

THE CORPORATION OF THE TOWN OF MIDLAND
GENERAL COMMITTEE MEETING



Monday, May 11, 2015

Available in an accessible
format upon request

7:00 p.m.
COUNCIL CHAMBERS
Chair – Deputy Mayor Mike Ross

AMENDED
AGENDA

DECLARATIONS OF PECUNIARY INTEREST

SECTION A – ADMINISTRATIVE MATTERS

(To be referred to the Chair, Councillor J. Contin)

1. [ML-2015-4 Municipal Law Enforcement Officer's Investigative Report – March 2015](#)
Report dated April 9, 2015, from J. Reichheld, Municipal Law Enforcement Officer.
2. [ML-2015-5 Municipal Law Enforcement Officer's Investigative Report – April 2015](#)
Report dated May 4, 2015, from J. Reichheld, Municipal Law Enforcement Officer.
3. [ML-2015-6 OSPCA Request for Payment](#)
Report dated May 4, 2015, from J. Reichheld, Municipal Law Enforcement Officer, recommending that Council deny the requested payment to the OSPCA.
4. [CL-2015-22 Audit Committee](#)
Report dated May 4, 2015, from A. Fay, Director of Corporate Services/Clerk/Deputy CAO, recommending that staff be directed to bring forward a by-law to amend the Annual Audit Meeting section of By-law 2010-42 being the Rules of Procedure for Council and its Committees; and further that notice of the proposed changes be prepared in accordance with the Town's Notice By-law being By-law 2009-20; and further that staff be directed to bring forward a by-law to amend By-law 2014-1 being the by-law to establish and adopt the Terms of Reference for the Audit Committee; and further that said by-laws be brought forward to the May Council meeting for consideration.
5. [CL-2015-25 Indemnification By-law](#)
Report dated May 4, 2015, from A. Fay, Director of Corporate Services/Clerk/Deputy CAO, recommending that staff be directed to bring forward a new draft Indemnification By-law to a future meeting for consideration of Council.
6. [CL-2015-26 Local Government Week](#)
Report dated April 7, 2015, from K. Desroches, Deputy Clerk, requesting direction from Council on how to proceed.
7. [CL-2015-27 Miss Midland Lease](#)
Report dated May 5, 2015, from A. Fay, Director of Corporate Services/Clerk/Deputy CAO, recommending that Council approve the extension of the terms of the previous lease agreement with Midland Tours authorized by by-law 2014-17 until such time as a new lease has been executed by both parties; and further that the terms related to rent be subject to the approval of both parties at a later date.

8. [CL-2015-28 Municipal Leases](#)
Report dated May 5, 2015, from A. Fay, Director of Corporate Services/Clerk/Deputy CAO, requesting direction on how to proceed with municipal leases moving forward.
9. [Habitat for Humanity](#)
Letter dated April 28, 2015, from Ms. E. Froot, Chief Executive Officer, and Mr. D. Lorriman, Property Acquisition Chair, North Simcoe Chapter, requesting that the Town consider donating the property at 808 Birchwood Drive as a site to build a Habitat home.
10. [Library Board Member Resignation](#)
Letter dated May 6, 2015, from Mr. D. Derasp, member, advising of his resignation from the Library Board.

SECTION B – FIRE / SPECIAL EVENTS, CULTURE AND TOURISM MATTERS
(To be referred to the Chair, Deputy Mayor M. Ross)

1. [Fire Department Activity Report](#)
Report from T. Toole, Deputy Fire Chief, providing an information report for the month of April 2015.
2. [PR 2015-26 Tourism and Special Events Report](#)
Report dated May 11, 2015, from N. Major, Tourism and Special Events Manager, providing information regarding tourism and special events initiatives.

SECTION C – OPERATIONS / ENGINEERING MATTERS
(To be referred to the Chair, Councillor P. File)

1. [OP-2015-13 Monthly Report on Waterworks April 2015](#)
Report dated May 6, 2015, from J. Beauchamp, Compliance Officer, outlining various items for the month of April 2015.
2. [OP-2015-14 Pending Tenders – Asphalt Paving – Sidewalk Reconstruction](#)
Report dated May 6, 2015, from S. Berriault, Director of Operations, providing information with respect to pending tenders.

SECTION D – OTHER BUSINESS

(To be referred to Council's Representative on the Library Board, Councillor S. Strathearn)

1. [Midland Public Library – Report to Council](#)
Report from B. Molesworth, CEO/Chief Librarian, for May 2015.



STAFF REPORT

DEPARTMENT/FUNCTION: Municipal Law Enforcement

CHAIR: Councillor J. Contin

DATE: April 9, 2015

REPORT NO.: ML-2015-04

SUBJECT: March MLEO report.

RECOMMENDATION:

Report submitted for your information.

By-law	Received this Month	Year to Date
Animal Control	4	5
Burning		
Clean Yards	4	6
Heavy Garbage		
Dumping/Littering	4	11
Long Grass		
Noise	2	6
Leaves		
Pool Fence		
Property Standards	1	5
Sign	6	11
Zoning		4
Snow	2	41
Taxi(complaints)		
Parking	4	6
Police Assist		
Other	4	19
TOTAL	31	114

Please note that complete revenue totals for March will be reflected in the April report. A total of 141 parking tickets were written in the month of March.

Prepared by: Jim Reichheld, Municipal Law Enforcement Officer

Reviewed by: Andrea Fay, Director of Corporate Services/Clerk



STAFF REPORT

DEPARTMENT/FUNCTION: Municipal Law Enforcement

CHAIR: Councillor J. Contin

DATE: May 4, 2015

REPORT NO.: ML-2015-05

SUBJECT: April MLEO report.

RECOMMENDATION:

Report submitted for your information.

By-law	Received this Month	Year to Date
Animal Control	3	8
Burning		
Clean Yards	14	20
Heavy Garbage		
Dumping/Littering	2	13
Long Grass		
Noise	2	8
Leaves	3	3
Pool Fence		
Property Standards	8	13
Sign	4	15
Zoning	2	6
Snow		41
Taxi(complaints)	1	1
Parking	4	10
Police Assist		
Graffiti	6	6
Other	15	34
TOTAL	64	178

Please note that complete revenue totals for April will be reflected in the May report. A total of 81 parking tickets were written in the month of April.

Prepared by: Jim Reichheld, Municipal Law Enforcement Officer
Reviewed by: Andrea Fay, Director of Corporate Services/Clerk
Attachment

2015 Year to Year Totals

STREET PARKING - METER REVENUE

Year to Year Totals

1-60-395-0510-0341

	2015	2014	2013	2012
JANUARY	\$ 7,176.84	\$ 8,524.44	\$ 8,107.30	\$ 8,978.20
FEBRUARY	\$ 9,153.61	\$ 11,665.05	\$ 8,317.27	\$ 8,728.59
MARCH	\$ 9,750.72	\$ 9,555.64	\$ 12,445.35	\$ 10,627.99
APRIL	\$ 6,353.62	\$ 12,341.42	\$ 12,577.03	\$ 9,924.60
MAY	\$ -	\$ 13,654.04	\$ 11,145.36	\$ 11,015.29
JUNE	\$ -	\$ 13,211.43	\$ 13,474.72	\$ 11,446.02
JULY	\$ -	\$ 12,840.04	\$ 15,201.06	\$ 11,955.38
AUGUST	\$ -	\$ 17,359.22	\$ 19,787.81	\$ 14,528.73
SEPTEMBER	\$ -	\$ 10,517.59	\$ 10,538.10	\$ 8,354.68
OCTOBER	\$ -	\$ 11,078.10	\$ 13,110.63	\$ 11,622.81
NOVEMBER	\$ -	\$ 10,119.50	\$ 9,921.56	\$ 11,271.93
DECEMBER			\$ 10,293.21	\$ 3,508.84
TOTAL	\$ 32,434.79	\$ 130,866.46	\$ 144,919.41	\$ 121,963.07



STAFF REPORT

DEPARTMENT: Municipal Law Enforcement

CHAIR: Councillor Jack Contin

DATE: May 4, 2015

SUBJECT: ML-2015-6 OSPCA REQUEST FOR PAYMENT

RECOMMENDATION:

THAT COUNCIL DENY THE REQUESTED PAYMENT TO THE OSPCA.

BACKGROUND:

Midland Police Service, accompanied by Huronia Animal Control attended 343 Hugel Avenue on July 27, 2013 for a sudden death investigation. At that time our Animal Control Officer discovered several cats were living in the residence. The Animal Control Officer met with the homeowner at that time and discussed the number of cats, and the fact that it was in violation of our Animal Control By-law. By-law 2013-79 restricts the number of cats in a dwelling to a maximum of 2. The Enforcement Section 3 states that By-law 2013-79 shall be enforced by a Police Officer, Animal Control Officer, Municipal Law Enforcement Officer, duly appointed for the purposes of enforcing the Town's by-laws. The OSPCA agents are not appointed to enforce our Animal Control by-law. Given the circumstances at the time, the homeowner was given time to deal with the death, and to contact Huronia Animal Control in the future to make arrangements for the cats and achieve compliance with the by-law.

Several weeks later the homeowner did contact Huronia Animal Control and was advised assistance would be provided to take a few cats at a time into the adoption program and any costs would be born by the homeowner. He was advised by our Animal Control Officer that it would be less expensive if he attempted to find homes for the cats on his own as well through newspaper ads, the internet, etc. The homeowner agreed to try and find new homes for the extra cats. Since that conversation Huronia Animal Control has received no complaints and had no reason not to believe the homeowner was not working towards compliance.

On November 28, 2014, the Midland By-law department was contacted by the OSPCA Major Case Management office to advise they are attending 343 Hugel Ave to remove the cats. I attended at approximately 12:00 to observe approximately 7 OSPCA agents and vehicles removing 65 cats from the residence.

Since being made aware of the request for payment by the OSPCA, The Animal Control Officer contacted the homeowner. It was explained that a social services department had contacted the OSPCA. An OSPCA agent attended the residence and requested that he surrender the cats. The homeowner advised that he agreed to surrender the cats but at no time was he advised of any costs associated.

ANALYSIS:

On April 14, 2015, the OSPCA Investigations branch submitted a letter to the Town via the CAO requesting the Town pay \$10,656.32 of the total costs of \$30,128.76 which they advise is the costs of 3 days care of the 14 days total.

Huronian Animal Control advises that if they were aware of the details given to the OSPCA, they could have affected the removal of the cats at no extra costs to the Town.

It is the opinion of staff that the situation could have been handled without the assistance of the OSPCA and therefore feel that the Town should not be required to pay the amount requested by the OSPCA.

FINANCIAL IMPACT:

Potential unbudgeted cost of \$10,656.32 if payment is authorized.

Attachment

Prepared by: Jim Reichheld, Municipal Law Enforcement Officer

Approved by: Andrea Fay, Director of Corporate Services/Clerk/Deputy CAO

16586 Woodbine Avenue, RR 3
Newmarket, ON L3Y 4W1



ONTARIO
SPCA
AND HUMANE SOCIETY
PROTECTING ANIMALS SINCE 1873

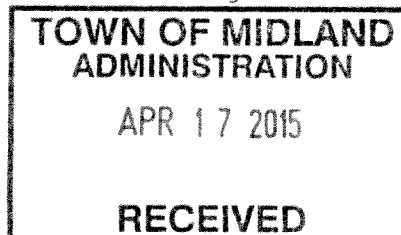
INVESTIGATIONS

Phone: 905-898-7122
Report Cruelty: 310-SPCA
Fax: 905-853-8643
Email: cruelty@ospca.on.ca
Website: ontariospca.ca

Charitable Registration # 88969 1044 RR0002

April 14th, 2015

The Honorable Carolyn Tripp
575 Dominion Ave.,
Midland, ON
L4R 1R2



Dear Council Member Tripp:

I am writing to you on behalf of the Ontario SPCA, Investigations Department. On November 28th, 2014 the Ontario SPCA was involved with a surrender of sixty-five (65) cats from [REDACTED] of 343 Hugel Ave in Midland. The cats were given over to the SPCA by [REDACTED] and as a result were bought into our care.

We are seeking your assistance with the financial burden the Ontario SPCA has had to endure do to the large number of cats that needed care. The Ontario SPCA is a registered charity and as such has limited funds.

Please find enclosed a copy of our statement of account for the surrendered cats. The total amount for a fourteen (14) day period was \$30,128.76. We would like help with three (3) days of the care, as this is the normal hold period under most bylaws. The cost for the Ontario SPCA to care for the cats, for the first three (3) days was \$10,656.32. The reason we are seeking your assistance is due to the Town of Midland bylaw 98-42 Section 2.1 which states no more than two cats shall be harboured, at any one time, in a dwelling unit located within the boundaries of the Town of Midland.

Please advise me of your decision.

