



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Regular Meeting of Council

Monday, February 10, 2014

6:00 p.m.

Municipal Office Council Chambers, Kenilworth

A G E N D A

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AGENDA ITEM	PAGE NO.
<u>CALLING THE MEETING TO ORDER</u>	
- Mayor Tout	
<u>O' CANADA</u>	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
<u>PRESENTATIONS</u>	
1. Denis Hollands, Triton Engineering Services Limited Paul Ziegler, Triton Engineering Services Limited Gord Ough, County Engineer, County of Wellington Mark Eby, County Engineer, County of Wellington - Presentation regarding Frederick Street Project	
<u>RECESS TO PUBLIC MEETING</u> (7:00 p.m.)	
<u>RECONVENE REGULAR COUNCIL MEETING</u> (following Public Meeting)	

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<u>MINUTES</u>	
1. Regular Meeting of Council, January 29, 2014	01
<u>DELEGATIONS, DEPUTATIONS, PETITIONS,</u>	
1. Jeff Coburn, Coburn Insurance Brokers Ltd. Terry Patterson and Meghan Callaghan, Jardine Lloyd Thompson Canada Inc. Re: Presentation of 2014 Insurance Program Proposal	16
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<u>BY-LAWS</u>	
1. 8-14 Being a By-law to authorize a Gravel Supply Agreement (Ferguson)	50
2. 9-14 Being a By-law to provide for actual cost and amend By-law No. 72-12 a by-law to provide for a drainage works in the Township of Wellington North in the County of Wellington, known as the Leroy Martin Drain	56
3. 10-14 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Lot 7, Concession 11 to 12, Geographic Township of Arthur – 9370 Concession 11 (D. and P. Smith))	59
<u>OTHER/NEW BUSINESS</u>	
<u>ITEMS FOR COUNCIL'S INFORMATION</u> (copies available for review in Clerk's Office and at Council Meeting)	
Cheque Distribution Report dated February 6, 2014	63
Ministry Responsible for Seniors	
- Ontario Senior of the Year Award	
Local Authority Services (LAS)	
- Newsletter, newsFLASh, Issue 14, February 2014	
LAS and AMO	
- 2014 Town Hall Sessions – Learn how LAS can help your municipality Save Money, Make Money & Build Capacity	
<u>NOTICE OF MOTION</u>	
<u>CULTURAL MOMENT</u>	
<u>ANNOUNCEMENTS</u>	

AGENDA ITEM	PAGE NO.
<p><u>CLOSED MEETING SESSION</u></p> <ol style="list-style-type: none">1. Personal matters about an identifiable individual, including municipal or local board employees (Section 239 (2)(b))2. Labour relations or employee negotiations (239 (2)(d))3. Confirmation of Closed Session Minutes	
<p><u>CONFIRMING BY-LAW NUMBER 11-14 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p>	76
<p><u>ADJOURNMENT</u></p> <p>Michael Givens, Chief Administrative Officer/Clerk</p>	

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Wednesday, January 29, 2014

7:00 p.m.

Members Present:

Mayor: Raymond Tout
Councillors: Andy Lennox
Sherry Burke
Mark Goetz
Dan Yake

Also Present: Chief Administrative Officer/Clerk: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad
Director of Public Works: Deb Zehr

The meeting was held in the Municipal Office Council Chambers, Kenilworth.

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. O' CANADA

C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Agenda for the rescheduled January 27, 2014 Regular Meeting of Council be accepted and passed with the following deletions:

DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

1. *Phil Beard, General Manager/Secretary-Treasurer
Terry Fisk, Township of Wellington North Representative
Maitland Valley Conservation Authority
Re: Appointment to MVCA Board of Directors and Maitland Source
Protection Authority Board for 2014*

THE CORPORATION OF THE
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C. PASSING AND ACCEPTANCE OF AGENDA (continued)

2. *Wayne Brohman, General Manager – Secretary Treasurer
Terry Fisk, Township of Wellington North Representative
Saugeen Valley Conservation Authority
Re: Appointment to SCVA Board of Directors*

And the following addition:

STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS

7. *Report from Deb Zehr, Director of Public Works
- XCG Update on EA Arthur WWTP*

Resolution Number: 1

Carried

D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE
THEREOF

None declared.

E. PRESENTATION

1. B.M. Ross and Associates Limited
- Presentation of Road Management Study and Bridge Inspection Report

Ken Logtenberg and Bruce Grant appeared before Council to present the Road Management Study and the Bridge Inspection Report

This presentation included the scope of the project, an explanation of the methodology used, and the assessment of the roads, bridges and fleet assets.

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E. PRESENTATION (continued)

1. B.M. Ross and Associates Limited
 - Presentation of Road Management Study and Bridge Inspection Report (continued)

The scope of the assessment for roads and bridges included the preparation of an inventory of the assets, review of each bridge and road section, assembling and analysing of data, assessing fleet data. Bridge inspections were conducted in accordance with the Ontario Structure Inspection Manual; which includes recording measurements of bridge components, bridge condition index scores, probable costs to address repairs, photos and concerns noted and a timeline for repairs based on opinion of Engineer. Road assessment was completed as per MTO Methods and Inventory Manual for Smaller Lower Tier Municipalities. This included surface condition ratings, drainage ratings and general observations with condition ratings of 10 - 1 based on a visual assessment; and deterioration rates to predict the year of need with rehabilitation/repair when condition rating reaches 5. B.M. Ross has developed a simplified / theoretical approach to help prioritize the needs.

Mr. Logtenberg reviewed the Bridge Inspection Report. Bridge assessments were completed for 43 structures greater than 6M and 56 structures under 6m. There are 15 bridges in poor condition; one of which is on a closed road. Load limits were previously placed on Structure 11 on Concession 11 and Structure 33 on the E/W Luther Townline. New load limits were recommended for Structure 2051 on Concession 8, Structures 2058 and 2028 on Sideroad 13 and Structure 2025 on Concession 6 North. Most of bridge number 496 on Main Street South is still structurally sound; however, the sidewalk railings are not so sound and replacement with barrier walls is recommended. There are some bridges that are single lane bridges that require signage to indicate this. Biennial safety reviews of bridges is a legislated and updating OSIM every 4 to 6 years is recommended.

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E. PRESENTATION (continued)

1. B.M. Ross and Associates Limited
 - Presentation of Road Management Study and Bridge Inspection Report (continued)

Mr. Grant reviewed the Road Needs Assessment. These were non-intrusive, visual inspections and did not include underground infrastructure. The inventory of roads was reviewed in regards to road surface and road cross section. Mr. Grant explained the cross section of roads and the difference in construction of urban, semi-urban and rural roads. He reviewed the assumed life expectancy of various types of roads with various traffic ranges, the theoretical vs. proposed needs and the suggested annual budget. Road maintenance strategies include long term cost effective solutions of resurfacing on sound roads with good drainage, limiting the number of paved roads, economies of scale, integrate with other work and recording construction history, as there is currently limited information available. Suggested annual budget was 2014 - \$1.151M; 2015 - \$1.077 M; 2016 - \$1.033 M; 2017 - \$1.184 M; and 2018 - \$1.498 M. This is 10 to 18% more that what has been spent.

Fleet assets include 46 pieces of large equipment with a replacement cost of \$5.6 million. The goal is to replace units before major components fail. It was recommended that a fleet reserve fund be set up to keep tax burden consistent and to assure sustainability of a dependable fleet B.M. Ross calculated an annual capital fund requirement of \$365,000 per year. They recommend budgeting \$400,000 for the next 8 years.

THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

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F. MINUTES

1. Public Meeting, January 13, 2014
2. Regular Meeting of Council, January 13, 2014

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on January 13, 2014 be adopted as circulated.

Resolution Number: 2

Carried

G. BUSINESS ARISING FROM MINUTES

None.

H. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

The delegations were unable to appear before Council; however, the following resolutions were passed. The delegations will attend a future Council meeting.

1. Re Appointment to MVCA Board of Directors and Maitland Source Protection Authority Board for 2014

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North appoint Dr. Terry Fisk as the Township's representative to the Maitland Valley Conservation Authority Board and the Maitland Source Protection Authority Board for a one year term, January 1, 2014 to December 31, 2014.

Resolution Number: 3

Carried

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H. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS
(continued)

2. Saugeen Valley Conservation Authority
Re: Appointment to SCVA Board of Directors

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North appoint Dr. Terry Fisk as the Township's representative to the Saugeen Valley Conservation Authority Board for a one year term, January 1, 2014 to December 31, 2014.

Resolution Number: 4

Carried

I. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Wellington North Fire Service
- Arthur Station
 - 2013 Annual Fire Report
 - 2013 Annual Fire Prevention Officer's Report
 - Mount Forest Station
 - 2013 Annual Fire Report
 - 2013 Annual Fire Prevention Officer's Report
 - 2013 Public Education Events Report

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service 2013 Annual Fire Reports, the 2013 Annual Fire Prevention Officer's Reports and the 2013 Public Education Events Report for the Arthur and Mount Forest Stations.

Resolution Number: 5

Carried

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I. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)

2. Public Works Committee
- November 26, 2013. DWQMS – Management Review Meeting Minutes

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the DWQMS Management Review Meeting Minutes for meeting held on November 26, 2013.

Resolution Number: 6 Carried

3. Report from Darren Jones, Chief Building Official
- Building Permit Monthly Review, Period Ending November 30, 2013
 - Building Permit Monthly Review, Period Ending December 31, 2013
 - Building Permit Yearly Review, Period Ending December 31, 2013

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Building Permit Monthly Review, Period Ending November 30, 2013, Building Permit Monthly Review, Period Ending December 31, 2013 and the Building Permit Yearly Review, Period Ending December 31, 2013.

Resolution Number: 7 Carried

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I. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)

4. Recreation & Culture Committee
- Minutes, January 14, 2014

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive and adopt the minutes of the Recreation & Culture Committee meeting held on January 14, 2014.

Resolution Number: 8

Carried

5. Economic Development Committee
- Minutes, January 15, 2014

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive and adopt the minutes of the Economic Development Committee meeting held on January 15, 2014.

