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Regular Meeting of Council

Monday, April 18, 2016

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

A G E N D A

AGENDA ITEM	PAGE NO.
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- Mayor Lennox	
SINGING OF O' CANADA	
PASSING AND ACCEPTANCE OF AGENDA	
DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF	
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Regular Meeting of Council, April 4, 2016	001
BUSINESS ARISING FROM MINUTES	

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Report from Matt Aston, Director of Public Works / Kim Henderson, Treasurer - Report PW 2016-032 / Report TR 2016-002 being a report on the Rick Hopkins Bridge Rehabilitation Project	044
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Report from Michael Givens, CAO - CAO 2016-009 Bell Communications Tower Lease Agreement – Arthur Fire Station	054
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AGENDA ITEM	PAGE NO.
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CLOSED MEETING SESSION	
Pursuant to Section 239 (2) (d) of the Municipal Act, 2001, specifically labour relations or employee negotiations; 1. Report Fire Chief 2016-003 Fire Prevention/Firefighter 2. Review of Closed Session Meeting Minutes February 29, 2016	
CONFIRMING BY-LAW NUMBER 033-16 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL	208
ADJOURNMENT	

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
APRIL 4, 2016 – 7:27 P.M.

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

Members Present:	**Mayor:**	**Andy Lennox**
	Councillors	**Sherry Burke**
		Lisa Hern
		Steve McCabe
		Dan Yake

Staff Present:	**CAO/Deputy Clerk:**	**Michael Givens**
	Clerk:	**Karren Wallace**
	Executive Assistant:	**Cathy Conrad**
	Director of Public Works:	**Matthew Aston**
	Treasurer:	**Kim Henderson**
	Chief Building Official:	**Darren Jones**
	Economic Development Officer:	**Dale Small**
	Tourism, Marketing, Promotion Manager:	**April Marshall**

CALLING THE MEETING TO ORDER

Mayor Lennox called the meeting to order.

SINGING OF O' CANADA

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION 2016-143
Moved by: Councillor Hern
Seconded by: Councillor Yake
THAT the Agenda for the April 4, 2016 Regular Meeting of Council be accepted and passed.
CARRIED

DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF

No pecuniary interest declared.

MINUTES OF PREVIOUS MEETING(S)

RESOLUTION 2016-144
Moved by: Councillor Yake
Seconded by: Councillor Hern

THAT the minutes of the Regular Meeting of Council held on March 21, 2016 be adopted as circulated.
CARRIED

BUSINESS ARISING FROM MINUTES

No business arising from minutes.

DELEGATIONS

Wellington North Cultural Roundtable Committee
- Wellington North Cultural Roundtable Action Plan

Committee members April Marshall, Jim Taylor, Karen Armstrong and Penny Renken appeared before Council to present the Wellington North Cultural Roundtable Committee Action Plan.

Cultural planning is an essential development tool and is essential to supporting Wellington North in attracting investment, supporting creative talent and boosting tourism. The Municipal Cultural Plan was developed in 2013 and provides a strategy and recommended actions to leverage local cultural resources to grow the economy, to improve quality of life, and to build and sustain a sense of community cohesion and pride. The Cultural Roundtable has used the plan's associated goals and actions to drive successful initiatives, including, investigating establishment of a Wellington North Municipal Heritage Committee, support of the Farmers' Market, participation in Doors Open Ontario and Culture Days, strengthen volunteers and creation of an interactive web-based map. The action plan is divided into three overarching categories to guide future initiatives and serve as a measuring tool. Categories include communications, oral history/storytelling and cultural planning and heritage buildings.

Warren Fink, 363 Jeremy's Crescent
- Changes to the Township Brush Pick-Up and Brush Drop-Off Services

Mr. Fink appeared before Council to express his concern with changes to the Township's brush pick-up and brush drop-off services. He stated that communication is important as many residents are not aware of the type of materials allowed. He hoped that Council would consider options 3A and 5A, which would allow drop off locations to be closed and address environmental concerns.

STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

Report from Mark Paoli, Manager of Policy Planning, County of Wellington

- Correspondence dated March 14, 2016 regarding proposed amendments to the County Official Plan – Growth Forecast and Second Unit Policy Updates

RESOLUTION 2016-145
Moved by: Councillor Hern
Seconded by: Councillor Yake
THAT the Council of the Corporation of the Township of Wellington North receive correspondence dated March 14, 2016 from Gary Cousins, Director of Planning and Development, County of Wellington regarding County Official Plan Amendment #99 – County File No.: OP-2015-02, County of Wellington – Growth Forecast and Second Unit Policy Updates.
CARRIED

Report from Michael Givens, CAO

- CAO 2016-007 Wellington North Power Board Director Appointments

RESOLUTION 2016-146
Moved by: Councillor Hern
Seconded by: Councillor Yake
THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2016-007 being a report on Wellington North Power (WNP) Board of Director Appointments;
AND FURTHER THAT the Council of the Township of Wellington North direct Township staff to work with Wellington North Power to advertise locally (Wellington Advertiser, Township website, Wellington North Power Website, Township social media outlets) to fill the upcoming community representation vacancies on the Wellington North Power Board of Directors;
AND FURTHER THAT the Council of the Township of Wellington North direct the Township CAO to request support from the CAO for Wellington North Power in establishing a short-list of candidates to be interviewed by a Committee comprised of Andy Lennox (Mayor), Dan Yake (Councillor), Richard Bucknall (CAO WNP) and Michael Givens (CAO Township);
AND FURTHER THAT appointment to the Board of Directors proceeds at a May meeting of Council in advance of Wellington North Power's Annual Shareholder meeting on May 31, 2016.
CARRIED

Report from Matthew Aston, Director of Public Works

- PW 2016-031 Being a Report on the Township's 2016 Brush Program

RESOLUTION 2016-147
Moved by: Councillor Yake
Seconded by: Councillor Hern
THAT Report PW 2016-031 being a report on the Township's 2016 brush program received;
AND FURTHER THAT the Council of the Township of Wellington North recognize that wood brush and yard waste disposal is an important service to residents;
AND FURTHER THAT the Council of the Township of Wellington North direct staff to promote Wellington County's "Master Composter Programme" as a County-wide program for yard waste and organics;
AND FURTHER THAT the Council of the Township of Wellington North recognize that there will continue to be community need for special services as it related to road-side wood brush pick-up following extraordinary events;
AND FURTHER THAT the Council of the Township of Wellington North direct staff to communicate the details of the Township's 2016 brush program to residents.
CARRIED

RESOLUTION 2016-148
Moved by: Councillor McCabe
Seconded by: Councillor Hern
THAT further to report PW2016-031 being a report on the Township's 2016 Brush program, the Public Works Committee recommend the Council of the Township of Wellington North direct staff to implement Option 1B and Option 5B for 2016 at an estimated cost of $21,600 plus applicable taxes;
Option 1B:
(A) 8 COMMUNITY WOOD BRUSH AND YARD WASTE EVENT DAYS
The estimated cost of have one wood brush and yard waste event day per month, per community, for the months of April, May, September, and October range from $13,600 – 21,600.

PROPOSED ARTHUR ROAD-SIDE WOOD BRUSH PICK-UP
Saturday, April 23, 2016
Saturday, May 28, 2016
Saturday, September 24, 2016
Saturday, October 22, 2016

PROPOSED MOUNT FOREST ROAD-SIDE WOOD BRUSH PICK-UP
Saturday, May 7, 2016
Saturday, June 11, 2016
Saturday, September 10, 2016
Saturday, October 8, 2016

Option 5B:
(A) 8 COMMUNITY WOOD BRUSH ROAD-SIDE PICK-UPS

Township staff to perform one wood brush pick-up day per community during the months of April, May, September and October.

PROPOSED ARTHUR ROAD-SIDE WOOD BRUSH PICK-UP
Wednesday, April 6, 2016
Wednesday, May 4, 2016
Wednesday, September 7, 2016
Wednesday, October 5, 2016

PROPOSED MOUNT FOREST ROAD-SIDE WOOD BRUSH PICK-UP
Wednesday, April 27, 2016
Wednesday, May 25, 2016
Wednesday, September 28, 2016
Wednesday, October 26, 2016

AND FURTHER THAT the Council of the Township of Wellington North direct staff to make arrangements with Waste Management to provide service defined as Option 1B.

Councillor Yake requested a recorded vote:

Recorded Vote	**Yea**	**Nay**
Councillor Burke		X
Councillor Hern	X	
Councillor McCabe	X	
Councillor Yake		X
Mayor Lennox	X	
	3 Yeas	**2 Nays**

CARRIED

Cultural Roundtable Committee
- Minutes, March 17, 2016

RESOLUTION 2016-149
Moved by: Councillor Hern
Seconded by: Councillor Yake
THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Cultural Roundtable Committee meeting held on March 17, 2016.
CARRIED

RESOLUTION 2016-150
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT the Council of the Corporation of the Township of Wellington North support the attached Action Plan 'Schedule A' in an effort to continue to fulfill the vision of 'preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy', as recommended by the Cultural Roundtable Committee.

CARRIED
Burn Bylaw Working Group
- Minutes, March 29, 2016

RESOLUTION 2016-151
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Burn By-law Working Group meeting held on March 29, 2016.
CARRIED

Cheque Distribution Report dated March 30, 2016

RESOLUTION 2016-152
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated March 30, 2016.
CARRIED

CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION

Minister Responsible for Seniors Affairs
- Correspondence dated March, 2016 request to proclaim June as Seniors Month

RESOLUTION 2016-153
Moved by: Councillor Burke
Seconded by: Councillor McCabe
WHEREAS Seniors' Month is an annual province-wide celebration;
WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;
WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;
WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told;
WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;
WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;
NOW THEREFORE the Council of the Corporation of the Township of Wellington North hereby proclaims June 1 - 30, 2016 Seniors' Month in the Township of Wellington North and encourages all citizens to recognize and celebrate the accomplishments of our seniors.
CARRIED

BY-LAWS

RESOLUTION 2016-154
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT By-law Number 086-15 being a by-law of the Corporation of the Township of Wellington North to provide for drainage works in the Township of Wellington North for Drain 64 read a First and Second time and provisionally adopted on December 7, 2015 be read a Third time and finally passed.
CARRIED

ITEMS FOR COUNCIL'S INFORMATION

AMO Watchfile
- March 17, 2016
- March 24, 2016

Saugeen Valley Conservation Authority
- Community Stewardship and River Rehabilitation Workshop, Earth Day Friday, April 22, 2016

Guelph Wellington Crime Stoppers
- Newsletter, The Informant, Spring 2016

John Nater, MP, Perth-Wellington
- Correspondence dated March 24, 2016 regarding update on events from Parliament Hill – Federal Budget

RESOLUTION 2016-155
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the April 4, 2016 Regular Council Meeting Agenda.
CARRIED

CULTURAL MOMENT

Volunteers are the Roots of Strong Communities

Community consultations identified this very statement rings true in Wellington North, as we underwent the Municipal Cultural Plan in 2013. Volunteers are crucial in sustaining the vast majority of cultural organizations and activities in Wellington North and it is important for us to strengthen and support their efforts.

The Wellington North Cultural Roundtable has partnered with the Mount Forest & District Chamber of Commerce Community Animator and Treasures of Minto to deliver 4 engaging workshops for community organizations to support volunteers and build their volunteer engagement capacity. Organizations are encouraged to attend to access information, resources and tools that will help them to recruit and retain volunteers. This will create a great opportunity to strengthen community group's roots and help to sustain valuable contributions from our community.
The workshop series will be facilitated by Reva Cooper of Reva Cooper Consulting. Ms. Cooper is the Founding Executive Director of the Volunteer Action Centre of Kitchener-Waterloo and Area and the Co-ordinator of the Volunteer Management Certificate Program at Conestoga College. Each workshop will focus on a different subject and complement one another and will look at: Setting up a Quality Volunteer Program, Volunteer Recruitment, Maintaining a Volunteer Program and Putting it All Together.

NOTICE OF MOTION

None

ANNOUNCEMENTS

Councillor McCabe requested a change in date for the Recreation & Culture Committee meeting as he is unavailable April 12, 2016. Councillor McCabe reminded everyone about a public information night being held regarding the Eliza Street, Arthur project on April 19, 2016 at the Upper Hall, Arthur and Area Community Centre from 6:00 p.m. to 7:30 p.m.

Councillor Hern announced that she will be attending the Farmland forum on Friday, April 8, 2016.

Councillor Yake announced that the Municipal Hockey Tournament was successful and Centre Wellington had the winning team. Councillor Yake expressed his disappointment in being denied Provincial funding for two major infrastructure projects.

Mayor Lennox announced that the Province is proposing changes to the Municipal Elections Act. An information meeting regarding the burn by-law will be held April 13, 2016 at 7:00 p.m. at the Kenilworth Public School. The Wellington North Power Inc. Shareholders meeting will be held on May 31. Township Council and staff were the biggest fundraisers for Big Brothers Big Sisters Bowling for Kids Sake.

Mayor Lennox raised the issue of ATV's on municipal roadways and Council directed staff to bring a report to the April 18, 2016 Regular Council Meeting.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
APRIL 4, 2016 – 7:27 P.M.

CONFIRMING BY-LAW

RESOLUTION 2016-156
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT By-law Number 028-16 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 April 4, 2016 be read a First, Second and Third time and finally passed.
CARRIED

ADJOURNMENT

RESOLUTION 2016-157
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT the Regular Council meeting of April 4, 2016 be adjourned at 9:10 p.m.
CARRIED

MAYOR **CLERK**

Draft County Official Plan Amendments

Growth Forecast and Second Unit Policy Updates (OPA 99)

Drinking Water Source Protection (OPA 98)

Wellington North Council

April 4, 2016

Growth Forecast Update - Work to Date

In 2013, the province updated the *Growth Plan for the Greater Golden Horseshoe* forecasts for Wellington County as shown below.

	2031	2036	2041
Population	122,000	132,000	140,000
Employment	54,000	57,000	61,000

The 2031 numbers are the same as in the current Official Plan.

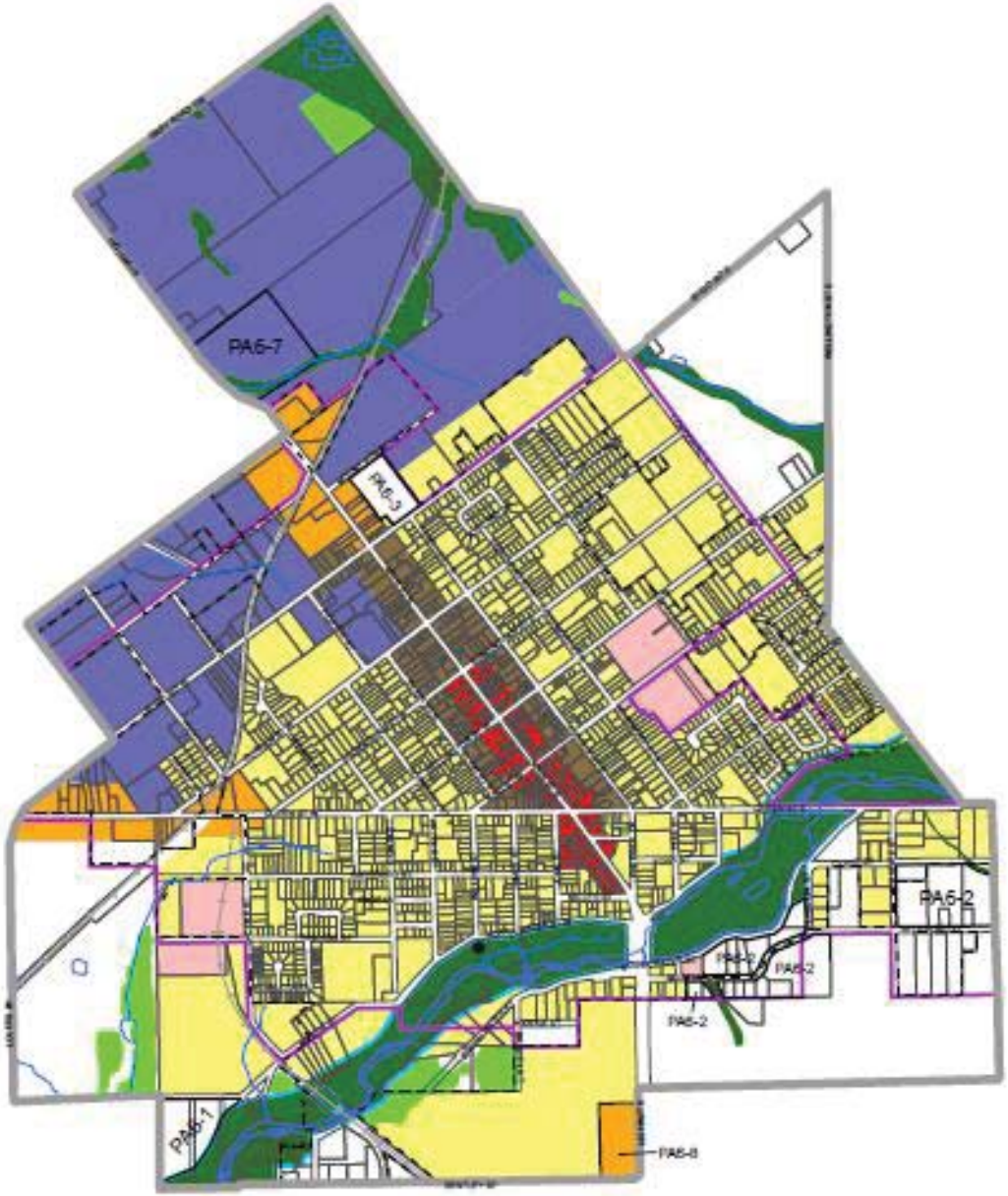
The 2036 and 2041 numbers were added.

The County is responsible for allocating the growth forecast, in consultation with local municipalities. Watson Associates prepared a report for us that added household forecasts to 2036 and 2041, and updated the local allocations. The report was circulated to local municipalities for feedback last summer, followed by discussion with Township staff in fall.

Draft Amendment was formally circulated for comments in mid-March.

One of the main provincial policy directions for long term land use planning is to have enough land designated in the Official Plan to accommodate growth for up to 20 years.

Mount Forest Official Plan Schedule



Arthur Official Plan Schedule

Township Residential

	2016	2036	Growth
Population	12,490	17,085	4,595
Households	4,635	6,330	1,695

Township Total Employment

	2016	2036	Growth
Employment	7,070	9,320	2,250

Arthur

	2016	2036	Growth
Population	2,725	3,700	975
Households	1,005	1,370	365

Note:
While there are sewage capacity constraints in Arthur, the potential to identify long term solutions through the current environmental assessment was taken into account in preparing the forecast.

Mount Forest

	2016	2036	Growth
Population	5,190	8,550	3,360
Households	2,150	3,365	1,215

Note:
As an attractive community with full municipal services at the intersection of two provincial highways, Mount Forest is an important node for growth.

Outside of Arthur and Mt. Forest

	2016	2036	Growth
Population	4,575	4,835	260
Households	1,480	1,595	115

Comparing the growth to long term supply overall there is enough land designated in the Official Plan for residential.

	2016-2036 Household Growth	Vacant or Potential Residential Supply	Difference (positive number is a surplus)
TOWNSHIP	**1,695**	**1,800**	**105**
Arthur	365	505	140
Mount Forest	1,215	1,185	-30
Outside Urban Centres	115	110	-5

Comparing Industrial and Commercial parts of the employment forecast to long term supply, there is more than enough land designated in the Official Plan for industrial uses, and a shortage for commercial.

	2016 – 2036 Employment Growth converted to hectares	Hectares of vacant land designated in the Official Plan	Difference (a positive number is a surplus)
Industrial	15	80	65
Commercial	17	7	-10

Note:
It is recognized that 'designated' lands in the Official Plan are not necessarily available for development in the short term, and that the Township is working on strategies to address .

Second Units Update – Purpose

- Response to *Planning Act* changes specific to second units that require the Official Plan to be updated

- Intent of the *Planning Act* changes is to improve affordability, use land more efficiently and provide opportunities to streamline applications.

Second Units Update – Work to Date

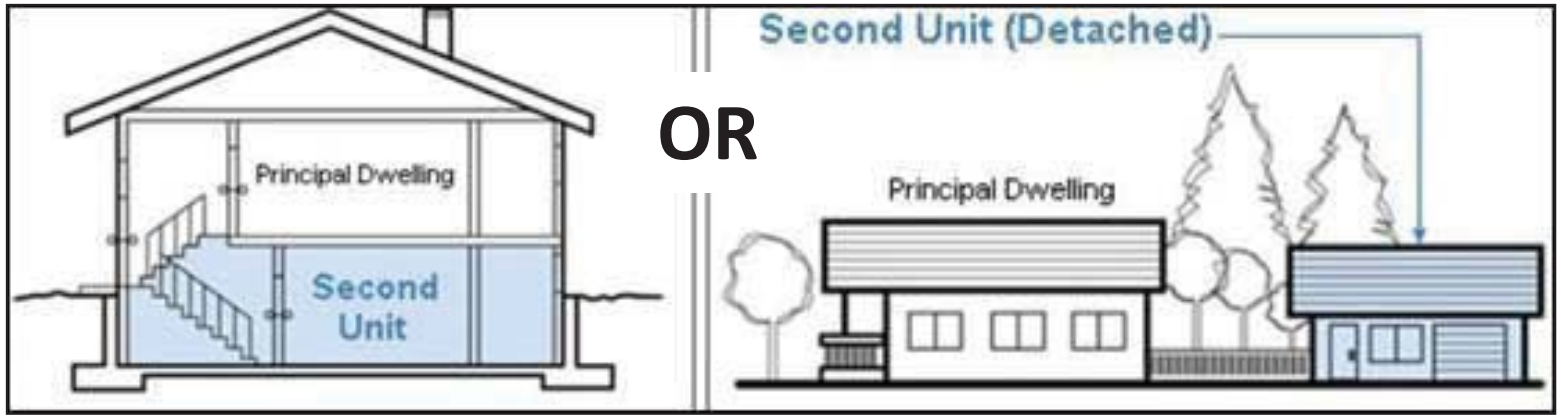
- Staff background report with proposed policy direction circulated to local municipalities for feedback in November

- Further discussion and policy drafting in the winter

- Draft Amendment (included with growth forecasts) formally circulated for comments in mid-March

Key Policy Changes

- Second units would be authorized in single detached, semi- detached and rowhouse dwellings
  - Current policies permit second units in single detached dwellings
- Second units would be authorized in buildings or structures ancillary to a single detached dwelling
  - Current policies don't contemplate second units in ancillary buildings



Key Policy Changes (continued)

- Municipalities may enact zoning regulations for second units to address:
  - Safe road access - No additional driveway
  - Off-street parking - Meet Building, Fire Codes
  - Exterior alterations to side or rear yards
  - Adequate water and sewage services can be provided
  - Second unit and garden suite not allowed on same lot

Considerations for Second Units in the Wellington North Zoning By-law

- Currently permitted, subject to the residential conversion provisions, within a single detached dwelling in:
  - R2 Residential - A Agriculture
  - MU1 Mixed Use 1 and MU2 Mixed Use 2
- Would need to broaden to:
  - Permit within semi-detached and rowhouse dwellings and in some of the other residential zone categories
  - Allow in building ancillary to a single-detached dwelling
- Need to consider additional regulations under the current provisions for residential conversions such as:
  - Only one second unit per property - Sewer/water capacity
  - No second driveway - Parking
- Township Zoning By-law Amendment would not be subject to appeal

Drinking Water Source Protection – Current

- In 2007, County Council adopted OPA 52 which added policies to protect drinking water sources and map schedules.

- The current map schedules and policies were based on groundwater studies that were completed in the mid-2000s.

- The policies and mapping in the Source Protection Plans supersede the current Official Plan.

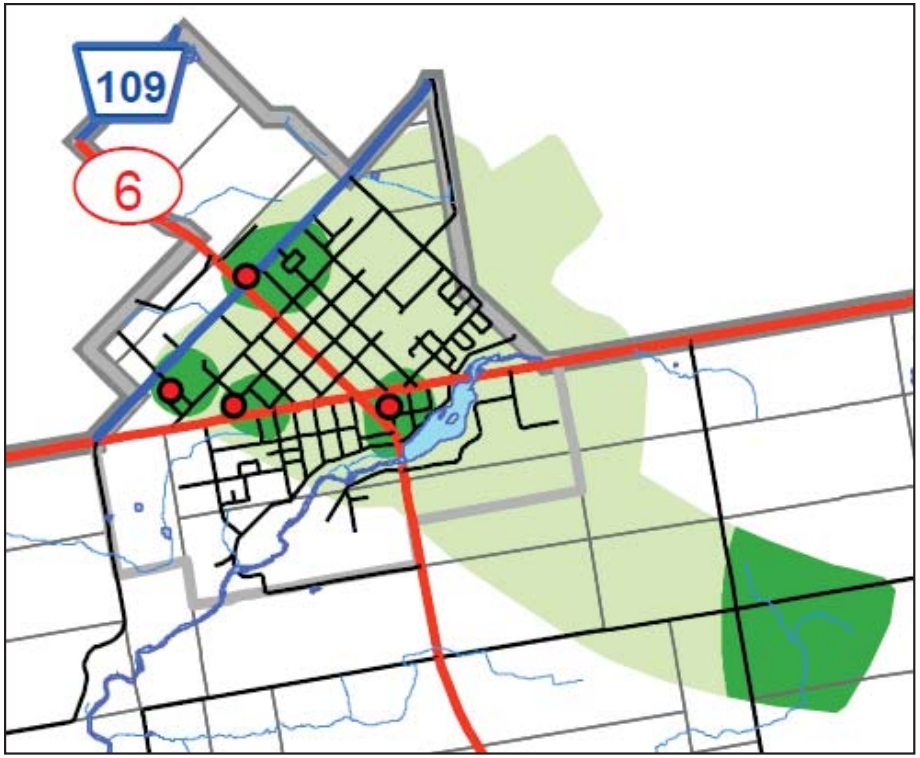
Drinking Water Source Protection – Work to Date

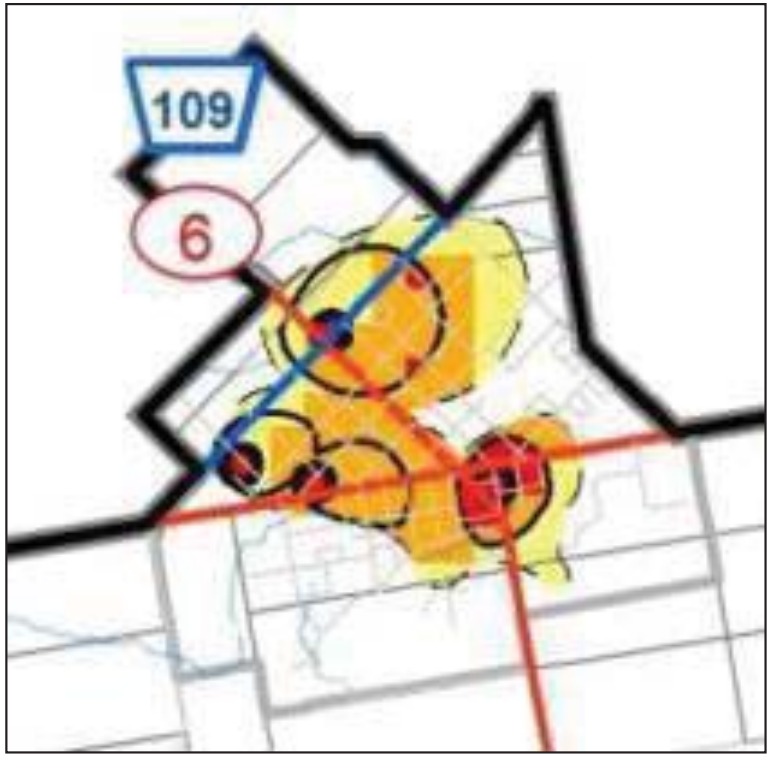
- The 5 Source Protection Plans in the County are approved, Saugeen and Grand River in effect July 1
- The *Clean Water Act* requires the Official Plan to be changed to conform with the applicable significant threat and land use policies
- MHBC Planning did a report for us to set out the preferred approach. Part of their work included a workshop with local planners on options
- Draft Amendment formally circulated in February

Current

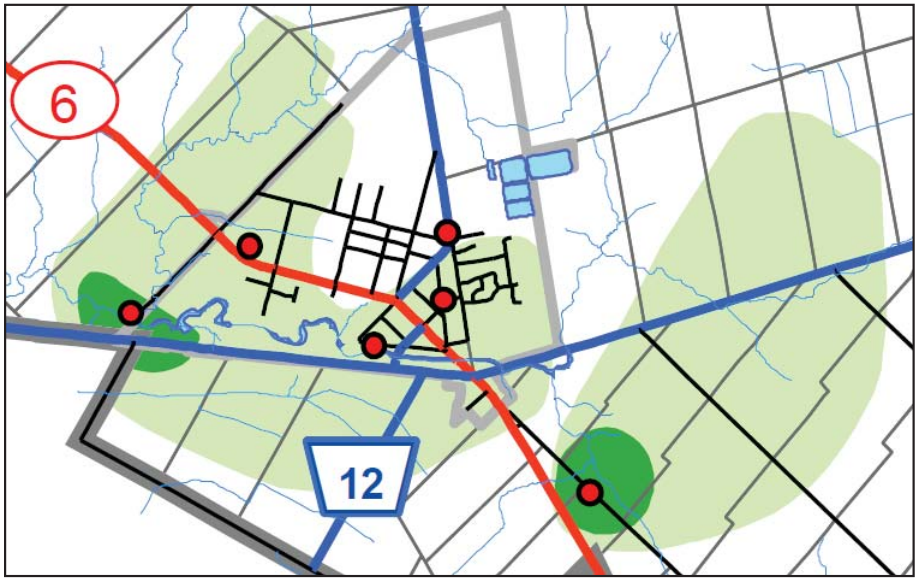
OPA 98

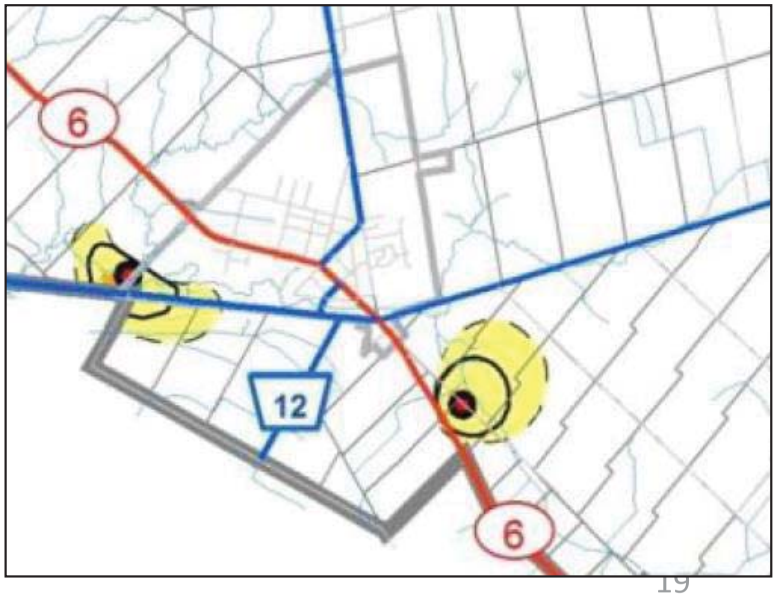
Mount Forest





Arthur





Key Changes relevant to Wellington North would

- Refer to the Source Protection Plans for direction on prohibition or regulation of activities through tools that lie outside of the *Planning Act* (example: Certificates of Approval)
- Identify the role of the Risk Management Official in the review of development applications under the *Planning Act*;
- Add land use policies where required by individual Source Protection Plans (Saugeen has specific land use planning policies, while Grand River doesn't)
- delete current 'Well Head Protection Areas' on Schedule B6 and replace with the Well Head Protection Areas shown in the Source Protection Plans
- Retain some existing policies, including the requirement for disclosure reports for non-residential applications, and a number of voluntary monitoring and educational policies

Main Saugeen Land Use Policies (Mount Forest)

- Waste disposal is prohibited in vulnerability score 8 or 10 (red or orange areas) for land disposal of:
  - Petroleum refining waste
  - Municipal waste
  - Hazardous waste
  - Liquid industrial waste, industrial waste or commercial waste as defined in the Environmental Protection Act
- New lots in Vulnerability Score 10 (red areas) only permitted where serviced by municipal sewage system

Wellington North Zoning Considerations

- The Township has until 2021 to comply
- Goal is to implement zoning in a way that effectively addresses significant threats while minimizing impacts:
  - On land uses that do not involve significant threats; and
  - On lands outside of the well head protection areas, which is the vast majority of the Township
- Will continue to be a topic for the staff working group who have been developing application screening tools and forms.