Sincerely,

Alison Green
Ontario SPCA
Regional Inspector – Central Ontario
1-888-668-7722 ext. 339

██████████

██████████



Central Region Investigations Building Statement of Account

██████████ 343 Hugel Ave. Midland, ON. November 28, 2014 – owner surrender

(Day1) Friday November 28, 2014

65 animals brought to CRIB for triage

ID #s 1-65

#8, 27, 29, 32, 53, 58, 60, 61, 62 Euthanized upon Intake due to Feral behaviour

#63 under Quarantine for bite incident on the property

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

55 cats given medication.....\$550.00

FVRCP Vaccine

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 54, 55, 57, 59, 64, 65

Advantage Multi

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64, 65

Milbemax

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64, 65

Vet Invoice

North Simcoe Vet Services @ CRIB (Dr. Mike Irving – triage exams)

Invoice #204576\$1,760.22

Staffing Hours @ \$50.00/staff member/hour

9 staff members @ 9 hours\$4,050.00

Total \$7,760.22



Central Region Investigations Building
Statement of Account

~~XXXXXXXXXX~~

(Day 2) Saturday November 29, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

2 cats given medication..... \$20.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Vet Invoice

Midland Vet Services (prescriptions for #20 & #24)

Invoice #129078\$50.42

Mileage

to Midland Vet Services (14.2 km)\$5.68

Pick up prescriptions

Total \$1,476.10



Central Region Investigations Building
Statement of Account

(Day 3) Sunday November 30, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

2 cats given medication.....\$20.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Total \$1,420.00



Central Region Investigations Building Statement of Account

(Day 4) Monday December 1, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

2 cats given medication.....\$20.00

Baytril Otic (November 29 – December 9)
#24

Clavamox drops (November 29 – December 12)
#24

Vet Invoice

Buprenorphine (November 29 – December 9)
#20

North Simcoe Vet Services – clipper blade for #50
Invoice #204617\$31.28

Treatments:

Shave matted tail
#50 \$0

Total \$1,451.28



Central Region Investigations Building
Statement of Account

(Day 5) Tuesday December 2, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

2 cats given medication.....\$20.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Total \$1,420.00



Central Region Investigations Building
Statement of Account

(Day 6) Wednesday December 3, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

2 cats given medication.....\$20.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

FelV/FIV Snap Test:

2, 6, 20, 24 \$40.00

Vet Invoice

Dr. Mike Irving @ CRIB

ID#s 5, 15, 13, 24, 2

Invoice #204868 \$ 270.36

North Simcoe Vet Services

#20 eye enucleation surgery

Invoice #204871 \$367.25

Total \$2,097.61



Central Region Investigations Building
Statement of Account

(Day 7) Thursday December 4, 2014

Boarding @ \$25.00/kennel/day

56 kennels c/o CRIB \$1,400.00

Medications @ \$10.00/animal/day

55 cats given medication.....\$550.00

Baytril Otic (November 29 – December 9)
#24

Clavamox drops (November 29 – December 12)
#24

Buprenorphine (November 29 – December 9)
#20

Panacur Suspension

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10,11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30,
31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59,
64, 65

Treatments:

Ear cleaning and ear mite treatment, nail trim \$0
ID#s 1, 4, 6, 7, 10, 13, 14, 15, 20, 24, 26, 31, 41, 47, 49, 51, 52, 54, 55, 57, 65

Total \$1,950.00



Central Region Investigations Building Statement of Account

(Day 8) Friday December 5, 2014

Boarding @ \$25.00/kennel/day

55 kennels c/o CRIB \$1,375.00
ID#46 euthanized due to aggressive behaviour

Medications @ \$10.00/animal/day

54 cats given medication.....\$540.00

Baytril Otic (November 29 – December 9)
#24

Clavamox drops (November 29 – December 12)
#24

Buprenorphine (November 29 – December 9)
#20

Baytril Otic (December 5 – 14)
#1

Panacur Suspension
ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10,11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30,
31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64,
65

Vet Invoice

Midland Vet Services - #46 euthanasia \$ not charged for

Mileage

to Midland Vet Services (14.2 km)\$5.68
#46

Total \$1,920.68



Central Region Investigations Building Statement of Account

(Day 9) Saturday December 6, 2014

Boarding @ \$25.00/kennel/day

55 kennels c/o CRIB \$1,375.00

Medications @ \$10.00/animal/day

54 cats given medication.....\$540.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Baytril Otic (December 5 – 14)

#1

Panacur Suspension

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10,11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30,
31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64,
65

Treatments:

Ear cleaning

ID#s 1, 4, 6, 7, 10, 13, 14, 15, 20, 24, 26, 31, 41, 47, 49, 51, 52, 54, 55, 57, 65 \$0

Total \$1,915.00



Central Region Investigations Building
Statement of Account

(Day 10) Sunday December 7, 2014

Boarding @ \$25.00/kennel/day

55 kennels c/o CRIB \$1,375.00

Medications @ \$10.00/animal/day

54 cats given medication.....\$540.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Baytril Otic (December 5 – 14)

#1

Baytril Otic (December 7 – 16)

#64

Panacur Suspension

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10,11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30,
31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64,
65

Treatments:

Ear cleaning & ear mite treatment, nail trim

ID#s 2, 3, 5, 9, 11, 16, 17, 18, 21, 22, 23, 25, 30, 33, 34, 36, 37, 38, 39, 42, 44, 45, 48 \$0

Total \$1,915.00



Central Region Investigations Building
Statement of Account

(Day 11) Monday December 8, 2014

Boarding @ \$25.00/kennel/day

55 kennels c/o CRIB \$1,375.00

Medications @ \$10.00/animal/day

54 cats given medication.....\$540.00

Baytril Otic (November 29 – December 9)

#24

Clavamox drops (November 29 – December 12)

#24

Buprenorphine (November 29 – December 9)

#20

Baytril Otic (December 5 – 14)

#1

Baytril Otic (December 7 – 16)

#64

Baytril Otic (December 8 – 18)

#16, 49, 57

Surolan (December 8-18)

#14, 55

Panacur Suspension

ID#s 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30,
31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59, 64,
65

Total \$1,915.00



Central Region Investigations Building Statement of Account

(Day 12) Tuesday December 9, 2014

Boarding @ \$25.00/kennel/day

55 kennels c/o CRIB \$1,375.00
ID#s 9, 12, 15, 28, 35, 38, 41, 43, 47, 56, 59, 63, 65
euthanized today due to aggressive behavior/unadoptable
ID# 13 euthanized today due to medical condition

Medications @ \$10.00/animal/day

11 cats given medication.....\$110.00

Clavamox drops (November 29 – December 12)
#24

Buprenorphine (November 29 – December 9)
#20

Baytril Otic (December 5 – 14)
#1

Baytril Otic (December 7 – 16)
#64

Baytril Otic (December 8 – 18)
#16, 49, 57

Surolan (December 8-18)
#14, 55

Surolan (December 9 -19)
#24, 7

Vet Invoice

Dr. Mike Irving @ CRIB Invoice #204869 \$ 832.87

ID#s 9, 12, 15, 28, 35, 38, 41, 43, 47, 56, 59, 63, 65, 13 – euthanasia

ID#s 49, 54, 24, 57, 16, 4, 26, 7, 14, 25, 40, 42, 51, 44 - rechecks

Total \$2,317.87



Central Region Investigations Building Statement of Account

(Day 13) Wednesday December 10, 2014

Boarding @ \$25.00/kennel/day

41 kennels c/o CRIB \$1,025.00

Medications @ \$10.00/animal/day

11 cats given medication.....\$110.00

Clavamox drops (November 29 – December 12)

#24

Baytril Otic (December 5 – 14)

#1

Baytril Otic (December 7 – 16)

#64

Baytril Otic (December 8 – 18)

#16, 49, 57

Surolan (December 8-18)

#14, 55

Surolan (December 9 -19)

#24, 7

BNP Ointment (December 10 – 16)

#30

Total \$1,135.00



Central Region Investigations Building Statement of Account

(Day 14) Thursday December 11, 2014

Boarding @ \$25.00/kennel/day

41 kennels c/o CRIB \$1,025.00

Medications @ \$10.00/animal/day

41 cats given medication.....\$410.00

Clavamox drops (November 29 – December 12)

#24

Baytril Otic (December 5 – 14)

#1

Baytril Otic (December 7 – 16)

#64

Baytril Otic (December 8 – 18)

#16, 49, 57

Surolan (December 8-18)

#14, 55

Surolan (December 9 -19)

#24, 7

BNP Ointment (December 10 – 16)

#30

Surolan (December 11-17)

#45, 42, 5, 23, 44

Advantage Multi

ID#s – all cats in herd

Treatments:

Ear cleaning/ ear mite treatment, nail trim

ID#s 2, 6, 1, 44, 45, 42, 5, 23, 64, 34, 19, 37, 21, 22, 7, 39, 3, 52, 10 \$0

Total \$1,435.00



STAFF REPORT

DEPARTMENT/FUNCTION: Clerks

CHAIR: Councillor Jack Contin

DATE: May 4, 2015

REPORT NO.: CL-2015-22 Audit Committee

RECOMMENDATION:

That staff be directed to bring forward a by-law to amend the Annual Audit Meeting section of By-law 2010-42 being the Rules of Procedure for Council and its Committees;

And further that notice of the proposed changes be prepared in accordance with the Town's Notice By-law being By-law 2009-20;

And further that staff be directed to bring forward a by-law to amend By-law 2014-1 being the by-law to establish and adopt the Terms of Reference for the Audit Committee;

And further that said by-laws be brought forward to the May Council meeting for consideration.

BACKGROUND:

In early 2014, Council approved the creation of a Midland Audit Committee. The purpose of the committee is to be responsible for overseeing all material aspects of the Corporation's financial reporting, control and audit functions. The current procedural by-law needs to be amended to properly reflect this change. The Committees Terms of Reference also need to be updated to reflect what is occurring at the Committee level.

ANALYSIS:

Reference to the Annual Audit Meeting section within the Town's Procedural By-law (2010-42) needs to be amended to properly reflect the Midland Audit Committee. A copy of the draft amending by-law has been attached. Below please find both the current and proposed wording for your review:

- **Current** – 1. The Audit Committee (comprised of the Chair and Vice-Chair of the Administration Section) shall meet once annually with the Town's Audit Firm.
Proposed – 1. Delete

- **Current** – 2. All members of Council will be invited to attend this meeting should they so desire.
Proposed -2. Delete
- **Current** – 3. This annual meeting, pursuant to established audit standards, will include an agenda provision to give the Audit Committee and any other members of Council in attendance the opportunity to meet with the Audit Firm representative(s), without staff or the public in attendance, to relay any knowledge regarding actual, suspected or alleged fraud affecting the Corporation of the Town of Midland. This portion of the meeting will be held in camera.
Proposed – 3. The annual meeting with the Town’s Audit Firm shall be held pursuant to established audit standards. The meeting will include an agenda provision to give the Midland Audit Committee and any other members of Council in attendance the opportunity to meet with the Audit Firm representative(s), without staff or the public in attendance, to relay any knowledge regarding actual, suspected or alleged fraud affecting the Corporation of the Town of Midland. This portion of the meeting will be held in closed session.

The Terms of Reference (By-law 2014-42) also requires an update with respect to the following areas:

- **Current** - Member Selection – The Audit Committee shall review all applications based upon composition criteria and forward a recommendation to Council for appointment.
Proposed - Member Selection - Council shall review all applications based upon the composition criteria and appoint a member as required.
- **Current** - Appointments – The Committee members shall be appointed annually with all other municipal committees. The Committee shall review the Terms of Reference of the Committee prior to the last regularly scheduled Committee meeting of each calendar year and make any recommendations for amendments prior to the appointment of the new Committee.
Proposed - Appointments – The general public committee appointments will be for the four year term of Council. The two Council member appointments will be for a one year term. The Committee shall review the Terms of Reference of the Committee prior to the last regularly scheduled Committee meeting and make any recommendations for amendments prior to the appointment of the new Committee.
- **Current** - Meetings – Minutes shall be prepared and confirmed at the next meeting of the Audit Committee before being distributed to all Members of Council.
Proposed- Meetings – Minutes shall be confirmed at the next meeting of the Audit Committee. The draft minutes of the Audit Committee shall be provided to Council as information to ensure timely updates.

The draft by-law to amend the Terms of Reference for the Committee has also been attached to this report for your review.

FINANCIAL IMPACT:

Not applicable.

Attachments

Prepared by: Andrea D. Fay, Director of Corporate Services/Clerk/Deputy CAO
Reviewed by: Marc Villeneuve, Director of Finance/Treasurer
Approved by: Carolyn Tripp, CAO

THE CORPORATION OF THE TOWN OF MIDLAND

BY-LAW 2015-XX

A by-law to amend By-law 2010-42 being the Rules of Procedure
for Council and its Committees

WHEREAS Section 238 (2) of the *Municipal Act*, 2001, S.O. c.25 provides that a Council shall adopt a procedure by-law governing the calling, place and proceedings of meetings;

AND WHEREAS The Council of the Corporation of the Town of Midland established the Midland Audit Committee through By-law 2014-1;

AND WHEREAS Council has determined that the reference to the Annual Audit Meeting within the current Procedural By-law needs to be amended to reflect the newly established Midland Audit Committee;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF MIDLAND HEREBY ENACTS AS FOLLOWS:

1. That By-law 2010-42 be amended by removing Annual Audit Meeting under Section A – Council and Committee Meetings and replacing same with Midland Audit Committee.
2. That By-law 2010-42 be further amended by deleting 1 and 2 under Annual Audit Committee.
3. That By-law 2010-42 be further amended by deleting section 3 and replacing it with the following:
 1. The annual meeting with the Town's Audit Firm shall be held pursuant to established audit standards. The meeting will include an agenda provision to give the Midland Audit Committee and any other members of Council in attendance the opportunity to meet with the Audit Firm representative(s), without staff or the public in attendance, to relay any knowledge regarding actual, suspected or alleged fraud affecting the Corporation of the Town of Midland. This portion of the meeting will be held in closed session.
4. That this by-law shall come into force and effect on the final passage thereof.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25TH DAY OF MAY 2015.

