

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
AUGUST 12, 2019 @ 2:00 P.M.
CLOSED MEETING SESSION @ 1:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the August 12, 2019 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board.
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at ____:____ pm that is closed to the public under subsection 239 of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board.*
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.*

1. REPORTS

- a) Wellington Power North Strategic Priority Update
- b) Report EDO 2019-021 Industrial Land Sale

2. REVIEW OF CLOSED SESSION MINUTES

- July 8, 2019 – Council meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at ____:____.pm.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Power Strategic Priority Update.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2019-021 being a report on industrial land sale;

AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of the July 8, 2019 –Council meeting

O ' CANADA

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Regular Meeting of Council, July 22, 2019 001

Recommendation:

THAT the minutes of the Regular Meeting of Council held on July 22, 2019 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

OPEN FORUM

- Community growth: Pace; restrictions?

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Maitland Valley Conservation Authority, General Membership Meeting #6-19, June 19, 2019 005

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority, General Membership Meeting #5-19, held on June 19, 2019.

- b. Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Meeting #79, March 29, 2019 010

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Meeting #79, held on March 29, 2019

- c. Mount Forest Downtown Revitalization Advisory Committee 014

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Downtown Revitalization Advisory Committee meeting held on July 25, 2019.

2. PLANNING

- a. Planning Report prepared by Jessica Rahim, Planner, dated May 21, 2019, regarding Sharon Farms Enterprises, 730 Princess Street, Mount Forest, Removal of Holding (H) provision for townhouse development and long term care facility 017

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the Planning Report prepared by Jessica Rahim, Planner, dated May 21, 2019, regarding Sharon Farms Enterprises, 730 Princess Street, Mount Forest, Removal of Holding (H) provision for townhouse development and long term care facility.

3. FINANCE

- a. Cheque Distribution Report, August 6, 2019 018

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated August 6, 2019.

4. BUILDING

- a. Report CBO 2019-13 Building Permit Review Period Ending June 30th, 2019 023

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive Report CBO 2019-13 being the Building Permit Review for the period ending June 30th, 2019.

5. ECONOMIC DEVELOPMENT

- a. Report EDO 2019-018 Wellington North Electronic Vehicle Charging Stations 025

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive Report EDO 2019-018 being a report on the Wellington North Electronic Vehicle Charging Stations

- b. Report EDO 2019-019 Community Initiated Projects Program 027

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive Report EDO 2019-019 being a report on the Community Initiated Projects Program;

AND FURTHER THAT Council approve a one-time grant of \$1,000 under the Community Initiated Projects Program to Fathers Heart Healing Ministries in support of their Community Art Studio Program.

- c. Report EDO 2019-020 Community Improvement Program 034

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO 2019-020 being a report on the Community Improvement Program;

AND FURTHER THAT Council approve the following grants:

- *\$2,500 under the Façade Improvement Program for the planned improvements to be made at 9141 Highway 6, Sacred Heart Church in Kenilworth*
- *\$2,500 under the Façade Improvement Program for the planned improvements to be made at 9147 Highway 6, Sacred Heart Cemetery in Kenilworth*

6. OPERATIONS

- a. Report OPS 2019-008 being a report on the review of the draft sewage allocation policy 040

Recommendation:

THAT Council of The Corporation of the Township of Wellington North receive Report OPS 2019-008 being a report on the review of the draft sewage allocation policy;

AND FURTHER THAT Council direct staff to bring an authorizing by-law for the sewage allocation policy to a future meeting of Council.

- b. Report OPS 2019-012 being a report to grant sewage allocations for 730 Princess Street in Mount Forest 050

Recommendation:

THAT Council of The Corporation of the Township of Wellington North receive Report OPS 2019-012 being a report to grant sewage allocations for 730 Princess Street in Mount Forest be received;

AND FURTHER THAT Council commit to allocating fifteen (15) sewage allocation units to Sharon Farms and Enterprises for fifteen (15) townhouse units at 730 Princess Street in Mount Forest;

AND FURTHER THAT the sewer allocation units to Sharon Farms and Enterprises for fifteen (15) townhouse units at 730 Princess Street in Mount Forest have an expiry of thirty-six (36) months from the date of passage of this resolution, after which period the allocation of fifteen (15) sewer allocation units for this development will be withdrawn.

- c. Report OPS 2019-011 being a report on the winter maintenance program for the Township's connecting link highways 055

Recommendation:

THAT the Council of the Township of Wellington North receive Report OPS 2019-011 being a report on the winter maintenance program for the Township's connecting link highways;

AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to enter into the 2019/2020 Connecting Link Winter Maintenance agreement with Owen Sound Highway Maintenance Limited for the former Town of Mount Forest and former Village of Arthur; and

AND FURTHER THAT Council authorize the Mayor and Clerk to sign future by-laws to enter into future Connecting Link Winter Maintenance agreements with the Ministry of Transportation's winter maintenance contractor, without having to bring these agreements to Council, assuming staff is satisfied the agreement provides the expected level of service and the cost can be accommodated within the Township's approved operating budget.

- d. Report RAC 2019-013 being a report on the Fee Subsidy Service Agreement with the County of Wellington 057

Recommendation:

THAT Council of The Corporation of the Township of Wellington North receive for information Report RAC 2019-013 being a report on the Fee Subsidy Service Agreement with the County of Wellington

AND FURTHER THAT the Mayor and Clerk be authorized to sign the Fee Subsidy Service Agreement with the County of Wellington By-law.

7. ADMINISTRATION

- a. Report CLK 2019-028 being a report on Wellington North Volunteer Strategy 059

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2019-028 being a report on Wellington North Volunteer Strategy for information.

- b. Report CLK 2019-029 being a report on an agreement for services with DocuPet 063

Recommendation:

THAT the Council of the Corporation of Wellington North receive Report CLK 2019-029 being a report on an agreement for services with DocuPet;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to enter into an agreement for services with DocuPet;

AND FURTHER that the Mayor and Clerk be authorized to sign a by-law at a future meeting of Council to amend By-law 106-18 being a by-law to establish the fees and charges for various services provided by the municipality.

- c. Report CAO 2019-005 Council Strategic Priorities 2019 – 2022 Update 066

Recommendation:

THAT the Council of the Corporation of Wellington North receive Report CAO 2019-005 Council Strategic Priorities 2019 – 2022 Update.

8. COUNCIL

- a. Ministry of Infrastructure, correspondence dated July 18, 2019, regarding the 2019 intake of the Rural and Northern funding stream of the Investing in Canada Infrastructure Program (ICIP) 071

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Ministry of Infrastructure, correspondence dated July 18, 2019, regarding the 2019 intake of the Rural and Northern funding stream of the Investing in Canada Infrastructure Program (ICIP)

- b. Ministry of Transportation, correspondence dated July 17, 2019, regarding application to 2019-20 Connecting Links Program 072

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Ministry of Transportation, correspondence dated July 17, 2019, regarding application to 2019-20 Connecting Links Program.

- c. Town of Grand Valley, Notice of Complete Application & Statutory Public Meeting for a Zoning By-law Amendment Application 074

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Town of Grand Valley, Notice of Complete Application & Statutory Public Meeting for a Zoning By-law Amendment Application.

- d. Saugeen Conservation, Newsletter Issue 15, Summer 2019 076

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Saugeen Conservation, Newsletter Issue 15, Summer 2019.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items for Consideration on the August 12, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- a. By-law Number 054-19 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North, Plan of Survey of all of Park Lot 7 and Part of Park 078

Lot 6, South of Princess Street, and is municipally known as 730 Princess Street, Mount Forest (Sharon Farm & Enterprises)

- b. By-law Number 069-19 being a by-law to establish a Traffic Pedestrian Control Measures Policy for the Township of Wellington North 081
- c. By-law Number 070-19 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) and the Corporation of the Township of Wellington North 085
- d. By-law Number 071-19 being a by-law to authorize the execution of a Pet Licensing Services Agreement between DocuPet Inc. and The Corporation of the Township of Wellington North 098
- e. By-law Number 072-19 being a by-law to authorize the execution of a Fee Subsidy Service Agreement between The Corporation of the County of Wellington and The Corporation of the Township of Wellington North 123
- f. By-law Number 073-19 being a by-law appointing and confirming the appointment of Auditors of The Corporation of the Township of Wellington North 141

Recommendation:

THAT By-law Number 054-19, 069-19, 070-19, 071-19, 072-19 and 073-19 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- Celebrating J.J. Morrison 142

CONFIRMING BY-LAW NUMBER 074-19

143

Recommendation:

THAT By-law Number 074-19 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on August 12, 2019 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of August 12, 2019 be adjourned at ____:____.pm.

MEETINGS, NOTICES, ANNOUNCEMENTS

Saugeen Student Startup Program celebration & BBQ	August 14, 2019	5:00 p.m. – 7:00 p.m.
Unveiling and ribbon cutting ceremony for new Mount Forest Lions sign	August 17, 2019	12:00 p.m.
Mount Forest Agricultural Society Fall Fair	August 17, 2019	9:30 a.m. - 4:30 p.m.
Ontario Soil and Crop Improvement Association's Summer Meeting	August 18, 2019	
Regular Council Meeting	August 26, 2019	7:00 p.m.
Labour Day – Office Closed	September 2, 2019	
Regular Council Meeting	September 9, 2019	2:00pm
Joint Economic Development Meeting, Moorefield Community Centre	September 18, 2019	5:00 p.m.
Wellington North Cultural Roundtable	September 19, 2019	12:00 p.m.
Regular Council Meeting	September 23, 2019	7:00 p.m.

The following accessibility services can be made available to residents upon request with two weeks' notice:

Sign Language Services – Canadian Hearing Society – 1-877-347-3427

- Kitchener location – 1-855-656-3748

TTY: 1-877-843-0368 Documents in alternate forms – CNIB – 1-800-563-2642

DEPUTATIONS

Residents of Frederick Street West, Francis Street, Edward Street, Arthur

- Concerns about the safety of residents of Frederick Street West, Francis Street, Edward Street in Arthur

Cliff Heffernan appeared before Council representing residents of Frederick Street West, Francis Street and Edward Street, Arthur, to express their concerns about increased traffic, including commercial and farm vehicles, the lack of pedestrian friendly walkways, the increasing number of speeding vehicles, and the lack of signage alerting drivers to the presence of children, dog-walkers, the elderly and adults experiencing mobility issues. The group proposed the following suggestions:

- Continue the sidewalk down to the end of Frederick Street West and along Francis Street to the end, restricting the width of the road at the bend and into the curve to discourage large commercial and farming vehicles from using these streets as a shortcut.
- Post reduced speed limit and other safety signs as vehicles enter from the commercial area into the residential area.
- Make the intersection of Edward Street and Frederick Street West an all way stop and paint markings on the roadway. Move the stop sign on Edward Street closer to the intersection.
- Install speed bumps at the curve.

Staff will prepare a report for a future Council meeting.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1c, 2a, 2c, 5a, 6b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2019-206

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT all items listed under Items for Consideration on the July 22, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority, General Membership Meeting #5-19, May 15, 2019.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority, Authority Meeting, May 7, 2019.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Downtown Revitalization Advisory Committee meeting held on July 10, 2019.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on July 11, 2019.

THAT Council of the Corporation of Township of Wellington North receive the Planning Report prepared by Michelle Innocente, Senior Planner, dated July 16, 2019, regarding Karl Aitken Carpentry & General Contracting Ltd., Part Lot 8, Ellis Survey, RP61R20624, 330 Cork Street, Township of Wellington North (Mount Forest) - Part Lot Control Exemption Application.

THAT Council of the Corporation of Township of Wellington North receive the Wellington North Fire Service, Communique #68, June 2019.

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated July 16, 2019.

THAT the Council of the Corporation of Township of Wellington North receive the General Fund Financial Summary Report, Budget vs Year-to-Date Actual ending June 30, 2019.

THAT the Council of the Corporation of Township of Wellington North receive the Crime Stoppers Guelph Wellington, newsletter, The Informant, Summer 2019 – 2nd Quarter
CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2019-207

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on July 9, 2019.

CARRIED

RESOLUTION: 2019-208

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of The Corporation of the Township of Wellington North designate the Township owned lands to the south west of the Mount Forest & District Sports Complex for use by the Mount Forest Fireworks Festival for the 2020 midway.

CARRIED

RESOLUTION: 2019-209

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT Council of the Corporation of Township of Wellington receive the Planning Report prepared by Michelle Innocente, Senior Planner, dated July 16, 2019, regarding Recommendation Report, Draft Plan of Subdivision – 23T18004, London Road North, Mount Forest (Wilson Subdivision); AND FURTHER THAT the Council of the Corporation of Township of Wellington support the revised draft plan of subdivision and related conditions of the draft plan approval for 23T-18004.

CARRIED

RESOLUTION: 2019-210

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT Council of the Corporation of Township of Wellington North receive the Planning Report prepared by Michelle Innocente, Senior Planner, dated July 16, 2019, regarding London Road Subdivision, Mount Forest, Zoning By-law Amendment (Brad Wilson)

CARRIED

RESOLUTION: 2019-211

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Township of Wellington North receive Report OPS 2019-009 being a report on the review of the draft traffic/pedestrian control measures policy; AND FURTHER THAT Council direct staff to bring an authorizing by-law for the traffic/pedestrian control measures policy to a future meeting of Council.

CARRIED

RESOLUTION: 2019-212

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of Township of Wellington North receive County of Wellington correspondence, dated June 16, 2019, regarding County of Wellington Accessibility Fund Incentive Programme Application.
CARRIED

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern advised the Arthur Lions Club has prepared a donation pamphlet for the BMX/Skateboard Park which will be available at Arthur Second Look. They also have designed a thermometer to use for gaging fundraising.

CAO Mike Givens informed everyone that ground was broken today for the Mount Forest Splash Pad

Mayor Lennox stated that the Fireworks Festival appeared to be successful.

BY-LAWS

- a. By-law Number 066-19 being a by-law to exempt lands from Part Lot Control.
- b. By-law Number 067-19 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North (Part of Park Lot 4, South of Durham Street and East of Main Street Plan of Mount Forest, Formerly the Town of Mount Forest, Township of Wellington North – Brad Wilson)

RESOLUTION: 2019-213

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT By-law Number 066-19 and 067-19 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMING BY-LAW NUMBER 068-19

RESOLUTION: 2019-214

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT By-law Number 068-19 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 22, 2019 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2019-215

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Regular Council meeting of July 22, 2019 be adjourned at 8:15 p.m.

CARRIED

CLERK

MAYOR

General Membership Meeting #6-19

June 19, 2019

Member's Present: David Turton, Roger Watt, Deb Shewfelt, Matt Duncan, Alison Lobb, Ed McGugan, Zoey Onn, Kevin Freiburger, Megan Gibson, Anita van Hittersum,

Absent With Regrets: Cheryl Matheson

Staff Present: Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Stephen Jackson, Flood/Erosion Safety Coordinator

1. Call to Order

Chair Dave Turton called the meeting to order at 7:05 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #5-19 held on May 15, 2019 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #63-19

Moved by: Deb Shewfelt

Seconded by: Anita van Hittersum

That the minutes from the General Membership meeting #5-19 of May 15, 2019 be approved.

(carried)



4. Business Out of the Minutes

006

a) Gorrie Conservation Area Maintenance Items: Report #35-19

Staff were directed by the Members at the May meeting to complete site maintenance work at the Gorrie Conservation Area and to obtain estimates to grade the area downstream of the breach in the Gorrie Dam.

Report #35-19 was presented to advise the Members of the maintenance work that has been completed to improve the appearance of the site.

This motion followed.

Motion FA #64-19

Moved by: Roger Watt

Seconded by: Ed McGugan

That staff proceed with site grading at the Gorrie Conservation Area.

Discussion took place and it was determined that site grading of materials would be washed away with future flooding and would not further beautify the area. The Member's voted and Motion #62-19 was defeated.

Further discussion took place about entering into maintenance agreements with adjacent landowners of the Gorrie Conservation Area and this motion followed.

Motion FA #65-19

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

That staff proceed with finalizing volunteer agreements as outlined in Report #35-19 to allow the adjacent landowners of the Gorrie Conservation Area to cut grass upstream of the dam.

(carried)

b) Public Consultation on the Gorrie Dam Future Plans Study: Report #36-19

Report #36-19 was presented and extensive discussion took place. This motion followed.

Motion FA #66-19

Moved by: Alison Lobb

Seconded by: Roger Watt

That the MVCA proceed with 3rd party consultation on technical study of the Gorrie Dam options.

Discussion took place around the 3 options that have been outlined for the Gorrie Dam previously. The Member's discussed the financial requirements of the 3 options and withdrew this motion and made the following motions.

(carried)

Motion FA #67-19

Moved by: Alison Lobb

Seconded by: Deb Shewfelt

That the MVCA proceed with the next steps involved with decommissioning the Gorrie Dam and 007 remediation of the Gorrie Conservation Area.

(carried)

Motion FA #68-19

Moved by: Zoey Onn

Seconded by: Roger Watt

That the MVCA proceed with watershed hydrology and river and dam hydraulic studies; **And That** the funds be taken from the working capital surplus, if required.

(carried)

Motion FA #69-19

Moved by: Matt Duncan

Seconded by: Megan Gibson

That the MVCA proceed with public consultation outreach when information from the studies are known.

(carried)

Motion FA #70-19

Moved by: Roger Watt

Seconded by: Megan Gibson

That the MVCA proceed with clearly communicating the decisions that have been made with respect to the Gorrie Dam and Conservation Area to the community.

(carried)

5. Presentations

- a) Climate Trends, Impacts and Solutions in the Maitland Watershed:
- b) Impacts of High Lake Levels on Flood and Erosion Risks along Lake Huron:

These reports were received as presented.

6. Business Requiring Direction and Decision

- a) International Joint Commission (IJC) Public Meeting and Tour: Report #37-19

Report #37-19 was presented and this motion followed.

Motion FA #71-19

Moved by: Alison Lobb

Seconded by: Deb Shewfelt

That MVCA work with the IJC steering committee to help organize stakeholder meetings and a tour of the Garvey Glenn water quality project; **And That** staff present the benefits of collaboration for improving water quality in Lake Huron at the IJC's public meeting in Goderich on August 7th, 2019.

7. Reports

a) Member's Reports

Zoey Onn reported the progress that has been made at the Brussels Conservation Area. The playground equipment has been chosen, some ash trees have been removed and the group is hopeful that adequate funds will be raised to have the park ready for recreation activities by the end of the 2019 summer.

Deb Shewfelt reported that he and Phil Beard attended a forum on climate change organized by the Huron County Health Unit on May 31st. Deb and Phil made a presentation on the Carbon Footprint Initiative at the event.

Alison Lobb talked about her recent trip to Ireland that focused on water and bio-diversity issues and noted that the same issues and concerns exist in Ireland as they do here in Ontario.

Zoey Onn added that the Blue Bayfield Group will be holding an event in Seaforth on June 26th at the church where they will promote conservation and the importance of eliminating single use plastics.

b) Chair's Report

Chair Turton informed the Member's that Huron-Bruce MP Lisa Thompson and Wellington-Perth MP Randy Pettipiece are interested in meeting to discuss the proposed changes to the Conservation Authorities Act as outlined in Bill 108.

Additionally, the Chair advised the Members that the Town of Minto is in the process of identifying the flood damage reduction measures that the Town is interested in implementing in Harriston. Chair Turton gave thanks to MVCA for all the support that they are providing with this analysis.

8. Consent Agenda

The following items were circulated to the Member's for their information.

- a) Revenue/Expenditure Report for May: **Report #38-19**
- b) 2019 Budget-Work Plan Progress Report: **Report #39-19** (attached)
- c) Agreements Signed: **Report #40 -19**
- d) Correspondence for Members Information

This motion followed.

Motion FA #72-19

Moved by: Alison Lobb

Seconded by: Zoey Onn

THAT reports #38-19 through #40-19 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

9. In-Camera Session: Legal Matter

All attendees except the Member's and the GM-ST Administrative/Financial Services Coordinator were excused from the meeting at this time.

Motion FA #73-19

Moved by: Anita van Hittersum

Seconded by: Megan Gibson

THAT the Member's move in camera to review a legal matter.

(carried)

The following motion was made at the in camera session.

Motion FA #74-19

Moved by: Matt Duncan

Seconded by: Megan Gibson

THAT the Member's resume regular session.

(carried)

Attendees that were excused from the closed session were invited back to regular session.

10. Review of Meeting Objectives, Follow-up Actions, Next meeting:

Chair Turton reviewed the meeting objectives and announced that they have been met.

The next meeting of the membership will take place on July 17, 2019 at 7:00pm with a tour of the Garvey Glenn Priority Watershed Project.

11. Adjournment

The meeting adjourned at 9:10pm with this motion.

Motion FA #75-19

Moved by: Anita van Hittersum

Seconded by: Megan Gibson

THAT the general membership meeting be adjourned.

carried)

Dave Turton
Chair

Danielle Livingston
Administrative/Financial
Services Coordinator

SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #79

MEETING: SOURCE PROTECTION COMMITTEE
DATE: FRIDAY, MARCH 29, 2019
TIME: 1:00 P.M.
LOCATION: GREY SAUBLE CONSERVATION, OWEN SOUND ON
CALL TO ORDER

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

In Attendance: Chair, Bill Twaddle
Bruce Davidson, Stan Eby, Robert Emerson, John Fruin, Dick Hibma,
Dennis Kefalas, Angela Newman, Les Nichols, Gord Timmerman, Mitch
Twolan, Jim Uram

Others Present: Olga Yudina, Ex-officio, Ministry of the Environment, Conservation and
Parks (MECP)
Angela Newman, Ex-officio member, Grey-Bruce Health Unit
Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
Nancy Guest, Recording Secretary, DWSP

Also in Attendance: Cathy Little, Chair, Grey Sauble Conservation
Scott Greig, Director, Grey Sauble Conservation
Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen Conservation
Karen Gillan, Communications Specialist, DWSP
Michele Desjardin, Water Research Assistant, Chippewas of Nawash
Tyson Denning, Water Treatment Assistant, Chippewas of Nawash

Regrets: Tara Saab

The Chair remembered former SPC member Carolyn Day who passed away in early December 2018. Carolyn was a hard-working, caring SPC member and her contribution to the Committee will never be forgotten.

The Chair introduced and welcomed the new and reappointed members to the Committee, Dennis Kefalas, Mitch Twolan, John Fruin and Jim Uram, all representing municipal sectors, Les Nichols representing the agricultural sector and Dick Hibma, representing the public sector.