Amendment Process from here...[032]

Public Meeting, Wellington Place - April 21

7:00 Drinking Water Source Protection

8:30 Growth Forecast and Second Unit Policy Updates

Planning Committee and County Council - possible in May or June

Planning Committee will receive a staff report about public and agency input and any final changes, and may recommend that County Council adopt the Amendment.

County Council would then consider the Recommendation to Adopt the Amendments.

The amendment documents and background information are available at:

http://www.wellington.ca/en/business/officialplan.asp?_mid_=27288

THE TOWNSHIP OF WELLINGTON NORTH

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APR 12 2016
TWP. OF WELLINGTON NORTH

Delegation Request Form

Name of Delegate(s) Chris Pipe, Caroline Paquette

☐ Attending as an individual OR ☒ Representing a group/organization/business

Name of Group/Organization/Business
Palmerston Public School Parent Council

Contact Information

Mail: 290 Carrol St, Arthur, ON N0G 1A0

[redacted]

Telephone: (519) 848-5271

Type of Meeting

☒ Council OR ☐ Committee (specify which committee) _____

Date of Meeting April 18, 2016

Subject Matter (submit your complete delegation submission with this form)
Upper Grand District School Board French Review

Recommendation/Request of Council (what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

Draft and submit Resolution/ letter supporting Palmerston Public School Parent Council in maintaing curren French Immersion model of enrollment.

SIGNATURE: _____

Notice of Collection/Use/Disclosure: *All information submitted in support of meetings of Council/Planning Committee is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, names, and addresses on agendas and to persons requesting access to records of Council/Planning Committee. All information submitted to the Municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's Office (519) 848-3620.*

The North Wellington French Immersion Parents group is providing the following draft resolution to be passed by council.

Whereas the Upper Grand District School Board is mandated to provide equitable education to all students:

And whereas limited entry and reduction of hours of instruction in the French Immersion program is being considered by the UGDSB;

And whereas limiting educational opportunities within our municipality may have a negative impact in recruiting residents and economic growth;

Therefore be it resolved that the Township of Wellington North request the UGDSB explore solutions other than capping and reducing the French Immersion program;

And further, that Township of Wellington North request the UGDSB adopt a policy of working with municipalities to coordinate recruiting educational professionals to the area.

And further that this resolution be forwarded to the UGDSB Director of Education and all UGDSB Board Trustees.

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Delegation Request Form

Name of Delegate(s) AMY NOONE / JEN INNES +

☐ Attending as an individual OR ☐ Representing a group/organization/business

Name of Group/Organization/Business

Contact Information

Mail: 430 GLASGOW ST MOUNT FOREST

[redacted]

Telephone: 519-321-1184

Type of Meeting

☑ Council OR ☐ Committee (specify which committee) _____

Date of Meeting Apr 18/16

Subject Matter (submit your complete delegation submission with this form)

Re: Traffic routing from Hwy 6 along Murphy, Glasgow, Clyde & Ayreshire St's. during bridge construction

Recommendation/Request of Council (what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

Not to route traffic this way. Or add some extra safety features to ensure safety

See next pg.

SIGNATURE: A Noone

Notice of Collection/Use/Disclosure: *All information submitted in support of meetings of Council/Planning Committee is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, names, and addresses on agendas and to persons requesting access to records of Council/Planning Committee. All information submitted to the Municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's Office (519) 848-3620.*

Additional safety features could include:

→ More signage for children playing

→ Speed bumps

→ Signs for blind curves or hidden driveways

→ Police presence / enforcement
In 2011 there was none, except for one day when people had complained.

Ladies and Gentleman of Wellington North Council

We, the undersigned residents of Murphy, Glasgow, Clyde, Ayreshire and Oxford streets - Mount Forest, respectfully ask that you re- examine your decision to route traffic through our neighbourhood for the following reasons.

~ Our streets have no sidewalks. Many people and animals walk along the streets to access the river and walking trail. Children ride their bikes along the street, they play road hockey and run into the bush to play.

~ Of the 39 homes in this neighbourhood, most have children, totalling 34 children. There is also one group home containing two vulnerable individuals. Children do enjoy playing outside in the summer months. With the excess traffic that will be going past their homes, they will be unable to safely do so. In essence their summer will be ruined. They will not be able to walk / bike to the pool, to friends homes, play anywhere but their backyards.

~ In 2011 when traffic was routed through this neighbourhood, the sheer volume was mind boggling. On weekends it was not uncommon for traffic to be backed up from Hwy 89 to the top of Glasgow / Murphy street. Getting in and out of one's driveway became quite an issue. Lawns were ruined and became garbage bins for those passing through. Stop signs were disregarded completely at times leading to several near misses for residents.
We all made the choice to not live on a main thoroughfare and it seems unfair to put up with it during the time of year we would most like to be outside enjoying our properties. In addition our taxes seem to be higher that other area's of town even though our larger lots are completely un – serviced.

~While in 2011 there was a truck by–pass set up and signage posted, many did not utilize it. Daily there was a large amount of truck traffic through the neighbourhood, usually starting about 3:30am. Our streets are not set up for that. With all the curves it makes it hard for 70 feet of truck and trailer to get around while dealing with car traffic. If a truck

and other vehicle met on a curve someone had to stop as they just can not fit at the same time. Unfortunately the same applies to larger recreational vehicles. This all leads to traffic slowdown and road rage.

While we realize this may sound like petty griping, we do understand the need for bridge repair, so we offer the following alternatives for you to consider.

~ Route all traffic down 3W to County Road 6, to either continue north to Hwy 6 or east into Mount Forest.

~ Leave one lane of the bridge open for traffic as repairs are done, installing temporary stoplights on either side.

~ From Arthur, route northbound traffic through to Conn and west to Mount Forest.

~East at Quality Homes to Hwy 89 and west into Mount Forest.

~ West on Kenilworth Sideroad to County Road 6 and north to Hwy 89 and continue north to Hwy 6 or East to Mount Forest.

Name & Address

FRANK + DEB VANDENBROEK	
435 CLYDE ST MT. FOREST	
Jennifer Innes + Roger Palombo	
460 Clyde St. Mt Forest	
Sharon Wilson	
330 AYRSHIRE	
310 AYRSHIRE	
305 Ayrshire St.	Heidi Rae
Maria Wildeman	Maria Wildeman
Rick Wildeman	R Wil
BERNADIC + JOSEPH GAUCI	
Katherine Kipper	320 Ayrshire St
JOHN THOMSON	425 AYRSHIRE ST
BOB DAOUST	435 AYRSHIRE ST.
DEB DAOUST	435 AYRSHIRE ST.
CHRIS PETER	515 OXFORD ST.
PAT CONNOLLY	525 OXFORD ST.
A Connolly	" " "
S Howard Craigie	535 Oxford St
Nan Craigie	535 Oxford St
G + K HYDON	570 OXFORD ST
	545 OXFORD ST
Lisa + Rob Kish	550 Oxford St.
Stephanie Dawson	435 Clyde St
Derek Dawson	425 Clyde St.
Rosie Romanowski	415 Clyde St.
E Romanowski	415 Clyde St.
C. Lucas	420 Glasgow St.
P. Lucas	420 Glasgow St.

Chris Seddon	130 Murphy street
Alessa Seddon	130 Murphy street.
Amy Nuore	430 Glasgow St
Richard Romanowski	430 Glasgow ST
Karin Sikkema	230 Murphy St.
Kris Sikkema	230 Murphy St
Dave Gorissing	285 Murphy St
Kerry Mills	160 Murphy ST
Georgia Mills	160 Murphy ST
LEAH ASTBURY	150 MURPHY ST
ANDREW MYLES	150 MURPHY ST.
Brenda Gilstorf	220 Murphy St
Allan Gilstorf	" "
Alicia Gilstorf	" "
Laurie Hummel	420 Clyde St.
Lisa Lee	155 Clyde St.
Willard Dingwall	440 Glasgow St.
Brett McDonald	145 Murphy St.
Joanne Harrington	416 Clyde Str
Norm Harrington	416 Clyde Str

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**BARRY LAVERS DIRECTOR OF RECREATION**

SUBJECT:	**REPORT RAC 2016 -004 BEING A REPORT ON CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

RECOMMENDATION

THAT Report RAC 2016- 004 being a report on Canada 150 Community Infrastructure Program be received for information ;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorizes the Mayor and Chief Administrative Officer to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada (Her Majesty) hereby represented by the Minister Responsible for Federal Economic Development Agency for Southern Ontario;

AND FURTHER THAT the Contribution Agreement be in the amount of $24,461.00 for the fiscal year 2016/2017;

AND FURTHER THAT the Project Title as set out in the Contribution Agreement is Repairs and Upgrades to the Arthur Community Centre and Arena

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Resolution REC 2015-31 Recreation Committee recommends submitting application

Resolution 2015-250 Council approves submitting application

BACKGROUND

An application for contributory funding under the Canada 150 Community Infrastructure Program was completed and submitted for repairs and upgrades to the Arthur Community Centre and Arena on June 9, 2015 on behalf of the Municipality.

The application was approved for funding from the Federal Economic Development Agency and notification was received on August 10, 2015.

FINANCIAL CONSIDERATIONS

The Wellington North 2016 Capital Budget includes $48,921.48 as the approved municipal portion of the project total

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

☐x Yes ☐ No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
☐x Strategic Partnerships
☐x Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment

PREPARED BY:	RECOMMENDED BY:
Barry Lavers	Michael Givens, CAO
BARRY LAVERS **DIRECTOR OF RECREATION**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS** **KIMBERLY HENDERSON, TREASURER**

SUBJECT:	**REPORT PW 2016-032 / REPORT TR 2016-002 BEING A REPORT ON THE RICK HOPKINS BRIDGE REHABILITATION PROJECT**

RECOMMENDATION

THAT Report PW 2016-032 / Report TR 2016-002 being a report on the Rick Hopkins Bridge rehabilitation project be received;

AND FURTHER THAT the Council of the Township of Wellington North award the contract for the Rick Hopkins Bridge rehabilitation to McLean-Taylor Construction Ltd. at a contract cost of $1,644,842.09 plus applicable taxes;

AND FURTHER THAT the Council of the Township of Wellington North acknowledge that this contract price includes a provisional item to allow unlimited pedestrian access across the bridge during construction at a contract cost of $18,900 plus applicable taxes;

AND FURTHER THAT the Council of the Township of Wellington North direct the Treasurer to revise the project's cost estimate to $1,812,250 from $1,488,977, an increase of $323,273;

AND FURTHER THAT the Council of the Township of Wellington North direct the Treasurer to fund the additional roads capital cost of $323,273 with an internal loan from the Sanitary Sewer Life-cycle Reserve at an annual interest rate of 0% and a term of 3 years.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Report PW 2016-024 being a report on the rehabilitation of the Rick Hopkins Bridge in Mount Forest.

Report PW 2016-017 being a report on pedestrian access to the Rick Hopkins Bridge during summer 2016 construction.

BACKGROUND

Detailed design work was completed by BM Ross and Associates during 2015. The "request for tender" for the Rick Hopkins Bridge project was advertised in the Wellington Advertiser on March 11, 2016 and both the Township and BM Ross website. The tender closed March 29, 2016.

The Township received three completed tenders for Rick Hopkins Bridge rehabilitation prior to close. BM Ross provided the letter attached as Schedule A in support of awarding this project to McLean-Taylor Construction Ltd. of St Mary's, Ontario.

This project will rehabilitate the Rick Hopkins Bridge on the south-end of Mount Forest including re-coating the metal structure, some structural beam repair, deck repair, sidewalk replacement, street light replacement and full road resurfacing. Rick Hopkins Bridge project was approved as part of the Township's 2016 capital budget and has provincial and federal funding available.

A public meeting will be held with the Township, Engineer and Contractor after contract award to provide project awareness and allow impacted residents an opportunity to speak with the project team.

FINANCIAL CONSIDERATIONS

Department	Account	2016 Capital Budget
Roads	2-00-30-387-5290	$ 1,488,977

Estimated Projected Cost as at April 2016:

Contract Cost	$ 1,626,000
Provisional Item – Unlimited Pedestrian Access	18,900
Engineering Cost	111,000
Contingency (Wellington North Power streetlights, etc.)	25,000
Net HST	31,350
TOTAL	$ 1,812,250

Approved Provincial and Federal Grant Funding for Rick Hopkins Bridge:

GRANTS	Amount
Small Communities Fund - Provincial	$ 496,326
Small Communities Fund - Federal	$ 496,326

Related Township Reserve Balances:

Township of Wellington North	
Funding Analysis April 2015	
	Reserve Balance
Working Capital Reserve	$ 548,170.00
Roads Infrastructure Reserve	$ 180,646.00
Sanitary Life-Cycle Reserve	$ 4,714,509.00

Note: Reserve balances are net of 2016 capital and operating budget transfers.

Considering that the Rick Hopkins Bridge is a high priority capital project for the Township in 2016 and has received approval for a grant contribution totalling $992,652, staff was encouraged to look at viable funding alternatives to cover the additional projected costs of $323,273.

The Working Capital Reserve and Roads Infrastructure Reserve are typically used to finance contingencies and capital costs that arise unexpectedly. However, given the large dollar value required to supplement existing financing for the Rick Hopkins Bridge project, staff felt that depleting these reserves for this purpose was not the most favourable choice for the Township.

The Sanitary Sewer Life-Cycle Reserve was established as part of the Township's long-term capital financing plan to replace the aging sanitary sewage system. To move forward with the Rick Hopkins Bridge project, staff recommends borrowing internally from this reserve while ensuring that the funds are repaid in a manner that aligns with the sewage capital financing needs. A 3 year repayment term is effective in this regard.

In establishing an interest rate for these internally borrowed funds, staff recommends a zero percent rate of interest. Consideration was also given to rates of 1% (rate of interest earned on invested funds) and 1.72% (cost to borrow funds externally through Infrastructure Ontario). The cost to the Township of a 0% interest rate is approximately $6,500 in lost interest income over the 3 year term.

Repayment terms as noted above will result in annual payments of $107,757.67 funded by tax levy through the Roads Department annual budget for the years 2017 – 2019. Repayment of this loan will impact the amount of levy dollars that are available for roads related capital projects in the years 2017 – 2019.

As an alternative to an internal loan, Council may wish to consider deferring one or more roads capital projects that are not deemed as high a priority in 2016, and transfer those funding sources to the Rick Hopkins Bridge project.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes ☐ No ☐ N/A

Which pillars does this report support?

X Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
☐ Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment

Infrastructure rehabilitation is an important component to community growth.

PREPARED BY:	RECOMMENDED BY:
Matthew Aston	*Michael Givens, CAO*
Kimberly Henderson	

MATTHEW ASTON **DIRECTOR OF PUBLIC WORKS**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**
KIMBERLY HENDERSON **TREASURER**	

Schedule A – BM Ross Letter

BMROSS
engineering better communities

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
www.bmross.net

File No. BR496B

March 30, 2016

via email only
maston@wellington-north.com

Matthew Aston
Director of Public Works
Township or Wellington North
7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

Dear Sir

Re: Rehabilitation of Cst. Rick Hopkins Bridge
SCF -0219, Hwy 6 Connecting Link

On March 29 the Township opened four tenders for this contract. The totals, including provisional items and taxes are as follows:

McLean-Taylor Construction Ltd.	$1,961,379.52
Maloney and Pepping Construction Ltd.	$2,180,767.79
Owen King Limited	$2,191,046.33
Clearwater Structures Inc.	$2,354,754.17

Without provisional items or taxes, the following subtotals were offered:

McLean-Taylor Construction Ltd.	$1,575,942.09
Maloney and Pepping Construction Ltd.	$1,758,695.00
Owen King Limited	$1,662,747.05
Clearwater Structures Inc.	$1,806,853.25

The ranking of the bids is the same when considering tenders with, and without the provisional items. A breakdown of the lowest three tenders is attached. There was one small mathematical error in the tender of Owen King Limited. It did not affect the ranking and the values shown above and in the attached tables represent the corrected values.

The grouping of the bids was all very close and only a 12% spread among the lowest three. That suggest competitive pricing and clear specifications. During the tendering period, there were only a few calls from bidders and all could be answered by referring to the tender documents. The close grouping of prices suggests that this represents the true market value of the project and there is likely no advantage to be gained by re-tendering.

BMROSS staff have been involved in many bridge rehabilitation projects with the lowest three bidders. In our opinion, any of these three companies have the resources and experience to successfully complete this contract, and all three have demonstrated good relations with the bridge owners. We did not check any other references.

We are not aware of any reason why you should not accept the low tender of McLean-Taylor Construction Limited.

Budget Considerations

All of the provisional items are optional to the Township and may be deleted from the contract if budgets do not allow. However, we recommend that the $50,000 contingency allowance be maintained in the budget as there is always additional work on projects of this complexity. The first 24 items, not including the provisional items, are all necessary to complete the project and none can reasonably be deleted from the contract. Some items for concrete repair are unit price values and the final cost could be higher or lower, depending on the extent of deterioration.

The low tender, including the contingency allowance, should be $1,625,942.09 plus HST.

The following values represent added features or costs related to utilities and are included in the values above:

- Temporary support of Union Gas line $47,893.00
- Protection of Bell Canada lines $16,761.00
- Street lights, poles, conduit and conductors $18,877.00
- Sidewalk widening $20,000,00 (est'd)

In the most recent grant application, the combined scheduled costs for environmental assessment and engineering design was $75,737. However, the costs to date appear to be under-budget by about $33,684, detailed as follows:

- Engineering and EA screening from April 2014 $37,318
- Expected SVCA permit fee $ 735
- Work in progress $ 4,000 (est'd)

Total $42,053

The work of "supervision" starts on the day of tender opening and was budgeted at $79,218.00 in the grant application. This would be for site review of construction and contract administration. The lowest bidding contractor is an experienced one which reduces the probability of over-runs in site review and contract administration. Also, this budget included some amount for inspection of the sand-blasting and painting. Through the contract specifications, the responsibility for inspection and certification of this work has been transferred to the Contractor and will be reflected in the bid price. For this reason, we feel it would be appropriate to reduce the budget for "supervision" to about $69,000.

Please contact us if you have questions.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per _____
A. I. Ross, P. Eng.

AIR:es

Z:\BR496B-Well_North-Hwy6_Bridge\WP\BR496B-16Mar30 Tender report.docx

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**MICHAEL GIVENS, CAO**

SUBJECT:	**REPORT CAO 2016-008 WELLINGTON NORTH POWER – PROMISSORY NOTE INTEREST RATE**

RECOMMENDATION

THAT Report CAO 2016-008 being a report on Wellington North Power (WNP) – Promissory Note Interest Rate be received for information;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington accepts that Wellington North Power Inc. will continue to pay interest on the balance of the Promissory Note at an annual interest rate of 4.54% as per the Ontario Energy Board's current deemed long-term debt rate effective May 1, 2016.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Resolution No. 10-June 3, 2013

BACKGROUND

In 2000 when WNP inc. was established as a separate corporate entity from the Township, the Township issued a promissory note to the benefit of WNP. The current balance of the promissory note is $985,016. WNP pays the Township quarterly interest payments on the balance.

WNP recently submitted and received approval from the Ontario Energy Board (OEB) for the 2016 Cost of Service rate application. The approval results in revised electricity rates effective May 1, 2016 and covers rates for the next 5 years.

As part of this approval the OEB has also approved the deemed long-term debt rate of 4.54%. This is an increased rate and will result in an increased return on the promissory note for the Township of Wellington North. It is anticipated that this new interst rate will remain in effect until the next Cost of Service rate application that is tentatively scheduled to take place in 2021.

Attached to the report as Appendix A are further details from the CAO of WNP for Councils information.

FINANCIAL CONSIDERATIONS

	INTEREST RATE (%)	ANNUAL PAYMENT
Current	4.41	$43,436
May 1, 2016	4.54	$44,716
	Increase in Return	**$1,280**

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes ☐ No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
X Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment

The Township as the primary shareholder benefits from a return on the promissory note held on behalf of WNP with annual interest payments.

PREPARED BY:	RECOMMENDED BY:
Michael Givens	*Michael Givens, CAO*
MICHAEL GIVENS **CAO**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

Wellington North Power Inc.
290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425
E-mail: customerservice@wellingtonnorthpower.com
www.wellingtonnorthpower.com

April 18, 2016

Attention: **Council of Township of Wellington North**

Item: **Adjustment of Promissory Note Interest Rate paid to Township of Wellington North**

Action: **Resolution from Township of Wellington North Council**

Background:

Promissory Note: Similar to many local electricity distribution companies in Ontario, Wellington North Power Inc. took out a promissory note from the municipality in July 2000 when the utility was transformed into a corporation under the Ontario Business Corporations Act.

Wellington North Power Inc. pays interest on the balance of the Promissory Note to the Township of Wellington North each quarter.

The current annual interest rate is 4.41% based on the deemed long-term debt rate set by the energy regulator, the Ontario Energy Board (the OEB). This interest rate was approved by the OEB in Wellington North Power Inc.'s 2012 Cost of Service rate application and was passed by the Township of Wellington North in Resolution #10 dated June 3, 2013.

Wellington North Power Inc. submitted a 2016 Cost of Service rate application to the OEB, seeking approval for revised electricity rates effective May 1, 2016. The OEB has now approved this application and has approved the deemed long-term debt of 4.54%[i] effective from May 1st 2016 until the date of the next Cost of Service application.

Based on the Promissory Note balance of $985,016, the quarterly interest payment from Wellington North Power Inc. to the Township of Wellington North would increase from $10,859 (4.41% interest rate) to $11,179 (4.54% interest rate).

Proposed Resolution:

That the Council of the Corporation of the Township of Wellington North accepts that Wellington North Power Inc. will continue to pay interest on the balance of the Promissory Note at an annual interest rate of 4.54% as per the Ontario Energy Board's current deemed long-term debt rate effective May 1, 2016 until the date of the next Cost of Service application.

[i] "Cost of Capital Parameter Updates for 2016 Applications" issued by the Ontario Energy Board on October 15,2015, page 1:

Cost of Capital Parameter	Value for Applications for rate changes in 2016
Deemed LT Debt rate	4.54%

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**MICHAEL GIVENS, CAO**

SUBJECT:	**REPORT CAO 2016-009 BELL COMMUNICATIONS TOWER LEASE AGREEMENT-ARTHUR FIRE STATION**

RECOMMENDATION

THAT Report CAO 2016-009 being a report on Bell Communications Tower Lease Agreement-Arthur Fire Station be received for information;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington authorizes the Mayor and Clerk to enter into Wireless Telecommunications Lease with Bell Mobility Inc.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Fire Chief Report-Proposed Bell Tower Installation-December 15, 2014

BACKGROUND

In December of 2014 the Fire Chief presented a report to Council with regards to Bell Mobility replacing their existing telecommunications tower at the Arthur Fire Station with a larger tower to better serve the voice data service needs in Arthur and surrounding areas.

Council at that time passed the below resolution-

THAT the Council of the Corporation of the Township of Wellington North enter into an agreement with Bell, to construct a telecommunications tower at the rear of the Arthur Fire Station, 103 Smith Street, Arthur.

Since that time the CAO with support from the Fire Chief, CBO and the Township solicitor has been negotiating the terms of the agreement.

Key points within the agreement-

- Term- initially 5 years, option to extend for 3 successive 5 year terms
- Township retains ownership of the lands
- Bell Mobility to maintain appropriated insurance and indemnity protecting the Township
- Bell Mobility agrees to pay up to $1000.00 towards legal fees associated with entering into the lease agreement
- Hydro to the tower to be sub metered and paid by Bell Mobility
- Township has right of first opportunity to purchase the tower
- Bell Mobility has agreed to "work cooperatively with the Landlord to provision for the installation of the Landlord's antenna for fire and EMS services in the design and capacity of the Tower."
- Bell Mobility will install the Township's equipment on the tower at no charge to the Township

Bell is proposing a 32 metre self-support tower to replace the existing tower. Bell's consultant has provided the attached sample tower photo (Appendix A).

Included in the agenda is the authorizing by-law and the lease agreement for Council's consideration.

FINANCIAL CONSIDERATIONS

All costs associated with the construction of the new telecommunications tower will be borne by Bell Mobility.

LEASE PERIOD-YEARS	ANNUAL RENT
1 TO 5	$12,000
6 TO 10	$13,200
11 TO 15	$14,520
16 TO 20	$15,972

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes ☐ No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
X Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment

The Township as the primary shareholder benefits from a return on the promissory note held on behalf of WNP with annual interest payments.

PREPARED BY:	RECOMMENDED BY:
Michael Givens	*Michael Givens, CAO*
MICHAEL GIVENS **CAO**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

REPORT CAO 2016-009
APPENDIX “A”

Bell Fire Hall replacement in Shelburne, ON.