THE CORPORATION OF THE TOWN OF MIDLAND

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF MIDLAND

BY-LAW 2015-XX

A by-law to amend By-law 2014-1 being a by-law to establish and adopt the Terms of Reference for an Audit Committee for the Town of Midland

WHEREAS Section 11 of the *Municipal Act*, 2001, S.O. c.25, as amended, in part provides that a lower-tier municipality may pass by-laws respecting the governance and structure of the municipality and its local board;

AND WHEREAS The Council of the Corporation of the Town of Midland established the Midland Audit Committee through By-law 2014-1;

AND WHEREAS Council has determined that the Terms of Reference related to the Midland Audit Committee need to be amended to better reflect what is occurring;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF MIDLAND HEREBY ENACTS AS FOLLOWS:

1. That Schedule "A" to By-law 2014-1 being the Terms of Reference be amended by deleting the second paragraph under Member Selection and inserting the following:
Council shall review all applications based upon the composition criteria and appoint a member as required.
2. That Schedule "A" to By-law 2014-1 being the Terms of Reference be further amended by deleting the paragraph under Appointments and inserting the following:
Committee members shall be appointed for the four year term of Council. The Committee shall review the Terms of Reference of the Committee prior to the last regularly scheduled Committee meeting and make any recommendations for amendments prior to the appointment of the new Committee.
3. That Schedule "A" to By-law 2014-1 being the Terms of Reference be further amended by deleting the last paragraph under Meetings and inserting the following:
Minutes shall be confirmed at the next meeting of the Audit Committee. The draft minutes of the Audit Committee shall be provided to Council as information to ensure timely updates.
4. That this by-law shall come into force and effect on the final passage thereof.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25TH DAY OF MAY 2015.

THE CORPORATION OF THE TOWN OF MIDLAND

MAYOR

CLERK



STAFF REPORT

DEPARTMENT/FUNCTION: Clerks

CHAIR: Councillor Jack Contin

DATE: May 4, 2015

REPORT NO.: CL-2015-25 Indemnification By-law

RECOMMENDATION:

That staff be directed to bring forward a new draft Indemnification By-law to a future meeting for consideration of Council.

BACKGROUND:

Council passed By-law 2003-72 (copy attached) being an Indemnification By-law on September 22, 2003. The purpose of this by-law was to provide for protection, defence and indemnification for members of Council and Staff when liability is incurred while acting on behalf of the Town.

During the last term of Council it became apparent that our current Indemnification By-law requires at a minimum some amendments although the recommendation from our Solicitor was that a new by-law should be created to provide some additional clarity with respect to Indemnification.

ANALYSIS:

In the past staff have prepared the majority of the municipal by-laws based on review of comparators while considering the Town's specific needs. Should Council wish to direct staff, we can prepare a draft Indemnification by-law based on a similar type of review. Our Solicitor who had been assisting the Town regarding Indemnification during the last term of Council has already obtained some sample by-laws and is willing to prepare a draft for Council's review should Council direct same.

This is the type of by-law that you hope will not have to be utilized but should we need to rely on it over this four year term of Council, staff recommend that a new by-law be created. The new by-law would incorporate those necessary changes based on the actual implementation of the current by-law during the last term.

FINANCIAL IMPACT:

If Council would like our Solicitor to prepare a draft Indemnification by-law for Council's review and approval we would incur costs of approximately \$2,000.

Attachment

Prepared by: Andrea D. Fay, Director of Corporate Services/Clerk/Deputy CAO

Reviewed by: Marc Villeneuve, Director of Finance/Treasurer

Approved by: Carolyn Tripp, CAO

TOWN OF MIDLAND

BY-LAW 2003-72

A by-law to provide for the protection, defence and indemnification for Members of Council and employees of the Town of Midland against liability incurred while acting on behalf of the Municipality and to repeal By-law 77-16

WHEREAS Section 279 of the Municipal Act, S.O. 2001, as amended, (the Act) provides that, despite the Insurance Act, a municipality may be or act as an insurer and may exchange with other municipalities in Ontario, reciprocal contracts of indemnity or inter-insurance in accordance with Part XII of the Insurance Act, and;

WHEREAS Council passed By-law 77-16 on the Fourteenth day of March, 1977, to indemnify its members and employees against liability which may arise as a result of their duties on behalf of the Municipality, and;

WHEREAS Council has considered the by-law and now deems it desirable to establish new provisions to provide an updated by-law to indemnify its members and employees against liability which may arise as a result of their duties on behalf of the Municipality.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF MIDLAND ENACTS AND BE IT ENACTED AS FOLLOWS:

DEFINITIONS

1. In this by-law, unless a contrary intention appears:

“action or proceeding” means an action or proceeding referred to in Section 5.

“Council” means the Council of The Corporation of the Town of Midland.

“employee” means any salaried officer, or any other person in the employ of the Municipality or of a local board and includes persons that provide their services on behalf of the Municipality without remuneration, exclusive of reimbursement of expenses or honoraria provided that such persons are appointees of the Municipality or volunteers acting under the direction of a person in the employ of the Municipality.

“former employee” means a person who was formerly an employee of the Municipality or local board.

“former member” means a person who was formerly a member of a Council of the Municipality or local board.

“individual” means a person who was a member of Council or was an employee, as the case may be, at the time the cause of action or proceeding arose or at the time that the act or omission occurred that gave rise to the action or proceeding, notwithstanding that prior to judgement or other settlement of the proceeding, the person may have become a former member or former employee.

“local board” means a municipal service board as defined by the Municipal Act, S.O. 2001;

“Town” and/or “Municipality” means The Corporation of the Town of Midland.

EXCLUDED ACTIONS AND PROCEEDINGS

2. This by-law does not apply to:
 - (a) an action or proceeding where the legal proceeding relates to a grievance filed under the provisions of a collective agreement or to disciplinary action taken by the Municipality as an employer;
 - (b) an action or proceeding brought under the Highway Traffic Act, R.S.O. 1990 as amended and the Criminal Code, R.S.C. 1985 as amended unless such proceedings arose as a result of the individual’s good faith pursuit or performance of the individual’s assigned duties;
 - (c) any expenses incurred by Members of Council or a local board in obtaining independent legal advice to pre-determine whether the member has a pecuniary interest in a matter which is the subject of a determination or consideration by Council or a local board as defined herein.

INDEMNIFICATION

3. (a) The Municipality shall indemnify an individual in the manner and to the extent provided by Section 4 in respect of any civil, criminal or administrative action or proceeding, including appeals, by a third party for acts or omissions arising out of the scope of the individual’s authority or within the course of the individual’s employment or office if:
 - i) the individual acted honestly and in good faith with a view to the best interests of the Municipality, and;
 - ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.
- (b) In the event that any determination is required as to whether an individual meets the requirements of this Section, the Municipality’s Chief Administrative Officer shall obtain legal advice as to the indemnification of the individual.

MANNER AND EXTENT OF INDEMNIFICATION

4. The Municipality shall indemnify an individual who meets the requirements of Section 3 by:
 - (a) assuming the cost of defending such individual in an action or proceeding,
 - (b) paying any damages or costs, including a monetary penalty, awarded against such individual as a result of an action or proceeding,

(c) paying, either by direct payment or by reimbursement, any expenses reasonably incurred by such an individual as a result of an action or proceeding, and

(d) paying any sum required in connection with the settlement of an action or proceeding,

to the extent that such costs, damages, expenses or sums are not assumed, paid or reimbursed under any provision of the Municipality's insurance program for the benefit and protection of such individual against any liability incurred by such individual.

PERSONS SERVED WITH PROCESS

5. Where an individual is served with any process issued out of or authorized by any court, administrative tribunal or other administrative, investigative or quasi-judicial body, other than a subpoena, in connection with any action or proceeding the individual shall forthwith deliver the process or a copy thereof to the Chief Administrative Officer, who shall in turn deliver a copy thereof to the Municipality's Solicitor.

LEGAL REPRESENTATION

6. Subject to paragraph 3:

a) It is understood that legal representation shall be provided by the Municipality's insurers or directly by the Municipality as the case may be.

b) The individual or individuals who are in receipt of any action or proceeding brought against them shall be consulted with respect to legal representation.

DUTY TO CO-OPERATE

7. An individual involved in any action or proceeding shall co-operate fully with the Municipality and any lawyer retained by the Municipality to defend such action or proceeding, shall make available to such lawyer all information and documentation relevant to the matter as are within his or her knowledge, possession or control, and shall attend at all proceedings when requested to do so by such lawyer.

FAILURE TO COMPLY WITH BY-LAW

8. If an individual fails or refuses to comply with the provisions of this by-law, the Municipality shall not be liable to assume or pay any of the costs, damages, expenses or sums arising from the action or proceeding and shall not be subject to the requirements of Section 4 of this by-law.

INSURANCE POLICIES

9. The Municipality maintains different policies of insurance for the Municipality and Members of Council, officers and employees. With respect to an action and/or legal proceedings being instituted against them, the provisions of this by-law are intended to supplement the protection provided by such policies of insurance.

APPEAL

10. Where an individual seeks to appeal a judgement in a covered action or proceeding, the Municipality shall have the sole discretion to determine whether an appeal should be pursued, and whether the cost of the appeal will be covered by this by-law. If an individual pursues an appeal without representation by the Municipality and is successful in that appeal, the Municipality shall have the sole discretion to determine whether the individual shall be indemnified for his or her legal fees.

REPEAL

11. By-law 77-16 is hereby repealed.

EFFECTIVE DATE

12. This By-law shall come into force and effect on the final passage thereof.

By-law read a first, second and third time and finally passed at a meeting of the Municipal Council of the Town of Midland this Twenty-second day of September, 2003.

Mayor

Clerk



STAFF REPORT

DEPARTMENT: Clerks

CHAIR: Councillor J. Contin

DATE: April 7, 2015

SUBJECT: CL-2015-26 Local Government Week

RECOMMENDATION:

That Council provide staff with direction on how to proceed.

BACKGROUND:

The Province of Ontario has proclaimed October 19 to 25, 2015, as Local Government Week. The purpose of this declaration is to increase awareness of the important role of municipal government in our communities. Municipalities are invited to celebrate Local Government Week by planning events that encourage youth and public engagement.

Over the years the Town of Midland has typically supported this initiative through a proclamation of its own.

ANALYSIS:

At its meeting held April 27, 2015, Council adopted the “Town of Midland – Council Strategic Planning Priorities 2014/2015 – 2018/2019” document identifying key priorities for the municipality for the next four years. Community Engagement was identified within the plan as a priority.

The following are initiatives that could be implemented to promote Local Government Week and encourage public engagement.

1. Prepare a webpage for the Town’s website highlighting Local Government Week and the role of local government in Ontario.
2. Place an ad in the Town Page highlighting Local Government Week and any planned activities.

Under the Ontario school curriculum Grade 5 and Grade 10 students are introduced to various forms of government. Should Council so desire, staff could contact the local schools to pursue additional options to engage youth.

CONCLUSIONS:

Staff is seeking Council's direction and suggestions on how to proceed.

FINANCIAL IMPACT:

Varies depending on initiatives implemented.

Prepared by: K. Desroches, Deputy Clerk

Reviewed by: A. Fay, Director of Corporate Services/Clerk/Deputy CAO

Approved by: C. Tripp, Chief Administrative Officer

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STAFF REPORT

DEPARTMENT/FUNCTION: Clerks

CHAIR: Councillor Jack Contin

DATE: May 5, 2015

REPORT NO.: CL-2015-27 Miss Midland Lease

RECOMMENDATION:

That Council approve the extension of the terms of the previous lease agreement with Midland Tours authorized by by-law 2014-17 until such time as a new lease has been executed by both parties;

And further that the terms related to rent be subject to the approval of both parties at a later date.

BACKGROUND:

The Miss Midland is owned and operated by Midland Tours Incorporated and they have been operating a tour boat within the Town for 33 years.

The Miss Midland draws a number of tourists into the Town on a yearly basis. When these tourists visit the Miss Midland they will often eat and shop within our Town as well as our neighbouring municipalities. In 2014, the boat had 17,000 passengers over 194 cruises. This number dropped from 2013 which had 19,000 passengers over 223 cruises. They indicated that they have noticed a significant drop in their passenger numbers over the years due to a number of extenuating circumstances.

Staff Report PR-2015-17 from the Director of Parks and Recreation was received as information during the March General Committee meeting. This report indicated that staff were in the process of negotiating with Midland Tours to bring forward their new lease for 2015.

ANALYSIS:

The Town's lease agreement with Midland Tours relates to a berthing position (108 feet) at the Town Dock for the Miss Midland as well a location for their sales kiosk. In 2014 Midland Tours paid rent in the amount of \$8,771.59 plus HST and they also paid property taxes in the amount of \$2,494.39. Their rental rate has increased by 1.7% from 2013 based on the consumer price index. Over the past ten years, their rental rate has increased by approximately 22%.

Staff recently met with Mr. Dubeau and his daughter to review the standard lease template and discuss their lease moving forward. They provided information regarding their agreements with both the City of Barrie and the Town of Penetanguishene. Their 2014 agreement with the City related to a berthing position of 114 feet by 36 feet wide plus their kiosk. Their rent was \$5,512.50 + HST which included sewage disposal. They were not required to pay property taxes. Their agreement with the Town of Penetanguishene for 2015 relates to a berthing position of 125 feet plus their kiosk. Their rent will be \$4,520 + HST.

Based on the above and the fact that their number of visitors continues to decrease, they have requested their lease payments be reduced to better reflect their rentals within the two above noted municipalities. They have suggested that their rental be \$5,400 (average of rental rate in Barrie and Penetanguishene in 2014 + 1.9% CPI). They have also requested that their taxation be removed as they were not required to pay taxes in either Barrie or Penetanguishene.

Staff have reviewed their request related to taxation and it appears that pursuant to the *Assessment Act*, land owned by a municipality is not exempt if occupied by a tenant who would be taxable if the tenant owned the land. There is a section in the Act that would allow for an exemption from taxation but it relates specifically to municipal facilities used for cultural, recreational or tourist purposes. This commercial business would not fall under that category. It appears their only option would be to appeal their assessment to the Assessment Review Board. They have missed the deadline for this year so they would not be able to apply until 2016.