1. Adoption of Agenda

Motion No.
SPC-19-287

Moved by Stan Eby
Seconded by Angela Newman

THAT the Agenda be adopted as distributed.

Carried

2. Disclosure of Pecuniary or Conflict of Interest

Source Protection Committee (SPC) members were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at this time.

3. Adoption of Minutes

Motion No.
SPC-19-288

Moved by Bruce Davidson
Seconded by Robert Emerson

THAT the Minutes of the November 23, 2018 Source Protection Committee meeting be adopted as distributed.

Carried

4. Matters Arising from the Minutes

No matters arose from the previous minutes.

5. Correspondence

Letter from Minister Phillips dated December 3, 2018 respecting SPP amendments approval was **noted and filed.**

6. Reports

Administration Report 6a

The Project Manager reviewed Administration Report 6a and advised that five-year terms for SPC members will be maintained. The Management Committee vetted the applications for new members and recommended candidates to the Lead Authority, Grey Sauble Conservation, who appointed the new members. There is still a need to renew or replace 2 remaining positions on the Committee, planned for the Fall of 2019 or early in 2020. The deadline to address all remaining original members is the end of 2020.

Fourteen meetings were held with municipalities to address municipal implementation, specifically addressing requirements for Official Plan and by-law amendments. There has been some turnover at the municipal staffing level, therefore it was important to provide updated program information and orientation sessions for new municipal councils.

Most of the budget that was requested in the 2019/2020 workplan was approved by the Ministry. Approximately eight municipal meetings respecting consultation on Source Protection Plan amendments are anticipated in the upcoming year.

Communications Report 6b

The Communications Specialist reviewed Communications Report 6b with a short video and also commented on several events that were attended. The group was reminded of the upcoming Children's Water Festival on May 14 to 16, 2019 and the need for volunteers. Please contact Karen Gillan at 519-470-3000 X 205 if interested in volunteering.

7. New Business

Risk Management Office Update Report 7a

The Project Manager reviewed Risk Management Office Update Report 7a and distributed sample copies of a Risk Management Plan (RMP) for members to review. The Project Manager advised that the RMP is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) regulations and any personal information would be redacted. It was noted that to-date approximately 100 RMPs have been completed out of a total 200 possible Plans.

Annual Progress Report Submission Report 7b

The Project Manager reviewed Annual Progress Report Submission Report 7b and advised that the period covered in the Report is from July 1, 2016 to December 31, 2018. All three Source Protection Authorities (SPAs) will be shown the Report after the SPC has added its comments and before it is presented to the Ministry. The Annual Progress Report was reviewed by the SPC and comments were added as follows:

The great progress to-date on source protection plan implementation was made possible with the strong support and direct involvement of municipalities, agricultural and industry sectors, as well as other environmental and health related stakeholder groups. It is important to note that there is an ongoing need for financial and stakeholder support and to not lose focus as the program approaches full implementation. While the number of remaining policies to be fully implemented is decreasing, the effort to address all significant threat policies will likely increase over the next couple years as we approach the established implementation deadlines.

On page 6 of the Report, the Project Manager noted that Drinking Water Protection Zone road signs have increased from 138 to 152 due to the Ministry of Transportation installing an additional 14 road signs that were reported since the original preparation of the Report. The Report has been amended accordingly.

**Motion No.
SPC-19-289**

**Moved by Bruce Davidson
Seconded by Dick Hibma**

THAT: the Source Protection Committee endorses the overall assessment of "P: Progressing Well/On Target";

AND FURTHER THAT: the Source Protection Committee has the following comments to be included in the Annual Progress Report prior to submission to the Ministry of the Environment, Conservation and Parks:

The great progress to date on source protection plan implementation was made possible with the strong support and direct involvement of municipalities, agricultural and industry sectors, as well as other environmental and health-related stakeholder groups. It is important to note that there is an ongoing need for financial and stakeholder support, and to not lose focus as the program approaches full implementation. While the number of remaining policies to be fully implemented is decreasing, the effort to address all significant threat policies will likely increase over the next couple of years as we approach the established implementation deadlines.

Carried

Section 36 Work Plan Update Report 7c

The Project Manager reviewed Section 36 Work Plan Update Report 7c and advised that the items listed in the report will be reviewed in detail prior to the Work Plan being submitted to the Ministry by November 30, 2019.

8. Other Business

SPC member, Bruce Davidson, advised of several environmental initiatives in the Walkerton area.

There was no other business.

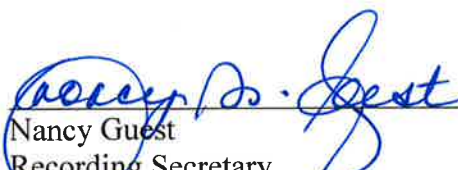
9. Confirmation of Next Meeting and Adjournment

The next Committee meeting will be held on Friday, July 26, 2019 from 1:00 p.m. to 4:00 p.m. at the Saugeen Valley Conservation Authority Administrative Offices in Formosa, Ontario.

There being no further business, the meeting was adjourned at 3:00 p.m.



 Bill Twaddle
 Chair



 Nancy Guest
 Recording Secretary

ITEMS FOR CONSIDERATION

- 1) Once again, the committee discussed the importance of having BIA representation on the committee and noted that no one from the BIA was in attendance. Dale updated the committee on the intent to move forward with the creation of a Wellington North BIA. This would include the existing Mount Forest BIA and would also establish a similar Business Area for the Town of Arthur. Intent would be to have joint governance however separate budgets and funding mechanisms to ensure dollars raised from Mount Forest building owners would only be used in Mount Forest and the same for Arthur. This proposal has been discussed briefly with council, the Arthur Downtown Revitalization Committee and the Mount Forest BIA and further details will be provided at the next meeting
- 2) The remainder of the meeting was spent discussing the various recommendations and a number of committee members stepped-up to take on the champion/leadership roles for the various initiatives as follows. It was agreed that these individuals/groups would do some research and bring back recommendations to the next committee meeting.

Signage

1) **Blade Signage** (Ingredient 16 Blade Signs) Signage is important and promoting perpendicular or blade signs in our downtown is a key priority. *Initiative will be led by the Municipality (Dale) in-partnership with the Chamber*

2) **Speech Bubbles** (Ingredient 18 Curb Appeal) First Impressions matter and the committee recommends funding be utilized to install Window Graphics/Speech Bubbles & Bubble Art to cover the front windows of vacant buildings. Owners who participate will not be required to contribute funding. *Initiative will be led by Sharon Wenger.*

3) **Gateway Signage** (Ingredient 12 Community Gateways) Gateway signage is an important first impression and is a great way to make our community welcoming. Included in the Gateway signage program is New/refurbished/structural refresh of Mount Forest signage, Community & Service Group Signage as well as Churches of Mount Forest Signage. *Initiative will be led by:*

- *Gateway Signage : Callee Rice, Peter Mohr and Pam Carson*
- *Community & Service Group Signage : Jeanean Mousseau & Karen Rave*
- *Church Group Signage : Karen Rave*

Streetscaping and Landscaping improvements

4) **Benches, Tables, Adirondack Chairs** (Ingredient 18 Curb Appeal) Beautification and enhancing curb appeal is a key priority area. Installation of a program to support business owners to put out benches, Adirondack chairs, etc. is viewed to be a major visual and welcoming improvement to our Downtown. *This initiative will be led by Crystal Seifried and Dan McCallum*

5) **Programmed Plaza** (Ingredient 11 Programmed Plaza) The committee is very committed to establishing a downtown gathering place for the community to enjoy and connect. First plan is to try and provide live entertainment Friday nights. *Initiative will be put on hold to 2020.*



PLANNING REPORT
for the TOWNSHIP OF WELLINGTON NORTH

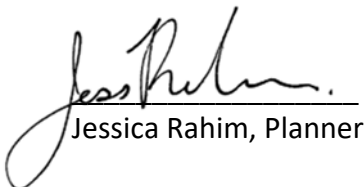
Prepared by the County of Wellington Planning and Development Department

DATE: May 21, 2019
TO: Mike Givens, C.A.O.
 Township of Wellington North
FROM: Jessica Rahim, Planner
 County of Wellington
SUBJECT: **Sharon Farms Enterprises**
730 Princess Street, Mount Forest
Removal of Holding (H) Provision for Townhouse Development and Long
Term Care Facility

Please find attached a by-law to remove the holding symbol from the subject lands. The purpose of the amendment is to remove the holding symbol (H) on a portion of the subject lands to allow for townhouse blocks and a long term care facility. The Holding Symbol has been applied to a portion of the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use, and a satisfactory stormwater management plan has been completed, in consultation with the Saugeen Valley Conservation Authority. Once the Holding symbol has been removed, the regulations of the Institutional Exception (IN-37) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

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

Respectfully submitted
 County of Wellington Planning and Development Department


 Jessica Rahim, Planner

8/06/19

Township of Wellington North
CHEQUE DISTRIBUTION REPORT
Payables Management

Cheque Number		73870 to 74056	
Cheque Number	Cheque Date	Vendor Name	Cheque Amount
73870	7/17/19	ADS Fire Service Pro Inc.	\$8,719.08
73871	7/17/19	Arthur Home Hardware Building	\$120.37
73872	7/17/19	Bailey Repair Services	\$272.77
73873	7/17/19	Barclay Wholesale	\$188.65
73874	7/17/19	Bell Mobility	\$1,317.60
73875	7/17/19	Broadline Equipment Rental Ltd	\$1,905.19
73876	7/17/19	Brubacher Powerline Inc.	\$353.13
73877	7/17/19	Clark Bros Contracting	\$16,586.14
73878	7/17/19	Coffey Plumbing, Div. of KTS P	\$273.18
73879	7/17/19	Cover-Ups Carpet & Flooring	\$954.62
73880	7/17/19	Deer Run Farms	\$252.00
73881	7/17/19	Delta Elevator Co. Ltd.	\$868.23
73882	7/17/19	E Cox Sanitation	\$135.49
73883	7/17/19	Firefighters Assoc of Ont	\$50.00
73884	7/17/19	Fire Marshal's Public Fire Saf	\$508.27
73885	7/17/19	FOSTER SERVICES/822498 ONT INC	\$1,988.80
73886	7/17/19	FOXTON FUELS LIMITED	\$995.15
73887	7/17/19	Frey Communications	\$110.73
73888	7/17/19	Go Glass & Accessories	\$966.15
73889	7/17/19	Horrigan Overhead Doors 2019	\$604.55
73890	7/17/19	Hort Manufacturing (1986) Ltd.	\$121.54
73891	7/17/19	Iconic Pools and Spa Inc	\$74.55
73892	7/17/19	Ideal Supply Inc.	\$100.48
73893	7/17/19	International Trade Specialist	\$308.31
73894	7/17/19	Jim's Auto Service	\$598.44
73895	7/17/19	Karl Aitken Carpentry	\$4,300.00
73896	7/17/19		\$128.00
73897	7/17/19	Marcc Apparel Company	\$326.57
73898	7/17/19	Martins TLC	\$5,833.06
73899	7/17/19		\$204.21
73900	7/17/19	Mike's Custom Weld & Fab.	\$477.99
73901	7/17/19	Moorefield Excavating Limited	\$252,226.68
73902	7/17/19	PETRO-CANADA	\$3,436.30
73903	7/17/19	Royal Bank Visa	\$2,510.30
73904	7/17/19	SELECTRA Contracting	\$542.40
73905	7/17/19	SMITH, CLIFF	\$1,500.00
73906	7/17/19		\$79.94
73907	7/17/19	Wightman Telecom Ltd.	\$204.11
73908	7/24/19	Acapulco Pools Limited	\$1,111.67

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
73909	7/24/19	A J Stone Company Ltd.	\$444.40
73910	7/24/19	ALS Laboratory Group	\$14,158.76
73911	7/24/19		\$50.00
73912	7/24/19	APC Mount Forest	\$161.09
73913	7/24/19	Arthur Foodland	\$28.06
73914	7/24/19	B & I Complete Truck Centre	\$138,797.90
73915	7/24/19	Barclay Wholesale	\$104.68
73916	7/24/19	Bell Canada Box 1550	\$18.35
73917	7/24/19	Bluewater Fire & Security	\$635.17
73918	7/24/19	B M Ross and Associates	\$62,006.66
73919	7/24/19	Broadline Equipment Rental Ltd	\$528.17
73920	7/24/19	Canada's Finest Coffee	\$124.00
73921	7/24/19	CARQUEST Arthur Inc.	\$6.87
73922	7/24/19	Carson Supply	\$4,348.18
73923	7/24/19	Chalmers Fuels Inc	\$1,079.87
73924	7/24/19		\$46.00
73925	7/24/19	City of Guelph	\$6,509.52
73926	7/24/19	Corporate Express	\$152.53
73927	7/24/19	Canadian Union of Public Emplo	\$1,381.20
73928	7/24/19	Da-Lee Dust Control	\$6,498.01
73929	7/24/19	Darch Fire	\$932.24
73930	7/24/19	Decker's Tire Service	\$1,639.63
73931	7/24/19		\$63.15
73932	7/24/19		\$65.00
73933	7/24/19	Frey Communications	\$6,253.70
73934	7/24/19	Fundex Investments Inc. In Tru	\$736.20
73935	7/24/19	General Seed Company	\$536.75
73936	7/24/19		\$1,900.00
73937	7/24/19		\$384.00
73938	7/24/19	Hach Sales & Service Canada Lt	\$1,638.50
73939	7/24/19	Hartman Electronics & Comm	\$2,017.05
73940	7/24/19	Human Response Monitoring Cent	\$542.40
73941	7/24/19	Hydro One Networks Inc.	\$1,090.45
73942	7/24/19	Iconic Pools and Spa Inc	\$140.06
73943	7/24/19	Ideal Supply Inc.	\$179.86
73944	7/24/19	International Trade Specialist	\$119.28
73945	7/24/19	Ivan Armstrong Trucking	\$2,890.47
73946	7/24/19	J J McLellan & Son	\$334.63
73947	7/24/19	K Smart Associates Limited	\$5,440.18
73948	7/24/19	Leslie Motors Ltd.	\$36,355.84
73949	7/24/19	Lifesaving Society	\$1,080.05
73950	7/24/19	M & L Supply	\$45.20
73951	7/24/19		\$214.00
73952	7/24/19	Manulife Financial	\$26,637.10
73953	7/24/19	Maple Lane Farm Service Inc.	\$68.68
73954	7/24/19	Mount Forest Fireworks Festiva	\$750.00

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
73955	7/24/19	Mount Forest Foodland	\$29.85
73956	7/24/19	MF Museum Archives	\$200.00
73957	7/24/19	Moorefield Excavating Limited	\$4,681.36
73958	7/24/19	MRC Systems Inc	\$2,756.85
73959	7/24/19	North Wellington Co-op Service	\$1,907.71
73960	7/24/19	Officer's Auto Care Inc.	\$854.38
73961	7/24/19	Ont Mun Employee Retirement	\$37,628.36
73962	7/24/19	Ontario One Call	\$131.53
73963	7/24/19	PACKET WORKS	\$282.50
73964	7/24/19	Paul Dray Legal Services	\$854.56
73965	7/24/19	Pollard Distribution Inc.	\$22,539.78
73966	7/24/19	Premier Equipment Ltd.	\$81.39
73967	7/24/19	Print One	\$670.09
73968	7/24/19	Pryde Truck Service Ltd.	\$5,153.20
73969	7/24/19	Purolator Inc.	\$58.64
73970	7/24/19	Reeves Construction Ltd	\$20,839.46
73971	7/24/19	Reliance Home Comfort	\$77.55
73972	7/24/19		\$823.61
73973	7/24/19	Rintoul's Pools & Spas Ltd.	\$12,372.37
73974	7/24/19	ROBERTS FARM EQUIPMENT	\$1,100.30
73975	7/24/19	Sanigear	\$562.97
73976	7/24/19		\$113.75
73977	7/24/19		\$198.31
73978	7/24/19	Suncor Energy Inc.	\$13,088.15
73979	7/24/19	Superior Tire Sales & Service	\$140.74
73980	7/24/19	TD Wealth	\$736.20
73981	7/24/19	Technical Standards & Safety A	\$108.00
73982	7/24/19	Telizon Inc.	\$1,010.09
73983	7/24/19	The Office of the Registrar Ge	\$2,400.00
73984	7/24/19	Trevor Roberts Auto Repair	\$53.68
73985	7/24/19	TSC Stores	\$40.62
73986	7/24/19	Twp of Wellington North	\$235.04
73987	7/24/19	Union Gas	\$1,327.33
73988	7/24/19	Waste Management	\$1,235.66
73989	7/24/19	Wellington Advertiser	\$655.97
73990	7/24/19	Wellington North Power	\$66,227.46
73991	7/24/19	Wellington North Machine	\$182.30
73992	7/24/19	Wightman Telecom Ltd.	\$587.68
73993	7/24/19	Wilson Plumbing Service Inc.	\$118.65
73994	7/24/19	Workplace Safety & Ins Board	\$8,985.56
73995	7/24/19	Yake Electric Ltd	\$1,133.00
73996	7/24/19	Young's Home Hardware Bldg Cen	\$2,399.33
73997	7/24/19		\$1,900.00
73998	7/31/19	Abell Pest Control Inc	\$133.84
73999	7/31/19	Acapulco Pools Limited	\$1,517.59
74000	7/31/19	Adantage Data Collection	\$9,136.62

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74001	7/31/19	Arthur Cash & Carry	\$3,016.67
74002	7/31/19	Arthur Home Hardware Building	\$582.39
74003	7/31/19	Bannerman	\$361.60
74004	7/31/19	Barclay Wholesale	\$104.68
74005	7/31/19	Battlefield Equipment Rentals	\$28.52
74006	7/31/19	Brent D. Rawn Electric	\$376.58
74007	7/31/19	Broadline Equipment Rental Ltd	\$361.60
74008	7/31/19	CARQUEST Arthur Inc.	\$2,387.27
74009	7/31/19		\$30.00
74010	7/31/19	Canadian Port & Heavy Equipmen	\$373.61
74011	7/31/19	Coffey Plumbing, Div. of KTS P	\$392.68
74012	7/31/19	Corporate Express	\$168.22
74013	7/31/19	County of Wellington	\$90.40
74014	7/31/19	Dependable Emergency Vehicles	\$597.39
74015	7/31/19	E Cox Sanitation	\$169.50
74016	7/31/19	Frey Communications	\$319.16
74017	7/31/19		\$1,900.00
74018	7/31/19		\$32.00
74019	7/31/19	Hach Sales & Service Canada Lt	\$162.95
74020	7/31/19		\$250.00
74021	7/31/19		\$250.00
74022	7/31/19		\$12.00
74023	7/31/19	Hydro One Networks Inc.	\$1,764.21
74024	7/31/19	Iconic Pools and Spa Inc	\$71.16
74025	7/31/19		\$317.77
74026	7/31/19	Kwik Snaks Ltd	\$147.83
74027	7/31/19	Larry Epworth & Sons	\$226.00
74028	7/31/19	Maple Lane Farm Service Inc.	\$123.50
74029	7/31/19	Mount Forest Foodland	\$112.76
74030	7/31/19	Mike's Custom Weld & Fab.	\$429.40
74031	7/31/19	Minister of Finance - Misc	\$210.00
74032	7/31/19		\$250.00
74033	7/31/19	Municipality of North Perth	\$411.05
74034	7/31/19		\$250.00
74035	7/31/19	North Wellington Co-op Service	\$67.98
74036	7/31/19		\$100.44
74037	7/31/19	Print One	\$2,324.41
74038	7/31/19	Purolator Inc.	\$52.45
74039	7/31/19		\$396.00
74040	7/31/19	RLB, Chartered Accountants	\$13,616.50
74041	7/31/19	ROBERTS FARM EQUIPMENT	\$1,662.39
74042	7/31/19	Rural Routes Pest Control Inc.	\$79.10
74043	7/31/19	Sanigear	\$458.33
74044	7/31/19		\$2,950.00
74045	7/31/19	Shred All Ltd.	\$320.92
74046	7/31/19	Suncor Energy Inc.	\$3,740.64

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74047	7/31/19	Superior Tire Sales & Service	\$99.72
74048	7/31/19	T&T Power Group	\$2,429.50
74049	7/31/19	Union Gas	\$664.25
74050	7/31/19	USTI Canada, Inc.	\$2,106.66
74051	7/31/19	Viking Cives Ltd	\$37.55
74052	7/31/19	Wachs Canada Ltd.	\$533.51
74053	7/31/19	Weber's Farm Supply	\$356.00
74054	7/31/19	Wellington Advertiser	\$583.08
74055	7/31/19	Young's Home Hardware Bldg Cen	\$319.58
		TOTAL:	\$916,840.43



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of August 12, 2019
From: Darren Jones, Chief Building Official
Subject: CBO 2019-13 Building Permit Review Period Ending June 30th, 2019

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2019-13 being the Building Permit Review for the period ending June 30th, 2019.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2018-12 Building Permit Review Period Ending June 30th, 2018
2. CBO 2019-12 Building Permit Review Period Ending May 31st, 2019

BACKGROUND

June 2019 showed a total of 18 Building Permits issued at a construction value of \$1.9M with invoiced permit fees of \$17K.

Permit Type Breakdown

- Minor Residential – 8 Permits at \$150,000 construction value
- Institutional/Commercial/Industrial – 2 Permits at \$16,200 construction value
- Agricultural – 8 Permits at \$1,717,000 construction value

Historical Permit Data

- 12 Month Average of 19 Permits at \$3,826,000 construction value
- 10 Year Monthly Average for June of 30 Permits at \$2,389,000 construction value
- 10 Year, Year to Date Average of 115 Permits at \$14,372,000 construction value

FINANCIAL CONSIDERATIONS

In June 2019 we issued building permits with permit fees of \$17,000. So far in 2019 we have issued Building Permits with permit fees totaling \$154,000.

No permits were issued in June where development charges are applicable. So far in 2019 we have issued permits with applicable development charges of \$216,000.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By: Darren Jones, Chief Building Official

Recommended By: Michael Givens, Chief Administrative Officer



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 12th, 2019

From: Dale Small
Economic Development Officer

Subject: EDO 2019-018 Electronic Vehicle Charging Stations

RECOMMENDATION

THAT Council of the Corporation of Township of Wellington North receive for information the Economic Development Officer report EDO 2019-018 dated August 12th, 2019 being a report on the Wellington North Electronic Vehicle Charging Stations

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

EDO 2016 - 010 dated April 20th, 2016
 EDO 2017 - 023 dated November 6th, 2017
 EDO 2018 - 022 dated May 22nd, 2018

BACKGROUND

In 2016, through the Green Investment Fund, and in partnership with Arntjen Solar, Wellington North was successful in obtaining funding for the installation of Electronic Vehicle Charging Stations in Arthur and Mount Forest. The Arthur station is located in the parking lot by the swimming pool and in Mount Forest the station is located in the Municipal Parking Lot behind the TD Bank.

