has done well adding a contributing business to the downtown in Drayton. The project must close. There was not enough
return feedback from the consignors to assist with voluntarily staffing the store. The largest expense being wages the overall loss without including wages over the next 9 months would be $3243.06. Continued efforts and future endeavors will support the Made in Mapleton branding. Budget 2019 will include a similar initiative for an urban centre within Mapleton.

COMMUNICATION:
N/A.

Prepared By: Trish Wake
Economic Development Officer

Reviewed by: Manny Baron
CAO
TO: Mayor Driscoll and Members of Council
FROM: Trish Wake, Economic Development Officer
RE: Customer Service Training
DATE: September 25, 2018

RECOMMENDATION:
THAT Economic Development Report ED2018-10 dated September 25, 2018 regarding Customer Service Training be received for information;

FURTHER THAT council approve the Customer Service Training provided by Gerva Academy and allow the Economic Development Officer to execute the agreement and make arrangements for the training.

BACKGROUND:
December 2017 County of Wellington hired a consultant Roger Brooks to conduct an assessment of each municipality and the County as a whole. The assessments were based on appearance of the communities, marketing, and what each community had to offer. In his report he outlined a communication he had with Township of Mapleton front line staff. While the attendant was pleasant they weren’t able to offer a valuable communication about our area.

Transition of positions and employees has left a few gaps in training and expertise of proper customer service.

The Township of Mapleton employees must be trained on how to handle our expected growth over the coming years, including township branding and time management strategies.

PREVIOUS PERTINENT REPORTS:
N/A

DISCUSSION:

CONSULTATION:
Economic Development Officer and CAO received a quote from Gerva Academy with the program outlined.

FINANCIAL IMPLICATIONS:
The training and discussions will take place over 3.5 hours at a cost of $3000.00 additional costs will be to provide a lunch and employee wages for the time spent in training.
SUMMARY:
The customer service training is an investment into our staff and branding. Utilizing a local resource (Gerva Academy) allows us to go to them for further guidance or questions. The Economic Development Officer will arrange a suitable time and make arrangements as necessary.

COMMUNICATION:
Upon Council decision Gerva Academy will be notified.

Prepared By: Trish Wake
Economic Development Officer

Reviewed by: Manny Baron
CAO

Attachment 1 – Gerva Academy Letter of Proposal
September 6th, 2018

Mapleton Economic Development Office
7275 Sideroad 16, Box 160
Drayton, ON N0G 1P0

Re: Letter of proposal – customer service training

Dear Ms. Trish Wake

Thank you again for contacting us to be part of this initiative that aims to bring the best government customer service practices to the Township of Mapleton.

This hands-on training focuses on helping the staff to see the interaction with the public through a different angle, give a new meaning to the work done at the township office and equip them with the necessary tools to accomplish their tasks with a better sense of accomplishment.

Please see below the details about the plan to be implemented:

1. **Service**: life & business coaching session (total: 3 hours and 30 minutes).

2. **Audience**: the township staff (around 25 people).

3. **Topics to be addressed**:
   - A special calling: values, ethics and professional public service
   - The public sector in the 21st century
   - Crisis management strategies
   - Blue Ocean and the abundance mindset
   - The township brand
   - The top-notch civil servant’s toolbox

We are more than happy to include other topics. Feel free to send us any suggestion.

4. **Day and time of the training**: TBA.

Although we promise to do our best to accommodate any request, any and all changes will always depend on the availability of our agenda.

www.gervaacademy.com
5. **Confidentiality**: Any and all information you share with us is and will always be considered confidential. That means we can discuss with the Council our perception about the success of this initiative but not the information the staff shared with us.

6. **Methodology**: We will use coaching tools which are different from those used in consulting and for this reason the decisions and execution of any tasks will always be made by the Council and/or staff.

   Nevertheless, in order to guarantee a better result, we strongly suggest that only the staff of the Township of Mapleton should attend the training.

7. **Financial investment**: CAD$ 3,000 (three thousand dollars) which includes the training itself (3 hours) and a Q&A session (30 mins) with the staff. The Economic Development Office may make arrangements with service providers for all other items such as catering, event planning and space rental.

   This offer expires on October 6\textsuperscript{th}, 2018.

   Do not hesitate to contact me should you have any questions.

   Thanks again and see you at the top!

   

   Jesse Gerva
TO: Mayor Driscoll and Members of Council
FROM: John Morrison BA, CPA, CGA Director of Finance
RE: 2018 Q2 Operating Budget Variance Report
DATE: September 25th, 2018

RECOMMENDATION:
THAT Township of Mapleton Council receive Finance Report FIN2018-17 regarding the Q2 Operating Budget Variance as information.

BACKGROUND:
All departments monitor their revenues and expenditures on an ongoing basis, in detail. The intent of this report is to highlight and summarize trends and to ensure that all material variances are mitigated as effectively as possible. As is typical with most forecasts, accuracy increases as the year progresses and more information and data become available.

PREVIOUS PERTINENT REPORTS:
FIN2018-14 June 26th, 2018; Q1 Operating Budget Variance Report

DISCUSSION:
Based on our financial position as of June 30th 2018, staff is projecting a year end surplus of approximately $398,060.

<table>
<thead>
<tr>
<th>Budget Variance by Department</th>
<th>YTD Actual</th>
<th>Annual Budget</th>
<th>Projection</th>
<th>Forecast Surplus/(Deficit)</th>
<th>Variance % of Gross Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxation</td>
<td>($171,557)</td>
<td>($195,550)</td>
<td>($314,306)</td>
<td>$118,756</td>
<td>60.7%</td>
</tr>
<tr>
<td>Unconditional Grants</td>
<td>($417,750)</td>
<td>($735,500)</td>
<td>($835,500)</td>
<td>$100,000</td>
<td>13.6%</td>
</tr>
<tr>
<td>General Government</td>
<td>$645,633</td>
<td>$1,141,524</td>
<td>$1,148,444</td>
<td>($6,920)</td>
<td>-0.6%</td>
</tr>
<tr>
<td>Protection to Persons &amp; Property</td>
<td>$258,940</td>
<td>$795,183</td>
<td>$850,421</td>
<td>($55,238)</td>
<td>-6.9%</td>
</tr>
<tr>
<td>Transportation Services</td>
<td>$2,788,893</td>
<td>$4,780,982</td>
<td>$4,626,118</td>
<td>$154,864</td>
<td>3.2%</td>
</tr>
<tr>
<td>Environment Services</td>
<td>$411,741</td>
<td>0</td>
<td>$204,681</td>
<td>($204,681)</td>
<td>0.0%</td>
</tr>
<tr>
<td>Health &amp; Social Services</td>
<td>($44,892)</td>
<td>$79,772</td>
<td>$20,427</td>
<td>$59,345</td>
<td>74.4%</td>
</tr>
<tr>
<td>Recreation &amp; Culture</td>
<td>$491,419</td>
<td>$923,349</td>
<td>$856,038</td>
<td>$67,311</td>
<td>7.3%</td>
</tr>
<tr>
<td>Planning &amp; Development</td>
<td>$179,540</td>
<td>$447,454</td>
<td>$282,831</td>
<td>$164,623</td>
<td>36.8%</td>
</tr>
</tbody>
</table>

Table 1

$4,141,967 $7,237,214 $6,839,154 $398,060 5.5%

The Township’s operations are significantly impacted by seasonal needs. Accordingly, revenue and associated expenditures are not linearly proportional.
In developing this forecast, staff made the following assumptions. Where a revenue or an expenditure is known, it was projected. Where a revenue or an expenditure is seasonal in nature, the budget is the projection. Where a revenue or an expenditure is linear in nature, the trend was projected.

To provide an alternative view, the projected year end variance was also broken down by major account categories.

<table>
<thead>
<tr>
<th>Budget Variance by Category</th>
<th>YTD Actual</th>
<th>Annual Budget</th>
<th>Projection</th>
<th>Forecast Surplus/(Deficit)</th>
<th>Variance % of Gross Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxation</td>
<td>($173,727)</td>
<td>($276,550)</td>
<td>($395,306)</td>
<td>$118,756</td>
<td>42.9%</td>
</tr>
<tr>
<td>Grants</td>
<td>($666,335)</td>
<td>($1,511,223)</td>
<td>($1,636,223)</td>
<td>$125,000</td>
<td>8.3%</td>
</tr>
<tr>
<td>Transfers from other Funds</td>
<td>$0</td>
<td>($371,558)</td>
<td>($371,558)</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>User Fees, Permits &amp; other charges</td>
<td>($697,126)</td>
<td>($1,071,192)</td>
<td>($1,365,398)</td>
<td>$294,206</td>
<td>27.5%</td>
</tr>
<tr>
<td>Utilities Rates &amp; Charges</td>
<td>($537,656)</td>
<td>($1,183,107)</td>
<td>($1,159,248)</td>
<td>($23,859)</td>
<td>-2.0%</td>
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<tr>
<td>Other revenues</td>
<td>($15,564)</td>
<td>($35,339)</td>
<td>($35,339)</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>($2,090,408)</td>
<td>($4,448,969)</td>
<td>($4,963,072)</td>
<td>$514,103</td>
<td>11.6%</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>$1,449,027</td>
<td>$3,127,301</td>
<td>$3,132,657</td>
<td>($5,356)</td>
<td>-0.2%</td>
</tr>
<tr>
<td>Utilities &amp; insurance</td>
<td>$445,817</td>
<td>$711,703</td>
<td>$659,538</td>
<td>$52,165</td>
<td>7.3%</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$513,489</td>
<td>$958,843</td>
<td>$1,027,330</td>
<td>($68,487)</td>
<td>-7.1%</td>
</tr>
<tr>
<td>Operating &amp; maintenance</td>
<td>$1,006,191</td>
<td>$2,461,866</td>
<td>$1,963,505</td>
<td>$498,361</td>
<td>20.2%</td>
</tr>
<tr>
<td>Transfers to other Funds</td>
<td>$2,321,543</td>
<td>$3,539,702</td>
<td>$3,826,036</td>
<td>($286,334)</td>
<td>-8.1%</td>
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<tr>
<td>Financial expenses</td>
<td>$496,308</td>
<td>$886,768</td>
<td>$1,193,160</td>
<td>($306,392)</td>
<td>-34.6%</td>
</tr>
<tr>
<td></td>
<td>$6,232,375</td>
<td>$11,686,183</td>
<td>$11,802,226</td>
<td>($116,043)</td>
<td>-1.0%</td>
</tr>
<tr>
<td></td>
<td>$4,141,967</td>
<td>$7,237,214</td>
<td>$6,839,154</td>
<td>$398,060</td>
<td>5.5%</td>
</tr>
</tbody>
</table>

Table 2

**Variances by Department**

The variances by department (table 1), convey to Council the effective and efficient use of tax supported dollars in delivering our core municipal services.

**Key Points**

Environment services, which is the water and waste water services for Drayton and Moorefield is a rate-based supported service. Staff reviewed the current billing and consumption patterns and concurred that the 2018 utilities rates and charges for these services will fall just short of budget. However, staff is projecting that up to $204,681 of tax supported dollars may be needed to support this service. The current billing rates are not recovering its operating costs nor recovering a $192,500 in debt charges assumed in the 2018 budget.

Protection to persons and property is the Fire department, Conservation Authority, Animal Control, By-law Enforcement and Building department. Currently there is significant building activity in the municipality. Revenues from Building permits is the primary factor in driving the favourable variance in user fees, permits and other
charges (as noted in table 2). However, the surplus derived from the Building permit activity is required under the Municipal Act to be directed into a Building reserve fund. The analysis as displayed in table 1 excludes this surplus from the projection.

**Variance by Category**

The variances, by category (table 2), is intended to convey to Council groupings of expenditures required to deliver services and an insight into potential budget pressures.

**Key Points**

Staff concur that projected actual salary and benefits (table 2), representing 1/3 of the total operating expenditures, is on budget.

In other expenditures groupings (table 3), a mild winter (2017/2018) and reduced hydro rates is enabling a favourable projection in utilities expenses.

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>YTD Actual</th>
<th>Annual Budget</th>
<th>Projection</th>
<th>Forecast Surplus/(Deficit)</th>
<th>Variance % of Gross Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>$232,874</td>
<td>$231,603</td>
<td>$233,652</td>
<td>($2,049)</td>
<td>-0.9%</td>
</tr>
<tr>
<td>Telephone</td>
<td>$20,542</td>
<td>$41,205</td>
<td>$41,084</td>
<td>$121</td>
<td>0.3%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$192,401</td>
<td>$438,895</td>
<td>$384,802</td>
<td>$54,093</td>
<td>12.3%</td>
</tr>
<tr>
<td>Utilities &amp; insurance</td>
<td>$445,817</td>
<td>$711,703</td>
<td>$659,538</td>
<td>$52,165</td>
<td>7.3%</td>
</tr>
<tr>
<td>Audit</td>
<td>$20,352</td>
<td>$32,080</td>
<td>$32,080</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Computer maintenance &amp; support</td>
<td>$51,076</td>
<td>$95,413</td>
<td>$102,152</td>
<td>($6,739)</td>
<td>-7.1%</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$17,398</td>
<td>$31,400</td>
<td>$34,796</td>
<td>($3,396)</td>
<td>-10.8%</td>
</tr>
<tr>
<td>Other contracted services</td>
<td>$424,663</td>
<td>$799,950</td>
<td>$858,302</td>
<td>($58,352)</td>
<td>-7.3%</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$513,489</td>
<td>$958,843</td>
<td>$1,027,330</td>
<td>($68,487)</td>
<td>-7.1%</td>
</tr>
<tr>
<td>Transfers to reserves</td>
<td>$2,321,543</td>
<td>$2,321,543</td>
<td>$2,607,877</td>
<td>($286,334)</td>
<td>-12.3%</td>
</tr>
<tr>
<td>Debt Charges (principal &amp; interest)</td>
<td>$473,370</td>
<td>$770,429</td>
<td>$1,076,821</td>
<td>($306,392)</td>
<td>-39.8%</td>
</tr>
</tbody>
</table>

As a counterbalance, expenditures for contracted services is creating a budgeted pressure. Individual departments are reviewing the cost versus the benefit for its contracted services.

As discussed, the Building department surplus projection may transfer $286,334 to the Building Reserve fund.

Historically, our operating budgets assumed that a debenture charge incurred on behalf of the utility rate payers will be recovered from the utility rate payers. Therefore, all the associated debt charges were transferred to a utility recovery account; thereby displaying a lower debt charge in the operating budget. For transparency, table 2 and table 3 now display the total debt charges that will be incurred by the municipality; there is no repositioning in this presentation.
As Council will recall, in late 2017, a $6,551,096 debenture was assumed by the municipality to pay for the new maintenance facility and other capital road projects. This new debt will impact municipal services delivery for transportation services over several years and is a significant budget pressure for 2019.

### Debt Charges

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>538,596</td>
</tr>
<tr>
<td>2018</td>
<td>1,076,821</td>
</tr>
<tr>
<td>2019</td>
<td>1,061,799</td>
</tr>
<tr>
<td>2020</td>
<td>1,037,223</td>
</tr>
<tr>
<td>2021</td>
<td>964,235</td>
</tr>
</tbody>
</table>

### CONSULTATION:

N/A

### FINANCIAL IMPLICATIONS:

Operating surplus/deficits are impacted by seasonal needs. Staff will continue to monitor those impacts. YTD financial statements, actual versus budget, with prior year comparatives have been added for Council’s review.

### SUMMARY:

Staff is projecting a potential year end surplus of approximately $398,060. Projections are subject to significant refinements as the fiscal year progresses.

### COMMUNICATION:

Operating surplus/deficits will be conveyed to Council on a quarterly basis.