Chatsworth, ON Fire Hall Original Tower

Chatsworth, ON Fire Hall New Tower

Dundalk, ON Fire Hall Original Tower

Dundalk, ON Fire Hall New Tower

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**KARREN WALLACE, CLERK**

SUBJECT:	**REPORT CLK 2016-020 BEING A REPORT ON WORKPLACE VIOLENCE AND HARASSMENT POLICY**

RECOMMENDATION

THAT Report CLK 2016-020 being a report on Workplace Violence and Harassment Policy be received for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The Occupational Health and Safety Act (OHSA) provides roles and responsibilities of workplace parties with respect to workplace violence and workplace harassment, including developing and implementing policies and programs. The policy as presented in this report includes changes to the Act that will be effective on September 8, 2016.

Under the OHSA it is the responsibility of the **Township of Wellington North to:**

- Prepare a policy with respect to workplace violence and harassment.
- Review the policies as often as is necessary, but at least annually.
- Post policies in written form at a conspicuous place in the workplace.
- Assess and reassess as often as is necessary the risks of workplace violence that may arise from the nature of the workplace, the type of work or the conditions of work and advise the joint health and safety committee of the results of such assessments.Provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour if the worker can be expected to encounter the person in the course of his or her work and the risk of workplace violence is likely to expose the worker to

physical injury but not disclose more personal information than is reasonably necessary to protect the worker from physical injury.

- Take every precaution reasonable in the circumstances for the protection of workers, if the Township becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace.
- To develop and maintain a program to implement the policy with respect to workplace violence and harassment that includes:
  - measures and procedures to control the assessed risks that are likely to expose a worker to physical injury
  - measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur;
  - measures and procedures for workers to report incidents of workplace violence and/or harassment to the employer or supervisor;
  - measures and procedures for workers to report incidents of workplace violence and/or harassment to a person other than the employer or supervisor, if the employer or supervisor is the alleged harasser;
  - set out how incidents or complaints of workplace violence and/or harassment will be investigated and dealt with;
  - set out how information obtained about an incident or complaint of workplace violence and/or harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law;
  - set out how a worker who has allegedly experienced workplace violence and/or harassment and the alleged offender, if he or she is a worker of the employer, will be informed of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation
- Provide workers with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace violence and workplace harassment.

It is the responsibility of **Employees (Including Managers and Supervisors) to:**

- Comply with this policy at all times to protect themselves and others in the workplace from workplace violence and harassment;
- Participate in training regarding this policy and Township procedures directed at workplace violence and harassment; and
- Fully cooperate in any investigation of complaints or incidents or breaches of this policy.

The Township of Wellington North's current policies were drafted in 2010 in two separate documents.

The policy attached as Schedule "A" meets all the current legislative requirements and combines both policies into one document. The 2010 policies will be repealed and replaced with the current version.

The Wellington North Joint Health and Safety Committee provided input on the policy and has no concerns with the proposed revised policy. The Township solicitor has also reviewed the policy and the suggestions provided have been incorporated into the policy.

In house training for all staff will be provided on the policy.

FINANCIAL CONSIDERATIONS

There is no cost in receiving this report. There will be some financial impact on providing training, however it will be done in house to keep costs down.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes ☐ No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
X Human Resource Plan
☐ Brand and Identity
☐ Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
X Positive Healthy Work Environment

Having up to date Workplace Violence and Harassment policies are in place, and training employees will promote a positive healthy work environment.

PREPARED BY:	RECOMMENDED BY:
Karren Wallace, Clerk	*Michael Givens, CAO*

KARREN WALLACE **CLERK**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

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WORKPLACE VIOLENCE AND HARASSMENT POLICY

DEPARTMENT	CHIEF ADMINISTRATIVE OFFICE	**POLICY NUMBER**	
EFFECTIVE DATE		**LEGISLATIVE AUTHORITY**	**Bill 168** **Occupational Health and Safety Act**
APPROVED BY:	BY-LAW OR RESOLUTION OR DEPARTMENT HEAD		

Contents

POLICY STATEMENT

The Township of Wellington North ("the Township") is committed to providing a safe and healthy workplace. The Township will treat any complaint of workplace harassment or violence as a serious matter.

GOAL

This goal of this policy is to establish measures and procedures to respond to risks, complaints, and instances of workplace violence and/or harassment. This policy is intended to ensure all complaints are handled in a timely and equitable manner.

SCOPE AND APPLICATION

This policy applies to all Township workers and also addresses instances of workplace violence or harassment perpetrated against Township workers by members of the public.

DEFINITIONS

COMMITTEE APPOINTEE
Includes any appointee to any Committee in the Township or any person acting for the municipality on any committee.

DOMESTIC VIOLENCE
The exercise of physical force that could cause physical injury, an attempt to exercise physical force that could cause physical injury, or a statement or behavior that is reasonably interpreted by its target as a threat to exercise physical force that could cause physical injury by a person who has a personal relationship with a worker, such as a spouse or former spouse, current or former intimate partner or a family member.

ELECTED OFFICIAL
Includes any elected official.

JOINT HEALTH AND SAFETY COMMITTEE
A committee of workers and management whose role it is to identify sources of danger or hazards to workers and make recommendations to the employer for the protection of workers' safety.

MEMBER OF THE PUBLIC
Any individual who is in a municipal workplace who is not a worker.

WORKER
Includes all full-time employees, part-time employees, union employees, non-union employees, elected officials, committee appointees, contractors, interns, supervisors and managers who perform work for the Township of Wellington North.

WORKPLACE
Any land, premises, location or thing at, upon, in or near which a worker works.

WORKPLACE HARASSMENT
Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or workplace sexual harassment;

Workplace harassment does not include a reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace.

WORKPLACE SEXUAL HARASSMENT
Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome,

or

Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

WORKPLACE VIOLENCE

- The exercise of physical force by a person against or a worker, in a workplace that causes or could cause physical injury to the worker;
- An attempt to use physical force against a worker, in a workplace, that could cause physical injury to the worker;
- A statement or behavior that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

GENERAL RESPONSIBILITIES OF WORKERS

1. **Compliance:** It is the responsibility of all workers to comply with this policy at all times to protect themselves and others in the workplace from workplace violence and harassment;

2. **Cooperation:** It is the responsibility of all workers to fully cooperate in any investigation of complaints or incidents or breaches of this policy.

3. **Training:** It is the responsibility of all workers to participate in any training session conducted by the Township regarding this policy.

GENERAL RESPONSIBILITIES OF THE TOWNSHIP

1. **Written Policy:** The Township shall prepare a policy with respect to workplace violence and workplace harassment.

   This document satisfies that duty.

2. **Review of Written Policy:** The Township shall review the policy with respect to workplace violence and workplace harassment as often as is necessary, but at least annually.

   It shall be the responsibility of the Joint Health and Safety Committee to undergo a review of this policy as often as is necessary, but at least annually and make recommendations to the Chief Administrative Officer in accordance with that review.

3. **Posting of Policy:** This policy shall be in written form and shall be posted at a conspicuous location in the workplace.

   It shall be the responsibility of each department head to ensure this policy is posted at a conspicuous location within their department.

4. **Assessment of Risks of Violence:** The Township shall assess the risks of workplace violence that may arise in the workplace and reassess as often as is necessary to ensure that this policy and the program implementing this policy continue to protect workers from workplace violence.

   Each department, under the leadership of the department head, shall assess the risks of workplace violence that may arise from the nature of the workplace, the type of work or the conditions of the work. A Risk Assessment Form is attached as Schedule "A" to this policy. The assessment shall take into account circumstances that would be common to similar workplaces and circumstances specific to the workplace as well as possible mitigation that the employer can provide. A reassessment of the risks of workplace violence shall be conducted as often as is necessary to ensure that the policy continues to protect workers from workplace violence.

   The results of all risk assessments and reassessments shall be submitted to the Joint Health and Safety Committee.

5. **Information and Instruction:** The Township shall provide workers with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace violence and harassment.

   It shall be the responsibility of the Chief Administrative Officer to ensure all workers are provided appropriate instruction and information regarding the Workplace Harassment Policy and Program.

6. **Information – Workplace Violence:** The Township shall provide information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour if the worker can be expected to encounter that person in the course of his or her work and the risk of workplace violence is likely to expose the worker to physical injury. The Township shall not disclose more personal information than is reasonably necessary in the circumstances to protect a worker from physical injury.

   In circumstances where the risk of workplace violence is not imminent, it shall be the responsibility of the Chief Administrative Officer to determine what personal information, if any, shall be provided to workers to protect them from physical injury.

   In circumstances where the risk of workplace violence is imminent, the worker with information about the risk shall disclose the personal information that is reasonably necessary to protect a worker from physical injury.

7. **Precautions – Domestic Violence:** If the Township becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Township shall take every precaution reasonable in the circumstances for the protection of the worker. This could include but is not limited to:

   - Creating a safety plan
   - Contacting the police
   - Establishing enhanced security measures such as a panic button, code words, and door and access security measures
   - Screening calls and blocking certain email addresses
   - Setting up priority parking or providing escorts to your vehicle

8. **Reprisal:** This policy prohibits reprisals against workers who have made good faith complaints, provided information regarding a complaint or incident of workplace violence or harassment or who have followed the procedures outlined in the policy. Any worker who must leave the workplace

due, in their opinion, to an imminent threat of violence will not be penalized with a loss of pay or other penalties.

Employees who engage in reprisals or threats of reprisals may be disciplined up to and including dismissal from employment.

In order to protect employees from possible reprisals identifying information about any individuals involved shall not be disclosed unless the disclosure is necessary for the purpose of investigation or taking corrective action or is otherwise required by law.

A worker who makes a false complaint or otherwise abuses this policy may be disciplined up to and including dismissal from employment. Such discipline is not a reprisal or breach of this policy.

9. **Program:** The Township shall develop and maintain a program to implement this policy with respect to Workplace Violence and Workplace Harassment.

The Program implementing this policy follows.

WORKPLACE VIOLENCE PROGRAM

CONTROL OF RISKS

1. If the Chief Administrative Officer and/or department heads are notified of risks of workplace violence, they shall take all reasonable precautions in the circumstances to control the risks that are likely to expose a worker to physical injury. This could include but is not limited to:

    a. Separating workers
    b. Removing an individual from a Township workplace
    c. Creating a safety plan
    d. Contacting the police
    e. Establishing enhanced security measures
    f. Screening calls and blocking certain email addresses
    g. Setting up priority parking

SUMMONING IMMEDIATE ASSISTANCE

2. Any worker who **witnesses** or **experiences** workplace violence or who feels in imminent danger shall:
    a. ensure they are in a safe location which may include leaving the workplace;
    b. if, in their opinion, the situation warrants, contact the police by dialing 911;
    c. follow the reporting procedures that follow

REPORTING WORKPLACE VIOLENCE

3. A worker shall report acts of workplace violence to the immediate Department Head by completing an Incident Report Form (Schedule “B”) as soon as is reasonably possible.

4. If the worker does not have a Department Head or if the immediate Department Head is the alleged perpetrator of the incident, the worker can submit the Incident Report Form to the Chief Administrative Officer.

5. If the Chief Administrative Officer and the Immediate Department head are the alleged perpetrators, the worker can submit the Incident Report Form to any two department heads.

INVESTIGATION OF WORKPLACE VIOLENCE COMPLAINT

6. The CAO and a Department Head or two Department Heads shall commence an investigation of the incident to determine the merit of the claim within 3 days of receiving the Incident Report Form. The investigation may include interviewing the individual filing the incident report, the individual against whom the report was made and any witnesses to the incident. The Township may engage the services of an external investigator in appropriate circumstances.

7. Any identifying information about any individuals involved in the incident shall not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law.

8. The investigators shall provide written notice within 5 days of the completion of the investigation to the complainant and the alleged perpetrator, if he or she is a worker, of the outcome of the investigation and any remedial or corrective action that has taken place and/or will continue to take place.

WORKPLACE HARASSMENT PROGRAM

REPORTING WORKPLACE HARASSMENT

1. A worker shall report acts of workplace harassment to the immediate Department Head by completing an Incident Report Form (Schedule “B”) as soon as is reasonably possible.

2. If the worker does not have a Department Head or if the immediate Department Head is the alleged perpetrator of the incident, the worker can submit the Incident Report Form to the Chief Administrative Officer.

3. If the Chief Administrative Officer and the Immediate Department head are the alleged perpetrators, the worker can submit the Incident Report Form to any two department heads.

INVESTIGATION OF WORKPLACE HARASSMENT COMPLAINT

4. The Chief Administrative Officer and a Department Head or two Department Heads shall commence an investigation of the incident that is appropriate in the circumstances to determine the merit of the claim within 3 days of receiving the Incident Report Form. The investigation may include interviewing the individual filing the incident report, the individual against whom the report was made and any witnesses to the incident. The Township may engage the services of an external investigator in appropriate circumstances.

5. Any identifying information about any individuals involved in the incident shall not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law.

6. The investigators shall provide written notice within 5 days of the completion of the investigation to the complainant and the alleged harasser, if he or she is a worker, of the outcome of the investigation and any remedial or corrective action that has taken place and/or will continue to take place.

SCHEDULE "A" – HAZARD RISK ASSESSMENT FORM

This Form must be completed for each work area.
An occupational hazard is a thing or situation with the potential to harm a worker. Occupational hazards can be divided into three categories:

- Safety hazards that cause accidents that physically injure workers;
- Health hazards which result in the development of disease.
- Harassment or violence that take place in or effect employees in the workplace

Please see second page for an explanation of hazard ranking, and total risk.

Description of Work Area:	Assessment Performed By: Name:_____ Signature:_____	Date of Assessment:

Description of Hazard or Unsafe Work Activity	Severity (1-3)	Probability of Incident Occurrence (1-3)	Frequency of Exposure (1-3)	Total (S+P+F)	Total Risk	Controls in Place			Follow-Up Action Required (If any)
						Engineering (e.g. remove/isolate hazardous material, ventilation, substitute)	Administrative (e.g. establish policy to reduce risk, training)	PPE	

General Guidelines

Hazard ranking will be based upon the severity of the hazard, the probability of the incident occurring in the workplace, and the frequency of exposure to the hazard. Please refer to the following table regarding numerical application of hazard ratings. Please apply a rating based upon your best judgment of the workplace and workplace hazards.

	1	2	3
Severity	First-Aid required and/or minor property damage	Lost-time injury and or significant property damage	Permanent disability or fatality. Major property damage sustained
Probability of Incident	Unlikely to Occur	Could Occur	Immanent if not Attended to
Frequency of Exposure	Rarely (less than one month)	Often (once a week or more)	Everyday

To compute a total please add columns: severity, probability of incident and the frequency of exposure for each hazard. Total risk is based upon these totals. A total of:

7, 8, 9 = High Risk – requires immediate attention

5 or 6 = Moderate Risk – requires attention.

3 or 4 = Low Risk – Monitor the hazard, ensure risk does not increase.

SCHEDULE "B" INCIDENT REPORTING FORM

THE TOWNSHIP OF WELLINGTON NORTH
7490 Sideroad 7 W, PO Box 125,
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PERSONAL INFORMATION OF THE INDIVIDUAL FILING THE INCIDENT REPORT			
NAME		PHONE/EX	
DEPARTMENT		EMAIL	
NATURE OF INCIDENT	☐ Harassment	☐ Violence	
INDIVIDUAL NAMED AS INSTIGATING THE INCIDENT			
INCIDENT DETAILS	Date:	Time:	Location:
Explain the incident with as much detail as possible. Attach additional pages if necessary			
Did you ask the individual to stop the behaviour? ☐ Yes ☐ No	If not why not?		
WITNESS(ES)	NAME:	NAME:	
	CONTACT:	CONTACT:	
What action/result would you like to see as an outcome of this incident?			
NAME:	SIGNATURE:	DATE:	

Identifying information about any individuals involved shall not be disclosed unless the disclosure is necessary for the purpose of investigation or taking corrective action or is otherwise required by law.

This incident report form should be sent in a sealed envelope to a/your Department Head and/or CAO

Cont'd Pg 2

DEPARTMENT HEAD/CAO USE			
NAME OF INVESTIGATOR		NAME OF INVESTIGATOR	
DEPARTMENT		DEPARTMENT	

Individuals interviewed (attached an additional page if needed)	
NAME:	NAME:
CONTACT:	CONTACT:
DATE OF INTERVIEW:	DATE OF INTERVEW:
NAME:	NAME:
CONTACT:	CONTACT:
DATE OF INTERVIEW:	DATE OF INTERVIEW:

Did you find the complaint was substantiated?	☐ Yes	☐ No

Describe injuries if any	
Describe nature of threats if any	
Describe property damage if any	
Describe nature of harassment or inappropriate behaviour if any	

Explain what has been done to prevent a recurrence of a similar nature.

Was disciplinary action taken?	☐ Yes	☐ No
Was a record of the action taken placed in employee file	☐ Yes	☐ No
Is follow up or monitoring needed?	☐ Yes	☐ No

Was written notification of the outcome provided to:				
☐ Employee who filed the incident report	☐ Employee about whom the report was filed	☐ Department Head	☐ CAO	☐ Other

NAME:	SIGNATURE:	DATE:
NAME:	SIGNATURE:	DATE:

Identifying information about any individuals involved shall not be disclosed unless the disclosure is necessary for the purpose of investigation or taking corrective action or is otherwise required by law.

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**KARREN WALLACE, CLERK**

SUBJECT:	**REPORT CLK 2016-021 BEING A REPORT ON OFF-ROAD VEHICLES (ORV) ON ROADS IN THE TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT Report CLK 2016-021 being a report on Off-Road Vehicles (ORV's) on roads in the Township of Wellington North be received;

AND FURTHER THAT staff be directed to notify the Wellington County Police Services Board, the County of Wellington-Roads Department, the Town of Minto and the Township of Mapleton that the Township of Wellington North supports permitting ORV's on municipally owned roads;

AND FURTHER THAT staff be directed to prepare a draft by-law to regulate the use of permitted Off-Road Vehicles (ORV's), as defined in O. Reg. 316/03, on Highways under the Care and Control of the Township of Wellington North, said by-law to be circulated with the above referenced notice.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Report CLK 2015-056 being a report on All Terrain Vehicles (ATV's) on roads in the Township of Wellington North: received for information

BACKGROUND

Report CLK 2015-056 being a report on All Terrain Vehicles (ATV's) on roads in the Township of Wellington North provided information on the legislative requirements that permits municipalities to pass by-laws permitting ATV's also known as ORV's on municipal roads.

Key Legislation-

- Section 191.8 of the *Highway Traffic Act*, R.S.O. 1990 c. H.8, as amended,
- O. Reg. 316/03 as amended, Operation of Off-Road Vehicles on Highways

On January 20, 2016, the Wellington County Ontario Provincial Police held an information session on the laws in Ontario surrounding driving ORV's on roads with at least 40 people in attendance. A second meeting was held in Puslinch in early April.

Staff in the Township of Mapleton and the Town of Minto indicate there is no movement at this time to permit ORV's on their municipal roads.

If the Township of Wellington North is the only municipality in Wellington County that passes a by-law, enforcement would be our responsibility. Wellington County OPP will not enforce a lower tier municipal ORV by-law unless the County institutes such a by-law. Without parallel by-laws being implemented by the County, Town of Minto and Township of Mapleton, there may be operator confusion as ORV's would only be permitted on Township of Wellington North roads, not County or neighbouring municipally owned roads.

The police would continue to enforce violations by ORV operators under the Highway Traffic Act for things such as speeding, registration, licensing, etc. They would also deal with trespassing on private property. It would be easier for the OPP if the entire County or at least the northern part of the County permitted ORV's on roads as the County could then request enforcement under their policing contract and there would one by-law to enforce.

Our insurer advises from a liability and risk management perspective they do not recommend the municipality passing a by-law to permit ORV's on municipal roads, however if the municipality does pass a by-law, they would consider this a material change in risk and would need:

- a detailed listing of how the municipality intends to monitor and enforce the by-law
- provide educational training and awareness to ATV and ORV owners and drivers
- signage would need to placed
- a total inspection and review of the suitability of each and every road would be mandatory before allowing this use so that the municipality would have written records to use as a defense in the courts if needed.

A brief survey of other municipalities shows for the most part there have been no issues of significance experienced after passing by-laws.

MUNICIPALITY	INSURANCE INCREASE	ISSUES	OTHER
Ramara	No	speeding; trespassing; lawsuit	Signage is important
Severn	yes	None	
Melancthon	No	None	
Innisfil	No	Some, nothing specific	Police blitz problem areas
Meaford	No	None	Work with County
Bracebridge	unknown	Speeding, minors	Issues less than anticipated
Southgate	No	A few complaint	

FINANCIAL CONSIDERATIONS

Receiving this report for information has no financial implications.

Council should note the following financial implications may be realized should a by-law be passed permitting Off-Road Vehicles on municipal roads including an increase in liability insurance premiums, signage, repair of damages on shoulders of the roads and enforcement.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes ☐ No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
X Strategic Partnerships
x Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment

PREPARED BY:	RECOMMENDED BY:
Karren Wallace, Clerk	*Michael Givens, CAO*
KARREN WALLACE **CLERK**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**DARREN JONES** **CHIEF BUILDING OFFICIAL**

SUBJECT:	**CBO 2016-04 BUILDING PERMIT REVIEW** **PERIOD ENDING FEBRUARY 29, 2016**

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Building Permit Review for the period ending February 29, 2016.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. CBO 2016-02 Building Permit Review Period Ending January 31, 2016

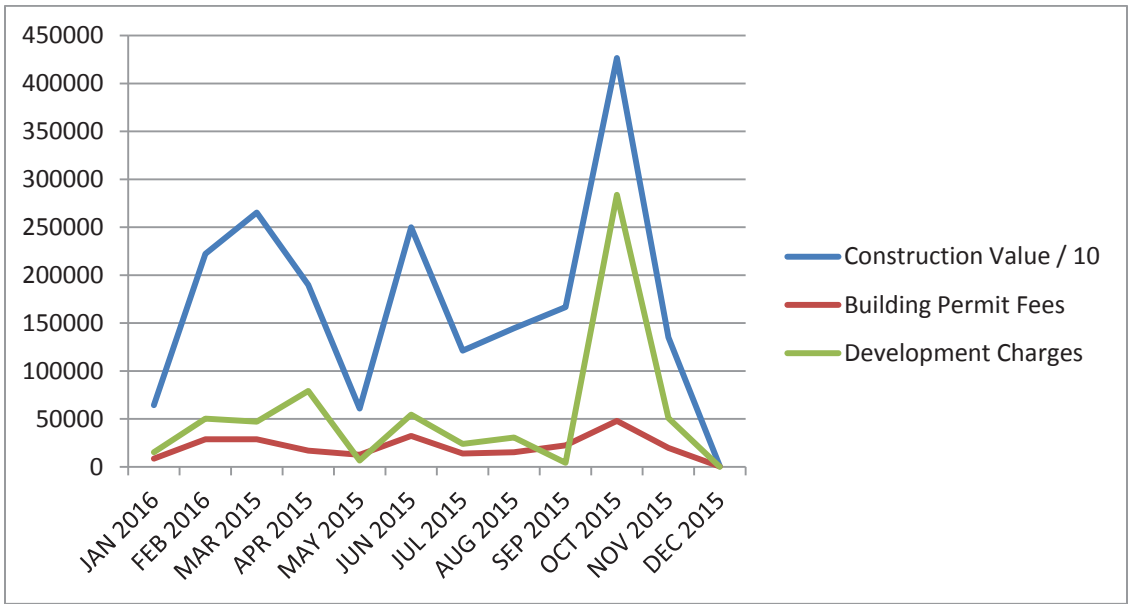
BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	4	1,095,000.00	11,148.48	34,916.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	1	20,000.00	515.00	0.00
Garages / Sheds	1	4,000.00	153.60	0.00
Pool Enclosures / Decks	1	2,000.00	158.92	0.00
Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	1	100,000.00	1,555.00	0.00
Institutional	1	35,000.00	710.00	0.00

Agricultural	1	300,000.00	4,927.00	0.00
Sewage System	2	13,000.00	1,018.00	0.00
Demolition	1	10,000.00	127.00	0.00

Total February 2016	13	1,579,000.00	20,313.00	34,916.00
Total Year to Date 2016	22	2,223,003.00	28,846.21	50,260.00

12 Month Average	17	1,706,447.08	20,644.07	53,888.85



10 Year Monthly Average	7	983,118.00	8,483.15	5,947.60
10 Year, Year to Date Average	13	1,340,199.30	12,055.75	9,448.35

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

This report does not directly relate to the implementation of the Township of Wellington North Strategic Plan.

Do the report's recommendations advance the Strategy's implementation?

☐ Yes **X** No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
☐ Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment
X None

PREPARED BY:	**RECOMMENDED BY:**
Darren Jones	Mike Givens
DARREN JONES **CHIEF BUILDING OFFICIAL**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

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TO:	**MAYOR AND MEMBERS OF COUNCIL** **MEETING OF APRIL 18, 2016**

FROM:	**DARREN JONES** **CHIEF BUILDING OFFICIAL**

SUBJECT:	**CBO 2016-05 BUILDING PERMIT REVIEW** **PERIOD ENDING MARCH 31, 2016**

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Building Permit Review for the period ending March 31, 2016.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. CBO 2016-04 Building Permit Review Period Ending February 29, 2016

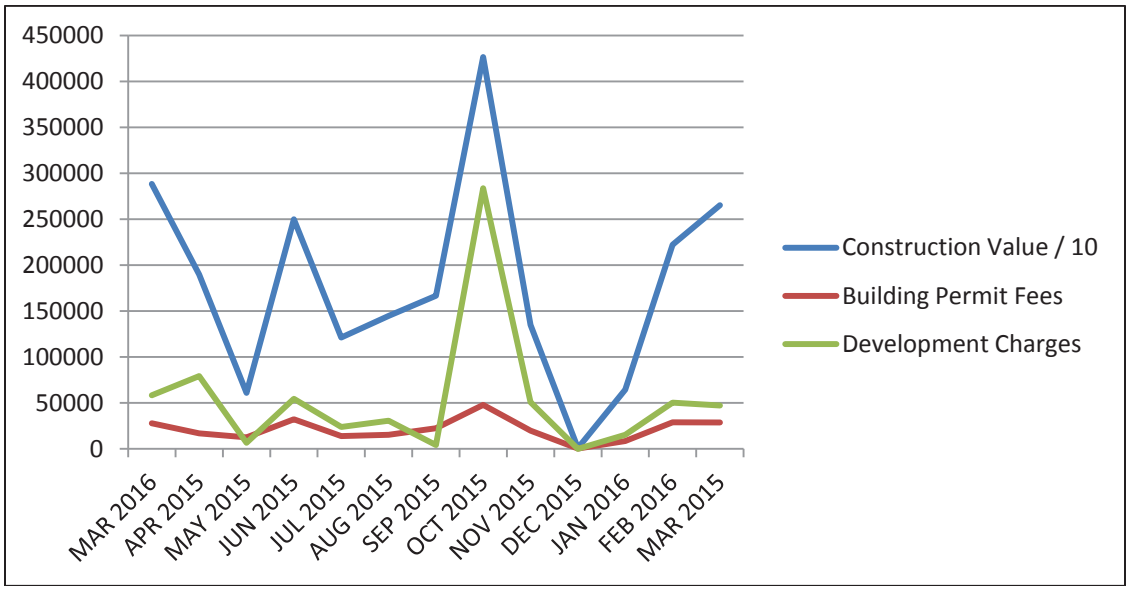
BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	5	1,520,000.00	16,528.38	46,032.00
Multi Family Dwelling	2	425,000.00	6,098.05	12,274.00
Additions / Renovations	1	90,000.00	761.88	0.00
Garages / Sheds	0	0.00	0.00	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00
Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	1	700,000.00	1,718.46	0.00

Agricultural	5	74,000.00	1,135.65	0.00
Sewage System	3	66,000.00	1,527.00	0.00
Demolition	1	10,000.00	127.00	0.00

Total March 2016	18	2,885,000.00	27,896.42	58,306.00
Total Year to Date 2016	40	5,108,003.00	56,742.63	108,566.00

12 Month Average	19	1,725,734.58	20,527.97	54,815.18



10 Year Monthly Average	19	1,824,508.60	18,528.62	38,086.49
10 Year, Year to Date Average	29	3,414,869.90	30,671.28	46,762.24

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

This report does not directly relate to the implementation of the Township of Wellington North Strategic Plan.

Do the report's recommendations advance the Strategy's implementation?

☐ Yes **X** No ☐ N/A

Which pillars does this report support?