Resolution Number: 9

Carried

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I. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)

6. Report from Deb Zehr, Director of Public Works
- Sewage Allocation for 401 Birmingham Street East

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North allocate 6 sewage units to the property described as the residential development of 2016165 Ontario Ltd., (Curve Rock) located at 401 Birmingham Street East, Mount Forest in the Township of Wellington North in the County of Wellington. These allotments are for the proposed development of the 3 semi detached homes and will be available for a period of six (6) months, after which period of time the units will be withdrawn unless the owner is proceeding with this development.

Resolution Number: 10

Carried

7. Report from Deb Zehr, Director of Public Works
- XCG Update on EA Arthur WWTP
- Additional report regarding XCG Update on EA Arthur WWTP

- Council deferred this report until such time a Stephen Nutt, M.Eng, P.Eng, Senior Consultant, XCG Consultants Ltd. is available to provide further information

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I. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)

8. Report from Deb Zehr, Director of Public Works
- B.M. Ross – Bridge Inspection Report

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the attached report from B.M. Ross on the Bridge Inspection for 2013:

AND FURTHER THAT Council accept and direct staff to install load limit signage as recommended in the B.M. Ross study. That 12 tonne load limits be assigned to the following structures:

- *Structure 2051 on Concession 8 with a load limit of 12 tonnes*
- *Structure 2058 on Sideroad 13 with a load limit of 12 tonnes*
- *Structure 2028 on Sideroad 13 with a load limit of 12 tonnes*
- *Structure 2025 on Concession 6 South with a load limit of 12 tonnes*

AND FURTHER THAT Council accept and authorize that B.M. Ross proceed with a load limit evaluation on Structure 21 on Sideroad 8.

Resolution Number: 11

Carried

9. Report from Deb Zehr, Director of Public Works
- B.M. Ross – Road Management Report
- Council deferred this report pending a request to B.M. Ross to include more details regarding connecting links and required funding.

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J. CORRESPONDENCE FOR COUNCIL'S INFORMATION

1. Municipality of East Ferris
Re: Correspondence to Premier Kathleen Wynne regarding funding for transit in the GTA

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North support the concerns of the Municipality of East Ferris to Premier Kathleen Wynne regarding funding for transit in the GTA.

Resolution Number: 12

Carried

2. Randy Pettapiece, MPP, Perth-Wellington
Re: Resolution of Joint and Several Liability

Moved by: Councillor Lennox
Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North supports the resolution of Randy Pettapiece, MPP, Perth-Wellington, requesting the government to protect taxpayers from higher property taxes by implementing a comprehensive, long-term solution to reform joint and several liability insurance for municipalities by no later than June 2014, addressing the alarming rise in insurance premiums due to rising litigation and claim costs.

Resolution Number: 13

Carried

3. Jens Dam, 8751 Concession 9, Wellington North
Re: Development Charges Refunds and Discounts
- Received as information

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J. CORRESPONDENCE FOR COUNCIL'S INFORMATION (continued)

4. Correspondence received regarding the new OPP Billing Model:
- Municipality of East Ferris
 - Township of North Kawartha
 - Town of Bancroft
 - Tillsonburg Police Services Board – letter of support
 - Received as information

K. BY-LAWS

1. 5-14 Being a By-law to temporarily close a portion of Francis Street East between George Street and Charles Street, in the former Village of Arthur for the purpose of holding a Rubber Duck Race.

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 5-14 being a by-law to temporarily close a portion of Francis Street East between George Street and Charles Street, in the former Village of Arthur, for the purpose of holding a Rubber Duck Race be read a First, Second and Third time and finally passed.

Resolution Number: 14

Carried

2. 6-14 Being a By-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2014

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 6-14 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2014 be read a First, Second and Third time and finally passed.

Resolution Number: 15

Carried

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L. OTHER/NEW BUSINESS

1. County of Wellington, Planning and Land Division Committee
Re: Comments for Consent Applications:

File No. B159/13, Lucas & Willeke Mulder

Council supported the application with the following conditions:

- That the Owner satisfy all requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.
- That the Owner satisfy the requirements of the local municipality in reference to parkland dedication as provided for in the Planning Act, RSO 1990 and that the Local Municipality file with the Secretary-Treasurer of the Planning & Land Division Committee a letter of clearance of this condition.
- That the Owner receive approval from applicable road authority.

M. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated January 23, 2014

Municipal Employer Pension Centre Ontario

- 2012 Annual Report

Association of Municipalities of Ontario

- The Fork in the Road –Highlights of AMO's 2014 Pre-Budget Submission

Grand Valley Wind Farms Inc.

- Notice of Posting to the Environmental Registry

N. NOTICE OF MOTION

None.

/14

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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O. ANNOUNCEMENTS

Councillor Yake thanked the Works Department for their hard work and long hours during the recent stormy weather.

Councillor Lennox commented on a job well done by the Wellington North Works Department. Councillor Lennox inquired if there was a way that people in Arthur could be reimbursed for meals they provided to people stranded in Arthur during the recent storm. Mike Givens, CAO, advised that there is some money in the budget and funding would be as Council wished. Mayor Tout suggested that he would like to meet with the people who had provided a place to stay and purchased food to offer thanks and reimbursement.

Mayor Tout announced that the kick off for the Big Brothers Big Sisters Bowl will be held on Sunday, February 9.

P. CLOSED MEETING SESSION

1. "Personal matter about an identifiable individual, including municipal or local board employee. (Section 239 (2) (b))

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT Council go into a meeting at 9:32 p.m. that is closed to the public under subsections 239 (2) (b) of the Municipal Act, 2001

- to consider a personal matter about an identifiable individual, including municipal or local board employees.

Resolution Number: 16

Carried

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT Council rise from a closed meeting session at 10:50 p.m.

Resolution Number: 17

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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Q. CONFIRMING BY-LAW

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 7-14 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 January 29, 2014 be read a First, Second and Third time and finally passed.

Resolution Number: 18

Carried

R. ADJOURNMENT

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Regular Council meeting of January 29, 2014 be adjourned at 10:53 p.m.

Resolution Number: 19

Carried

CLERK

MAYOR

Jardine Lloyd Thompson Canada Inc.



Public Sector Division
Box 3, Suite 800, 55 University Avenue, Toronto, ON M5J 2H7
Phone: 416 941 9551 Toll Free: 800 268 9189 Fax: 416 941 9323

MUNICIPAL INSURANCE PROGRAM

PROPOSAL

***Corporation of the Township of Wellington North
& Fire Department***

Date of Issue: January 27, 2014

Prepared by: Ainsley Sneath
Direct phone line: 416-644-4818
E-mail address: asneath@JLTcanada.com



IMPORTANT – PLEASE NOTE THE FOLLOWING

This proposal should be read in conjunction with the JLT Canada “Business Protocols” booklet.

DUTY OF DISCLOSURE

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favorable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

PAYMENT TERMS

Premiums are due and payable on receipt of a JLT invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

PERIOD OF VALIDITY OF QUOTE

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

BREACH OF WARRANTY OR SUBJECTIVITY

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

UNDERINSURANCE

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

UNDERWRITING / BINDING AUTHORITY

Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

MATERIAL CHANGES FROM EXPIRING POLICY

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

RISK AND CLAIMS INFORMATION

This proposal has been based on the risk and claims information provided and/or verified by you to JLT. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

Jardine Lloyd Thompson Canada Inc.



**TAXES PAYABLE BY
INSUREDS:**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by JLT in addition to the premiums quoted:

Provincial Sales Tax



SUMMARY OF COVERAGE, LIMITS AND DEDUCTIBLES

Name of Insured: **Corporation of the Township of Wellington North & Fire Department**
 Policy Period: **January 1, 2014 to January 1, 2015**
 12:01 a.m. local time at the mailing address of the Named Insured

CANADIAN COUNCILS LIABILITY		
LIMIT OF LIABILITY	General Liability:	\$ 5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
EXTENSIONS OF COVERAGE	Extension	Limit
	Employers' Liability	\$ 5,000,000 any one Claim
	Tenant Legal Liability	\$ 5,000,000 any one Occurrence
	Employee Benefit Liability	\$ 5,000,000 any one Claim
	Incidental Medical Malpractice Retro Date: November 15, 1993	\$ 5,000,000 any one Claim
	Voluntary Medical Payments	\$ 50,000 any one Claim and in the Annual Aggregate during the Policy Period
	Forest Fire Fighting Expense	\$ 1,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Voluntary Payment for Property Damage	\$ 50,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Incidental Garage Operations	\$ 250,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Municipal Marina Legal Liability	\$ 100,000 any one Pleasure Craft \$ 1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	Wrongful Dismissal (Legal Expense)	\$ 250,000 any one Claim and in the Annual Aggregate during the Policy Period
	Conflict of Interest and Legal Expense Reimbursement	\$ 100,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Non-Owned Automobile (including Contractual Liability for Hired Autos)	\$ 5,000,000 any one Occurrence
Legal Liability for Damage to Hired Autos	\$ 250,000 any one Occurrence	



ENDORSEMENTS	Endorsement	Limit
	Municipal Errors and Omissions Liability Retroactive Date: Unlimited	\$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period
	Environmental Impairment Liability Retroactive Date: Unlimited	\$ 2,500,000 any one Claim and \$ 5,000,000 in the Annual Aggregate during the Policy Period
	Abuse / Molestation Liability Retroactive Date: January 1, 2012	\$ 250,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Voluntary Compensation	As per Endorsement No. 4 – Schedule of Benefits
DEDUCTIBLE(S)	Applicable Coverage	Deductible
	Public Entity General Liability	\$ 25,000 per Occurrence except per Claimant in respect of Sewer Backup
	Extensions of Coverage	\$ 25,000 per Occurrence / per Claimant for all Extensions of Coverage except: \$NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; \$ 1,000 with respect to Legal Liability for Damage to Hired Autos \$ 5,000 with respect to Wrongful Dismissal (Legal Expense)
	Municipal Errors and Omissions Liability	\$ 10,000 per Claim
	Environmental Impairment Liability	\$ 10,000 per Claim
	Abuse / Molestation Liability	\$ 10,000 per Claim
POLICY FORM	PK1302509000 (2013) UMR B0753PK1302509000	
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
SUBJECT TO	<ol style="list-style-type: none"> Abuse & Molestation – background checks in place for employees implemented into hiring process Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4) 	