Prepared By:  
John Morrison  
Director of Finance

Reviewed By:  
Manny Baron  
CAO

### Attachments:

1. YTD Income Statement by department
2. YTD Income Statement by category
### TOWNSHIP OF MAPLETON

**Budget Variance by Category**

For Period Ending 30-Jun-2018

<table>
<thead>
<tr>
<th>Category</th>
<th>LYTD ACTUAL</th>
<th>LYTD ANNUAL BUDGET</th>
<th>VARIANCE</th>
<th>%</th>
<th>YTD ACTUAL</th>
<th>YTD ANNUAL BUDGET</th>
<th>VARIANCE</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxation</td>
<td>(671,133)</td>
<td>(388,044)</td>
<td>283,089</td>
<td>(72.95</td>
<td>(173,727)</td>
<td>(276,550)</td>
<td>(102,823)</td>
<td>37.18</td>
</tr>
<tr>
<td>Grants</td>
<td>(1,451,544)</td>
<td>(1,418,056)</td>
<td>33,488</td>
<td>(2.36</td>
<td>(666,335)</td>
<td>(1,511,223)</td>
<td>(844,888)</td>
<td>55.91</td>
</tr>
<tr>
<td>Transfers from other Funds</td>
<td>(48,648)</td>
<td>(303,697)</td>
<td>83.98</td>
<td>0</td>
<td>(371,558)</td>
<td>(371,558)</td>
<td>100.00</td>
<td>34.92</td>
</tr>
<tr>
<td>User Fees, Permits &amp; Charges</td>
<td>(1,468,630)</td>
<td>(1,108,792)</td>
<td>359,838</td>
<td>(32.45</td>
<td>(697,126)</td>
<td>(1,071,192)</td>
<td>(374,066)</td>
<td>54.56</td>
</tr>
<tr>
<td>Utilities Rates &amp; Charges</td>
<td>(1,066,481)</td>
<td>(1,111,979)</td>
<td>(45,416)</td>
<td>4.08</td>
<td>(537,656)</td>
<td>(1,183,107)</td>
<td>(645,451)</td>
<td>55.96</td>
</tr>
<tr>
<td>Other revenues</td>
<td>(40,439)</td>
<td>(35,339)</td>
<td>5100</td>
<td>(14.43</td>
<td>(15,564)</td>
<td>(35,339)</td>
<td>(19,775)</td>
<td>55.96</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>(4,746,874)</td>
<td>(4,365,825)</td>
<td>381,049</td>
<td>(8.73</td>
<td>(2,090,408)</td>
<td>(2,358,561)</td>
<td>(2,358,561)</td>
<td>53.01</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>2,941,715</td>
<td>3,039,737</td>
<td>98,022</td>
<td>3.22</td>
<td>1,449,027</td>
<td>3,127,301</td>
<td>1,678,274</td>
<td>53.67</td>
</tr>
<tr>
<td>Utilities &amp; Insurance</td>
<td>703,778</td>
<td>645,361</td>
<td>(58,417)</td>
<td>(9.05</td>
<td>445,817</td>
<td>711,703</td>
<td>265,886</td>
<td>37.36</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>971,307</td>
<td>823,445</td>
<td>(147,862)</td>
<td>(17.96</td>
<td>513,489</td>
<td>958,843</td>
<td>445,354</td>
<td>46.45</td>
</tr>
<tr>
<td>Operating &amp; Maintenance</td>
<td>2,100,548</td>
<td>2,444,604</td>
<td>344,057</td>
<td>14.07</td>
<td>1,006,193</td>
<td>2,461,866</td>
<td>1,455,673</td>
<td>59.13</td>
</tr>
<tr>
<td>Transfers to other Funds</td>
<td>3,459,997</td>
<td>3,092,534</td>
<td>(367,463)</td>
<td>(11.88</td>
<td>2,321,543</td>
<td>3,539,702</td>
<td>1,218,159</td>
<td>34.41</td>
</tr>
<tr>
<td>Financial expenses</td>
<td>243,734</td>
<td>875,027</td>
<td>631,293</td>
<td>72.15</td>
<td>496,308</td>
<td>866,768</td>
<td>390,460</td>
<td>44.03</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>10,421,079</td>
<td>10,920,710</td>
<td>499,631</td>
<td>4.58</td>
<td>6,232,376</td>
<td>11,686,183</td>
<td>5,453,807</td>
<td>46.67</td>
</tr>
<tr>
<td><strong>Total General Operating</strong></td>
<td>5,674,204</td>
<td>6,554,885</td>
<td>880,680</td>
<td>13.44</td>
<td>4,141,967</td>
<td>7,237,214</td>
<td>3,095,247</td>
<td>42.77</td>
</tr>
</tbody>
</table>
INCOMESTATEMENT -OPERATING
For Period Ending 30-Jun-2018

<table>
<thead>
<tr>
<th>General Operating</th>
<th>LYTD ACTUAL</th>
<th>LYTD ANNUAL BUDGET</th>
<th>VARIANCE</th>
<th>%</th>
<th>YTD ACTUAL</th>
<th>YTD ANNUAL BUDGET</th>
<th>VARIANCE</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxation</td>
<td>(581,362)</td>
<td>(307,044)</td>
<td>274,318</td>
<td>(89.34)</td>
<td>(171,557)</td>
<td>(195,550)</td>
<td>(23,993)</td>
<td>12.27</td>
</tr>
<tr>
<td>Unconditional Grants</td>
<td>(735,500)</td>
<td>(735,500)</td>
<td>0</td>
<td>0.00</td>
<td>(417,750)</td>
<td>(735,500)</td>
<td>(317,750)</td>
<td>43.20</td>
</tr>
<tr>
<td>General Government</td>
<td>1,039,875</td>
<td>1,088,017</td>
<td>48,141</td>
<td>4.42</td>
<td>645,633</td>
<td>1,141,524</td>
<td>495,891</td>
<td>43.44</td>
</tr>
<tr>
<td>Protection to Persons &amp; Property</td>
<td>813,816</td>
<td>765,735</td>
<td>(48,081)</td>
<td>(6.28)</td>
<td>258,940</td>
<td>795,183</td>
<td>536,243</td>
<td>67.44</td>
</tr>
<tr>
<td>Transportation Services</td>
<td>3,775,647</td>
<td>4,318,685</td>
<td>543,038</td>
<td>12.57</td>
<td>2,788,893</td>
<td>4,780,982</td>
<td>1,992,089</td>
<td>41.87</td>
</tr>
<tr>
<td>Environment Services</td>
<td>266,405</td>
<td>800</td>
<td>(265,605)</td>
<td>(33200.56)</td>
<td>411,741</td>
<td>0</td>
<td>(411,741)</td>
<td>0.00</td>
</tr>
<tr>
<td>Health &amp; Social Services</td>
<td>21,652</td>
<td>57,588</td>
<td>35,936</td>
<td>62.40</td>
<td>(44,892)</td>
<td>79,772</td>
<td>124,664</td>
<td>156.28</td>
</tr>
<tr>
<td>Recreation &amp; Culture</td>
<td>774,299</td>
<td>863,514</td>
<td>89,215</td>
<td>10.33</td>
<td>491,419</td>
<td>923,349</td>
<td>431,930</td>
<td>46.78</td>
</tr>
<tr>
<td>Planning &amp; Developments</td>
<td>299,372</td>
<td>503,090</td>
<td>203,718</td>
<td>40.49</td>
<td>179,541</td>
<td>447,454</td>
<td>267,913</td>
<td>59.88</td>
</tr>
<tr>
<td><strong>Total General Operating</strong></td>
<td><strong>5,674,204</strong></td>
<td><strong>6,554,885</strong></td>
<td><strong>880,680</strong></td>
<td><strong>13.44</strong></td>
<td><strong>4,141,967</strong></td>
<td><strong>7,237,214</strong></td>
<td><strong>3,095,247</strong></td>
<td><strong>42.77</strong></td>
</tr>
</tbody>
</table>
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

FINANCE REPORT FIN2018-18

TO: Mayor Driscoll and Members of Council
FROM: John Morrison BA, CPA, CGA Director of Finance
RE: 2017 Surplus Allocation
DATE: September 25th, 2018

RECOMMENDATION:
THAT Township of Mapleton Council receive Finance Report FIN2018-18 regarding the 2017 Surplus Allocation; and

1. That Council approve the allocation $450,000 to the Industrial Drive Phase II development, and
2. That Council approve the allocation of $417,174 to the Working Capital Reserve; and
3. That Council direct staff to update the Township’s reserve and reserve fund policies that will assist in addressing funding needs for both growth and rehabilitation of the Township assets.

BACKGROUND:
The intent of this report is to serve as an opportunity for Council to approve the allocation of the 2017 operating surplus.

PREVIOUS PERTINENT REPORTS:
None

DISCUSSION:
The Consolidated Financial Statements for the year ending December 31, 2017, as presented by a delegation from RLB LLP Charted Professional Accountants, to Council on August 14th, 2018, provided that the current fund surplus for 2017 was $867,174 (Schedule 3 page 18).

This current fund balance represents tax supported programs running a surplus to the planned program expenditures as approved by Council for the 2017 Operating Budget. It is the operating surplus.

To provide Council some indications as to the specific drivers for the 2017 operating surplus the current surplus has been apportioned by department (table 1).
The allocation of $450,000 to the industrial Drive Phase II development

In determining recommendation for the allocation of the 2017 operating surplus, staff identified that the 2017 capital budget did not properly foresee the need for a service road in the industrial park in 2018. In fact, to support growth and new development in the industrial park the need for a service road has become a key priority. The cost of design and construction for the service road is approximately $450,000.

The allocation of $417,174 to the Working Capital Reserve

In determining recommendations for the balance of the 2017 operating surplus, staff noted that five of the Township’s tax supported departments ended in a surplus position (see Table 1). The department drivers that created these surpluses are determined by factors and circumstances unique to 2017. As a best practice, a surplus/deficit allocation is not directly allocated to a department but is heavy influenced by reserve and reserve fund policy, linked to a long-term finance plan.

In 2017, the Township’s capital and special purpose reserves doubled in size. The primary purpose of these reserves is to set monies aside for the short and long-term goals of the municipality and to ensure funds are available when needed.

<table>
<thead>
<tr>
<th>Budget Variance by Department</th>
<th>YTD Actual</th>
<th>Annual Budget</th>
<th>Forecast Surplus/(Deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxation</td>
<td>($581,362)</td>
<td>($307,044)</td>
<td>$274,318</td>
</tr>
<tr>
<td>Unconditional Grants</td>
<td>($735,500)</td>
<td>($735,500)</td>
<td>$0</td>
</tr>
<tr>
<td>General Government</td>
<td>$1,039,875</td>
<td>$1,088,017</td>
<td>$48,142</td>
</tr>
<tr>
<td>Protection to Persons &amp; Property</td>
<td>$813,816</td>
<td>$765,735</td>
<td>($48,081)</td>
</tr>
<tr>
<td>Transportation Services</td>
<td>$3,789,154</td>
<td>$4,318,685</td>
<td>$529,531</td>
</tr>
<tr>
<td>Environment Services</td>
<td>$266,405</td>
<td>$800</td>
<td>($265,605)</td>
</tr>
<tr>
<td>Health &amp; Social Services</td>
<td>$21,652</td>
<td>$57,588</td>
<td>$35,936</td>
</tr>
<tr>
<td>Recreation &amp; Culture</td>
<td>$774,299</td>
<td>$863,514</td>
<td>$89,215</td>
</tr>
<tr>
<td>Planning &amp; Development</td>
<td>$299,372</td>
<td>$503,090</td>
<td>$203,718</td>
</tr>
<tr>
<td></td>
<td>$5,687,711</td>
<td>$6,554,885</td>
<td>$867,174</td>
</tr>
</tbody>
</table>

Table 1

Reserve contribution levels are closely connected, hand in hand, with capital infrastructure funding to support growth and prosperity. The current 2018 capital plan, as approved by Council, foresees a need for $13.6 million dollars in infrastructure spending. The Township’s infrastructure needs are significant and
finding the right balance between keeping the tax levy affordable and meeting these infrastructure needs is a complex budget exercise.

Asset management is interconnected with financial planning. A financial plan must have an eye on how to best manage funding needs. A key element for this success, are reserve and reserve fund policies. Sound policies ensure optimal financial flexibility in utilizing the reserves and addressing infrastructure requirements.

Currently, the Township’s reserves and reserve funds lack a policy framework linking them to a long-term finance plan. The alignment of purpose to identified need is not always succinct, nor are there defined contribution levels to ensure sustainability, growth and prosperity.

Given this lack of framework in reserve and reserve fund policy, staff believe that the balance of 2017 operating surplus, $417,174, be allocated to Working Capital Reserve. This reserve is for unforeseen events that might put pressure on the tax rate.

**CONSULTATION:**
N/A

**FINANCIAL IMPLICATIONS:**
The year-end operating surplus represents one-time funding that cannot be relied on to recur on an ongoing basis. Actual financial results can vary from year to year. It is therefore, not recommended that a year-end surplus be used to reduce future tax rate impacts. The budget process is the means to review that actual spending trends and considers the actual tax rate requirements to support Council’s approved service levels.

**SUMMARY:**
That Council approve the 2017 surplus allocations as recommended with in this report and direct staff to update the Township’s reserve and reserve fund policies.

**COMMUNICATION:**
None.

Prepared By: John Morrison
Director of Finance

Reviewed By: Manny Baron
CAO
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

FINANCE REPORT FIN2018-19

TO: Mayor Driscoll and Members of Council
FROM: Larry Wheeler, Financial Analyst
RE: RFP for 2019 Insurance Procurement & Review
DATE: September 25, 2018

RECOMMENDATION:
THAT Township of Mapleton Council receive for information Finance Report FIN2018-19 dated September 25, 2018 regarding a Request for Proposal for the Township of Mapleton’s 2019 Insurance program;

AND THAT Council authorize staff to utilize consultant Randy Bushey, CIP to assist with the RFP preparation and design, including a review, comparison and ranking system for submissions, and a final recommendation to Council.

BACKGROUND:
As per Mapleton’s Purchasing and Procurement Policy, a written Request for Proposal (RFP) is the Township’s authorized procedure for purchases greater than $100,000 when “Owing to the nature of the requirement, suppliers are invited to propose a solution to an objective, and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone.”

PREVIOUS PERTINENT REPORTS:

DISCUSSION:
There are no service deficiencies which would necessitate a change in our present insurance provider.
However, an RFP procedure has been successfully utilized for general insurance procurement by several of Wellington County’s lower tier municipalities.
Also, a review of our present coverages by experienced industry participants will give comfort to Council, CAO, staff, volunteers, and ratepayers that there are no holes or exposures in our current program, and that our coverage limits are sufficient (without being excessive) to protect the Municipality.
Randy Bushey has over four decades experience in the general insurance industry, including sophisticated liability & property schedules. He was the insurance broker for the City of North Bay for 15 years, the President of the Insurance Institute of Ontario, and the Governor of the Insurance Institute of Canada.
SUMMARY:
Staff anticipate that going to market for our 2019 insurance program will result in responses from Ontario’s four major players: Frank Cowan Company, Jardine Lloyd Thompson (JLT), BFL, and AON. Additionally, staff are hoping to achieve a 3-year price guarantee, naturally including our option to terminate the agreement annually.

FINANCIAL IMPLICATIONS:
Based on Mapleton’s recent good claim’s record, and the emergence into the Ontario marketplace of AON, it is not unreasonable or unduly optimistic to expect a reduction in 2019 insurance premiums, for a similar level of coverage.

COMMUNICATION:
Senior Management have been briefed on the objectives and the timing of the RFP process.

Prepared By: Larry Wheeler  Approved By: Manny Baron
Financial Analyst  CAO
TO: Mayor Driscoll and Members of Council
FROM: Fire Chief Rick Richardson
RE: Lease Renewal between City of Guelph and Township of Mapleton
Drayton Fire Station
DATE: September 25, 2018

RECOMMENDATION:
That Fire Report 2018-07 dated September 25, 2018 with respect to a Lease Agreement between the City of Guelph and the Township of Mapleton is hereby received;

AND FURTHER THAT Mapleton Township Council supports the renewal of the draft lease and a signatory by-law be prepared authorizing the Mayor and Clerk to sign the lease agreement.

BACKGROUND:
Guelph-Wellington EMS have been stationed at the Drayton Fire station under a 5 year lease agreement since October 1st, 2013. Since this time, the ambulance service has provided increased coverage to the residents of Mapleton. The space has worked well under this agreement and the 5 year period expires at the end of September 2018.

PREVIOUS PERTINENT REPORTS:
FR2012-01 Report to Council regarding space requirements for housing an ambulance. FR2012-22 CAO’s report to council approving a lease agreement between the City of Guelph and the Township of Mapleton.

DISCUSSION:
The current lease agreement seems to be sufficient for both parties and a 5 year renewal is recommended.

CONSULTATION:
City of Guelph Realty specialist, Greg Bernardi, met Fire Chief Rick Richardson to discuss lease renewal for a 5 year term recently, and is drafting a lease renewal to present next week before the current lease expires.
FINANCIAL IMPLICATIONS:
A new lease agreement would provide the department with financial income to offset expenses incurred with having paramedics stationed in Drayton.

SUMMARY:
I would recommend that the CAO and Mayor enter into a lease renewal with the City of Guelph.

COMMUNICATION:
Following approval, the Clerk will forward a partially executed agreement to the City of Guelph for their signature.

Prepared By:                   Reviewed By:
Rick Richardson CMMII          Manny Baron
Fire Chief                     CAO

Attachments:
1. Lease agreement between the City of Guelph and the Township of Mapleton
LICENSE AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
("Mapleton")
of the FIRST PART

AND

THE CORPORATION OF THE CITY OF GUELPH
("Guelph")
of the SECOND PART

WHEREAS:

1. Mapleton is the owner of the lands and building located at 12 Main Street West, Mapleton, Ontario and legally described as Part Lot 213, Bolton’s Drayton; Part Lot 215, Bolton’s Drayton; Part River Survey, Bolton’s Drayton; Parts 6 & 9, DN13856 and as in DN41605 except Parts 1 to 4, Reference Plan 60R-2106 and Parts 4 & 5, Reference Plan 60R-1577; Township of Mapleton and identified as PIN 71469-0135 (the “Mapleton’s Lands”); and

2. Mapleton entered into a License Agreement with Guelph for the use of Mapleton’s Lands for the provision of ambulance services dated the 1st day of October, 2013 for a term of Five (5) years, expiring on the 31st day of September, 2018 (the “Original License”).

3. Mapleton is agreeable in granting to Guelph a license to continue to use portions of Mapleton’s Lands for a further term of Five (5) years on the terms and conditions contained herein (the “Agreement”).

NOW THEREFORE in consideration of the following terms, Mapleton agrees to allow Guelph to use a portion of Mapleton’s Lands and the parties covenant and agree as follows:

License

1. Mapleton hereby grants to Guelph an exclusive license to occupy those parts of the Mapleton’s Lands as shown highlighted on Schedule “A” (the “Licensed Space”) which will include exclusive use of Two (2) parking spaces and 90 square foot EMS crew room together with non-exclusive use of a single heated garage bay, washrooms, kitchen, meeting room and common areas located within the fire station solely for the purpose of operating ambulance services and ancillary office uses for a term of Five (5) years from October 1st, 2018 to September 31st, 2023 (the “Term”).

License Fee

2. Guelph shall on or before the first day of each month of the Term, pay to Mapleton a monthly license fee in the amount of One Thousand Two Hundred Canadian Dollars ($1,200.00) plus H.S.T. (the “License Fee”).

3. It is intended that this Agreement is a “gross” license to Guelph and that, other than the License Fee, there shall be no other fees, rent or operating costs payable by Guelph and that Mapleton is responsible, at its sole cost and expense, for all realty taxes, operating costs, utility costs and costs of heating, ventilation and air conditioning, and all other costs related to the Licensed Lands and fire station, unless expressly identified as being for Guelph in this Agreement.
4. Guelph shall have the option exercisable on no less than Three (3) months written notice to Mapleton prior to the expiry of the Term to extend the Agreement for One (1) additional and separate term of Five (5) years (the "Extension") on terms and conditions agreed to by both Mapleton and Guelph, Thirty (30) days prior to the expiry of the Term.