☐ Community Growth Plan
☐ Human Resource Plan
☐ Brand and Identity
☐ Strategic Partnerships
☐ Community Service Review
☐ Corporate Communication Plan
☐ Positive Healthy Work Environment
X None

PREPARED BY:	**RECOMMENDED BY:**
Darren Jones	Mike Givens
DARREN JONES **CHIEF BUILDING OFFICIAL**	**MICHAEL GIVENS** **CHIEF ADMINISTRATIVE OFFICER**

Communiqué

From the desk of: **March, 2016** **# 029**

Fire Chief:

1. Renovations at Station 120 will begin shortly. There will be an increase in vehicle traffic around the fire station so please be extra careful.
2. The Hiring process for the FPO/ Firefighter is now complete. There is a report going to council soon, with a recommendation. I will certainly advise when the position is filled.
3. Annual vehicle inspections are complete. We now have a schedule where the vehicle inspections are spread out over 2 months.
4. The 2016 firefighter recruit training is well underway. Lots of positive feedback. This year all our fire fighters will be certified. I really appreciate everyone's effort. Great Stuff.
5. Chandler England will be joining us in April and among other things will be re-formatting the Standard Operating Guidelines and the Section 21 Guidance Notes.
6. **ALL** Items for the Communique **must** be delivered to the Fire Chief **NO LATER** than the 5th of each month. Your efforts are greatly appreciated!!
7. **REMINDER.** Please advise who is **Command** when you arrive on scene. **WE NEED TO KNOW WHO IS IN CHARGE!**

"STAY SAFE"

Communiqué

FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to March 31 for the years 2015 and 2016				
	2015		*2016*	
	Fatal fires	*Fatalities*	*Fatal fires*	*Fatalities*
Ontario fatal fires (except federal and First Nations properties) from January 1 to April 4	35	39	15	18
Fatal fires on federal or First Nations properties from January 1 to April 4	2	2	1	9
Total	37	41	16	27

Respectfully;

Fire Chief

"Everyone thinks of changing the world, but no one thinks of changing himself."
— **Leo Tolstoy**

Communiqué

ARTHUR STATION: **March Fire Report 2016**

The Arthur Station responded to14 calls for assistance during the month.

Arthur (7).....	3-Hydro Lines Down/Arcing 2-Alarm 2-Co/Smoke Alarm
Township (6).....	1-Grass Fire 1-Hydro Lines Down/Arcing 3-Vehicle Collision 1-Medical
Mapleton (1).....	1-Hydro Lines Down/Arcing

Center Well. (0)

Dufferin (0)

Practice/ Meetings:

Mar 8, 2016 (16) members were present
Mar 15, 2016 (13) members were present
Mar 29, 2016 (17) members were present

Wild land fire presentation at Mount Forest station by Tim Engel. Mar 22
Driver Training was conducted. Mar 2nd, 9th, 12th, 16th, 19th, and 23rd

Respectfully submitted by,

Bill Hieber

Communiqué

MOUNT FOREST STATION: **March Fire Report 2016**

The Mount Forest Station responded to 17 calls for assistance during the month.

Mount Forest (5).....	3-Medical 1-Alarm 1-Vehicle Fire
The Township (4).....	2-Hydro Lines Down/Arcing 1-Vehicle Collision 1-C/O Smoke Alarm
Southgate (7).....	2-Hydro Lines Down/Arcing 1-Vehicle Collision 1-Investigation (Smell of Smoke) 3-Medical
West Grey (1).....	1-Public Assist
Minto TWP (0)	

Practice/ Meetings:

Mar 8, 2016 (18) members present
Mar 15, 2016 (14) members present
Mar 29, 2016 (18) members present

Wild land fire presentation at mount forest station by Tim Engel. Mar 22

Respectfully submitted by,
Acting Station Chief
Bill Hieber

Communiqué

Fire Prevention/Public Education

FIRE SAFETY TALKS

Seniors Group, Arthur

ROUTINE INSPECTIONS

Nursing Centre, Mount Forest

REQUEST INSPECTIONS

Group Home, Southgate

Group Home, Mount Forest

Chip Truck, Arthur (3 follow-ups)

COMPLAINT INSPECTIONS

Industrial, Arthur (2 site visits)

Burn barrel issue, Mount Forest

Communiqué

FIRE SAFETY PLAN REVIEWS

(0)

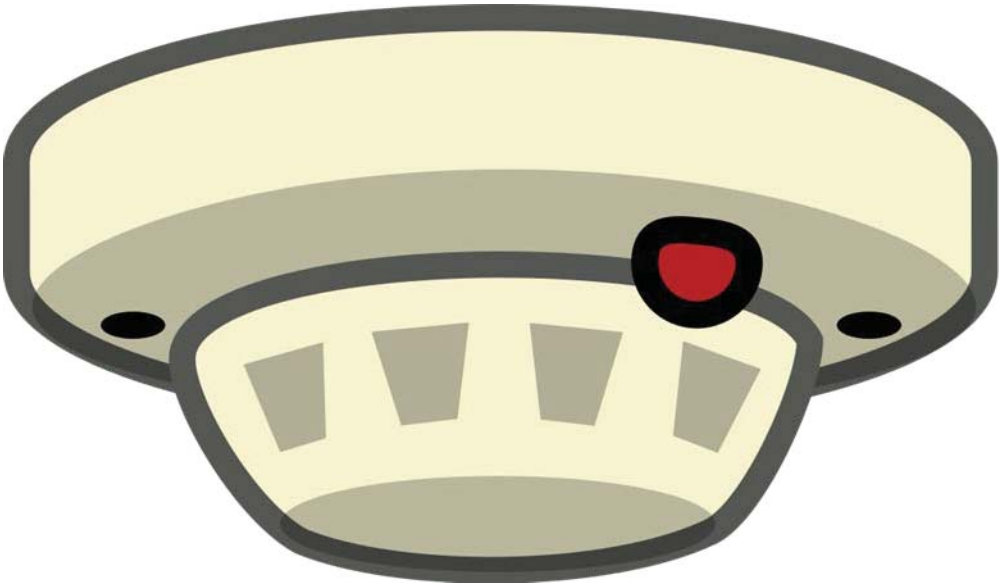
FIRE INVESTIGATIONS

(1) Vehicle Fire, Arthur

(1) Restaurant Fire, Mount Forest

VULNERABLE OCCUPANCY FIRE DRILLS

Mount Forest (2)



"TEST YOURS *TODAY*"

Communiqué

TRAINING DIVISION:

Hello Wellington North Fire

Eric and I met on Monday April 4th, talked about and laid out our next few months training.

Mother Nature is still playing around a bit, but I don't think it is that bad, that we can't be out, for hands on training which is always good. Please keep reviewing your ladder carries, raises, and tying off, also keep on building your Blood Pressure reading skills for those few calls that we can get in there and complete that task and if anything gives us a little bit of self-appreciation.

Still a Reminder to all Drivers Please review the SOG 209 Truck Placement. If you do not have a copy please see your station Coordinator he will be happy to get one for you.

Recruits have done 2 weekend training sessions now, I trust they are all doing well?

CAO Mike Givens and I attended the first day Training at Fergus Station for a couple hours, Thanks to Mike for the show of support there, also good to see a few different Departments from the county there.

DZ licensing, This needs to Happen for any that still do not have, if you are in need of any assistance please let your Station Coordinator know so we can help however possible.

Well I believe that is all for now.

Thanks

Mike Lucas

Training Committee Chair

Don't Just be Safe

Make It Safe

Communiqué

Wellington North Fire Training Schedule

April 19/16 – Hydrant and Ladder

April 26/16 – Rural Water/ Relay / Dry run

May 10/16 – Review SOG 209 Emerge Scene Truck Placement as Rain Train

May 17/16 – Rural Water Full out Wet and Ladder

Mar 31/16 – Hydrant and Ladder

June 7/16 – Site Visit ½ Both Stations to Maple Lane and Ivan Transport / Other ½ of Both Stations on TBD

June 14/16 – Station Switch from Previous

June 28/16 – Rural Water Relay/ Wet and Ladders

July 5/16 – Medical Review - CPR, Patient Work up

July 19/16 – Joint Training Rural Water The Complete Setup

Communiqué

Public Education

COMMITTEES:

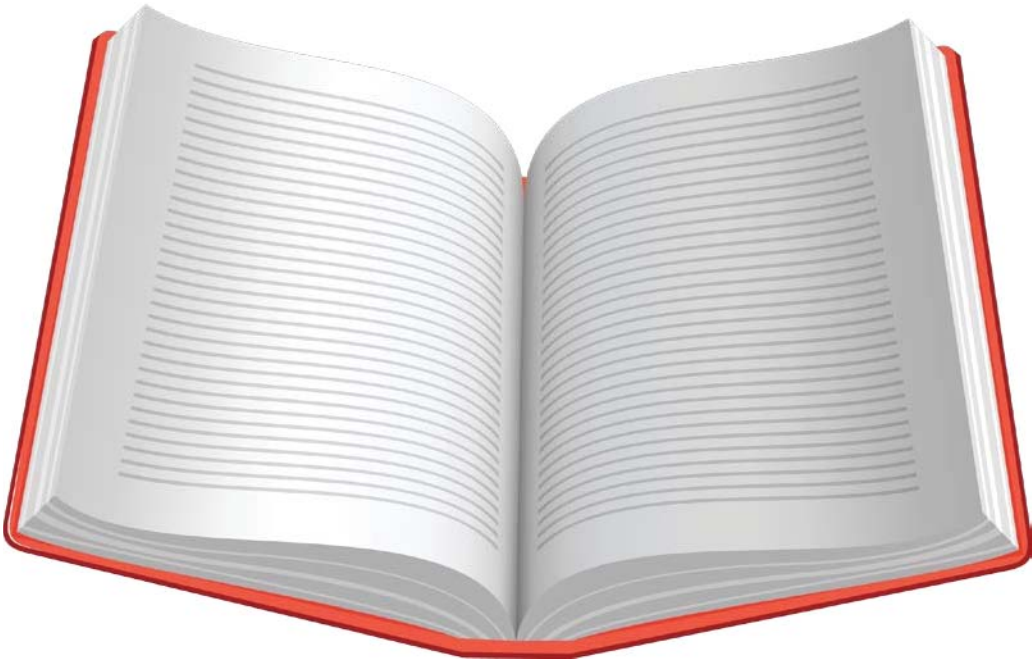
Earth day clean up April 22.

A public safety meeting is being scheduled for next month. Anyone with ideas or suggestions please forward to Marco as soon as possible as he is preparing the agenda.

Marco Guidotti.

Chair

"SAVING LIVES THROUGH EDUCATION"



Communiqué

Truck and Equipment

Nothing to report at this time.

Curtis Murphy
Committee Chair.

Communiqué

Health & Safety

Nothing to report

Next Meeting: May, 2016. Arthur.

Regards
OH&S Committee

Communiqué

From the desk of:

<u>Station Coordinator Don Irvine:</u>

Good morning. Just a few things from my desk for last month. First of all, a huge thanks to those who responded to the ice storm calls that took time away from your families and your sleep. Just shows how committed to our community we can be. Thanks again.

Next we have 2 firefighters from Mount Forest, firefighter Steve Corley, and firefighter Mike Cooper who are enrolled in the County Recruit Class for 2016. Once they are complete, we have successfully completed our roster with certified firefighters. I remember a few years ago sitting in a County Training Officer's meeting discussing this very idea of being one of the few Counties in the Province of Ontario who will have all stations with certified firefighters when we develop and implement this training. I'm proud to say it was an idea that everyone bought into. The ones that have not attended the recruitment training have enough experience in years to be grandfathered into the system. All of this couldn't have been possible without the hard work and extra time dedicated by our County Training Co-ordinator, Jon Karn. I really appreciate what Fire Chief Dave has done to make this happen. I certainly hope everyone appreciates his efforts!

As I near the end of my career with the Wellington-North Fire Service, I just want to remind you that I am still the station coordinator and will be so until May last minutes of service. My final date is May 31, 2016. Until then, to me it's business as usual. Please continue to forward all concerns to me until then.

Please have all monthly reports submitted by the 5th of each. To:

dave@adsfireservicepro.com

Next communiqué will be April 8th, 2016

"Pride and Passion"

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, March 30, 2016 at 8:30 am

Members Present:
Co-Chair Councillor Steve Councillor McCabe
Co-Chair Councillor Dan Yake
Mayor Andy Lennox
Sherry Councillor Burke, Councillor

Staff:
Michael Givens, CAO
Matthew Aston, Director of Public Works
Dale Clark, Road Superintendent
Barry Trood, Water& Sewer Superintendent
Michelle Stone, Administrative Support

CALLING THE MEETING TO ORDER

Co-Chair Councillor Yake called the meeting to order at 8:30 am.

ACCEPTANCE OF AGENDA

RESOLUTION PW2016-014
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT THE *Agenda for the March 30, 2016 Public Works Committee Meeting be accepted and passed*.
CARRIED

DECLARATIONS OF PECUNIARY INTEREST:

None Declared

APPROVAL OF MINUTES

RESOLUTION PW2016-015
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT THE *Minutes from the February 9, 2016 Public Works Committee Meeting be received as information.*
CARRIED

DELEGATIONS

Calvin Metcalfe re Township Road Allowances
Mr. Metcalfe gave a brief background regarding his request to purchase on open road allowances in the Township. Staff were directed to investigate further and report.

BUSINESS ARISING FROM MINUTES

ROADS

PW 2016-018
RESOLUTION PW2016-016
Moved by: Councillor Burke
Seconded by: Councillor McCabe

THAT *Report PW 2016-018 being a report on the rehabilitation of the Wellington Street West sidewalk at the Post Office in Mount Forest be received;*
CARRIED
Staff was directed to contact Canada Post regarding their ownership of parts of the property involved and also to consider issues of non-compliance. Staff will also communicate with the Business Improvement Area Association and the Mount Forest Chamber of Commerce.

PW2016-019
RESOLUTION PW2016-017
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT *Report PW 2016-019 being a status update on the design for Elgin Street South and King Street West in Mount Forest be received;*
AND FURTHER THAT *the Public Works Committee direct staff to engage a qualified person to further analyze the contaminated soils identified during the project's geotechnical study at an estimated cost of $30,000 plus applicable taxes.*
CARRIED

PW2016-020
RESOLUTION PW2016-018
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT *Report PW 2016-020 being a report on the 2016 OGRA / ROMA Combined Conference be received for information.*
CARRIED

PW2016-023
RESOLUTION PW2016-019
Moved by: Councillor McCabe
Seconded by: Mayor Lennox
THAT *Report PW 2016-023 being a report on the Township's 2016 Brush Program be received;*
AND FURTHER THAT *the Public Works Committee recommend the Council of the Township of Wellington North direct staff to implement Option 1B and Option 5B for 2016.*
DEFEATED

PW2016-023
RESOLUTION PW2016-020
Moved By: Councillor Burke
Seconded By: Councillor Yake
THAT THE *Report PW 2016-023 being a report on the Township's 2016 Brush Program be received;*
AND FURTHER THAT *the Public Works Committee recommend the Council of the Township of Wellington North direct staff to implement Option 4 and Option 5B for 2016.*
DEFEATED

PW2016-023
RESOLUTION PW2016-021
Moved By: Mayor Lennox
Seconded By: Councillor McCabe
THAT THE *Public Works Committee receive Report PW 2016-023 for information;*
AND FURTHER THAT *the Public Works Committee direct staff to bring the report to a future meeting of Council.*
CARRIED

PW2016-024
RESOLUTION PW2016-022
Moved by: Councillor Burke
Seconded by: Councillor McCabe

THAT *Report PW 2016-024 being a report on the rehabilitation of the Rick Hopkins Bridge in Mount Forest be received for information.*
CARRIED

PW2016-026
RESOLUTION PW2016-023
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT *Report PW 2016-026 being a report on 2016 Contractor Winter Maintenance cost be received from information.*
CARRIED
This is a follow up to the February 9, 2016 Public Works Committee Meeting. Staff was directed to look at the cost for the Mount Forest Arena, the Mount Forest Curling Club and the Waste Water Treatment Plant Winter Maintenance and report back to the committee.

PW2016-028
RESOLUTION PW2016-024
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT *Report PW 2016-028 being a report on the County Roads Maintenance Agreement be received; OPTION 1*
AND FURTHER THAT *the Public Works Committee recommend the Council of the Township of Wellington North to authorize the Mayor and Clerk to execute the County Roads Maintenance Agreement as presented;*
AND FURTHER THAT *the Public Works Committee recommend the Council of the Township of Wellington North direct staff to communicate its decision with Wellington County.*
CARRIED

Councillor Councillor McCabe assumed the Chair.

WATER AND SEWER

DELEGATIONS
Mark Anderson from the Grand River Conservation Authority (GRCA) with Matthew Aston, Director of Public Works presented a brief synopsis that they felt would help with the awareness and status on Class Environmental Assessment at the Waste Water Treatment Plant in Arthur. This has been an ongoing project since 2011 and working with the GRCA has been very beneficial and given staff and Council a better understanding on the data and the waste water treatment plant enabling them to better communicate information to residents.

PW2016-021
RESOLUTION PW2016-025
Moved by: Councillor McCabe
Seconded by: Councillor Burke
THAT *Report PW 2016-021 being a report on Chantler's Environmental Services request for sewage dumping privileges at the Mount Forest Waste Water Treatment Plant be received;*
AND FURTHER THAT *the Public Works Committee recommend the Council of the Township of Wellington North authorize the Mayor and Clerk to enter into an agreement with Chantler's Environmental Services to grant sewage dumping privileges at the Mount Forest Waste Water Treatment Plant.*
CARRIED
Staff was directed to look at the timelines in the agreement and amend to be only for the duration of the plowing match.

PW2016-025
RESOLUTION PW2016-026
Moved by: Councillor Burke
Seconded by: Councillor McCabe
THAT *Report PW 2016-025 being a report on the Yellow Fish Road™ program be received;*
AND FURTHER THAT *Public Works Committee recommend the Council of the Township of Wellington North endorse the Yellow Fish Road™ Program to be initiated in the geographic Town of Mount Forest by the Saugeen Valley Conservation Authority in partnership with Trout Unlimited Canada, the local schools and volunteer groups.*
CARRIED

REPORT FROM CO-CHAIRS
Councillor McCabe reminded the Committee that the third Public Information Centre for the Class Environmental Assessment for the Arthur Waste Water Treatment Plant is tonight in Arthur in the Upper Hall of the Arthur Community Centre at 6:30 pm.

ROUNDTABLE / OTHER BUSINESS
Mayor Lennox commented that there is concern from residents about burning brush from the ice storm. The Township will address pick up of storm debris and a Notice will be prepared and relayed to the public though the media and website in the next day. Staff will not pick up on private property, only roadside.
The Committee discussed the letter received regarding the sidewalks for the London Road and Wellington Street East area in Mount Forest received from resident.

ITEMS FOR COMMITTEE'S INFORMATION
- Sale and Disposition of Land Policy
- Sidewalk Letter Re London Road and Wellington Street East, Mount Forest
- Source Water Protection Report – Kyle Davis
- "Rags" Article
- PIC Arthur WWTP Notice

ANNOUNCEMENTS

NEXT MEETING DATE
The next meeting will take place on Tuesday, May 24th, 2016 at 8:30 am in Kenilworth.

ADJOURNMENT
RESOLUTION PW2016-027
Moved by: Councillor
Seconded by: Mayor Lennox
THAT THE *Public Works Committee Meeting of March 24, 2016 be adjourned at 11:11 a.m.*
CARRIED

Wellington North Power Inc.
290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425
E-mail: customerservice@wellingtonnorthpower.com
www.wellingtonnorthpower.com

April 5, 2016

Mayor Andrew Lennox and Members of Council
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Lennox and Members of Municipal Council:

Re: **Wellington North Power Inc. - 2016 Annual Shareholder Meeting**

The Board of Directors and staff of Wellington North Power Inc. invite you to the Annual Shareholder Meeting on **Tuesday May 31st 2016 at 6:00 p.m. in the Leisure Hall at the Mount Forest & District Sports Complex**, 850 Princess Street, Mount Forest.

All Members of the Township of Wellington North and Township of Southgate Council are invited to attend and at least three (3) members of the majority shareholder, the Township of Wellington, are required to form a quorum.

One representative of each of the respective Councils will be appointed to act as Scrutineers for the meeting to pass resolutions on behalf of the Corporation. Senior municipal management staff members are also invited to attend the meeting.

Please forward names and contact information, including e-mail addresses, of those who will be attending as representatives of the Township of Wellington North. An agenda and pertinent information will be forwarded to representatives directly for review prior to the Annual Shareholder Meeting.

Should you have any questions please do not hesitate to call me.

Yours truly,

Richard Bucknall

Richard Bucknall, CAO
Wellington North Power Inc.
Phone: 519-323-1710
E-mail: rbucknall@wellingtonnorthpower.com

April 4, 2016

I recently gained permission from the town to host a ball tournie in June and have the bar at the Agricultural barns with the legion running the bar. However, the curling club has come forward and offered to use their club for free and they would run the bar. the benefactor this year is a member of the curling club and they want to help out.

So, what do i do in terms of municipal government permission already granted vs what i may now need?

Steve Chambers

TOWNSHIP OF WELLINGTON NORTH
Regular Meeting of Council

MOVED BY: Sheryl Burke DATE: March 21, 2016

SECONDED BY: Yate RES. NO.: 2016- 134

THAT the Council of the Corporation of the Township of Wellington North have no objection to the Mount Forest Renegades Slo-Pitch Softball Team hosting a mixed 3-pitch tournament with a bar on June 17th and 18th, 2016 at the Mount Forest agricultural building and ball diamonds provided the required approvals are obtained for this community event and the necessary approvals are in place from the Agricultural Society.

MAYOR _____

☒ CARRIED ☐ DEFEATED

April 8th, 2016

Cathy Conrad,
Executive Assistant,
Township of Wellington North
7490 Sideroad 7 West,
Kenilworth, Ontario, N0G-2E0

SUBJECT: Mount Forest Curling Club
Temporary Extension Application Liquor Sales License

Dear Cathy:

On Friday June 17th and Saturday June 18th the Mount Forest Renegades Slo-Pitch Softball Team is hosting a mixed 3-pitch tournament at the ball diamonds located at the Mount Forest agricultural society. The Renegades have approached the Mount Forest Curling Club and asked us to host and run the beer gardens for them. Our intent is to hold the beer gardens on the curling ice pad and to also extend it out the back of the curling club, towards the ball diamonds, by an extra ten metres. This outdoor section will be fenced off and two or three porta potties will also be placed inside the fenced off area along the side of the curling club.

In order to do this the Curling Club needs to apply to the Alcohol and Gaming Commission for a Temporary Extension to our Liquor License and as part of this process we require two approvals from the Municipality:

1. As our landlord we require a letter of approval indicating that the Municipality has no objection to the event.
2. We also require a letter from the Municipality stating that the Municipality has no objection to our application to the AGCO for a temporary extension to our liquor license to cover the ice pad floor as well as a ten metre outside section that well be fenced off and located directly through the back doors of the curling club.

Thank you for your consideration and should you have any questions please let me know.

Yours truly,

Dale Small
Treasurer
Mount Forest Curling Club

The Royal Canadian Legion
Fred Campbell V.C. Branch #134
140 King Street West
Mount Forest, Ontario
N0G 2L2
(519) 323-1570

April 4, 2016

Township of Wellington North
P.O. Box 125
7490 Sideroad 7 West
Kenilworth, ON
N0G 2E0

Dear Mayor Lennox Councilors:

This letter is to inform you that we would like to be put on the agenda for the council meeting. We at the Royal Canadian Legion, Mount Forest Branch 134, would like to inform you of our participation in the community festival known as the Mount Forest Fireworks Festival to be held at the Mount Forest Legion on July 18-20, 2014.

Also, we will be requiring a temporary extension of our Liquor Sales License to be amended by the LLBO, and require the Townships approval prior to us going to the AGCO for this extension to be granted.

We will be placing a tent in our parking lot to host a licensed music/beer tent that will be enclosed and confined to a fenced off area, which we are requesting that the permit fee be waived. We will also be hosting a Motorcycle Show and Shine between the hours of 11:00 to 4:00 on Saturday July 19th.

Also, we are requesting an extension of the noise by-law for the times listed below.

Hours of security operations will commence on Friday July 18th at 3:00 p.m. and be continuous through to Sunday July 20th.

Friday July 18th	3:00 p.m. to 1:00 a.m.
Saturday July 19th	11:00 a.m. to 1:00 a.m.
Sunday July 20th	12:00 p.m. to 12:00 a.m.

Thank you in advance for your co-operation regarding the above matter. Should you have any further questions and/or queries, please do not hesitate to contact me at anytime.

Yours truly,

Kathleen MacRobbie

Kathleen MacRobbie
President

March 9, 2016

Attention: Cathy Conrad
Township of Wellington North
P.O. Box 125 – 7490 Sideroad 7 W
Kenilworth, ON N0G 2E0
cconrad@wellington-north.com

Re.: Heart and Stroke Big Bike Events – Arthur and Mount Forest (Tuesday, May 24, 2016)

Dear Cathy,

We are once again planning our Heart and Stroke Annual Big Bike Event in Arthur and Mount Forest on May 24th, 2016. We would like to ask the council for permission to run these events in the Township of Wellington North again this year.

Here are the details of the events:

Arthur Big Bike
Host Site: Crescent Care Arthur
215 Eliza St., Arthur
Event Date: Tuesday, May 24th, 2016 from 9:00 am to 11:00 am
Route: See attached map and route description

Mount Forest Big Bike
Host Site: Mount Forest Fire Dept.
318 Main St. N., Mount Forest
Event Date: Tuesday, May 24th, 2016 from 12:00 pm to 5:00 pm
Route: See attached map and route description

We are very grateful for the support of local townships that make this important fund raising event possible.

If you have any questions or concerns, or if you require further information, please don't hesitate to contact me.