CANADIAN COUNCILS UMBRELLA LIABILITY		
LIMITS OF LIABILITY	\$ 20,000,000	any one Occurrence
	\$ 20,000,000	in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	in the Annual Aggregate in respect of Employee Benefits Liability
EXCESS OF UNDERLYING COVERAGE(S) AND LIMIT(S)	Underlying Coverage	
	Underlying Limit	
	General Liability	\$ 5,000,000 any one Occurrence
	Incidental Medical Malpractice	\$ 5,000,000 any one Claim
	Non-Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim
	Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Employee Benefits Liability	\$ 5,000,000 any one Claim
Excess Automobile SPF 7	\$ 3,000,000	any one Occurrence for Road Hazard
	\$ 3,000,000	any one Occurrence for Passenger Hazard
RETAINED LIMIT	\$ Nil	
ENDORSEMENTS	Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured	
POLICY FORM	PK1302510000 (2013) UMR B0753PK1302510000	
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
SUBJECT TO	Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)	



COMBINED PHYSICAL DAMAGE & MACHINERY BREAKDOWN		
COVERAGE	Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)	
LIMITS	\$ 77,448,881 Limit of Loss on Blanket Property of Every Description including Machinery Breakdown	
	\$ 25,000 Computer / Electronic Data Processing (Included in Blanket Limit)	
	\$ 100,000 Business Interruption – Profits (Included in Blanket Limit)	
	\$ 2,121,417 Contents (Included in Blanket Limit)	
	\$ 100,000 Miscellaneous Tools/Equipment and Supplies (Included in Blanket Limit)	
	\$ 2,333,128 Unlicensed Equipment (Included in Blanket Limit)	
EXTENSIONS OF COVERAGE	The Limits shown below are included in the Blanket Limit shown above:	
	Extension	Limit
	Valuable Papers	\$ 500,000
	Extra Expense	\$ 500,000
	Accounts Receivable	\$ 500,000
	Gross Rentals	\$ 500,000
	Computer Media	\$ 500,000
	Fine Arts (Agreed Value)	\$ 25,000
	Ammonia Contamination	\$ 500,000
	Water Escape	\$ 500,000
	The Limits shown below are in addition to the Blanket Limit shown above:	
	Extension	Limit
	Newly Acquired Property	\$ 1,000,000
	Buildings in the Course of Construction	\$ 1,000,000
	Property in Transit	\$ 500,000
	Unnamed Locations	\$ 1,000,000
	Expediting Expense	\$ 500,000
	Contingent Business Interruption	\$ 1,000,000
	Fire Extinguishing Materials and Fire Fighting Expense	\$ 100,000
	Professional Fees	\$ 500,000
Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage	\$ 100,000	



<p>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</p>	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada – 70%</p> <p>The Sovereign General Insurance Company – 12.2%</p> <p>Certain Lloyd's Underwriters - 17.8% <i>(Participation of Lloyd's Underwriter is based on Blanket Limit and Limits in Addition to the Blanket Limit)</i></p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada – 100%</p>
<p>SUBJECT TO</p>	<ol style="list-style-type: none"> 1. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher. 2. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer. 3. All locations may be subject to Engineering Inspection. 4. Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)
<p>CHANGES FROM EXPIRING POLICY</p>	<p>UMR No.: B0753PG1300907000</p> <p>Earthquake percent of total loss deductible increased from 3% to 5%.</p>



COMPREHENSIVE CRIME	
LIMITS	\$ 1,000,000 Employee Dishonesty – Form A \$ 200,000 Broad Form Loss of Money (Inside Premises) \$ 200,000 Broad Form Loss of Money (Outside Premises) \$ 200,000 Money Orders & Counterfeit Paper Currency \$ 1,000,000 Depositors Forgery \$ 200,000 Professional Fees / Audit Expenses \$ 200,000 Computer Fraud or Funds Transfer Fraud
DEDUCTIBLE	\$Nil per Loss
POLICY FORM	Master Crime Wording (Apr. 2012)
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	Aviva Insurance Company of Canada – 100%
SUBJECT TO	Important: 1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds. 2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s). 3. Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)



AUTOMOBILE INSURANCE (ONTARIO)	
COVERAGE APPLICABLE	Liability – Bodily Injury / Property Damage Limit: \$5,000,000
	Accident Benefits – Basic Benefits Limit as stated in Policy
	Uninsured Automobile Limit as stated in Policy
	Direct Compensation – Property Damage Limit as stated in Policy Deductible: \$ Nil
	Loss or Damage – All Perils Deductible: \$2,500
	Liability Only on the 1939 International Antique (VIN No. 367763) Deductible: \$ Nil
ENDORSEMENTS	<p>Notice of Cancellation Ninety (90) Days Replacement Cost Endorsement on all vehicles 20 Years and newer unless otherwise agreed Fire Trucks - over 20 years, up to and including 25 years old – Guaranteed Amount (purchase price to be used unless professional appraisal provided) - over 25 years old – Actual Cash Value</p> <p>OPCF 20 Loss Of Use – Applicable to Twelve (12) Light Units OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment OPCF 31 Non-Owned Equipment OPCF 24 Freezing of Fire-Fighting Apparatus OPCF 44 Family Protection Endorsement:</p> <p>(Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles)</p> <p><u>Additional Endorsements:</u> OPCF 3 Drive Government Automobiles OPCF 4A Permission to Carry Explosives OPCF 4B Permission to Carry Radioactive Material OPCF 5 Permission to Rent or Lease OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers</p>
POLICY FORM	Provincial Statutory Owner's Policy
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	Aviva Insurance Company of Canada – 100%
SUBJECT TO	Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)
CHANGES FROM EXPIRING POLICY	Removal of Inappropriate Licensed Driver Coverage



COUNCILLORS' ACCIDENT COVERAGE	
LIMITS OF COVERAGE	\$ 200,000 Principal Sum
INCLUDED COVERAGE	Number of Councillors: Five (5) 24 Hour Coverage
POLICY FORM	Insurer's Standard Form
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	AIG Insurance Company of Canada – 100%
SUBJECT TO	\$2,500,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)
CHANGES FROM EXPIRING POLICY	Effective July 1, 2013 the Insurer's name has changed from Chartis Insurance Company of Canada to AIG Insurance Company of Canada



MUNICIPAL VOLUNTEERS ACCIDENT COVERAGE	
LIMITS OF COVERAGE	\$ 50,000 Principal Sum – Volunteers of the Policyholder While on Duty Only under the age of 80
POLICY FORM	Insurers Standard Form
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	AIG Insurance Company of Canada – 100%
SUBJECT TO	\$1,000,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)
CHANGES FROM EXPIRING POLICY	Effective July 1, 2013 the Insurer's name has changed from Chartis Insurance Company of Canada to AIG Insurance Company of Canada



RISK MANAGEMENT	
ELECTED OFFICIAL, DIRECTORS AND DEPARTMENTAL SEMINARS	Included
AUTOMOBILE FLEET SERVICES	Risk and Driver Assessment included

PREMIUM SUMMARY	
TOTAL ANNUAL PREMIUM (OPTIONS NOT INCLUDED)	\$197,127 plus any applicable provincial sales tax



MUNICIPAL OPTIONS	
Canadian Council Primary Liability	To Increase EIL limit from \$2,500,000 per claim to \$5,000,000 – Annual Additional \$1,445
Canadian Council Umbrella Liability	To Increase from \$25,000,000 to \$50,000,000 - Annual Additional \$3,443
Employment Practices Liability	Limit: \$250,000 Each Claim & Aggregate Deductible: \$5,000 Application required in order to quote Insurer: Creechurch International – Beazley Group 100% Amended Other Insurance Clause – QBE Primary Insurer with respect to Wrongful Dismissal Legal Expense Limit \$250,000 Any One Claim & Aggregate During the Policy Period Minimum Retained Premium: 25% of Annual Premium
Automobile Insurance	<p>A. Medical & Rehabilitation increase Limit \$100,000 Annual Additional \$391</p> <p>B. Attendant Care increase Limit \$72,000 Annual Additional \$43</p> <p style="text-align: center;"><u>OR</u></p> <p>C. Medical, Rehab, increase limit to \$1,100,000 and Attendant Care increase limit to \$1,072,000 Annual Additional \$1,522</p> <p>Caregiver Benefit Limit up to \$250 per week plus \$50 each additional dependant Housekeeping and Home Maintenance – Limit up to \$100 per week up to 2 Years - Non-Catastrophic Impairment Annual Additional \$641</p> <p>Income Replacement Limit (choose amount) \$600/\$800/\$1,000 Annual Additional \$2,310/\$4,620/\$6,930</p> <p>Death and Funeral Benefits \$50,000 Lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 for funeral benefits Annual Additional \$495</p> <p>Dependant Care up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum \$150 per week Annual Additional \$825</p> <p>Indexation Benefit – Annual Adjustment according to the Consumer Price Index for Canada Annual Additional \$1,980</p> <p>Added Coverage to Offset Tort Deductible – OPCF 48 Total Annual Additional Premium – \$598</p>



MUNICIPAL OPTIONS	
Out of Province Emergency Medical	Based on Five (5) Members – under the age of 80 – Annual Additional \$300 To increase the Trip Duration from 15 days to 30 days – Annual Additional \$350
Public Entity Recovery Assistance Plan (Critical Illness)	Based on Five (5) Members – age 69 or less \$5,000 limit – Annual Additional \$546 \$10,000 limit – Annual Additional \$854
Volunteer Fire Fighters Accident	Not Included – Already Insured Through JLT Effective June 1, 2014
RISC SYSTEMS	Installation of JLT Canada software solutions Annual Additional \$2,500
DisasterPhone	Enrolment in telecommunication disaster recovery service – Annual Additional \$2,000

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH			
	2013-2014	2014-2015	Premium/Rate Difference
Population- Liability	10469	11477	1,008
<i>Premium:</i>	\$ 69,619	\$ 71,320	\$ 1,701
Automobile - Number of Vehicles	41	43	2
<i>Premium:</i>	\$ 26,494	\$ 25,808	\$ (686)
Blanket Property Limit	\$ 70,121,017	\$ 77,448,881	\$ 7,327,864
<i>Premium:</i>	\$ 81,761	\$ 90,628	\$ 8,867
Crime Premium	\$ 750	750	\$ -
Umbrella Liability Premium	\$ 6,281	\$ 6,886	\$ 605
Councillors Accident	\$ 985	985	\$ -
Volunteer Accident	\$ 750	750	\$ -
TOTAL PREMIUM	186,640	\$ 197,127	\$ 10,487
Overall Percentage Change			6%
As of: Jan 27/14 AS			



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF FEBRUARY 10, 2014**

**FROM: Deb Zehr
Director of Public Works**

SUBJECT: Arthur Collection System - Infiltration and Inflow Issues

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive this report as information from the Director of Public Works regarding the infiltration and inflow in the Arthur Collection System;

FURTHER THAT Council directs staff to move forward with the Infiltration and Inflow Study and camera work as recommended in the Water/Sewer Study of January 2012.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Triton Engineering, Township of Wellington North Class Environmental Assessment (EA) Master Plan Study for Water Supply and Sanitary Sewage System Community of Arthur January 2012.