Guelph’s Covenants

5. Guelph covenants and agrees with Mapleton as follows:

(a) not to use the Licensed Space for any purpose except as set out above and any ancillary use;

(b) to be solely responsible and answerable in damages for all acts or omissions due to or caused by Guelph or its employees, volunteers, customers, guests, invitees and others for whom it is in law responsible at any time while Guelph is in occupation of the Licensed Space, and to indemnify Mapleton, its employees, agents and anyone for whom Mapleton is at law responsible, from any claims and losses arising from or in connection with such acts or omissions and to indemnify Mapleton from all claims, costs and liabilities arising from the granting of the license herein. Notwithstanding the foregoing, Guelph shall not be responsible for any damages, claims, or losses arising from the negligence or misconduct of Mapleton or anyone for whom Mapleton is in law responsible;

(c) to maintain, during the entire Term, comprehensive public liability and property damage insurance for an amount not less than Two Million Dollars ($2,000,000) per occurrence. All such policies shall name Mapleton as an additional insured and shall contain a provision requiring that at least Thirty (30) days written notice be given to Mapleton prior to cancellation or expiry. Guelph shall provide Mapleton, on demand, with proof of such insurance;

(d) not to assign or transfer this Agreement or in any way part with or share possession of the Licensed Space;

(e) to keep the Licensed Space clean;

(f) not to undertake any work or make alterations of any nature to the Licensed Space without the prior written approval of Mapleton. It is understood and agreed that the cost of any such work or alterations shall be for Guelph unless Mapleton agrees otherwise; and

(g) upon the expiry or earlier termination of this Agreement, Guelph shall deliver to Mapleton vacant possession of the Licensed Space in the condition in which Guelph is required to repair, maintain and keep the Licensed Space and, in any event, in the same or better condition than it was in at the beginning of the Term, subject only to reasonable wear and tear.

Mapleton’s Covenants

6. Mapleton agrees that it shall:

(a) provide quiet enjoyment of the Licensed Space; and

(b) provide sufficient keys or access codes to allow the City access to the Licensed Space on a 24 hours a day, seven days a week, 365 days a year basis.

Page 78 of 168
7. This Agreement may be terminated at any time by either party upon Six (6) months written notice of termination to the other party. Guelph shall restore the Licensed Lands to their original condition immediately preceding the use of the Licensed Lands within Thirty (30) days of such termination, save and except reasonable wear and tear in the normal operation of an ambulance station facility. Either party shall not make any claims or demands for any costs or damages as a result of such termination.

8. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail, prepaid courier, by facsimile or by email as follows:

To Mapleton:
Township of Mapleton
7275 Sideroad 16
Drayton, ON N0G 1P0
Attention: Township Clerk
Telephone: (519) 638-3313
Facsimile: (519) 638-5113

To Guelph:
City of Guelph
1 Carden Street
Guelph, ON N1H 3A1
Attention: Realty Solicitor
Telephone: (519) 822-1260 Ext. 2751
Facsimile: (519) 822-0705

Or at such other address or addresses as Mapleton and Guelph may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered, sent by facsimile or, sent by email, provided an acknowledgement of receipt of the email is received by the sender. If mailed, such notice shall be conclusively deemed to have been given and received Three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service as provided for above.

9. No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

10. In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

11. This Agreement and any Schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto or by their respective authorized designates.

12. Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario.
IN WITNESS WHEREOF the parties herein have hereunto executed this Agreement.

DATED at _______________ this _________ day of _______________. 2018

THE CORPORATION OF THE CITY GUELPH

PER: _______________________________
Name: Katherine Hughes
Title: Associate Solicitor
Legal, Realty and Risk Services

I have authority to bind the Corporation.

DATED at _______________ this _________ day of _______________. 2018

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

Per: _______________________________
Name: 
Title:

I/We have authority to bind the Corporation.
Schedule “A”
(Site Plan showing Licensed Space, Parking Spaces, Washrooms, Kitchen, Garage Bay and Crew Room)

- Parking Spaces for City Use
- Licensed Space and Common Area
- Garage Bay for EMS Vehicle
- Exclusive use EMS Crew Room
TO: Mayor Driscoll and Members of Council

FROM: Fire Chief Rick Richardson

RE: New Provincial Regulations for Fire Services

DATE: September 25, 2018

RECOMMENDATION:

BACKGROUND:
New Provincial regulations 377/18 Public Reporting, 278/18 Comprehensive Risk Assessment and 379/18 Mandatory Fire Department Certification have been passed into law and are to be in place within the timetables associated with them.

PREVIOUS PERTINENT REPORTS:
No previous reports are on file.

DISCUSSION:
Ontario Fire Chiefs have been notified during the past few months that new regulations were being introduced at the Ontario Provincial level. On August 15 & 16 this year, the Ontario Fire Marshal and Emergency Management (OFMEM) provided Ontario Fire Chiefs with a Webinar, including a Power Point presentations to introduce these new regulations.

CONSULTATION:
OFMEM have consulted with various departments to get their feedback.

FINANCIAL IMPLICATIONS:
Certification will add major funds to the training portion of the Fire department budget. To maintain the current level of service will require approximately $20,000. more per year. Administration time will be required to keep current with the Public Reporting and Risk Assessment.
SUMMARY:
Provincial legislation requires all Municipal Fire Departments to adhere to these regulations.

COMMUNICATION:
A report describing the objectives from the webinar are attached. The Power Point would be available to anyone that requests it. Further updates from this legislation will be reported by the Fire Chief as they become available.

Prepared By:                         Reviewed By:
Rick Richardson CMMII               Manny Baron
Fire Chief                           CAO

Attachments:
1. OFMEM Webinar August 15, 2018]
PUBLIC REPORTING REGULATION 377/18

Fire departments are going to be mandated to publically report the response times to the municipal council and the public through the website. This report system will be in place by January 1, 2020 using the template developed through the Fire Marshal office (OFMEM).

There will be 8 time intervals as defined by the National Fire Protection Association (NFPA). The main internal benchmarks will contain (1) turnout time (2) travel time and (3) action initiated. These times will be sent to the OFMEM for calculating and sent back to the local department for presenting.

Currently, Mapleton keeps reporting records on the FirePro program. These records will keep responding times to report, but the additional publically reported times will require more administration.

This system may require additional volunteers to be added, if responding times during personnel shortages are flagged.

COMPREHENSIVE RISK ASSESSMENT REGULATION 378/18

Every municipality will develop a Risk Assessment to analyze the needs of the community from the local Fire department. This is a more complex template than the simplified risk assessment that was previously completed. The report will be made annually and any significant changes within the community noted.

This risk assessment will initiate a review of services required from emergency services within our municipality. A Comprehensive review will cover all areas of our township, including agriculture, employment, visitors to our area, age group needs, and equipment and training needed to cover all of these services.
Mandatory Certification has been legislated to increase public and firefighter safety by ensuring firefighters delivering fire protection services are trained and certified to National Fire Protection Association (NFPA) standards- which are best practice, internationally regarded and evidence based.

Following are the Certification Levels required and Options available to achieve these levels.

Public Educator 1035
For Firefighters hired after July 1, 2019
*Must enter a program to be certified NFPA 1035 Level 1

For Firefighters hired before July 1, 2019
*Must be previously certified, Grandfathered, or an existing Firefighter

Current staff levels (2) Grandfathered

Future impact to budget will include more Certified Educators

Firefighter 1001 Level 1
( Suppression Exterior Attack)
For Firefighters hired after July 1, 2019
*Must be enrolled in an internship program approved by the OFM

For Firefighters hired before July 1, 2019
*Previously certified, Grandfathered, or an existing Firefighter

Current Staff level is (21) Grandfathered, (19) trained to NFPA

Firefighter 1001 Level 2
( Suppression Interior and Exterior Attack)
For Firefighters hired after July 1, 2019
*Must be enrolled in an internship program approved by the OFM

For Firefighters hired before July 1, 2019
*Previously Certified, Grandfathered, or an existing Firefighter

Current Staff level is (19) Grandfathered, (18) trained to NFPA

Pump Operator Chapter 5
For Firefighters hired after July 1, 2019
*Must be enrolled in an internship program approved by the OFM

For Firefighters hired before July 1, 2019
*Previously Certified or an existing Firefighter

Current staff have some members that have taken a County initiated Pump Operator course, but not certified
Dispatchers 1061  On January 1, 2020
*Must be certified to NFPA 1061 Level 1 or enrolled in an OFM program
No Current Staff certified

Fire Investigator 1033  On January 1, 2020
*Must be certified to NFPA 1033 or enrolled in an OFM program
No Current Staff certified, at least 1 should hold this designation

Fire Prevention Officer 1031  For Firefighters hired after January 1, 2020
*Must be certified to NFPA 1031 Level 1
Current staff have (1) Certified member
For Firefighters hired before July 1, 2020
Previously certified or Grandfathered
Current staff level is (2) Grandfathered members

HazMat Technician 1072  On January 1, 2020
*Must be certified to NFPA 1072 Chapter 7
Mapleton does not currently offer this service

Officer 1021 Level 1  For Officers hired after July 1, 2020
*Must be certified to NFPA 1021 Level 1 or enrolled in an OFM program
For Officers hired before July 1, 2019
*Must be certified 1021 Level 1 or Grandfathered
Current staff level is (6) members Grandfathered

Officer 1021 Level 2  For Officers hired after July 1, 2020
*Must be certified to NFPA 1021 Level 2 or enrolled in an OFM program
For Officers hired after July 1, 2019
*Must be certified 1021 Level 2 or Grandfathered
Current staff level is (6) members Grandfathered

Training Officer 1041  For Officers hired after July 1, 2019
*Must be certified to NFPA 1041 Level 1 or enrolled in an OFM program
For Officers hired before July 1, 2019
*Must be previously certified or Grandfathered
Current staff level is (2) certified members
Technical Rescue 1006  
For Firefighters hired after January 1, 2021  
*Must be certified to NFPA 1006 or enrolled in an OFM program

For Firefighters hired before January 1, 2021  
*Must be previously certified or an existing Firefighter


Mapleton currently have several members trained to an NFPA level in Ice Rescue, Rope Rescue, Surface Water Rescue and Vehicle Rescue.

Training Options to achieve NFPA certification include

*An approved Internship program from OFM  
*Ontario Fire College (Gravenhurst)  
*Regional Training Centers  
*Learning Contract  
*Colleges of Applied Arts and Technology  
*Registered private Career Colleges  
*In-House training using an OFMEM Checklist

A report will be generated before budget deliberations to show the effect of full certification to our department. Mandatory certification will leave the department with no alternative with training, unless we wish to terminate some services provided.
TO: Mayor Driscoll and Members of Council

FROM: Fire Chief Rick Richardson

RE: Wellington County Fire Training Officer Report

DATE: September 25, 2018

RECOMMENDATION:

BACKGROUND:
Wellington County has funded a County Training Officer since 2012 and the benefits of having this position filled have been outstanding. A new WCTO has been in place for a few months now and his report is attached.

PREVIOUS PERTINENT REPORTS:
FR2013-09 A previous County Training Officer report

DISCUSSION:
This position has brought the Wellington County Training system to a new level. The recruit training has proven to be a huge benefit, especially with the new provincial legislated mandatory training. Technical, Company Officer and other needed training is also in place.

CONSULTATION:
A report from the WCTO is given to the wellington County Fire Chiefs Association often, updating the projects being held and completed.

FINANCIAL IMPLICATIONS:
This position is upper tier funded and does not impact the municipal budget.

SUMMARY:
Mapleton Fire/Rescue endorses this report and the continuance of this position.

COMMUNICATION:
Any Mapleton Council correspondence regarding this report should be forwarded on to the Wellington County Training Officer.

Prepared By: Reviewed By:
Rick Richardson CMMII Manny Baron
Fire Chief CAO

Attachments:
Attachment 1 - WC Training Officer Report
To: Wellington County Councils  
Date: Wednesday, September 12, 2018  
Subject: Wellington County Fire Training Officer’s Report – Jan to Sept 2018

SUMMARY:

This report will detail the County Fire Department training activities.
- Fire Lesson Plan Library
- Changing Firefighter Certifications
- 2018 Recruit Firefighter Class update
- County Training Officers’ website update
- Locally Training & Development
- Future Training ventures – MTO Driver Certification Program (DCP)
- WCTO Activities Log for major projects

REPORT:

a) Fire Lesson Plan Library Rework

With the shift by the Ontario Fire Marshal & Emergency Management (OFMEM) to National Fire Protection Association (NFPA) guidelines, the current lesson plans library needs to be updated to reflect the new requirements. Revamping these basic lesson plans will harmonize the training documents across the County and will help reduce lesson preparation time for the department Training Officers. This task is in progress and should be completed by the end of October and is included within the 2018 budget.

b) Changing Firefighter Certifications in Ontario

With proposed changes to the Fire Protection & Prevention Act (FPPA), the mandatory certification requirements for a Firefighter consists of:
- NFPA 1001 Firefighter Level I & II (Firefighters)
- NFPA 472 Hazardous Materials to an Operation level (Firefighters)
- NFPA 1002 Fire Apparatus Driver/Operator (Firefighter operating the equipment)
- NFPA 1041 Fire Service Instructor Level I (Company Officers)
- NFPA 1020 Fire Service Officer Level I (Company Officers)

Grandfathering to the mandatory certifications was extended to Sept-30-18 and the County Fire Departments have received positive confirmation for those applications already made. Going forward, those that were ineligible for grandfathering will have to complete written and practical skills testing. The County Recruit Firefighter Training Program has and will continue to reflect the mandatory certification requirements. Testing of those ineligible firefighters can be accommodated for within the Fire Recruit Academy program.
c) **2018 Recruit Firefighter Class Update**

This class had 24 recruits representing: North Wellington; Mapleton; Minto; Puslinch; Guelph-Eramosa; and Erin. Each recruit completes approximately 100 hours of self-study time, and received a 100 hours of practical instruction. Without sharing the practical training tasks and resources between County Training Officers, it would be highly unlikely that an individual department would have their recruits fully certified to the mandatory requirements in less than 2 years. This represents a significant saving in: time to produce qualified Firefighters; department trainer/instructor costs and administration/recordkeeping tasks to each department. The initial written and practical exams were completed on July 7th and the remaining will be conducted on November 3rd.

A new component of the recruit academy curriculum is the addition of a Level 1 PTSD Awareness seminar. This year a spousal PTSD seminar was added so that those closest to our new Firefighters also receive a primer on recognizing PTSD signs/symptoms and acquire some basic personal coping skills.

In all, the County recruit training program is meeting the goal of providing a consistent level of initial firefighting learning and skill development all in a cost and time efficient manner.

d) **County Training Officers Website – [www.WCTOA.com](http://www.WCTOA.com)**

With the number of training/education groups active within the County Fire Departments, a suggestion was made to combine Fire, Public Education/Fire Prevention, Critical Incident Stress Management (CISM) peer team training and Mutual Aid resources into a single website. Presently the website is dedicated to County Fire Training Officers. It can however be easily expanded to encompass each of the other groups requirements. Plans are in-place to develop this multi-group website utilizing internal county resources with no cost impacts to the 2018 budget.

e) **Local Training & Development**

The County will continue to offer higher level training courses as “night school” opportunities with the training staggered over several weeks or weekends. This provides County Firefighters the opportunity to improve their knowledge locally and for them to gain certifications that will help improve themselves professionally. Doing so increases their value within their own departments and the County.

NFPA level Company Officer, Incident Safety Officer, Fire Instructor and Fire Apparatus Driver/Operator are the primary training courses to be offered. However, fire prevention, fire inspection and public education training courses could be offered in the future if we can develop qualified instructors locally.
f) **Driver Certification Program (DCP)**

To drive most County fire apparatus a "DZ" licence is needed due to the air brake system and the load rating of the vehicle. To assist with the licencing process, a new training initiative is currently under review that would bring truck driver licensing to County. This is an MTO program that is available to groups that meet specific training delivery, educational and recordkeeping criteria. Once approved, our group is able to train and test new drivers and if they’re successful grant a license to operate any fire apparatus. The Wellington County DCP would be aimed at providing DZ licensing to Fire departments only.

The MTO will need to approve the DCP application and the County would need to train a number of driver instructors to a newly established OFM/NFPA 1041 Fire Instructor-Driver Trainer course offered by the Fire College. There are still a number of factors that need to be worked out for the DCP and the County Fire Departments are not obligated to be a part of it should they chose to continue on another path. This is projected to be up and running in late 2019.

g) **WCTO Activity Log – Major Projects**

- Administer/Manage the County Recruit Program
- Update County Training Website
- Create 2019 Recruit Training Calendar
- Develop Driver Certification Program (DCP) – DZ licencing
- Develop 2 year County Training Projection – Gchant chart (See Appendix A)
- Develop County NFPA 1020 Company Officer courses, Level I & II
- Develop County NFPA 1002 Fire Apparatus Driver/Operator course for recruit program
- Develop County NFPA 1015 Incident Safety Officer course
- Develop training content for County Mutual Aid Seminars
- Review 2018 County Training budget and prepare invoices for each department
- Develop 2019 County Training Budget Items

h) **Recommendation**

Council receives the Wellington County Fire Training Officer’s report for Jan to Sept 2018 for information.