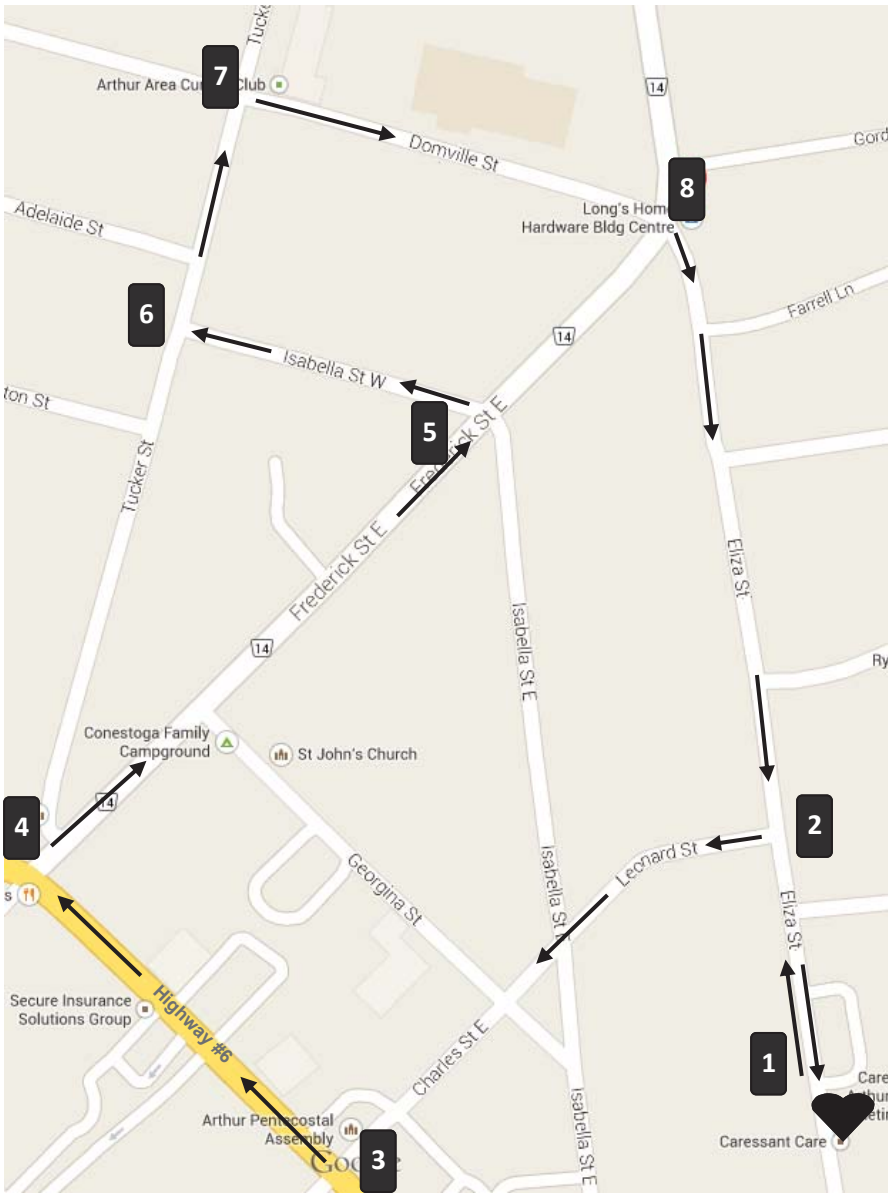
Sincerely,

Sara Felske

Sara Felske, Area Manager
Heart and Stroke Foundation
21 Surrey St. West, Suite 204
Guelph, ON N1H 3R3
Telephone: 519-837-4858 Fax: 519-837-9209
Email: sfelske@hsf.on.ca

Heart & Stroke Big Bike

ARTHUR



Start at the Heart: Caressant Care at Eliza Street

1. Turn right onto Eliza Street
2. Turn left onto Leonard Street and continue onto Charles
3. Turn right onto Highway #6
4. Turn right onto Frederick Street
5. Turn left onto Isabella Street
6. Turn right onto Tucker Street
7. Turn right onto Domville Street
8. Turn right onto Eliza Street

Finish at the Heart: Turn left into Caressant Care

MAP KEY

Start & Finish

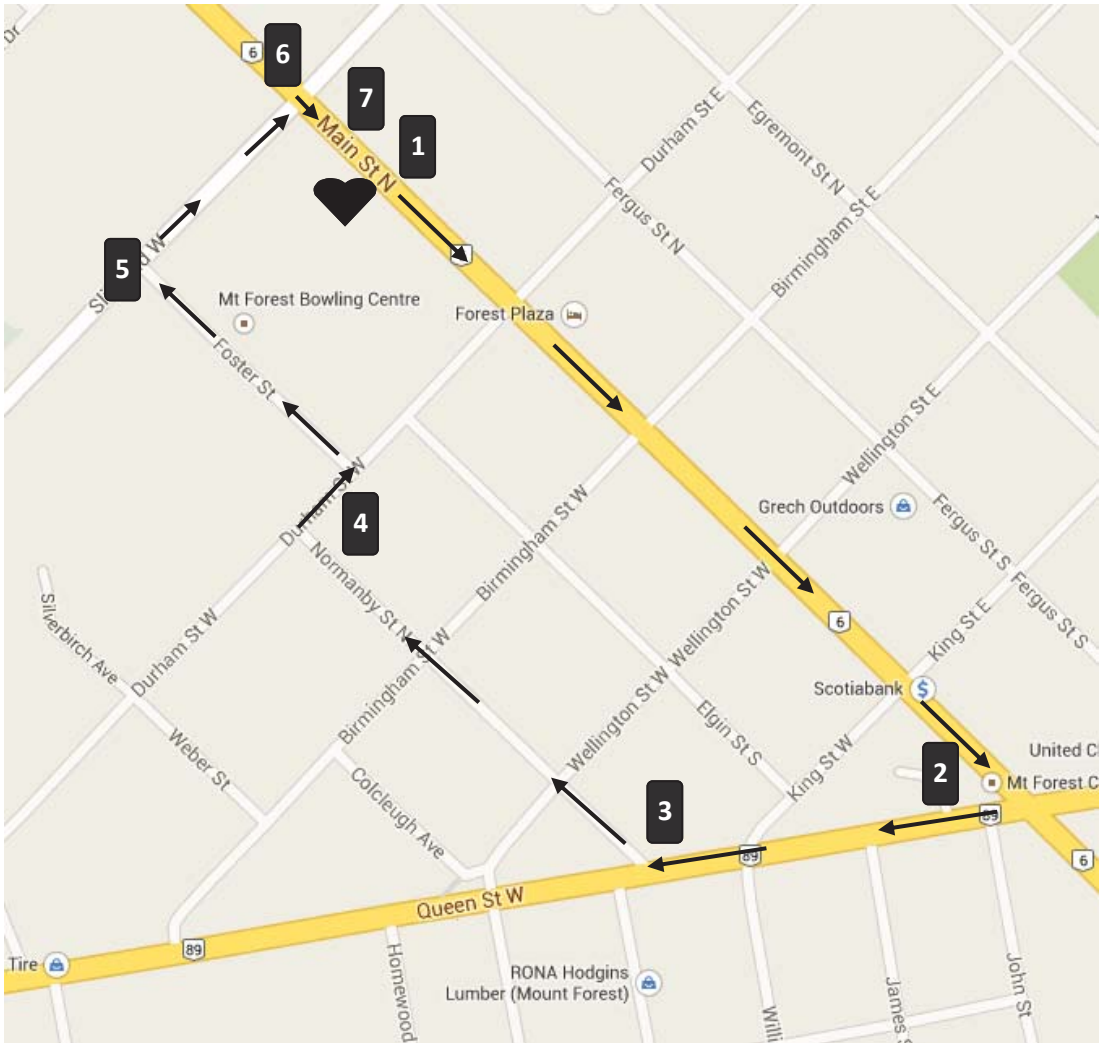
Route Directions #

Direction

ROUTE DISTANCE: 2.6 km

Heart & Stroke Big Bike

MOUNT FOREST



Start at the Heart: The Fire Station

1. Turn right onto Main Street
2. Turn right onto Queen Street
3. Turn right onto Normanby
4. Turn right onto Durham
5. Turn left onto Foster
6. Turn right onto Sligo
7. Turn right onto Main Street

Finish at the Heart: The Fire Station

MAP KEY

Start & Finish

Route Directions #

Direction

ROUTE DISTANCE: 2.6 km

Note: If Big Bike does not have full complement of riders, ride may be shortened by turning right onto King from Main and then right on Queen. This would avoid the last portion of the hill going South on Main.

ARTHUR OPTIMIST CLUB

'Friend of the Youth'

P.O. Box 369 Arthur, ON N0G 1A0

April 12, 2016

Mayor Andy Lennox & Councilors
Township of Wellington North
Box 125, 7490 Side road 7 West
Kenilworth, Ontario
N0G 2E0

Dear Mayor Andy & Councilors,

This letter is to show the intent of the Arthur Optimist Club to again, obtain from Wellington North Council, Community Festival Status for our annual Canada Day Weekend Ball Tournament to be held June 30, July 1, 2, 3, 2016 and that this outdoor event be declared Municipally Significant.

Also included is a tentative schedule of our events to happen that weekend.

If you have any questions or concerns please feel free to contact me.

Thank you for your consideration.

Sincerely,

Arthur Optimist Club President,
Event Chairmen,
Andrew Culp
andrew_culp@hotmail.com
(519) 321-9587

Arthur Optimist Club – Canada Day Weekend Ball Tournament Schedule 2016

Thursday June 30th
-Optimist Club Kids Activities 5:00pm-8:00pm
-Movie Night @ Dusk (viewing of a family friendly movie will be shown at the Optimist Pavilion)

Friday July 1st
-Men's and Mixed 3 Pitch Tournaments
-Optimist Pavilion Dance with Live Band from 9:00pm-1:00am
-Beer Gardens 11:00am-1:00am
-Food Booth 11:00am-1:00am
-Optimist Club Sponsored Free Swimming 1:00pm-3:00pm
-Washer Toss Tournament 12:00pm-4:00 pm

Saturday July 2nd
-Get in Touch for Hutch Walk/Run
-Dunk Tank
-Men's and Mixed 3 Pitch Tournaments Continued
-Beer Gardens 11:00am-1:00am
-Food Booth 11:00am-1:00am
-Optimist Pavilion Dance with DJ from 9:00pm-1:00am
-Horseshoe Tournament 1:00pm-6:00pm

Sunday July 3rd
-Family/Business 3 Pitch Tournament
-Beer Gardens 11:00am-8:00pm
-Food Booth 11:00am-8:00pm
-Optimist Club Sponsored Free Swimming 1:00pm-3:00pm
-Optimist Club Kids Activities 2:00pm-6:00pm

*In past years the Arthur Optimist Club has supplied an outdoor movie for family viewing on the Sunday night of our weekend to end the festivities. Our club is hoping to hold the movie on the Thursday night before Canada day because we are hoping to get a better response from people in the community to come view it with the Friday being a holiday. We would not require any type of liquor license on this evening as we will not be running a beer gardens that night.

Township of North Frontenac
6648 Road 506
P.O. Box 97, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
www.northfrontenac.ca

April 13, 2016

All Municipalities
Via Email

Attention: All Municipalities within Ontario

Dear Clerks:

Re: Independent Electrical System Operator Review of Request for Proposal Process for the Award of Renewable Energy Contracts

Please be advised the Council of the Corporation of the Township of North Frontenac passed the following Resolution at the March 18, 2016 Council Meeting:
Moved by Councillor Good, Seconded by Councillor Inglis #155-16
WHEREAS the Independent Electrical System Operator has requested input on the RFP process used to award renewable energy contracts;

AND WHEREAS the government indicated that new contracts would be directed to willing host communities with the Minister of Energy indicating on March 7 that it would be 'almost impossible' for a contract to be granted under the current process without municipal agreement;

AND WHEREAS three of the five contracts announced on March 10 2016 did not have municipal support for the project;

AND WHEREAS the current process does not meet the government's standards for openness and transparency because municipal Councils are asked to support power projects based on little or no detail and further, the recipient municipalities are unable to determine the basis on which individual contracts were awarded;

AND WHEREAS the province has not demonstrated that renewable energy projects are of sufficient strategic importance in meeting Ontario's electricity generation requirements and/or carbon emission reduction targets to warrant the province taking action to override municipal decisions;

THEREFORE BE IT RESOLVED THAT the Council of the Township of North Frontenac requests:

1. That the Municipal Support Resolution become a mandatory requirement in the IESO process;
2. That the rules be amended to require that the resolution related to this support must be considered in an open Council meeting held after the community engagement meeting organized by the proponent;
3. That full details of the project, including siting of project elements and site consideration reports, are required to be made available at the community engagement meeting and to the Council before the resolution is considered;
4. That the terms of any municipal agreement related to the project also need be discussed In open Council and that such agreements cannot contain terms that limit the municipality's ability to exercise Municipal Act powers relative to the project;
5. That the process includes the requirement for the municipality to provide comments on the project directly to the IESO;
6. That any points for Aboriginal participation in a given power project be limited to the First Nation who has a comprehensive claim on the land where the project will be built;
7. That any announcement of the successful bidders includes an explanation of the points awarded to each bid.

AND THAT this Resolution be provided to the President of IESO; Minister of Energy; All Municipalities within the Province; Randy Hillier, MPP; and AMO.

AND THAT the Mayor is authorized to do a press release.
Carried

Please provide the Resolution to your Council for consideration of the request for support.

If you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

Tara Mieske

Tara Mieske
Clerk/Planning Manager
TM/bh

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 029-16

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN CHANTLER'S ENVIRONMENTAL SERVICES AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS Wellington North is a municipal corporation and owns a Sewage Treatment Plant operated by the Ontario Clean Water Agency (OCWA) in the former Town of Mount Forest, in the Township of Wellington North, County of Wellington;

AND WHEREAS it is deemed necessary to enter into an agreement with Chantler's Environment Services for sewage dumping privileges at the Mount Forest Waste Water Treatment Plant.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Chantler's Environment Services with respect to sewage dumping privileges at the Mount Forest Waste Water Treatment Plant agreement attached hereto as Schedule "A".

2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said to agreement and all other documentation required.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18TH DAY OF APRIL, 2016.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE "A"

THIS AGREEMENT made as of the _____ day of_____ _____, 2016

BETWEEN

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

CHANTLER'S ENVIRONMENTAL SERVICES, 9426 Wellington Road 22, Hillsburgh, ON, N0B 1Z0
(hereinafter called "Chantler")
OF THE SECOND PART.

WHEREAS Wellington North is a municipal corporation and owns a Sewage Treatment Plant operated by the Ontario Clean Water Agency (OCWA) in the former Town of Mount Forest, in the Township of Wellington North, County of Wellington;

AND WHEREAS "Chantler" is a company incorporated under the laws of the Province of Ontario whose registered office address is 9426 Wellington Road 22, Hillsburgh, ON, N0B 1Z0, and operates a sewage collection and haulage business and requires sewage disposal services.

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

1. Chantler shall have access for the discharge and treatment of waste water for its sewage collection and haulage business to the Mount Forest Sewage Treatment Plant on the terms and conditions set out herein.

2. The access shall be limited in quantity to maximum of (4,000 imperial gallons) 18,000 litres per week (Monday to Sunday inclusive) and shall be further limited in quantity to a maximum of (1,000 imperial gallons) 4,500 litres on any one day.

3. Chantler shall pay a fee for such dumping (subject to the above limitations as to imperial gallons/litres per week) of $.025/Litre and such fee shall be billed quarterly by Wellington North and paid within 30 days of the billing date by Chantler. Wellington North may review the dumping fee annually and shall give Chantler written notice by registered letter of a proposed fee

increase by November 1st of each year. The increased fee shall come into effect on January 1st of the following year.

4. Discharge of sewage into the Mount Forest Sewage Treatment Plant shall be done in a controlled manner and as directed by the Treatment Plant Operator. It is understood and acknowledged that the discharge shall not be such as to strain or overload the Septage Receiver or Treatment Plant in the sole opinion of the Treatment Plant Operator.

5. Chantler shall not discharge any material, liquid, or substance other than human sewage.

6. When requested by Wellington North, Chantler shall provide Wellington North with a copy of manifests verifying septage that has been dumped at the Mount Forest Sewage Plant. Chantler shall provide the manifests to Wellington North within seven days of receiving the request. As a minimum, each manifest must show septage pick-up date, location of pick-up and date that it was discharged at the plant.

7. Wellington North shall allow Chantler to access and discharge at the Mount Forest Treatment Plant five days per week during regular business hours 7:30 am to 4:00 pm. Weekend access must be done in conjunction with OCWA through its operators. Any extra call-ins outside of normal business hours (7:30am to 4:00pm) Chantler will pay the costs incurred.

8. In the event that Chantler breaches any part of this agreement, or discharges wastewater pursuant to this agreement which does not comply with Wellington North's Sewer Use By-law as updated from time to time to the Mount Forest Sewage Treatment Plant, or the Mount Forest Sewage Treatment Plant is not operating in compliance with the law of the province of Ontario due to exercise by Chantler of its rights under this Agreement, then Wellington North may immediately terminate Chantler's rights or reduce their allowed dumping capacity under this Agreement without prior notice for such period of time as Wellington North in its sole discretion is appropriate in the circumstances.
   Further, Wellington North may terminate this Agreement at any time for any reason by giving Chantler written notice by registered mail to be sent to Chantler's registered office address.
   In that case the termination shall be effective upon completion of the 60th day from after (but not including) the date of such mailing.

9. As a condition precedent to any rights rising under this Agreement in favour of Chantler, Chantler shall first provide Wellington North with a written laboratory analysis (from a laboratory satisfactory to Wellington North) of a typical sample of the wastewater Chantler intends to discharge into the Mount Forest Sewage Treatment Plan so that Wellington North

may satisfy itself as to the treatability of the same through the plant and as to its compliance with the said Sewer Use By-law. In addition, Chantler shall take two (2) such samples annually. One sample to be taken during the months of January or February and one sample to be taken during the months of July or August. The laboratory analysis required under this paragraph shall at a minimum include the following:

i. BOD
ii. Suspended Solids (SS)
iii. Total Phosphorous (TP)
iv. Ammonia
v. Heavy Metals

10. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.

11. This Agreement shall ensure to the benefit and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the party of the First Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per: _____
Andrew Lennox, Mayor

Per: _____
Karren Wallace, Clerk

IN WITNESS WHEREOF the party of the Second Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

CHANTLER'S ENVIRONMENTAL SERVICES

Per: _____
Stewart Chantler, Owner
I have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 030-16

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN R. & R. PET PARADISE (RICK RAUWERDA) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS it is deemed necessary to enter into an agreement with R. & R. Pet Paradise (Rick Rauwerda) for the provision of canine control services in Wellington North.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with R. & R. Pet Paradise (Rick Rauwerda) for the provision of canine control services in Wellington North agreement attached hereto as Schedule "A.
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said to agreement and all other documentation required.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18TH DAY OF APRIL, 2016.

_____
ANDREW LENNOX, MAYOR

_____
KARREN WALLACE, CLERK

SCHEDULE "A"
THIS AGREEMENT dated the day of , 2016

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter referred to collectively as the "Township")

- AND–

R&R Pet Paradise
(hereinafter referred to as the "Contractor")

WHEREAS the Township has by Resolution No. 2016-14 appointed a Canine Control Officer (CCO) to carry out inspection and enforcement duties on behalf of the Township.

The general purpose of this contract is to enforce the Canine Control by-laws of the Township as directed by staff and Council and to attend court proceedings as required; enforce specifically the Canine Control By-law No. 34-13 and future versions as it may change from time to time; and administer it in accordance with other applicable legislation,

The parties agree as follows:

1. The Contractor shall provide all services as set out in the canine control by-law for the Township of Wellington North.

2. The Contractor shall provide enforcement of all canine control by-laws 24 hours a day, seven days a week. Response times will generally be within 2 hours (6 hours for off hours).

3. The Contractor shall provide and maintain a vehicle in a good state of repair, with proper equipment in order to carry out the duties in this contract.

4. The Contractor shall provide a local cell phone number to be provided to the public so they can contact the Contractor regarding dog control issues.

5. The Contractor shall supply a pound facility constructed and maintained according to OMAFRA specifications.

6. The Contractor will not provide services for the pick-up of any animal or species, other than dogs, unless specifically directed by Township staff.

7. The Contractor shall provide sufficient staff to ensure the completion of the duties in this agreement.

8. The Contractor shall maintain and provide proof to the Township of Public Liability and Owned Automobile insurance coverage of $2 million.

9. The Contractor will collect fines and fees from dog owners and shall turn those fines and fees collected to the Township on or before the 10th of the following month after collection.

10. The Township will pay to the Contractor kennel and other fees not recoverable from the owner of a dog.

11. The Contractor shall maintain and provide records and reports of all occurrences and activities on a monthly basis and shall provide a written report to the Township on or before the 10th of the month to commence in June, 2016 outlining the activities for the preceding month including particulars of each complaint received, resolution, warning issues, dogs picked up, returned to their owner or euthanized.

12. The Contractor shall not disclose to anyone outside the employ of the Township any aspect of the Township's business, except as required in the course of carrying out the duties in this contract.

13. The Contractor shall use best practices to ensure on farm bio-security is maintained

14. The Contractor shall not release an impounded dog unless the owner has paid all fines and has obtained a license for the dog.

15. The Contractor shall take all reasonable steps to contact and locate the owner of an impounded dog as soon as possible.

16. Both parties agree the contract can be terminated on 30 days written notice.

17. This contract shall remain in effect until December 2018 at which time it will be reviewed with a possibility of an extension on terms agreeable to both parties.

18. The Contractor acknowledges that non-compliance may result in the cancellation of this contract, on 30 days written notice by the Township.

19. The Contractor shall be under the supervision of the Clerk of the Township for the term of this contract.

20. The Township shall provide support as necessary for the Contractor in the performance of their duties.

21. The Township shall provide the Contractor with all by-laws and policies, which may change from time to time.

22. The Township will provide training in accordance with the Accessibility for Ontarians with Disabilities Act.

23. The Township agrees to pay the Contractor $1,916.66 plus HST payable on the 30th of each month, commencing May 2016. In January 1, 2017 and January 1, 2018 the cost of the contract shall increase pursuant to the cost of living increase as determined by Stats Canada.

24. The Contractor acknowledges reading and understanding this contract.

25. The Contractor is independent of the Township and nothing herein shall be interpreted to create a relationship of employer / employee, partnership, franchise,

agency or joint venture or other like arrangement. The Contractor is responsible for collection and payment of all application taxes, provincial and federal and compliance with the Worker's Compensation Insurance Bureau payments, Occupational Health and Safety Act, and Canada Pension Plan.

NOTICE
Any notice required to be given shall be delivered in person or sent by mail to:

The Township of Wellington North
7490 Sideroad 7, P.O. Box 125
Kenilworth, ON N0G 2E0

Rick Rauwerda
R. & R. Pet Paradise
9449 Road 1 N
Harriston, ON N0G 1Z0

IN WITNESS WHEREOF the party of the First Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per: _____
Andrew Lennox, Mayor

Per: _____
Karren Wallace, Clerk

IN WITNESS WHEREOF the party of the Second Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

R. & R. PET PARADISE

Per: _____
Rick Rauwerda, Owner
I have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 031-16

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN BELL MOBILITY INC. AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS it is deemed necessary to enter into a lease agreement with Bell Mobility Inc. for the installation of a wireless telecommunications tower.

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

1. That the Corporation of the Township of Wellington North enter into a lease agreement with Bell Mobility Inc. for the installation of a wireless telecommunications tower in Wellington North agreement attached hereto as Schedule "A.
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said lease agreement and all other documentation required.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18TH DAY OF APRIL, 2016.

_____

ANDREW LENNOX, MAYOR

_____

KARREN WALLACE, CLERK

SCHEDULE A to By-law 031-16

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE agreement made as of the _____ day of _____, 2016.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Landlord")

OF THE FIRST PART

- and -

BELL MOBILITY INC.

(the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of the lands more particularly described in Schedule "A" attached hereto (hereinafter called the "Property"); and

WHEREAS at a council meeting held on the _____ day of _____, 2016, By-law No. _____ was passed by the Council of the Landlord authorizing the entering into of this Lease with the Tenant for the Leased Premises (as defined herein) for the purposes and upon the conditions described herein.

IN CONSIDERATION of the sum of Two Dollars ($2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord below, is the registered owner of the property municipally known as 103 Smith Street, Arthur, Ontario, which is more particularly described in Schedule "A" (the "Property") attached hereto, and leases to the Tenant a portion of the Property which is outlined in heavy black ink identified as Parts 1, 2 and 3 on the plan attached hereto as Schedule "B" (the "Leased Premises") for the use described herein and for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees in consideration of $2.00 (the receipt and sufficiency of which is hereby acknowledged) and the rents, covenants and agreements herein contained and hereby assumed.

2. USE OF LEASED PREMISES. The Tenant is permitted to use and maintain on the Leased Premises for the sole purpose of a telecommunication tower (the "Tower"), an equipment shelter and all necessary cabling, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment"), and to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required, which access road will form part of the Leased Premises.

The Landlord grants to the Tenant, its agents, employees, or contractors, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property and, where available, a twenty-four (24) hour parking space located at the Property (including parking access cards and provision of notice to any security personnel and contracted towing/tagging services). Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

3. TERM. The term of this Lease (the "Term") shall commence on the date indicated on the first page hereof (the "Commencement Date") and shall expire on that date which is five (5) years following unless the Term is extended in accordance with Section 5 of this Lease

4. RENT. The Tenant shall pay to the Landlord rent as set forth in Schedule "C" attached hereto (the "Rent"), attached hereto. In addition, the Tenant shall pay to the Landlord any goods and services tax or harmonized sales tax which it is required to pay by law. The Landlord's GST/HST number is 873 073 530RT0001.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule "C" to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least six (6) months prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ASSIGNMENT. This Lease shall not be assignable by Tenant without the prior written consent of the Landlord (which prior written consent shall not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, the Tenant may assign this Lease, the Equipment, or the Leased Premises and right of access, without the consent of the Landlord, to: (i) a purchaser of a material portion of its assets; (ii) an "affiliate" (as that term is defined in the Canada Business Corporations Act or any successor legislation in force); (iii) a principal lender to the Tenant; (iv) a corporation or other person with which the Tenant is merged or consolidated; (v) a corporation or other person who is an "associate" (as that term is defined in the Canada Business Corporations Act or any successor legislation in force) of the Tenant; or (vi) a corporation or other person that "controls" or "is controlled by" (as those terms are defined in the Canada Business Corporations Act or any successor legislation in force) the Tenant. In the event that the Landlord's written consent is required by virtue of this provision, such consent shall be deemed granted if the Landlord does not deliver a written response to the Tenant's written request for consent within fifteen (15) days of the Tenant delivering its written request for consent to the Landlord. Notwithstanding the above, if the Tenant desires to assign this Lease, the Tenant shall ensure that it complies with Section 1 of Schedule "D" herein in the event that the intention is that the Tower is transferred, sold or conveyed in conjunction with such assignment. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord's rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

7. TENANT'S WORK.

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term, Extended Term (if applicable) or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or Extended Term (if applicable) without requiring the consent of the Landlord, but the Tenant shall provide the Landlord with prior written notice before commencing any such alterations or improvement. Such alterations and/or improvements may include, but are not limited to the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other Equipment required by the Tenant, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such alterations and/or improvements, reasonable wear and tear excepted.

8. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the "Taxes") in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant's sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant's reasonable opinion; to enable the Tenant to contest such Taxes.

9. ELECTRICITY. Tenant shall pay for the electricity consumption attributable to its operations at the Leased Premises either by having installed a separately metered electrical service (at Tenant's sole cost and expense) or, in circumstances where the local utility will not install a separate meter by installing a sub-meter and paying the Landlord's invoices for electricity based on the sub-meter readings and the actual cost of electricity charged by the local utility and the applicable administration fee. The Landlord and or a third party shall be responsible for reading the sub-meter and invoicing Tenant accordingly.

10. TERMINATION BY TENANT. Notwithstanding any other provisions of this Lease, the Tenant may, in its sole discretion, terminate this Lease by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. TERMINATION BY LANDLORD. Notwithstanding any other provisions of this Lease, anytime fifteen (15) years after the Commencement Date, the Landlord may, in its sole discretion, terminate this Lease by giving ninety (90) days prior written notice to the Tenant, and the Tenant shall be entitled to remove the Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

12. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Leased Premises. To verify that no interference is caused by the Landlord, the Landlord shall provide to the Tenant a full set of plans and specifications for any subsequent proposed telecommunications installation at the Property by a third party for review and approval, such approval not to be unreasonably withheld or delayed. Should interference occur at any time during the Term or Extended Term (if applicable), upon notice by the Tenant, the Landlord shall cause such interference to cease immediately and all costs associated with the resolution of the interference shall be borne by the Landlord.

13. OVERHOLDING. If the Tenant overholds the Leased Premises beyond the Term or Extended Term (if applicable), with consent of Landlord, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

14. QUIET ENJOYMENT. The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

15. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars ($2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars ($2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law.

Notwithstanding the foregoing, it is agreed that neither party shall be liable for any indirect or consequential damages suffered by the other party or others no matter how caused, including, but not limited to, loss of profits, loss of business opportunity, loss of revenues and loss of use of any facilities or property, all for which each of the parties unconditionally release the other and those for whom it is in law responsible from any liability with respect thereto.

16. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the Environmental Protection Act, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants that are not in compliance with Laws (as defined herein) ("Contaminants Not In Compliance") are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable) and such Contaminants Not In Compliance did not arise out of the occupancy or use by the Tenant of the Leased Premises or were not occasioned by any act or omission of the Tenant or those for whom the Tenant is in law responsible, at the Landlord's sole expense, the Landlord shall remove any or all such Contaminants Not In Compliance as directed by the Tenant (without any obligation on the Tenant to act reasonably), and furthermore, indemnify and hold the Tenant harmless from any liability arising from the presence of such Contaminants Not In Compliance on the Leased Premises. For further clarification, the Tenant shall not be responsible for, or required to remove or remediate any Contaminants Not In Compliance that have migrated onto or into the Leased Premises from any adjacent lands or existed on the Leased Premises as at the date set out on the first page of this Lease. The Tenant covenants and agrees that it shall not permit any Contaminants Not In Compliance to be brought onto or stored on the Leased Premises. If Contaminants Not In Compliance are discovered on the Leased Premises during the Term or Extended Term (if applicable) and such Contaminants Not In Compliance arose out of the occupancy or use by the Tenant of the Leased Premises or were occasioned by any act or omission of the Tenant or those for whom the Tenant is in law responsible, the Tenant shall remove such Contaminants Not In Compliance, at its sole expense, and indemnify and hold the Landlord harmless from any liability arising from the presence of such Contaminants Not In Compliance. "Laws" means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.

17. EVENT OF DEFAULT. It shall constitute an "Event of Default" if the Tenant breaches any of its covenants in this Lease (including its covenant to pay Rent) and the breach continues for a period of thirty (30) days after written notice by the Landlord to the Tenant specifying the nature of the breach and requiring it to be remedied. Notwithstanding the foregoing, in the event that the breach set out in the written notice given to the Tenant by the Landlord reasonably requires more time to cure than thirty (30) days, it shall only constitute an "Event of Default" if the Tenant has not commenced remedying the breach by the thirty-first (31st) day, or, is not diligently pursuing remediation of the breach after the thirty-first (31st) day in the opinion of the Landlord, acting reasonably. Upon the occurrence of an Event of Default, at the option of the Landlord, this Lease may be terminated. Notwithstanding the foregoing, in the event the Tenant remedies the Event of Default, the Landlord shall no longer have the option to terminate this Lease pursuant to this Section as a result of such Event of Default.

18. LEGAL FEES. The Tenant agrees to pay to the Landlord legal costs of up to a maximum amount of One Thousand Dollars ($1,000.00) incurred by the Landlord (inclusive of all disbursements and taxes) pertaining to this Lease, upon the Landlord delivering to the Tenant a detailed invoice of such legal costs incurred by the Landlord.

19. REGISTRATION AND NON-DISTURBANCE. The Tenant is entitled to register, at the Tenant's expense, a notice of this Lease on title to the Property in order to show its interest under this Lease, providing the Landlord, acting reasonably, agrees to the form of such notice prior to such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.