Our five-year agreement with Arntjen Solar was signed in June 2016 with the \$100,000 capital costs being covered through the Ontario Green Investment Fund. Arntjen Solar also took responsibility for the vendor agreements, managed the delivery and installation of the Charging Stations and is responsible, through Chargepoint, for the ongoing maintenance, service and repair of these stations.

Revenue is generated through a charging fee consistent with the fees Arntjen Solar has established at all their locations throughout the province. At a Level 2 charging station the cost is .05 cents per minute plus HST and at the DC Fast charging station the cost is .28 cents per minute plus HST.

From an expense perspective, in addition to the energy expense, Chargepoint the service provider takes off a 10% billing fee from all revenue generated to cover payment processing. Based on our agreement with Arntjen Solar the net profit/loss generated from the Charging Stations is then split evenly 50/50.

FINANCIAL CONSIDERATIONS

Quarterly usage reports are provided by Arntjen Solar for both locations and a recap, including the net profit/(expense), is as follows:

	COMBINED		MOUNT FOREST		ARTHUR	
	Total per kWh use-age	Net profit/ (expense)	# of sessions	per kWh use-age	# of sessions	per kWh use-age)
2017 Apr - Jun	636.83	(\$194.52)	34	261.56	25	375.27
2017 July - Sept	761.01	\$ 5.78	30	321.86	38	439.15
2017 Oct - Dec	698.82	(\$ 36.54)	41	483.44	23	215.38
2018 Jan - Mar	600.62	(\$ 68.39)	24	199.31	37	401.31
2018 Apr - Jun	759.93	\$ 43.53	43	510.92	31	249.01
2018 July - Sept	1,303.74	\$ 207.02	79	1,061.93	36	241.81
2018 Oct - Dec	1,152.00	\$ 116.66	72	737.92	33	414.08
2019 Jan - Mar	1,565.59	\$ 269.52	55	901.06	52	664.53
2019 Apr - Jun	1,304.15	\$ 154.75	47	543.10	60	761.05

Combined per kWh use-age for the past while has resulted in a net revenue position which we are quite pleased with. For information and comparison purposes we also reached out to Wellington County to get use-age information for their Charging Station located at the Arthur Library. For this location, you will notice that there is no data from Oct 2018 – Mar 2019. We were advised that during this time period the station had been vandalized and the downtime for repair and reinstallation was significant.

	Wellington County Arthur Library location	
	# of sessions	per kWh use-age
2017 Apr - Jun	N/A	N/A
2017 July - Sept	35	565.19
2017 Oct - Dec	9	178.6
2018 Jan - Mar	12	226.38
2018 Apr - Jun	19	379.83
2018 July - Sept	14	271.13
2018 Oct - Dec	Nil*	Nil*
2019 Jan - Mar	Nil*	Nil*
2019 Apr - Jun	9	113.73

With our support the net proceeds from the charging station are currently being held by Arntjen Solar in a reserve account for future use. Our five-year agreement with Arntjen ends in 2021 and in late 2020 a report and recommendation will come to council for consideration.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

XX Yes No N/A

Which priority does this report support?

XX Modernization and Efficiency XX Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Dale Small, Economic Development Officer *Dale Small*

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*



Staff Report

To: Mayor and Members of Council Meeting of August 12th, 2019
From: Dale Small
Economic Development Officer
Subject: EDO 2019-019 Community Initiated Project

RECOMMENDATION

That Council of the Township of Wellington North receive Report EDO 2019-019 being a report on the Community Initiated Projects Program;

AND FURTHER THAT Council approve a one-time grant of \$1,000 under the Community Initiated Projects Program to Fathers Heart Healing Ministries in support of their Community Art Studio Program.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Established in 2016 this program supports Wellington North's Strategic Priorities for increased collaboration and partnerships. It enables the municipality to partner with Organizations and Groups pursuing the delivery of new or additional services/programs in Wellington North.

To be eligible for funding the applicant must meet clearly defined criteria and the program or service being considered must serve identified community needs not already adequately served by another organization. The Community Initiated Project program has proven quite popular and projects supported by council to date is as follows:

Year	# of Projects Supported	Explanation
2017	1	Mount Forest Lions Club; Playground Upgrades
2018	5	Arthur Minor Ball; Diamond C construction Mount Forest Minor Ball; Batting Cage relocation Friends of Pickleball; Mount Forest Seniors Centre for Excellence; New Programming Wellington Heights Secondary School; Community Gardens
YTD 2019	4	Arthur Royal Canadian Legion; Electronic Sign Mount Forest Lions Club; Sports Complex Electronic Sign Mount Forest Royal Canadian Legion; Electronic Sign Musashi Auto Parts; Community Gardens

On July 23rd an application was received from **Fathers Heart Healing Ministries (FHHM)** to assist them in establishing a Community Art Studio for residents in Arthur and the surrounding area. The request is for \$1,000 which represents 33% of the total cost. A copy of the application, as well as the decision matrix reviewed by the Senior Management Team, is provided in the attachments.

This is a great program being considered, and we applaud FHHM, in wishing to offer this service. The grant would assist FHHM in purchasing art supplies and workshop materials for the participants. Workshops will be offered to a wide range of groups including youth, women's groups, after school groups etc. and will be instructed by local facilitators. The plan is to launch the program in the fall of 2019 and have it running for upwards to two years. It is the staff recommendation that council approve this application.

FINANCIAL CONSIDERATIONS

\$50,000 has been allocated in the 2019 Capital Budget to support the Community Initiated Project program. To date, excluding this application, \$34,250 in funding has been approved:

- \$17,250 Mount Forest Lions Club; sign for Sports Complex (approved March 25th, 2019)
- \$ 7,500 Arthur Royal Canadian Legion; Electronic Sign (approved March 25th, 2019)
- \$ 7,500 Mount Forest Royal Canadian Legion; Electronic Sign (approved June 24th, 2019)
- \$ 2,000 Musashi Auto Parts Canada Inc.; Community Gardens (approved June 24th, 2019)

ATTACHMENTS

Community Initiated Project Decision Matrix

FHHM Community Initiated Project Application

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

XX Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Municipal Infrastructure

XX Partnerships

Alignment and Integration

Prepared By: Dale Small, Economic Development Officer *Dale Small*

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*

COMMUNITY INITIATED PROJECT: DECISION MATRIX

029

Applicant/Organization Name: Fathers Heart Healing Ministries (FHHM)

Date Application Received:

July 23rd, 2019

Name of Project: Community Art Studio

Amount of Funding Requested:

\$ 1,000.00

Date of Senior Management Team Review: July 30th, 2019

Criteria Number	Criteria	Yes	No	Comments/Additional Explanation
1	Is the applicant eligible as per the definition outlined in the Community Initiated Project Guidelines and how many years has the organization been in existence in our community?	X		Fathers Heart Healing Ministries, a registered charity operating in Wellington North since 2014, is eligible to apply for funding under this program.
2	Does the proposal serve a clearly identified community need that is not currently adequately addressed?	X		Funding is being requested to support a Community Art Studio for residents in Arthur and surrounding Regions. The objective of the Community Art Studio is to provide a safe and encouraging creative community space.
3	Will the program or service being recommended be accessible to all residents?	X		Workshops will be offered by various local facilitators and will support all age groups. The grant would provide support for art supplies and workshop materials for participants and where possible might also assist in providing honorariums for the workshop facilitators.
4	Recognizing the above identify which group or groups will benefit most from this project. (Young families, Youth, Seniors, disabled, general population, etc.)	X		The mission of FHHM is to provide a safe space for girls and vulnerable women exiting human trafficking and the sex trade. The Community Art Studio however will support all groups including other women’s groups, young children and after school groups.
5	Community Initiated Project Grant funding is available to cover up to 50% of eligible costs. What amount is being requested and what is the percentage of the overall cost?	X		FHHM have estimated the cost of their Community Art Studio @ \$3,000. Amount of funding requested from W.N. = \$1,000. Funding being requested is 33.3% of the overall cost and therefore is within guidelines.
6	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description/explanation of Project • Has the applicant clearly explained their qualifications • Has the need, intent and use of funding been clearly defined • Demonstrated Financial Support 	X X X X		Application has been very well completed and contains sufficient information on the program. Council will recall that a previous application was recently submitted by FHHM to specifically support the BATH program however this application was declined. Revenue and Expense overview was provided with the previous application so is not been required with this application.
7	Will the goods and services to complete the required work be performed by the applicant/local businesses/suppliers?	X		Funding will be used to help launch this program and to assist with purchasing supplies, etc.

COMMUNITY INITIATED PROJECT: DECISION MATRIX

8	<p>Based on the completeness of the application and the applicant qualifications, combined with Vision of our Desired Future, rate the request based on the following measurers.</p> <p>a) Professional Standards _4_</p> <p>b) Fiscal and overall accountability: (Minimum 50% of Project Funding is required from the applicant)</p> <p style="padding-left: 20px;">50% - 59% score 1 _2_</p> <p style="padding-left: 20px;">60% - 69% score 2</p> <p style="padding-left: 20px;">70% - 79% score 3</p> <p style="padding-left: 20px;">80% - 89% score 4</p> <p style="padding-left: 20px;">90% - 100% score 5</p> <p>c) Administrative accountability _4_</p> <p>d) Economic Impact _2_</p> <p>e) Community Service and participation _4_</p> <p>f) Responsiveness to existing community need _3_</p> <p>g) Degree of accessibility _3_</p> <p>h) Level of Risk to the Township-financial and otherwise (5 is low) _5_</p>			<p>(All eight areas must receive a score and a minimum of 24 points must be achieved for the application to be forwarded to council for consideration)</p> <p>The grading scale for items 8 a) – g) is one to five with one being low and five being high.</p> <p>The grading scale for item 8 h) is reversed with a score of one for high and five low.</p> <p>Total Score: <u>27</u></p>
9	Is the targeted completion date within 8 months from date of approval or is an extension required?	Yes		The plan is to launch the program in the fall of 2019 and to have it running for upwards to two years.
10	Has the applicant agreed to provide a written statement on the use of funds within two months of the completion of the event/program/service	Yes		This would be provided upon request however due to the size of the grant and the reputation of FHHM we do not feel this is required.
11	Other comments from the Senior Management Team	Refer to council report. This is a good program for the community, and we recommend that council approve the grant of \$1,000.00		
Recommendation	<p>That the Senior Management Team of the Township of Wellington North supports this application and directs the Economic Development Officer to complete a report to council.</p> <p><i>Mike Givens</i> <i>Dale Small</i> <i>August 2nd, 2019</i></p> <p>CAO _____ Senior Team Member _____ Date _____</p>			



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COMMUNITY INITIATED PROJECT: APPLICATION FORM

The purpose of this program is to assist Community Organizations/Service Clubs/Individuals in obtaining funding as well as the support of the council of the Township of Wellington North when pursuing the delivery of new or additional services and/or programs in Wellington North. This program supports the Township of Wellington North's Strategic Priorities where we identified the need "To explore new strategic partnerships where additional resources can be accessed in order to meet the service needs of our community".

The purpose of this application form is to provide clarity on the information required from the Community Organization/Service Club/Individuals who are pursuing financial assistance for the delivery of new services or an expansion of existing services in Wellington North. This application form is to be completed & signed by the most senior official in the Organization making the request and should be sent to Mike Givens, Chief Administrative Officer at the above address or by email at mgivens@wellington-north.com.

Section A – Organization Information

Organization Name: Father's Heart Healing Ministries (FHHM)	Year Organization established in W.N.: 2014
Mailing Address: P.O. Box 912, Arthur, ON, N0G 1A0	# of Current and Active Club Members: Six part-time staff, and approximately 35 volunteers
	Annual Organization/Club Revenues: \$34,000
Signing Official Name: Maggie Baratto	Can you provide Financial Statements if asked? Yes
Position in Organization: Founder & Administrator	Name of Organizations Treasurer: Vanessa Belanger
email address: admin@fhhm.org	Web-site address: www.fhhm.org
Phone Number: 519-848-3223	Facebook Page: https://www.facebook.com/FathersHeartHealingMinsistries/

Section B – Organization Mission & Mandate (In 150 words or less describe your Organization's main focus as well as some of your typical activities, as well as existing services and/or programs)

The mission of FHHM is to provide a sanctuary, a safe space for women voluntarily transitioning out of human trafficking, the sex trade and addiction into a stable lifestyle, working alongside already existing long-term community programs. FHHM runs the Beauty for Ashes Transformation House (BATH) and Oil of Joy Transitional Housing, residences for girls and women exiting human trafficking and the sex trade. Ongoing activities at BATH and Oil of Joy include: inner healing prayer ministry, bible study focusing on self-esteem, healthy living and identity, physical recreation, job skills training (Learning Centre), reintegration into

community via socializing with our volunteers and local church groups, and participation in ministry programs such as Celebrate Recovery.

(continue on additional page if required)

Section C – Name of Your Project (10 words or less)

Community Art Studio

Section D – Project Costs: Overall Cost of Your Project: \$ 3,000

Amount of funding requested from Township of Wellington North: \$ 1,000 (must not exceed 50% of overall cost)

Section E – Project Description (In 250 words or less describe your Project, explain the rationale for your Project as well as the community need you are addressing)

FHHM seeks to develop a Community Art Studio for residents in Arthur and surrounding regions.

Objectives of the Community Art Studio are:

1. To provide a safe and encouraging creative community space;
2. To offer fun and innovative workshops for all ages: workshops to include - dream boards, painting, scrapbooking, crafts, knitting, sewing, and more;
3. To offer specific workshops including those for: women's groups; women at BATH and at Oil of Joy Transitional Housing; young children; after school groups; and team building; and
3. To have workshops offered by various facilitators from the local area.

Anticipated outcomes for the Community Art Studio include:

1. Improvement in the mental, emotional, and spiritual health of all participants;
2. Improvement in the physical wellbeing of all participants;
3. Improved sense of inclusion and belonging for individual participants; and
4. Improved relationships within participating families and teams.

(continue on additional page if required)

Section F – Other Project Details (Provide as much detail as possible and use additional page if required)

1)	Who will benefit most from your project? Circle no more than two (Youth, Young Families, Seniors, New Residents, Business Community, <u>General Population</u> , Other) If other explain.
2)	Has your organization the funding in place to cover your portion of the project costs? Yes <u>No</u> (if no explain) We are seeking in-kind support from community members and workshop facilitators.
3)	What will the funding from the Township of Wellington North be used for? This grant would provide support for art supplies and workshop materials for participants. Where possible, this grant would also assist in providing honorariums for workshop facilitators at the Community Art Studio.

4)	<p>Are there other organizations/individuals assisting you in the Project? If yes indicate who all is involved.</p> <p>The Community Art Studio has not been funded. In the past, FHHM has received funding from 100 Huntley Street, as well as donations and in-kind contributions from community members.</p>
5)	<p>When would you like to see the project started and completed?</p> <p>We would like to launch this project in Fall 2019, and have it running in the community for at least 2 years.</p>
6)	<p>What else would you like to tell us about your Project that would help us in approving your application?</p> <p>Today's society sees more connection via technology, yet individuals report feeling disconnected from others and having less meaningful relationships overall. The Community Art Studio will promote development of quality friendships and relationships among residents in Wellington North. We believe participants will benefit emotionally, mentally, and spiritually by interacting in an open and encouraging social setting.</p>

Section D – Acknowledgements & Signatures

- ✓ I am the most senior official with designated signing authority/decision making authority in our organization
- ✓ I acknowledge the information in this application is true, accurate and complete to the best of my ability
- ✓ I have reviewed the application with the Director of Recreation, Parks and Facilities or the Economic Development Officer
- ✓ Should the application be approved I will provide a written statement of use of funds within two months of the completion of the event/service/program



Signature

Dr. Simone Holligan
Name

July 23rd, 2019
Date



Staff Report

To: Mayor and Members of Council Meeting of August 12th, 2019

From: Dale Small,
Economic Development Officer

Subject: EDO 2019-020 Community Improvement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO 2019-020 being a report on the Community Improvement Program;

AND FURTHER THAT Council approve the following grants:

- \$2,500 under the Façade Improvement Program for the planned improvements to be made at 9141 Highway 6, Sacred Heart Church in Kenilworth
- \$2,500 under the Façade Improvement Program for the planned improvements to be made at 9147 Highway 6, Sacred Heart Cemetery in Kenilworth

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Since 2012 our Community Improvement Plan (CIP) has enabled the Municipality to provide grants to individuals, businesses, organizations, etc. who are making improvements to their buildings all in an effort to support revitalization and redevelopment activities in our community. The program has proven quite popular, and including these two requests, seventy-three applicants have submitted applications for funding under the Community Improvement Program.

The total dollar value of the overall improvements made in our Community as a result of these applications is conservatively estimated at \$1.2 million and of this amount 80% has been covered by the applicants with the remaining 20% covered by grants/loans under the CIP.

Over the past few weeks two applications for funding have been received bringing the YTD total to fourteen. All applications are eligible as per our Community Improvement Guidelines and as required under our program all applications are reviewed by our Community Improvement Program Review Panel (CIPRP).

A brief overview follows:

- Application from Paul Bolen, Parish Council Member; Sacred Heart Church in Kenilworth for repairs to the front steps, railings and entrance of the church at 9141 Highway 6 in Kenilworth.
- Application from Jim Bodendistle, Secretary; Sacred Heart Cemetery in Kenilworth for repairs to the cemetery entrance at 9147 Highway 6 in Kenilworth.

A copy of the decision matrix, which provides additional information on the proposed improvements, is attached to this report. As the Church and Cemetery have separate street addresses both locations are eligible to receive grant funding. The review panel recommends council approve the applications as presented.

FINANCIAL CONSIDERATIONS

In 2019 **\$25,000** in Community Improvement Program funding has been approved in the Economic Development Operating budget and an additional **\$15,000** has been approved from the Wellington County BR+E Implementation Fund. Additional funding, to support Blade Signage, has also been approved within our Main Street Revitalization Program.

The fourteen applications processed YTD, total **\$52,786** in approved funding. Of this amount:

- \$13,168 is not expected to be advanced in 2019 and will be included in future years funding
- \$ 2,980 is for Blade Signage & funding will come from the Main Street Revitalization Program
- \$36,638 will be covered from the EDO budget and BR+E Implementation funding

ATTACHMENTS

Community Improvement Program: Grant Application Decision Matrix

- Sacred Heart Church, Kenilworth Pages 1 - 2
- Sacred Heart Cemetery, Kenilworth Pages 3 - 4

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

XX Yes No N/A

Which priority does this report support?

Modernization and Efficiency XX Partnerships
 Municipal Infrastructure XX Alignment and Integration

Prepared By: Dale Small, Economic Development Officer *Dale Small*

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: Sacred Heart Church, Kenilworth

Date Received: July 18th, 2019 Application #: F.I.L.&G. # 56

Amount Requested: \$2,500

Date of Community Improvement Plan Review Panel Meeting: August 6th, 2019

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The application was completed by Paul Bolen a Sacred Heart Church Parish Council Member.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		Sacred Heart Church is located at 9141 Highway 6 in Kenilworth which is within the CIPA boundary.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program 	X		Total funding, in the amount of \$2,500, is being requested from one of the seven financial incentive programs as follows: \$ 2,500.00
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF FUNDING REQUESTED \$2,500.00 TOTAL AMOUNT OF FUNDING ELIGIBLE \$2,500.00 TOTAL COST OF OVERALL IMPROVEMENTS \$8,859.20
5	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Improvements are planned for completion before the end of the year.
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		All municipal accounts are up to date.

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Culp Restorations from Alisa Craig will be completing the restoration work.
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Facade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X X X X		Application was properly completed, including the façade improvement checklist and includes a detailed description of improvements. Due to the difficulty in obtaining two estimates the Review Panel waived this requirement and one estimate was provided by Culp Restorations.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X X		Eligible expenses relate to the costs associated with restoration work on the front steps and include: <ul style="list-style-type: none"> • Chisel loose & degrading concrete on steps and railings • Clean and repair concrete on steps and railings • Caulk expansion joint • Parge both inside *& outside surfaces of railing walls
10	Other comments from the Review Panel	X		Sacred Heart Church applied and received CIP funding in 2017 to support the installation of signage and other minor repairs. This application continues the ongoing restoration work required at this location.
Recommendation	The Community Improvement Review Panel support this application and recommends council approval in the amount of \$ 2,500.00			
	<i>Darren Jones</i> Darren Jones		<i>Dale Small</i> Dale Small	August 6th, 2019 Date

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: Sacred Heart Church Cemetery

Date Received: July 18th, 2019

Application #: F.I.L.&G. # 57

Amount Requested: \$2,500

Date of Community Improvement Plan Review Panel Meeting: August 6th, 2019

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The application was completed by Jim Bodendistle Church Secretary at Sacred Heart Church.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		Sacred Heart Church Cemetery is located at 9147 Highway 6 in Kenilworth which is within the CIPA boundary.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program 	X		Total funding, in the amount of \$2,500, is being requested from one of the seven financial incentive programs as follows: \$ 2,500.00
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF FUNDING REQUESTED \$2,500.00 TOTAL AMOUNT OF FUNDING ELIGIBLE \$2,500.00 TOTAL COST OF OVERALL IMPROVEMENTS \$12,836.80
5	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Improvements are planned for completion before the end of the year.
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		All municipal accounts are up to date.