Respectfully Yours,

Charles Hamilton | Wellington County Fire Training Officer
## Appendix A – County Training 2 Yr Projection

<table>
<thead>
<tr>
<th>Name</th>
<th>Duration</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Percent Change</th>
</tr>
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<tr>
<td>1 County Recruit Training Schedule</td>
<td>95 days</td>
<td>07/05/18</td>
<td>12/17/18</td>
<td>0%</td>
</tr>
<tr>
<td>2 Recruit Testing - FF &amp; Haz Mat Awareness</td>
<td>0 days</td>
<td>02/07/18</td>
<td>02/07/18</td>
<td>100%</td>
</tr>
<tr>
<td>3 Recruit Testing - FF &amp; Haz Mat Ops</td>
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<td>02/07/18</td>
<td>02/07/18</td>
<td>0%</td>
</tr>
<tr>
<td>4 Recruit Class - NFPA 1002 Pump Ops, 2 Sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>5 2018 Recruit Training - NFPA 1002 Pump Ops, 2 sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>6 2018 Recruit Training - NFPA 1002 Pump Ops, 2 sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>7 2018 Recruit Training - NFPA 1002 Pump Ops, 2 sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>8 2018 Recruit Training - NFPA 1002 Pump Ops, 2 sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>9 2018 Recruit Training - NFPA 1002 Pump Ops, 2 sessions</td>
<td>120 days</td>
<td>01/10/18</td>
<td>05/01/19</td>
<td>10%</td>
</tr>
<tr>
<td>10 NFPA 1002 Firefighter - Officer Training</td>
<td>351 days</td>
<td>07/05/18</td>
<td>09/09/19</td>
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<td>11 County Firefighter Day - Fall Session</td>
<td>0 days</td>
<td>11/03/19</td>
<td>11/03/19</td>
<td>0%</td>
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<tr>
<td>12 County Firefighter Day - Fall Session</td>
<td>0 days</td>
<td>11/03/19</td>
<td>11/03/19</td>
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<td>13 NFPA 1050 Fire Officer/Technician</td>
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<td>14 NFPA 1051 Fire Officer/Technician</td>
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<td>16 NFPA 1053 Fire Officer/Technician</td>
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<td>10/12/19</td>
<td>09/09/19</td>
<td>0%</td>
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<td>10/12/19</td>
<td>09/09/19</td>
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<td>24 NFPA 1061 Fire Officer/Technician</td>
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<td>25 NFPA 1062 Fire Officer/Technician</td>
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<tr>
<td>26 NFPA 1063 Fire Officer/Technician</td>
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<td>0%</td>
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<tr>
<td>27 NFPA 1064 Fire Officer/Technician</td>
<td>60 days</td>
<td>10/12/19</td>
<td>09/09/19</td>
<td>0%</td>
</tr>
</tbody>
</table>
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

PUBLIC WORKS REPORT PW2018-29

TO: Mayor Driscoll and Members of Council

FROM: Sam Mattina, Director of Public Works

RE: Award of Tender RFT 2018-015; Remove and Replace Sidewalk at various locations in Mapleton Township including miscellaneous associated works

DATE: September 25, 2018

RECOMMENDATION:

THAT Township of Mapleton Council receive Report PW2018-29 dated September 25, 2018 regarding the award of Tender RFT2018-015 to remove and replace sidewalk at various location in Mapleton Township;

AND THAT Council authorize staff to award Tender RFT2018-015 to remove and replace sidewalk at various location in Mapleton Township to Reeves Construction Ltd, for the Tender amount of $81,114.98, plus HST;

AND FURTHER THAT Council authorize staff to issue a Purchase Order to Reeves Construction Ltd., in the amount of $81,114.98, plus HST to carry out the work.

BACKGROUND:

A Request for Tender (RFT), 2018-015 for the removal and replacement of sidewalks at various locations in the villages of Alma, Drayton and Moorefield within the Township of Mapleton was developed following a legislated yearly sidewalk inspection in accordance with Ontario Regulation 239/02 of the Minimum Maintenance Standards.

PREVIOUS PERTINENT REPORTS:

None.

DISCUSSION:

The RFT was advertised in the Wellington Advertiser as required by our corporate purchasing policy. The tender was issued twice due to lack of response. The first tender attempt, which was provided to seven (7) prospective contractors closed on August 30, 2018 but did not return any results. The subsequent tender attempt closed on September 13, 2018 and returned one result from two prospective bidders.

The tender result received from Reeves Construction Ltd., was complete and considered valid, however it was $1,114.98 higher than the 2018 approved Capital budget of $80,000 allotted for this work. As a result of this, council
approval is required in order to award the tender. The tender document requires the work be completed no later than November 15, 2018.

**SUMMARY:**
Staff recommend award of Tender 2018-015 to Reeves Construction Ltd., at the tendered price of $81,114.98 plus HST.

**FINANCIAL IMPLICATIONS:**
Funding for this project has been approved as part of the Township of Mapleton 2018 Capital Budget and is funded through account 2-4-3035-77135-P18059. The $1,114.98 shortfall in the capital budget allowance will be offset by other positive variances within the Public Works 2018 capital program. This will result in a zero impact to the approved capital budget amount of $80,000 contained in the account referenced above.

**COMMUNICATION:**
Reeves Construction Ltd., will be awarded the Tender contract following Council’s award resolution.

Prepared By: Mohammad Ammad, CET, MEng. Manager, Assets and Infrastructure
Reviewed By: Sam Mattina, CET, (Civil), CMM III Director of Public Works

Approved By: Manny Baron, CAO
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

PUBLIC WORKS REPORT PW2018-30

TO: Mayor Driscoll and Members of Council
FROM: Sam Mattina, Director of Public Works
RE: Sideroad 20 Road Reconstruction Design Update
DATE: September 25, 2018

RECOMMENDATION:
That Public Works Report PW2018-30 dated September 25, 2018 regarding the Sideroad 20 road reconstruction design update be received;

AND THAT Council authorize staff to proceed with Option 1 design as outlined in Report PW2018-30, for the reconstruction of Sideroad 20 in the approximate amount of $428,023+ HST;

AND FURTHER THAT the Council authorize staff to issue a Purchase Order to the successful bidder who’s bid falls within the limits of the engineers estimate.

BACKGROUND:
In 2016, The Township conducted a Road Condition Assessment of all roads within the municipality. All paved roadways were evaluated by identifying specific pavement defects on the asphalt surface and recording their severity as a proportion of the overall road area in order to establish a Distress Manifest Index, (DMI).

Through the use of the 2016 Road Needs Study, in 2017, a Capital Budget was formulated and approved for 2018, to address this and numerous other road reconstruction needs throughout the Township. The Road Condition Assessment identified the road segment of Sideroad 20 from 0.706km North of Twelfth Line to Wellington Road 7 as recommended for immediate rehabilitation.

DISCUSSION:
This road segment of Sideroad 20, has been the center of numerous complaints by local residents for a number of years due to its seriously deteriorated driving surface. In mid 2018, BM Ross and Associates was retained by the Township through the Township procurement process to undertake the road design and project administration for the reconstruction of Sideroad 20.
The design process involves site topographic surveys and in most cases geotechnical analysis in order to establish the basis for the design criteria. This criteria is then applied to the physical parameters and results in the development of an Engineer’s estimate to complete the work.

In the case of Sideroad 20, the preliminary design work has now returned criteria that require special consideration including environmental approvals through the Department of Fisheries and Oceans, (DFO), The Ministry of Natural Resources and Forestry, (MNRF) and Grand River Conservation Authority, (GRCA), affecting the engineers estimate and in turn, depending on the design Option chosen, affecting the resultant life of the reconstruction.

The criteria returned are detailed in the update memo and include the following:

- Underlying granular: generally low granular equivalency with low strength
- Topsoil layers and organics: very frost susceptible
- Subsurface Drainage: drainage of road bed is poor

The Design Engineer, BM Ross and Associates Limited, has prepared a Project Update Memo to further explain and support the concepts presented in this report. That update appends this report as Attachment #1.

In reviewing the Project Update Memo, the Engineer has presented two **Options** for consideration.

1. Partial reconstruction consisting of the following;
   - Pulverize existing asphalt and underlying gravel
   - Excavate and widen road slightly
   - Provide road subdrains for drainage
   - Add gravel for grading
   - Provide a 6.5m asphalt surface with an additional 0.5m shoulder on each side
   - Replace only crossing culverts and do not replace driveway culverts

   This option may extend the road use life to 10 or 15 years, (could be less), with increased maintenance requirements during its life.

2. Full Reconstruction; consisting of the following;
   - Full depth excavation for roadway including removal of underlying topsoil
   - Import all new gravel under and within roadway
   - Provide subdrains for drainage
   - Improve ditching in boulevards
   - Provide a 7.0m asphalt surface with an additional 0.5m shoulder on each side
   - Replace all culverts (driveway and crossing culverts)

   This option can return a life expectancy of 20 to 30 years before a resurfacing is required.
The engineer's estimates for each option are shown in the following table.

<table>
<thead>
<tr>
<th>Item</th>
<th>Road Rehabilitation Method</th>
<th>Partial Reconstruction; Op 1</th>
<th>Full Reconstruction; Op 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadworks</td>
<td>$285,000</td>
<td>$510,000</td>
<td></td>
</tr>
<tr>
<td>Culvert and Subdrains</td>
<td>$55,000</td>
<td>$175,000</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$35,000</td>
<td>$65,000</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$375,000</td>
<td>$750,000</td>
<td></td>
</tr>
<tr>
<td>HST (13%)</td>
<td>$48,000</td>
<td>$98,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (not incl HST)</strong></td>
<td><strong>$375,000</strong></td>
<td><strong>$750,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

The approved 2018 capital budget for this project is $420K which includes the engineering components of the work valued at $53,023. Choosing Option 1 will allow the project to be completed at a cost of approximately $428,000, ($375,000 + $53,000). A value that is very close to the approved budget, however will only return a useful asset lifespan of approximately 10 to 15 years.

In simple terms this option equates to a yearly cost of $42,800 (for a 10 year life) to $28,533 (for a 15 year life).

Choosing Option 2 will result in the project reconstruction cost approaching approximately $803,000, ($750,000 + $53,000). A value which will require supplementation of the existing capital envelope in the amount of $383,000.

In simple terms this option equates to a yearly cost of $40,150/year (for a 20 year life) to $26,767/year (for a 30 year life).

The life costs for either option are basically the same, with Option 2 being slightly higher.

Council will have to decide whether reconstruction will have to be revisited in 10 to 15 years or 20 to 30 years.

**PREVIOUS PERTINENT REPORTS:**
PW2018-25 July 24, 2018

**SUMMARY:**
In consideration of the current capital forecast developed by staff and its financial impacts to the municipality overall, coupled with consideration given to the traffic volumes and composition of this road segment, Staff recommend that council choose Option 1 for the reconstruction of Sideroad 20, in the approximate amount of $428,000 plus HST.
FINANCIAL IMPLICATIONS:
Funding for Option 1 is available within the current 2018 council approved capital budget through account number 2-4-3101-77210-P-18028 for Sideroad 20. The potential negative variance that may arise as compared to the engineer’s estimate in the amount of 8,000 + HST may be offset by positive variances realized from other capital projects already let in 2018. If Option 2 is selected, then additional funds in the amount of $383,000 will need to be added to the current approved 2018 capital budget amount of $420,000.

COMMUNICATION:
The design engineer will be informed of council’s direction and will design the project accordingly.

Prepared By: Sam Mattina, CET, (Civil), CMM III
Director of Public Works

Reviewed and Approved By: Manny Baron
CAO

Attachments:
- Attach 1 Project Update Memo
September 19, 2018

Sam Mattina, Director of Public Works
Township of Mapleton
7275 Sideroad 16, Box 160
Drayton, ON N0G 1P0

Dear Sam

RE: Reconstruction of Sideroad 20
County Road 7 to 700m South of County Road 7
Project Update

Thank you for meeting with us yesterday to review and discuss the Sideroad 20 project in more detail. The following was discussed:

- Geotechnical investigation and findings
- Consultation with Conservation Authority
- Possible road reconstruction alternatives
- Schedule and timing

This portion of Sideroad 20 has an asphalt surface width that varies from between 4.8 and 6.7 metres with an average of 5.7 metres. By comparison most new rural roads are constructed with a total asphalt width of somewhere between 7.0 and 7.5 metres.
For rural road projects of this nature there are usually two rehabilitation options that municipalities consider including full and partial reconstruction. With full reconstruction, the entire road surface and road platform is reconstructed with new granular, new asphalt, ditching, and full culvert replacement. Partial reconstruction often incorporates re-use of the existing road gravel/asphalt through pulverizing with final paving of the area following grading. The pros and cons of each become a balance between cost and life span.

We work for municipalities who undertake both methods of rural road rehabilitation.

For partial reconstruction, it is difficult to predict the life span of the rehabilitated roadway while it is somewhat more predictable for properly fully reconstructed road surfaces. For partial reconstruction we could only guess at the timeline, but you may stretch its life to 10 or 15 years (could be less) with increased maintenance requirements during that life. With fully reconstructed roadways it can be expected that the surface will stand up well for 20 to 30 years before resurfacing is required.

The attached figure provides a sample cross section for each of the road rehabilitation methods discussed.

Geotechnical Investigation and Findings

In late August 2018, CMT advanced 8 boreholes along the 700 metre stretch of Sideroad 20 south of CR 7. At the borehole locations the following existing road structure was found:

- Asphalt/surface treatment: 18mm to 50mm (average 29mm)
- Granular base: 290mm to 525mm (average 422mm)
- Topsoil layer: 170mm to 1130mm (average 459mm)
- Clayey silt subsoil below topsoil layers.

In describing the existing road structure, CMT noted the following:

- Underlying granular: generally low granular equivalency with low strength
- Topsoil layers and organics: very frost susceptible
- Subsurface Drainage: drainage of road bed is poor

Based on the underlying low strength and the existence of the very frost susceptible organics under the road, CMT is strongly recommending full reconstruction of the roadway with removal of the topsoil layer.

In addition to the above, and as requested by staff, CMT provided comment with respect to the use of a geotextile above the topsoil layer and/or the construction of a concrete road:

- Geogrid: Although the use of a geogrid will provide additional reinforcement to the pavement structure, it will not eliminate frost heaving and frost boils in the existing organic soils.
• Concrete Road: Given the instability associated with the frost susceptible organic soils, considering a rigid concrete pavement would not be recommended for this application.

In our experience with rigid concrete pavements they are expensive to construct often with a premium of over 50% that of a standard asphalt road structure. Additionally, the concrete is impacted by the frost action creating pressure along the visible control joints leading to roughness and riding issues of the surface.

Conservation Authority

In initial conversation with the GRCA it has been suggested that the project will require a permit. Brook Trout have been identified in the area and as such consultation with the MNRF and DFO will be necessary for any culvert replacements at the watercourse.

Given the time of year, the timing window for in-water work with sensitive fisheries has passed. This will complicate and likely extend the approval process.

Road Reconstruction Alternatives

It is understood that the Township currently has a budget of $425K for this project which includes the engineering components of the work. For comparison purposes you have asked that we provide an opinion of probable cost for a full reconstruction alternative as well as a partial reconstruction alternative. We have done so under the following design assumptions:

Partial Reconstruction:
• Pulverize existing asphalt and underlying gravel
• Excavate and widen road slightly
• Provide road subdrains for drainage
• Add gravel for grading
• Provide a 6.5m asphalt surface with an additional 0.5m shoulder on each side
• Replace only crossing culverts and do not replace driveway culverts

Full Reconstruction:
• Full depth excavation for roadway including removal of underlying topsoil
• Import all new gravel under and within roadway
• Provide subdrains for drainage
• Improve ditching in boulevards
• Provide a 7.0m asphalt surface with an additional 0.5m shoulder on each side
• Replace all culverts (driveway and crossing culverts)
Given the above we note the following summary of probable cost for your consideration:

<table>
<thead>
<tr>
<th>Item</th>
<th>Road Rehabilitation Method</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$48,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

Schedule and Timing

It is understood that the above options are to be considered by council on the evening of the 25th and we can expect some direction on the preferred road rehabilitation method shortly after that.

Notwithstanding the uncertainty of the fall weather and the fishery timing window issues that may impact the ability to construct this fall season we will assist the Township in expediting the project as quickly as possible. In this regard, the Township may wish to consider a spring tender for this project. This would allow for time related approvals and greater certainty with respect to dry weather construction.

Please review the above and let us know if you have any questions.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per [Signature]
Dale Erb, P. Eng.

DLE: hv
Partially reconstructed typical section:
Pulverize existing surface, edge widening, and paving
N.T.S.

Full reconstructed typical section:
Full excavation, removal of topsoil, widening, and paving
N.T.S.

Township of Mapleton
Sideroad 20
Reconstruction Alternatives
Typical Cross Sections

DATE
Sept. 19, 2018
PROJECT No.
18117
SCALE
1:150
FIGURE No.
XS-1

BMROSS
engineering better communities
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-068

Being a by-law to appoint Members to the Wellington County Joint Municipal Election Compliance Audit Committee

WHEREAS subsection 88.37 of the Municipal Elections Act, 1996, as amended requires Council to establish a Compliance Audit Committee;

AND WHEREAS the County of Wellington member Municipalities established a Joint Municipal Election Compliance Audit Committee for all municipalities in the County of Wellington;

AND WHEREAS Section 11 (2) of the Municipal Act, S.O. 2001, c. 25, authorizes a municipality to pass by-laws respecting the governance structure of the municipality and its local boards;

NOW THEREFORE the Council of the Corporation of the Township of Puslinch hereby enacts as follows:

1) THAT the following persons are hereby appointed to the Wellington County Joint Compliance Audit Committee from December 2018 until December 2022:
   - Jim McQueen
   - Wesley (Wes) Snarr
   - Douglas Auld
   - Joseph Servos

READ a first, second and third time on Tuesday, September 25, 2018.

_________________________
Mayor Neil Driscoll

_________________________
Clerk Barb Schellenberger
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-069

Being a By-law to amend By-law 2010-080, being a Zoning By-law for the Township of Mapleton

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. That By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule ‘A-2’ – Drayton, as it applies to the following properties: Part of Blocks 48 and 51, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton, as illustrated on Schedule ‘A’ attached to and forming part of this By-law, from:
   - Residential Low Density - Holding (R1C (H)) to Residential Low Density (R1C)
   - Residential High Density - Holding (R3 (H)) to Residential High Density (R3)

2. That except as amended by this By-law, the subject lands, as shown on Schedule ‘A-1’ to this By-law, shall be subject to all other applicable regulations of By-law Number 2010-080, as amended.

3. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the Planning Act, R.S.O. 1990, s. P.13, as amended.

READ a first, second and third time and passed this 25th day of September, 2018.