BACKGROUND

The Township of Wellington North received the final report from Triton Engineering in January 2012 for a Master Plan for the Water Supply and Sanitary Sewage System for the Community of Arthur. This report was completed to assist future plans for the Arthur WWTP, assist with making informed decisions on operations, budgets, future capital planning and development of the Township's Asset Management Plan.

In the report the following information is being presented for your consideration. The report identifies issues such as the capacity issue at the Arthur WWTP, for which a resolution is underway. The second issue that needs to be addressed is the by-pass events at the Frederick Street Pumping Station. OCWA have expressed concerns about the bypass events and the age of the equipment at the Frederick Street Pumping Station. Although the bypasses occurred during heavy rain events and were reported to the Ministry of the Environment, bypass issues indicate a problem.

The Master Plan study indicates this problem, in addition to infiltration and inflow (I/I) issues in the collection system. This puts the Township in a high risk situation, this Spring with the anticipated snow melt; as well as the age of the Pumping Station,

equipment and the fact that a large volume of the collection systems flow comes to this Station.

To address the above issues the Master Plan report has recommended an intensive flow monitoring and inspection program at several locations within the collection system to determine flow and capacity issues. This data would additionally be used to address bypass events and solutions to the Frederick Street Pumping Station and provide invaluable information for infrastructure upgrades, future development and identify/confirm previous I/I conditions. The last I/I report was done 20 years ago and that information is outdated for design purposes.

Staff have inquired with XCG if this work would be part of the EA outcome or recommendations would be made to do this from the EA and Mr. Nutt's response was

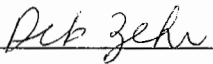

" The scope of work for the Class EA only addresses the WWTP, per the terms of reference that were issued by the Township to initiate the study. We have not done any analysis of issues in the sewage collection system as that was done as part of the Water/Sewer Master Plan. This EA will not make any specific recommendations regarding I/I, other than indicating that the Township should implement the recommendations of the Master Plan (I/I study). I would strongly recommend that the Township initiate those studies as soon as possible as MOE will be looking for information on what the Township plans to do in that regard. The I/I study should include intensive flow monitoring, preferably to include the period of high flows in the spring during the thaw. This year will result in significant flows due to the snow accumulation and deep frost."

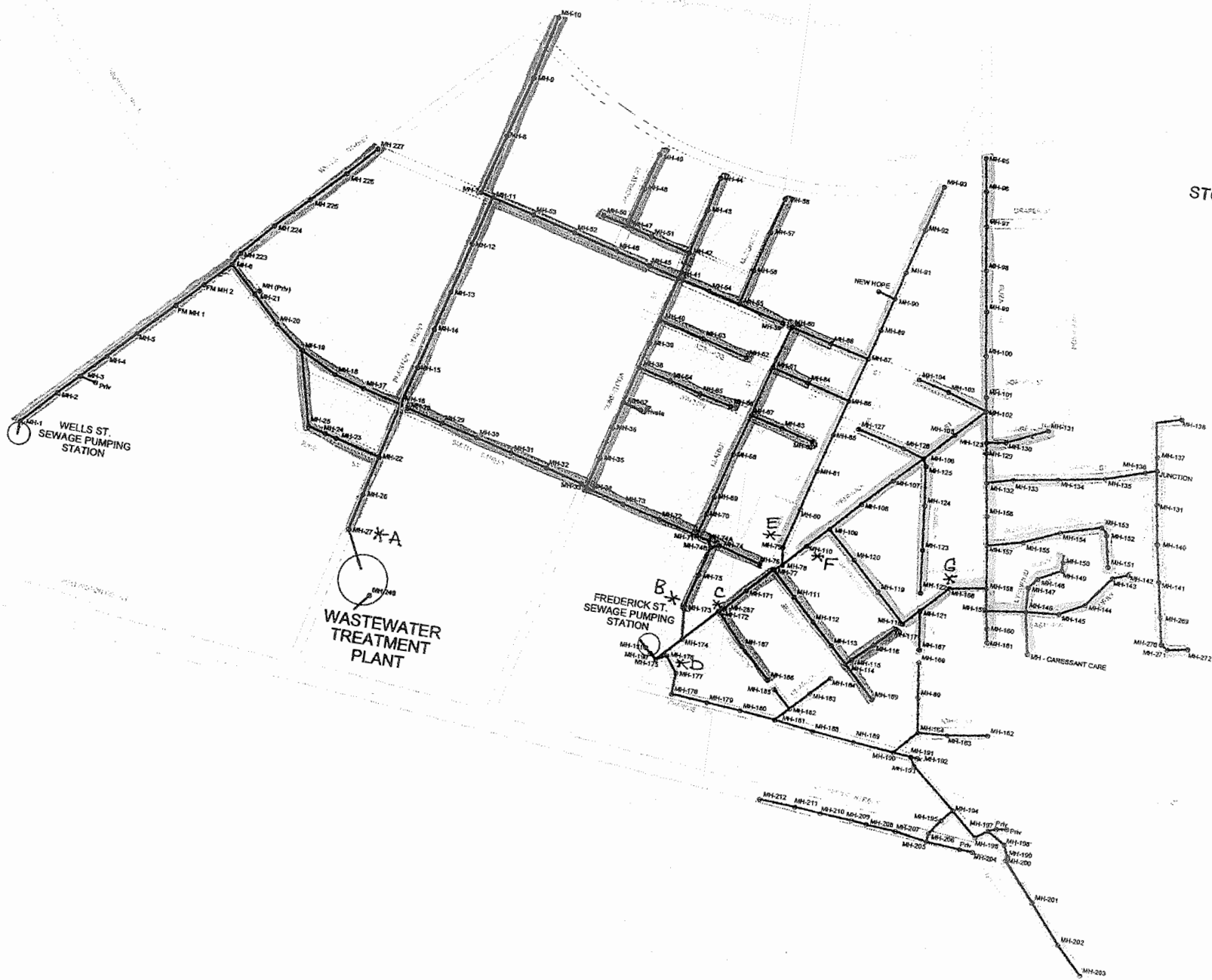
Staff would like direction from Council about proceeding with the flow monitoring program for the six month period as conditions are ideal with the snow we have received. See the attached map for the proposed flow monitoring locations. The sites will contain two monitoring devices at each location and the sites will be checked remotely everyday to ensure the devices are reading. The locations have been selected based on the knowledge of the system and past I/I program.

The monitoring would start in mid February and continue for a six month period, at which time the data will be analyzed, a report completed and recommendations made. This project is quoted at a total cost of \$31,600.

- \$18,600 for the flow monitoring plus HST and
- \$13,000 plus HST for the data analysis and report

The costs have been included in the sewer operating budget for 2014. The next step in the data collection process to assist with rectifying the above mentioned issues will be camera work on the collection system based on the findings of the I/I study which is also included in the 2014 operating budget.

PREPARED BY:	RECOMMENDED BY:
	
DEB ZEHR DIRECTOR OF PUBLIC WORKS	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



STORAGE EFFLUENT LAGOONS

SEWER SIZE



MODEL RE

MANHOLE FLOW ARR

SE



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF February 10, 2014**

**FROM: Deb Zehr
Director of Public Works**

SUBJECT: XCG Update Effluent Criteria - Arthur WWTP

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive the updated information from the Director of Public Works regarding the effluent criteria and discharge volumes/periods and the assurance of Total Phosphorous achievability from XCG;

AND FURTHER THAT Council accepts the effluent limits and discharge volumes/periods as presented to and accepted by the MOE;

AND FURTHER THAT Council authorizes XCG to proceed with the development of design alternatives for the Arthur WWTP based on that criteria.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

XCG presentation on Sept. 23, 2013

XCG Assimilative Capacity Report June 2013

Pilot Test for Tphos, lab analysis results from Feb., March, April 2012

Council report dated January 13, 2014 by Deb Zehr, Director of Public Works

Council report dated January 27, 2014 by Deb Zehr, Director of Public Works

BACKGROUND

The Township of Wellington North contracted XCG to complete an Environmental Assessment to rerate the WWTP in Arthur. Part of the process involved an Assimilative Capacity Study which was completed by XCG in June 2013. From this study XCG and Ministry of the Environment (MOE) have been negotiating on proposed effluent criteria. The final agreement has been reached with the MOE on those effluent criteria. The next step is Council's review and approval on the effluent criteria and the discharge period which then allows XCG to proceed to the design options phase.

At the January 27, 2014 Council members requested assurances from XCG that the effluent criteria could be met from the Arthur WWTP. Staff followed up with this request to Mr. Nutt of XCG and found that a pilot study had been done at the Arthur WWTP in February, March and April of 2012 which Triton Engineering was overseeing at the time;

although a formal report was not completed, This data is what Mr Nutt has based the assurances of the plant being able to meet the criteria, His response back said, "We have reviewed the TP data that you forwarded that relates to the Pilot Testing of Dual Point Chemical Addition that was done in 2012 at the plant. The attached figure (Figure 1) summarizes the results. Although we do not have any information on the specifics of how the plant was operating (ie. chemical dosages, flows, etc.) and whether the operation was optimized, these data confirm that the plant is able to achieve the proposed effluent TP objectives and compliance limits when operated in the proposed dual chemical addition mode (alum feed to the secondary section of the plant and to the filter feed).

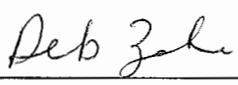

The average effluent TP concentration for the two month period from March 1 to April 30, 2012 was 0.08 mg/L, well below the proposed objective of 0.17 mg/L. This is consistent with the performance of other WWTPs in Ontario with the same filter technology as is in place at the Arthur WWTP. I have no doubt that the Arthur WWTP can achieve the proposed effluent TP objective when properly operated in the dual chemical addition mode.