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Culp Restorations from Alisa Craig will be completing the restoration work.
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Facade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X X X X		Application was properly completed, including the façade improvement checklist and includes a detailed description of improvements. Due to the difficulty in obtaining two estimates the Review Panel waived this requirement and one estimate was provided by Culp Restorations.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X X		Eligible expenses relate to the costs associated with restoration work on the cemetery entrance: <ul style="list-style-type: none"> • Chisel masonry on all 4 sides of existing entrance posts • Reset missing stones on post • Masonry and tooling to match original finish • Repair post caps and reset loos stone caps where needed
10	Other comments from the Review Panel	X		
Recommendation	The Community Improvement Review Panel support this application and recommends council approval in the amount of \$2,500.			
	<i>Darren Jones</i> Darren Jones		<i>Dale Small</i> Dale Small	August 6th, 2019 Date



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 12, 2019

From: Matthew Aston, Director of Operations

Subject: OPS 2019-008 being a report on the review of the draft sewage allocation policy

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2019-008 being a report on the review of the draft sewage allocation policy;

AND FURTHER THAT Council direct staff to bring an authorizing by-law for the sewage allocation policy to a future meeting of Council.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

At the April 29th meeting the Council of the Township of Wellington North passed resolution #2019-119, which in part, “direct[ed] staff to develop a Sewage Allocation Policy, establishing clear priorities and procedures for future allocation of sewage units for Council to consider and endorse”.

Attached as Schedule A is the first draft of the proposed Sewage Allocation Policy for the Township for Council’s review and critique.

Council can feel free to provide feedback and proposed changes to the draft policy to the Director of Operations prior to September 23, 2019, after which time staff will finalize the policy and prepare an authorizing bylaw.

Specifically, Council is requested to give consideration for the maximum number of sewage allocation units that are issued each year – see bullet 6 of the attached draft policy as well as the level of public consultation necessary for policy implementation. A chart is attached as Schedule B to provide some analysis on how this maximum could impact the sewage units available.

The draft as attached was developed by staff after reviewing similar policies in force in neighbouring municipalities as well as giving due consideration to our own unique circumstance in Wellington North. Special thanks to CAO, CBO and Water/Sewer Supervisor for their review and feedback during the drafting of this policy.

The intent of this report is to ensure policy is consistent with Council's vision as well as to make public the Township's proposed sewage allocation policy.

FINANCIAL CONSIDERATIONS

NA

ATTACHMENTS

Schedule A – Draft Sewage Allocation Policy

Schedule B – Chart of Different Annual Allocation Maximums

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

Recommended By: Michael Givens, Chief Administrative Officer <i>Michael Givens</i>



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SEWAGE ALLOCATION POLICY

DEPARTMENT	Operations	POLICY NUMBER	
EFFECTIVE DATE	2019-12-01	LEGISLATIVE AUTHORITY	Municipal Act, 2001
APPROVED BY:	BY-LAW OR RESOLUTION OR DEPARTMENT HEAD		

PURPOSE

Sewage allocation is an important, necessary, component of the development process in that it allows the Township to control and authorize connections to its sanitary collection systems, which convey sewage to its wastewater treatment facilities. The raw sewage input into wastewater treatment facilities heavily regulated by the Ministry of the Environment. The discharge from wastewater treatment facilities is returned to the environment, minimizing our footprint on nature, and ensuring sustainability.

As the Township's ability to treat wastewater is finite and valuable, it is important that Township Council and staff have an equitable, fair and transparent process to award sewage allocations, giving appropriate consideration to many important factors.

PREDECESSOR BY-LAWS

The Corporation of the Village of Arthur by-law number 27/92, a by-law to establish sewer allocation priorities in the Village of Arthur.

The Corporation of the Township of Wellington North by-law number 89-05, being a by-law to amend the Corporation of the Village of Arthur by-law number 27/92 which is a by-law to establish sewer allocation priorities in the geographic area of the former village of Arthur (Arthur).

DEFINITIONS

“Infill lot” means a development or building, which will connect to existing municipal road, water, storm and sanitary infrastructure therefore making better use of this infrastructure. Furthermore an “infill lot” can be an existing lot or lot created by severance.

“Sewage allocation” means sanitary sewer allotment for the purpose of this policy, typically specified as a “per unit” allotment.

SCOPE

Any development which meets all the following criteria shall require the allocation of sewage units pursuant to this policy:

- a. The development is proposed to be located within the serviced areas of the Township, as defined by the County Official Plan;
- b. The development is required or proposed to be serviced by means of connection to the Township’s sanitary collection systems;
- c. The development requires approval(s) under the Planning Act or Condominium Act other than a minor variance and/or removal of a Holding provision; and
- d. The development requires more than three single detached equivalents (SDE) of capacity, as determined by the Township at their sole discretion.

PROCEDURE

1. Annual calculations will be undertaken by the Township in accordance with the Ministry of Environment Procedure: D-5-1: Calculating and Reporting Uncommitted Reserve Capacity at Sewage and Water Treatment Plants to determine the amount of sewage capacity available for each wastewater treatment facility and will be reported to Township Council. This calculation will determine if there remains any uncommitted sewage allocation for each wastewater treatment facility. Township Council reserves the right to retain any sewage allocations it deems necessary.
2. Requests for sewage allocation units will be considered by Council once during each calendar year.
3. A proponent shall file a request, in writing, with the Township Clerk, for consideration by Council as set-out in the application attached Schedule A. The guideline is that applications should be submitted approximately one year prior to construction.
4. Each request will be evaluated by staff against the criteria outlined in this policy, the details

of which will be presented to Council in the form of a staff report.

5. Council will consider all requests received in a given year at the same time evaluating each projects merit in light of the sewage allocation available.
6. Council will grant up to xx% of the uncommitted sewage allocations per year and the Building Department will be granted 20 units of the uncommitted sewage allocations, per system, per year for infill lots. Depending on infill lot activity the Building Department could request additional allocations from Council as required.
7. Following Council's approval, the proponent(s) must execute a sewage allocation agreement with the Township within four months of Council's resolution date.
8. Following the execution of the sewage allocation agreement the project or project phase will be deemed to have received a "provisional" sewage allocation.
9. Subject to the terms of the sewage allocation agreement, sewage units of proponents who do not meet the terms of the agreement will be returned to the general pool of available uncommitted sewage allocations.
10. Each sewage allocation agreement shall be drafted on a case by case basis to the satisfaction of the Township Engineer, Township Solicitor, staff and Council. Subject to any special considerations, a sewage allocation agreement shall deal with the following matters, at a minimum:
 - a. The number of sewage allocations provisionally allocated to the proposed development;
 - b. The period of time for which capacity has been provisionally allocated;
 - c. Provisions for the expiry of provisional allocation of capacity;
 - d. Provisions for the extension of provisional allocation of capacity;
 - e. Any payments or works required by the Township in respect of the provisional allocation of capacity; and
 - f. Any other matters, conditions or limitations that staff, Council or the Town's professional advisors deem necessary.
11. Subject to the provisions of any sewage allocation agreement, the transfer of capacity shall not be permitted without the written consent of the Township. This restriction shall apply equally to capacity that has been provisionally allocated as to capacity that has been allocated finally.

PRIORITY CONSIDERATIONS

Staff will use the following to evaluate each application towards providing a score for Council's consideration. That said, final allocation remains at Township Council's sole discretion.

Consideration	Available Points
Built Boundary (Arthur or Mount Forest)	
No	0
Yes	2
Central Intensification Corridor	
No	0
Yes	2
Draft Plan of Subdivision	
No	0
Yes	5
Capital Contribution by Developer	
No	0
Yes	5
Site Plan Agreement	
No Application Filed	0
Application Filed	2
Existing Sanitary Infrastructure	
Connects to Existing Sanitary Main	10
Minor Extension (<25m) to Existing Sanitary Main	5
Major Extension (>25m) to Existing Sanitary Main	3
Unit Density	
Meets County Planning Policy	3
Exceeds County Planning Policy	4
Purpose Built Rental Housing	
No	0
Yes	5
Community Growth Plan (CGP)	
Non-Consistent	0
Consistent with Some of CGP	3

Consistent with Multiple Aspects of CGP	5
Consistent with Municipal Servicing Standards and Servicing Master Plan	
No	0
Yes	2
Construction Starts in Next 18-Months	
Unlikely	0
Somewhat Likely	5
Very Likely	10

SCHEDULE A

APPLICATION FOR SEWAGE ALLOCATION

DATE			
APPLICANT			
ADDRESS			
PHONE		EMAIL ADDRESS	

DEVELOPER			
ADDRESS			
HOME PHONE		EMAIL ADDRESS	

PROJECT NAME			
ROLL #			
STREET			
LEGAL DESCRIPTION			
# OF ALLOCATIONS			
PROJECT DESCRIPTION			

I / we wish Township Council to consider the following when evaluating this application:

- Project is located within the built boundary of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project is located within the central intensification corridor of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project has a draft plan of subdivision.
- Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).
- Project has entered into a site plan agreement with the Township.
- Project will utilize existing sanitary infrastructure.
- Project meets or exceeds the unit density required by current planning policy.

- Project includes the building of purpose built rental.
- Project includes provisions that are consistent with the Township's Community Growth Plan:
- Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).
- Project will see construction commence within the next calendar year.

Proponent agrees that sewage allocations will be issued by Township Council, at their sole discretion, consistent with the process established by Policy ####. Furthermore, Township of Wellington North acknowledges that no policy can be completely exhaustive in dealing with all the factors regarding the servicing of any particular lot. In the event that there are factors that are not allowed for in this policy, as enunciated, application may be made to Council for consideration.

Personal information collected by the Township of Wellington North under the authority of the Municipal Act is for the purpose of administrating the Township's sewage allocation distribution. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 4227

SIGNATURE:

DATED:

PRINT NAME:

SCHEDULE B

Township of Wellington North
Analysis of Sewage Allocations (Arthur)
August 2019

Purpose: This chart shows how a change in the maximum percentage of annual allocation (10%, 20%, 30%, 40%) may impact the availability of sewage allocation units.

Maximum Percentage by Policy = 10.0%			
Allocated to Building			
Year	Unit Available	Department	Allocated by Policy
2021	395	20	40
2022	335	20	34
2023	281	20	28
2024	233	20	23
2025	190	20	19
2026	151	20	15
2027	116	20	12
2028	84	20	8
2029	56	20	6
2030	30	20	3
2031	7	20	1

Maximum Percentage by Policy = 20.0%			
Allocated to Building			
Year	Unit Available	Department	Allocated by Policy
2021	395	20	79
2022	296	20	59
2023	217	20	43
2024	154	20	31
2025	103	20	21
2026	62	20	12
2027	30	20	6
2028	4	20	1
2029	-17	20	-3
2030	-34	20	-7
2031	-47	20	-9

Maximum Percentage by Policy = 30.0%			
Allocated to Building			
Year	Unit Available	Department	Allocated by Policy
2021	395	20	119
2022	256	20	77
2023	159	20	48
2024	91	20	27
2025	44	20	13
2026	11	20	3
2027	-12	20	-4
2028	-28	20	-8
2029	-40	20	-12
2030	-48	20	-14
2031	-54	20	-16

Maximum Percentage by Policy = 40.0%			
Allocated to Building			
Year	Unit Available	Department	Allocated by Policy
2021	395	20	158
2022	217	20	87
2023	110	20	44
2024	46	20	18
2025	8	20	3
2026	-15	20	-6
2027	-29	20	-12
2028	-37	20	-15
2029	-42	20	-17
2030	-45	20	-18
2031	-47	20	-19



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of <meeting date>

From: Matthew Aston, Director of Operations

Subject: **REPORT OPS 2019-012 BEING A REPORT TO GRANT SEWAGE ALLOCATIONS FOR 730 PRINCESS STREET IN MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2019-012 being a report to grant sewage allocations for 730 Princess Street in Mount Forest be received;

AND FURTHER THAT Council commit to allocating fifteen (15) sewage allocation units to Sharon Farms and Enterprises for fifteen (15) townhouse units at 730 Princess Street in Mount Forest;

AND FURTHER THAT the sewer allocation units to Sharon Farms and Enterprises for fifteen (15) townhouse units at 730 Princess Street in Mount Forest have an expiry of thirty-six (36) months from the date of passage of this resolution, after which period the allocation of fifteen (15) sewer allocation units for this development will be withdrawn.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report PW 2019-002 being a report on 2019 reserve wastewater capacity calculations for Wellington North

BACKGROUND

At the meeting of Council on April 29th, the portion of the recommended resolution concerned with committing the sewage allocation units to Sharon Farms and Enterprises was deferred so that the proponent could remedy some issues associated with earlier project works. These issues have now been completed and certified which allows for Council to consider committing these sewage allocation units.

FINANCIAL CONSIDERATIONS

NA

ATTACHMENTS

Schedule A – Application for Sewage Allocations

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

 Yes No N/A

Which priority does this report support?

 Modernization and Efficiency Partnerships Municipal Infrastructure Alignment and Integration

Sewage allocations are an important component of the development process as they ensure wastewater produced by new development can be handled in a responsible and sustainable manner by the Township's sewage treatment plants.

Prepared By: Matthew Aston, Director of Operations**Recommended By:** Michael Givens, Chief Administrative Officer *Michael Givens*



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

www.wellington-north.com

519.848.3620

1.866.848.3620 FAX 519.848.1119

Plan to
Simply Explore
www.simplyexplore.ca

APPLICATION FOR SANITARY SEWER ALLOTMENT

1. Applicant's Name: SHARON FARMS & ENTERPRISES
2. Applicant's Address: 108 JENSEN
LONDON ON
3. Applicant's Phone No.: (519) 476-8088
4. Applicant's Email: aschlegel@svch.ca

5. Nature of the Proposed Development:

- a) Residential: single family semi detached
 townhouse apartments

b) Commercial: _____ sq. ft.

c) Industrial: _____ sq. ft.

d) Institutional _____ sq. ft.

Description of proposed commercial/industrial use:

6. Sewage Capacity Requested:

- a) If Residential: 15 (# of units) REFERENCE ATTACHED
DESIGN SHEET DATED NOV 22/16
- b) If Industrial/Commercial: _____ (estimated liters per day of effluent)
- c) If Institutional: _____ (estimated liters per day of effluent)

7. Property Description:

a) Legal Description: PART 2 + PART 7, PARKLOT 7 + PARKLOT 6b) Civic Address: 740 PRINCESS ST. MTForest, ON8. Official Plan Designation: RESIDENTIAL9. Zoning: IN - 37 (H)10. Is there an existing site plan/development/subdivision agreement with the Township applicable to your development: Yes No11. Have you applied for draft plan approval: Yes No
(If Yes, attach copy of draft approval conditions)

I hereby consent to this application



Signature of ApplicantApr. 16 2019.
Date

Del16-088
 Strathcona Long Term Care Facility
 740 Princess Street, Mount Forest, Ontario
 Schlegel Enterprises

SANITARY Peak Flows for LTC and Residential Units										
	Land Use	Net Total Area (ha)	Population	q Unit Rate	I/I Unit Rate	Units	Harmon Peak Factor	Qpeak (L/s)		
A	LTC Facility		146	450		L/ca/d	4.19	3.19		
B	Residential Units		45	450		L/ca/d	4.32	1.01		
C	I/I	0.5			0.15	L/ha/s		0.08		
								Design Capacity (L/s) for 200mm dia at 0.5%	23.19	

Footnotes: 1. Per Capita Sewage Flows = 450 L/ca/d per Township of Wellington North Standards
 2. HD Population Basis: 3 persons/ apt unit; 15 total units over 0.5 ha;
 3. Harmon Peaking Factor (M) applied per Township of Wellington North Standards
 4. Development factor of 0.15L/ha/s was applied per the extraneous flow requirements per the Township of Wellington North Standards
 5. Design Loads on the sanitary sewer system does not exceed 65% of its full capacity 15.07L/s (per OBC 7.4.10.8). Follow Municipal Standards of 200mm min.

DEVELOPMENT ENGINEERING (London) LIMITED (Chris Doering, P.Eng.)
 revised: November 22, 2016



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of <meeting date>

From: Matthew Aston, Director of Operations

Subject: **REPORT OPS 2019-011 BEING A REPORT ON THE WINTER MAINTENANCE PROGRAM FOR THE TOWNSHIP'S CONNECTING LINK HIGHWAYS**

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-011 being a report on the winter maintenance program for the Township's connecting link highways;

AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to enter into the 2019/2020 Connecting Link Winter Maintenance agreement with Owen Sound Highway Maintenance Limited for the former Town of Mount Forest and former Village of Arthur; and

AND FURTHER THAT Council authorize the Mayor and Clerk to sign future by-laws to enter into future Connecting Link Winter Maintenance agreements with the Ministry of Transportation's winter maintenance contractor, without having to bring these agreements to Council, assuming staff is satisfied the agreement provides the expected level of service and the cost can be accommodated within the Township's approved operating budget.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2018-023 being a report on the winter maintenance program for the Township's connecting link highways

BACKGROUND

Owen Sound Highway Maintenance Limited (Integrated Maintenance and Operation Services Inc. - IMOS) is the MTO's contractor for Highway 6 and Highway 89 in our area, with the exception of the connecting link portions of the highways, within the urban areas of the Township.

The proposed agreements would see IMOS perform winter maintenance on the Township's connecting link portions of Highway 6 and Highway 89. A copy of the agreements has been included as Schedule A (Arthur) and Schedule B (Mount Forest) in By-law No. 070-19 attached in the By-law section of this agenda.

These provincial highways are maintained to a Class 2 standard, which is a higher standard than the roads typically maintained by Township forces. The Township of Wellington North does not have the capability (material and human resource coverage) to perform this work ourselves.

FINANCIAL CONSIDERATIONS

Contract price since 2016 are as follows:

Invoice Date	2016/2017 *	2018/2019*	2019/2020*	2019/2020 Increase
Dec 31 st	\$17,147.13	\$17,786.92	\$18,142.66	+2.0%
Feb 28 th	\$17,147.13	\$17,786.92	\$18,142.66	
Total Cost	\$34,294.26	\$35,573.84	\$36,285.32	

*- plus applicable taxes

ATTACHMENTS

None

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Agreement will ensure a consistent level of service for portions of provincial Highway 6 & Highway 89 located within the jurisdiction of Wellington North (connecting links), leveraging our Ministry of Transportation partners.

Prepared By:	Matthew Aston, Director of Operations
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Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 12, 2019
From: Mandy Jones, Community Recreation Coordinator
Subject: RAC 2019-013 Fee Subsidy Service Agreement

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report RAC 2019-013 being a report on the Fee Subsidy Service Agreement with the County of Wellington

AND FURTHER THAT the Mayor and Clerk be authorized to sign the Fee Subsidy Service Agreement with the County of Wellington By-law.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

BACKGROUND

On April 8th, 2019, the Township of Wellington North requested to enter into a Fee Subsidy Service Agreement with the County of Wellington.

The Wellington North Summer Day Camp Program provides our community with an affordable, accessible and high-quality program that encourages learning, play and exploration. Our staff are trained in First Aid, CPR and HIGH FIVE Principles of Healthy Child Development – Canada's quality standard for children's programs. In addition, we have created robust policies and procedures to support the delivery of our program, ensuring that we are providing the very best for children and their families.

Attached in this Agenda is by-law 072-19 being a bylaw to authorize the signing of the agreement for Fee Subsidy Service.

FINANCIAL CONSIDERATIONS

This agreement will result in no additional costs to the municipality.

ATTACHMENTS

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

- Yes No N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Mandy Jones, Community Recreation Coordinator	<i>Mandy Jones</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



Staff Report

To: Mayor and Members of Council Meeting of August 12, 2019

From: Karren Wallace, Director of Legislative Services/Clerk
Dale Small, Economic Development Officer
Mandy Jones, Community Recreation Coordinator
Chanda Riggi, Human Resources Manager
Chevonne Wright, Human Resources Summer Student

Subject: REPORT CLK 2019-028 Being a Report on Wellington North Volunteer Strategy

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report CLK 2019-028 being a report on Wellington North Volunteer Strategy for information.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

During the Council Open Forum at the July 8, 2019 meeting, staff were directed to give consideration to a volunteer recognition program and report to Council with costing and ideas regarding how we can support a recruiting process.

The importance of volunteers to the fabric of our community cannot be underestimated. They contribute an incalculable amount of time, knowledge, skill, dedication and expertise. Without them many valuable programs and projects within the municipality would not exist. Volunteers in Wellington North are involved in almost every aspect of our community including healthcare, education, sports, recreation, culture, the arts, and the environment. They come from all walks of life and ages; however, they all have the same common goal of making a difference.

“According to Statistics Canada, in 2013, there were 12.7 million Canadians, or 43.6 per cent of the population, aged 15 years and older who did volunteer work. Younger Canadians had high volunteer participation rates, but those aged 55 and over contributed a much higher number of hours on average. As such, and not surprisingly, the 55-and-over cohort contributes disproportionately to total volunteer time. If volunteering were an industry, it would employ nearly as many people as those currently working in education.” (Source: The Value of Volunteering in Canada, Conference Board of Canada)

Volunteering in Wellington North can take many forms. It can involve things like community cleanups, events, festivals, and fundraisers; or it can involve being a part of a formal committee or organization. Volunteer assignments can require short or long-term involvement, both resulting in the same sense of achievement.

In Wellington North alone there are:

- Twenty (20) churches
- Six (6) Charitable Organizations
- Twelve (12) Service Clubs
- Three (3) Senior Centre Organizations
- Eight (8) Youth Organizations
- Two (2) Chamber of Commerce's
- Six (6) Schools within the Upper Grand District School Board and Wellington Catholic District School Board
- Mount Forest Business Improvement Association
- Community Organized Events (e.g., Fireworks Festival, Canada Day Weekend, Fall Fairs, Parades, etc.)
- Many Minor Sports Organizations (e.g., Hockey, Lacrosse, Baseball, Soccer, etc.)

At the same time the Township of Wellington North has a number of committees of council where volunteer support is crucial to the delivery of programs and services in the community:

- Two (2) Downtown Revitalization Committees
- Municipal Cultural Roundtable
- Mount Forest Aquatics Ad Hoc Advisory Committee
- Arthur BMX/Skateboard Ad Hoc Advisory Committee
- Committee of Adjustment
- Property Standards Committee

These are just some of the events and activities within Wellington North that volunteers make possible. A thank you is simply not enough to recognize a volunteer's immense contribution made. With that said, some considerations for offering assistance to volunteers in Wellington North could be, but will not be limited to:

1. Volunteer Engagement, Recruitment & Retention Software;
2. Volunteer Management and Succession Planning Initiatives; and
3. A Volunteer Recognition Program.