_________________________________
Mayor Neil Driscoll

_________________________________
Clerk Barb Schellenberger
THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-069

Schedule "A"

Rezone from:
- Residential Low Density - Holding (R1C (H)) to Residential Low Density
- Residential High Density - Holding (R3 (H)) to Residential High Density (R3)
EXPLANATORY NOTE

BY-LAW NUMBER 2018-069

LOCATION
The properties subject to the proposed amendment are legally described as: Part of Blocks 48 and 51, Plan 61M-74, 61R-10895, Parts 13 to 26, Drayton.

PURPOSE AND EFFECT
The purpose of the amendment is to remove the holding symbol from the subject lands to allow for the construction of dwellings in accordance with the zoning by-law. The Holding Symbol had been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Residential Low Density (R1C) and Residential High Density (R3) zones, and all other applicable regulations of the Township of Mapleton Zoning By-law 2010-080, shall apply to the subject lands.
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-070

Being a by-law to authorize the Mayor and Clerk to execute an License to Occupy Agreement between The Corporation of the City of Guelph and The Corporation of the Township of Mapleton

WHEREAS the Township of Mapleton is desirous of entering into a lease agreement between The Corporation of the City of Guelph and the Corporation of the Township of Mapleton to facilitate leasing space within the Drayton Fire Station for the provision of ambulance emergency response services.

NOW THEREFORE the Council of The Corporation of the Township of Mapleton enacts as follows:

1. That the Mayor and Clerk be authorized to execute a License to Occupy Agreement between The Corporation of the City of Guelph and The Corporation of the Township of Mapleton.

2. A copy of the said agreement is attached hereto as Schedule “A” and forms part of this By-law.

READ a first, second and third time and finally passed this 25th day of September, 2018.

____________________________
Mayor Neil Driscoll

____________________________
Clerk Barbara Schellenberger
LICENSE AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
(“Mapleton”) of the FIRST PART

AND

THE CORPORATION OF THE CITY OF GUELPH
(“Guelph”) of the SECOND PART

WHEREAS:

1. Mapleton is the owner of the lands and building located at 12 Main Street West, Mapleton, Ontario and legally described as Part Lot 213, Bolton’s Drayton; Part Lot 215, Bolton’s Drayton; Part River Survey, Bolton’s Drayton; Parts 6 & 9, DN13856 and as in DN41605 except Parts 1 to 4, Reference Plan 60R-2106 and Parts 4 & 5, Reference Plan 60R-1577; Township of Mapleton and identified as PIN 71469-0135 (the “Mapleton’s Lands”); and

2. Mapleton entered into a License Agreement with Guelph for the use of Mapleton’s Lands for the provision of ambulance services dated the 1st day of October, 2013 for a term of Five (5) years, expiring on the 31st day of September, 2018 (the “Original License”).

3. Mapleton is agreeable in granting to Guelph a license to continue to use portions of Mapleton’s Lands for a further term of Five (5) years on the terms and conditions contained herein (the “Agreement”).

NOW THEREFORE in consideration of the following terms, Mapleton agrees to allow Guelph to use a portion of Mapleton’s Lands and the parties covenant and agree as follows:

License

1. Mapleton hereby grants to Guelph an exclusive license to occupy those parts of the Mapleton’s Lands as shown highlighted on Schedule “A” (the “Licensed Space”) which will include exclusive use of Two (2) parking spaces and 90 square foot EMS crew room together with non-exclusive use of a single heated garage bay, washrooms, kitchen, meeting room and common areas located within the fire station solely for the purpose of operating ambulance services and ancillary office uses for a term of Five (5) years from October 1st, 2018 to September 31st, 2023 (the “Term”).

License Fee

2. Guelph shall on or before the first day of each month of the Term, pay to Mapleton a monthly license fee in the amount of One Thousand Two Hundred Canadian Dollars ($1,200.00) plus H.S.T. (the “License Fee”).

3. It is intended that this Agreement is a “gross” license to Guelph and that, other than the License Fee, there shall be no other fees, rent or operating costs payable by Guelph and that Mapleton is responsible, at its sole cost and expense, for all realty taxes, operating costs, utility costs and costs of heating, ventilation and air conditioning, and all other costs related to the Licensed Lands and fire station, unless expressly identified as being for Guelph in this Agreement.
4. Guelph shall have the option exercisable on no less than Three (3) months written notice to Mapleton prior to the expiry of the Term to extend the Agreement for One (1) additional and separate term of Five (5) years (the “Extension”) on terms and conditions agreed to by both Mapleton and Guelph, Thirty (30) days prior to the expiry of the Term.

Guelph’s Covenants

5. Guelph covenants and agrees with Mapleton as follows:

(a) not to use the Licensed Space for any purpose except as set out above and any ancillary use;

(b) to be solely responsible and answerable in damages for all acts or omissions due to or caused by Guelph or its employees, volunteers, customers, guests, invitees and others for whom it is in law responsible at any time while Guelph is in occupation of the Licensed Space, and to indemnify Mapleton, its employees, agents and anyone for whom Mapleton is at law responsible, from any claims and losses arising from or in connection with such acts or omissions and to indemnify Mapleton from all claims, costs and liabilities arising from the granting of the license herein. Notwithstanding the foregoing, Guelph shall not be responsible for any damages, claims, or losses arising from the negligence or misconduct of Mapleton or anyone for whom Mapleton is in law responsible;

(c) to maintain, during the entire Term, comprehensive public liability and property damage insurance for an amount not less than Two Million Dollars ($2,000,000) per occurrence. All such policies shall name Mapleton as an additional insured and shall contain a provision requiring that at least Thirty (30) days written notice be given to Mapleton prior to cancellation or expiry. Guelph shall provide Mapleton, on demand, with proof of such insurance;

(d) not to assign or transfer this Agreement or in any way part with or share possession of the Licensed Space;

(e) to keep the Licensed Space clean;

(f) not to undertake any work or make alterations of any nature to the Licensed Space without the prior written approval of Mapleton. It is understood and agreed that the cost of any such work or alterations shall be for Guelph unless Mapleton agrees otherwise; and

(g) upon the expiry or earlier termination of this Agreement, Guelph shall deliver to Mapleton vacant possession of the Licensed Space in the condition in which Guelph is required to repair, maintain and keep the Licensed Space and, in any event, in the same or better condition than it was in at the beginning of the Term, subject only to reasonable wear and tear.

Mapleton’s Covenants

6. Mapleton agrees that it shall:

(a) provide quiet enjoyment of the Licensed Space; and

(b) provide sufficient keys or access codes to allow the City access to the Licensed Space on a 24 hours a day, seven days a week, 365 days a year basis.
7. This Agreement may be terminated at any time by either party upon Six (6) months written notice of termination to the other party. Guelph shall restore the Licensed Lands to their original condition immediately preceding the use of the Licensed Lands within Thirty (30) days of such termination, save and except reasonable wear and tear in the normal operation of an ambulance station facility. Either party shall not make any claims or demands for any costs or damages as a result of such termination.

8. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail, prepaid courier, by facsimile or by email as follows:

To Mapleton:

Township of Mapleton
7275 Sideroad 16
Drayton, ON N0G 1P0
Attention: Township Clerk
Telephone: (519) 638-3313
Facsimile: (519) 638-5113

To Guelph:

City of Guelph
1 Carden Street
Guelph, ON N1H 3A1
Attention: Realty Solicitor
Telephone: (519) 822-1260 Ext. 2751
Facsimile: (519) 822-0705

Or at such other address or addresses as Mapleton and Guelph may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered, sent by facsimile or, sent by email, provided an acknowledgement of receipt of the email is received by the sender. If mailed, such notice shall be conclusively deemed to have been given and received Three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service as provided for above.

9. No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

10. In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

11. This Agreement and any Schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto or by their respective authorized designates.

12. Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario.
IN WITNESS WHEREOF the parties herein have hereunto executed this Agreement.

DATED at _______________ this _________ day of _______________. 2018

THE CORPORATION OF THE CITY GUELPH

PER: ____________________________
Name: Katherine Hughes
Title: Associate Solicitor
Legal, Realty and Risk Services

I have authority to bind the Corporation.

DATED at _______________ this _________ day of _______________. 2018

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

Per: ____________________________
Name: ____________________________
Title: ____________________________

I/We have authority to bind the Corporation.
Schedule “A”
(Site Plan showing Licensed Space, Parking Spaces, Washrooms, Kitchen, Garage Bay and Crew Room)

- Parking Spaces for City Use
- Licensed Space and Common Area
- Exclusive use EMS Crew Room
- Garage Bay for EMS Vehicle

Apparatus Bay's
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-071

Being a By-law to amend By-law 2010-080, being a
Zoning By-law for the Township of Mapleton

Part of Lot 18, Concession 6
ZBA 2018-14

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. That the wording of Site Specific Exception 31.179 be deleted and replaced with the following:

<table>
<thead>
<tr>
<th>31.179</th>
<th>Notwithstanding any other provisions of this By-law, the land may be used for the following specific use in addition to those uses permitted in the zone within which the parcel lies:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part of Lot 18, Con 6 6866 Yatton Sideroad, Yatton (Ivan B. &amp; Mary Martin)</td>
<td>a) The manufacture, repair, and sale of horse harnesses and horse blankets, and shoe repair as an accessory use. Subject to the following conditions:</td>
</tr>
<tr>
<td></td>
<td>i) That all buildings used in conjunction with the above noted additional use be restricted to a maximum ground floor area of 348 m² (3750 ft²).</td>
</tr>
<tr>
<td></td>
<td>ii) That the building be located within the building cluster.</td>
</tr>
<tr>
<td></td>
<td>b) A second residential dwelling (1 unit) provided that the dwelling unit take the form of a mobile home. Subject to the following conditions and special provisions:</td>
</tr>
<tr>
<td></td>
<td>i) The mobile home can be joined to the main residence by a breezeway;</td>
</tr>
<tr>
<td></td>
<td>ii) The mobile home shall have a maximum floor area of 112.9 m² (1216 ft²);</td>
</tr>
<tr>
<td></td>
<td>iii) That the existing entrance driveway be used for access to the mobile home;</td>
</tr>
<tr>
<td></td>
<td>iv) That pursuant to Section 39 (3) of the Planning Act, R.S.O. 1990, c.P.13, as amended, the mobile home is permitted until June 9, 2029.</td>
</tr>
</tbody>
</table>

2. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended

READ a first, second and third time and passed this 25th day of September, 2018.

_________________________________  
Mayor Neil Driscoll

_________________________________  
Clerk Barb Schellenberger
EXPLANATORY NOTE

BY-LAW NUMBER 2018-071

SUBJECT LAND

The property subject to the proposed amendment is legally described as Lot 18, Concession 6, (Peel) with a civic addresses of 6866 Yatton Sideroad (formerly 6866 Woolwich-Peel Townline). The property is approximately 4.04 ha (10 acres) in size and occupied by a single detached dwelling, garden suite, sheds and barn.

PURPOSE AND EFFECT

The purpose of the application is to amend the Zoning By-law to permit an expanded home industry use and extend the permission (time-period) for a temporary use mobile home (garden suite) on the property. The applicants are proposing to construct a new 348 m² (3750 ft²) shop for manufacturing, repair and sales of horse harnesses and horse blankets.
Wellington Farm and Home Safety Association
C/O Walter Grose E-mail walter@huskyfarm.ca
7440 Wellington Rd. 17, Alma, ON NOB 1A0
Phone 519-846-5329 Fax 519-846-9378

September 5, 2018

The Township of Mapleton
7275 Sideroad 16, Box 160
Drayton, ON N0G 1P0

Dear Mayor and Council Members,

Thank you for your support in the past to Wellington County Farm and Home Safety Association.

Wellington County Farm Safety again started our year with the large pancake breakfast in February and then we had several Safety Days and Open Houses to take our safety message to. This year we used the model Farm that we took with us to show the safety issues on a farm. We also held an ATV safety night with the OPP and we were a big hit with the Mount Forest Parochial schools.

This last year we have presented the Farm Safety Message to 2238 Children and 785 adults with 400 volunteer hours.

Next year we have a pancake breakfast planned again for Feb 23, 2019 with 14 safety stations. We have budgeted for a series of radio ads to strengthen our message.

Our mission is to promote safety and educate the rural and urban members of our County. It takes a lot of volunteers to promote safety and there is always a financial cost to do this.

Having a volunteer has been most helpful we thank you. Please continue with a representative.

Please consider our request for financial assistance of $500.00.

Thank you in advance for your support in this matter.

Yours Truly,

Walter Grose
Secretary
NOTICE OF THE PASSING OF A ZONING BY-LAW
BY THE CORPORATION OF THE TOWN OF MINTO

TAKE NOTICE that the Council of the Corporation of the Town of Minto passed By-law No. 2018-54 on the 4th day of September 2018 under Section 34 of the Planning Act, 1990, R.S.O., as amended.

The property subject to the adopted By-law is located on Part Lot 114, Concession D, with a municipal address of 6739 Wellington Rd 109. The property is approximately 10.19 ha (25.2 ac) in size and the location is shown on the map below.

The Purpose and Effect of the adopted By-law is to rezone a portion of the subject lands from:
- Agricultural Exception (A-61) to Light Industrial M1-41 and to allow the fueling and parking of school buses
- Agricultural Exception (A-61) to Unserviced Residential Zone (R1A)
- Agricultural Exception (A-61) to Rural Industrial (RIN)
- To permit a reduced lot area of approximately 8.29 ha (20.5 ac) for the retained parcel

This rezoning was filed in conjunction with severance applications B52/18, B53/18 and B54/18, which have received approval from the Wellington County Land Division Committee. The approved severances add additional land to three properties: 6624, 6630, and 6634 Wellington Road 123. The severed parcels are currently zoned to the same zone as the existing lots which are being added to/merged with.

Take Notice that the last date for filing a notice of appeal to the Local Planning Appeal Tribunal in respect to the By-law is the 1st day of October 2018. A Notice of Appeal setting out the objection and the reasons for the objection together with a certified cheque or money order in the amount of $300.00 (Payable to the Minister of Finance) must be filed with the Clerk of the Town of Minto.

An appeal filed under subsection 34(19) of the Planning Act may only be made on the basis that the by-law is inconsistent with a policy statement issued under subsection 3(1) of the Planning Act, fails to conform with or conflicts with a provincial plan or fails to conform with an applicable official plan.

The Notice of Appeal must explain how the by-law is inconsistent with a policy statement issued under subsection 3(1) of the Planning Act, fails to conform with or conflicts with a provincial plan or fails to conform with an applicable official plan.

Only individuals, corporations and public bodies may appeal a Zoning By-law to the Local Planning Appeal Tribunal. A Notice of Appeal may not be filed by an unincorporated association or group. However, a Notice of Appeal may be filed in the name of an individual who is a member of the association or the group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the By-law was passed, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Local Planning Appeal Tribunal, there are reasonable grounds to add the person or public body as a party.

There was one objection by the public both oral and written that was taken into consideration in the passing of this by-law.

Date of Decision: September 4th, 2018
Date Notice Given: September 11th, 2018
Last Date of Appeal: October 1st, 2018

Bill White, C.A.O. Clerk,
Town of Minto
5941 Highway 89, R.R. #1,
Hariston, ON NOG 1Z0
Background Information

What is the Great Lakes-St. Lawrence River Basin Sustainable Water Resources Agreement?

In 2005, Ontario, Quebec, and the eight U.S Great Lakes State signed the Great Lakes-St. Lawrence River Basin Sustainable Water Resources Agreement (the Agreement) in order to strengthen the protection and conservation of the shared waters of the Great Lakes basin.

The Agreement, along with the corresponding U.S Compact (the Compact), commit each jurisdiction to a ban on diverting water outside of the Great Lakes basin. They also contain commitments for regulating water use based on common environmental standards, implementation of conservation programs in each jurisdiction, and enhancing information and science to support water use decisions.

How are exceptions granted to the ban on diversion of water from the Great Lakes Basin and what is a Regional Review?

The Agreement has exceptions to the ban on diversions for communities that are close to or straddle the Great Lakes basin boundary, if they meet strictly regulated criteria. Communities that qualify may submit an application for a water diversion to its State or Provincial government, which evaluates it against the Agreement criteria before approval is granted.

In some cases, the proposal must also be reviewed by the Regional Body, made up of the representatives of all Great Lakes States and Provinces. The Regional Body issues its findings for the State or Province to consider in making their approval decision. This process is referred to as a “Regional Review”. If the proposal comes from a U.S. jurisdiction, it may also need unanimous approval by the Compact Council, made up of the eight Great Lake States.

What are the procedures to be followed in conducting a Regional Review?

In 2010 the Regional Body developed Interim Procedures for conducting a Regional Review of a proposal to divert Great Lakes water to a community that is close to or straddles the basin. The Compact Council also developed Interim Guidance to guide its approval process.

The Interim Procedures and Guidance provide direction on what information should be included in an application for a diversion of Great Lakes water that is subject to a Regional Review, on what opportunities are to be provided for public and stakeholder input during a Regional Review, and on the involvement of Tribes, First Nations and Métis communities.

What is the Procedures Update project and how can you provide input?

On September 1, 2017 the Regional Body and Compact Council initiated a project to update the Regional Body’s Interim Procedures and Compact Council’s Interim Guidance. The content of the Agreement itself (e.g. the allowable exceptions for water diversions and their associated criteria) is not being reviewed.

1 http://www.glsiregionalbody.org/GLSLRBAgreements.aspx
The project is a collaborative process by the Regional Body, which includes representatives of the States and Provinces, and the Compact Council, which includes the U.S. states only, with input from the public, stakeholders, and Indigenous communities.

A 30-day comment period is being held on the proposed updated Regional Body Procedures and Compact Council Guidance and Rules from September 10 - October 10, 2018. Please visit the Regional Body website (http://www.glslregionalbody.org/ProposedUpdates.aspx) to view the proposed updated Procedures and for information on how to submit comments.

All input received during the comment period will be reviewed by the Regional Body and Compact Council. Further updates will be made if needed prior to adopting a final version.