CONCLUSION:

The lease with Midland Tours expired on November 30, 2014. The Miss Midland is located on their leasehold premises as their season will start mid-May. In order to accommodate the Miss Midland and to allow for the review of all leases within the Town to create a more consistent process, staff recommends that Council pass a motion to enable the previous requirements contained in the by-law agreement 2014-17 to continue until such time as the new by-law agreement is approved by Council. The terms related to rent will be subject to approval of both parties at a later date.

FINANCIAL IMPACT:

Dependant on how Council wishes to proceed with respect to the lease renewal.

Prepared by: Andrea D. Fay, Director of Corporate Services/Clerk/Deputy CAO
Reviewed by: Marc Villeneuve, Director of Finance/Treasurer
Approved by: Carolyn Tripp, CAO



STAFF REPORT

DEPARTMENT/FUNCTION: Clerks

CHAIR: Councillor Jack Contin

DATE: May 5, 2015

REPORT NO.: CL-2015-28 Municipal Leases

RECOMMENDATION:

That staff be directed on how to proceed with municipal leases moving forward.

BACKGROUND:

Over the years, the Town has entered into a number of leases with various organizations. Some of these organizations are not-for-profit and others are considered to be for-profit organizations. Many of these organizations provide services to the residents of the Town and surrounding areas. In some municipalities, these services would be offered by the municipality directly and by partnering with organizations the Town was able to provide a more cost effective model.

During the Special Council meeting on April 20th Council passed the following motion:
That the draft Huronia Museum Lease and Partnership Agreement be deferred until such time as staff brings forward a report outlining the current leases within the Town and bring forward options to move the various agreements in a more consistent basis.

The purpose of this report is to provide Council with an overview of the current leases.

ANALYSIS:

As previously indicated by the Director of Parks and Recreation, each of the leases that the Town has entered into over the years is a little different. Some leases include buildings which have been erected and are owned by the tenant. Other leases require the lessee to pay property taxes. The terms and rental rates vary as well based on the lessee and their financial circumstances. In recent years, staff have included an annual rental increase based on the consumer price index. This index is widely used as an indicator of the rate of inflation.

Attached please find a chart which provides a breakdown of the current leases by not-for-profit and for-profit organizations. It further breaks down the current leases by showing the term, taxation if applicable, rent, size of leasehold premises and any special provisions.

In consultation with our Solicitor, a standard lease template has been developed and will be used for all leases moving forward. A copy of the template has been attached to this report. Please keep in mind that clauses within the template need to be adjusted as required based on the specifics of each lease situation.

Based on Council's previous direction to create a more standard process regarding rental rates, staff did contact the other municipalities within the County to determine how they handled their leases. It appears that there is currently no consistent policy being followed by any of these municipalities with respect to their leases. The responding municipalities indicated that they consider each lease on an individual basis.

The following leases have expired:

Miss Midland
Midland Bay Sailing Club
Huronina Gymnastics Club

The following leases will be expiring during 2015:

Georgian Bay Rowing Club
Midland District Lawn Bowling Club
Midland Shuffleboard Club

Staff requires direction on how to proceed with the leases in order to finalize the various expired agreements and prepare for renewals moving forward.

CONCLUSION:

Council's Strategic Plan that was approved during the April Council meeting sets out the following principles that will guide Council over the next four years:

We will consider a new role for Council; one that moves us away from being "doers" and one that moves us forward as "facilitators" and partnership builders."

We will consider what services should be provided; what the appropriate level of service should be and whether there are more efficient and more effective ways of delivering service.

In staff's opinion, the two above noted principles have already been implemented when it comes to the various leases that the Town has entered into over the years. As indicated earlier in the report, numerous partnerships for the provision of service have been created through lease agreements. These partnerships have assisted the Town as we are not required to provide specific services and we are able to provide our residents with a large range of recreational opportunities that a number of municipalities either provide themselves or they just don't have them available at all.

FINANCIAL IMPACT:

Dependant on how Council wishes to proceed with respect to the potential review of rental rates, etc. If a third party commercial valuator is required there would be costs associated with their service.

Attachments

Prepared by: Andrea D. Fay, Director of Corporate Services/Clerk/Deputy CAO

Reviewed by: Marc Villeneuve, Director of Finance/Treasurer

Approved by: Carolyn Tripp, CAO

Not for Profit and For Profit Organizations Leases

Organization	Term	Pay Municipal Taxes	Rent	Size of Lease Hold	Special Lease Provisions
NOT FOR PROFIT					
Boys and Girls Club of North Simcoe	5 years - ending December 31, 2017 **	No	\$34,578 Increased as set out in Town's User Fee schedule	3381 sq. ft	Town provides an annual grant - \$88,200 in 2015 (increases yearly by CPI)
Georgian Bay Rowing Club	25 years - ending December 31, 2015 **	No	Nil	.08 acres	Building was built and donated by the Club to the Town in 1990. Town owns the lands. Entitled to renew for a further 25 years - same terms and conditions.
Midland Cultural Centre	49 years - ending March 31, 2059	No	\$1	.46 acres	Town owns the building and the land.
Midland District Lawn Bowling Club	20 years - ending November 10, 2015	No	\$1	12.57 acres + .47 acres (access)	Club owns the facilities. Town owns the land. Parking lot is shared with the Shuffle Board Club
Midland Shuffleboard Club	20 years - ending November 10, 2015	No	\$1	2891 sq. ft includes courts (10' x 10' storage shed) - land shared with Lawn Bowling Club	Club owns the facilities. Town owns the land. Parking lot is shared with the District Lawn Bowling Club
Hurons Gymnastic Club Inc.	20 years - ending July 24, 2014 **	No	\$1	7381 sq. ft. (building) .9 acres (shared)	Building was donated by the Club to the Town. Town owns the property.
Huronian Museum	No set term.	No	No	12099.97 sq. ft. 5.44 acres (Village) .9 acres (building)	Town owns the building and the land.
Midland Duplicate Bridge Club	5 years - ending March 31, 2020 **	No	\$600 + HST	2542 sq. ft. (building) .9 acres (shared)	Town owns the building and the land.
Midland Bay Sailing Club	20 years - ending December 31, 2014	Approx. \$14,000 in 2014	\$7000 + HST - 2014 Rent increases annually by 1%		
YMCA	99 years - ending Feb. 28, 2067	No	\$1	2.37 acres	They own the building. Town owns the land.
FOR PROFIT					
Niagara-on-the-Lake	10 years - ending Dec. 31, 2018 **	Approx. \$20,000 in 2014	\$21,700 + HST Increases every five years thereafter based on the lesser of the following: base rent multiplied by actual accumulative increase in CPI, or rent paid multiplied by 15%.	2.59 Acres of Land 3.55 Acres of Water with summer dockage	
Midland Tours	Annual lease renewal	Approx. \$2,500 in 2014	\$8,771.59 + HST in 2014		
Little Lake Park Store	5 years - ending April 30, 2019 **	Approx. \$3,500 in 2014	\$7,299.41 + HST in 2014 Increased every year by CPI	0.05 acres	They own the building. Town owns the land.
Bell Mobility	5 years - ending Sept. 30, 2019 **	No	\$10,000 - in 2014	n/a	Erection of tower at Parks Depot - 67 Fourth Street.
Danny and Ken Woods - Sports Store	5 years - ending June 30, 2019 **	No	\$7,424.52 + HST Rate increase each subsequent year by CPI.	600 sq. ft.	Located in the NSSRC
Rogers Communication Partnership	5 years - ending Aug. 31, 2018 **	No	\$12,600 + HST - 2014 Monthly rent increases annually by the % increase of the CPI of the preceding 12 months.	432 sq. ft (studio) 130 sq. ft (office)	Located in the NSSRC

** Lease includes renewal options.

THIS AGREEMENT made as of this ___ day of _____, 20__

BETWEEN:

XX

(the "**Landlord**")

- and -

XX

(the "**Tenant**")

THIS AGREEMENT WITNESSES that the Landlord and the Tenant have agreed and do hereby covenant and agree with each other as follows:

1. **Leasehold Premises:** In consideration of the covenants and agreements contained herein, the Landlord hereby leases to the Tenant and the Tenant leases from the Landlord the following premises:

- (a) **[add municipal description or describe space in building;**
- (b) Described legally as **[xx]**;
- (c) Access by way of **[xx]**
- (d) **[Parking spaces?]**

(the "**Leasehold Premises**").

The Leasehold Premises demised to the Tenant is outlined in Schedule "A" attached hereto.

2. **Term:**

- (a) To have and to hold the Leasehold Premises for a term of **[xx]** years commencing on **[xx]**, and ending on **[xx]** (the "**Term**").
- (b) **XX** So long as the Tenant is not in default under any of the Tenant's obligations under this Lease, the Tenant shall have an option to renew this Lease for a further period of **[xx]** years commencing at the expiration of the Term (the "**Renewal**"). The Tenant may exercise this option by providing to the Landlord written notice of the Tenant's intent to exercise this option not less than sixty (60) days prior to the expiration of the Term. If notice is not given in the manner and timeframe as provided herein, this option to renew shall expire.

- (c) **OR XX** The parties acknowledge and agree that the Term hereby provided for shall automatically renew for successive [xx] year periods (the “**Renewal**”) unless and until notice is given by either the Tenant or the Landlord to the other party not less than sixty (60) days prior to the expiration of the current Term or Renewal period that they are terminating this Lease. Provided that the cumulative total amount of the Term and all of the Renewal periods shall not exceed [xx] years.

3. **Rent:**

- (a) The Tenant agrees to pay to the Landlord rent for the Leasehold Premises in the amount of [xx], [**inclusive/exclusive**] of H.S.T., per year for the duration of the Term [xx] and Renewal in equal in monthly instalments of [xx], [**inclusive/exclusive**] of H.S.T., each in advance of the [1st] day of each and every month (“**Rent**”).
- (b) **Xx** The parties acknowledge and agree that the Rent payable by the Tenant described in Section [3(a)] shall increase by [xx%] per cent per annum on each anniversary of the commencement of the Lease for the duration of the Term and the Renewal.
- (c) **OR xx** In addition to any other provision in this Lease, the Tenant acknowledges that this Lease is and shall be a completely carefree net lease in favour of the Landlord. The Tenant shall be responsible during the Term and any Renewal period for any and all costs, charges, taxes, expenses and outlays of any nature whatsoever arising from or relating to the Leasehold Premises, and the use and occupancy thereof (collectively, “**Additional Rent**”), excepting only the Landlord’s income tax in respect of income received from leasing the Leasehold Premises or payments made in connection with any mortgage or mortgages affecting the Leasehold Premises incurred by the Landlord. For clarity, the Tenant will be responsible for all costs, expenses and obligations including, without limiting the generality of the foregoing:
- (i) charges for all utilities as may be provided to the Leasehold Premises, including hydro, gas, water, heating costs and air conditioning costs. The Tenant undertakes and agrees to arrange with local authorities for such utility accounts in the name of the Tenant at its own expense;
 - (ii) charges for operating, maintaining, repairing and replacing all heating, ventilating and air conditioning equipment serving the Leasehold Premises;
 - (iii) all premiums for insurance on the Leasehold Premises to be arranged by the Landlord pursuant to Section **XX**;
 - (iv) all costs related to landscaping and snow removal;
 - (v) all charges for structural repairs to the buildings on the Leasehold Premises; and
 - (vi) all costs related to the maintenance of the Leasehold Premises and any buildings thereon.

- (d) **XX [Renewal Rent]** After the Term, the parties acknowledge and agree to negotiate, in good faith, the rent payable for the Renewal period, provided that if the parties cannot agree upon the amount of rent payable for the Renewal period prior to the expiration of the Term, the parties shall refer the matter to arbitration pursuant to Section **[xx]** of this Lease.
 - (e) **Xx** The Tenant agrees to provide twelve post-dated cheques to the Landlord on the commencement date of the Lease and on each anniversary of the commencement of the Lease for the duration of the Term and Renewal.
 - (f) **Xx** The parties acknowledge and agree that the Tenant shall, prior to the Landlord allowing the Tenant entry into the Leasehold Premises, pay the first and last months' Rent.
 - (g) **Xx** All rent **[XX and Additional Rent]** payable under this Lease shall be paid by, or charged to, as applicable, the Tenant and, unless otherwise provided in this Lease, shall be payable without deduction, abatement compensation or other set-off whatsoever.
 - (h) **Xx** All Rent and Additional Rent payable under this Lease shall be paid by, or charged to, as applicable, the Tenant and, unless otherwise provided in this Lease, shall be payable without deduction, abatement compensation or other set-off whatsoever. For each year during the Term, the Landlord may estimate the amount of Additional Rent payable for that lease year, and the Tenant shall pay same in monthly instalments concurrently with the payment of Rent. The amount of the Additional Rent actually due shall be calculated at the end of the relevant lease year, and the Tenant shall pay the deficiency, if any, on demand, or the Landlord shall credit the Tenant with any overpayment, such overpayment to be applied in payment of the instalments of Rent next falling due, or if the Term has expired, the overpayment shall be repaid to the Tenant.
4. **Covenant to Pay Rent:** The Tenant covenants to pay rent as herein provided.
5. **Utilities:**
- (a) ***[Xx]*** The Tenant covenants and agrees to pay hydro, gas, water, sewer, heating costs and air-conditioning costs (as applicable) for the Leasehold Premises and to pay for all other services and utilities as may be provided to the Leasehold Premises. The Tenant undertakes and agrees to arrange with local authorities for the transfer of gas, electricity and water accounts for the Leasehold Premises into the name of the Tenant at its own expense. **[Provision may need to be revised to provide that all such costs to be paid to the Landlord for the Landlord to pay the applicable provider]**
 - (b) ***[Or xx]*** The Landlord covenants and agrees to pay all hydro, gas, water, sewer, heating costs and air-conditioning costs (as applicable) for the Leasehold Premises and to pay for all services and utilities as may be provided to the Leasehold Premises as such costs are included in the Rent. **[Consider phone/internet costs]**
6. **Taxes:** The parties acknowledge and agree that the **[insert applicable party]** will be responsible for all property and municipal taxes assessed against the Leasehold

Premises including any assessments, rates, charges and duties levied or assessed against the Leasehold Premises. **[If necessary – The Landlord shall provide the Tenant annually with an invoice the amount of all such taxes payable in relation to the Leasehold Premises and the amount payable by the Tenant pursuant to this section.]** [Provision may need to be revised to provide for proportionate share of taxes if tenant only occupies a shared space.