VOLUNTEER ENGAGEMENT, RECRUITMENT & RETENTION

PROPOSAL	OPPORTUNITIES	CHALLENGES
Some communities are utilizing a software platform that links/helps organizations and volunteers to work together to strengthen the community. The Volunteer Action Centre of Waterloo Region and the City of Barrie are two leading examples.	<ul style="list-style-type: none"> • This is a great example of the new kinds of infrastructure that municipalities can provide. • It is a low-cost way that gives organizations the ability to more easily recruit and manage volunteers and also helps to connect volunteers to opportunities that are aligned to their interests & skill sets. • Low cost for municipality-no cost 	<ul style="list-style-type: none"> • Partners and volunteer organizations may not be in need or want of this resource • Could place a liability on the Township if usage is not thoroughly monitored • Finding the right software that will fit every organizations needs/wants • May involve hiring a subject matter expert to conduct training

	<p>to partners/volunteer organizations</p> <ul style="list-style-type: none"> • Promotes partnerships as Mount Forest Fireworks Committee has done some investigation into this with the Township and would be interested in partnering on a pilot. • WN would provide the software & limited other involvement as volunteer organizations would do the follow up and vetting • Leaves control and decision making with the volunteer organization 	<p>on the software</p>
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VOLUNTEER MANAGEMENT/SUCCESSION PLANNING

PROPOSAL	OPPORTUNITIES	CHALLENGES
<p>Provide training and resources to volunteer organizations such as “on-boarding” succession planning, how to run effective meetings, moving to electronic platforms.</p>	<ul style="list-style-type: none"> • Develop partnership with Pin-Network Guelph Wellington to deliver services in WN. (pinnetwork.ca) • Provides cost effective learning opportunities to partners and volunteer organizations • Provides volunteer organizations with a means for retaining volunteers • Provides information on how to attract the next generation of future volunteers and leaders • Allows volunteer organizations to accelerate “onboarding” processes and spend more time on projects 	<ul style="list-style-type: none"> • Capacity challenge for existing staff. May involve hiring subject matter experts to conduct training and develop/provide resources • Partners and organizations may not be in need or want of this resource • High turnover in volunteers in organizations would mean training on an on-going basis • With the number of partners and volunteer organizations the proposal may be too broad without a definition of a partner/volunteer organization

VOLUNTEER RECOGNITION PROGRAM

PROPOSAL	OPPORTUNITIES	CHALLENGES
<p>Provide Council recognition for volunteer organizations and/or individual volunteers</p>	<ul style="list-style-type: none"> • Provides Council with the opportunity to recognize volunteers and profile the volunteer opportunities available in Wellington North • Volunteers will feel a sense of accomplishment and satisfaction • Recognizing volunteers may cause more residents to pursue a volunteer opportunity. 	<ul style="list-style-type: none"> • With the number of partners and volunteer organizations the proposal may be too broad without a definition of a partner/volunteer organization • Nomination/selection process could be challenging however can be mitigated depending on the solution. (volunteer luncheons, etc.)

FINANCIAL CONSIDERATIONS

There are no financial implications by receiving this report however should council wish to have staff continue to develop the three opportunities further the following funding would be required in 2019:

- \$5,000 **Volunteer Engagement, Recruitment & Retention Software.** (Funding based on the acquisition of software to conduct a Wellington North pilot)
- Nil **Volunteer Management and Succession Planning Initiatives.** (Majority of these services provided free of charge from PIN Network.)
- \$5,000 **A Volunteer Recognition Program.** (Funding based on hosting two recognition events in 2019)

Ongoing funding for 2020 and beyond will be considered and included in the annual operating budget process.

ATTACHMENTS

N/A

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Karren Wallace, Director of Legislative Services/Clerk Dale Small, Economic Development Officer Mandy Jones, Community Recreation Coordinator Chanda Riggi, Human Resources Manager Chevonne Wright, HR Summer Student	<i>Karren Wallace</i> <i>Dale Small</i> <i>Mandy Jones</i> <i>Chanda Riggi</i> <i>Chevonne Wright</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



Staff Report

To: Mayor and Members of Council Meeting of August 12, 2019

From: Karren Wallace, Director of Legislative Services/Clerk
Adam McNabb, Director of Finance

Subject: CLK 2019-029 DocuPet agreement for services

RECOMMENDATION

THAT Council of the Corporation of Wellington North receive Report CLK 2019-029 being a report on an agreement for services with DocuPet;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to enter into an agreement for services with DocuPet;

AND FURTHER that the Mayor and Clerk be authorized to sign a by-law at a future meeting of Council to amend By-law 106-18 being a by-law to establish the fees and charges for various services provided by the municipality.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2019-019 being a report on the provision of services for licensing dogs
 CLK 2018-023 being a report on canine licensing
 CLK 2017-034 being a report on canine licensing
 CLK 2016-082 being a report on provision of enumerator services for licensing canines;
 CLK 2016-065 being a report on canine licensing amnesty

BACKGROUND

On April 8, 2019 Report CLK 2019-019 was presented to Council and the following recommendation was passed:

THAT Council of the Township of Wellington North receive for information Report CLK 2019-019 being a report on the provision of services for licensing dogs;

AND FURTHER THAT Council waive the provision in the purchasing and procurement policy to seek out Quotes on a competitive basis;

AND FURTHER THAT dog licensing services be single sourced to DocuPet Inc.;

AND FURTHER THAT staff be directed to work with DocuPet Inc. to negotiate an agreement for the provision of services and report back to Council for authorization.

Based on information provided by Docupet at that time, Council was advised the cost to the municipality for DocuPet Inc. to mail out the pet owner's licence, rewards card and information package would be between \$3.41 (for a renewal license) and \$3.91 (for a new license). Docupet is now advising that fee will be \$5.91 per registration.

Attached in this agenda is By-law 071-19 being a By-law to authorize the signing of the agreement for services with DocuPet.

FINANCIAL CONSIDERATIONS

Wellington North currently charges \$15.00 for a renewal of a license, \$25.00 for a new license and a \$10.00 replacement fee for a lost tag.

DocuPet is motivated to increase the current number of licenses sold as they are paid a performance fee of fifty percent (50%) of any additional revenue generated.

For example, if a benchmark of 1846 dog licenses is established, once the 1847th license is sold, DocuPet receives 50% of the increase in revenue.

The cost to the municipality for DocuPet Inc. to mail out licences, rewards card and an information package is \$5.91. Additionally, there is a mandatory \$2,000.00 marketing budget fee in the first year of the contract. Staff are recommending an increase of licensing fee of \$20.00 annually per license issued.

FIRST YEAR based on 1846 licenses @ \$20.00 per license

	REVENUE	EXPENSE
LICENSE FEE	\$36,920.00	
ADVERTISING		\$2,000.00
MUNICIPAL COST		\$10,909.86
CANINE CONTROL		\$25,550.00
POUND	NIL	
FINES	\$650.00	
	\$37,570.00	\$38,459.86
DEFICIT first year	-\$889.86	

While there is an anticipate deficit the first year, savings of internal staff time, which are not included in any of the financial analysis, will be substantial.

Wellington North's cost would be paid to DocuPet through a deduction of revenue to the municipality on a monthly basis by DocuPet rather than the municipality paying the cost upfront.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

- Yes No N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
	Adam McNabb, Director of Finance	<i>Adam McNabb</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 12, 2019

From: Michael Givens, CAO

Subject: CAO 2019-005 Council Strategic Priorities 2019 – 2022 Update

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CAO 2019-005 being an update report on Councils Strategic Priorities.

PREVIOUS PERTINENT REPORTS

CAO 2019-003 Report to Council-Council Strategic Priorities:

BACKGROUND

On May 27, 2019, Council approved the 2019 – 2022 Council Strategic Priorities.

There were four (4) priorities identified-

- 1) Modernization and Efficiency;
- 2) Partnerships;
- 3) Municipal Infrastructure;
- 4) Alignment and Integration.

The intent of this report is to provide Council with a brief update on the progress that staff has made in each of the priority areas across all departments in alignment with the 2019 Budget.

FINANCIAL CONSIDERATIONS

Although financial commitments are required to address a number of the initiatives but to date funding has all been linked to the 2019 Budget. The finance team will continue to provide council with quarterly updates on budget versus actual amounts.

ATTACHMENTS

Strat Plan Update – August 2019

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By: Michael Givens, CAO

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*

COUNCIL STRATEGIC PRIORITIES

MODERNIZATION & EFFICIENCY	PARTNERSHIPS
<ul style="list-style-type: none"> • CAO's from across the County met with KPMG the successful consultation for the County wide Service Level Review. A significant amount of work to be completed by November of this year 	<ul style="list-style-type: none"> • Ongoing conversations with the County on use of the MF WWTP to treat leachate from the County landfill site. Report coming.
<ul style="list-style-type: none"> • LED Streetlight replacement project ready for installations 	<ul style="list-style-type: none"> • The Mayor proactively contacted our MPP's office regarding our ongoing struggle to get a finalized version of the Environmental Compliance Approval for the Arthur WWTP
<ul style="list-style-type: none"> • EDDY-staff have worked through their initial Employee Development System (EDDY) discussions. Identifying growth opportunities and planning the how 	<ul style="list-style-type: none"> • WNP-a potential opportunities for shareholder consideration have been in discussion at the Board for several months. Mayor Lennox, Councillor Yake and CAO Givens continue to actively participate on the board.
<ul style="list-style-type: none"> • Docupet-on line sales and licensing for dogs 	<ul style="list-style-type: none"> • Volunteer recognition/promotion-a staff team has been created and already met once to discuss ideas-report to Council August 12th
<ul style="list-style-type: none"> • New recreation software reviews underway • Outlook calendars for recreation bookings 	<ul style="list-style-type: none"> • Community Initiated Projects-program continues to be popular- <ul style="list-style-type: none"> ○ MF Lions-electronic sign ○ MF Legion-electronic sign ○ AV Legion-electronic sign ○ Musashi-community garden ○ FHHM-community art studio
<ul style="list-style-type: none"> • Docusign, Kronos (HRIS) (technologies to assist in streamlining outdated processes and duplication) • YouTube Channel, Instagram presence (pilots), 	<ul style="list-style-type: none"> • Ongoing support and local marketing/communication of Ride Well • Municipal Economic Development Group partnership • Municipal Youth Intern Partnership
<ul style="list-style-type: none"> • Computer refresh team-wide with updated programs and tools • Internet access and proper communication/computer tools to pools (in progress) 	<ul style="list-style-type: none"> • Mayors Roundtable and ongoing support to major employers • Saugeen Connects partnership • Renew Northern Wellington Arts & Business Association
<ul style="list-style-type: none"> • Participation with County/SWIFT and rural broadband programs 	<ul style="list-style-type: none"> • Butter Tarts & Buggies Municipal partnership • Exploration to establish Northern Wellington Community Foundation • Electronic Vehicle Charging Stations
<ul style="list-style-type: none"> • Investigation into EFT solutions to minimize cheque issuance 	<ul style="list-style-type: none"> • Student Visitation Program • Community Group Enhancements <ul style="list-style-type: none"> ○ MF Aquatics Advisory Committee

COUNCIL STRATEGIC PRIORITIES

	<ul style="list-style-type: none"> ○ AV Skateboard/BMX Park ○ Lynes Blacksmith Shop
•	<ul style="list-style-type: none"> • Authorized 2019 Memorandum of Understanding for Activation of Tiered Response with Guelph Wellington Paramedic Service

MUNICIPAL INFRASTRUCTURE	ALIGNMENT & INTEGRATION
<ul style="list-style-type: none"> • William street reconstruction-underway 	<ul style="list-style-type: none"> • Community Land Trust opportunity with the County to promote attainable housing in our community
<ul style="list-style-type: none"> • Unopened Dublin street-Louise Marshall watermain replacement-underway 	<ul style="list-style-type: none"> • Traffic/Pedestrian Control Measures-policy provided to council; speed tracking signs on order; positive conversations with OPP on collaborating to address trouble areas; MF Drive right turn lane
<ul style="list-style-type: none"> • King, Elgin reconstruction 	<ul style="list-style-type: none"> • Asset Management-GHD presented roadmap that included required policy for council approval
<ul style="list-style-type: none"> • MF Queen Street resurfacing 	<ul style="list-style-type: none"> • Recruitment-we continue to identify organizational infrastructure needs and realignment where necessary- <ul style="list-style-type: none"> ○ Manager of Enviro and Dev Services ○ Administrative Support-term/task • On boarding our new Water/Wastewater Operator-John Wilson
<ul style="list-style-type: none"> • 1st Line- Road Building continues 	<ul style="list-style-type: none"> • Union contract negotiations have started. Aligning corporate realities with the new collective agreement will be a priority.
<ul style="list-style-type: none"> • AV Wastewater Treatment Plant project <ul style="list-style-type: none"> ○ Design complete ○ Contracts signed ○ Tentative construction start date September 1 	<ul style="list-style-type: none"> • Development of an annual HR “Learning Calendar” to identify and deliver staff training and development sessions • Pilot Project in progress: “Team Member to Team Lead” development training for new managers/leaders • Mental health training conducted in July with additional safeTALK (identifying at risk individuals for suicide) training and certification upcoming in Oct/Nov for all leaders
<ul style="list-style-type: none"> • MF Splashpad-construction has started. 	<ul style="list-style-type: none"> • Downtown Revitalization-both committees remain engaged and there

COUNCIL STRATEGIC PRIORITIES

	are many positive steps being taken in each of the downtown cores.
<ul style="list-style-type: none"> • Charles, Leonard reconstruction 	<ul style="list-style-type: none"> • Community Improvement Program in 7th year & expanded to include Wellington County InvestWell program
<ul style="list-style-type: none"> • Sewage allocation policy-staff have prepared a draft policy that will come to Council for consideration. 	<ul style="list-style-type: none"> • Recreation levels of Standards and Service Guidelines
<ul style="list-style-type: none"> • Expansion of Mount Forest Industrial Park 	
<ul style="list-style-type: none"> • Mount Forest Pool Accessibility lift and entrance • Arthur & Mount Forest Pool Safety Upgrades <ul style="list-style-type: none"> ○ 3' perimeter safety line ○ Safe dive zone line ○ Aquatics change room • Baseball Diamond Upgrades <ul style="list-style-type: none"> ○ Safety Netting, stone dust, 911 signage • 911 signage at playgrounds and parks • Arthur Storage Building • Trail Enhancements <ul style="list-style-type: none"> ○ Signage, stone dust 	

From: ICIP Rural (OMAFRA) <ICIPRural@ontario.ca>
Sent: July 18, 2019 5:10 PM
To: Mike Givens <mgivens@wellington-north.com>
Subject: ICIP Rural and Northern Funding Stream Important Information

Case #2019-03-1-1296184477
Project Title: Bridge 21 Construction
Wellington North
To: mgivens@wellington-north.com
Cc: amcnabb@wellington-north.com

Dear CAO/Clerk:

I am writing to provide you with an update to your community's project, which was submitted under the 2019 intake of the Rural and Northern funding stream of the Investing in Canada Infrastructure Program (ICIP).

Following an evidence-based provincial review process, your project was not nominated for federal review and approval. The 2019 intake of the Rural and Northern funding stream was highly competitive, and demand far exceeded the available funding – about \$1 billion in funding was requested, however only \$417 million in federal and provincial funding is available.

Projects that were nominated to the federal government for review and approval were those that most closely aligned with provincial assessment criteria and federal requirements. The provincial assessment criteria included reviewing projects based on critical health and safety aspects, the technical merit of the proposed project, the funding need of the proposed project and efficiencies through joint projects.

Your community could access federal funding through other ICIP streams launching this year including the Community, Culture and Recreation funding stream and/or Green funding stream. Details for the funding streams will be shared as soon as the information is available.

Ministry staff are available to provide additional details on your project's assessment. Staff can be reached via phone at 1-877-424-1300 or email at ICIPRural@ontario.ca.

Sincerely,

Julia Danos
Director of Intergovernmental Policy
Ministry of Infrastructure

Ministry of Transportation
Office of the Regional Director
West Region

659 Exeter Road
London, Ontario N6E 1L3
Telephone: (519) 873-4333
Facsimile: (519) 873-4236

Ministère des Transports
Bureau du directeur régional
Région de l'Ouest

659, chemin Exeter
London (Ontario) N6E 1L3
Téléphone : (519) 873-4333
Télécopieur : (519) 873-4236



July 17, 2019

Mayor Lennox
Town of Wellington North
7490 Sideroad 7 West
PO Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Lennox:

Thank you for your application to the Ministry of Transportation's 2019-20 Connecting Links Program.

We received 53 submissions this year, and all were carefully reviewed by the ministry. Unfortunately, your project was not selected for funding in 2019-20. We encourage you to contact Richard VandenBoorn, Regional Operations Officer, in our West Region Operations Office at 519-873-4372 to discuss your submission and the reason for this decision.

The ministry recognizes the importance of investing in Connecting Link infrastructure. I encourage your municipality to submit a project(s) for the 2020-21 Connecting Links Program, which will be open for applications later this year.

Thank you again for your interest in the program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neil Zohorsky".

Neil Zohorsky, P. Eng.
Regional Director, West Region

c: Mike Givens, CAO Clerk

RECEIVED

JUL 22 2019

TWP. OF WELLINGTON NORTH

c: Mike Givens, CAO Clerk
Town of Wellington North
7490 Sideroad 7 West
PO Box 125
Kenilworth, ON N0G 2E0



074
Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275

NOTICE OF COMPLETE APPLICATION & STATUTORY PUBLIC MEETING FOR A ZONING BY-LAW AMENDMENT APPLICATION

The Municipal Council of the Town of Grand Valley will hold a meeting to consider the following application:

Application Number: Z5-2019
Related Application: N/A
Date of Meeting: Tuesday August 13, 2019
Time: 10:30 AM
Meeting Location: Council Chambers, Town of Grand Valley Municipal Office,
5 Main Street North GRAND VALLEY ON L9W 5S6
Name of Agent: Betty Holman
Owner: Ilse BIRKHOLZ
Location: 013047 East West Luther Townline, Roll #103500, CON 1 S PT LOT 19
Purpose and Effect of the Amendment: To permit a garden suite as a permanent permitted use.

A Location Map is included with this Notice.

NOTES:

1. You or your representative are entitled to attend this meeting to express your views on this application. If you do not attend and are not represented at this meeting, Council may proceed in your absence.
2. If a person or public body does not make oral submissions at a public meeting or make written submissions to The Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, the person or public body is not entitled to appeal the decision of The Council of the Corporation of the Town of Grand Valley to the Local Planning Appeal Tribunal.
3. If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Board, there are reasonable grounds to do so.

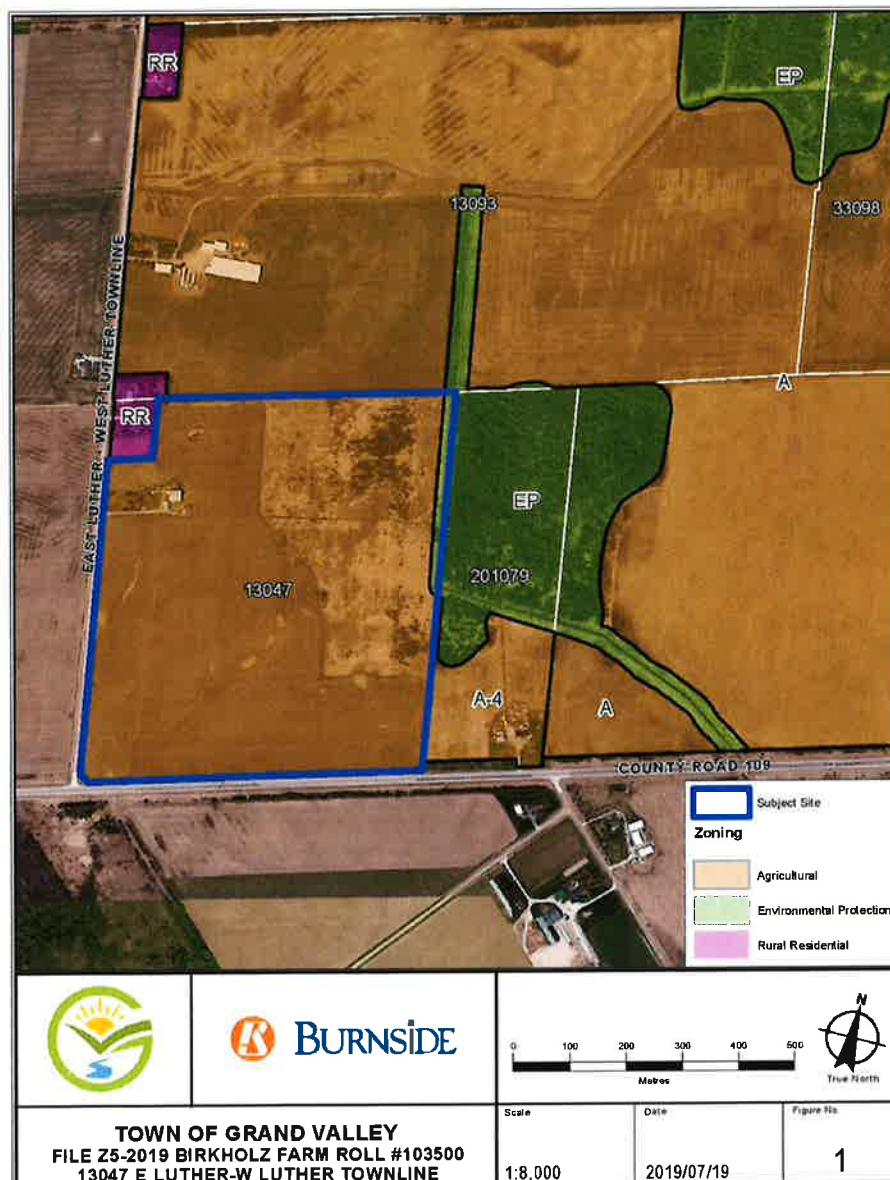
Dated: July 24, 2019
Jane M. Wilson, Clerk – Treasurer
TOWN OF GRAND VALLEY



075
Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275

4. Any written comments/objections submitted to the Town of Grand Valley regarding this application, which is being processed under the *Planning Act 1990*, will form part of the public record and will be made public as part of the application process.
5. Additional information regarding the application is available to the public for inspection at the Grand Valley Municipal Office during regular office hours Monday to Friday from 9:00 AM to 4:30 PM. The Planning Report will be available on Friday August 9, 2019, on the Town's Website at: <https://calendar.townofgrandvalley.ca/Council>

LOCATION MAP



Dated: July 24, 2019
Jane M. Wilson, Clerk – Treasurer
TOWN OF GRAND VALLEY



www.svca.on.ca

GreenSideUp

NEWSLETTER Issue 15

Summer 2019

1078 Bruce Rd. 12
Formosa ON
NOG 1W0
519-367-3040
www.svca.on.ca
publicinfo@svca.on.ca



@saugeenca

Saugeen Conservation is a proud member of



Conservation ONTARIO
Natural Champions

Conservation Ontario is the umbrella organization for all 36 Conservation Authorities across Ontario.