We are in the process of developing costs to undertake another trial of dual point addition at the Arthur WWTP if you want to present these to Council; however, I personally do not believe that it is necessary. Although we do not have any documentation of the test conditions that were used during this test, the data indicate that the effluent TP objective is achievable at the Arthur WWTP. MOE will not require any documentation to show that these objectives can be attained by a well operated tertiary treatment facility such as the Arthur WWTP as MOE review engineers consider these limits to be achievable with the technology in use at Arthur.

Let me know if you want us to provide the costs for another trial at the Arthur WWTP or if you need anything further at this time."

Stephen G. Nutt, M.Eng., P.Eng.
Senior Consultant
XCG Consultants Ltd.

I have appended the Figure 1 chart Mr. Nutt refers to in his response. It does show that the phosphorous levels do decline to below the objective limits of .17 mg/L with dual point injection sites.

PREPARED BY: Deb Zehr	RECOMMENDED BY:
	
Deb Zehr Director of Public Works	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



EVALUATION OF THE EFFECTIVENESS OF DUAL POINT ALUM ADDITION

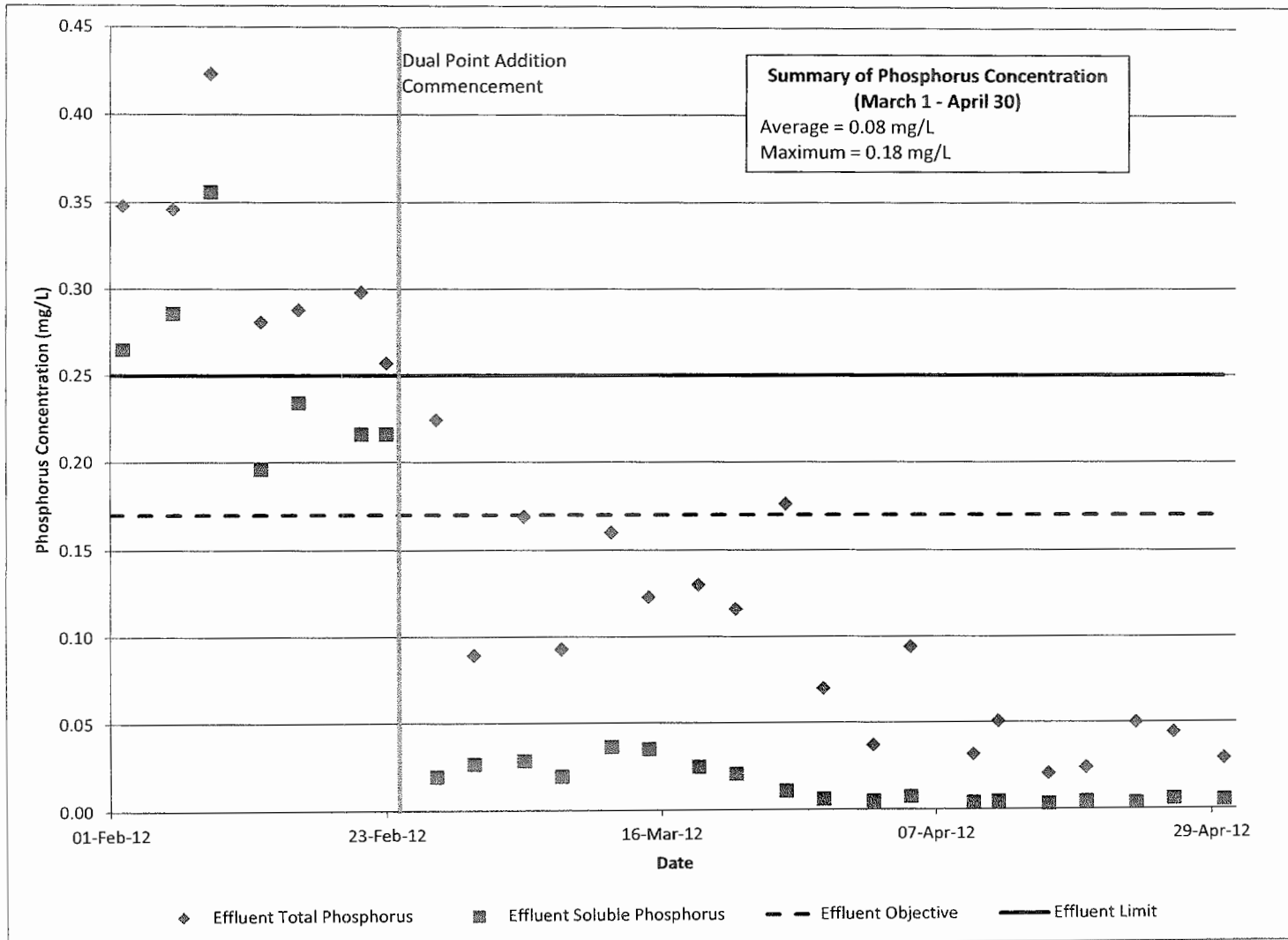


Figure 1 Arthur WWTP Effluent Phosphorus Concentration Over Time



Township of Wellington North

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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF FEBRUARY 10, 2014**

**FROM: Deb Zehr
Director of Public Works**

SUBJECT: Clare Creek Gravel Pit Agreement – Ferguson Pit

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive this report as information from the Director of Public Works.

AND FURTHER THAT Council approves entering into an agreement with Laverne and Marlene Mary Ferguson and David James and Dianne Marie Ferguson for the supply of gravel from the Clare Creek Pit for a period of 10 years,

AND FURTHER THAT Council hereby authorize and direct the Mayor and CAO/Clerk to sign the agreement and cause notice of the agreement to be registered on the title to the lands forthwith after the agreement is signed by all parties.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Gibson Consulting Services Clare Creek Pit proposed Class A Pit License November 1, 2011

BACKGROUND

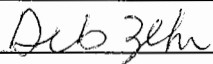
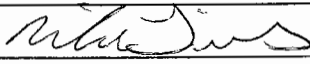
The Township of Wellington North requires a continuous supply of gravel for construction, improvements and maintenance of the Township roads. The Township uses approximately 60,000 tonnes of gravel a year on it's own roads. The price for this product fluctuates with demand and supply. Staff has been in negotiations with Mr Ferguson for some time to work out the terms of the agreement. The Township Solicitor has drafted and finalized the agreement. The Clare Creek pit is licensed under the Aggregates Resources Act and located on the following lands:

Part Lot 5, Concession 6 in the Geographic Township of Arthur in the Township of Wellington North Property Identifier Number 71085-0013 and
Part Lot 5, Concession 5 in the Geographic Township of Arthur, in the Township of Wellington North having property Identifier Number 71085-0036

It is in the local area and it is in the public's interest to secure this supply of gravel for a substantial period of time, due to the quality, location and cost. There are considerable cost efficiencies compared to buying from an external source. Costs externally for "A" gravel range from \$5.75 to \$8.00 metric tonne and "B" gravel would be in the \$3.75 - \$5.00 metric tonne range. These costs would include loading, trucking and increase the further it had to be trucked.

In this agreement the Township will use their own manpower, equipment and be responsible for the extraction of the gravel for road use (stripping, contracting a crusher, loading, stock piling and trucking of gravel out of this pit, insurance, reporting, annual licensing fees) It is anticipated that the pit may additionally provide for winter sand. The Township has committed to taking a minimum of 15,000 metric tonne out a year to a maximum of 50,000 tonnes per year. Other costs will include compliance and extraction reports and fees to the MNR annually which we currently do for the other pits. It is estimated that this pit has 530,000 cubic meters of aggregate. This agreement will extend the life of our pit resources.

These are some of the highlights of the agreement, I have appended a copy of the agreement for further information and review.

PREPARED BY:	RECOMMENDED BY:
	
DEB ZEHR DIRECTOR OF PUBLIC WORKS	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

AGREEMENT

THIS AGREEMENT is made as of 1st day of January, 2014.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH (hereinafter called Wellington North)
OF THE FIRST PART

and

LEVERNE FERGUSON (also known as Everett Leverne Ferguson)
and MARLENE MARY FERGUSON (also known as Mary Marlene
Ferguson) (hereinafter called Leverne and Marlene)
OF THE SECOND PART

and

DAVID JAMES FERGUSON and DIANNE MARIE FERGUSON
(hereinafter called David and Dianne)
OF THE THIRD PART

WHEREAS:

- A. Leverne and Marlene are the owners as joint tenants of the property being Part of Lot 5, Concession 6, in the Geographic Township of Arthur and in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71085-0013 LT (hereinafter called "the Concession 6 property").
- B. David and Dianne are the owners as joint tenants of the property being Part of Lot 5, Concession 5, in the Geographic Township of Arthur and in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71085-0036 LT (hereinafter called "the Concession 5 property").
- C. Leverne and Marlene sold the Concession 5 property to David and Dianne by Deed No. WC205190 registered on the 25th day of March, 2008 but reserved to themselves all mineral aggregate resources on the Concession 5 property and an easement over the Concession 5 property for removal of mineral aggregate resources from both the Concession 5 property and the Concession 6 property.
- D. There is marketable mineral aggregate (hereinafter called "gravel") in an area of the westerly boundary of the Concession 5 property and the easterly boundary of the Concession 6 property containing 8.9 hectares for which a Class A Licence (hereinafter called "the Licence") has been issued under the *Aggregate Resources Act* and the regulations under it (being Licence #625347 effective as of the 6th day of May, 2013) for the operation of a gravel pit subject to conditions and stipulations set out in the Licence and in accordance with the plan prepared by Gibson Consulting Services, 15 Idlewood Drive, Kitchener, Ontario in

support of the application for the Licence described as follows (hereinafter collectively called the "Site Plan"):

- (i) Clair Creek Pit, page 1 of 3, **Existing Features** plan, signed by Robert J. Gibson on May 13/13 and containing the approval endorsement of the Ministry of Natural Resources, Guelph district, under the *Aggregate Resources Act* dated May 13/13, including, without limitation, all Notes and other text thereon;
 - (ii) Clair Creek Pit, page 2 of 3, **Operations Plan**, signed by Robert J. Gibson on May 13/13 (and included in the said approval endorsement) including, without limitation, all Operational Notes and all other text thereon; and
 - (iii) Clair Creek Pit, page 3 of 3, **Rehabilitation Plan**, signed by Robert J. Gibson on May 13/13 (and included in the said approval endorsement) including, without limitation, all Progressive and Final Rehabilitation Notes and other text thereon.
- E. Wellington North wishes to purchase extractable gravel contained in the 8.9 hectare area covered by the Licence (hereinafter called "the gravel pit") from Laverne and Marlene and Laverne and Marlene wish to sell the same on the terms and conditions contained in this agreement.
- F. David and Dianne are joining in this agreement as owners of the Concession 5 property, with the exception of the gravel thereon, and have an interest in the means of access over the Concession 5 property for the mining and removal of gravel from the gravel pit by Wellington North.