[OR xx] The Tenant acknowledges and agrees to pay all property and municipal taxes assessed against the Leasehold Premises including without limitation any assessments, rates, charges and duties levied or assessed against the Leasehold Premises. The Landlord shall provide to the Tenant annually with an invoice that outlines the amount of all such taxes payable in relation to the Leasehold Premises and the amount payable by the Tenant pursuant to this Section and Section **[xx section re additional rent]**.

7. **Snow Removal:** The **[insert applicable party]** will be responsible for the provision of and payment for removal of snow and ice from the Leasehold Premises **[and parking spaces]** at the expense of the **[insert applicable party]**.
8. **Garbage Removal:** The **[insert applicable party]** will be responsible for the removal of all garbage and trash from the Leasehold Premises at the expense of the **[insert applicable party]**.
9. **BIA Levies:** The **[Tenant]** covenants and agrees to pay all levies, assessments and charges imposed by the Business Improvement Area or similar association or business group in respect of the Leasehold Premises and the business carried on by the Tenant in, upon and by reason of the Tenant's occupancy of the Leasehold Premises and the operation of any business thereon.
10. **Use of Leasehold Premises:** The Tenant shall have the right to use the Leasehold Premises for purposes of operating a **[xx]**. The Tenant [shall satisfy itself that the use permitted above is in compliance with all applicable zoning and use by-laws and restrictions affecting the Leasehold Premises. The Tenant shall comply with all provisions of law relating to the use of the Leasehold Premises and in accordance with the requirements of the zoning and building by-laws and any other municipal or government regulations which may affect the Leasehold Premises. The Tenant shall carry on its business on the Leasehold Premises in accordance with the terms and conditions of this Lease and shall carry on no other business on the Leasehold Premises.
11. **Nuisance:** The Tenant covenants not to do or permit to be done or omitted, upon the Leasehold Premises, anything which may be, or result in, a nuisance.
12. **Quiet Enjoyment:** The Landlord covenants with the Tenant for quiet enjoyment of the Leasehold Premises.
13. **Fixtures:**
 - (a) **Property of Landlord:** ***[Any alterations, partitions, fixtures or leasehold improvements made by or on behalf of the Tenant to the Leasehold Premises shall immediately become the property of the Landlord.]*** The Tenant acknowledges that no fixtures, goods, chattels or leasehold improvements of

any kind will, except in the ordinary course of business, be removed from the Leasehold Premises during the Term and/or the Renewal or at any time thereafter without the written consent of the Landlord first being had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the Term and/or the Renewal shall have been fully paid, or the payment thereof secured to the satisfaction of the Landlord.

- (b) Removal of Fixtures on Expiration: The Tenant acknowledges and agrees that, at the expiration of the Term and/or the Renewal, all fixtures, goods or chattels of any kind affixed or erected on any part of the walls, floors or ceilings of the Leasehold Premises shall only be removed after the Tenant has first informed the Landlord of the intention of the Tenant to remove such items and received the prior written consent of the Landlord. [~~xx – At the end of the Term and/or any Renewal, the Tenant shall, at its sole cost, remove such items as the Landlord shall, at its sole option, require to be removed.~~] Upon such items being taken down, the said items are to be removed from the Leasehold Premises and the Tenant is to repair and make good all damage occasioned to the Leasehold Premises by the taking down or removal thereof.
- (c) Tenant's Obligations: The Tenant acknowledges and agrees that it is the sole liability and responsibility of the Tenant, at its expense, to undertake and complete whatever fixturing is required to carry on her intended business.

14. **Protective/Accessibility Installations**: The **[insert applicable party]** agrees to pay the cost of any installations, additions, or alterations to the Leasehold Premises that the Landlord may be required to make by any Provincial, Federal or other governing authority, or requested by any private protective system used by the Tenants, for the security and protection of the Tenant and its employees and its effects and/or for accessibility to the Leasehold Premises Without limiting the generality of the foregoing, this provision shall apply to additions and alterations for fire and theft protection, wheelchair ramps, automatic doors and all such installations, additions, or alterations shall forthwith become the property of the Landlord.

15. **Partitions and Alterations**:

- (a) Conditions to be Met by Tenant: In the event the Tenant during the Term and/or the Renewal shall desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the Leasehold Premises, it may do so at its own expense, at any time and from time to time provided that the Tenant's rights to make such alterations to the Leasehold Premises shall be subject to the following conditions:
 - (i) that the Tenant first obtains the prior written consent of the Landlord to undertake such alterations, which consent **[may, may not]** be arbitrarily or unreasonably withheld;
 - (ii) that before undertaking any such alterations, the Tenant shall submit to the Landlord a plan showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same;

- (iii) that all such alterations shall conform to the applicable Building Code Regulations and all building by-laws, if any, then in force affecting the Leasehold Premises;
 - (iv) that such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building;
 - (v) that all such alterations will be undertaken in a good and workmanlike manner; and
 - (vi) that such alterations shall become the property of the Landlord immediately upon installation thereof.
- (b) Change to Fixtures: Except as herein provided, the Tenant will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Landlord being first had and obtained **[which consent shall not be unreasonably withheld]**.
16. **No Encumbrances:** *[Consider deleting if not applicable]* The Tenant shall not create, suffer or permit any mortgage, lien or any other encumbrance whatsoever against all or any part of this Lease or the Leasehold Premises, including without limitation in respect of any of the Tenant's leasehold improvements, equipment, chattels or trade fixtures.
17. **Right of Inspection:** *[Consider deleting if not applicable]* The Tenant agrees to permit the Landlord to enter into the Leasehold Premises to inspect the premises for purposes of compliance with any applicable legislation upon the Landlord providing to the Tenant reasonable notice of their intention to inspect.
18. **Right of Access:** *[Consider deleting if not applicable]* The Tenant agrees to permit the Landlord to enter into the Leasehold Premises to conduct structural repairs as the Landlord, acting reasonably, deems necessary. The Landlord shall provide reasonable notice to the Tenant prior to entering into the Leasehold Premises and agrees to make reasonable attempts to conduct such repairs during non-business hours of the Tenant.
19. **Maintenance and Repair:** *[The Tenant acknowledges and agrees that the Leasehold Premises are in a good state of maintenance and repair as at the commencement of this Lease period].* The **[Tenant]** undertakes and agrees to maintain and repair the Leasehold Premises in a good state of maintenance and repair (reasonable wear and tear only excepted) for the duration of the Term and Renewal, and to repair the Leasehold Premises in accordance with notice in writing from the **[Landlord]** and to surrender up and deliver up the Leasehold Premises clean and in good order and condition at the end of the Term and/or the Renewal. The **[Landlord]** acknowledges and agrees that the **[Landlord]** shall be solely responsible for any structural damage not directly or indirectly attributable to the **[Tenant]** or any person permitted to be on or in the Leasehold Premises, for all customary structural repairs and for all costs associated therewith and for all repairs relating to the heating system of the Leasehold Premises. Notwithstanding the obligation of the **[Landlord]** to repair and maintain the structure as hereinbefore

provided, the [Tenant] undertakes and agrees to be fully liable and responsible for any repair or maintenance caused or occasioned by any unreasonable or negligent act or omission of the [Tenant].

20. **Outside Areas:** *[Consider deleting if not applicable]* The Landlord shall have complete and exclusive control over the manner in which areas external to the Leasehold Premises are maintained, and notwithstanding such control, all maintenance and care of such areas shall be at the sole expense of the Tenant **[and shall be payable as Additional Rent]**. For the purposes hereof, such external areas include all open land space forming part of the Leasehold Premises, all outside walkways, driveways, landscaped areas and areas designated for landscaping, parking and signage areas, lighting standards, and any outside facilities.
21. **Heating, Ventilation and Air Conditions Systems:** The [Landlord / Tenant] will be liable and responsible for all costs, including repairs and maintenance and replacement, required to any heating, ventilation and air conditioning systems servicing the Leasehold Premises. **[Ensure consistency with maintenance and repair section above]**
22. **Damage to Leasehold Premises:** If during the Term or Renewal the Leasehold Premises shall be destroyed or damaged by fire or the elements, then the following provisions shall apply:
 - (a) **Inability to Repair Leasehold Premises Within 60 Days:** If the Leasehold Premises shall be so badly injured as to be unfit for occupancy and as to be incapable of being repaired with reasonable diligence within sixty (60) days of the happening of such injury, then the Term and/or Renewal shall cease and be at an end to all intents and purposes from the date of such damage or destruction and the Tenant shall immediately surrender the same and yield up possession of the Leasehold Premises to the Landlord and the rent from the time of such surrender shall be apportioned.
 - (b) **Ability to Repair Within 60 Days:** If the Leasehold Premises shall be capable, with reasonable diligence of being repaired and rendered fit for occupancy within sixty (60) days from the happening of such injury as aforesaid, but if the damage is such as to render the Leasehold Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on and the Landlord shall repair the same with all reasonable speed and the rent shall recommence immediately after such repairs shall be completed.
 - (c) **Abatement of Rent Until Leasehold Premises Repaired:** If the Leasehold Premises shall be repaired within sixty (60) days as aforesaid, and if the damage is such that the said Leasehold Premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in a proportion that the part of the Leasehold Premises rendered unfit for occupancy bears to the whole of the Leasehold Premises.
 - (d) **Other Damage: No Abatement of Rent:** There shall be no abatement from or reduction of the rent due hereunder, nor shall the Tenant be entitled to

damages, losses, costs or disbursements from the Landlord during the Term or Renewal, caused by or on account of fire (except as above) water, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the Leasehold Premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the Leasehold Premises or the buildings or the equipment or systems supplying the said services or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time.

23. **Insurance: [MCC Insurance Provisions]**

- (a) The parties agree that the Town will be responsible for obtaining the following insurance on and at the Leasehold Premises but that the Tenant will be responsible for all costs associated therewith:
 - (i) insurance on the structure on the Leasehold Premises; and
 - (ii) “all-risks public liability and property damage insurance protecting and indemnifying the Tenant and the Landlord against any claims for damage or injury or death in or upon the Leasehold Premises, the inclusive limits whereof shall be not less than FIVE MILLION DOLLARS (\$5,000,000) in respect of bodily injury or death of any one person in respect of any one occurrence and for property damage.
- (b) The parties agree that the Tenant will be responsible for obtaining the following insurance at the Leasehold Premises:
 - (i) insurance with respect to equipment, machinery, furniture, furnishings, fixtures, chattels, inventory and contents of the Leasehold Premises.

The Tenant agrees to replace any plateglass or any other glass that has been broken or removed during the Term at its own expense.

[Additional Options]

- (a) The Landlord shall be responsible for insuring the structure on the Leasehold Premises [which costs of such premiums will be reimbursed by the Tenant to the Landlord as Additional Rent]:
- (b) The Tenant will provide insurance with respect to the equipment, machinery, furniture, furnishings, fixtures, chattels, inventory and contents of the Leasehold Premises and acknowledges and agrees that the insurance to be provided by the Landlord will be limited to insurance on the structural Leasehold Premises;
- (c) The Tenant will provide “all-risks” public liability and property damage insurance protecting and indemnifying the Tenant and the Landlord against any claims for damage or injury or death in or upon the Leasehold Premises, the inclusive limits whereof shall be not less than **[FIVE MILLION**

DOLLARS (\$5,000,000.00)] in respect of bodily injury or death of any one person in respect of any one occurrence and for property damage;

24. **Release by [Applicable Party]: [Fine tune provision as applicable]** The Tenant covenants and agrees to release the Landlord from any and all liability for loss or damage caused by any of the perils against which the Tenant shall have insured the Leasehold Premises or any part thereof pursuant to Section [xx] above whether or not such loss or damage may have arisen out of the negligence of the Landlord, and the Tenant agrees to indemnify and save harmless the Landlord from and against all manner of action, causes of action, suits, damages, loss, claims and demands of any nature whatsoever relating to such loss or damage.

25. **Default:** In the event that:

- (a) the Tenant becomes bankrupt or insolvent, or if a trustee, receiver, receiver-manager, manager, agent or other person shall be appointed in respect of the assets or business of the Tenant;
- (b) the Tenant fails to pay Rent or Additional Rent on the date or dates appointed for payment hereof or fails to pay any utilities as provided for in this Lease or fails to pay any other amount owing by the Tenant pursuant to the terms of this Lease;
- (c) the Leasehold Premises or any part thereof are used by any persons other than those as are entitled to use them under the terms of this Lease;
- (d) this Lease or any of the Tenant's assets on the Leasehold Premises are taken under any writ of execution, chattel mortgage, charge, debenture or other security instrument;
- (e) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant; or
- (f) the Tenant vacates or attempts to abandon or vacate the Leasehold Premises,

then and in every such case at the option of the Landlord, the Landlord shall provide **[ten (10)]** days notice in writing to the Tenant of such default and, in the event that such default is not remedied to the reasonable satisfaction of the Landlord after such **[ten (10)]** days, the Tenant shall be in default under this Lease and, in addition to any other rights or remedies it has pursuant to this Lease or at law, the Landlord shall have the immediate right of re-entry upon the Leasehold Premises and it may repossess the Leasehold Premises and/or re-let the Leasehold Premises. In the event that the Tenant is in default of this Lease and has not remedied the default after the **[10 day]** period described above, the Tenant hereby agrees that the Landlord may expel all persons, remove all property from the Leasehold Premises and that such property may, at the Landlord's option, be removed and sold or disposed of by the Landlord (up to the amount owing and outstanding by the Tenant to the Landlord, including costs and expenses incurred by the Landlord) by public auction or otherwise and either in bulk or by individual item, all as the Landlord in their sole discretion may decide.