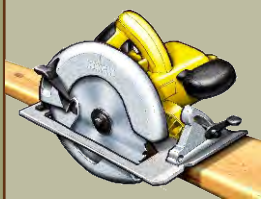


Working to keep our future green!

Planning to build or expand?

Thinking about digging a pond?

Please call us first!



519-367-3040 x243
planning@svca.on.ca

Well Rooted in Conservation

It was a busy tree planting season this past spring for the forestry staff. Over 80,000 trees were planted throughout the watershed helping to keep our future green!

Looking for advice on your woodlot or interested in planting trees in 2020? Give us a call at 519-367-3040 ext. 231 or email at forestry@svca.on.ca.



All Wet and Loving It!

Over 1,500 youth from across Grey and Bruce Counties attended the Grey Bruce Children's Water Festival, taking part in over 40 hands-on activities.

Saugeen Conservation is a proud partner in this program, assisting with the coordination and implementation of this important event.

Wonders of Wetlands

Over 50 students participated in the Wonders of Wetlands Program at Brucedale Conservation Area.

Supported by Enbridge, students learn about the value of wetlands and take part in catching aquatic critters to help determine water quality. A good time was had by all!



Coffee, Crops and Donuts

Once again this year, Saugeen Conservation, in conjunction with local agricultural groups and organizations, will be hosting the popular Coffee, Crops and Donuts sessions.

These educational field studies are about farmers teaching farmers with respect to soil conservation and health, the benefits of cover crops, the sharing of farm machinery, and much more!

Check out www.svca.on.ca for more information.

Painting the Town Yellow

Grade four and five students from St. Mary's in Mount Forest participated in Trout Unlimited's Yellow Fish Road Program in June.

The enthusiastic students painted Yellow Fish symbols and the words 'Rain Water Only' on 84 storm drains. They also distributed informative fish hangers on the program to local homes, pointing out that storm drains are meant for storm water ONLY, emptying into local rivers and creeks untreated.



Wetlands Made Fun



Hundreds of people have now participated in the formal SVCA tours on the Greenock Swamp, which combine natural history, culture and folklore into entertaining tourism products of Southern Ontario's single largest forested wetland, the Greenock Swamp

The two tours offered include; Legends of the Great Swamp and Bootlegging Lore of the Great Swamp. The tours are listed on eventbrite.ca and include bus transportation, wine and beer tasting, tours of an historic Inn, a visit to the Greenock Swamp and a full course church supper with all the trimmings. Local actors are also involved and portray colourful historic characters from long ago!

Establishing Living Legacies

The Annual Memorial Grove Ceremony was held at the end of June. A program of the Saugeen Valley Conservation Foundation, this initiative provides opportunities for individuals to purchase a tree(s) for loved ones who have passed on.

The Ceremony is always well attended and provides a great deal of meaning to those who have suffered the loss of a loved one, friend or relative. The Ceremony is held at the end of June.



Volunteers and Staff - Making Things Happen!

Saugeen Conservation is very fortunate to have an amazing volunteer base consisting of many keen and enthusiastic volunteers from across the watershed.

Together, they take an active role in the development and maintenance of SVCA camping parks. This past spring volunteers and staff worked together to construct and repair trails at Saugeen Bluffs Conservation Area! Many thanks to all!



TRAILS & TUNES Concert & Pig Roast



Each year, staff and the 'Horse Friends of Saugeen Bluffs' host this fun event which includes various activities, live bands and a pig roast.

Everyone had a great time at this year's event. Over \$4,000 was raised over the weekend that will go toward park improvements and developments.

A Wet and Wild Spring

This past spring proved to be very wet throughout the watershed. Localized flooding was commonplace and staff were kept busy monitoring conditions, issuing flood bulletins and conducting plenty of field and site investigations in an effort to keep watershed residents up-to-date with the latest information.

SVCA's Flood Forecasting Centre continually monitors watershed conditions throughout the year. With the increased frequency and severity of storms, flooding is no longer just limited to the spring months.



**DEPARTMENT EXTENSIONS: Environmental Planning #234 • Forestry #233 • Communications #229
Conservation Education #237 • Stewardship Services #235**

Got A Question?

Give us a call at 519-367-3040 or email us at publicinfo@svca.on.ca

www.svca.on.ca



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 054-19

BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH PLAN OF SURVEY OF ALL OF PARK LOT 7 AND PART OF PARK LOT 6, SOUTH OF PRINCESS STREET, AND IS MUNICIPALLY KNOWN AS 730 PRINCESS STREET, MOUNT FOREST (SHARON FARM & ENTERPRISES)

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Section 34 of The Planning Act, R.S.O. 1990, as amended

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. That By-law Number 66-01, is hereby amended by changing the zoning on the map forming Schedule 'A-3' – Mount Forest, as it applies to Park Lot 7 and Part of Park Lot 6, South of Princess Street, and is municipally known as 730 Princess Street, Mount Forest, as illustrated on Schedule 'A' attached to and forming part of this By-law, from **Institutional Exception (IN-37(H))** to **Institutional Exception (IN-37)**.
2. That except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 66-01, as amended.
3. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Wellington North, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

READ A FIRST, SECOND THIRD TIME THIS 12TH DAY OF AUGUST 2019.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 054-19

SCHEDULE "A"



Rezone from Institutional Exception Holding IN-37(H) to Institutional Exception IN-37

This is Schedule "A" to By-law 054-19

Passed this 12th day of August 2019

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 054-19

LOCATION

The property subject to the proposed amendment **LAND** is legally described as Plan of survey of all of Park Lot 7 and Part of Park Lot 6, South of Princess Street, and is municipally known as 730 Princess Street, Mount Forest. The property is approximately 15.2 ha (37.56 acres) in size.

PURPOSE AND EFFECT

The purpose of the amendment is to remove the holding symbol from the subject lands to allow for development of townhouse blocks and a long term care facility. The Holding Symbol has been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use, and a satisfactory stormwater management plan has been completed, in consultation with the Saugeen Valley Conservation Authority. Once the Holding symbol has been removed, the regulations of Exception Zone IN-37, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 069-19

**BEING A BY-LAW TO ESTABLISH A TRAFFIC PEDESTRIAN
CONTROL MEASURES POLICY FOR THE TOWNSHIP OF
WELLINGTON NORTH.**

WHEREAS Council of the Corporation of the Township of Wellington North deems it expedient to establish a Traffic Pedestrian Control Measures Policy:

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Council of the Township of Wellington North does hereby adopt the Traffic Pedestrian Control Measures Policy, attached hereto as Schedule "A".
2. That Schedule "A" forms part of this by-law.
3. That this by-law shall come into force on and take effect upon its final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
12TH DAY OF AUGUST, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0
www.wellington-north.com

519.848.3620
1.866.848.3620 FAX 519.848.3228

082

Plan to
Simply Explore.

www.simplyexplore.ca

REQUEST FOR TRAFFIC / PEDESTRIAN CONTROL MEASURES POLICY

DEPARTMENT	Operations	POLICY NUMBER	010-19
EFFECTIVE DATE	August 12, 2019	LEGISLATIVE AUTHORITY	
APPROVED BY:	BY-LAW 069-19		

PURPOSE

Township of Wellington North receives regular complaints / queries from residents that concern pedestrian and traffic safety. There is a need for these requests to be handled in a consistent and transparent manner, ensuring adequate budget is available for a proper analysis for Council's consideration. Proper analysis will include how the requested control measure(s) will impact the overall transportation network.

SCOPE

The scope of this policy is to set out general guidelines for processing requests for additional traffic or pedestrian control measures within the Township's transportation network.

Scope of Requests

1. Request for Speed Limit Reduction / Increase
2. Request for Addition / Removal of Stop Signs
3. Request for Addition / Removal of Traffic Signals
4. Request for Addition / Removal of Sidewalk
5. Request for Addition / Removal of Community Safety Zone
6. Request for Addition / Removal of Traffic Calming Measure
7. Request for Addition / Removal of Pedestrian Crossing

GUIDELINE

The following process will be followed when a formal request is made by a Township resident or business owner for additional traffic or pedestrian control measures within the Township's transportation network.

All requests shall be submitted using a completed form attached as Schedule A and shall be referred to the Director of Operations ("Director") or their designate to be evaluated.

If reasonable traffic count information is not available, the Director may authorize a traffic count at the location to determine the traffic volumes and patterns in the area.

The Director shall determine if the intersection warrants additional traffic and pedestrian measures based on the warrants/justifications outlined within the Ontario Traffic Manuals (OTM) and consultation with other community stakeholders including but not limited to Emergency Services and OPP.

If the warrants recommended in the OTM are met at the location, the Director shall prepare a report for Council recommending that an appropriate action is taken to implement the change. These recommendations could include a revision to the Township's existing by-laws, request for budget for works or similar.

If the warrants recommended in the OTM are not met, the Director shall provide a written response to the individual(s) who requested the additional control measures explaining this policy and applicable OTM warrants, as well as outlining why the requested measures will not be recommended to Council. A copy of that response shall be circulated to Council as an information item.

If the individual(s) who requested the control measure is not satisfied with the staff assessment, at that time, that individual(s) may as to appear before Council as a delegation to discuss the issue further. Refer to Township website for process to request a deputation.

Deputations to Council for pedestrian or traffic concerns will not be encouraged/allowed until they have followed the process outlined within this policy. This will ensure that at the deputation, Council has full information available for them to make an informed decision.

Although it is recognized that a timeframe guideline may not always be feasible, the aim is for staff to report back to Council and the requester within four months. This amount of time may be required in order for staff to engage consultant assistance with the evaluation.

Township Council will provide adequate operating budget to allow for four control measure assessments by request, per this policy, per year. If additional requests are submitted, a report will need to go to Township Council in order to provide additional budget to handle these requests.



WELLINGTON NORTH

SEMPER PORRO

SCHEDULE A

REQUEST FOR TRAFFIC / PEDESTRIAN CONTROL MEASURES

DATE			
APPLICANT			
ADDRESS			
PHONE		EMAIL ADDRESS	

LOCATION OR STREET NAME	
ISSUE / CONCERN	
PROPOSED SOLUTION	
JUSTIFICATION FOR REQUEST	
DIAGRAM OF LOCATION	

I / we wish Township staff to consider the following when evaluating this application:

- We have obtained a petition from local residents in support of this application - attached.
- We have considered other alternative solutions for the issue identified within this application.
- We / local residents have funding available to help finance the implementation of this control measure.
- Identified issue / concern is not a problem of enforcement.
- Identified location of issue has seen a change in traffic / pedestrian patterns during the past five years.
Please explain:
- We have traffic count, speed data or pictures / videos in support of your application (included).

SIGNATURE:

DATED:

PRINT NAME:

Personal information collected by the Township of Wellington North under the authority of the Municipal Act is for the purpose of administrating the Township's sewage allocation distribution. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 4227

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 070-19

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE WINTER MAINTENANCE AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICE INC. OPERATING UNDER THE NAME OF "OWEN SOUND HIGHWAY MAINTENANCE LIMITED" (IMOS) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS The Corporation of the Township of Wellington North and Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) wish to enter into an agreement for winter maintenance services (Arthur and Mount Forest).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) in substantially the same form as the agreement attached hereto as Schedule "A" and "B".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

SCHEDULE A

This Agreement for winter maintenance services made this _____ day of _____, 2019

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2019 until 11:59 p.m. April 30, 2020.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**
IMOS' contact shall be:
Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:
Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$3,942.63 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2019 and February 28th, 2020.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this ____ day of _____, 2019

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance Limited"

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2019 until 11:59 p.m. April 30, 2020.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$3,942.63 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2019 and February 28th, 2020.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

The Corporation of the Township of
Wellington North

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

SCHEDULE B

This Agreement for winter maintenance services made this ____ day of _____, 2019

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

WHEREAS Highway 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2019 until 11:59 p.m. April 30, 2020.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.


6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$14,200.03 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2019 and February 28th, 2020.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this ____ day of _____, 2019

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”

(Hereinafter referred to as “IMOS”)

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2019 until 11:59 p.m. April 30, 2020.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.

3. **Contacts:**

IMOS’ contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality’s contact shall be:

Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$14,200.03 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2019 and February 28th, 2020.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

The Corporation of the Township of
Wellington North

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 071-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A PET
LICENSING SERVICES AGREEMENT BETWEEN DOCUPET INC.,
AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS The Corporation of the Township of Wellington North and DocuPet Inc., wish to enter into a pet licensing agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into a pet licensing agreement with DocuPet Inc., in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK



Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this “**Agreement**”), is entered into this xx day of xxx 2019 (the “**Effective Date**”) by and between DocuPet Inc., an Ontario corporation with offices at 2 Gore Street, Kingston, ON, K7L 2L1 (“**DocuPet**”), and the Township of Wellington North, a municipal corporation whose primary place of business is 7490 Sideroad 7 W, Kenilworth, Ontario, N0G 2E0 (the “**Organization**”).

Background

DocuPet has developed and operates a program for providing municipal pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, C, and D are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet Fees
- (5) Schedule D – Form of Task Order

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET INC.

TOWNSHIP OF WELLINGTON NORTH

By: _____

By: _____

Name: **Grant Goodwin**

Name:

Title:

Title: **Chief Executive Officer**

By: _____

Name:

Title:

CONTACT INFORMATION FOR THE ORGANIZATION	
Contact Name and Title:	Karren Wallace, Director Legislative Services/Clerk
Address:	7490 Sideroad 7 W, Kenilworth, Ontario, N0G 2E0
Phone:	1-519-848-3620 x 4227
Email:	KWallace@wellington-north.com

CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	2 Gore Street Kingston, Ontario, K7L 2L1
Phone:	1-855-249-1370
Email:	grant.goodwin@docupet.com
Fax:	1-613-547-5529

SCHEDULE A
to Pet Licensing Services Agreement
SERVICE DELIVERABLES

1. DEFINITIONS

Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

2. SERVICES

(a) During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A and all Task Orders (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

(b) Applications. Pet Owners shall apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Licensing Information**”):

- i. Name
- ii. Email
- iii. Address
- iv. Telephone – day and evening
- v. Name of pet
- vi. Species (Dog or Cat)
- vii. Breed and description (sex, colour, age, etc.)
- viii. Spayed or neutered
- ix. Micro chipped
- x. Rabies vaccination and date
- xi. Alternate contact information
- xii. Date of Birth

(c) Pet Owners shall have the option of applying for a Pet Tag in one of four ways:

- (A) applying for a Pet Registration electronically through the DocuPet Website;
- (B) applying for a Pet Registration over the telephone with a DocuPet representative;
- (C) applying for a Pet Registration at certain designated Organization locations; or
- (D) applying for a Pet Registration at the location of certain organizations authorized by the Organization to sell Pet Registrations.

In the case of (A) and (B), the Pet Owner or the DocuPet representative, as the case may be, shall input the Licensing Information into the prompts on the

Website. In the case of (C) and (D), unless the Organization or the Organization's designated representative has set up an electronic, un-manned kiosk acceptable to DocuPet, an employee or the Organization's designated representative shall input the Licensing Information into the prompts on the Website.

(d) Data Storage. All Licensing Information that is inputted through the Website will be stored within the Software so that the Licensing Information may be accessed by the Organization, the DocuPet Personnel and other persons authorized by the Pet Owner. The Organization shall require their employees, volunteers and contractors/designates to accurately input the Pet Licensing Information into the application on the Website when inputting Licensing Information. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Licensing Information or for any errors therein.

(e) Pet Fee. Each Pet Owner shall pay a Pet Fee for each Pet based on the rates set out in Schedule C (the "**Pet Fee**"). The Pet Fee for each Pet Registration shall be paid through the Website or over the telephone by credit card, debit card or other payment method (as determined by DocuPet at its discretion) or directly to the Organization or a Organization contractor by cash, credit card (if accepted by the Organization), debit card, or cheque. All Pet Owners shall be encouraged to pay through the Website or through DocuPet's telephone service. The Organization shall ensure that its employees, volunteers and contractors do not submit an application for a Pet Registration without first obtaining payment of the Pet Fee or confirming that payment of the Pet Fee was made through the Website. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

(f) Completion of Application and Registration. After the completion of the application, payment of the Pet Fee, and submission of data into the DocuPet system, DocuPet shall send applicants confirmation of their Pet Registration number, a Pet Tag and other information or documents related to the Services, the Organization and DocuPet. DocuPet will send this package within five (5) business days of completion.

(g) Pet Tag. Each Pet Tag shall be affixed to the collar of the Pet identified by the Pet Registration. Pet Tags can be searched using a computer or smartphone device that will permit Organization officials and other authorized individuals to access certain information relating to the Pet and the Pet Owner. DocuPet shall be entitled to charge a reasonable fee for replacement Pet Tags in accordance with the rate set out in Schedule C to this Agreement. All Pet Tags shall bear the phrase "Powered by DocuPet" or some other replacement phrase or symbol acceptable to DocuPet.

(h) By-Law Awareness. DocuPet will endeavour to promote awareness of the Organization's Government Contract by-laws and regulations relating to pet registration and responsible pet ownership and may, in its sole discretion, notify Pet Owners of their legal obligations by: (i) sending them correspondence by regular mail, e-mail or other means; (ii) conducting door-to-door campaigns; or (iii) contacting Pet Owners by telephone, including through the use of automated messages. For certainty, DocuPet shall not be obligated to provide any of the particular services described in this Section 2(h) and, if the

Organization requests a particular service, DocuPet may require, as a condition to providing such service, that the Organization make a contribution towards the costs of such service.

3. DOCUPET PLATFORM STANDARDS

(a) Connectivity. The Organization shall be responsible for ensuring that any and all of its kiosks and services centers that provide Pet Registrations are connected to the Internet. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

(b) Backup and Disaster Recovery. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

(c) PCI Compliance. DocuPet shall comply with payment card industry (PCI) security standards.

(d) Data Protection. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Licensing Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Licensing Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

(e) Location. The servers hosting the Licensed Software shall be under Canadian legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable privacy Laws.

(f) Backup. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

(g) Service Level. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (9:00AM to 8:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside

normal business hours (9:00AM to 8:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (9:00AM to 8:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly. DocuPet will work with the Organization to prepare a document outlining the procedures and communication protocols that will be put in place in the event of scheduled and unscheduled downtime. A contingency plan for downtime procedure will also be included in this document.

(h) Website Support. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website, and custom modules purchased for the term. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors, so that the Website will at all times conform to the specifications.

(i) Customer Service. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 9:00AM to 8:00PM EST Monday to Friday, holidays excepted.

(j) Control of Website. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Defined Terms

As used in this Agreement:

“Confidential Information” means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

“DocuPet Engagement Manager” has the meaning given to that term in Section 2.7.

“DocuPet Owned Work” means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

“DocuPet Personnel” means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

“Government Contract” means the contract between the Organization and an Ontario city or municipality under which the Organization is obligated to license pets for the city or municipality.

“Including” and its derivatives (such as “include” and “includes”) mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

“Intellectual Property Rights” means, on a worldwide basis, any and all: (i) rights associated with works of authorship, including copyrights, moral rights and mask-works; (ii) Marks; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Law” means: (i) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws; (ii) the common law and the laws of equity as applicable to the Parties from time to time; (iii) any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or (iv) any applicable industry code, policy or standard enforceable by law.

“Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

“Marks” means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

“Material” means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data

compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement.

“Organization Engagement Officer” has the meaning given to that term in Section 3.1.

“Organization Data” means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Licensing Information.

“Optional Services” means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

“Performance Fee” has the meaning given to that term in Schedule C.

“Parties” means DocuPet and the Organization and **“Party”** means any one of them.

“Pet” means a dog or cat or any other animal that can be registered in accordance with the Organization's Government Contract, by-laws or regulations.

“Pet Fee” means the Pet Fee described in Schedule C.

“Pet Owner” means the person applying for the Pet Registration for an applicable Pet.

“Licensing Information” has the meaning given to that term in Schedule A.

“Pet Registration” means the registration issued or renewed according to the Organization's Government Contract, by-laws or regulations to a Pet Owner for a particular 365-day period.

“Postage” means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labour.

“Registration Threshold” has the meaning given to that term in Schedule C.

“Services” has the meaning given to that term in Schedule A.

“Software” means the software application provided through the Website, which among other things, stores the Licensing Information and provides authorized access thereto through the Internet.

“Standard Fees” has the meaning given to that term in Section 4.1(b).

“Task Order” has the meaning give to that term in Section 2.2.

“Term” has the meaning given to that term in Section 5.

“Website” means the Internet website “www.DocuPet.com” and associated web pages.

1.2. Other Terms.

(a) Other terms used in this Agreement are defined where those are used and have the meanings there indicated.

(b) Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. **DOCUPET SERVICES**

2.1 Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and the relevant Task Orders and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.

2.2 Additional Services

Any services to be provided by DocuPet to the Organization in addition to the Services (“**Additional Services**”) shall be specified in task orders (“**Task Orders**”) to be entered into by the Organization and DocuPet substantially in the form attached hereto as Schedule D. This Agreement provides basic terms and conditions applicable to all such Task Orders.

2.4 Use of Subcontractors

DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.

2.5 Facilities and Assets

Except as otherwise specified in the applicable Task Order, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to visit a Organization facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

2.6 DocuPet Methodologies, Tools and Training

Unless otherwise agreed in writing in a Task Order, DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

2.7 DocuPet Engagement Manager

DocuPet will assign an experienced manager (the “**DocuPet Engagement Manager**”). The DocuPet Engagement Manager will be responsible for: (a) overseeing and managing the performance of DocuPet's obligations under this Agreement; (b) serving as the Organization's primary point of contact for operational matters pertaining to this Agreement; and (c) promptly answering the Organization's queries and cooperate with the Organization to address issues relating to the Services deemed urgent by the Organization.

2.8 Exclusivity

The Organization agrees that during the Term, DocuPet shall be exclusive provider of the products and services comprising the Services and the Organization shall not, directly or indirectly, procure or develop products or services that are in whole or in part competitive with the business of DocuPet. The Organization reserves the right, however, to perform the obligations required to be done by it under Law to administer and enforce the Organization's Government Contract by-laws or regulations, which obligations may be undertaken directly by the Organization should, in the reasonable determination of the Organization (as assessed either at acceptance testing or after implementation and after reasonable written notice to DocuPet), the Services not provide the level of administrative or prosecutorial certainty that the Organization is required to provide under Law.