20. NOTICE. Any notice to be given under the terms of this Lease shall be sufficiently given if delivered (by hand or courier) to the party for whom it is intended, or if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are as follows:

In the case of the Landlord to:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
C/O TOWNSHIP OF WELLINGTON NORTH
7490 SIDEROAD 7 WEST, P.O. BOX 125
KENILWORTH, ONTARIO
N0G 2E0

Attention: Mr. Mike Givens
Facsimile: (519) 848-3228

and in the case of the Tenant to:

BELL MOBILITY INC.
5099 CREEKBANK ROAD
BUILDING D – 6th FLOOR
MISSISSAUGA, ONTARIO
L4W 5N2

Attention: Real Estate Services
Facsimile: (905) 625-0730

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

Although not constituting formal notice, Bell Mobility's Call Centre can be reached 24 hours a day at 1-866-670-6622 to report power outages or other hazardous conditions occurring at the Leased Premises.

21. POWER TO ENTER INTO AGREEMENT AND BINDING AGREEMENT. The Landlord covenants that the Landlord has good right, full power, and absolute authority to grant this Lease to the Tenant. Furthermore, the Landlord represents and warrants to and in favour of the Tenant that neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound. The Tenant covenants that the Tenant has good right, full power, and absolute authority to enter into this Lease with the Landlord. This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

22. FORCE MAJEURE. Notwithstanding anything to the contrary in this Lease contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; or act of God; which are not the fault of the party delayed in

performing the work or doing the act required under the terms of this Lease, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

23. CONFIDENTIALITY. Subject to the Municipal of Information and Protection of Privacy Act, the terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. Subject to the Municipal of Information and Protection of Privacy Act, the Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

25. LAWS. This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario. Furthermore, the parties agree to attorn to the jurisdiction of the Province of Ontario.

26. SCHEDULES. The Landlord and the Tenant acknowledge and agree that Schedules "A", "B", "C", and "D" as attached shall form part of this Lease.

WITNESS WHEREOF the party of the First Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Landlord)

Per: _____
Andrew Lennox, Mayor

Per: _____
Michael Givens, Chief Administrative Officer
We have the authority to bind the Corporation

IN WITNESS WHEREOF the party of the Second Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

Bell Mobility Inc. (the Tenant)

Per: _____
Name, Title
I have the authority to bind the corporation

SCHEDULE "A"

PROPERTY

PIN: 71094-0125

PT LT 2 SURVEY CARROLL'S ARTHUR VILLAGE; PT LT 3 SURVEY CARROLL'S ARTHUR VILLAGE; PT LT J SURVEY HOLLINGER'S ARTHUR VILLAGE PTS 2, 4, 5 & 6, 60R2026; WELLINGTON NORTH

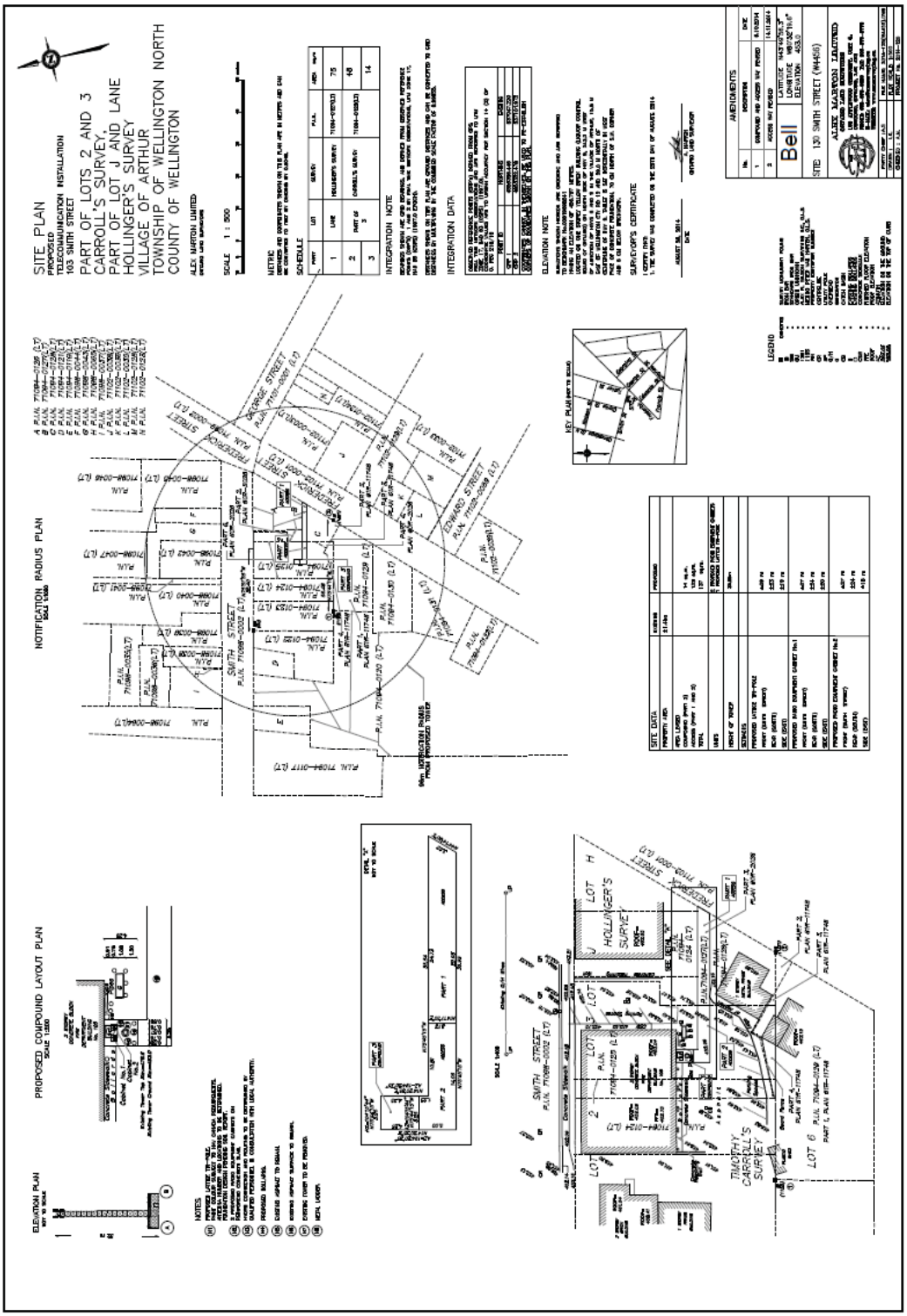
and

PIN 71094-0127

LANE SURVEY HOLLINGER'S ARHTUR VILLAGE; WELLINGTON NORTH

SCHEDULE "B"

PLAN OF LEASED PREMISES



SCHEDULE "C"

RENTAL PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

(a) During the period of the Term commencing on the Commencement Date and ending on the day immediately prior to the Construction Commencement Date, the Landlord and the Tenant agree that the Tenant shall not pay any Rent. "Construction Commencement Date" means the date the Tenant identifies, acting reasonably, as the date that construction of the Equipment has commenced in a notice delivered by the Tenant to the Landlord. For clarification purposes, construction of the Equipment shall not be deemed to commence if or when the Tenant causes any ploughing, excavating, surveying, hydro layouts, contractor's tender site walk(s), environmental studies or assessments, soil tests, engineering studies, geotechnical studies or topographical mapping at the Property.

(b) During the period of the Term commencing on the Construction Commencement Date and ending on that date which is five (5) years following the Commencement Date, Rent shall be twelve thousand dollars ($12,000.00), per year, payable annually, in advance, by the Tenant to the Landlord. In the event that the Construction Commencement Date does not fall on an anniversary date of the Commencement Date, the first payment of annual Rent shall be adjusted on a per diem basis to the next anniversary of the Commencement Date. The first payment of annual Rent shall be due and payable within ninety (90) days of the Construction Commencement Date.

(c) During the second five (5) year period (being the first Extended Term) the Tenant shall pay to the Landlord annual rent in the amount of thirteen thousand, two hundred dollars ($13,200.00) payable in advance.

(d) During the third five (5) year period (being the second Extended Term) the Tenant shall pay to the Landlord annual rent in the amount of fourteen thousand, five hundred and twenty dollars ($14,520.00) payable in advance.

(e) During the fourth five (5) year period (being the third Extended Term) the Tenant shall pay to the Landlord annual rent in the amount of fifteen thousand, nine hundred and seventy-two dollars ($15,972.00) payable in advance.

SCHUEDULE "D"

ADDITIONAL PROVISIONS

1. Right of First Opportunity to Purchase re Sale of Tower

Except as otherwise provided in this Section, if at any time the Tenant wishes to transfer, sell or convey the Tower, the Tenant shall first, before any such transfer, sale or conveyance, deliver a notice to the Landlord regarding the Tenant's intention to transfer, sell or convey the Tower (the "Sale Notice"). The Landlord shall have the right of first opportunity to purchase the Tower (which right of first opportunity to purchase, for clarification purposes, does not include the right to purchase any equipment shelter or any other Equipment other than the Tower) from the Tenant at the pre-determined price of One Hundred and Fifteen Thousand Dollars ($115,000) (which price includes the cost of materials and labour to initially install the Tower to operating status), in accordance with a reasonable form of agreement of purchase and sale provided to the Landlord by Tenant. Notwithstanding the foregoing, the Landlord and the Tenant acknowledge and agree that starting on the Construction Commencement Date, the purchase price shall be reduced at the rate Seven Thousand Six Hundred and Sixty Seven Dollars ($7667.00) per year over the term of this Lease (with partial years being pro-rated). In the event that the Tenant makes capital improvements to the Tower during the term of this Lease, the Tenant agrees to advise the Landlord of such expenses, and the Landlord and the Tenant acknowledge and agree that, notwithstanding anything herein, the costs of such capital improvements shall be added to the purchase price, and that the total purchase price shall be adjusted accordingly. The Landlord shall, within the sixty (60) days after receipt by the Landlord of the Sale Notice, advise the Tenant whether or not it will be exercising its first opportunity to purchase. In the event that the Landlord, within such sixty (60) day period, does not provide notice to Tenant that it is exercising its first opportunity to purchase or notifies the Tenant that it will not be exercising its first opportunity to purchase (a "Non-Exercise"), the Tenant shall have the right to transfer, sell or convey the Tower to any person or entity free and clear of any right or interest of the Landlord. The right of the Landlord under this Section is a one-time right only such that if the Tenant transfers, sells or conveys the Tower after a Non-Exercise, the Landlord's right under this Section, shall no longer apply. Notwithstanding anything else to the contrary herein, the right of first opportunity to purchase described above in this Section shall not apply to a transfer, sale or conveyance of the Tower by the Tenant to: (i) a purchaser of a material portion of its assets; (ii) an "affiliate" (as that term is defined in the Canada Business Corporations Act or any successor legislation in force); (iii) a principal lender to the Tenant; (iv) a corporation or other person with which the Tenant is merged or consolidated; (v) a corporation or other person who is an "associate" (as that term is defined in the Canada Business Corporations Act or any successor legislation in force) of the Tenant; or (vi) a corporation or other person that "controls" or "is controlled by" (as those terms are defined in the Canada Business Corporations Act or any successor legislation in force) the Tenant. The Tenant acknowledges and agrees that the terms under this Section shall binding upon its successors and assigns.

2. Co-Location

It is agreed and understood by both parties that the Tenant shall work cooperatively with the Landlord to provision for the installation of the Landlord's antenna for fire and EMS services in the design and capacity of the Tower. The Landlord will be responsible for supplying and maintaining its own equipment shelter and all required cabling antenna, antenna mount and any other related equipment or attachments for such fire and EMS services (collectively, the "Landlord's Equipment"). During the construction phase of the Tower, the Tenant will install the Landlord's Equipment on the Tower at no charge to the Landlord. The Tenant and the Landlord shall furthermore enter into a rent free site license agreement that will outline the obligations and rights of all parties on a form to be prepared by the Tenant.

SITE NO.: W4456

AUTHORIZATION AND PERMISSION

TO WHOM IT MAY CONCERN:

BELL MOBILITY INC. and/or its authorized agents has my/our permission to act as my/our Agent to acquire the necessary permits, drawings, and information from the Municipal or other authorities concerned, needed to approve the construction of the site set out below and as shown on the preliminary site plan attached to the Lease or Schedule.

COMPANY/OWNER:	THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ADDRESS:	7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0
CONTACT NAME:	Mr. Mike Givens
PHONE NO.:	519-848-3620 ext. 25

SITE:	W4456 – Arthur DT
MUNICIPAL ADDRESS:	103 Smith Street, Arthur, Ontario
LEGAL DESCRIPTION:	PT LT 2 SURVEY CARROLL'S ARTHUR VILLAGE; PT LT 3 SURVEY CARROLL'S ARTHUR VILLAGE; PT LT J SURVEY HOLLINGER'S ARTHUR VILLAGE PTS 2, 4, 5 & 6, 60R2026; WELLINGTON NORTH

DATED at_____, this _____ day of _____, 20___.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Landlord)

Per: _____
Andrew Lennox, Mayor

Per: _____
Michael Givens, Chief Administrative Officer
We have the authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 032-16

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA (HER MAJESTY) HEREBY REPRESENTED BY THE MINISTER RESPONSIBLE FOR FEDERAL ECONOMIC DEVELOPMENT AGENCY FOR SOUTHERN ONTARIO AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS it is deemed necessary to enter into a Contribution Agreement with Her Majesty for funding under the Canada 150 Community Infrastructure Program.

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

1. That the Corporation of the Township of Wellington North enter into a lease agreement with Her Majesty for repairs and upgrades to the Arthur Arena as set out on Annex 1 to the Contribution agreement attached hereto as Schedule "A.

2. That the Mayor and the Clerk are hereby authorized and directed to execute the said lease agreement and all other documentation required.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18TH DAY OF APRIL, 2016.

_____
ANDREW LENNOX, MAYOR

_____
KARREN WALLACE, CLERK

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of _____

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Her Majesty") hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

AND: **The Corporation of the Township of Wellington North** ("Recipient") a municipal government established under the laws of Ontario

WHEREAS the Federal Economic Development Agency for Southern Ontario ("Agency") was created to help make Canadians more productive and competitive in the knowledge-based economy, by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;

WHEREAS in its 2015 Budget, the Government of Canada allocated $150 million to the newly created Canada 150 Community Infrastructure Program ("CIP 150") to repair, rehabilitate and expand existing community infrastructure assets; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of twenty-four thousand four hundred sixty-one dollars ($24,461) in support of the Recipient's Eligible Costs (as defined herein) of the Project (as defined herein),

NOW THERETOFORE, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 (as defined herein) funding in support of the Project (as defined herein).

2. Interpretation

2.1 **Definitions**. In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Aboriginal Government means a band council within the meaning of section 2 of the Indian Act; or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

Agency means the Federal Economic Development Agency for Southern Ontario.

Agreement means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

CIP 150 means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

Contribution means the contribution to Eligible Costs in the amount stipulated in Subsection 4.1.

Control Period means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligibility Date means April 1, 2016

Eligible Costs means those Project Costs supported by the Contribution and which are identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

Event of Default means the events of default described in Subsection 12.1 hereof.

Final Report means the report described in Subsection 7.1 hereof.

Final Report Date means June 30, 2018.

Final Review Form means the report described in Subsection 7.1 hereof.

Fiscal Year means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

Minister means the Minister responsible for the Agency or any one or more of his representatives.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Completion Date means March 31, 2018

Project means the project described in Annex 1 – Statement of Work.

Project Costs means the total costs of the Project as set out in Annex 1 – Statement of Work.

Southern Ontario includes the following 2011 Statistics Canada Census Regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

Statement of Total Government Assistance means the report described in Paragraph 6.4(a)(iv) hereof.

"**Substantially Completed**" has the same meaning and shall be determined in accordance with how the term "substantially performed" is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and **"Substantial Completion"** shall have a corresponding meaning.

2.2 **Singular/Plural**. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.

2.3 **Entire Agreement**. This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.

2.4 **Inconsistency**. In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.

2.5 **Annexes**. This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

3. Duration of Agreement.

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

(a) twelve (12) months after the earlier of:
i) the Project is Substantially Completed; or
ii) the Program Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period**. Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 - Other Government Financial Support
Subsection 6.6 – Overpayment and non-entitlement
Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 - Monitoring, Audit and Evaluation
Subsection 8.1c) and 8.2c) – Representations and Covenants
Section 11 - Indemnification and Limitation of Liability
Section 12 - Default and Remedies
Section 13 – Project Assets
Subsection 15.9 - Dispute Resolution

4. The Contribution

4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

(a) maximum 33.34% of total Eligible Costs of the Project incurred and paid by the Recipient; and

(b) $24,461.

4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.

4.3 The Recipient acknowledges that notwithstanding the date of execution of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Completion Date.

4.4 The Minister shall not contribute to any Eligible Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.

4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister will, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:

(a) the Project is Substantially Completed;

(b) the Recipient has satisfied all the conditions of this Agreement;

(c) the Final Review Form described in Subsection 6.4(a)(ii) has been submitted to the satisfaction of the Minister;

(d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and

(e) the Minister has approved the final claim described in Subsection 6.4.

5. Other Government Financial Support

5.1 The Recipient hereby confirms that for purposes of this Project no other federal, provincial, Local Government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.

5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. Claims and Payments

6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.

6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

(a) an itemized summary by cost category of Eligible Costs incurred and paid, substantially in the form prescribed by the Minister;

(b) a progress report of the claim as it relates to Annex 1 – Statement of Work, substantially in the form prescribed by the Minister;

(c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;

(d) if applicable, a certification by a director or officer of the Recipient that any mitigation measures listed in Annex 5 – Environmental Mitigation Measures have been implemented; and

(e) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.2.1 The Recipient agrees to submit its last claim in each fiscal year for eligible costs on or before March 1st of that fiscal year.

6.3 **Advance Payments.**

(a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible Costs payable under this Agreement, the Minister may, at his sole discretion, pay to the Recipient an initial advance for Eligible Costs up to 25% on the portion of the Contribution allocated to Fiscal Year 2016-2017, subject to the following:

(i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request.

(ii) The Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances.

(b) The Recipient agrees to spend advances in the Fiscal Year in which the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.4 **Final Claim Procedures.**

(a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:

(i) a confirmation that it is the final claim for payment and as such, it includes all final Eligible Costs submitted for payment;

(ii) a Final Review Form on the Project substantially in the form prescribed by the Minister;

(iii) a Final Report of total Project Costs substantially in the form prescribed by the Minister; and

(iv) a Statement of Total Government Assistance (federal, provincial and Local Government assistance) received or requested towards the Eligible Costs of the Project substantially in the form prescribed by the Minister.

(b) The Recipient shall submit the final claim for reimbursement of Eligible Costs to the satisfaction of the Minister the earlier of:

(i) the date which falls no later than three (3) months after Project is Substantially Completed; and

(ii) the Final Report Date.

The Minister shall have no obligation to pay any claims submitted after this date.

6.5 **Payment Procedures.**

(a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.

(b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.

(c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Costs claimed have been paid.

(d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.6 **Overpayment or non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by Her Majesty.

6.7 If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he deems appropriate.

7. Monitoring, Audit and Evaluation

7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.

7.2 Upon request of the Minister and at no cost to him, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.

7.3 The Recipient shall at its own expense:

(a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his discretion may require;

(b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project;

(c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.

7.4 The Minister shall have the right, at his own expense, and as and when he determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.

7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.6 The Recipient agrees that the Minister, at his expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.

7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

(a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and

(b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

8.1 The Recipient represents and warrants that:

(a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;

(b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable in accordance with its terms;

(c) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Control Period.

(d) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;

(e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;

(f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

(i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;

(ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

(iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage,

lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

(g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;

(h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;

(i) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,

(j) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

(a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.

(b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.

(c) it shall maintain the usage as described in Annex 1 – Statement of Work, of any assets to which the Minister has contributed to for a minimum of six (6) years after the expiry or the termination of this Agreement.

(d) the project is located in southern Ontario.

(e) it shall contribute no less than fifty percent (50%) to the Eligible Costs of the Project.

(f) it shall use the Contribution solely and exclusively to support the Eligible Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum and shall carry out the Project in a diligent and professional manner, using qualified personnel and the Project shall be Substantially Completed on or before the Program Completion Date.

(g) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

9. Official Languages

The Recipient agrees:

(a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;

(b) that basic project information will be developed and made available in both official languages;

(c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;

(d) that main signage components related to the Project will be in both official languages; and

(e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

10. Environmental and Other Requirements

10.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Environmental Assessment Act, 2012* ("CEAA") and is not being carried out on "federal lands" as defined in the CEAA.

10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.

10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required mitigation measures, monitoring or program follow up have been carried out, to the satisfaction of the Minister.

10.4 If as a result of changes to the Project or otherwise, should a subsequent assessment be required in accordance with CEAA for the Project, the Minister and the Recipient agree that the Minister's obligations under this Agreement will be suspended from

the moment that the Minister informs the Recipient, until (i) a decision statement has been issued to the Recipient or, if applicable, the Minister has decided that the Project is not likely to cause significant adverse environmental effects, and (ii) if required, an amendment to this Agreement has been signed, setting out any conditions included in the decision statement. The Recipient agrees to comply with any such conditions.

10.5 **Aboriginal consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

(a) the Project, its operation, conduct or any other aspect thereof;

(b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;

(c) the design, construction, operation, maintenance and repair of any part of the Project; or,

(d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for

any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

(a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;

(b) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not Substantially Completed by the Program Completion Date;

(c) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;

(d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;

(e) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;

(f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;

(g) the Project is carried out at locations, other than those mentioned in Annex 1 - Statement of Work;

(h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;

(i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;

(j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;

(k) the Recipient is not eligible or is otherwise not entitled to the Contribution; or,

(l) the Recipient has not complied with the monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice and Rectification Period**. Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

12.3 **Remedies**. If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

(a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

(b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and

(c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

13. Project Assets

13.1 The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister. As a condition of such consent, the

Minister may require the Recipient to repay Her Majesty the whole or any part of the Contribution paid to the Recipient hereunder in the following proportions:

Where Project asset is sold, transferred, assigned, pledged, leased, encumbered or disposed of:	Repayment of Contribution (in current dollars)
Within 2 Years after Substantial Completion	100%
Between 2 and 6 Years after Substantial Completion	55%
6 Years after Substantial Completion	0%

13.2 At any time during the six (6) years following the date the Project is Substantially Completed, the Recipient agrees to notify the Minister in writing of any transaction triggering the above-mentioned repayments, at least ninety (90) days in advance.

14. Miscellaneous

14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service,* the *Values and Ethics Code for the Public Sector,* the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

(a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

(b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;

(c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the

Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and

(d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

15. General

15.1 **Debt due to Canada**. Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.

15.2 **Interest**. Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

15.3 **Set-Off**. Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

15.4 **No Assignment of Agreement**. Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.

15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

15.6 **Successors and Assigns**. This Agreement is binding upon the Recipient, its successors and permitted assigns.

15.7 **Confidentiality**. Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives* Act of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.

15.8 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15.9 **Dispute Resolution**. If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.

15.10 **No Amendment**. No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

15.11 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.

15.12 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

15.13 **Public Dissemination**. All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.

15.14 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.

15.15 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

15.16 **Severability**. If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

16. Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Federal Economic Development Agency for Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6
Attention: Canada 150 Community Infrastructure Program

or to such other address, as is designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

The Corporation of the Township of Wellington North
7490 Sideroad 7 West
Kenilworth, ON N0G 2E0
Attention: Treasurer

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

17. Special Conditions

17.1 As a condition precedent to initial disbursement:

(a) The Recipient agrees to provide the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and the resolution authorising the entering into of this Agreement; and,

(b) the Recipient shall arrange pre-authorized payments or such other method of payment, as requested in writing by the Minister.

17.2 **Renewal of Representations**. It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: **807812**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: _____ Date: APR 1 1 2016

Federal Economic Development Agency
for Southern Ontario

RECIPIENT

Per: _____ Date: _____

I have authority to bind the Recipient.

Per: _____ Date: _____

I have authority to bind the Recipient.

Annex 1

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

STATEMENT OF WORK

Recipient: The Corporation of the Township of Wellington North

Project Title: Repairs and Upgrades to Arthur Community Centre and Arena

Project Location: 158 Domville Street, Arthur N0G 1A0

PROJECT DESCRIPTION:

The project work includes:

- Replacing the flooring in the entranceway;
- Replacing the acoustic wall panels in the main meeting room; and,
- Installing infrared heaters in the stands.

Estimated date of commencement: May 1, 2016

Estimated date of Substantial Completion: August 31, 2016

FEDEDEV ONTARIO CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
$24,461	$0	$24,461

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	$0	
Repair/Construction	$66,711	
Project Management	$0	
Other	$0	
Contingency	$6,671	
Total Eligible Costs (TEC)	**$73,382**	
Financing	**Amount**	**% TEC**
FedDev Ontario Contribution	$24,461	33.34%
Other Federal Contribution	$0	0.0%
Recipient Contribution	$48,921	66.66%
Other (specify source)	$0	0.0%
Other (specify source)	$0	0.0%
Sub-Total Financing TEC	**$73,382**	**100.00%**
Ineligible Components		

STACKING LIMITS	
STACKING – CAPITAL	
Total Eligible Costs	$73,382
Total Government Contributions (Federal, Provincial, and Municipal)	$73,382
Estimated Investment Tax Credits	$0
Contribution subject to Stacking $	$73,382
Stacking %	100%
Stacking Limit	100%

Please Note:

1) **Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.**
2) **The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 3.**
3) **The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.**
4) **Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:**

Employees: $0
Materials: $0
Equipment: $0

Annex 2

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

COSTING GUIDELINE MEMORANDUM

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

(a) directly related to the intent of the Project,

(b) reasonable,

(c) appear in Annex 1 - Statement of Work,

(d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and

(e) constitute Eligible Costs as defined in Section 2.0 of this Annex.

1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.0 Eligible Costs

Eligible Costs may only include the following:

a) project costs incurred between the Eligibility Date and the Program Completion Date;

b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;

c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*, 2012 or equivalent legislation;

d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below;

e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister; and

f) for Local Governments and First Nations government, incremental costs listed in Subsection 2.1 below.

2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

a) the Recipient is a Local Government or a First Nation's government; and

b) the Recipient satisfies the Minister that it is not economically feasible to tender a contract; and

c) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and

d) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

2.2 Communications

a) For the purposes of events, Eligible Costs include the following:

- Printing and mailing invitations;
- Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks;
- Project material for display and/or media kit;
- Signage; and,
- Rentals such as: flagpoles, stage, chairs, podium, PA system.

b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

a) Project Costs incurred before the Eligibility Date and after the Program Completion Date;

b) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;

c) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;

d) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;

e) cost of feasibility and planning studies;

f) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;

g) any loan interest or other finance charges;

h) cost of land or any interest therein (including easements), and related costs;

i) legal fees;

j) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;

k) temporary installations;

l) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;

m) the value of any goods and services which are received through donations or in kind;

n) costs for food and entertainment except as indicated in Subsection 2.2 above;

o) routine maintenance costs; and,

p) for the purposes of communications events, Ineligible Costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

Annex 3

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

REPORTING REQUIREMENTS

1. **Semi-annual Progress Reports**. All approved recipients will be required to submit semi-annual progress reports until project completion, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report should detail progress on the implementation of the project, and amounts received through the agreement, amounts expended on approved projects, and an overall update on the project status. These reports are due April 15th and October 15th for the six month periods ending March 31st and September 30th respectively.

2. **Final Reporting Requirements**. In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report, a Final Review, and a Statement of Total Government Assistance on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.

3. **Recognition of Funding**. In order to acknowledge the Government of Canada's support for the CIP 150 project, the Recipient will be required to submit photograph(s) of the required signage as outlined in guidance that will be provided to recipients.

Annex 4

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.