Why is the Regional Body and Compact Council reviewing these procedures?
In January 2016, the first proposal under the Agreement for a Great Lakes water diversion was submitted for Waukesha, Wisconsin. As a community outside of the basin but in a straddling county in the U.S., the Waukesha proposal was subject to both Regional Review and Compact Council approval. The review is aimed at addressing lessons learned and responding to public, stakeholders, and Indigenous concerns heard during this process.

What are the key changes being proposed to the Procedures?
Some of the key changes the Regional Body and Compact Council are proposing based on lessons learned and feedback received include:

- Indicating that the Originating party will notify the other jurisdictions of the receipt of any application for a diversion.
- Allowing for additional public meetings or Hearings of the Regional Body and Compact Council outside of the jurisdiction where the diversion is proposed.
- Providing a separate meeting with Tribes, First Nations and Métis communities prior to the public meeting or Hearing in the jurisdiction where the diversion is proposed.
- Noting that if additional time is provided to jurisdictions to submit a technical review, the public comment period shall be extended by the same length of time.
- Clarification of what documents are included in the complete administrative record, including all documents which were relied upon or otherwise considered as part of Regional Body findings and Compact Council decisions.
- Specifying that if the Compact Council’s Final Decision on a diversion proposal contains provisions or conditions unrelated to those previously made available for public comment, an additional comment period shall be held on those provisions.
- Setting out Rules of Practice for Administrative Appeals of Compact Council decisions and a process for the Compact Council to modify its Final Decision.
- Including a placeholder to outline a process for the consideration of regionally significant or potentially precedent setting proposals.
Union Gas Limited has applied to introduce a new firm transportation service under Rate M17 for gas distributors and to modify the applicability of existing bundled delivery service and semi-unbundled storage and transportation service under Rate M9 and Rate T3 rate schedules respectively.

Learn more. Have your say.

Union Gas Limited has applied to the Ontario Energy Board to introduce firm transportation services for gas distributors that will have competitive storage and gas supply options under a new M17 rate class effective January 1, 2019. Union Gas Limited has proposed the new M17 service in response to a request by EPCOR Southern Bruce Gas Inc. for gas transportation services to the South Bruce expansion area.

Union Gas Limited is also seeking approval to limit the applicability of its Rate M9 and Rate T3 rate schedules to existing gas distributors.

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING
The Ontario Energy Board (OEB) will hold a public hearing to consider the application filed by Union Gas. We will question Union Gas on the case. We will also hear questions and arguments from individual customers and from groups that represent the customers of Union Gas. At the end of this hearing, the OEB will decide whether the proposed new transportation services and changes to existing rate schedules will be approved.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

BE INFORMED AND HAVE YOUR SAY
You have the right to information regarding this application and to be involved in the process.
- You can review the application filed by Union Gas on the OEB’s website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by October 1, 2018 or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB’s decision and its reasons on our website.

LEARN MORE
Our file number for this case is EB-2018-0244. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number EB-2018-0244 on the OEB website: www.oeb.ca/participate. You can also phone our Public Information Office at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS
There are two types of OEB hearings – oral and written. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by October 1, 2018.

PRIVACY
If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and e-mail address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This rate hearing will be held under section 36 of the Ontario Energy Board Act, S.O. 1998 c.15 (Schedule B).
August 30, 2018

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27th Floor  
Toronto, ON M4P 1E4

Dear Ms. Walli:

**RE: EB-2018-0244 – Union Gas Limited (“Union”) - Rate M17 Firm Transportation Service**

Please find attached Union’s application and evidence seeking approval of a new firm transportation service for gas distributors under the Rate M17 rate class, effective January 1, 2019. This application is made pursuant to Section 36 of the *Ontario Energy Board Act, 1998*. Union is also seeking approval to modify the applicability of its approved Rate M9 and Rate T3 rate schedules for existing gas distributors.

The application and evidence have been filed through the Ontario Energy Board’s (“the Board”) RESS and will be available on Union’s website at: [www.uniongas.com](http://www.uniongas.com).

Should you have any questions on the above or would like to discuss in more detail, please contact me at 519-436-5473.

Yours truly,

*original signed by*

Karen Hockin  
Specialist, Regulatory Initiatives

Encl.

cc: Charles Keizer, Torys
ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O. 1998, c.15 (Schedule B);

AND IN THE MATTER OF an Application by Union Gas Limited for an order or orders approving a new firm transportation service for gas distributors under the Rate M17 rate class, effective January 1, 2019;

AND IN THE MATTER OF an Application by Union Gas Limited for an order or orders modifying the applicability of the existing Rate M9 and Rate T3 rate schedules for existing gas distributors.

APPLICATION

1. Union Gas Limited (“Union”) is a business corporation, incorporated under the laws of Ontario, with its head office in the Municipality of Chatham-Kent.

2. Union conducts an integrated natural gas utility business that combines the operations of selling, distributing, transmitting and storing gas within the meaning of the Ontario Energy Board Act, 1998 (the “Act”).

3. Union is applying to the Ontario Energy Board (“OEB” or “the Board”) pursuant to section 36 of the Ontario Energy Board Act (“the Act”) for an order or orders granting approval of a new M17 firm transportation service for gas distributors. This application is in response to changes in the competition for natural gas distribution in Ontario as a result of the OEB’s Decision with Reasons in its Generic Community Expansion proceeding (EB-2016-0004). Union is proposing the M17 service to EPCOR Southern Bruce Gas Inc. (“EPCOR”) in response to a request to provide transportation to the South

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1 EB-2016-0004 Decision with Reasons dated November 17, 2016
Bruce expansion area. In addition to making this service available to other potential new entrants, existing gas distributors will have the option to take the M17 service. As proposed, the M17 service is to be effective January 1, 2019.

4. To accommodate the new service, Union is seeking OEB approval of the proposed M17 rate design and rate schedule, Schedule “A” (General Terms and Conditions), Schedule “B” (Nominations) and Schedule “C” (Receipt Locations).

5. Union is also seeking OEB approval pursuant to Section 36 of the Act to modify the applicability of the existing Rate M9 and Rate T3 rate schedules for existing gas distributors. Union is proposing to grandfather its existing Rate M9 and Rate T1 rate schedules and limit the applicability of the rate schedules to existing gas distributors.

6. Union also applies to the Board for such interim order or orders approving interim rates or other charges and accounting orders as may from time to time appear appropriate or necessary.

7. Union further applies to the Board for all necessary orders and directions concerning pre-hearing and hearing procedures for the determination of this application.

8. This application will be supported by written evidence. This evidence will be pre-filed and will be amended from time to time as required by the Board, or as circumstances may require.

9. The persons affected by this application are the customers resident or located in the municipalities, police villages and Indian reserves served by Union, together with those to whom Union sells gas, or on whose behalf Union distributes, transmits or stores gas. It
is impractical to set out in this application the names and addresses of such persons because they are too numerous.

10. The address of service for Union is:

Union Gas Limited  
P.O. Box 2001  
50 Keil Drive North  
Chatham, Ontario  
N7M 5M1  

Attention: Karen Hockin  
Specialist, Regulatory Initiatives  

Telephone: (519) 436-5473  
Fax: (519) 436-4641  
email: khockin@uniongas.com  

- and -

Torys LLP  
Suite 3000, Maritime Life Tower  
P.O. Box 270  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1N2  

Attention: Charles Keizer  

Telephone: (416) 865-7512  
Fax: (416) 865-7380  
email: ckeizer@torys.com  

DATED: August 30, 2018.  

UNION GAS LIMITED

[original signed by]

Karen Hockin  
Specialist, Regulatory Initiatives
RATE M17 – TRANSPORTATION SERVICE

Union is proposing to introduce a new firm transportation service for gas distributors under the Rate M17 rate class, effective January 1, 2019. To accommodate the new service, Union is seeking Ontario Energy Board (“OEB” or “the Board”) approval of the proposed Rate M17 rate design and rate schedule, Schedule “A” (General Terms and Conditions), Schedule “B” (Nominations) and Schedule “C” (Receipt Locations). Union is also seeking OEB approval to modify the applicability of the existing Rate M9 and Rate T3 rate schedules for gas distributors.

Union’s proposed Rate M17 transportation service for gas distributors includes transportation from Dawn, Kirkwall or Parkway (the points of receipt) to the customer’s custody transfer point(s) with Union (the delivery area). The service offers transportation within Union South to transport gas east of Dawn on the Dawn Parkway system in combination with transportation on other Union South transmission lines to the delivery area. The proposed Rate M17 transportation service also includes the ability to balance scheduled deliveries and measured quantities at the delivery area through a Limited Balancing Agreement (“LBA”)

This evidence is organized as follows:

A. Drivers of the Proposed Service

B. Current Approved Services

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1 A Limited Balancing Agreement (LBA) is an agreement for a balancing service established between Union and a gas distributor connected to Union’s system in which the gas distributor is responsible for clearing any daily and cumulative imbalances (subject to a variance threshold) created at the custody transfer point due to differences in daily scheduled nominated quantities and measured quantities.
C. Proposed Service
   
i) Firm Point-to-Point Transportation Service
   
   ii) Balancing Service

D. Proposed Pricing of Rate M17

   i) Monthly Charge
   
   ii) Firm Monthly Transportation Demand Charge
   
   iii) Commodity Charges
   
   iv) Authorized Overrun Charges
   
   v) Balancing Service Fees

E. Proposed Modification to Rate M9 and Rate T3 Rate Schedules

A. Drivers of the Proposed Service

Union developed the Rate M17 transportation service for gas distributors in response to changes in the competition for natural gas distribution in Ontario.\(^2\) Union is proposing the M17 service to EPCOR Southern Bruce Gas Inc. (“EPCOR”) in response to EPCOR’s request to provide transportation to the South Bruce expansion area. In addition to making this service available to other potential new entrants, existing customers who are gas distributors will also have the option to take transportation service under Rate M17.

In the EB-2016-0004 Decision with Reasons, the OEB reviewed a variety of measures that could lead to expanded natural gas service including facilitating competition amongst new and existing

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\(^2\) EB-2016-0004 Generic Community Expansion OEB Decision with Reasons dated November 17, 2016.
natural gas distributors through changes to its processes specific to the granting of Municipal
Franchise Agreements and Certificates of Public Convenience and Necessity.

“A framework that employs new rate zones would also facilitate the entry of new participants
and allow for competition. This would be accomplished by considering the proposed rates for
a potential service area in a leave to construct hearing. Alternative competing bids could be
considered by the OEB at the same time. The awarding of Franchise rights and Certificates
can be considered in conjunction with the Leave to Construct application putting all on a level
playing field.”

Changes which facilitate competition for natural gas distribution to new communities have
created more opportunity for new entrants that have the financial and technical expertise to offer
gas distribution services in Ontario. These new entrants may require transportation services from
Union in order to provide gas distribution services to their respective franchise areas, as has been
requested by EPCOR.

On April 12, 2018, the OEB issued a Decision and Order granting the Certificates of Public
Convenience and Necessity for the South Bruce expansion area to EPCOR conditional on the
approval of its subsequent leave to construct application. The South Bruce expansion area
includes the Municipality of Arran-Elderslie (EB-2016-0137), the Municipality of Kincardine
(EB-2016-0138), and the Township of Huron-Kinloss (EB-2016-0139). Please see Schedule 1
for a map illustrating the South Bruce expansion area. This Decision and Order was the outcome
of the OEB’s first competitive process for provision of natural gas distribution service in

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3 EB-2016-0004 Generic Community Expansion Decision with Reasons, p.19.
presently unserved communities following its EB-2016-0004 Decision with Reasons.

In addition, the granting of Certificates of Public Convenience and Necessity to EPCOR allows them to construct works and supply gas within specific parts of the South Bruce service expansion area. This represents the first granting of such rights within a previously un-serviced area since the Natural Gas Electricity Interface Review (“NGEIR”) (EB-2005-0551) proceeding, in which access to competitive storage services was reviewed. Accordingly, Union has developed the Rate M17 service offering to meet transportation service needs of new entrants post-NGEIR.

In the NGEIR Decision\(^4\), the OEB determined access to cost-based storage was based on whether or not a utility has sufficient access to competitive storage options. Specifically, the OEB found “that a decision to refrain from regulating storage rates should not be based on an in-Ontario, ex-Ontario approach, but rather on the competitive position of the customer. The appropriate consideration is whether [the utility] has access to alternatives.” As part of the Decision, the OEB established that:

- Existing utilities taking bundled or semi-unbundled service from another utility (Kitchener Utilities, EPCOR Natural Gas Limited Partnership (formerly NRG), Six Nations Natural Gas, and Gazifère) do not have sufficient access to competitive storage options under these service offerings to protect the public interest and will continue to receive access to cost-based storage services; and

• Existing utilities that buy storage services on behalf of their customers had access to competitive storage options and do not require the protection of regulation for the acquisition of storage from Union (Enbridge Gas Distribution, Gaz Métro (now Énergir), and Utilities Kingston).

At the time of NGEIR, utilities that took bundled or semi-unbundled service from Union or Enbridge Gas Distribution did not have access to competitive storage options and as a result, these utilities were ‘grandfathered’ under the existing bundled or semi-unbundled service offerings and continued to receive cost-based storage rates under these services.

This is not the same circumstance for new gas distributors. In response to new gas distributors in Ontario, Union is introducing the Rate M17 transportation service. The new service provides gas distributors with a transportation service similar to existing utilities that have competitive storage options, as identified in the NGEIR proceeding (Enbridge Gas Distribution, Gaz Métro (now Énergir), and Utilities Kingston). With the introduction of the Rate M17 transportation service, new distributors will have access to competitive storage options, are able to buy storage services on behalf of their customers and do not require the protection of regulation for the acquisition of storage. This treatment of storage for new gas distributors is consistent with the NGEIR Decision. These distributors also have access to competitive gas supply markets and do not require Union’s utility sales service. As was noted earlier, the M17 service will be an option for existing utilities identified above. In the event an existing utility switches to M17 service, they
would no longer be grandfathered under their current service rate and meet applicability
requirements of that service.

As stated in the EB-2016-0004 Decision with Reasons, given the Board’s desire to facilitate
competition for gas distribution for new communities, Union’s position is that new entrants need
to be held to the same standards as existing distributors. As stated in Union’s pre-filed evidence
in EB-2016-0004, it is important that the Board apply the same criteria and have the same
performance expectations of new entrants. These expectations include the ability to manage
storage and gas supply procurement.

Accordingly, Union is proposing a regulated transportation service under Rate M17 for new gas
distributors, similar to the ex-franchise service offerings available to gas distributors that have
competitive storage and gas supply options, as described further in Section C. Consistent with
other ex-franchise transportation services, such as Rate M12 and Rate C1, these gas distributors
will transport gas on Union’s system under regulated transportation services and will be
responsible for securing their own market-based gas supply, upstream transportation
arrangements and storage services.

B. Current Approved Services

Union currently offers three service options for gas distributors. The first two service options

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5 EB-2016-0004 – Decision with Reasons, p.25
6 EB-2016-0004 – Exhibit A, Tab 1, pp.27-28
available are similar to Union’s existing in-franchise services, which offer a bundled delivery
service (Rate M9) or a semi-unbundled storage and transportation service (Rate T3). In addition
to delivery and transportation, Rate M9 customers have a utility sales service option in which
Union sources gas supply on behalf of the customer. Both Rate M9 and Rate T3 services also
include regulated storage at cost-based rates. The NGEIR Decision provided for the continuation
of regulated cost-based storage rates to these utilities because there were no unbundled service
options available at the time, as described in Section A. Gas distributors that have contracted for
Union’s bundled delivery and semi-unbundled storage and transportation services include
Kitchener Utilities, EPCOR Natural Gas Limited Partnership (formerly NRG), and Six Nations
Natural Gas.

The third service option available to gas distributors is under Union’s ex-franchise services. Gas
distributors may contract for transportation service under Rate M12 or Rate C1 on the Dawn
Parkway System. Union also offers an LBA under the Rate M12 service to manage daily
operational balancing needs between Union and gas distributors, if required. The Rate M12 and
Rate C1 transportation services are limited to receipt and delivery points along the Dawn
Parkway System and are not designed for gas distributors with a custody transfer point(s) at any
other location on Union’s system. Under the ex-franchise service offerings, gas distributors
manage their own gas supply arrangements and competitive market-based storage services are
available at market-based rates, as described in Section A. Gas distributors that have contracted
with Union for ex-franchise services include Enbridge Gas Distribution, Gaz Métro (now
Énergir), and the Utilities Kingston.
C. Proposed Service

The proposed service under the Rate M17 rate schedule is comprised of a firm point-to-point transportation service and a balancing service at the delivery area.

i) Firm Point-to-Point Transportation Service

Union is proposing to offer a firm point-to-point transportation service between an applicable receipt point and the delivery area. Similar to Union’s ex-franchise transportation services under Rate M12 and Rate C1, the M17 shipper may contract with Union to transport gas from Dawn, Kirkwall or Parkway to the delivery area. The ability to choose a path provides added flexibility and choice for the shipper. The shipper will be required to nominate the quantity of gas from the applicable receipt point to the delivery area on a daily basis.

ii) Balancing Service

Union is also proposing to offer a balancing service consistent with the existing LBA offered under Rate M12 for gas distributors. The LBA captures the difference between the shipper’s scheduled deliveries and measured quantities at the delivery area and tracks both daily and cumulative balances. At the end of each gas day, any difference between the shipper’s scheduled deliveries and measured quantities will be balanced by an allocation of gas to or from the LBA account by Union. If the amount of gas measured is greater than the scheduled delivery, then there would be a negative entry into the LBA. If the amount of gas measured is less than the amount of gas scheduled, then there would be a positive entry into the LBA. To manage the imbalance, the shipper can nominate to inject into or withdraw gas from the LBA.
D. Proposed Pricing of Rate M17

As indicated above, Union is proposing to introduce a new Rate M17 rate schedule to accommodate firm transportation service from Dawn, Kirkwall or Parkway to the delivery area. Union’s proposed rates are consistent with the rate design principles that underpin Union’s existing ex-franchise rates (Rate M12, Rate C1, Rate M13 and Rate M16), when applicable. Union’s proposed rate design consists of the following components:

i) A monthly charge to recover fixed customer-related costs associated with having the gas distributor attached to Union’s system;

ii) Firm monthly transportation demand charges for each of the transportation paths to the delivery area;

iii) Commodity charges to recover incremental Dawn-Parkway compressor fuel and UFG associated with providing the transportation service;

iv) Authorized overrun charges for quantities that exceed the M17 shipper’s contract demand; and

v) Balancing service fees associated with the LBA.