3. **ORGANIZATION RESPONSIBILITIES**

3.1 Organization Engagement Officer

The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to this Agreement (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to accommodate reasonable requests by the DocuPet Engagement Manager for information, data and support of a type specified in the Task Orders or as required to for DocuPet to perform its obligations under this Agreement.

3.2 Pet Fee Stability

The Organization will not decrease the Pet Fee it charges during the Term without first providing at least thirty (30) days advance written notice to DocuPet. In the event the Organization decreases the Pet Fee, the Performance Fee shall continue be calculated as if the Pet Fee had not been decreased. The Organization will not introduce a Pet Registration that remains active for more than a period of 365 days without DocuPet's written consent unless such multi-year registration has a Pet Fee that is equal to: (a) the Pet Fee immediately before the introduction of multi-year registration multiplied by (b) the number of years in the term of the applicable multi-year registration. The Pet Fee schedule is shown in Schedule C as provided by the Organization.

3.3 Kiosk Operation

The Organization may at its cost set up electronic, un-manned kiosks that, among other things, provide access to the Website. In such event, the Organization will consult with DocuPet regarding the set-up of such kiosks and the best interface for accessing the Website from such kiosks. In the event the Organization wishes to have DocuPet provide services regarding kiosk access to the Website, a mutual acceptable Task Order will be prepared by DocuPet and executed by both Parties.

3.4 DocuPet Policies

The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

3.5 Program Training

The Organization shall provide DocuPet with reasonable, regular access to all Organization staff or authorized contractors that will be inputting the Licensing Information to ensure that they are inputting the information accurately, effectively and successfully. DocuPet and the Organization shall work together to identify any individual that requires additional training. The Organization shall ensure that its contractors have employees and volunteers that are familiar with DocuPet procedures and that all such persons comply with DocuPet's procedures for handling the application for Pet Registrations and the payment of Pet Fees.

4. FINANCIAL MATTERS

4.1 Pet Registration Fees and Standard Fees

(a) Upon the sale of Pet Registrations reaching the Registration Threshold in any year of this Agreement, DocuPet shall be paid the Performance Fee by the Organization. In the event the Organization refunds any Pet Fees to the Pet Owner, such refund(s) shall not in any way reduce the Performance Fee or other fees payable to DocuPet except for those refunds caused by errors made by DocuPet.

(b) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the "**Standard Fees**").

4.2 Collection and Allocation of Fees

(a) Fees under this Agreement shall be collected as follows:

- (i) The Organization and other Organization contractors shall collect fees through "in person" transactions; and
- (ii) DocuPet shall collect the Pet Fees through the Website and by telephone.

(b) Pet Fees shall be allocated between the Parties as follows:

- (i) DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees and Performance Fee payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4.4(a).
- (ii) the Organization shall pay DocuPet any Standard Fees and Performance Fee associated with the Organization's or any Organization contractor's sale of Pet Registrations.

(c) Except as contemplated in this Section 4.2, the Organization shall not be entitled to any payments of any kind from DocuPet.

4.3 Taxes

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

- (a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.
- (b) DocuPet shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties, if any, payable by DocuPet on the goods or services used or consumed by DocuPet in providing the Services. The Organization shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties payable by the Organization

on the goods or services used or consumed by the Organization in supporting DocuPet's performance of the Services.

(c) The Organization shall be responsible for any sales, use, excise, value-added, services, consumption or other tax, if any, that is assessed for Pet Registrations or Pet Tags or on the receipt or provision of the Services as a whole, or on any particular Service.

(d) The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. DocuPet's invoices shall separately state the amounts of any taxes for which the Organization is legally responsible under this Agreement that DocuPet is collecting from the Organization, and DocuPet shall remit such taxes to the appropriate authorities in a timely manner. The Organization shall not be responsible for any interest or penalties assessed by a taxing authority arising from DocuPet's failure to remit the appropriate amount of tax on a timely basis. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other Party.

4.4 Invoicing and Payment of Fees

(a) Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Performance Fee and Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include a cover page that summarizes: (i) all Pet Fees collected by DocuPet for the month; (ii) the aggregate number of Pet Registrations applied for through the Website for the month; (iii) the aggregate amount of the Performance Fee and Standard Fees (and taxes), retained by DocuPet for the month; and (iv) the aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.

(b) In the case of Task Orders for Additional Services, separate invoices shall be issued that provide for the calculations utilized to establish the charge including the names, levels and personnel rates of the persons performing the Additional Services and the number of person days worked by each DocuPet personnel.

(c) Within 10 days of receipt of the cover page and invoice set out in 4.4(a), the Organization shall provide a written report that confirms that the Organization's records indicate the invoice and cover page are accurate.

(d) Statements for Performance Fees and Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provide for in Section 4.4(a) out of the Pet Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.

4.5 Accountability

(a) DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with

respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions of this Agreement.

(b) All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

(a) The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of five (5) years (the "Term"). Thereafter, the Term will automatically renew for successive one (1) year periods (each a "Renewal Period"), but not to exceed five (5) years in the aggregate, subject to the Organization's right to terminate at the end of the initial Term or any Renewal Period by providing DocuPet with not less than 90 days prior written notice.

(b) All terms of this Agreement shall remain the same during the Renewal Period(s) except for the Standard Fees, which may, at the discretion of DocuPet, be increased annually by an amount equal to the percentage increase, if any, in pet license fees charged by the Organization. In the event that DocuPet gives notice of an intent to increase the Standard Fees beyond increases provided for pursuant to the Organization's Government Contract, by-laws or regulations, it shall give notice to the Organization not less than 100 days prior to the commencement of the applicable Renewal Period in which case, the Organization may terminate this Agreement pursuant to section 9.

6. INTELLECTUAL PROPERTY

6.1 Organization IP

Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

6.2 DocuPet IP

As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

6.3 Use of Marks

(a) During the Term, DocuPet shall be entitled to include the Organization's name and logo on (i) the Website; and (ii) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

(b) During the Term, all references to the Website or the Organization's pet licensing program in publicity materials shall include the reference "Powered by DocuPet" in a location and format that is

mutually acceptable. The Pet Tag shall display the DocuPet's tradename and mark in a location and format that is acceptable to DocuPet.

7. CONFIDENTIALITY

7.1 Duties of Confidentiality

(a) Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7.1, the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".

(b) Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall both during the Term and at any time thereafter (i) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (ii) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (iii) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (iv) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (v) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

7.2 Excluded Information

The obligations of confidentiality of the Recipient in Section 7.1 shall not extend to information that the Recipient can establish by written evidence, (i) is or becomes publicly known through no wrongful act of the Recipient; (ii) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (iii) the Recipient can show was rightfully in its possession without obligation of confidentiality; (iv) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (v) is required to be disclosed by Law, provided that Recipient will take all available reasonable means not to disclose any Confidential Information of the Disclosing Party without its consent or prior disclosure to the Disclosing Party, unless preclude by Law from doing so, and will only disclose the minimum amount of Confidential Information compelled by law; or (vi) is independently developed.

7.3 Privacy

(a) In addition to DocuPet's confidentiality obligations under Section 7.1, DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.

(b) Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Licensing Information to the extent that the individual who provided the Licensing Information has consented to such use and disclosure in accordance with all applicable Laws.

7.4 Acknowledgement

The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

7.5 Reporting

Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

8.1 Warranties

(a) DocuPet represents and warrants that:

- (i) it is competent to perform the Services;
- (ii) it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
- (iii) the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (A) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (B) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (C) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).

(b) The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

8.2 Warranty Disclaimer

OTHER THAN AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY TASK ORDER), THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DOCUPET'S TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL PERFORMANCE FEE PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8.3 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (II) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (III) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 2.8, SECTION 6 OR SECTION 7.

9. TERMINATION

(a) Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days, the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

(b) Organization Data and Licensing Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Licensing Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:

(a) if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and

(b) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.

The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNITIES

11.1 Insurance

- (a) DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
- (i) Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.

- (ii) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles owned, operated or leased by DocuPet and used in any manner in connection with the performance of the Services.
- (b) The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.
- (c) DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- (d) DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11.1 (a). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under on 11.1.
- (e) If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

11.2 Indemnity By DocuPet

DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:

(a) any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors or agents; and

(b) any breach of any representation, warranty or covenant of DocuPet set out in this Agreement.

to the degree to which any losses or allegations relate to actions or omissions of DocuPet which are proven in a court having jurisdiction over such matters.

11.3 Indemnity By Organization

The Organization will indemnify, defend and hold harmless DocuPet, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:

(a) any third-party claim resulting from the wrongful or negligent acts or omissions of the Organization, its representatives, contractors or agents; and

(b) any breach of any representation, warranty or covenant of the Organization set out in this Agreement

to the degree to which any losses or allegations relate to actions or omissions of the Organization which are proven in a court having jurisdiction over such matters.

12. **DISPUTE RESOLUTION**

Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:

(a) Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavouring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be

appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honoured in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.

- (b) Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
- (i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - (ii) thirty (30) days after the initial written request to appoint a designated representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).

This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (A) avoid the expiration of any applicable limitations period, (B) preserve a superior position with respect to other creditors, or (C) obtain a temporary restraining order or other injunctive relief.

Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

13. GENERAL

13.1 Governing Law

The Agreement and performance under it will be governed by and construed in accordance with the Laws of the jurisdiction in which the Organization is located.

13.2 Relationship of the Parties

DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement unless otherwise provided herein or in the Task Order. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.

13.3 No Waiver of Default

No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

13.4 Remedies Cumulative

All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.

13.5 Assignment

DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

13.6 Notices

All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or e-mail (with a copy provided by another means specified in this Section 13.6), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of DocuPet, to:

DocuPet Inc.
2 Gore Street
Kingston, Ontario, K7L 2L1

Attention: Chief Executive Officer

Email: grant.goodwin@docupet.com

In the case of the Organization, to the address set out on page 2 of this Agreement.

Either Party may from time to time change the individual(s) to receive notices under this Section 13.6 and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

13.7 Interpretation

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.

The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

13.8 Counterparts

The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

13.9 Severability

If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

13.10 Survival

Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

13.11 Entire Agreement; Entering Into Task Orders; Amendments

This Agreement (including any Schedules referred to herein and attached hereto and Task Orders executed by the Parties in accordance herewith) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. To become effective, a Task Order must be signed by an authorized representative of each Party. Modification or amendment of this Agreement or any Task Order, or any part of this Agreement or Task Order, may be made only by a written instrument executed by authorized representatives of both Parties.

13.12 Compliance with Law

Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

Schedule C

Pet Fees

1. Table 1.1 outlines the current Pet Fee schedule for dogs within the Organization in the local currency of the Organization. The Fee schedule is subject to yearly review and approval by the Organization.

Table 1.1 – Pet Fee schedule for the Organization

License Type	Fee
Dog - Altered/Intact	\$20.00

*365 day model

2. **The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization. All fees are in the local currency of the Organization.**

Table 1.2 – Listing of DocuPet’s Standard Fees

ITEM	FEE PAYABLE BY THE COUNTY (in \$CAD funds)
<p><u>Pet License Fulfillment Package Fee</u></p> <p>This can include the following pieces:</p> <ul style="list-style-type: none"> ● Town-Branded Pet Tag etched with unique Pet ID Code ● Information Package with receipt ● Town customized welcome insert ● Envelope ● Postage 	\$5.91/registration
<p><u>Replacement Tag Fulfillment Fee</u></p> <p>This includes the following pieces:</p> <ul style="list-style-type: none"> ● Replacement Town-Branded Pet Tag etched with unique Pet ID Code ● Printed Communication ● Envelope ● Postage 	\$3.91/replacement tag
<p><u>Mailed Renewal Notice Fee</u></p> <p>This includes the following:</p> <ul style="list-style-type: none"> ● Personalized letter 	\$1.43/mailing

<ul style="list-style-type: none"> • Envelope • Postage 	
<u>Emailed Renewal Notice</u>	No Charge
<u>Automated Phone Calls</u>	No Charge
<u>Online Credit Card Processing Fee</u> (applicable for all Pet licenses sold via the Website, except when fees are collected by the City staff receiving applications and collecting payments in person)	2.9% + \$0.30 per registration <i>(this is a pass through cost)</i>

3. DocuPet shall be compensated by the Organization for the Services on a contingent performance basis in accordance with the following terms:

(a) Using the average number of pet registrations issued over the past three years or the past 12 months, whichever is less; a baseline pet registration number for the Organization (the “**Registration Threshold**”) has been established at **1,846** which is subject to the Organization’s providing three years data ending December 31, 2018 confirming such amount.

(b) DocuPet shall receive 50% of all the gross revenue arising from each Pet Registration sold or renewed (whether by the Organization, DocuPet or any other service provider) in excess of the Registration Threshold in any year of this Agreement or any Renewals thereafter (the “**Performance Fee**”).

(c) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the Standard Fees set out in Table 1.2 for each Pet Registration, which is tied directly to the production and distribution of Pet Tags and printed communication materials.

Schedule D
Form of Task Order

Task Order No. ____

Task Order Effective Date: _____

This Task Order No. ____, together with the IT Services Agreement between _____ (“**DocuPet**”) and the Organization, dated ____ (the “**Agreement**”), governs the performance of the Project Work described herein. This Task Order shall be effective as of the date set forth above (the “**Task Order Effective Date**”). All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. PROJECT OVERVIEW

[NTD: Insert an overview of the Project]

2. TERM

The term of this Task Order will commence on the Task Order Effective Date and, unless earlier terminated pursuant to the terms and conditions of the Agreement, will continue to remain in full force and effect until all Services to be performed, and the Deliverables to be provided, under this Task Order have been successfully completed and delivered.

3. SERVICES

DocuPet will perform the tasks and responsibilities described below (including the provision of all Deliverables), and all associated DocuPet obligations set forth in the Agreement, as such tasks, responsibilities and obligations are enhanced, supplemented or changed during the term of this Task Order pursuant to the Agreement (collectively, for the purpose of this Task Order, the “**Services**”).

[NTD: Insert description of Services to be performed]

4. DELIVERABLES

[NTD: List the Deliverables to be provided/achieved, and identify requirements and specifications for each Deliverable.]

5. ESTIMATE

DocuPet’s charges under this Task Order shall be determined with reference to the Estimate attached hereto as Attachment No. 1.

[NTD: Attach the Estimate as Attachment No. 1.]

6. SCHEDULE

[NTD: Specify schedule for performing the Services]

7. MILESTONES

[NTD: List Milestones. Specifically identify any Milestone that trigger interim payments as “Payment Milestones”]

8. ACCEPTANCE CRITERIA/TESTING

[NTD: Specify the Deliverables subject to acceptance testing and their respective acceptance criteria, as well as, to the extent practicable, the acceptance tests and procedures to be employed]

9. PROJECT MANAGER

[NTD: Insert the name, position and contact information of the DocuPet project manager]

10. DOCUPET PERSONNEL

The following DocuPet Personnel will be assigned to perform the Services in this Task Order.

Name	Position	Role

[NTD: List DocuPet Personnel by name, position and role of DocuPet Personnel]

11. THE ORGANIZATION’S RESPONSIBILITIES

[NTD: List the Organization’s specific responsibilities relating to DocuPet’s performance of the Services under this Task Order]

12. OTHER PROVISIONS

[NTD: Insert any additional terms agreed to by the Parties.]

The terms of this Task Order are agreed to by:

[Organization]

DOCUPET INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 072-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A FEE
SUBSIDY SERVICE AGREEMENT BETWEEN THE CORPORATION
OF THE COUNTY OF WELLINGTON AND THE CORPORATION OF
THE TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and the Corporation of the County of Wellington wish to enter into a fee subsidy service agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into a fee subsidy service agreement with the Corporation of the County of Wellington in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

SCHEDULE A

FEE SUBSIDY SERVICE AGREEMENT

This AGREEMENT made in triplicate this First day of July, 2019

BETWEEN:

The Corporation of the County of Wellington
("County")
OF THE FIRST PART

- and -

Township of Wellington North
("Service Provider")
OF THE SECOND PART

WHEREAS:

1. The County has been designated as the delivery agent pursuant to the *Child Care and Early Years Act, 2014, S.O, 2014, c. 11 Sched. 1* has the responsibility for the management of the *child care service delivery system* for the County of Wellington and the City of Guelph; and
2. The County, as the delivery agent, is to provide subsidized child care for eligible persons through child care licensees under the *Child Care and Early Years Act, 2014*; and
3. The County has the authority to enter into an Agreement with the Service Provider for the provision of Fee Subsidy as set out in the attached Service Description; and
4. The Service Provider has agreed to provide Fee Subsidy as set out in the attached Service Description;

NOW THEREFORE the parties hereby agree as follows

Part 1 - Definitions

- 1) In the Agreement;
 - a) "Agreement" means this Fee Subsidy Service Agreement and the schedules attached hereto as at the date hereof and as amended from time to time;
 - b) "Authorized Recreation Programme" means a children's recreation programme as defined under the *Child Care and Early Years Act, 2014, Section 1(1), O. Reg. 138/15* read together with S6(4) of the *Child Care and Early Years Act, 2014* which operates once a day for no more than 3 hours each day .
 - c) "Camp" means a children's recreation programme as defined under the *Child Care and Early Years Act, 2014, Section 1(1), O. Reg. 138/15* read together with S6(4) of the *Child Care and Early Years Act, 2014* for children who are four years

and older that operates on days when instruction is not typically provided for pupils in schools for no more than 13 weeks in a calendar year.

- d) "child" or "children" means a child or children who receive child care services pursuant to this Agreement;
- e) "County" means The Corporation of the County of Wellington;
- f) "County Staff" means the staff of the County authorized to exercise the rights and perform the duties of the County under the Agreement;
- g) "*Child Care and Early Years Act, 2014*" means the *Child Care and Early Years Act, 2014, S.O. 2014, c. 11 Sched. 1*, or any successor legislation thereto;
- h) "Director" means the Director of Children's Early Years Division, County of Wellington, or appointed designate;
- i) "Fee Subsidy Approved Per Diem Schedule" means the approved subsidy rate schedule that is attached as a schedule to this Agreement as at the date hereof and as amended from time to time;
- j) "Fee Subsidy Service Description Schedule and Requirements" means the Fee Subsidy Service Description and Requirements Schedule that is attached as a schedule to this Agreement as at the date hereof and as amended from time to time;
- k) "fiscal year" means the calendar year beginning January 1st and ending December 31st;
- l) "*Human Rights Code*" means the *Human Rights Code, R.S.O. 1990, c.H19*, as amended, or any successor legislation thereto;
- m) "Ministry" means the Ontario Ministry of Education for the Province of Ontario, or any successor ministry, department, or government body;
- n) "*Municipal Freedom of Information and Protection of Privacy Act*" means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, cM56*, as amended, or any successor legislation thereto;
- o) "parent" means the person or persons who are the natural parents of a child or the person or persons having legal custody or guardianship of a child;
- p) "PIPEDA" means the *Personal Information Protection and Electronic Documents Act, S.C. 2000 c.5*, including any amendments thereto;
- q) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;
- r) "Home child care" means the temporary care for reward or compensation of six (6) children or less, who are under thirteen (13) years of age, where such care is provided in a private residence, other than the home of a parent or guardian of any such child, for a continuous period not exceeding twenty-four (24) hours;
- s) "Home child care agency" means a licensed agency for home child care with authority to contract self-employed home child care providers to provide home child care;
- t) "Home child care provider" means a self-employed individual contracted by a licensed home child care agency for the provision of home child care;

- u) "Schedule of Approved Fee Subsidy Sites" means the list of the Service Providers approved sites that is attached as a schedule to this Agreement as at the date hereof and as amended from time to time;
- v) "Service Provider" means a corporation or an individual who operates a licensed child care programme, authorized recreation programme, camp, or a school board or a home child care agency;
- w) "Supervisor" means a person, appointed by a Service Provider, who shall be responsible to the Service Provider for the day-to-day operation and management of each licensed child care programme and/or home child care agency, or, if the Service Provider or Supervisor is absent, by such person as the Service Provider designates.

Part 2 – Service

- 2) The Service Provider agrees to provide services in accordance with the attached Service Description Schedules and in accordance with the policies, guidelines, and requirements of the County as communicated to it.
 - a) The following schedules are attached and form an integral part of this Agreement:
 - i) Schedule "A": Schedule of Approved Fee Subsidy Sites;
 - ii) Schedule "B": Fee Subsidy Service Description Schedule and Requirements; and
 - iii) Schedule "C": Fee Subsidy Approved Per Diem Schedule

In addition, the Service Provider agrees to submit their records, as set out in Schedule "B" attached to this Agreement, for approval, which documentation will become an integral part of this Agreement.

Part 3 – General

- 3) The Service Provider hereby agrees to adhere to all the conditions that are outlined in Schedule B as well as the following provisions:
 - a) That each site, as set out in Schedule "A", where services are provided under this Agreement, shall meet operating requirements by the Ministry of Education under the *Child Care and Early Years Act, 2014* and, Service Providers shall produce verification of operating requirements and any renewal thereof on an annual basis.
 - b) That each site, as set out in Schedule "A", in a setting where services are provided under this Agreement, shall be supervised by staff in accordance with requirements as determined by the Ministry, or an agent thereof.
 - c) That the Service Provider shall immediately notify the Director of any changes in Supervisor, as referred to in Paragraph 3(b).
 - d) That for non-profit agencies, the Service Provider shall notify the Director immediately upon any change in the President of the Board of Directors
 - e) That for for-profit programmes, the Service Provider shall notify the Director, as soon as possible, regarding any plans to change ownership.

f) That the Service Provider shall notify the Director, as soon as possible, of any plans for a change in service capacity or plans for closure of the programme or any individual site where services are provided.

g) All policies and guidelines of the County relating to Fee Subsidy.

Part 4 – Change Of Control

4) In the event that there is a Change of Control:

a) This Agreement shall forthwith terminate unless the written consent of the County to such Change of Control is first obtained.

b) “Change of Control” shall mean the transfer of majority interest in the corporate structure of the Service Provider.

Part 5 - Term

5) This Agreement:

a) Will be in force from **July 1 2019** until it is superseded or replaced by a subsequent Agreement or until it is terminated in its entirety, by either party, by giving sixty (60) days' written notice.

b) In the event that the Service Provider ceases to hold a valid license under the *Child Care and Early Years Act, 2014* or any successor legislation, then, in such event, this Agreement shall forthwith terminate, without notice.