NOW THEREFORE in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. **Purchase and Sale.** Commencing as of the 1st day of January, 2014 Wellington North shall purchase from Laverne and Marlene and Laverne and Marlene shall sell to Wellington North gravel from the "Limit of Extraction" area of the gravel pit as shown on page 2 of the Site Plan for a period of ten calendar years on the terms and conditions herein.
2. **Exclusive Right.** Except as otherwise provided herein Wellington North shall have an exclusive right to purchase the gravel during the term of this agreement and Laverne and Marlene shall not sell gravel to any other party or allow any other party to remove gravel from the gravel pit during the term of this agreement.
3. **Cost and Payment.** Wellington North shall pay Laverne and Marlene for gravel purchased under this Agreement at the following rates:

2014 -- \$2.00 per tonne	2019 -- \$2.50 per tonne
2015 -- \$2.10 per tonne	2020 -- \$2.60 per tonne
2016 -- \$2.20 per tonne	2021 -- \$2.70 per tonne
2017 -- \$2.30 per tonne	2022 -- \$2.80 per tonne
2018 -- \$2.40 per tonne	2023 -- \$2.90 per tonne

Payment at the said rates shall be made quarterly on the last days of March, June, September and December in each year of the said ten year term, which payments shall be based on the records required, made and filed by Wellington North on behalf of the licensee in accordance with the requirements of the Licence and the Site Plan.

4. **Mandatory and Optional Gravel Quantities.** Wellington North shall purchase a minimum of 15,000 tonnes of gravel in each of the calendar years from and including 2014 to and including 2023 and may purchase additional tonnes up to a maximum of 50,000 tonnes in any one or more of those calendar years.
5. **Exception for David and Dianne:** Notwithstanding paragraph 2 Leverne and Marlene may allow David and Dianne to remove pit run gravel from the gravel pit personally with their own equipment from time to time for their personal use only on the Concession 5 property, provided that such removal does not unreasonably interfere with the exercise by Wellington North of its rights under this agreement.
6. **Wellington North Pit Access Rights.** Leverne and Marlene and David and Dianne shall allow Wellington North access to and from the gravel pit over the Concession 5 property from and to the concession road between Concessions 4 and 5 over the existing gravel pit access lane at all times for the exercise of its rights under this agreement, including without limitation all equipment required to extract, crush and remove gravel and comply with the Licence and the Site Plan provisions, terms and conditions.
7. **Access Lane Repair.** Wellington North shall maintain the said access lane in good repair at its expense and may widen it at its expense if it deems it necessary to do so for the reasonable exercise of its rights as described in paragraph 6.
8. **Wellington North Compliance Obligations.**
 - (1) Wellington North shall ensure, on behalf of the licensee, compliance at its expense with the provisions, terms and conditions of the Licence and the Site Plan while exercising its rights under this agreement provided that Leverne and Marlene shall cooperate as reasonably required as the gravel owners and in the case of Leverne the person to whom the Licence was issued. Without limitation Wellington North's compliance obligations under this paragraph shall include the rehabilitation requirements under the Licence and the Site Plan as gravel is purchased during the term of this agreement provided that:

- (i) If all of the gravel which is extractable under the Licence has been removed before or at the end of the said ten year term Wellington North shall carry out at its expense the full Progressive And Final Rehabilitation process provided for on page 3 of the Site Plan; and
 - (ii) If all of the gravel which is extractable under the Licence has not been removed at the end of the said ten year term Wellington North shall carry out at its expense the said progressive and final rehabilitation process required under the Licence and the Site Plan applicable to the area of extraction completed by Wellington North under this agreement.
- (2) Further, and without limitation, such compliance obligations on behalf of the licensee include:
 - (i) The recording of all production, sales and shipments of aggregate on a monthly basis and reporting annually on a calendar year basis to the Ontario Aggregate Resources Corporation (TOARC) by January 31st of the next year and payment of TOARC's required annual fee based on such records by March 15th; and
 - (ii) The completion and submission annually to the Ministry of Natural Resources, Guelph District Office, of the required Compliance Assessment Report by September 30th of the year following each calendar year.
- 9. **MNR Approvals.** The parties shall cooperate to facilitate and implement any further or other approvals or requirements of the Ministry of Natural Resources from time to time under the *Aggregate Resources Act* and the regulations made under it for the proper and timely performance of this agreement.
- 10. **Insurance.** Prior to commencing operations under this agreement on the Concession 6 property and the Concession 5 property Wellington North shall obtain general comprehensive liability insurance coverage with respect to the carrying out of its rights under this agreement on the properties or either of them, and keep such liability insurance to the extent of at least \$2,000,000.00 in force during the operating term of this agreement and provide Leverne and Marlene and David and Dianne with evidence confirming such coverage on an annual basis if requested by them or any of them.
- 11. **Registration of Agreement.** Wellington North shall register Notice of this agreement on the title to the Concession 6 property and on the title to the Concession 5 property through the Land Titles Office for Wellington (No. 61) and Leverne and Marlene and David and Dianne do hereby authorize and direct the solicitor for Wellington North to take all steps necessary to register such notice at the expense of Wellington North without further signatures from them.
- 12. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, or otherwise, the party's right to enter into and enforce this agreement. The law of contract applies to this agreement and the parties are entitled to all remedies arising from it.

- 13. Mediation. In the event that it a dispute relating to this agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing such agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario, Inc. or its successor body.
- 14. Further Assurances. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms of this agreement.
- 15. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands being the Concession 6 property and the Concession 5 property and shall be binding upon Leverne and Marlene and David and Dianne and their heirs, executors, estate trustees and assigns, and the benefit thereof shall enure to Wellington North and its successors and assigns.

This agreement is executed by Wellington North this _____ day of February, 2014.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Per:

Raymond Tout, Mayor

Michael Givens, Chief Administrative Officer/Clerk
We have authority to bind the Corporation

This agreement is executed by Leverne and Marlene this _____ day of February, 2014.

Leverne Ferguson

Witness

Marlene Ferguson

This agreement is executed by David and Dianne this _____ day of February, 2014.

David Ferguson

Witness

Dianne Ferguson



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



7490 Sideroad 7 West, PO Box 125, Kenilworth, Ontario N0G 2E0

ARTHUR FIRE DEPARTMENT REPORT FOR JANUARY 2014

The Arthur Fire Department responded to seventeen calls for assistance during the month of January 2014.

Arthur Village	1. 5 Alarm Activation 2. 1 Natural Gas Leak (Public Hazard) 3. 1 Fire
Peel Twp.	1. 3 MVC
West Luther	1. 2 CO Alarm Activation
Arthur Twp.	1. 1 Medical Assist 2. 1 Public Hazard (transformer) 3. 1 Fire

Automatic Aid to Mount Forest 1 House Fire

Dufferin County: 1 MVC(Grand Valley Call) Dispatched by Guelph

There were four practices held in January. On January 8, Practice # 8, eighteen members attended. On January 15, Practice # 9, nineteen members attended. On January 22, Practice # 10, fourteen members attended and on January 29, Practice # 11, thirteen members attended.

On January 3, five fire fighters and special guest Ivan Fair attended the Wake for Hillsburg Fire Fighter Rick Adamson.

On January 14, Arthur Station hosted the Wellington County Fire Prevention Association meeting.

On January 18, twenty-two members of Arthur Station and two members of the Mount Forest Station recertified their First Aid Course.

Wellington North Fire Services is in the process of recruiting fire fighters for the Arthur Fire Station.

SUBMITTED BY: *Arthur Fire Chief Morrison, CMM III
Fire Service Professional*

**Fire Prevention Report
Wellington North Fire Service**

**14-Jan
Arthur Station**

Evac. Procedures	1
Telephone Calls	13
Business/Personal Service	4
Residential	1
Assembly Occ.	3
Misc.	7
Industrial	2
Meetings	5
Complaints	0
Mercantile	2
Letter/Reports	9
Institutional	0
Burn Permits	2
New Construction/Plan Review	0
Occupancy Permits	0
FE Ext. Training/Talks	0
Emerg. Planning	0
Inspection Follow Up	3
Pub. Ed. Lectures/Tours/House	0
Pre Incident Planning	0
Fire Safety Plan Review	0
Administration	6
Court/Documents/Serving	0
Training (OFC/Local)	3
Investigations	0

Notes:

training days this month



TOWNSHIP OF WELLINGTON NORTH
FIRE SERVICE



7490 Sideroad 7 West, PO Box 125, Kenilworth, Ontario N0G 2E0

MOUNT FOREST FIRE STATION REPORT JANUARY 2014

The Mount Forest Fire Station responded to seventeen calls for assistance during the month of January 2014.

- | | |
|---------------------------|---|
| 10 in Mount Forest | - 1 M.V.C. (504 Main St. N.)
- 2 C.O. Alarms
- 1 Unknown 911 Hang Up
- 1 False Alarm (alarm problem)
- 1 Smoke in Basement (overheated cleaning tank)
- 4 Ambulance Assist (1 snow related, 1 possible V.S.A., 1 lift assist, 1 chest pains) |
| 2 in Southgate | - 2 Ambulance Assist (V.S.A.) |
| 2 in West Grey | - 1 False Alarm
- 1 Ambulance Assist (snow related) |
| 2 in Arthur Township | - 1 Public Assist (snow related)
- 1 Ambulance Assist (V.S.A.) |
| 1 in West Luther Township | - 1 Structure Fire |

There were two meeting/practice sessions held during the month of January 2014. On January 6th, 2014 fifteen members were present and on January 20th, 2014 sixteen members were present.

Two members from the Mount Forest Fire Station attended the funeral for Rick Adamson, a Fire Fighter from Erin Fire Department, Hillsburgh Station on January 4, 2014.

On January 14, 2014 the Mount Forest Station Chief attended the Wellington County Fire Prevention meeting in Arthur.