Each component of the proposed rate is discussed in more detail below. The proposed rates are based on current approved 2018 rates and will be subject to changes in accordance with Union’s Rates proceedings once approved. The proposed Rate M17 rate schedule, Schedule “A” (General Terms and Conditions), Schedule “B” (Nominations) and Schedule “C” (Receipt Locations) are provided at Schedule 2. The LBA charges are consistent with TransCanada approved tariff charges.
i) Monthly Charge

Union is proposing a fixed monthly customer charge to recover the costs associated with having the gas distributor attached to Union’s system. The customer-related costs primarily include the revenue requirement for the rate base (net of aid to construct) and O&M associated with the customer station. Offering a monthly customer charge is consistent with Union’s rate design for other in-franchise and ex-franchise services with customer-specific stations and ensures recovery of fixed costs irrespective of variations in firm transportation demands and annual throughput volumes. To set the monthly charge, Union is proposing a unique charge for each customer that takes service under Rate M17, specific to the delivery area. This approach ensures that the appropriate customer charge is recovered from each customer. This unique charge also recognizes that cost differences can exist amongst different customers based on the facilities required to serve a customer and whether the customer-related costs are paid in part or in whole by an aid to construct. The proposed monthly charge for EPCOR to serve the South Bruce expansion area is $1,998.71, based on estimated annual customer-related O&M costs of approximately $24,000. The proposed monthly charge assumes that EPCOR has paid for the required customer station facilities in whole by an aid to construct.

ii) Firm Monthly Transportation Demand Charge

Union is proposing a firm monthly transportation demand charge for easterly service from Dawn to the delivery area and westerly service from Parkway or Kirkwall to the delivery area. The proposed demand charges provide a contribution toward the recovery of demand-related costs...
associated with the pipeline assets that will be used to transport gas on behalf of the M17
shipper.

The rate design for each of the transportation options includes two parts. The first part of the
charge provides a contribution towards the recovery of Dawn-Parkway demand costs. The
Dawn-Parkway demand cost component of the rate is different if gas is transported a) easterly
from Dawn to Delivery Area or b) westerly from Kirkwall or Parkway to Delivery Area.
The second part of the charge provides a contribution to the recovery of Other Transmission
demand costs.

a)  *Dawn to Delivery Area*

To calculate the easterly demand charge from Dawn to the delivery area, Union adjusted the
current approved Rate M12/C1 Dawn-Parkway demand rate based on the distance from Dawn to
the Owen Sound lateral. This proration recognizes the distance gas would be required to travel
on the Dawn Parkway System on design day to serve the South Bruce expansion area. Of the
total 229 km distance of the Dawn Parkway System, the Owen Sound lateral is located
approximately 159 km from Dawn (or 70%). Based on current approved 2018 rates, Union
applied the distance-weighting of 70% to the $3.716/GJ Dawn-Parkway demand charge to set the
first part of the proposed Rate M17 Dawn to delivery area demand charge at $2.587/GJ. This
proposed pricing is consistent with Union’s OEB-approved cost allocation methodology of
Dawn-Parkway demand costs, which is based on easterly peaking distance weighted Design Day
demands on the Dawn Parkway System. The rate design is also consistent with the methodology
used to set Union’s Rate M16 east of Dawn demand charge.

The second part of the proposed transportation demand charge includes a contribution to the recovery of Other Transmission demand costs. In Union’s OEB-approved cost allocation study, the Owen Sound line is categorized as Other Transmission demand and is allocated to Union South in-franchise rate classes in proportion to Design Day demands. Union’s Other Transmission assets include all transmission assets other than those specifically identified as the Dawn Parkway System, the Panhandle system or the St. Clair system. Union calculated this part of the proposed transportation demand charge as the Other Transmission demand average unit rate of $1.844/GJ based on Union’s current approved rates. This component of Union’s proposed rate design provides for a reasonable contribution to the recovery of fixed costs associated with the assets used to provide the transportation service from the Dawn Parkway System to the delivery area.

The total proposed Rate M17 Dawn to Delivery Area firm transportation demand rate of $4.431/GJ, based on current approved 2018 rates, is the sum of the Dawn-Parkway and Other Transmission components described above. The detailed calculation of the proposed Rate M17 Dawn to Delivery Area firm transportation demand charge is provided in Table 1.
Table 1
Derivation of Rate M17 Dawn to Delivery Area Firm Transmission Demand Charge
($/GJ/day/month)

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Particulars</th>
<th>[\text{$/GJ/day/month}]</th>
</tr>
</thead>
</table>
| 1       | Dawn-Parkway Demand  
Rate M12/C1 Dawn to Parkway firm demand charge  
with Dawn compression (1) | 3.716 |
| 2       | Distance - Dawn to Owen Sound lateral (km) | 159.39 |
| 3       | Distance - Dawn to Parkway (km) | 228.94 |
| 4       | Distance weighted Dawn to Parkway demand charge  
(line 1 * line 2 / line 3) | 2.587 |
| 5       | Other Transmission Demand  
Other Transmission Demand costs ($000's) (2) | 56,582 |
| 6       | Other Transmission Design Day demand (TJ) (3) | 30,688 |
| 7       | Other Transmission Demand average unit rate  
(line 6 / line 7) | 1.844 |
| 8       | Total Dawn to Delivery Area Demand Charge  
(line 4 + line 7) | 4.431 |

Notes:
(1) EB-2017-0087, Rate Order, Appendix A, p.14, line 2, column (c).
(2) EB-2011-0210, Exhibit G3, Tab 2, Schedule 17, Updated for OEB Decision. Total Union South in-franchise Other Transmission demand costs, updated for 2014-2018 OEB-Approved IRM adjustments.
(3) EB-2011-0210, Exhibit G3, Tab 5, Schedule 21, pp. 10-12, Updated for OEB Decision. 2013 OEB-Approved Other Transmission Design Day demand of 67,745 \(10^3\) m\(^3\) x 12, converted based on the 2013 OEB-Approved Union South heat value of 37.75 GJ/10\(^3\) m\(^3\).
b) Parkway or Kirkwall to Delivery Area

Union is proposing a common westerly Parkway or Kirkwall to delivery area demand charge. To calculate the proposed demand charge, Union combined the current approved Rate C1 westerly Dawn-Parkway demand charge for transportation from Parkway to Dawn of $0.874/GJ\(^7\) to the average Other Transmission demand charge of $1.844/GJ, described in part a) above. The total proposed westerly Rate M17 transportation demand charge from Parkway or Kirkwall to the delivery area is $2.719/GJ, based on current approved 2018 rates.

iii) Commodity Charges

Rate M17 fuel ratios will be set to recover the costs associated with the compressor fuel that Union will incur to transport the gas on behalf of the shipper. Rate M17 fuel ratios will be set based on the current approved Rate C1 seasonal fuel ratios. For service from Dawn to the delivery area, Union is proposing to set the fuel ratios to be the same as Rate C1 Dawn-Kirkwall to provide a contribution to the recovery of UFG and the applicable compressor fuel requirements of the Dawn Parkway transmission system (at Dawn, Lobo and Bright compressors). The proposed Rate M17 fuel ratio for winter and summer transportation is 0.764% and 0.319%, respectively, based on current approved 2018 rates.

For transportation from Parkway or Kirkwall to the delivery area, fuel ratios will be set at the current approved Rate C1 Parkway to Dawn and Rate C1 Kirkwall to Dawn fuel ratios. The proposed Rate M17 fuel ratios for Parkway to the delivery area for winter and summer are

\(^7\) EB-2017-0087, Rate Order, Appendix A, p.15, line 28, column (c).
0.158% and 0.301%, respectively. The proposed Rate M17 fuel ratio for Kirkwall to the
delivery area for both winter and summer is 0.158%, based on current approved 2018 rates.

iv) Authorized Overrun Charges

Union is proposing to permit authorized overrun at its discretion. The authorized overrun rates
will include the commoditized demand charge for each of the respective Rate M17 transportation
paths. The proposed authorized overrun fuel ratios will be set at the current Rate C1 authorized
overrun fuel ratios for Dawn-Kirkwall, Parkway-Dawn and Kirkwall-Dawn. This rate design is
consistent with the Rate C1 authorized overrun rates.

v) Balancing Service Fees

Balancing service fees will be set consistent with Union’s LBA service option available to gas
distributors under Rate M12. The LBA service fees are consistent with TransCanada’s tariff for
balancing services. The LBA fees are structured to provide financial incentive for a shipper to
actively manage daily and cumulative imbalances resulting from variances between the shippers’
scheduled deliveries and measured quantities at the delivery area, in a timely manner. Provided
the daily and cumulative imbalances fall within the minimum tolerances specified in the LBA,
no charges are incurred by the shippers. However, should either the daily or the cumulative
minimum tolerance be exceeded, shippers will be subject to the tiered daily and/or cumulative
charges as outlined in the LBA. Balancing service fee net revenues flow through the Short Term
Storage and Other Balancing Services deferral account (179-070).
E. Proposed Modification to Rate M9 and Rate T3 Rate Schedules

As described in Section A, Union’s proposed Rate M17 service offering provides gas distributors with access to competitive storage options by allowing transportation to the delivery area from Dawn, Kirkwall or Parkway, which is similar to services offered to other gas distributors that utilize ex-franchise transportation services. The Rate M17 service offering is different than the existing bundled and semi-unbundled services under Rate M9 and Rate T3 that were available to gas distributors at the time of the NGEIR Decision. In accordance with the NGEIR Decision, Union proposes to grandfather the existing gas distributors taking service under the Rate M9 and Rate T3 rate schedules and limit the applicability of the rate schedules to existing gas distributors. Although Union is proposing to limit Rate M9 and Rate T3 to existing customers, those customers are eligible to take service under Rate M17. A blackline version of the Rate M9 and Rate T3 rate schedules is provided at Schedule 3.
South Bruce Expansion Area

Legend

- Major Roads and Highways
- Municipality of Arran-Elderslie (EB-2016-0137)
- Municipality of Kincardine (EB-2016-0138)
- Township of Huron-Kinloss (EB-2016-0139)
- Municipal and Township Boundaries
- First Nation Areas
TRANSPORTATION RATES

(A) Applicability

The charges under this rate schedule shall be applicable to a distributor in Union South who is located east of Dawn and who enters into a contract with Union for the transportation of gas for distribution to its customers. Transportation Services under this rate schedule is transportation on Union's pipeline facilities from any Applicable Receipt Point to the distributor's delivery area.

Applicable Receipt Points
Dawn*
Kirkwall
Parkway (TCPL)

* Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities) and Dawn (Vector).

(B) Rates

The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

1. Monthly Charge

A Monthly Charge shall be applied to each distributor and is applicable to such distributor's delivery area. Should a new delivery area be served under this rate schedule, a distributor specific charge would be established at that time.

<table>
<thead>
<tr>
<th>Monthly Charge</th>
<th>$ 1,998.71</th>
</tr>
</thead>
</table>

2. Firm Transportation

<table>
<thead>
<tr>
<th>Monthly Demand Charge(s)</th>
<th>Union Supplied Fuel</th>
<th>Shipper Supplied Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>(applied to daily contract demand)</td>
<td>Apr.1-Oct.31</td>
<td>Nov.1-Mar.31</td>
</tr>
<tr>
<td>Rate/GJ</td>
<td>Rate/GJ</td>
<td>Rate/GJ</td>
</tr>
</tbody>
</table>

- Dawn to Delivery Area
  - $4.431
  - $0.010
  - $0.024
  - 0.319%
  - 0.764%

- Kirkwall to Delivery Area
  - $2.718
  - $0.005
  - $0.005
  - 0.158%
  - 0.158%

- Parkway (TCPL) to Delivery Area
  - $2.718
  - $0.010
  - $0.005
  - 0.301%
  - 0.158%

3. Authorized Overrun

The Authorized Overrun rates are applied to any quantities transported in excess of the Contract parameters. Overrun will be authorized at Union’s sole discretion.

<table>
<thead>
<tr>
<th>Fuel and Commodity Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Supplied Fuel</td>
</tr>
<tr>
<td>Apr.1-Oct.31</td>
</tr>
<tr>
<td>Rate/GJ</td>
</tr>
</tbody>
</table>

- Dawn to Delivery Area
  - $0.176
  - $0.190
  - 0.939%
  - 1.384%
  - 0.146

- Kirkwall to Delivery Area
  - $0.114
  - $0.114
  - 0.778%
  - 0.778%
  - 0.089

- Parkway (TCPL) to Delivery Area
  - $0.119
  - $0.114
  - 0.921%
  - 0.778%
  - 0.089
4. Nomination Variances

Nomination variances shall be handled in accordance with the Shipper's Limited Balancing Agreement.

(C) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule “A”.

(D) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule “B”.

(E) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with Schedule “C”.

Effective
2019-01-01
Rate M17
Page 2 of 2
I.  **DEFINITIONS**

Capitalized terms not defined herein shall have the meaning given to them in the associated M17 Transportation Agreement or M17 Rate Schedule, as applicable, and except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

“**Authorized Overrun**” shall mean the amount by which Shipper’s Authorized Quantity exceeds the Contract Demand;  

“**Available Capacity**” shall mean at any time, Union’s remaining available capacity to provide Transportation Services;  

“**Average Heat Value**” means the average forecasted heating value of all gas to be received by Union for the applicable Delivery Area for the applicable period.  

“**Business Day**” shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;  

“**Contract**” shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;  

“**Contract Year**” shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;  

“**cricondentherm hydrocarbon dewpoint**” shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;  

“**cubic metre**” shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;  

“**Day**” shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;  

“**delivery**” shall mean any gas that is delivered by Union into Shipper’s possession, or to the possession of Shipper’s agent;  

“**Delivery Area**” shall mean the area in which the applicable Shipper Delivery Point(s) is/are located;  

“**Eastern Clock Time**” shall mean the local clock time in the Eastern Time Zone on any Day;  

“**Expansion Facilities**” shall mean any new facilities to be constructed by Union in order to provide Transportation Services;  

“**firm**” shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;  

“**Firm Hourly Quantity**” means the maximum quantity of gas that may flow during any hourly period;  

“**gas**” shall mean gas as defined in the **Ontario Energy Board Act, 1998**, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;  

“**gross heating value**” shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the
temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

“Interconnect Operating Agreement” shall mean the interconnect operating agreement between Shipper and Union required to facilitate the Transportation Services;

"Interconnecting Pipeline" shall mean a transportation pipeline that directly connects to the Union pipeline system; provided however, that an interconnection to Union's pipeline system for the purposes of receiving Transportation Services shall not classify Shipper as having an Interconnecting Pipeline.

“Interruptible Service HUB Contract” shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"interruptible service" or "Interruptible" shall mean service subject to curtailment or interruption, after notice, at any time;

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

“Limited Balancing Agreement” shall mean the limited balancing agreement between Shipper and Union required to facilitate the Transportation Services;

"m³" shall mean cubic metre of gas and “10³m³” shall mean 1,000 cubic metres of gas;

“Month” shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

“NAESB” shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

“Open Season” or “open season” shall mean an open access auction or bidding process held by Union as a method of allocating capacity;

"pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

"receipt" shall mean any gas that is delivered into Union’s possession, or the possession of Union’s agent;

“Shipper” shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

“Taxes” shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

“TCPL” means TransCanada PipeLines Limited;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.
II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper’s gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union’s sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
   a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interfere with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
   d. shall not contain more than two point zero (2.0) mole percent of carbon dioxide in the gas,
   e. shall not contain more than zero point four (0.4) mole percent of oxygen in the gas,
   f. shall not contain more than zero point five (0.5) mole percent of carbon monoxide in the gas,
   g. shall not contain more than four point zero (4.0) mole percent of hydrogen in the gas,
   h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
   i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
   j. shall have Wobbe Number from forty seven point five (47.5) megajoules per cubic metre of gas to fifty one point fourty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

3. Non-conforming Gas: In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.

4. Quality of Gas Received: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline’s general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in herein.

III. MEASUREMENTS

1. Transportation, and/or Unit: The unit of the gas delivered to Union shall be a gigajoule. The unit of gas transported by Union shall be a gigajoule. The unit of gas delivered by Union shall be a gigajoule or a cubic metre (m³) or one thousand cubic metres (10³m³), at Union’s discretion.

2. Determination of Volume and Energy:
SCHEDULE "A"

a. The volume and energy amounts determined under the Contract shall be determined in accordance with the 
   Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "Act") and the Electricity and Gas Inspection
   Regulations, SOR 86/131 (the “Regulations”), and any documents issued under the authority of the Act and
   Regulations and any amendments thereto.

b. The supercompressibility factor shall be determined in accordance with either the “Manual for Determination of
   Supercompressibility Factors for Natural Gas” (PAR Project NX-19) published in 1962 or with American Gas
   Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union’s discretion, all as amended
   from time to time.

c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement
   equipment designated in Article VII herein.

d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder
   from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices
   between Union and the Interconnecting Pipeline.

e. Where there is no site specific energy measurement, Union’s Average heat Value will be used to convert volumes
   to energy.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be
   covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection
   specified in the Contract, where possession of the gas changes from one party to the other as per Schedule “C”.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

1. Possession of Gas: Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt
   Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in
   control and possession of and responsible for all such gas from the time that such gas enters Union’s system until such gas
   is delivered to Shipper.

2. Liability: Shipper agrees that Union is not a common carrier and is not an insurer of Shipper’s gas, and that Union shall not
   be liable to Shipper or any third party for loss of gas in Union’s possession, except to the extent such loss is caused entirely
   by Union’s negligence or wilful misconduct.