26. **Effect of Termination:** Any termination pursuant to any of the terms of this Lease shall be entirely without prejudice to the rights of the Landlord to recover arrears of rent or damages or any antecedent breach of the covenants on the part of the Tenant and provided further that notwithstanding any such termination, the Landlord may subsequently recover from the Tenant all costs and damages suffered by reason of the Lease having been prematurely terminated.
27. **Signage:** The parties acknowledge and agree that the Tenant may affix signs relating to the business of the Tenant **[as the Landlord may approve, acting reasonably]**. The Tenant shall be responsible for ensuring that the installation of any signs will comply with all municipal by-laws and government regulations and will not affect the structure or integrity of the building. The Tenant shall be responsible for making any repairs or renovations that may be necessitated by reason of the installation of any sign. The Tenant, on ceasing to be Tenant of the Leasehold Premises, will cause any sign as aforesaid to be removed or obliterated at the Tenant's own expense.
28. **Notices:** Any notice may be given to the Landlord in writing to **[xx]**. Any notice may be given to the Tenant in writing at the Leasehold Premises.
29. **Right to Show Leasehold Premises:** The Tenant will permit the Landlord to exhibit the Leasehold Premises during the last **[two (2) months]** of the Term or Renewal thereof to any prospective Tenant and will permit all persons having written authority therefore to view the said Leasehold Premises at all reasonable hours on reasonable notice by the Landlord to the Tenant unless notice of renewal has been provided by the Tenant to the Landlord as provided in Section **[xx]** herein.
30. **Arbitration:** All differences or disputes which arise among the parties whether in relation to the interpretation of this Lease or to any act or omission of the parties in dispute, or to any acts which are to have been done by the parties in dispute, or in relation to any other matter whatsoever touching this Lease, shall be referred to a single arbitrator to be agreed upon by the parties and in default of agreement to a single arbitrator appointed by the court under the provisions of the *Arbitrations Act* (Ontario). The award or determination which shall be made by such arbitrator shall be final and binding upon the parties hereto, their heirs, executors, administrators, assigns, committees, and there shall be no appeal from such award or determination.
31. **Indemnity:** **[Carefully consider and revise as necessary]** The Tenant shall indemnify the Landlord and save them harmless from and against any and all loss (including loss of all rent payable by the Tenant under this Lease), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, on, at or emanating from the Leasehold Premises, or the occupancy or use by the Tenant of all or any part of the Leasehold Premises, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Leasehold Premises by the Tenant. Notwithstanding any other provision of this Lease, this indemnification shall survive any termination of the Lease, with respect to any matter referred to in this Section which occurs during the Term and/or the Renewal.

32. **Subordination re Charges:** [Carefully consider and revise as necessary] This Lease and everything herein contained shall be deemed to be subordinate to any charge or charges from time to time created by the Landlord by a mortgage or charge on the Leasehold Premises. The Tenant shall promptly at any time as required by the Landlord execute all documents and give such further assurances as may be reasonably required to postpone her rights and privileges to the holder of any charge or mortgage. A refusal by the Tenant to execute any such instrument shall entitle the Landlord to the option of cancelling this Lease, without incurring any expense or damage and the term as hereby granted is expressly limited accordingly.
33. **Assignment:**
- (a) The Tenant agrees not to assign or sublet this Lease without first obtaining the written consent of the Landlord. The consent of the Landlord [will not be] unreasonably withheld provided, however, that the Landlord will be entitled to withhold consent if the Landlord has reasonable grounds to believe:
 - (i) the assignee or subTenant is not credit worthy; or
 - (ii) the assignee or subTenant [is not of good moral or ethical character or reputation.]
 - (b) The Tenant further undertakes and agrees to provide to the Landlord full particulars with respect to any proposed assignment or sublease, including full details with respect to the party to whom the Lease is to be assigned or sublet.
 - (c) In the event of any assignment, the Tenant shall continue to remain liable for the observance and performance of all of the Tenant's obligations hereunder.
 - (d) If the Landlord assigns their rights as Landlord of the Leasehold Premises, which they shall be entitled to do upon notice to the Tenant, the Landlord shall without further written notice be relieved of any of their covenants or obligations hereunder upon completion of such assignment.
34. **“As-is” Basis:** [Consider if necessary] The Tenant accepts the Leasehold Premises and every part thereof on an “as-is” basis.
35. **Binding Agreement:** This Lease is binding upon and enures to the benefit of the parties hereto and their successors, heirs and permitted assigns as limited by the terms of this Lease.
36. **Time of the Essence:** Time shall in all respects be of the essence hereof.
37. **No Waiver of Default:** No condoning, excusing, overlooking or delay in acting on by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition in this Lease shall operate as a waiver of the Landlord’s rights under this Lease in respect of any such continuing or subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing.

38. **Approval in Writing:** Wherever the Landlord's consent is required to be given under this Lease, or wherever the Landlord must approve any act or performance by the Tenant, such consent or approval, as the case may be, shall be given in writing by the Landlord before same shall be deemed to be effective.
39. **Applicable Law:** The laws of the Province of Ontario shall apply to this Lease.
40. **Counterparts:** This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.
41. **Facsimile:** The parties acknowledge and agree that this Lease may be executed and transmitted by facsimile or similar form of transmitted message and that any notice pursuant to this Lease may be delivered by facsimile or similar form of transmitted message, the results of which shall be legal and binding. Any notice so sent by facsimile or similar form of transmitted message shall be deemed to have been received on the date of its transmission.
42. **Entire Agreement:** This is the entire agreement and there are no other representations, warranties, collateral agreements or conditions affecting the Lease. The Lease may not be modified or amended except by an instrument in writing signed by both of the parties.
43. **Security Deposit:** The Landlord acknowledges receipt of the sum of [● THOUSAND DOLARS (\$ ●)] to be held by the Landlord as a security deposit (the "security deposit") for the due payment of Rent, Additional Rent and the due performance of the Tenant's other covenants and obligations hereunder. Any appropriation of the security deposit or any part thereof by the Landlord shall not be deemed in substitution for any claims or remedies of the Landlord under this Lease or at law. If the Tenant complies with all of the terms, covenants and conditions herein and pays all sums herein provided, the security deposit, or so much as is remaining, shall be returned in full to the Tenant without interest within thirty (30) days after the end of the Term.

IN WITNESS WHEREOF the parties hereto have executed this Lease this ___ day of _____, 20__.

Schedule "A"

[drawing of Leasehold Premises]



April 28, 2015

Mayor Gordon McKay & Members of Council
Town of Midland
575 Dominion Avenue
Midland, ON L4R 1R2

Dear Mayor McKay and Members of Council,

With this letter we are seeking the assistance of the Town of Midland to help the North Simcoe Chapter of Habitat for Humanity Ontario Gateway North provide another affordable home to a deserving local family. Specifically, we are requesting that the Town consider donating the property at 808 Birchwood Drive as a site to build a Habitat home.

Habitat for Humanity Canada (HFHC) is a national, non-profit, organization working for a world where everyone has a safe and decent place to live. Our mission is to mobilize volunteers and community partners in building affordable housing and promoting homeownership as a means to breaking the cycle of poverty. HFHC is a member of Habitat for Humanity International which spans 100 countries, has built over 200,000 homes, and is now building a new home every 24 minutes.

HFHC was founded in 1985, consists of 30,000 volunteers and 57 affiliate organizations from coast to coast and has built over 1,000 homes since its inception.

Our local chapter, Habitat for Humanity - North Simcoe (HFHNS) started in 2001 and has recently become part of Habitat for Humanity Ontario Gateway North which also serves Orillia, Sudbury, North Bay, Muskoka, Parry Sound and Timmins. Our record includes five builds and the building and operation of a ReStore on Whitfield Crescent.

In accordance with standard Habitat practice, HFHNS brings together volunteers, suppliers, contractors, local governments, financial contributors and social service agencies to help provide affordable housing in our communities. Our strategy is to provide a hand up, not a hand out. Our families are selected based on certain financial and social criteria and they are required to provide 300 to 500 hours of sweat equity working on their build, other Habitat projects and/or in the ReStore.

Habitat sells the completed home to the selected family at market value and holds a no interest mortgage on the property. The payment schedule is tailored to income and may be adjusted as circumstances change. As long as the mortgage is in place, Habitat mentors the family to help improve their situations and meet their responsibilities.

We believe that the results of our work speak for itself. Families, who have moved from rental situations to owning Habitat homes have shown improved academic performance by the children, reduced deviant behavior and increased community participation.

This request is not without precedent. Over 40 municipal governments across Canada have partnered with HFH by providing lots for no or low cost. Included in that count are the Towns of Penetanguishene, Tay Township and indeed Midland (in 2004). The Midland project was very successful and we seek to repeat it here again.

The need is still here and has, in fact, increased since the previous build. Current statistics for Simcoe County show that there are in excess of 2,800 families seeking affordable housing many of whom live in Midland.

Help us help you exercise your authority to provide affordable housing to those in need here in Midland.

We look forward to your favourable consideration of this request.

Sincerely,

Ellen Froid

Ellen Froid
Chief Executive Officer
Habitat for Humanity Ontario Gateway North

Doug Lorriman

Doug Lorriman
Property Acquisition Chair
North Simcoe Chapter
Habitat for Humanity Ontario Gateway North

**Five Families in North Simcoe have benefited with a hand-up from
Habitat for Humanity - North Simcoe**

Midland



Port McNicoll



Penetanguishene



Penetanguishene



Victoria Harbour



May 06/2015

To whom it may concern:

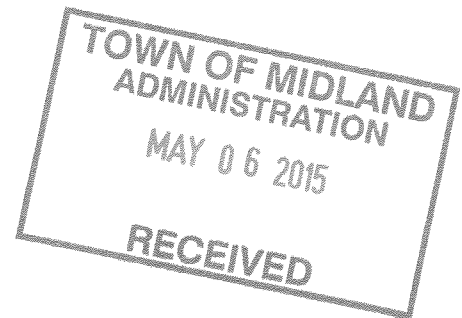
Please accept this letter as formal notification that I will be leaving my position with the Midland library board when a suitable replacement has been found.

Thank you for the opportunities you have provided me during my time with the board. If I can be of any assistance during this transition, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Derek Derasp".

Derek Derasp





TOWN OF MIDLAND
FIRE DEPARTMENT
ACTIVITY REPORT

FOR THE MONTH OF: April 2015

Fire Prevention and Public Education

This month the Midland Fire Department conducted 11 inspections of various occupancies to assess fire code compliance with a total of 16 Ontario Fire Code violations observed and reported. Follow-up inspections will be or have already been conducted to ensure compliance, while some minor violations were addressed at the time of the inspections. Six follow up inspections were conducted this month which found compliance with 26 outstanding violations from previous inspections. (This number may seem high this month however compliance time was granted based on the amount of work required and the associated costs to the owner).

Fire Prevention fielded 9 public and 7 professional enquires this month for assistance with Fire Code and fire safety related concerns. A good number of these public enquiries came as a result of newly enacted Carbon Monoxide regulations. Also of significant interest were enquiries dealing with the newly amended schedule of Part 1 Provincial Offences which now allows for an additional 41 Fire Code violations to be added to the list of ticket able offences. Also amended was the fee schedule for Part 1 offences which now range from \$260.00 for offences such as failing to prepare or maintain records to \$360.00 for failing to install Smoke alarms and Carbon Monoxide alarms.

A total of 8 municipal record searches were conducted in April.

The Fire Prevention Officer and Duty Crew attended the Provincial Courthouse located in Midland to witness and provide feed-back on their required fire drill. The drill went well and some good discussion followed the drill.

5 new fire safety plans were submitted and reviewed by the FPO resulting in 2 approvals and 3 sent back for minor changes.

4 sets of building plans were reviewed by the FPO as part of the building permit application process. Any comments in regards to fire safety were noted and returned to the building department for consideration.

The FPO accompanied our Building inspectors for a final occupancy inspection to ensure all fire related items were in place prior to the opening of the new LCBO store. No concerns were identified during this inspection.

Training

Training hours for the month of April 2015 totaled 93.0 hours. 37.50 hours were devoted to theory and 55.50 hours were devoted to practical.

The first topic covered this month was Water Supply/Pressurized Source. This was a theory and practical lesson preparing firefighters for establishing a water supply at an incident from a pressurized source (fire hydrant). In the theory portion of this lesson firefighters reviewed the marking, operation and inspection of the different fire hydrants in our response area. Firefighters were then asked to physically review the fire hydrant kits on each of the fire apparatus in our department. Correctly using a hydrant is a critical skill and with equipment from the apparatus firefighters were required to connect to the three different types of hydrants that are currently in service in our response area.

The second subject delivered this month was Aerial Operations. This lesson had operational and safety information regarding the aerial apparatus utilized by the Midland Fire Department. All Firefighters need to be familiar with this information to ensure that this specialized apparatus is utilized safely and efficiently at all times. In the theory portion of this lesson firefighters reviewed safety precautions, set-up/break down procedures as well as departmental standard operating guidelines. For the practical portion of the lesson firefighters assisted the operator in the procedures of set-up and operations of Aerial 1 as a water tower. The firefighters demonstrated procedures for securing themselves into the platform using designated anchor points and safety harnesses. They also demonstrated the operation of master stream device, water curtain device, communication system and the on board generator system. Due to our response protocols any firefighter could be called upon to assist in the set up and operation of this apparatus at any time.