Part 6 – Payment Consideration

6) Subsidy payment shall be as follows:

a) The County will pay to the Service Provider, for approved expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in the per diem fee based on the approved per diem rate. The County reserves the right to determine the amount, and the time and manner of such payments.

b) The parties agree that the approved per diem rate will be negotiated on or before the start of the applicable fiscal year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.

c) It is agreed and understood that the County may withhold payment(s) in its absolute discretion if the Service Provider is in breach of its obligations under this Agreement.

d) The Service Provider shall forthwith repay the County any amounts received as an overpayment of subsidy payments as determined under the Schedules.

Part 7 - Access and Consultation

7) Access and consultation shall be as follows:

a) The Service Provider will permit County staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe and

evaluate the services and inspect all records relating to the services provided pursuant to this Agreement.

- b) The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with County staff.

Part 8 - Financial Records and Reports

- 8) Financial records and reports shall be maintained, prepared, and submitted as follows:
 - a) The Service Provider will maintain financial records and books of account respecting services provided, pursuant to this Agreement, for each site, as set out in Schedule "A", where service is being provided, and will allow County Staff or such other persons appointed by the County to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
 - b) The Service Provider will retain the records and books of account referred to in clause 8(a) for a period of seven (7) years.
 - c) The Service Provider will prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County may require.
 - d) The Service Provider will adhere to any additional financial reporting requirement(s) specified in the attached Schedules including the requirements to keep and maintain financial records in accordance with the *Child Care and Early Years Act, 2014* and the guidelines and policies prescribed by the County from time to time.
 - e) The Service Provider will comply with the County's policies on the treatment of revenues and expenditures, which may be issued from time to time.

Part 9- Service Records

- 9) In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the County, which consent may be withheld, at its sole discretion, or may be given subject to such conditions as the County deems advisable.

Part 10 - Confidentiality

- 10) Confidentiality shall be as follows:
 - a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential, and will not disclose or release to any person other than County staff or its delegate at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or such other "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information apply.

- b) The Service Provider acknowledges that any information collected by the County pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.
- c) Personal information shall not be used or disclosed for purposes other than that for which it was collected, except with the consent of the person or as required by law.
- d) Personal information shall be retained only as long as necessary for the fulfillment of the purpose for which it was collected.
- e) The Service Provider represents and warrants that:
 - i) It shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the County;
 - ii) It shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - iii) It shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the County.

Part 11 - Conflict of Interest

11) Conflict of interest will be dealt with as follows:

- a) The Service Provider, any of its sub-contractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any service to the County where such activity, or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County) with the provision of services pursuant to this Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the County relevant to the services where the County has not specifically authorized such use.
- b) The Service Provider shall disclose to the County without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- c) A breach of this section by the Service Provider shall entitle the County to terminate this Agreement, in addition to any other remedies that the County has in this Agreement, in law or in equity.

Part 12 - Indemnification

12) The Service Provider will, both during and following the term of this Agreement, indemnify and save harmless the County, its officers, employees, Council members, agents, and partners from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints, or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement. Without limiting the generality of the foregoing, such indemnity shall include all legal costs, fees, and disbursements and any administrative costs incurred by the County.

Part 13 - Insurance

13) The Service Provider will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance for bodily injury and property damage acceptable to the County in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect of the services provided by this Agreement.

The insurance policy shall:

- a) Include as an additional insured "The Corporation of the County of Wellington" in respect of and during the provision of services by the Service Provider pursuant to this Agreement;
- b) Contain a cross-liability clause endorsement; and
- c) Contain a clause including liability arising of the Agreement.

The Service Provider will submit to the County, upon request, proof of insurance.

Part 14 - Termination

14) Termination will be dealt with as follows:

- a) Either party may terminate this Agreement, in whole, with respect to the provision of any particular service, upon sixty (60) days' written notice to the other party.
- b) In the event of termination the Service Provider shall forthwith refund to the County any funds advanced by the County and not expended in accordance with the approved budget.
- c) The County may terminate this Agreement with the Service Provider for cause and without notice where the Service Provider fails to comply with the terms and conditions set out in this Agreement, or the provisions of the *Child Care and Early Years Act, 2014*.
- d) Notwithstanding paragraph 14 (c), the County may place a stop admissions order in relation to a Fee Subsidy Agreement with the Service Provider, for a specified period of time, where the director has reasonable grounds to believe that a Service Provider has failed to comply with the terms and conditions set out in this Agreement or with the provisions of the *Child Care and Early Years Act, 2014*. If the Service Provider fails to bring itself into compliance within the time period specified in the stop admission order, the County may exercise its rights as set out in 14 (c).
- e) If the Service Provider dies or files an assignment for the benefit of creditors, or is petitioned into bankruptcy, then this Agreement will be deemed to be automatically terminated as of the date of death, assignment, or petition. The County shall pay only for the services rendered and disbursements incurred by the Service Provider to the date of such termination.
- f) In the event the Agreement is terminated, the Service Provider shall notify its clients that its Agreement with the County has been terminated and shall provide the County with written verification of such notice within ten (10) days of termination.

Part 15 - Human Rights Code

15) It is a condition of this Agreement and of every Agreement entered into, pursuant to the Fee Subsidy Agreement

performance of this Agreement, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this Agreement.

Part 16 - Amendments

- 16) Any change, alteration, or amendment hereto, other than as specifically authorized, shall be made in writing and signed by all the Parties.

Part 17 - Non-Assignment

- 17) The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the County, which approval may be withheld by the County in its sole discretion or given subject to such conditions as the County may impose.

Part 18 - Severability

- 18) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions or part provisions of this Agreement shall continue in full force and effect.

Part 19 - Schedules

- 19) All the terms of the Schedules are incorporated into this Agreement except where they are inconsistent with this Agreement, in which event, the terms of this Agreement will prevail. This Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or Agreement, collateral, oral, or otherwise existing between the parties at the date of execution, and relating to the subject matter of this Agreement, except for Ministry Regulations and Policies incorporated by reference in this Agreement.

Part 20 - Notice

- 20) Notice shall be handled as follows:

- a) Any notice, demand, acceptance, or request required to be given herewith in writing, shall be given if personally delivered or mailed by registered mail or postage prepaid, as follows:

County:

Administrator
County of Wellington Social Services
Children's Early Years Division
74 Woolwich Street
Guelph, Ontario N1H 3T9

Service Provider:

Township of Wellington North
7490 Sideroad 7W
PO Box 125
Kenilworth ON N0G 2E0

- b) Any notice shall be deemed to have been given to and received by the County, to whom it is addressed;

- i) If delivered, on the date of delivery; or
- ii) If mailed, then on the fifth (5th) day after the mailing thereof.

Part 21 - Status of Service Provider

21) The status of the Service Provider shall be as follows:

- a) The Service Provider acknowledges and agrees that this Agreement is in no way deemed or construed to be an Agreement or contract of employment. Specifically, the parties agree that it is not intended by this Agreement, that the Service Provider or its employees are to be employees of the County for the purpose of: *The Income Tax Act, R.S.C. 1985 c.1(1st Supp)*; *the Canada Pension Plan Act, R.S.C. 1985, c. C -8; the Employment Insurance Act, S.O. 1996, c.23; The Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A"); The Occupational Health and Safety Act, R.S.O. 1990, c.0.1; The Pay Equity Act, R.S.O. 1990 , c.P.7; or The Health Insurance Act, R.S.O 1990., c.H.6 (collectively the "Acts"); all as amended from time to time, and any legislation in substitution thereof.*
- b) Notwithstanding the above paragraph it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

Part 22 - General

22) The Service Provider agrees that:

- a) The Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial, and municipal laws, ordinances, statutes, rules, regulations, and orders, in respect of the performance of this Agreement.
- b) This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute, and regulations in force, from time to time, and to any statute or regulations which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- c) As drafted, the headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- d) This Agreement shall be read with all changes of gender and number as required by context.
- e) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provide that this paragraph shall in no way derogate from the provisions of Part 18 restricting the Service Provider's ability to assign this Agreement.
- f) If more than one entity is a Party to this Agreement as Service Provider, all references to the Service Provider shall include all of the entities and this Agreement shall be binding on each jointly and severally.
- g) Time shall in all respects be of the essence in this Agreement.

Part 23 – Acknowledgement of Agreement

- 23) The Service Provider acknowledges that:
- a) The Service Provider has read and understands the provisions of this Agreement and the *Child Care and Early Years Act, 2014* as it relates to the services to be rendered pursuant to this Agreement.
 - b) Any waiver by the County of the strict compliance by the Service Provider with a term, covenant, or condition in this Agreement, or any other indulgence granted by the County to the Service Provider, is not considered to be a waiver of a subsequent default or breach by the Service Provider, nor entitle the Service Provider to a similar indulgence.
 - c) All terms of the schedules are incorporated into this Agreement except where they are inconsistent with such. This Agreement and the attached schedules embody the entire Agreement and supersede any other understanding or Agreement, collateral, oral, or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.
 - d) The Service Provider, having read and understood the terms and covenants of this Agreement, acknowledges and agrees that it has obtained or had the opportunity to obtain independent legal advice prior to the execution thereof.
 - e) All provisions of this Agreement shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF has caused to be affixed its corporate seal under the hands of its proper Officers duly authorized in that behalf and THE SERVICE PROVIDER has hereunder set her hand and seal.

SIGNED, SEALED, AND DELIVERED in the presence of:

THE CORPORATION OF THE
COUNTY OF WELLINGTON

Date: _____

Warden

Date: _____

Clerk

THE SERVICE PROVIDER

Date: _____

Signing Authority

Date: _____

Signing Authority

Service Agreement Schedule "A"
Schedule of Approved Fee Subsidy Sites

This AGREEMENT made in triplicate this First day of July, 2019

Schedule of Sites Pertaining to: Township of Wellington North
("Service Provider")

Name and Address of Site(s):

Wellington North Summer Day Camp - Arthur
Arthur & Area Community Centre
158 Dornville Street
Arthur ON N0G 1A0

Wellington North Summer Day Camp - Mount Forest
Mount Forest & District Sports Complex
850 Princess Street
Mount Forest ON N0G 2L3

Signed and Dated:

Date: _____
THE COUNTY OF WELLINGTON

Date: _____
CLERK

Date: _____
THE SERVICE PROVIDER

Date: _____
THE SERVICE PROVIDER

Service Agreement Schedule “B”
Fee Subsidy Service Description Schedule and Requirements

Service Description:

Child care fee subsidies may be provided to children whose parents are:

- Eligible as determined in accordance with Form 1 in O.Reg. 138/15, made under the *Child Care and Early Years Act, 2014*.
- Eligible for income support under the *Ontario Disability Support Program Act, 1997*;
- Eligible for an allowance under the *Family Benefits Act*;
- Eligible for income assistance under the *Ontario Works Act, 1997* who is employed or participating in employment assistance activities under the Act or both; or

Fee subsidies are also provided to children with disabilities and/or special needs.

Fee subsidies may be provided for children up to 12 years of age, in special circumstances. Parents of children with disabilities and/or special needs may be eligible for fee subsidies for children under 18 years of age.

Specific service provided:

A fee subsidy is financial assistance provided towards the cost of licensed child care programmes, authorized recreation programmes, camps and authorized school board operated programmes.

Part 1 – General

- 1) The Service Provider hereby agrees:
 - a) That it has and shall continue to hold a valid operating verification (ie.non-provisional child care license) under the *Child Care and Early Years Act, 2014* and that it shall produce said verification and any renewal thereof on an annual basis.
 - b) That if during the course of this Agreement the service provider is granted an operating verification, any provisions, terms and/or conditions attached to such operating verification shall be addressed in a manner satisfactory to the County of Wellington. Within ninety (90) days of the County’s written notice that such provisions, terms, and/or conditions must be resolved, the County of Wellington may, in its total discretion, immediately terminate the service Agreement if the Service Provider fails to address such provisions, terms and/or conditions within the specified time.
 - c) The County of Wellington shall be entitled to remove Subsidized children from any programme pursuant to this Agreement, at any time if, in the opinion of the Director, the health or safety of the Subsidized children may be at risk if they remained in the child care or home child care setting.

- d) The Service Provider acknowledges and agrees that the County in no way warrants or represents that the Service Provider will be guaranteed that any children will be approved pursuant to this Agreement.
- e) The Service Provider agrees to maintain minimum standards as outlined by the County of Wellington's Operating Criteria. At any time that the Service Provider fails to maintain such standards the County of Wellington reserves the right to suspend placement of subsidized children and may cancel the service Agreement if the Service Provider fails to provide evidence of resolution of any outstanding issues related to the Operating Criteria. The County of Wellington reserves the right to alter said Operating Criteria from time to time as information on new research into best practices becomes available.
- f) The Service Provider shall follow Individual Support Plan for the inclusion of children with disabilities and/or special needs in child care programmes as established by the Special Needs Resourcing personnel.
- g) The Service Provider, who is the operator of a home child care agency, shall provide an updated list of approved providers offering services to children whose parents are in receipt of fee subsidy, on a monthly basis after the execution of this Agreement.
- h) The Service Provider acknowledges that the County of Wellington may at any time alter the number of children eligible for enrolment on a subsidized basis upon oral or written notice given by the Director or designate. Any such notice shall be effective as of the date specified in the notice or the date the notice is given, whichever is later.
- i) The Service Provider must offer space from any waitlist based on chronological order, regardless of whether or not the children are in receipt of fee subsidy.

Part 2 – Fee Subsidy Reports

2) Reports shall be produced and submitted as follows:

- a) The Service Provider will maintain service records respecting each site where service is being provided, and prepare and submit at such intervals as indicated by the County, a report respecting the services being provided pursuant to this Agreement, acceptable to County staff, which shall include programme data such as statistics on target achievements and such other information as the County requires.
- b) The Service Provider will also prepare and submit to the County, monthly attendance records, and at any time, upon reasonable request, a comprehensive report acceptable to County staff respecting the services being provided. The service report shall comply with the County requirements as to form and content.

Part 3 – Fee Subsidy Payments

3) Fee Subsidy payments shall be as follows:

- a) The Service Provider shall provide child care services for such children as approved from time to time by the County through a Fee Letter and the child care services shall be carried out in accordance with:
 - i) the terms of the Fee Letter;

- ii) the Fee Subsidy Programme Description Schedule;
 - iii) the *Child Care and Early Years Act, 2014* and its regulations, as they may be amended from time to time; and
 - iv) the policies, procedures, and guidelines as set by the County and the Ministry from time to time.
- b) The County shall pay to the Service Provider, in respect of each child cared for under 3 a) of this Schedule, the difference between:
- i) The per diem rate as prescribed by the Fee Subsidy Approved Per Diem Schedule; and
 - ii) The fees, as determined by the County, in accordance with the regulations under the *Child Care and Early Years Act, 2014*, to be paid by the parent for the child care services.
- c) The Service Provider acknowledges and agrees that the County is not responsible or liable in any way to the Service Provider for the payment of any fees, monies, or costs in regard to child care services that exceed those as set out in 3 (b) and that the County in no way will be responsible or liable for any monies, fees, or damages that may be owing by a parent to a Service Provider.
- d) The per diem rates as prescribed in the Fee Subsidy Approved Per Diem Schedule shall be deemed to cover all the costs related to a child attending a programme under this Agreement and no additional charges, such as registration fees or additional daily fees, shall be made separately by the Service Provider to the parent.
- e) Within five (5) days after the end of each month in which child care services are provided under 3 (a) of this Schedule, the Service Provider shall submit to the County:
- i) An invoice in a form as prescribed by the County from time to time
 - ii) Copies of all attendance records for the preceding month for the child care services rendered
 - iii) A list of available child care spaces; and
 - iv) A list of child care needs of families seeking child care.
- f) The County shall make payment to the Service Provider for each proper and complete invoice within twenty (20) days of receipt thereof.
- g) In the event of anticipated delays in the making of payments by the County, notice shall be made to the Service Provider within the time allotted under 3 (f) of this Schedule, and with such the County shall have such time as necessary, without paying interest to the Service Provider, to make the required payment.
- h) Only those amounts which are in accordance with the rates prescribed in the Fee Subsidy Programme Description Schedule shall be invoiced by the Service Provider and only those invoices relating to children who are in actual daily attendance shall be permitted.
- i) Notwithstanding the foregoing, the County shall make payment to the Service Provider for a maximum of thirty (30) days of absenteeism per child per year to include vacation days, statutory holidays, and other occasional days of absence.

The maximum allowable absentee days will be determined at the time of fee subsidy approval and may be amended from time to time. Absenteeism due to children's illness will be paid in addition to the thirty (30) days for no more than 10 consecutive business days.

- j) For purposes of this Agreement, enrollment shall be deemed to commence on the first physical day of attendance of any subsidized child and shall terminate on the last physical day of attendance, provided prior notice of withdrawal has been given.
- k) The Service Provider shall require parents to give no more than two (2) weeks notice to the Service Provider before withdrawing their child from the Service Provider's care. If, however, notice is not given, the County shall make payment to the Service Provider for a maximum of two (2) weeks of notice, unless the space can be filled by the Service Provider before the two (2) week period lapses. In this case, payment shall be made only until the space is filled by another child.
- l) Save as set out in 3 (j), all payments to be made to the Service Provider by the County for a child under this Schedule shall end as of the date of the child's withdrawal from the Service Provider's care.
- m) The Service Provider shall accurately, faithfully, and truly record the days of absence taken by each child and shall obtain an explanation for such absence from the parent as part of the record, which record shall be submitted to the County, as may be required by the County from time to time.
- n) The Service Provider shall notify the Director if the number of children approved for services by the County under this Agreement exceeds 50% of the Service Provider's total capacity as licensed by the Ministry. The County reserves the right to issue a stop placement notice if, in the opinion of the County, the Service Provider is no longer financially viable.
- o) If it is determined that the Service Provider is or has charged a fee to any third party during the term of this Agreement that is below the fee of the applicable Fee Subsidy Approved Per Diem Schedule, then the Service Provider shall be deemed to have received an overpayment from the County in regard to each child cared for under this Agreement for the difference between the fee charged to the third party and the fee prescribed in the Fee Subsidy Approved Per Diem Schedule. If an overpayment is deemed under this paragraph, then the Service Provider shall repay such to the County forthwith.
- p) The Service Provider shall keep and maintain financial records in accordance with:
 - i) the regulations of the *Child Care and Early Years Act, 2014*, as they may be amended from time to time; and
 - ii) the guidelines and policies as prescribed by the County from time to time; and those records shall be open to inspection by the County, its employees or agents upon reasonable request at such reasonable place as the County designates in writing.
- q) Rate increases for the upcoming calendar year shall be approved by the County by such date and process as specified by the County from time to time.
- r) The County shall not pay to the Service Provider the fees provided hereunder, where the Service Provider is unavailable to provide services.

- s) The County shall not be required to pay to the Service Provider the fees provided hereunder during the period(s) when the Service Provider is not charging fees to parents who are not subsidized by the County under this Agreement.

Signed and Dated:

Date: _____
THE COUNTY OF WELLINGTON

Date: _____
CLERK

Date: _____
THE SERVICE PROVIDER

Date: _____
THE SERVICE PROVIDER

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 073-19

**A BY-LAW APPOINTING AND CONFIRMING THE APPOINTMENT
OF AUDITORS OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

THE Council of The Corporation of the Township of Wellington North hereby
ENACTS AS FOLLOWS:

1. **THAT** RLB LLP, Fergus be appointed auditors of the Corporation of the Township of Wellington North.
2. **THAT** the term of this appointment be for the audit years 2019 and 2020
3. **THAT** this by-law will take effect on the final passing thereof.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2019***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

Our Cultural Moment for August celebrates J.J. Morrison

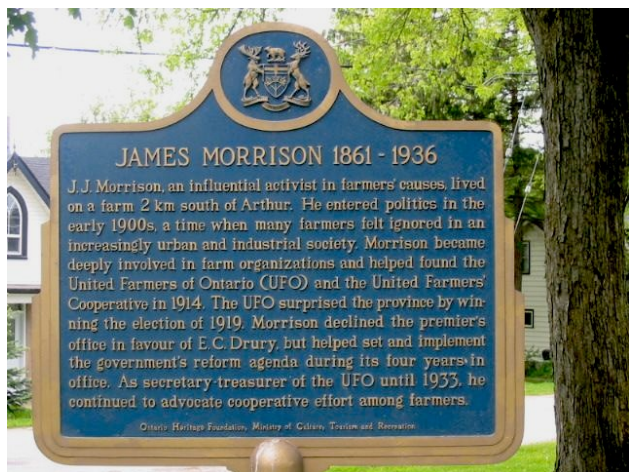
Who would have imagined that a young man, born on a farm just outside Arthur, would make such a difference in the political and farm scene in Ontario? J.J. Morrison did just that and ultimately became known as the “father of the Ontario Farm Movement” and hailed as a thinker ahead of his time.

At age 25 he left the farm for Toronto and after struggling to make a living he, his wife Margaret Blyth and their 4 children moved back to the farm where they had 5 more children. He became involved in local township council, school boards and with the Arthur Temperance Lodge where he began to organize farmers. In 1910, he was elected secretary for the Dominion Grange and was instrumental in creating the Canada Council of Agriculture, which worked interprovincially, and within six months of meeting W.C. Good, E.C. Drury and J.Z. Fraser they fathered the United Farmers of Ontario. (UFO)

Elected Secretary of the UFO and the United Farmers Co-Operative, the farmhouse became his office but eventually he would move back to a small office in Toronto. His first task was to find a better price for binder twine and soon he had ordered 100 tons of twine from a company in Ireland. The UFO then setup 40 branches to dispense supplies from the head office and this was the beginning of the Co-op's as we know today.

In 1919 the UFO entered provincial politics hoping to gain enough seats to form the opposition however to their surprise they won the election. They tried to persuade J.J. to take the job as Premier however he declined, and E.C. Drury filled the position. Disagreements between the farmers and the unions caused them to lose the election in 1923 however during their time in office they created the Department of Welfare and the Province of Ontario Savings Bank.

Although Mr. Morrison lived in Toronto during the 1920's and 1930's he stayed interested in activities in Arthur and raised considerable funds for the Arthur cenotaph monument. In 1962 a Plaque was erected by the provincial government at the south end of Arthur and the same year he was elected into the Canadian Agricultural Hall of Fame. In 2018, after being nominated by Senator Rob Black, Mr. Morrison was also inducted into the Ontario Agricultural Hall of Fame.



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 074-19

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
AUGUST 12, 2019**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on August 12, 2019 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2019.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**