2. In order to promote the support received from the Minister, and to raise awareness of the Canada 150 Infrastructure Program, the Recipient agrees to the following requirements, at the request of the Agency:

   (a) Participate in and assist with coordination of a public announcement of the Agreement by the Minister in the form of an event and/or news release as provided by the Minister. The Recipient shall maintain the confidentiality of this Agreement until such public announcement;

   (b) Coordinate a mutually agreeable venue, date and time, in light of the availability of the Minister, for public/media events outlining Project achievements, such as groundbreaking or completion ceremonies, or initiatives undertaken by the Recipient and acknowledging the role of the Minister on these occasions. Unless otherwise agreed to in advance by the Minister, no event will take place without at least fifteen (15) business days' notice to the Minister;

   (c) Participate in, coordinate and accommodate activities that showcase the results or expected results of the Minister's support, including but not limited to public showcase events, site visits, photo opportunities, production of promotional products (including but not limited to, photos and images, video, print and new media). This includes providing access to the Recipient's work site(s) to the Agency staff. The Recipient agrees that the Minister may contact it for the purposes of preparing project success stories;

   (d) When providing information on the products and services funded in whole or in part by this Agreement, specify that the financial assistance is made possible through a contribution from the Minister;

   (e) Prominently display in a manner prescribed by the Minister, promotional material or signage according to a design specified by the Minister and produced and installed at the Recipient's expense, communicating the nature of the funded activities and/or the involvement of the Minister; and

   (f) Include acknowledgement, in a manner prescribed by the Minister, in all publications and advertising describing or promoting the products and services

funded in whole or in part by this Agreement, including, but not limited to, electronic media (web, television, video), and print media (signs, print advertising, brochures, magazines, maps, posters). The Recipient will consult with the Minister in preparing the content and look of all such material, which must be approved in advance. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 33-16

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH (Lot 21, Concession 6, Geographic Township of Arthur, with a civic address of 7470 Sideroad 8 W, Jan & Helen Roesink)

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 Lot 21, Concession 6 in the 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-180)**
   - **Agricultural (A) to "Agricultural Exception (A-181)**

2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.180 Lot 21, Conc 6 (Arthur)	**A-180**	**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 MDS 11 conformity**

3. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.181 Lot 21, Conc 6 (Arthur)	**A-181**	**Notwithstanding Section 8.3.1 or any other section of this by-law to the contrary, the barn existing on the day of passing of this by-law may have a maximum floor area of 231.13 m² (2,488 sq.ft).** **And further no other accessory structures will be permitted on the property without an amendment to this by-law.**

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 18TH DAY OF APRIL, 2016.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 33-16

Schedule "A"

Rezone from Agricultural (A) to Agricultural Exceptions (A-180 and A-181)

Passed this 18th day of April, 2016

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 33-16

THE LOCATION being rezoned is Lot 21, Concession 6, Geographic Township of Arthur, with a civic address of 7470 Sideroad 8 W. The lands subject to the amendment are 34.26 hectares (84.68 acres) in size and are currently zoned Agriculture.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict future residential development and to permit the existing 2,488 sq. ft. barn on the severed residential lot. This rezoning is a condition of severance application B109/15, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling (2.2 acres) from the agricultural parcel under the surplus farm dwelling policies.

AMO watchfile

March 31, 2016

In This Issue

- 2016 P.J. Marshall Award submissions due April 29.
- Applications open for municipalities to apply for community safety grant.
- Ontario consults on its Strategic Framework for Tourism.
- Experience Ontario - community connected experiential learning.
- All about Capacity, Communication & Collaboration.
- Space limited in pre-conference Heads of Council Training.
- NEW! Municipal Councillor Financial Literacy course.
- It's time to Cover Your Assets.
- LAS LED Streetlight Service reaches new peak.
- Workshops to manage municipal trail and cycling risk.
- Register for FCM's Annual Conference today!
- Careers with AMO and Simcoe County.

AMO Matters

Submit your municipal government project that demonstrates excellence in the use of innovative approaches to improve capital and/or operating efficiency and to generate effectiveness through alternative service delivery initiatives and partnerships. Apply for the 2016 P. J. Marshall Municipal Innovation Award today! Deadline: April 29, 2016.

Provincial Matters

Ontario is now accepting applications for the Safer and Vital Communities Grant and the Proceeds of Crime - Front Line Policing Grant to help fund community-led safety and corrections projects in Ontario. The province will invest up to $3.7 million under these two grant programs to support community partnerships, crime prevention programs and alternatives to incarceration.

This spring, Ontario will be holding focus sessions on tourism in communities across the province to support the development of the Strategic Framework for Tourism in Ontario. Learn more about sessions happening in your community.

Experience Ontario is a two year, $20-million pilot program that will give several hundred recent Ontario high school graduates valuable work experience, career coaching and mentorship. Municipal governments among other entities are eligible. For more information on the program and its desired outcomes, contact experienceontario@ontario.ca.

AMO/LAS Events

The 2016 LAS/MFOA Asset Management Symposium is only one week away. Join delegates at the JW Marriott Muskoka for a 1.5 day event that explores Capacity, Communication and Collaboration. Full program details and registration available on our website.

Join fellow Heads of Council at AMO's Heads of Council Leadership training prior to the AMO Conference - Aug 14. Get the information you need to be an effective Head of Council. Learn what skills you need to utilize, the tools you need to lead, manage and collaborate and more. Don't miss out, and reserve your space today!

Municipal councillors are the stewards of municipal finances. Developing a strong understanding of municipal finance is key. This new work at your own pace course covers topics such as the long term view; roles and responsibilities; and more. Log in today, work at your own pace and get the skills you need!

Cover Your Assets - A Primer on Municipal Asset Management is available as a work-at-your-own-pace online course. Topics include defining asset management (AM), understanding the role of Council in AM, communicating with the public and more. Log in today, work at your own pace and get the skills you need!

LAS
All across Ontario 140 municipalities of every size are saving $10 million in energy and $3.25 million in maintenance each year. Read our new case study to find out more.

LAS partners with Frank Cowan Company (FCC) to offer municipalities access to education materials that promote continuing awareness about risk management issues. Visit the LAS website ccess a variety of resources and register for upcoming FCC trail/cycling workshops.

Municipal Wire*
Join 2,000 municipal leaders and officials at FCM's Annual Conference and Trade Show in Winnipeg from June 2-5, 2016. Help shape Canada's municipal agenda. Early bird deadline is April 11.

Careers
Gas Tax Fund Program Manager - AMO. The ideal candidate is an experienced innovator and collaborator with excellent verbal and written communication skills informed by advanced knowledge of municipal government; demonstrated advocacy and government relations skills as well as infrastructure program design and administration. Please apply by noon, April 1, 2016 to: AMO, 200 University Avenue, Suite 801, Toronto, Ontario M5H 3C6, Attn: Gas Tax Fund Program Manager Search or email: hr@amo.on.ca.

Director, Social Housing - County of Simcoe. Reference Code: 16-EXT-02-241. Closing Date: April 15, 2016. To apply for this opportunity, please visit County of Simcoe Careers.

About AMO
AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow @AMOPolicy on Twitter!

AMO Contacts
AMO Watch File Team, Tel: 416.971.9856
Conferences/Events
Policy and Funding Programs
LAS Local Authority Services
MEPCO Municipal Employer Pension Centre of Ontario
Media Inquiries, Tel: 416.729.5425
Municipal Wire, Career/Employment and Council Resolution Distributions

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AMO watchfile

April 7, 2016

In This Issue
- MPAC's 2016 Assessment Update.
- New tools to give Ontarians a voice in government decision-making.
- ONHWPA review to improve new homeowner protections.
- First responders PTSD legislation passed.
- *Bill 151, Waste Free Ontario Act* sent to standing committee.
- Online course in land use planning a "must view".
- NEW! Municipal Councillor Financial Literacy course.
- NEW this fall: Human Services Symposium.
- Better understand Ontario's electricity market.
- Join LAS at one of our spring information sessions.
- Tay Township resolution concerning municipal insurance costs.
- Career with South Nation Conservation.

Guest Column*
Changing assessment values can create real challenges for municipalities. That's why MPAC has made several key improvements to help municipalities and property owners plan for, and manage, the new 2016 Assessment Update.

Provincial Matters
The province has launched tools that give more Ontarians a voice in government decision-making. The new online Public Consultations Directory provides one window access for Ontarians to find information about and participate in consultations. The Public Engagement Framework tool lays out different approaches to public engagement.

Justice Cunningham will be reviewing the *Ontario New Home Warranties Plan Act* (ONHWPA) and the Tarion Warranty Corporation (Tarion). Consultations are starting next week.

The PTSD legislation creates the presumption that post-traumatic stress disorder diagnosed in first responders is work-related. First responders will be able to access WSIB benefits under the presumption with a diagnosis. As part of its PTSD prevention strategy, the Province has also released a Resource Toolkit, a guide to assist municipal employers develop PTSD prevention plans, a PTSD prevention plan template, and Q&As about the toolkit.

Bill 151 passed second reading with unanimous support on April 5th, and has been referred to the Standing Committee on Social Policy. Contact the Clerk to sign up to present to the Standing Committee. An update on Bill 151 and the proposed municipal amendments will be sent out to members next week.

AMO/LAS Events
Why do municipalities need to plan? Why is land use planning important? What is zoning? AMO's online self-directed course in land use planning provides the answers to these and many other questions that members of council should know. Log in to the AMO online portal today and become familiarized with the basics of land use planning!

Municipal councillors are the stewards of municipal finances. Developing a strong understanding of municipal finance is key. This new work at your own pace course covers topics such as the long term view; roles and responsibilities; and more. Log in today, work at your own pace and get the skills you need!

Mark your calendars for September 21, 2016 for the first joint AMO-OMSSA Human Services Symposium. Program is in development and registration will be made available shortly. See you this fall at the Hilton Garden Inn, Vaughan.

Join LAS on Thursday, April 14th at 11:00 am for a webinar about Ontario's electricity market. Learn the different rate structures in the market, how to read your bill, and how the LAS Electricity Program can save your municipality money. To register, email Susan Weiss. Space is limited, so register today!

LAS is hosting no-cost Town Hall information sessions across the province this spring. Join us and discover how LAS helps municipalities *Save Money, Make Money & Build Capacity*.

Municipal Wire*

Tay Township resolves to appeal to the provincial government to implement a comprehensive, long-term solution to insurance reforms, including joint and several liability, for municipalities, addressing the alarming rise in insurance premiums due to rising litigation and claim costs.

Careers

Hydrogeologist, Risk Management Official - South Nation Conservation. Location: Finch, Ontario. Please forward your resume by 8 a.m., April 18, 2016, quoting "Hydrogeologist, Risk Management Official" in the subject line, to Carl Bickerdike, Team Lead, Corporate Services at cbickerdike@nation.on.ca.

About AMO

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Municipal Wire, Career/Employment and Council Resolution Distributions

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SAUGEEN VALLEY CONSERVATION AUTHORITY

Conservation through Cooperation

MINUTES

MEETING: **Authority**
DATE: **Thursday, February 25, 2016**
TIME: **1:00 pm**
LOCATION: **Administration Office, Formosa**

CHAIR: Luke Charbonneau

MEMBERS PRESENT: John Bell, Barbara Dobreen, Brian Gamble, Dan Gieruszak, Steve McCabe, Sue Paterson, Andrew White

MEMBERS ABSENT WITH REGRET: Robert Buckle, Maureen Couture, Kevin Eccles, Wilf Gamble, Stewart Halliday, Dan Kerr, Mike Smith

OTHERS PRESENT: Wayne Brohman, General Manager/Secretary-Treasurer
Carl Seider, Project Manager, Drinking Water Source Protection
Emily Vandermeulen, Program Supervisor, Drinking Water Source Protection
Heather Malcolmson, Director, Source Protection Programs Branch, MOECC
Teresa McLellan, Liaison Officer, Source Protection Programs Branch, MOECC
Erin Harkins, Review Coordinator, Source Protection Programs Branch, MOECC
Jo-Anne Harbinson, Manager, Water Resources & Stewardship Services
Erik Downing, Manager, Planning & Regulations
Les McKay, Manager, IT
Gary Senior, Sr. Manager, Flood Warning & Land Management
Shannon Wood, Manager, Communications
Catherine Billings, Communications Assistant
Jack MacLeod, Chair, Saugeen Valley Conservation Foundation
Catherine Dickison, Vice-Chair, Saugeen Valley Conservation Foundation
Janice Hagan, Recording Secretary
Guests and Members of the Press

CALL TO ORDER & CHAIR'S WELCOME

Chair Luke Charbonneau called the meeting to order at 1:03 pm.

1. Adoption of the Agenda

Item #4 of the agenda was amended to include staff appreciation.

MOTION #G16-20
Moved by Dan Gieruszak
Seconded by Sue Paterson
THAT the agenda be adopted as amended.

Carried

2. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

3. Minutes of the Authority Meeting – January 15, 2016

MOTION #G16-21
Moved by Andrew White
Seconded by John Bell
THAT the minutes of the Authority meeting, held on January 15, 2016 be adopted as circulated.

Carried

4. Presentations

a. Volunteer, Sponsor & Staff Appreciation

The following Staff Appreciation Awards were presented by Luke Charbonneau to Long Serving employees of SVCA:

- Twenty-five Year Service Award (Watch): Jo-Anne Harbinson, Manager, Water Resources & Stewardship Services.
- Fifteen Year Service Award (Plaque): Ron Kaufman, Superintendent of Saugeen Bluffs Conservation Area [not in attendance].

The following major sponsors of SVCA were recognized by Luke Charbonneau, and representatives in attendance were presented with a plaque for their financial contribution to SVCA:

Bruce Power, Community Foundation Grey Bruce, Enbridge, Grey Bruce Sustainability Network, RBC Foundation – Bluewater Fund, Stewardship Grey Bruce, John Sutherland & Sons Ins., TD Friends of the Environment, Walkerton Rotary Club.

The following major volunteers of SVCA were recognized and those in attendance were presented with a bottle of maple syrup:

Ontario Steelheader's Association, Kincardine Ski Club, Melissa Henkusens & Julie Henhoeffer, Gary Senior, Jack MacLeod, Catherine Dickison, and Marian Wersch *(in memoriam)*.

The following SVCF major sponsors were recognized by Jack MacLeod, SVCF Chair and Catherine Dickison SVCF Vice-Chair and representatives in attendance were presented with a plaque:

Bruce Power, Bruce Telecom, Grants Independent, Love's Sweetness Maple Syrup, Ontario Power Generation, Ross Young Bus Lines, Scotia Bank, The Post, Trillium Mutual Insurance Company.

The following SVCF major volunteers were recognized by Jack MacLeod, SVCF Chair and Catherine Dickinson SVCF Vice-Chair and those in attendance were presented with a bottle of maple syrup:

Lin Fleming, Sam Fraser, Johanna Hardy & Family, Faye Moore, Bryce Johnson, John & Jeanne Kuntz, MaryAnn Kroetsch, Helen Grubb, Marlene Montag, The Martyn Family, Jim & Barbara Potts, The Ward Family, Sharon Yorke, Lucy Luyten, & Brian Oberle.

A coffee break was called at 1:30pm.
Chair Luke Charbonneau called the meeting back to order at 1:38pm

b. Source Water Protection Plan Amendment

Carl Seider welcomed Heather Malcolmson, Teresa McLellan, and Erin Harkins in attendance from MOECC. Mr. Seider gave a presentation on the SWP plan amendment and highlighted the Timeline of Intake Protection Zone 3 Events-based Area Delineation Work. His presentation is attached to the office copy of these Minutes. He told the Authority that the next steps are public consultations. The Chair presented the Authority members with a letter he had drafted regarding the amendments and told them they needed to determine if appropriate steps had been taken. Heather Malcolmson told the Authority that it was not the role of the MOECC to check for agreements and approvals by the Authority at each step but it was the assumption of MOECC that this was already in effect once it was presented to them. Further discussion on the Plan Amendment will take place at the next Source Protection Management meeting.

5. Matters arising from the Minutes

a. Administration Resolutions

A copy of the updated Administration Resolutions was distributed to each Authority Member.

b. Planning & Regulations Policy Document

Erik Downing told the Authority that the next step in the creation of the Planning & Regulations Policy document was public consultations. He gave the Members a list of possible community groups that may want to contribute ideas to the policy document. The Members discussed the possibility of hiring an external consultant to carry out the process in order to avoid unnecessary taxation on SVCA staff. Erik assured the Authority that SVCA staff would like to be involved in shaping the Policy document. After discussion, the Authority members made the following resolution:

MOTION #G16-22
Moved by John Bell
Seconded by Barbara Dobreen
THAT the Authority members refer the Planning & Regulations consultation process to the Executive Committee; and further,

THAT the Executive Committee report back to the Full Authority.

Carried

c. Customer Service Survey

A hard copy of the Customer Service Survey report was handed out to each of the Members for their information.

d. Staff Performance Reviews and Salary Grid Movement

This item is discussed under New Business below (8c).

6. Correspondence

- Copy of Resolution 15-25 from the Corporation of the Municipality of Brockton regarding the Phragmites issue was **noted and filed**.
- Copy of Letter from Dick Hibma, Chair, Grey Sauble Conservation Authority, written to Premier Kathleen Wynne, regarding the Phragmites issue was **noted and filed**.
- Letter from Raylene Martell, Clerk, Township of Southgate, responding to the letter from SVCA regarding the Phragmites issue was **noted and filed**.
- Letter from the Honourable Jane Philpott, Minister of Health, responding to the letter from SVCA regarding the Phragmites issue was **noted and filed**.
- Letter from B.Funes, Executive Correspondence Officer, on behalf of the Right Honourable Justin Trudeau, Prime Minister of Canada, responding to the letter from SVCA regarding the Phragmites issue was **noted and filed**.

7. Reports

a. Finance Report

Wayne Brohman reviewed the highlights of the Finance Report.

MOTION #G16-23
Moved by Steve McCabe
Seconded by Barbara Dobreen
THAT the Financial Report to December 31, 2015 be accepted as distributed and further;

THAT the Accounts Payable, totaling $298,147.14 be approved as distributed.

Carried

b. Reserve Report

Wayne Brohman reviewed the highlights of the Reserve Report.

MOTION #G16-24
Moved by Barbara Dobreen
Seconded by Andrew White
THAT appropriations to and from reserves as at December 31, 2015 be approved as distributed.

Carried

c. Program Report

MOTION #G16-25
Moved by Andrew White
Seconded by Steve McCabe
THAT the Program Report be adopted as presented.

Carried

d. Planning and Regulations Action Items

Due to time constraints, the Chair postponed this item to the next scheduled meeting of the Authority.

8. New Business

a. Planning & Regulations File Tracking System

Les McKay demonstrated how the file tracking system will work once it is completed. He explained that SVCA staff currently use Microsoft SharePoint software as a database system which will be the software platform for the new file tracking system. After extensive consultation with Staff in the Planning & Regulations department, he has developed InfoPath files to store permit information and all relevant information pertaining to the department. He also explained that old permit files are being scanned and stored as digital files to allow for easier access. There was a brief discussion about the advantages of upgraded Digital Elevation Modeling [DEM] software. The Chair asked that a report on DEM be provided at the next Authority meeting. The Chair thanked Les for all of the efforts being put into this project so far.

Les McKay and Erik Downing left the meeting at 3:10 pm.

b. Agricultural Advisory Committee

Wayne Brohman presented a draft copy of the Terms of Reference for governance of the proposed adhoc Agricultural Advisory Committee.

MOTION #G16-26
Moved by Steve McCabe
Seconded by John Bell
THAT an Ad-Hoc Advisory Committee be struck; and further

THAT the Authority adopt the amended draft Terms of Reference for the Agricultural Ad-Hoc Advisory Committee as presented to the Authority on February 25, 2016.

Carried

c. Staff Performance Reviews and Salary Grid Movement

Due to time constraints, the Chair postponed this item to the next scheduled meeting of the Authority.

d. Bluffs Campground update, Business/Marketing Plan

Shannon Wood gave a brief synopsis of the Bluffs Campground Business/Marketing plan which included the addition of horse camping. This plan was discussed at the Executive meeting, February 17, 2016 and the recommendation was made that the Authority pursue this as an effective plan. Time constraints did not allow for Shannon to share her presentation but this will be added to the agenda for the next scheduled Authority meeting. The Members congratulated Shannon and staff for their hard work, creativity, and obvious enthusiasm.

MOTION #G16-27
Moved by Barbara Dobreen
Seconded by Steve McCabe
THAT the Authority accept the Bluffs Campground Business/Marketing Plan as presented on February 25, 2016; and further

THAT SVCA Staff be authorized to proceed to implement the initiatives set out in the plan.

Carried

9. Other Business

a. Planning & Regulations Customer Service Survey Update

Due to time constraints, the Chair postponed this item to the next scheduled meeting of the Authority.

b. Chatsworth Road Issue

Brian Gamble reviewed the Town of Chatsworth road allowance issue regarding Lot 69, Concession 2. He told the Authority that there had been previous discussions regarding the request to transfer a portion of SVCA property to the Town of Chatsworth in order to straighten the road. The Chair would like to discuss the issue further and postponed any resolution to the next scheduled Authority meeting. Wayne Brohman was directed to prepare a report for the next Authority meeting.

MOTION #G16-28
Moved by John Bell
Seconded by Sue Paterson
THAT the Authority directs SVCA staff to return with a report to Authority members on Concession 2, Town of Chatsworth.

Carried

c. News Articles

The GM/S-T submitted articles from local newspapers regarding the SVCA for the purpose of keeping the Authority members up to date on current events. There were no questions related to the news articles.

10. Closed Session – Personnel Matter

MOTION #G16-29
Moved by Barbara Dobreen
Seconded by Dan Gieruszak
THAT the Authority Members move to Closed session, In Camera, to discuss a personnel matter; and further

THAT Janice Hagan remain in the meeting.

Carried

MOTION #G16-33
Moved by Andrew White
Seconded by John Bell
THAT the Authority adjourn from Closed Session, In Camera, and rise and report.

Carried

Only those items identified on the agenda were discussed in Closed Session. There were no actions to report from the Closed Session, In Camera.

There being no further business, the meeting adjourned at 4:10 pm on motion of Steve McCabe.

Luke Charbonneau
Chair

Janice Hagan
Recording Secretary

400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 **Toll free:** 866.900.4722 **Fax:** 519.621.4844 **Online:** www.grandriver.ca

March 30, 2016

Grand River Watershed Municipal Clerks:

Re: Grand River Conservation Authority (GRCA) comments on Ministry of the Environment and Climate Change (MOECC) Draft Excess Soil Policy Framework

On March 24, 2016, the Members of GRCA directed that the attached report be circulated to all Member municipalities. It was felt that this joint concern would be of interest to GRCA watershed municipalities, which are facing many of the same issues in dealing with excess soil and large fill sites.

While generally supportive of the Provincial direction, the Members noted support for two of the proposed actions specifically:

1. MOECC to work with partner ministries to develop a new regulation under the *Environmental Protection Act* requiring larger and/or riskier source sites to develop and implement excess soil management plans certified by a Qualified Person and made available to MOECC and local authorities.
9. Ministry of Municipal Affairs and Housing and Ministry of Resources and Forestry to explore, with partners, legislative and non-legislative ways to improve compliance and enforcement with *Municipal Act* and *Conservation Authorities Act* requirements.

If you have any questions regarding the report, or the GRCA position on this issue, please contact Fred Natolochny at 1.519.623.2763 extension 2229.

Yours sincerely

Helen G. Jowett, CHRP, MBA
Chair, Grand River Conservation Authority

Grand River Conservation Authority

Report number: GM-03-16-33

Date: March 24, 2016

To: Members of the Grand River Conservation Authority

Subject: Proposed Excess Soil Management Policy Framework

Recommendation:

THAT Report GM- 03-16-33 - Proposed Excess Soil Management Policy Framework be received as information;

AND THAT this report be forwarded to the Ministry of the Environment and Climate Change through Environmental Registry Number 012-6065 to provide comment on the proposal.

Summary:

The Province of Ontario has posted "Proposed Excess Soil Management Policy Framework" on Ontario's Environmental Registry (ER posting number 012-6065). Comment on the posting is due by March 26th, 2016. The proposed policy framework lays out a more comprehensive plan to deal with excess soil resulting from development and infrastructure projects. The general intent is to shift responsibility to generating sites, recognize excess soil as a resource whenever possible, and to treat the material as a waste where it is warranted. The responsibilities for management and oversight are being identified, with specific recommendations for policy and actions required, including review, modification and introduction of new regulations where required.

Report:

Background

The Ministry of Environment and Climate Change has taken the lead role in an inter-ministerial review of the provincial position in the handling of excess soil. Excess soil, or fill material, has become an issue in and around the Greater Toronto Area. The GRCA has been dealing with this issue, along with our member municipalities for some time now. GRCA has a guide for staff use when considering large fill proposals. Initial discussions with municipalities in 2011 resulted in a guide being approved for staff use in 2012. Conservation Ontario has an active group monitoring this issue, which GRCA is part of, and they have coordinated the position of Conservation Authorities when providing input to the province. In addition the GRCA sits in a Large Fill group with the City of Hamilton. Staff have engaged with various other municipalities to address specific questions or issues.

The Province had issued "Management of Excess Soil – A Guide for Best Management Practices" in January 2014 in response to increased concerns from municipalities, conservation authorities and others. This paper was a guidance document that made recommendations, such as having a soil management plan, and employing "qualified persons" but did not address legislative deficiencies that allow for continued operation of some sites without adequate and appropriate supervision. Comments

at the time suggested that the guide was not adequate and that a further review should be undertaken as voluntary compliance was not an effective management tool.

Following release of the Provincial guide, staff reviewed the GRCA guideline and provided an update to the Board that was approved in 2014. As there was little change in the tools available, we refined, but did not materially change the guide staff use in reviewing permit applications.

Conservation Ontario and certain conservation authorities have been providing comments to the provincial review of this issue, including written comments and attendance at listening sessions. The province posted a proposed policy framework to the Environmental Bill of Rights on January 26th, 2016 inviting comments by March 26th 2016. Staff intend to work with Conservation Ontario to get comments submitted, and to submit comments directly from the GRCA as well.

Proposed Excess Soil Management Policy Framework Review

The proposed policy framework very closely reflects the comments provided to the province over the past few years. There is a clear direction to place responsibility on the owners of source sites. Where possible, re-use is encouraged, where the soil quality is compromised, such as that from some brownfield sites, excess may be declared "waste" and treated accordingly. These new directions will require some new and some changes to existing regulation. Additional record keeping has been identified as a key component of the soil management system to achieve transparency with the management of the material throughout the transfer from source site, through potential intermediate storage sites to the eventual deposition site. In addition, a new regulation is required to identify a "Qualified Person" who would be responsible for determining the soil quality, ensuring a soil management plan is developed and that the plan is implemented. Responsibility for the material would remain with the source site during the entire process. That would allow for tracking and assigning responsibility for soil that is not appropriately handled.

The Conservation Ontario Large Fill working group has suggested that an excess soil management plan could be linked to building permits and Planning Act approvals to provide greater provincial and municipal overview. Environmental Compliance Certificates for interim storage and for soil treatment sites or facilities may be required for temporary storage to promote remediation of soil to protect the environment and public health.

The framework recommends review of the Municipal Act to remove restrictions on municipal site alteration regulations that currently do not allow application of municipal site alteration bylaws where conservation authority regulations are applied. This is a key recommendation supported by conservation authorities as this provision has led to considerable conflict with municipalities as issues considered by conservation authorities do not cover the full suite of concerns from a municipal perspective.

In addition, the province will consider amendments to various other pieces of legislation that may be beneficial, such as allowing excess soil in aggregate licensed areas under certain circumstances, and developing an educational program for the industry and ways to improve compliance and enforcement with Conservation Authorities Act requirements.

There is a renewed emphasis to consider excess soil as a resource and to plan for re-use whenever possible. This may include municipal re-use strategies, or soil banking for future use. Market based mechanisms for re-use are being considered in the proposed framework.

Comments

The proposed framework has incorporated the majority of the comments provided to the province by Conservation Ontario and the GRCA. Staff are particularly pleased with the commitment to review the Municipal Act and Conservation Authorities Act exclusion which has led to a disjointed management scheme. In addition, we believe that identifying the source site as a responsible party, with regulations and provincial intent to administer the process, will allow for a coordinated and comprehensive program to track and use excess soil.

The priorities and timelines suggested are attached to this report.

One area that was not addressed is the lack of commitment on the part of the province to consider funding for monitoring and compliance activities that are required of conservation authorities. While this issue is broader than excess soil management, it is a contributory component of program delivery costs.

Staff recommend that the following key points be presented to the Province to consider when developing a work plan to implement the proposed Excess Soil Management Policy Framework:

- The Grand River Conservation Authority supports the proposed initiative to address the issue of excess soil movement in a comprehensive policy framework.
- There should be a clear delineation of the responsibility for management of excess soil, from source site to final deposition, with appropriate guidelines and enforcement procedures.
- There should be a single point of responsibility for administration and monitoring of excess soil management, and the responsible party should be able to consider all potential impacts (environmental, social, economic).
- Monitoring and compliance are required to provide confidence in the system.
- Costs for administration, monitoring and enforcement of the Conservation Authorities Act need to be considered and means for recovery of costs identified in the strategy.

Financial implications:

Not applicable

Other department considerations:

Resource Planning, Engineering, and Natural Heritage staff are involved in the review and administration of applications and violations involving large fill operations.