Respectfully Submitted,
Ron MacEachern
Mount Forest Station Chief

**Fire Prevention Report
Wellington North Fire Services**

**Jan-14
Mount Forest Station**

Evac. Procedures	0
Telephone Calls	34
Business/Personal Service	4
Residential	0
Assembly Occ.	1
Misc.	17
Industrial	2
Meetings	6
Complaints	1
Mercantile	1
Letter/Reports	12
Institutional	1
Burn Permits	0
New Construction/Plan Review	0
Occupancy Permits	0
FE Ext. Training/Talks	0
Emerg. Planning	1
Inspection Follow Up	2
Pub. Ed. Lectures/Tours/House	0
Pre Incident Planning	0
Fire Safety Plan Review	1
Administration	13
Court/Documents/Serving	0
Training (OFC/Local)	3
Investigations	1

Notes:

more days in Mount Forest this month for investigation and other assignments

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

BY-LAW NUMBER 8-14

**BEING A BY-LAW TO AUTHORIZE A GRAVEL SUPPLY
AGREEMENT (Ferguson)**

WHEREAS the Township of Wellington North requires a continuous supply of gravel for the construction, improvement and maintenance of public highway.

AND WHEREAS it is deemed to be in the public interest to secure a supply of gravel for a period of up to ten years from a gravel pit licensed under the *Aggregate Resources Act* located on parts of the following lands:

Part of Lot 5, Concession 6, in the Geographic Township of Arthur, in the Township of Wellington North having Property Identifier Number 71085-0013, and

Part of Lot 5, Concession 5, in the Geographic Township of Arthur, in the Township of Wellington North having Property Identifier Number 71085-0036.

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

1. The Mayor and the Deputy-Clerk of the Corporation are hereby authorized and directed to sign an agreement with Leverne Ferguson and Marlene Mary Ferguson and David James Ferguson and Dianne Marie Ferguson in the form of the draft agreement attached hereto as Schedule 1.
2. The Deputy-Clerk is authorized and directed to cause notice of the agreement to be registered on the title to the lands having the said Property Identifier Numbers 71085-0013 and 71085-0036 forthwith after the agreement has been signed by all parties.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF FEBRUARY, 2014.**

**RAYMOND TOUT,
MAYOR**

**MICHAEL GIVENS,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

AGREEMENT

THIS AGREEMENT is made as of 1st day of January, 2014.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH (hereinafter called Wellington North)

OF THE FIRST PART

and

LEVERNE FERGUSON (also known as Everett Leverne Ferguson)
and MARLENE MARY FERGUSON (also known as Mary Marlene
Ferguson) (hereinafter called Leverne and Marlene)

OF THE SECOND PART

and

DAVID JAMES FERGUSON and DIANNE MARIE FERGUSON
(hereinafter called David and Dianne)

OF THE THIRD PART

WHEREAS:

- A. Leverne and Marlene are the owners as joint tenants of the property being Part of Lot 5, Concession 6, in the Geographic Township of Arthur and in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71085-0013 LT (hereinafter called "the Concession 6 property").
- B. David and Dianne are the owners as joint tenants of the property being Part of Lot 5, Concession 5, in the Geographic Township of Arthur and in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71085-0036 LT (hereinafter called "the Concession 5 property").
- C. Leverne and Marlene sold the Concession 5 property to David and Dianne by Deed No. WC205190 registered on the 25th day of March, 2008 but reserved to themselves all mineral aggregate resources on the Concession 5 property and an easement over the Concession 5 property for removal of mineral aggregate resources from both the Concession 5 property and the Concession 6 property.
- D. There is marketable mineral aggregate (hereinafter called "gravel") in an area of the westerly boundary of the Concession 5 property and the easterly boundary of the Concession 6 property containing 8.9 hectares for which a Class A Licence (hereinafter called "the Licence") has been issued under the *Aggregate Resources Act* and the regulations under it (being Licence #625347 effective as of the 6th day of May, 2013) for the operation of a gravel pit subject to conditions and stipulations set out in the Licence and in accordance with the plan prepared by Gibson Consulting Services, 15 Idlewood Drive, Kitchener, Ontario in support of the application for the Licence described as follows (hereinafter collectively called the "Site Plan"):

- (i) Clair Creek Pit, page 1 of 3, **Existing Features** plan, signed by Robert J. Gibson on May 13/13 and containing the approval endorsement of the Ministry of Natural Resources, Guelph district, under the *Aggregate Resources Act* dated May 13/13, including, without limitation, all Notes and other text thereon;
 - (ii) Clair Creek Pit, page 2 of 3, **Operations Plan**, signed by Robert J. Gibson on May 13/13 (and included in the said approval endorsement) including, without limitation, all Operational Notes and all other text thereon; and
 - (iii) Clair Creek Pit, page 3 of 3, **Rehabilitation Plan**, signed by Robert J. Gibson on May 13/13 (and included in the said approval endorsement) including, without limitation, all Progressive and Final Rehabilitation Notes and other text thereon.
- E. Wellington North wishes to purchase extractable gravel contained in the 8.9 hectare area covered by the Licence (hereinafter called “the gravel pit”) from Laverne and Marlene and Laverne and Marlene wish to sell the same on the terms and conditions contained in this agreement.
- F. David and Dianne are joining in this agreement as owners of the Concession 5 property, with the exception of the gravel thereon, and have an interest in the means of access over the Concession 5 property for the mining and removal of gravel from the gravel pit by Wellington North.

NOW THEREFORE in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. **Purchase and Sale.** Commencing as of the 1st day of January, 2014 Wellington North shall purchase from Laverne and Marlene and Laverne and Marlene shall sell to Wellington North gravel from the “Limit of Extraction” area of the gravel pit as shown on page 2 of the Site Plan for a period of ten calendar years on the terms and conditions herein.
2. **Exclusive Right.** Except as otherwise provided herein Wellington North shall have an exclusive right to purchase the gravel during the term of this agreement and Laverne and Marlene shall not sell gravel to any other party or allow any other party to remove gravel from the gravel pit during the term of this agreement.
3. **Cost and Payment.** Wellington North shall pay Laverne and Marlene for gravel purchased under this Agreement at the following rates:

2014 -- \$2.00 per tonne
2015 -- \$2.10 per tonne
2016 -- \$2.20 per tonne
2017 -- \$2.30 per tonne
2018 -- \$2.40 per tonne

2019 -- \$2.50 per tonne
2020 -- \$2.60 per tonne
2021 -- \$2.70 per tonne
2022 -- \$2.80 per tonne
2023 -- \$2.90 per tonne

Payment at the said rates shall be made quarterly on the last days of March, June, September and December in each year of the said ten year term, which payments shall be based on the records required, made and filed by Wellington North on behalf of the licensee in accordance with the requirements of the Licence and the Site Plan.

4. **Mandatory and Optional Gravel Quantities.** Wellington North shall purchase a minimum of 15,000 tonnes of gravel in each of the calendar years from and including 2014 to and including 2023 and may purchase additional tonnes up to a maximum of 50,000 tonnes in any one or more of those calendar years.
5. **Exception for David and Dianne:** Notwithstanding paragraph 2 Leverne and Marlene may allow David and Dianne to remove pit run gravel from the gravel pit personally with their own equipment from time to time for their personal use only on the Concession 5 property, provided that such removal does not unreasonably interfere with the exercise by Wellington North of its rights under this agreement.
6. **Wellington North Pit Access Rights.** Leverne and Marlene and David and Dianne shall allow Wellington North access to and from the gravel pit over the Concession 5 property from and to the concession road between Concessions 4 and 5 over the existing gravel pit access lane at all times for the exercise of its rights under this agreement, including without limitation all equipment required to extract, crush and remove gravel and comply with the Licence and the Site Plan provisions, terms and conditions.
7. **Access Lane Repair.** Wellington North shall maintain the said access lane in good repair at its expense and may widen it at its expense if it deems it necessary to do so for the reasonable exercise of its rights as described in paragraph 6.
8. **Wellington North Compliance Obligations.**
 - (i) Wellington North shall ensure, on behalf of the licensee, compliance at its expense with the provisions, terms and conditions of the Licence and the Site Plan while exercising its rights under this agreement provided that Leverne and Marlene shall cooperate as reasonably required as the gravel owners and in the case of Leverne the person to whom the Licence was issued. Without limitation Wellington North's compliance obligations under this paragraph shall include the rehabilitation requirements under the Licence and the Site Plan as gravel is purchased during the term of this agreement provided that:
 - (i) If all of the gravel which is extractable under the Licence has been removed before or at the end of the said ten year term Wellington North shall carry out at its expense the full Progressive And Final Rehabilitation process provided for on page 3 of the Site Plan; and
 - (ii) If all of the gravel which is extractable under the Licence has not been removed at the end of the said ten year term Wellington North shall carry out at its expense

the said progressive and final rehabilitation process required under the Licence and the Site Plan applicable to the area of extraction completed by Wellington North under this agreement.

- (ii) Further, and without limitation, such compliance obligations on behalf of the licensee include:
 - (i) The recording of all production, sales and shipments of aggregate on a monthly basis and reporting annually on a calendar year basis to the Ontario Aggregate Resources Corporation (TOARC) by January 31st of the next year and payment of TOARC's required annual fee based on such records by March 15th; and
 - (ii) The completion and submission annually to the Ministry of Natural Resources, Guelph District Office, of the required Compliance Assessment Report by September 30th of the year following each calendar year.
9. **MNR Approvals.** The parties shall cooperate to facilitate and implement any further or other approvals or requirements of the Ministry of Natural Resources from time to time under the *Aggregate Resources Act* and the regulations made under it for the proper and timely performance of this agreement.
10. **Insurance.** Prior to commencing operations under this agreement on the Concession 6 property and the Concession 5 property Wellington North shall obtain general comprehensive liability insurance coverage with respect to the carrying out of its rights under this agreement on the properties or either of them, and keep such liability insurance to the extent of at least \$2,000,000.00 in force during the operating term of this agreement and provide Leverne and Marlene and David and Dianne with evidence confirming such coverage on an annual basis if requested by them or any of them.
11. **Registration of Agreement.** Wellington North shall register Notice of this agreement on the title to the Concession 6 property and on the title to the Concession 5 property through the Land Titles Office for Wellington (No. 61) and Leverne and Marlene and David and Dianne do hereby authorize and direct the solicitor for Wellington North to take all steps necessary to register such notice at the expense of Wellington North without further signatures from them.
12. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, or otherwise, the party's right to enter into and enforce this agreement. The law of contract applies to this agreement and the parties are entitled to all remedies arising from it.
13. **Mediation.** In the event that it a dispute relating to this agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing such agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario, Inc. or its successor body.
14. **Further Assurances.** The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms of this agreement.