VI. FACILITIES ON SHIPPER’S PROPERTY

1. Construction and Maintenance: Union may construct, maintain and operate on Shipper’s property at the Delivery Point a
   measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly
   measuring the gas delivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of
   Shipper as required by Union to install such facilities and to connect same to Union’s pipeline.

2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency)
   to Shipper or his duly authorized representative enter Shipper’s property for the purpose of constructing, maintaining,
   removing, operating and/or repairing station equipment.

3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and
   attached to the realty of Shipper, and Union may remove it upon termination of the Contract and will do so if so requested
   by Shipper.
VII. **MEASURING EQUIPMENT**

1. **Metering by Union:** Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.

2. **Metering by Others:** In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.

3. **Check Measuring Equipment:** Shipper may install, maintain and operate, at the Delivery Point such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the Delivery Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. **Rights of Parties:** The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of its owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.

5. **Calibration and Test of Measuring Equipment:** The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. **Preservation of Metering Records:** Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

7. **Error in Metering or Meter Failure at Delivery Point**

   In the event Union's meter is out of service, or registered inaccurately, the volume or quantity of gas shall be determined by Union as follows:

   a. by using the registration of any check meter or meter, if installed and accurately registering; or, in the absence of a. then;

   b. by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both a. and b., then;

   c. by estimating the quantity of gas delivered during periods under similar conditions when the meter was registering accurately.

VIII. **BILLING**

1. **Monthly Billing Date:** Union shall render bills on or before the tenth (10th) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are
unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

3. Amendment of Statements: For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20th) day of the month.

2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

   a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; and,

   b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend Services until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend Services because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing, Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill next following" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within three (3) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.
4. **Taxes:** In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.

5. **Set Off:** If Shipper shall, at any time, be in arrears under any of its payment obligations to Union under the Contract, then Union shall be entitled to reduce the amount payable by it to Shipper under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to Union. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper’s gas in Union’s possession, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union. Such gas shall be valued at the Day price for gas at Dawn as listed in Canadian Gas Price Reporter (or equivalent) for the Day of set off.

X. **ARBITRATION**

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. **FORCE MAJEURE**

1. **Definition:** The term *force majeure* as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. **Notice:** In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.

3. **Exclusions:** Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.

4. **Notice of Remedy:** The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.
5. **Obligation to Perform**: An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.

6. **Upstream or Downstream Force Majeure**: An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.

7. **Delay of Firm Transportation Services**: Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.

8. **Demand Charge Relief for Firm Transportation Services**: Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly Demand Charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly Demand Charge or equivalent pursuant to the M17 Rate Schedule divided by the number of days in the month for which such rate is being calculated.

9. **Proration of Firm Transportation Services**: If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

XII. **DEFAULT AND TERMINATION**

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI herein) which has not been waived by the other party, then and in every such case and as often as the same may happen, the non-defaulting party may give written notice to the defaulting party requiring it to remedy such default and in the event of the defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. **AMENDMENT**

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. **NON-WAIVER AND FUTURE DEFAULT**

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing
with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

XVI intentionally blank

XVII. RENEWALS

Contracts with an Initial Term of five (5) years or greater will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper at least two (2) years prior to the expiration thereof.

XVIII. SERVICE CURTAILMENT

1. Right to Curtail: Union shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of force majeure or when, in Union sole discretion, acting reasonably, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Union shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Union is unable to receive or deliver the quantities of Gas which Shipper has requested, then Union shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Union has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Union considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

The Priority ranking for all services utilizing Union Gas' storage, transmission and distribution system as applied to both in-franchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
2. In-franchise Interruptible Distribution services
3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
5. C1/M12 IT Transport and IT Exchanges at premium rates
6. C1/M12/M17 Overrun < = 20% of CD (Note 4)
7. Balancing (Direct Purchase) > 500 GJ/d
8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
9. C1/M12/M17 Overrun > 20% of CD
10. C1/M12 IT Transport and IT Exchanges at a discount
11. Late Nominations

Notes:
1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
3. Captures the majority of customers that use Direct Purchase balancing transactions.
4. Captures the majority of customers that use overrun.

2. **Capacity Procedures:** Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.

3. **Maintenance:** Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the Monthly Demand Charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

**XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES**

1. **Shipper's Warranty:** Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreement, Interconnect Operating Agreement and Limited Balancing Agreement.

2. **Financial Representations:** Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("Material Event");

   a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,

   b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,

   c. Shipper ceases to be rated by a nationally recognized agency; or,

   d. Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "Security"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of Monthly Demand Charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.
XX. MISCELLANEOUS PROVISIONS

1. Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.

2. Temporary Assignment: Temporary Assignment: Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing a Facilitating Agreement. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assigned Quantity to the extent that Assignee fails to do so.

3. Title to Gas: Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

4. Limited Balancing Agreement and Interconnect Operating Agreement: Shipper shall be required to have a Limited Balancing Agreement and Interconnect Operating Agreement with Union to enable the provision of Transportation Services, such agreements to expire no earlier than the day the Contract expires.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

This Article XXI is only applicable if Union is not required to build Expansion Facilities.

1. Union Conditions: The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,

   b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services; and,

   c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,

   d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement"), a Limited Balancing Agreement and an Interconnect Operating Agreement.

2. Shipper Conditions: The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement, Interconnect Operating Agreement and Limited Balancing Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,
b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,

c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.

3. Satisfaction of Conditions: Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfill the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.

4. Non-Satisfaction of Conditions: If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.
**SCHEDULE "B"**

**RATE M17 NOMINATIONS**

1. For Transportation Services required on any Day under the Contract, Shipper shall provide Union with details regarding the quantity of Gas it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").

2. All Nominations shall be submitted by electronic means via Unionline. Union, in its sole discretion, may amend or modify the nominating procedures or Unionline at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in Unionline.

3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantities Available") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("Revised Nomination") to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.

4. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.

5. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.

6. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.

7. All Services are required to be nominated in whole Gigajoules (GJ).

8. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.

9. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".

10. The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20th) of the quantity received for that day. Union shall have the right to limit Transportation Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20th) of the quantity received.
handled for that day, for each applicable Transportation Service.

11. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to Limited Balancing Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

12. Shipper may designate via Unionline access request form, a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Union shall only accept nominations from the agent. Any such designation, if acceptable to Union, shall be effective following the receipt and processing of the written notice and will remain in effect until revoked in writing by Shipper.
RATE M17
RECEIPT AND DELIVERY POINTS AND PRESSURES

1. Receipt Points

The following defines each Receipt Point:

**DAWN (FACILITIES):** Union’s Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton.

**DAWN (TCPL):** At the junction of Union’s and TCPL’s facilities, at or adjacent to Dawn (Facilities).

**DAWN (VECTOR):** At the junction of Union’s and Vector Pipeline Limited Partnership’s ("Vector") facilities, at or adjacent to Dawn (Facilities).

**PARKWAY (TCPL):** At the junction of Union’s and TCPL’s facilities, at or adjacent to Union’s facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga).

**KIRKWALL:** At the junction of Union’s and TCPL’s facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.

2. Delivery Points:

Delivery Points will be as set out in Schedule 1 of the Contract.

3. Receipt and Delivery Pressures:

(a) All gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point at Union’s prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline, as amended or restated from time to time.

(b) All gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point at such pressure as per the Interconnect Agreement between Union and Shipper, as amended or restated from time to time.

(c) Under no circumstances shall Union be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.
LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

a) who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers; and

b) who agrees to take or pay for an annual quantity of at least two million cubic metres; and

c) who commenced and continued service under Rate M9 prior to January 1, 2019.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

(i) A Monthly Demand Charge of established daily demand determined in accordance with the service contract, such demand charge to be computed on a calendar month basis and a pro-rata charge to be made for the fraction of a calendar month which will occur if the day of first regular delivery does not fall on the first day of a month. 23.5428 ¢ per m³

(ii) A Delivery Commodity Charge for gas delivered of 0.1544 ¢ per m³ and a Delivery - Price Adjustment of 0.0240 ¢ per m³

Cap-and-Trade Charges (in addition to Delivery Commodity Charge)

Cap-and-Trade Facility-Related Charge 0.0240 ¢ per m³

(iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.
(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer’s contractual rights, for which authorization has been received, the customer will be charged at the identified authorized overrun delivery charge. Overrun will be authorized by Union at its sole discretion.

Unauthorized:

For all quantities on any day in excess of 103% of the customer’s contractual rights, for which authorization has not been received, the customer will be charged at the identified unauthorized overrun delivery charge.

| Authorized Overrun Delivery Charge | 0.9284 $ per m³ |
| Unauthorized Overrun Delivery Charge | 36.0000 $ per m³ |

Cap-and-Trade Charges (in addition to Delivery Charge)

| Cap-and-Trade Facility-Related Charge | 0.0240 $ per m³ |

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.
STORAGE AND TRANSPORTATION RATES FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability
Available to customers in Union’s Southern Delivery Zone.

(B) Applicability
To a Distributor:

a) whose minimum annual transportation of natural gas is 700,000 m\(^3\) or greater; and

b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and

c) who has meters with electronic recording at each Point of Redelivery; and

d) for whom Union has determined transportation and/or storage capacity is available; and

e) who commenced and continued service under Rate T3 prior to January 1, 2019.

(C) Rates
The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

<table>
<thead>
<tr>
<th>STORAGE SERVICE:</th>
<th>Demand Rate/GJ/mo</th>
<th>Commodity Rate/GJ</th>
<th>For Customers Providing Their Own Compressor Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Annual Firm Storage Space</td>
<td>Applied to contracted Maximum</td>
<td>$0.011</td>
<td></td>
</tr>
<tr>
<td>b) Annual Firm Injection/Withdrawal Right:</td>
<td>Applied to the contracted Maximum</td>
<td>$1.429</td>
<td>$1.184</td>
</tr>
<tr>
<td>Union provides deliverability Inventory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer provides deliverability Inventory (4)</td>
<td></td>
<td>$1.184</td>
<td></td>
</tr>
<tr>
<td>c) Incremental Firm Injection Right:</td>
<td>Applied to the contracted Maximum</td>
<td>$1.184</td>
<td></td>
</tr>
<tr>
<td>d) Annual Interruptible Withdrawal Right:</td>
<td>Applied to the contracted Maximum</td>
<td>$1.184</td>
<td></td>
</tr>
<tr>
<td>e) Withdrawal Commodity</td>
<td>Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity</td>
<td>$0.021</td>
<td>0.408%</td>
</tr>
<tr>
<td>f) Injection Commodity</td>
<td>Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity</td>
<td>$0.021</td>
<td>0.408%</td>
</tr>
<tr>
<td>g) Short Term Storage / Balancing Service Maximum</td>
<td>$6.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.

3. Annual Firm Storage Space

   The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

   3.1 Aggregate Excess

   Aggregate excess is the difference between the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

   3.2 Obligated daily contract quantity multiple of 15

   Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

   Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

   The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

   Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.

7. Deliverability Inventory being defined as 20% of annual storage space.

8. Short Term Storage / Balancing Service is:

   i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union’s storage facilities, OR
   ii) short-term firm deliverability, OR
   iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for this service, the matters that are to be considered include:

   i) The minimum amount of storage service to which a customer is willing to commit,
   ii) Whether the customer is contracting for firm or interruptible service during Union’s peak or non-peak periods,
   iii) Utilization of facilities, and
   iv) Competition.
TRANSPORTATION CHARGES:

<table>
<thead>
<tr>
<th>Demand Charge</th>
<th>Union Providing Compressor Fuel</th>
<th>For Customers Providing Their Own Compressor Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate/m³/mo</td>
<td>Rate/m³</td>
<td>Rate/m³</td>
</tr>
</tbody>
</table>

a) Annual Firm Transportation Demand
   Applied to the Firm Daily Contract Demand
   Rate: 17.9898¢

b) Firm Transportation Commodity
   Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery
   Cap-and-Trade Charges (in addition to Transportation Commodity Charge)
   - Cap-and-Trade Facility-Related Charge
     Rate: 0.0240¢

Notes:
1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

SUPPLEMENTAL CHARGES

Rates for supplemental services are provided in Schedule "A".

Notes:
1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE

1. Annual Storage Space

   Authorized
   
   Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at its sole discretion.

   Unauthorized
   
   If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be $6.000 per GJ applied to the greatest excess for each occurrence.

   If on any Day, the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union’s approved weighted average cost of gas. If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.
2. Injection, Withdrawals and Transportation

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

<table>
<thead>
<tr>
<th>Storage Injections</th>
<th>$0.083/GJ</th>
<th>0.881%</th>
<th>$0.055/GJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage Withdrawals</td>
<td>$0.083/GJ</td>
<td>0.881%</td>
<td>$0.055/GJ</td>
</tr>
<tr>
<td>Transportation</td>
<td>0.7092 ¢/m³</td>
<td>0.412%</td>
<td>0.6581 ¢/m³</td>
</tr>
<tr>
<td>Cap-and-Trade Charges (in addition to Transportation Charge)</td>
<td>0.0240 ¢/m³</td>
<td>0.0240 ¢/m³</td>
<td></td>
</tr>
</tbody>
</table>

Unauthorized

For all quantities on any Day in excess of 103% of the customer’s contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate.

| Unauthorized Overrun Storage Injections and Withdrawals Charge | $9.257 per GJ |
| Unauthorized Overrun Transportation Charge | $36.0000 per m³ |
| Cap-and-Trade Charges (in addition to Transportation Charge) | 0.0240 ¢ per m³ |

3. Short Term Storage Services

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

<table>
<thead>
<tr>
<th>Firm Service Rate/GJ</th>
<th>$6.000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space</td>
<td>$6.000</td>
</tr>
<tr>
<td>Injection / Withdrawal Maximum</td>
<td>$6.000</td>
</tr>
</tbody>
</table>
OTHER SERVICES & CHARGES

1. Monthly Charge

In addition to the rates and charges described previously for each Point of redelivery a Monthly Charge shall be applied to each specific customer as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Kitchener</td>
<td>$19,843.96</td>
</tr>
<tr>
<td>NRG</td>
<td>$3,046.25</td>
</tr>
<tr>
<td>Six Nations</td>
<td>$1,015.42</td>
</tr>
</tbody>
</table>

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. Diversion of Gas

The availability of the right to divert gas will be based on Union’s ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

4. Parkway Delivery Commitment Incentive (“PDCI”)

For all Parkway Delivery Obligation (“PDO”) volumes delivered to Union.

<table>
<thead>
<tr>
<th>PDCI</th>
<th>Rate/GJ</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(0.156)</td>
</tr>
</tbody>
</table>

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.
NOTICE OF MOTION

Received from Mayor Driscoll

That the Township of Mapleton Council direct staff to investigate and report back on the cost of procuring and installation of three (3) sets of solar panel awareness signs (6 in total).

Neil Driscoll
Mayor, Township of Mapleton
7153 Sideroad 12
R. R. # 2 Moorefield, ON  N0G 2K0
<table>
<thead>
<tr>
<th>Subject for Action</th>
<th>Dept.</th>
<th>Anticipated Response Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Capacity (long term and short term)</td>
<td>CAO &amp; OR DPW</td>
<td></td>
<td>Received re-rating to 900 cm per day. Now working with CIMA to plan for 1300 cm per day. At the preliminary stages, heard discussions from SAGR and Veolia, trying to get tour of MBR facility.</td>
</tr>
<tr>
<td>Columbarium</td>
<td>DPW</td>
<td></td>
<td>A master plan for the cemetery prior to implementation of Columbarium has been completed. Council Report will follow in late 2018.</td>
</tr>
<tr>
<td>Community Grant Program</td>
<td>CAO</td>
<td></td>
<td>Report on options presented to Council on December 13, 2016. Policy to be formalized.</td>
</tr>
<tr>
<td>Council Video Recording</td>
<td>CAO &amp; CLK</td>
<td></td>
<td>iCompass presentation June 12, 2018. Contract has been signed. Planning has commenced.</td>
</tr>
<tr>
<td>Development Charges</td>
<td>SMT</td>
<td></td>
<td>New Study in 2019.</td>
</tr>
<tr>
<td>Asset Management Plan Update</td>
<td>DF &amp; OR DPW</td>
<td></td>
<td>Working with Watson and Associates to gather information. Once we gather proper numbers for 10 year capital forecast we will work with them to properly update the plan. Received confirmation of 80% funding approval in the amount of $41,440 from FCM to assist with the continued development of a sustainable asset management plan and associated policies and procedures. Project end date; July 8, 2019.</td>
</tr>
<tr>
<td>Former Rail Crossing of Conestogo River</td>
<td>CAO</td>
<td></td>
<td>Follow up with GRCA undertaken verbally on November 16, 2016 with GRCA. GRCA &amp; Township to consider strategies to address issue. GCRA and Township staff discussed bring issue to federal MP's.</td>
</tr>
<tr>
<td>Cemetery By-law</td>
<td>CLK &amp; DPW</td>
<td></td>
<td>Staff preparing draft bylaw for Council review.</td>
</tr>
</tbody>
</table>
THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2018-072

Being a by-law to confirm all actions and proceedings of the Council of the Corporation of the Township of Mapleton

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c. 25 (hereinafter called “the Act”) provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality’s capacity, rights, powers and privileges under section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. All actions and proceedings of the Council of the Corporation of the Township of Mapleton taken at its meetings held on Tuesday, September 25, 2018, except those taken specifically by By-law and those required by law to be done by Resolution only are hereby sanctioned, confirmed and adopted as though they were set out herein.

2. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to do all things necessary to give effect to the foregoing.

3. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to execute all documents required by law to be executed by them as may be necessary in order to implement the foregoing and the Clerk, or in his/her absence, the Deputy Clerk, is hereby authorized and directed to affix the seal of the Corporation to any such documents.

READ a first, second and third time on Tuesday, September 25, 2018.

___________________________________________
Mayor Neil Driscoll

___________________________________________
Clerk Barb Schellenberger