Fire Prevention Officer Corriveau attended a workshop at Barrie Fire Department Headquarters on Flame resistive coatings delivered by Ontario Fire College.

Apparatus Driver Training was conducted with various apparatus.

Suppression

The fire department responded to 91 alarms in April. 90% of the alarms were managed by the on-duty staff with the remaining requiring a full department response.

General alarms were initiated for 3 reported fires and 6 public service calls.

There were 63 medical assists and 15 public service calls responded to in April.

Thomas C. Toole, Deputy Fire Chief



STAFF REPORT

DEPARTMENT: Culture, Tourism and Special Events

CHAIR: Deputy Mayor, Mike Ross

DATE: May 11th, 2015

SUBJECT: PR 2015-26 TOURISM AND SPECIAL EVENTS REPORT

CULTURE AND TOURISM INITIATIVES FOR THIS MONTH INCLUDE:

- Scheduling tour for this years Experiential FAMtour (tentative schedule attached)
- Visitor Information Centre will open on **Monday May 11th, 2015**
- Working on the following for Culture:
 - 2015 Culture Awards
 - Culture Database and Culture Mapping
 - Culture Roundtables
 - Scheduling for Culture presentations
- Assisting with booking for the Newfoundland History Project
- Attending the Culture Grows Here Conference May 14th in Barrie

SPECIAL EVENTS INITIATIVES FOR THIS MONTH INCLUDE:

- Pan AM Games (schedule attached)
- Midland's Candlelight Tribute Ceremonies (schedule attached)
- Working on this years Canada Day festival
- Working with another company to host a Ribfest at the Midland Harbour in August
- Scheduling for Waterside Wednesdays
- Preparing the banquet for the Regional Senior Games (**August 26th, 2015**)

Prepared by: Nicole Major, Culture, Tourism and Special Events Manager

Approved by: Carolyn Tripp, Chief Administrative Officer

W:\Nicole\C11 Reports to Council\General Committee\2015\PR 2015-26 Tourism and Special Events.doc

Experiential FAM Tour
Tour Wednesday May 27th, 2015

8:00am	Best Western Highland Inn
8:30am	Load Bus and Head to Discovery Harbour
8:50am - 9:20am	Discovery Harbour
9:25am – 9:55am	Kings Wharf Theatre
10:10am – 10:40am	Penetanguishene Museum
10:55am – 11:30am	MISS MIDLAND
11:45pm – 1:00pm	BIA presentation (Jackie) Lunch – Cie BouLet Cultural Center

WALKING TO CULTURAL CENTRE

1:15pm – 1:45pm	Culture Centre
2:00pm - 2:30pm	Huronina Museum
2:40pm - 3:30pm	Saint - Marie Among the Hurons
3:35pm - 4:05pm	Wye Marsh
4:15pm - 4:45pm	Martyrs' Shrine
5:00pm – 5:45pm	Keewatin
6:00pm	BACK TO THE BEST WESTERN



Wednesday June 10th, 2015

Toronto 2015 Torch Relay Community Celebration

12:00pm	Site Opens
12:15pm	Drummer and Dancers
12:45pm	MC introduces the Choir from Christian Island Elementary School to sing the National Anthem in Ojibway
	MC introduces the Choir from Les petits chanteurs de Saint-Louis from École élémentaire catholique Saint-Louis to sing the National Anthem in French
	MC introduces the Children's Community Choir To sing the National Anthem in English
1:00pm	Stage Cleared
1:05pm	Town Crier
1:15pm	Community Torch Bearer arrives on stage (Adam Dixon)
1:16pm	MC Welcome MC introduces local athletes: <ul style="list-style-type: none">• Corey Osborne• Denise Savoiaro• Angela Schmidt Foster• Joey Foster• Chris Kontos• Gord Burke• Midland Mayor – His Worship Gord McKay• MP Bruce Stanton• MPP Garfield Dunlop
1:45pm – 2:14pm	Michele Payment performances
2:15pm	Torch Bearer departs

**THE TOWN OF MIDLAND
CANDLELIGHT TRIBUTE SERVICE**

Wednesday, May 13th, 2015, 7:00 P.M.
The Cenotaph, King Street
Midland, Ontario

THE GATHERING

The Parade of the Pipes and Drums

O Canada *led by Children's Community Choir*
Greeting & Opening Remarks Dean Nicholls, Branch 80 RCL
Prayer of Invocation Rev. Sid Hills, Padre, Branch 68 RCL
Children's Community Choir And God Shall Wipe Away All
Tears (Revelation 21:4)

THE REMARKS

Guest Speakers David Brunelle
Representing Royal Newfoundland Regiment Re-enactors

Student Participants Kirstin Copeland, Midland Secondary School
Children's Community Choir In Flanders Fields
Greetings from Dignitaries / Representatives
Bruce Stanton, MP Simcoe North or representative
Garfield Dunlop, MPP Simcoe North or representative
Gord McKay, Mayor, Town of Midland
Bob Lesperance, President, Branch 68 Royal Canadian Legion

Song

Abide With Me

Abide with me, fast falls the eventide;
The darkness deepens, Lord, with me abide;
When other helpers fail, and comforts flee,
Help of the helpless, O abide with me.

Hold now your cross before my closing eyes;
Shine through the gloom, and point me to the skies;
Heaven's morning breaks, and earth's vain shadows flee;
In life, in death, O Lord, abide with me.

THE ACT OF REMEMBRANCE

Last Post John Coull and Pierre LeFaive
The Silence
Lament
The Act of Remembrance Comrade Mike Heron, President, Branch 80 RCL
They shall grow not old, as we who are left grow old.
Age shall not weary them, nor the years condemn.
At the going down of the sun, and in the morning,
We will remember them.
We will remember them.
Rouse John Coull and Pierre LeFaive
John 15:9-14 St. Margaret's Roman Catholic Church Rev. Jim McLenaghan
Prayer of Remembrance Midland Alliance Church Rev. Chris Lewis

THE PLACING OF THE CANDLES

Everyone is invited to take a lighted candle and place it on the steps of the cenotaph in memory of all members of our Canadian Armed Forces who have made the ultimate sacrifice in the cause of freedom, righteousness, justice and peace.

During the placing of the candles the children's community choir will offer musical selections.

THE CLOSING

God save our gracious Queen!
Long live our noble Queen!
God Save the Queen!
Send her victorious,
Happy and glorious,
Long to reign over us,
God Save the Queen!

The candles on the cenotaph will be extinguished at 11:00 p.m. this evening.
Thank you for participating, and thus demonstrating your appreciation of the efforts of the men and women who stepped forth in the cause of freedom.

2015 Marks:

100 Years – hostilities of WW 1 (ending in 1918)

75 Years – hostilities of WW 2

Ending in Europe 8 May 1945

Ending in Asia 14 May 1945

62 Years – end of hostilities of Korean War

24 Years – end of hostilities of Persian Gulf War

Peacekeeping Missions of the Canadian Armed Forces:

Afghanistan

Balkans

Cambodia

Congo

Cyprus

East Timor

Egypt

Ethiopia and Eritrea

Haiti

Rwanda

Somalia

Syria



STAFF REPORT

DEPARTMENT/FUNCTION: Operations/Water Division

CHAIR: Councillor P. File

DATE: May 6th, 2015

REPORT NO: **OP2015-13**
Monthly Report on Waterworks
April 2015

A Water Quality

- During the month of April we performed an average of 13 treated and raw bacteriological water samples each week for a total of 52 samples. For each sample taken we performed in-house pH, Turbidity and Temperature testing. For the month of April we performed 25 Distribution Samples. Ontario Regulation 170/03 states a minimum of 25 Distribution Samples are to be taken monthly. All treated samples taken met the Safe Drinking Water Act Regulation showing an absence of e-coli and total coliform. These results are published on our web site. The supply of quality water and stringent monitoring continue to be provided by water section personnel.
- 90 Day Chemical Parameter Samples were taken in accordance with O.Reg. 170/03.
- There were no adverse water incidents to report for the month of April.

B Distribution Maintenance

- There were six water main breaks in the month of April:
 - Highway 12
 - 230 Aberdeen Blvd
 - 279 King Street
 - 606 Bayview Drive
 - 643 Sheridan Street
 - 674 Harvey Street
- There were five water service breaks in the month of April:
 - 212 Frontenac Avenue
 - 1045 Everton Road
 - 640 Bayview Drive
 - 468 William Street
 - 338 Queen Street

- On April 27th our annual water main flushing program began. This is expected to last two weeks.
- As a result of the deep freeze we have been experiencing over the last three months the Water Operations has been dealing with frozen water services. During the month of April we continued to address the situation, and currently have approximately 19 homes who are dealing with this issue.
- On April 22nd one of our employees participated in an information session for the public hosted by Home Depot for awareness on Ontario Dig Safe.

C Water Conservation

- On April 17th and 18th three of our employees participated in the Midland Home Show by providing information on water conservation initiatives such as our Toilet Replacement Rebate Program and our Rain barrel Giveaway Program. This year the Town of Midland gave away 180 rain barrels to our local residents.

D Drinking Water Quality Management Standard (DWQMS)

- As a way to satisfy the requirements of our DWQMS, selected elements will be communicated monthly to council through this report. Elements 4 and 5 have been added to this report as evidence of communication to Top Management and Council.

E Training

- During the month of April employees continued WHMIS and Transportation of Dangerous Goods training.
- On April 14th and 15th four employees attended the Georgian Bay Waterworks Conference.
- On April 19th – 21st one employee attended the Water Environment Association of Ontario Conference.
- On April 23rd two employees attended the Sneider's Electric Workshop.
- On April 23rd and 24th one employee completed his Health & Safety Certification.
- On April 26th – 28th one employee attended the Ontario Waterworks Association.
- On April 29th six employees attended the Anxiety Awareness session by Asipiria.
- On April 30th all staff participated in a defensive driving refresher course.

F Town Web Site

- All sample results are located on our website and can be accessed using the following link:

<http://www.midland.ca/Pages/watereports>.

- The 2014 Annual Drinking Water Report can also be found on the Town Web Site.
- The 2013/2014 Final Drinking Water Inspection Report located on our website can be accessed using the following link:

<http://www.midland.ca/Pages/watereports>.

F Sustainability

This recommendation is consistent with the following sustainability plan goals:

- Design efficient public facilities in harmony with natural systems: water quantity and supply
 - Ensure a reliable potable municipal water supply for all residents and visitors within the watershed
 - Reduce water consumption through water conservation measures

Prepared by: Jeff Beauchamp, Compliance Officer

Reviewed by: Shawn Berriault, C. Tech., Director of Public Works

Reviewed by: Carolyn Tripp, Chief Administrative Officer



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WATER AND WASTEWATER OPERATIONS
OPERATIONAL PLAN

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Reviewed By Quality Management System Representative(s) | Approved By Manager of Water and Wastewater Operations

Quality Management System Representative(s) Procedure

1.0 PURPOSE

To identify the Quality Management System Representative(s) and outline their specific responsibilities.

2.0 SCOPE

This procedure applies to the appointment of a QMS Representative(s) for the Quality Management System related to the provision of safe drinking water.

3.0 PROCEDURE

3.1 Appointment Process

3.1.1 Management appoints and provides authority to the Quality Management System Representative(s), irrespective of their other responsibilities. The authority, roles and responsibilities are provided in WWO-QMS-09.

3.1.2 A letter of appointment of the QMS Representative(s) has been signed by Management and is included in F04-01

4.0 RELATED DOCUMENTS

- 4.1 DWQMS Element 4
- 4.2 WWO-QMS-09: Organizational Structure, Roles, Responsibilities and Authorities
- 4.3 Letter of Appointment of QMS Representative(s): F04-01



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Reviewed By Quality Management System Representative(S) | Approved By Manager of Water and Wastewater Operations

Standard Operating Procedure for Document and Records Control

1.0 PURPOSE

The purpose of this procedure is to describe the methods for identification, storage, protection, retrieval, retention time and disposition of documents and records.

2.0 SCOPE

This procedure is applicable to staff within Water and Wastewater Operations who manage or perform work related to the water supply, treatment and/or distribution system. This procedure includes all QMS documents and records as included and/or referenced in the Operational Plan.

3.0 PROCEDURE

3.1 Documents

- 3.1.1 A controlled document is a policy, procedure, Standard Operating Procedure, form, exhibit, flowchart or other document that is subject to revision and is maintained on the Document Master List.
- 3.1.2 All electronically controlled documents (excluding drawings) for the QMS are available on the network drive.
- 3.1.3 Internal and External documents have a date or revision level listed on them to identify the current version.
- 3.1.4 QMS procedures are identified with a unique number and revision date. QMS forms are considered to be documents when they are blank and are identified with a unique form number and revision date.
- 3.1.5 Controlled documents of both internal and external origin (excluding drawings) are listed on the Document Master List. The QMS Representative(s) are responsible for maintaining the electronic list and including hard copies in the issued Operational Plan.
- 3.1.6 Controlled documents (internal) for the Quality Management System are reviewed by the QMS Representative(s) in consultation with the Chief Operator and approved by the Manager of Water and Wastewater Operations.
- 3.1.7 The QMS Representative(s) and Chief Operator determine the point of use that controlled documents are to be available and the locations are recorded on the Document Master List
- 3.1.8 All staff are responsible for ensuring that documents remain legible and easily identifiable. If a document has been damaged or made illegible, request a replacement copy from the QMS Representative(s).