- 15. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands being the Concession 6 property and the Concession 5 property and shall be binding upon Leverne and Marlene and David and Dianne and their heirs, executors, estate trustees and assigns, and the benefit thereof shall enure to Wellington North and its successors and assigns.

This agreement is executed by Wellington North this _____ day of February, 2014.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Per:

Raymond Tout, Mayor

Michael Givens, Chief Administrative Officer/Clerk
We have authority to bind the Corporation

This agreement is executed by Leverne and Marlene this _____ day of February, 2014.

Leverne Ferguson

Witness

Marlene Ferguson

This agreement is executed by David and Dianne this _____ day of February, 2014.

David Ferguson

Witness

Dianne Ferguson

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 9-14

BEING A BY-LAW TO PROVIDE FOR ACTUAL COST AND AMEND
BY-LAW NO. 72-12 A BY-LAW TO PROVIDE FOR A DRAINAGE
WORKS IN THE TOWNSHIP OF WELLINGTON NORTH IN THE
COUNTY OF WELLINGTON, KNOWN AS THE LEROY MARTIN
DRAIN.

AUTHORITY: Drainage Act, R. S. O. 1990, c. D.17, as amended, Section 62
Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5 (3), 11 (1) 6

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 11 (1) 6 provides that every council may pass such by-laws respecting matters within the sphere of jurisdiction relating to Drainage and Flood Control.

AND WHEREAS the Drainage Act, R.S.O. 1990, c. D.17, as amended, Section 62 provides for the amendment of the Provisional By-law.

AND WHEREAS, Bylaw No. 72-12 of the Township of Wellington North provided for executing and completing the drainage works known as the Leroy Martin Drain at an estimated cost of \$158,107.00 and for levying the required sum or such reduced sum after taking into account allowances and applicable grants;

AND WHEREAS the actual cost of the executing and completing the said drainage works is \$120,161.82 which is less than provided for in Bylaw No. 72-12.

AND WHEREAS, the actual cost of the drainage works of \$120,161.82 is less than the estimated cost of \$158,107.00;

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

1. **THAT** By-law No. 72-12 is hereby amended to provide for an actual cost of \$120,161.82 which is prorated as outlined in Schedule D attached hereto and forming part of this By-law.
2. **THAT** this By-law shall come into force and take effect upon the final passage hereof and maybe cited as the Leroy Martin Drain.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF FEBRUARY, 2014.**

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 9-14
Schedule "D"**

Original: Aug. 10/12
Revised Oct. 15/12 C.O.R.
Actual: Jan. 17/14

**SCHEDULE D - ACTUAL ASSESSMENTS
LEROY MARTIN DRAIN
TOWNSHIP OF WELLINGTON NORTH
TOWNSHIP OF MINTO**

File No. 10-257

Con	Lot	Roll No.	Owner	Estimated Assess.	Estimated Net	Actual Assess.	1/3 Grant	Allow-ances	ACTUAL NET
<u>Township of Wellington North (Arthur Township)</u>									
12	PT 2	9-094-0	R. & S. Small	1,618	1,079	1,415.08	471.69	0	943.39
12	N PT 3	9-094-2	J.R. & S.P. Small	749	499	655.06	218.35	0	436.71
12	PT 1 & 2	9-095-0	L. & F. Martin	73,418	48,445	64,210.28	21,403.44	500	42,306.84
12	S PT 2	9-100-0	M. & M. Weber	13,050	8,700	11,413.33	3,804.44	0	7,608.89
12	N PT 3	9-101-0	J. Woon & B. Sook	374	249	327.09	109.03	0	218.06
Special Assessment to Union Gas				6,205	6,205	11,432.74	0.00	0	11,432.74
Total Assessments on Lands:				95,414	65,177	89,453.58	26,006.95	500	62,946.63
Wellington Road 6 County of Wellington				30,653	30,653	26,808.65	0.00	0	26,808.65
Wellington Road 6 Special Assessment				32,040	32,040	30,151.49	0.00	0	30,151.49
Total Assessments on Roads:				62,693	62,693	56,960.14	0.00	0	56,960.14
Total Assessments Twp of Wellington North				158,107	127,870	146,413.72	26,006.95	500	119,906.77
<u>Township of Minto</u>									
A	PT 2 & 3	3-004-0	R. Noone	1,638	392	1,432.57	477.52	700	255.05
Total Assessments Twp of Minto				1,638	392	1,432.57	477.52	700	255.05
TOTAL ASSESSMENTS ON LEROY MARTIN DRAIN:				159,745	128,262	147,846.29	26,484.47	1,200	120,161.82

Notes:

- All of the above lands, except those as noted with an asterisk (*) are classified as agricultural and have the Farm Tax Rate (F.T.R.)
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- Amount(s) enclosed in brackets () would be paid to the respective owner(s).

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 10-14

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part Lot 7, Concession 11 to 12,
Geographic Township of Arthur – 9370 Concession 11 (D. and P.
Smith))

WHEREAS, the Council of the Corporation of the Township of Wellington North
deems it necessary to amend By-law Number 66-01;

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

1. THAT Schedule "A" Map 1 to By-law 66-01 is amended by changing the
zoning on lands described as Part of Lot 7, Concession 11 and 12,
geographic Township of Arthur, as shown on Schedule "A" attached to
and forming part of this By-law, from Agricultural (A) to **Agricultural
Exception (A-160) and Agricultural Exception (A-161)**.
2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the
inclusion of the following two new exceptions:

**"33.160 A-160
Pt Lot 7, Con 11, 12**

**Notwithstanding Section 8.5.2.2 or any
other section of this by-law to the contrary,
the minimum required lot frontage for this
zone shall be 10 m. (32.8 ft.).**

**33.161 A-161
Pt Lot 7, Con 11, 12**

**Notwithstanding any other section of this
by-law to the contrary, a residential
dwelling shall be prohibited in this zone.
Other agricultural uses, that are not
accessory to a dwelling, are permitted,
subject to the requirements of Section 8.2
and the following:**

- a) Notwithstanding Section 8.2.4 (c) and (d), the minimum side yard setbacks for the existing frame barn and metal clad shed shall be as existing. Reconstruction of these buildings, or the construction of other buildings or structures in the future, shall meet all of the requirements of this by-law, including Sections Section 8.2.4 (c) and (d).
 - b) The housing of livestock in the existing barn and shed is prohibited, save and except for the housing of a maximum of two horses.
3. THAT the existing **Natural Environment (NE)** zone remains unchanged on the property.
 4. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
 5. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
13TH DAY OF JANUARY, 2014.**

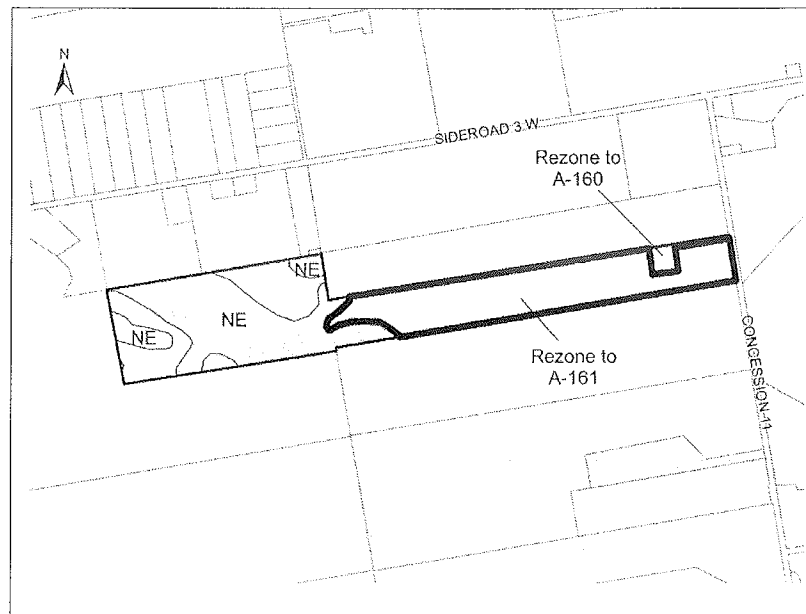
**RAYMOND TOUT,
MAYOR**

**MICHAEL GIVENS,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 10-14

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exceptions (A-160) & (A-161)

Existing Natural Environment Zone Remains Unchanged

This is Schedule "A" to By-law No. 10-14
Passed this 10th day of February, 2014

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 10-14

SUBJECT LAND

The property subject to the proposed amendment is described as Part Lot 7, Concession 11& 12, Geographic Township of Arthur, with a civic address of 9370 Concession 11. The property is 42.36 hectares (104.67 acres) in size.

THE PURPOSE AND EFFECT OF THE APPLICATION

The “retained” residential (0.96 ha) portion of the subject lands is to be rezoned to Agricultural Exception (A-160) to provide relief for an insufficient frontage; 30.5 metres is required and only 10 metres is provided. The “severed” agricultural (41.4 ha) portion of the subject lands is to be rezoned to Agricultural Exception (A-161):

- to prohibit future residential development
- to prohibit livestock use of the existing barn and shed, except for the keeping of no more than two horses
- to provide relief for an insufficient sideyard for the existing barn and shed

This rezoning is a condition of severance application B89/13, that was granted provisional consent by the Wellington County Land Division Committee.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 11-14

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 FEBRUARY 10, 2014.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. That the action of the Council at its Regular Meeting held on February 10, 2014 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF FEBRUARY, 2014.**

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, February 18, 2014	Public Works Committee	8:30 a.m.
Wednesday, February 19, 2014	Economic Development Committee	4:30 p.m.
Tuesday, March 4, 2014	Recreation and Culture Committee	8:30 a.m.
Monday, March 10, 2014	Committee of Adjustment	7:00 p.m.
Monday, March 10, 2014	Public Meeting	Following Committee of Adjustment
Monday, March 10, 2014	Regular Council Meeting	Following Public Meeting

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
- Guelph location – 519-821-4242**

Documents in alternate forms – CNIB – 1-800-563-2642