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Reviewed By Quality Management System Representative(s) | Approved By Manager of Water and Wastewater Operations

- 3.1.9 Drawing documents are maintained in the Shared on Server 5 file on the network drive and are backed up on a regular basis.
- 3.1.10 The drawings are electronically entered by the user and are protected with 'read only' access. Hard copies of the service drawings are filed and maintained in accordance with The Ontario Municipal Records Management System (TOMRMS).
- 3.1.11 Documents are protected as "read only" on the network drive. If the document is from a read only file then the document is considered uncontrolled and not subject to revision.
- 3.1.12 Any employee can make a request for the creation or a change to a document. Changes to documents can be a result of change in procedure, results of an audit or suggestion for improvement. The request is recorded in Part A on a Document Creation/Change Form. Suggested changes can also be attached to the Document Creation/Change Form.
- 3.1.13 The Document Creation/Change Form is then sent to the Supervisor who will forward the Form to the appropriate management staff (responder) who initially approved the original document.
- 3.1.14 Prior to processing document changes, the QMS Representative will be responsible for ensuring that the changes will not effect the integrity of the QMS or the processes.
- 3.1.15 The responder notes the decision on the Document Creation/Change Form and forwards the form to the QMS Representative.
- 3.1.16 If the request is denied the responder will send notification to the requester advising of the decision and the reason why.
- 3.1.17 If the request is approved, the QMS Representative(s) make the change and updates the Document Master List.
- 3.1.18 The QMS Representative(s) will send an email explaining what has changed in the document to all affected by the change. Management are responsible for advising their respective staff affected by the change.
- 3.1.19 The QMS Representative(s) ensures that Part C of the Document Creation/Change Form is completed, dated and filed.
- 3.1.20 The QMS Representative(s) will review the Document Master List at a minimum of once per year to verify that any documents that have not been revised since the previous review are still adequate.

	<p>TOWN OF MIDLAND WATER AND WASTEWATER OPERATIONS</p> <p>OPERATIONAL PLAN</p>	<p>Proc: Issued: Revision: Page:</p>	<p>WVO-QMS-05 August 22, 2011 1 Page 3 of 3</p>
Reviewed By Quality Management System Representative(s)		Approved By Manager of Water and Wastewater Operations	

3.2 Records

- 3.2.1 The Record Master List identifies all of the records that this procedure applies to. The Records Retention By-law is based on TOMRMS which provides information on filing of records, including how records are to be stored, protected, retained and disposed of. Records may be electronic and/or paper copy.
- 3.2.2 Electronic records associated with the QMS that are maintained on the network drive are backed up on a regular basis.
- 3.2.3 The person completing the record must ensure the record is legible, accurate and complete with regard to recording requirements.
- 3.2.4 The person responsible for disposing of records decides on the appropriate methods of disposition.
- 3.2.5 Records are retrievable when requested.

4.0 RELATED DOCUMENTS

- 4.1 DWQMS Element 5
- 4.2 Document Master List – F 05-01
- 4.3 Record Master List- F 05-02
- 4.4 Document Creation/Change Form –F 05-03



DOCUMENT MASTER LIST

Document Title	Document Reference No.	Date and/or Revision Level	Distribution	File Path
Effective Date: August 22, 2011				
Internal Documents				
Operational Plan	OP Binder	August 22, 2011	Chief Water Operator Compliance Officer	Server 5
Standard Operating Procedure	SOP Binder	August 22, 2011	Chief Water Operator Compliance Officer	Server 5
Forms/QMS Records	Forms Binder	August 22, 2011	Chief Water Operator Compliance Officer	Server 5
List of Designated Overall Responsible Operator	F18-4.5	July 26, 2011	Chief Water Operator Compliance Officer	Server 5
Weekly Water Standby List	F18-4.6	January 1, 2011	Chief Water Operator Compliance Officer	Server 5
Non-conformance Report Log	F19-05	July 30	Chief Water Operator Compliance Officer	Server 5
Emergency Response Plan	N/A	October 2008	Chief Water Operator Compliance Officer	Server 5
Contingency Plan	N/A	July 30, 2009	Chief Water Operator Compliance Officer	Server 5
Backflow Prevention & Bylaw	N/A	November 28, 2005	Chief Water Operator Compliance Officer	Server 5
Water Infrastructure Map	N/A	2009	Chief Water Operator Compliance Officer	Server 5



DOCUMENT MASTER LIST

Document Title	Document Reference No	Date and/or Revision Level	Distribution	File Path
Effective Date: August 22, 2011				
External Documents				
Wells Regulation	O.Reg 387/04	2007	QMS Rep	eLaws
Charges for Industrial and Commercial Users	O.Reg 450/07	2007	QMS Rep	eLaws
MOE Procedure for Disinfection of Drinking Water in Ontario	PIBS4448e01	June 4, 2006	QMS Rep	eLaws
MOE Technical Support Document for ODWQS	PIDS4449e01	June 2006	QMS Rep	eLaws
AWWA Standard for Disinfection of Water Treatment Plants	C653-03	2003	QMS Rep	eLaws
AWWA Standard for Disinfection of Wells	C654-03	2003	QMS Rep	200 Bay St Boardroom
AWWA Standard for Disinfecting Watermains	C651-05	2005	QMS Rep	200 Bay St Boardroom
AWWA Standard for Disinfection of Water Storage Facilities	C652-02	2002	QMS Rep	200 Bay St Boardroom
Equipment Procedure Manual #1	N/A	July 30, 2009	SCADA Room Compliance Officer	N/A
Operations Manuals	N/A	N/A	SCADA Room Compliance Officer	N/A
Certificate of Approval	6212-6FCP2H	August 18, 2005	File Room	N/A
Permit to Take Water	7684-62PKPE	March 9, 2007	File Room	N/A
Operator Certification	N/A	N/A	200 Bay St	N/A
Internal Audit	F19-02	July 30, 2009	200 Bay St	Server 5



DOCUMENT MASTER LIST

Document Title	Document Reference No	Date and/or Revision Level	Distribution	File Path
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External Documents				
System Classification Certificate-WT Class 1	N/A	N/A	200 Bay St	N/A
System Classification Certificate WD Class 3	N/A	N/A	200 Bay St	N/A
MOE Drinking Water Quality Management Standard	DWQMS	July 30, 2009	QMS Rep	Server 5
Drinking Water Systems Regulation	O.Reg 170/03	2007	QMS Rep	eLaws
Ontario Drinking Water Quality Standards Regulation	O.Reg 169/03	2007	QMS Rep	eLaws
Operator Cert/Facility Classification Regulation	O.Reg 128/04	2007	QMS Rep	eLaws
Water Taking Regulation	O.Reg 387/04	2007	QMS Rep	eLaws



RECORDS MASTER LIST

RECORD NAME	ID	REVISION	LOCATION	MINIMUM RETENTION TIME		MAINTAINED BY
				Active	Inactive	
QMS RECORDS						
Document Creation Change Form	F5-05	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Training Certificates	External	N/A	200 Bay St	5 Years	15 Years	QMS Rep
Quality Management System Policy	F2-01	Oct 22, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Commitment and Endorsement of the QMS	Appendix 3-A	April 23, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Notice of Appointment-QMS Rep	Appendix 4-A	April 23, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Document Master List (Internal & External)	F5-01	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Records Master List	F5-02	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Summary of Critical Control Point	T08-T1	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Risk Assessment Table	T09-T2	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Internal Audit Checklist	F19-03	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Internal Audit Report	F19-04	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Non Conformance Report	F19-05	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Non Conformance Report Log	F19-06	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Management Review Agenda/Minute	F20-01	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Corrective Action Report	F21-01	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
Corrective Action Report Log	F21-02	July 30, 2009	200 Bay St	5 Years	10 Years	QMS Rep
WVO RECORDS						

F5-02

August 22, 2011

Record Name – Document Title, **ID** – rev. # of form, **Location** – dept./office for active file, **Maintained by** – Function responsible for filing and disposing



Document Creation/ Change Form

Part A: Request for Change or Creation of Document (To be completed by Requester)

New Document

Change

(Fill in the information below if change to current document is being requested)

Document Title: _____

Doc. Reference Number: _____

Revision Number: _____ Revision Date: _____

Details of change or attach document with changes marked and initialed.

Notes:

Name and Signature

Date

Part B : Approval (To be completed by Responder)

Creation/Change has been **DENIED – Reason** (Responder to Notify Original Requestor of Denial)

APPROVED

Notes:

Responder's Name & Signature

Date

****Forward to QMS Representative ***

Part C: – (To be completed by QMS Representative)

- Make changes to the electronic documents on the **Shared on Server 5** drive
- Create new document on the **Shared on Server 5** drive
- Update the Document or Record Master List
- Provide a paper copy of the change for inclusion in the Operational Plan (if applicable)
- Advise supervisors that are affected by the change
- File Document Change Form as per Records Master List

Notes:

Any employee can make a request for the creation or a change to a document or data form. Changes to documents can be a result of change in procedure, results of an audit or suggestion for improvement.

Employee

- The employee completes Part A of the Document Change Form 05-03. Suggested changes can also be attached to the Document Change form .
- After completing Part A of the Document Change Form submit it to the QMS Representative who directs the form to the appropriate management staff (Responder).

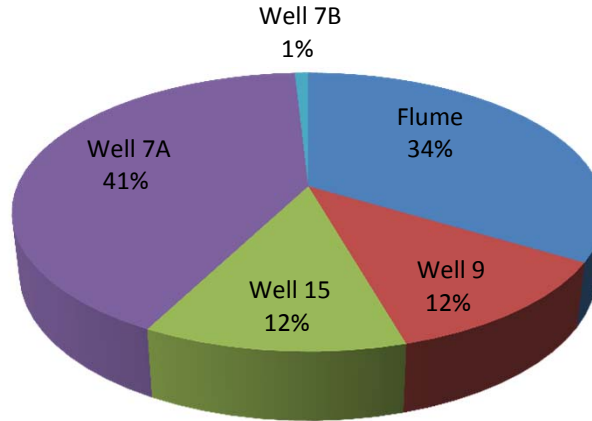
Responder

- The Responder evaluates the request and notes the decision on the Document Change Form and forwards the form to the QMS Representative.
- If the request is denied the Responder will send notification to the requester advising of the decision and the reason why.

Supervisor

- The supervisors are responsible for advising any staff affected by the change after being notified of the change by the QMS Representative.

Current 2015 Water Production



MONTH	FLUME	WELL # 9	WELL # 15	WELL # 7A	WELL # 7B	TOTAL	AVERAGE	MINIMUM	MAXIMUM
JAN	49,982	18,035	23,144	63,282	14	154,458	4,983	4,176	6,034
FEB	49,823	17,372	18,949	63,714	1,417	151,275	5,403	4,121	9,429
MAR	52,340	23,569	16,024	69,516	4,169	165,619	5,343	4,448	6,074
APR	61,859	17,255	18,938	67,855	18	165,924	5,531	4,469	8,071
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
TOTALS	214,004	76,232	77,055	264,367	5,618	637,275	5,315	4,121	9,429



STAFF REPORT

DEPARTMENT/FUNCTION: Operations/Maintenance Division
CHAIR: Councillor P. File
DATE: May 6, 2015
REPORT NO: **OP2015-014**
Pending Tenders
Asphalt Paving
Sidewalk Reconstruction

INFORMATION ITEM:

The Town currently has the following tenders pending:

Tender Description	Closing Date
Asphalt Paving – Various Locations	Wednesday, May 20, 2015
Sidewalk Reconstruction – Various Locations	Wednesday, May 20, 2015

It is anticipated that the recommendation reports with the tender results will be forwarded to Council at the May 25, 2015 meeting.

SUSTAINABILITY:

Does not apply to this report.

Prepared by: Shawn Berriault, Director of Operations
Reviewed by: Carolyn Tripp, Chief Administrative Officer

cc: R. Dalziel, Manager of Maintenance Operations

LIBRARIAN'S REPORT
MAY 2015
Bill Molesworth

The April Book Sale by the Friends was their biggest success ever – earning \$811.00 on top of the regular store sales. Even with the commitments already made to supporting periodicals and other annual expenses they are eager to support new initiatives.

Also approaching record numbers is registrations by Tiny Township residents. As reported, the numbers had dropped somewhat from the post expansion records but this year they seem to be recovering with almost 50 more residents registered than at the same time last year. It's hard to explain ups and downs like this but we can hope that this up becomes the new norm. We'll see.

What we call our ILS (Integrated Library System), which is what manages all our lists – our catalogue, our patron files and our circulation records – will be updated over the night of May 11. Some new features will be added and there will be some differences in the way it looks but the larger changes will not be obvious as they will affect the behind the scenes operations and are intended to help staff.

A drive by Sue and Catherine to promote patron support of periodicals has worked out well. Several that we already subscribed to are now being supported and a few patrons have agreed to support titles that we didn't already receive. Over half the hard copy magazines and newspapers we receive are paid for by patrons and half the cost of the electronic magazines is met by the Friends from book sale proceeds.

Mike has patched the south stairs so the caution tape is gone from there. We'll see if this patch lasts longer than the one the contractor put in. Mike has also been working on cleaning and replanting the garden along the front of the building. It should look a lot neater soon.

Bonnie has long had a strong relationship with the elementary schools through her visits and readings. She has promoted a friendly rivalry between the schools over the number of books read during our Summer Reading Club programs, and, with Scott, there has been a long history of involvement in the Forest of Reading program that engages kids to read and vote for their favourite titles.

Now, with the enthusiastic help of a new Board member, a new partnership is being formed between the schools and the Library and, in the fall, the Battle of the Books will commence. To motivate and challenge students that do enjoy reading and to interest those who might be less inclined, the Battle invites area students to read a selection of titles and to compete with students from other schools to answer questions on them. So far every school Bonnie has spoken to has expressed interest and we hope to hear from the last couple and from the home school associations over the next little while.

This is an exciting addition to our outreach efforts and to the promotion of literacy and enthusiasm for reading so we're looking forward to it.