Prepared by:

Fred Natolochny
Supervisor of Resource Planning

Approved by:

Nancy Davy
Director of Resource Management

6.0 PRIORITIES AND TIMELINE

The actions outlined in the proposed framework will be prioritized based on feedback heard through consultation. The Ministry would work with its partner ministries, industry and qualified persons to follow through on a number of actions over the next year and into the future, including the following potential actions which are either already underway or would be initiated in the near future:

PROPOSED ACTION	Currently Underway	Short-term (2016)	Longer-term
1. MOECC to work with partner ministries to develop a new regulation under the EPA requiring larger and/or riskier *source sites* to develop and implement excess soil management plans certified by a Qualified Person and made available to MOECC and local authorities.		X	
2. MMAH and MOECC, could require proof of an Excess Soil Management Plan for issuance of certain building permits.			X
3. MMAH and MOECC, to promote linking requirements for *excess soil management* to applicable Planning Act approvals through guidance			X
4. MOECC to work with Qualified Persons on *excess soil management* guidance.	X		
5. MOECC to clarify when waste approvals apply to excess *soil processing sites* and prescribe requirements for temporary storage sites.		X	
6. MMAH with MOECC to consider approaches that would encourage municipalities to identify appropriate areas (e.g. industrial) for *excess soil* storage and processing to encourage local re-use, to be achieved through ongoing updates to the provincial land use planning framework, including the coordinated review of provincial plans.	X		
7. MMAH and MNRF to consider amendments to legislation to remove restrictions on site alteration by-laws in conservation authority regulated areas.	X		
8. MMAH and MOECC to develop educational materials respecting receiving sites, including larger (commercial) sites, to inform municipalities in the development or updating of by-laws.		X	
9. MMAH and MNRF to explore, with partners, legislative and non-legislative ways to improve compliance and enforcement with Municipal Act and Conservation Authorities Act requirements.	X		
10. MNRF to consider requiring record keeping for fill being brought to licensed and permitted aggregate sites, through the current review of the Aggregate Resources Act	X		
11. OMAFRA and MOECC, to develop best-practice guidance for farmers to limit impacts of the importation of soil onto farmland.	X		
12. MOECC to develop approaches and standards for re-use of *excess soil* that provide for environmental protection and sustainable re-use of *excess soil*.		X	X
13. MOECC to develop clear guidance to inform requirements on testing of *excess soil*.			X
14. MOECC to develop guidance for smaller, lower risk source or receiving projects or sites.			X

PROPOSED ACTION	Currently Underway	Short-term (2016)	Longer-term
15. MMAH with MOECC to identify opportunities to encourage municipalities to develop soil re-use strategies as part of planning for growth and development (e.g. official plans, master planning) through ongoing updates to the provincial land use planning framework, including the coordinated review of provincial plans.	X		
16. MOECC to develop guidance for the consideration of *excess soil* in the environmental assessment processes that govern large infrastructure and other development projects.			X
17. Province to support pilot projects identifying opportunities and procedures for *excess soil* re-use		X	
18. MOECC to integrate and align various aspects of provincial policy including Regulation 347 (Waste) and O. Reg. 153/04.		X	
19. Province, including MOECC, MTO and MEDEI, to review and update existing guidance for provincial projects (e.g. transportation and infrastructure) to ensure alignment.			X
20. MOECC to develop a stakeholder group (and potential sub-working groups) to provide input on proposed policies, technical matters, guidance and implementation, including coordination with external programs.		X	
21. Industry and MOECC will jointly investigate approaches to program delivery, e.g. like the UK CL:AIRE model, that promote market-based mechanisms to encourage the reuse of excess soil		X	

Grand River Conservation Authority

Minutes - Annual General Meeting

Date:	February 26, 2016
Time:	9:30 am
Location:	Auditorium Grand River Conservation Authority 400 Clyde Road, Box 729 Cambridge, ON N1R 5W6
Members Present	Les Armstrong, Bruce Banbury, Robert Bell, Elizabeth Clarke, Bernie Corbett, Susan Foxton, Guy Gardhouse, Helen Jowett, Geoff Lorentz, Cindy Lunau, David Neumann, Joe Nowak, Vic Prendergast, Wayne Roth, Mike Salisbury, Pat Salter, Shirley Simons, George Stojanovic, Warren Stauch, Chris White, George Wicke
Members Absent	Brian Coleman, Kelly Linton, Jane Mitchell, Fred Morison, Sandy Shantz
Staff	Karen Armstrong, Dave Bennett, Dwight Boyd, Nancy Davy, Joe Farwell, Samantha Lawson, Keith Murch, Jack Griffin, Sonja Radoja, Tracey Ryan, George Sousa, Lisi Stocco, Sara Wilbur, Martin Keller, Bev Parrott, Dave Schultz, Matt Amy, Nathan Munn, Crystal Allan, Sandra Cooke, Fred Natolochny
Others	Ray Martin, Cambridge Times; Brian May, MPP, Cambridge; Ken Seiling, Chair, Region of Waterloo; Bill Mackie, Chair, Kettle Creek

Conservation Authority, Grant Hughes and Robert Putnam, Belwood Lake Cottagers' Association

1. Call to Order

The Meeting was called to order by the Chair at 9:30 a.m.

2. Roll Call and Certification of Quorum – 13 Members constitute a quorum (1/2 of Members appointed by participating Municipalities)

The Secretary-Treasurer called the roll and certified a quorum with 21 Members present.

3. Chair's Remarks

The Chair welcomed visitors, members and staff and introduced Bryan May, MP, Cambridge; Ken Seiling, Chair, Regional Municipality of Waterloo and Bill Mackie, Chair, Kettle Creek Conservation Authority. The Chair then made the following remarks:

On January 25, Helen Jowett, Joe Farwell and Keith Murch presented the draft Budget to City of Hamilton council. George Stojanovic also attended. He thanked staff for their very thorough presentation.

On February 12, 2016 the Heritage Day Workshop and Celebration was held. Members in attendance included Helen Jowett, Shirley Simons, Sue Foxton, Warren Stauch, Elizabeth Clarke, Jane Mitchell and Pat Salter.

On February 17, 2016 Guy Gardhouse, Joe Farwell and Keith Murch presented the draft Budget to the Township of Amaranth council.

On March 5, 2016 Grand River Conservation Authority (GRCA) will host a Managing Trees on Your Property Workshop at the Administration Centre in Cambridge. GRCA forestry staff together with experts from Pollination Guelph and the Invasive Plan Council of Ontario will cover various topics. Registration is free and can be done on the GRCA website.

Also on March 5, 2016 GRCA staff will participate in a Sharing Experiences Workshop at the Puslinch Community Centre. The Workshop is organized by local Conservation Authorities and environmental organizations and will feature a keynote address by Gord Miller, Ontario's former Environmental Commissioner. Registration is free and can be done on-line at www.conservationhamilton.ca

Each of the members has been provided with a copy of the 2016 publication "Your Guide to Grand River Parks". Members were encouraged to use the Membership Pass given to them to visit GRCA parks.

4. Review of Agenda

There were two additional reports circulated on the addendum to the Agenda: a copy of the Pre-Budget Submission from Conservation Ontario to the Federal Minister of Finance, which has been added to C.A.O.'s report, and the late starter Current Watershed Conditions report.

Moved By Bruce Banbury
Seconded By Les Armstrong

THAT the agenda for the Annual General Meeting be approved as amended.

Carried

5. Declarations of Pecuniary Interest

There were no declarations of pecuniary interests made in relation to the matters to be dealt with.

6. Minutes of the Previous Meeting - January 22, 2016

There were no questions or comments with respect to the Minutes of the previous meeting.

Moved By Susan Foxton
Seconded By Bernie Corbett

THAT the minutes of the General Membership Meeting of January 22, 2016 be approved as circulated.

Carried

7. Business Arising from Previous Minutes

There was no business arising from the minutes of the previous meeting.

8. Hearing of Delegations

8.1 Hearing of Delegations

The Chair advised the members that Grant Hughes, Belwood Lake Cottagers' Association wished to take the place of Keith McKee with permission of the members. The members approved having Grand Hughes appear as a delegate before them.

Grant Hughes thanked the members for allowing him to speak. He introduced Robert Putnam and indicated that they represented the Belwood Lake Cottagers' Association. He provided background information with respect to Ministry of Environment and Climate Change (MOECC) inspections of cottage lot septic systems at Conestogo and Belwood Lakes. He said that MOECC wants every septic system certified and this is an expensive process. The cottagers have objected and have been meeting since last summer. GRCA is involved because it is the landowner. He said cottagers do not want to pollute the lakes. He took the opportunity to thank Samantha Lawson, Property Manager and her staff for their assistance in dealing with MOECC.

Sue Foxton said it is legislated that all municipalities inspect septic systems and not just at lakes. Grant Hughes responded that the first thing the Ministry wanted to conduct inspections was a cheque.

Helen Jowett thanked the delegate for recognizing GRCA staff's assistance.

9. Presentations

9.1 New Website - GRCA and Lake Erie Source Protection Region

The Chair introduced David Schultz, former Manager of Communications and George Sousa, Manager of Manager of Information Systems and Technology.

David Schultz advised the members that development of the new website began two years ago. Throughout the process staff have learned about what people want from the GRCA's website. Staff worked with eSolutions which is a firm that many municipalities work with. He displayed the various menus and the prominent search box working through Google. He indicated that GRCA shares the website with the Grand River Conservation Foundation and it has approximately 1,000 subscribers.

George Sousa spoke of the services that the new website provides indicating that the most popular is up to date information on the river, through the river data section. A valuable addition is information on how to read the various charts which was prepared by David Schultz. Another popular service is the online

permit application. He displayed the online store, translator and mapping. He indicated that the new website meets 2021 objectives pursuant to the Accessibility for Ontarians with Disabilities Act.

David Schultz referred to the Source Protection Planning section of the website and said that staff tried to make it helpful to landowners to see if their property was in an affected area and what impact it has.

Mike Salisbury said he realizes how significant the new website is and that everything GRCA does as far as what the public wants is "topnotch". He referred to a recent presentation with respect to recent GIS mapping and the level of detail. He asked whether that level of detail is or will be available in the "Map Your Property" section of the website. George Sousa said that staff are in the process of having the program reviewed by planners at municipalities for their input and then the information will be made available.

Helen Jowett said that she felt the new website would generate significant interest.

10. Correspondence

Mike Salisbury said he is very aware of the phragmites issue and asked if GRCA has an initiative that it is undertaking in the watershed in this regard. Joe Farwell said that this problem goes well beyond GRCA and is shared by municipalities, etc. throughout the Province.

Nancy Davy confirmed that the Natural Heritage group is working on a pilot project at Taquanyah which has a large area of phragmites. She said that will cost approximately $50,000 to treat a very small area. Mike Salisbury said he perceives that this is one of the greatest threats to the diversity of the watershed and asked if this is accurate. Nancy Davy agreed that it is very invasive.

Moved By Susan Foxton
Seconded By Geoff Lorentz

THAT Correspondence from Denise Holmes, Township of Melancthon, dated February 5, 2016 to Keith Murch, Grand River Conservation Authority, re: 2016 Budget and correspondence from Dick Hibma, Chair, Conservation Ontario to the Honourable Kathleen Wynn, Premier, dated January 21, 2016 re: Control of Invasive Species: Phragmites australis in Ontario be received as information.

Carried

10.1 Correspondence from Denise Holmes, Township of Melancthon, dated February 5, 2016 to Keith Murch, Grand River Conservation Authority, re: 2016 Budget

10.2 Correspondence from Dick Hibma, Chair, Conservation Ontario to the Honourable Kathleen Wynn, Premier, dated January 21, 2016 re: Control of Invasive Species: Phragmites australis in Ontario

11. 1st and 2nd Reading of By-Laws

The Chair read the recommendation.

Keith Murch referred the members to the report under Item 12 (m) and explained the changes in the By-law. He then explained the first, second and third reading and asked that questions be held until the report was reached.

Resolution 2016-22
Moved By Elizabeth Clarke
Seconded By Vic Prendergast

THAT By-law 1-2016 be read a first and second time.

Carried

12. Reports:

12.1 GM-02-16-11 Chief Administrative Officer's Report

Joe Farwell referred to Item 5 – 2016 Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs. He said Conservation Ontario is continuing to remind Provincial and Federal governments of the Conservation Authorities' role. He reminded the members of the role of Conservation Authorities regulations in reducing flood damages. He advised the members that the Chair and Keith Murch will be attending Queen's Park with representatives of Conservation Ontario and other Conservation Authorities on March 10, 2016.

Bernie Corbett asked whether the circumstances set out in the Conservation Areas Update section of the report would affect revenues. Joe Farwell said that they are expected to have an impact.

Resolution 2016-23
Moved By George Stojanovic
Seconded By Warren Stauch

That Report GM-02-16-11 - Chief Administrative Officer's Report be received as information.

Carried

12.1.1 2016 Pre-Budget Submission to the Federal Minister of Finance

12.2 GM-02-16-12 Cash and Investment Status

There were no questions or comments with respect to this report.

Resolution 2016-24
Moved By Susan Foxton
Seconded By Geoff Lorentz

THAT Report GM-02-16-12, Cash and Investment Status, be received for Information.

Carried

12.3 GM-02-16-13 Financial Summary for the Period Ending January 31, 2016

There were no questions or comments with respect to this report.

Resolution 2016-25
Moved By Joe Nowak
Seconded By Vic Prendergast

THAT Report GM-02-16-13, Financial Summary, be received for Information

Carried

12.4 GM-02-16-14 Weighted Voting - 2016 Budget and General Levy

Keith Murch pointed out that the members were receiving this report for information. He explained that once a year a special process is undertaken for voting on approval of the Budget and General Levy. He referred to the Chart entitled, in part, "Weight of Votes by Members" and said that the municipalities that pay a higher levy have a higher percentage vote.

Resolution 2016-26
Moved By Les Armstrong
Seconded By Shirley Simons

THAT Report GM-02-16-14 - Weighted Voting - 2016 Budget and General Levy be received as information.

Carried

12.5 GM-02-16-15 2016 Budget and General Levy

Approval of 2016 Budget and General Levy included under Item 14 - General Business

Bernie Corbett indicated that Haldimand County would like to have a response from the Province following Hamilton's actions with respect to its Local Agreement for levy apportionment. Keith Murch said that one Conservation Authority has decided to stop following the Local Agreement and the Province has not yet provided direction.

12.6 GM-02-16-16 Development, Interference with Wetlands and Alterations to Shorelines

There were no questions of comments with respect to this report.

Resolution 2016-27
Moved By Guy Gardhouse
Seconded By Elizabeth Clarke

THAT Report GM-02-16-16, Development, Interference with Wetlands and Alterations to Shorelines, be received for information.

Carried

12.7 GM-02-16-17 Environmental Assessments

There were no questions of comments with respect to this report.

Resolution 2016-28
Moved By Robert Bell
Seconded By Bruce Banbury

THAT Report GM-02-16-17 - Environmental Assessments be received as information.

Carried

12.8 GM-02-16-18 Clear Condition for First Right of Refusal and Amendments to Order in Council and Instrument No. 135796, County of Haldimand

There were no questions or comments with respect to this report.

Resolution 2016-29
Moved By Bernie Corbett
Seconded By Vic Prendergast

THAT staff be authorized to clear the condition of First Right of Refusal and proceed with amendments to the Order in Council and Instrument No. 135796 on lands legally described as Parts 3,4,5,6 and 7 on Plan 18R-1435, Parts 1 and 2 on Plan 18R-1671, in the Town of Caledonia, County of Haldimand.

Carried

12.9 GM-02-16-19 Designation of POA Officer

There were no questions or comments with respect to this report.

Resolution 2016-30
Moved By Elizabeth Clarke
Seconded By Joe Nowak

THAT Grand River Conservation Authority designate Craig Bolton as a Provincial Offences Officer.

Carried

12.10 GM-02-16-20 Contribution Agreement for Funding under the Canada 150 Community Infrastructure Program

There were no questions or comments with respect to this report.

Resolution 2016-31
Moved By David Neumann
Seconded By Pat Salter

THAT the Grand River Conservation Authority enter into a Contribution Agreement for funding under the Canada 150 Community Infrastructure Program for the Renovation of Kay Marston Pavilion in the amount of $83,250;

AND THAT the Grand River Conservation Authority enter into a Contribution Agreement for funding under the Canada 150 Community Infrastructure Program for the Renovation of Apps' Mill Nature Centre in the amount of $137,531;

AND THAT the Grand River Conservation Authority enter into a Contribution Agreement for funding under the Canada 150 Community Infrastructure Program for the Rehabilitation of FWR Dickson Nature Trail and Boardwalks in the amount of $93,500.

Carried

12.11 GM-02-16-21 Grassland Habitat Project on the Morton Property

George Stojanovic said he found it interesting that this developer is from Oakville. He asked whether this type of compensation has been done before. Crystal Allan answered that GRCA had one such arrangement at Conestogo Lake in 2012. George Stojanovic asked whether the developer's "hands are tied" if they cannot arrange compensation. He said the area is about 20 acres and this may be an opportunity to leverage the development and receive more than $65,000. He said GRCA should look for opportunities to receive financial benefits from the developer because this is a significant bonus for the developer.

Elizabeth Clarke said she was curious about the five year term of the Memorandum of Understanding (MOU). Crystal Allan said that the term is dictated by the regulation.

George Wicke asked if GRCA will partner with the developer whereby GRCA will do the work and the developer will pay the costs. Crystal Allan responded in the affirmative.

Sue Foxton asked whether there is any restriction on how much GRCA can charge. Crystal Allan indicated that she did not know the answer. Sue Foxton said she wanted the matter deferred. She asked if GRCA can cost-recover under the *Conservation Authorities Act*. Keith Murch responded that GRCA is allowed to charge fees for certain activities. Sue Foxton asked if GRCA can charge more because the value of the developer's land will be millions of dollars. Crystal Allan

said that under the regulation, the proposal goes above and beyond what is required. The developer is taking 8.5 hectares and legislation said that the same amount of land should be restored, but staff asked for a ratio of 1.5 to 1.

Nancy Davy suggested that the members permit staff to proceed with this particular proposal and then look into the members' questions for a future application. Sue Foxton said that the members will set a precedent by agreeing to the proposal today. Helen Jowett reminded the members that the recommendation is to receive the report for information.

George Stojanovic asked whether GRCA will be entering into the MOU based upon the report. Helen Jowett answered that the report speaks to entering into the MOU.

Joe Farwell suggested that the members refer this matter back to staff who can look into the members' questions.

The proposed motion was withdrawn.

12.12 GM-02-16-22 Afforestation Services for Spring 2016

Bernie Corbett asked what prequalification involves and what afforestation means.

Dave Bennett answered that pre-qualification involves a formal request to tree planting companies for information about their capabilities, equipment, etc. He indicated that GRCA goes through this process each year and once a company is pre-qualified it is given the opportunity to submit a bid. Bernie Corbett asked what afforestation is. Dave Bennett said that it involves reforestation and is a more natural project as opposed to landscaping, therefore a different type of company is pre-qualified and allowed to bid.

Resolution 2016-32
Moved By Susan Foxton
Seconded By Vic Prendergast

THAT Grand River Conservation Authority accepts the bids for afforestation services with Bartram Woodlands Ltd. in the amount of $12,480.00, Black River Tree Planting in the amount of $55,520.00, and Brinkman & Associates Reforestation Ltd. in the amount of $47,950.00, (excluding taxes).

Carried

12.13 GM-02-16-23 Proposed By-law 1-2016

Recommended motions are included under first, second and third reading of By-laws.

Keith Murch confirmed that the third reading of the By-law would be undertaken later in the meeting, and the report is open for discussion and questions. He noted that page 135 of the agenda details the changes that are being recommended and said that this report is generally presented once each year.

Geoff Lorentz noted that the changes are minor and staff indicated that the by-law is reviewed each year, however, the report says it is reviewed "periodically". He believes that it has been three years since the by-law was last updated and thinks the report should be presented every two years whether there are amendments or not. Keith Murch said that staff are constantly accumulating amendments and some have to be made more quickly than others. Geoff Lorentz said he does not like "periodically" and he wants the by-law to be reviewed every two years.

George Stojanovic suggested the recommendation be amended to read "a minimum of two years". Keith Murch said this would be very easy for staff to do.

Cindy Lunau suggested that the recommendation should read "at least every two years". She referred to Section 44 of the by-law and rules of debate. She noted that it says the members should rise to speak but they are not doing so now. Cindy Lunau suggested Section 44 be amended to delete the requirement to rise when addressing the Chair.

Geoff Lorentz said the sound system in the GRCA's Auditorium/Boardroom is deficient and if a person does not have a loud voice they cannot be heard. Helen Jowett asked Dave Bennett to investigate the sound system issue.

Resolution 2016-33
Moved By Geoff Lorentz
Seconded By Chris White

THAT the Grand River Conservation Authority By-laws are reviewed by the Board at least every two years.

Carried

Resolution 2016-34
Moved By Cindy Lunau
Seconded By Shirley Simons

THAT Section 44 of the By-law be amended to say "Every Member wishing to speak to a question or Motion shall, upon recognition by the Chair, address the Chair."

Carried

12.14 GM-02-16-24 Per Diems and Honorariums for 2016

There were no questions or comments with respect to this report.

Resolution 2016-35
Moved By Susan Foxton
Seconded By Joe Nowak

THAT Report GM-02-16-24 - Per Diems and Honorariums for 2016, be received as information.

Carried

12.15 GM-02-16-25 Grand River Watershed Flood Warning System

Dwight Boyd indicated that the annual Flood Coordinator's meeting was held on February 17, 2016. The program included a review of the flood fan-out system test, a discussion with respect to the role of the Municipal Flood Coordinators, a presentation related to the revised flood fan-out procedure and a presentation with respect to the Township of Woolwich Aizan voice dialer system used to warn residents. Municipal Police, Ontario Provincial Police and Environment Canada representatives attended the meeting. There were approximately 85 people in attendance. The Flood Warning System test was run on February 10, 2016. While all municipalities received the test message, there were three that did not acknowledge receipt.

Resolution 2016-36
Moved By Susan Foxton
Seconded By George Wicke

THAT Report GM-02-16-25 - Grand River Watershed Flood Warning System be received as information.

Carried

12.16 GM-02-16-26 Current Watershed Conditions

Dwight Boyd conducted a PowerPoint presentation indicating that:

• Since the report was prepared another weather event had occurred on February 24 and 25, 2016 in the form of precipitation to the extent of 20 to 25 millimetres. Precipitation for the month of February, 2016 is now close to long term average.

• As of the last snow survey on February 16, 2016 the amount of water in the snowpack was below the long term average.

• The average temperature in February, 2016 has been above the long term average.

• The level of Lake Erie is well above the long term average – the level of Lake Erie dropped in the month of February, 2016 and is currently on a downward trend.

• With the early snow melt and loss of snowpack upstream of the large reservoirs, the reservoir levels are being kept above their normal operating levels for this time of year.

• Environment Canada is predicting above average temperatures for most of Canada for the February to April, 2016 period.

Resolution 2016-37
Moved By David Neumann
Seconded By Vic Prendergast

THAT Report GM-02-16-26, Current Watershed Conditions, be received for information.

12.16.1 Report - GM-02-16-26 - Attached

13. Committee of the Whole

Not required.

14. General Business

There was no General Business.

14.1 Report of the Audit Committee

Chris White indicated to the members that everything is in order and there was nothing unusual found during the audit.

Bernie Corbett asked if the auditors made any comments or recommendations. Chris White said that there only comment was that staff was very helpful and they did not make any recommendations.

The Chair read the recommendation.

Resolution 2016-38
Moved By Elizabeth Clarke
Seconded By Chris White

THAT the Report of the Audit Committee of the Grand River Conservation Authority be received, approved and attached to the Minutes of this meeting.

Carried

14.2 Approval of Financial Statements and Report of the Auditor

The Chair read the recommendation.

Resolution 2016-39
Moved By Shirley Simons
Seconded By Vic Prendergast

THAT the Financial Statements of Grand River Conservation Authority as at December 31, 2016 and the Report of the Auditors thereon be received, approved and placed on file;

AND THAT copies be made available to all member municipalities, Grand River Conservation Authority Members and the Ontario Ministry of Natural Resources and Forestry.

Carried

14.3 Appointment of Auditors

The Chair read the recommendation.

Resolution 2016-40
Moved By Geoff Lorentz
Seconded By Shirley Simons

THAT KPMG, Chartered Professional Accountants, are appointed as Grand River Conservation Authority Auditors for the year ended December 31, 2016 at a fee not to exceed $ 35,000.

Carried

14.4 Presentation of Budget Estimates for the Current Year

The Chair read the recommendation. Keith Murch confirmed that there were still 21 members in attendance at the meeting.

The Secretary-Treasurer confirmed the results of the weighted vote as follows:

The Secretary-Treasurer confirmed the results of the weighted vote as follows:

Member	Municipality/Group	Weight	Present	In Favour	Opposed
Les Armstrong	Region of Waterloo	5.0%	5.0%	5.0%	
Sue Foxton	Region of Waterloo	5.0%	5.0%	5.0%	
Helen Jowett	Region of Waterloo	5.0%	5.0%	5.0%	
Geoff Lorentz	Region of Waterloo	5.0%	5.0%	5.0%	
Jane Mitchell	Region of Waterloo	5.0%			

Joe Nowak	Region of Waterloo	5.0%	5.0%	5.0%	
Wayne Roth	Region of Waterloo	5.0%			
Sandy Shantz	Region of Waterloo	5.0%			
Warren Stauch	Region of Waterloo	5.0%	5.0%	5.0%	
Elizabeth Clarke	Region of Waterloo	5.0%	5.0%	5.0%	
Bernie Corbett	Haldimand & Norfolk Counties	1.1%	1.1%	1.1%	
Fred Morison	Haldimand & Norfolk Counties	1.1%			
Cindy Lunau	Region of Halton	2.8%	2.8%	2.8%	
George Stojanovic	City of Hamilton (adjusted)	2.8%	2.8%	2.8%	
Bruce Banbury	County of Oxford	1.0%	1.0%	1.0%	
David Neumann	City of Brantford	4.8%	4.8%	4.8%	
Vic Prendergast	City of Brantford	4.8%	4.8%	4.8%	
Bob Bell	City of Guelph	8.7%	8.7%	8.7%	
Mike Salisbury	City of Guelph	8.7%	8.7%	8.7%	
Guy Gardhouse	Group 1:	1.2%	1.2%	1.2%	
Pat Salter	Group 2:	1.6%	1.6%	1.6%	
George Wicke	Group 3:	0.5%	0.5%	0.5%	
Kelly Linton	Twp of Ctr Wellington	3.3%			
Chris White	Group 5:	4.0%	4.0%	4.0%	
Brian Coleman	County of Brant	1.8%			
Shirley Simons	County of Brant	1.8%	1.8%	1.8%	
		100.0%	**78.8%**	**78.8%**	**0.0%**

	Weighted Vote Result			**100.0%**	

Resolution 2016-41
Moved By Les Armstrong
Seconded By Warren Stauch

THAT the 2016 Budget of Grand River Conservation Authority of $31,007,391 be approved;

AND THAT the member municipalities be assessed for payment of:

Matching Levy: $871,073

Non-Matching Levy: $8,937,927

Capital Levy: $1,000,000

Total General Levy: $10,809,000

AND THAT each member municipality's share of the 2016 General Levy be calculated using "Modified Current Value Assessment" with an adjustment for the City of Hamilton which is based on a "local agreement" with the municipality and its four Conservation Authorities.

Carried

14.5 Provision for Borrowing (Pending Receipt of Municipal Levies)

The Chair confirmed that this recommendation is made every year, just to allow short-term financing for cash flow purposes, if required.

Resolution 2016-42
Moved By Bernie Corbett
Seconded By Shirley Simons

WHEREAS it may be necessary for Grand River Conservation Authority (hereinafter called the "Authority") to borrow money, on an interim basis, to meet the Authority's financial obligations while awaiting payment of levies by participating municipalities designated as such under The Conservation Authorities Act, RSO 1990 (hereinafter called "Participating Municipalities");

THEREFORE BE IT RESOLVED:

THAT the Authority be authorized to borrow, on an interim basis, a sum or sums not exceeding in the aggregate One Million Dollars ($1,000,000) from the Authority's bank at the said bank's minimum lending rate established from time to time, until the Authority has received payment of levies from Participating Municipalities;

AND THAT the Chair or Vice-Chair together with the Chief Administrative Officer or Secretary-Treasurer of the Authority be and they are hereby authorized to execute for and on behalf of the Authority, a promissory note or notes for the sum to be borrowed pursuant to this Resolution and to affix thereto the corporate seal of the Authority;

AND THAT the amount borrowed pursuant to this Resolution, together with interest thereon, be a charge upon the whole of the money received or to be received by the Authority by way of levies collected from Participating Municipalities when such moneys are received;

AND THAT the Chair or Vice-Chair or the Chief Administrative Officer or Secretary-Treasurer of the Authority be and is hereby authorized and directed to apply, in payment of the moneys borrowed pursuant to this Resolution together with interest thereon, all of the moneys received by the Authority by way of levies collected from Participating Municipalities.

Carried

15. Appointments to Committees

15.1 Appointment of Special Recognition Committee

The Chair called for volunteers.

Resolution 2016-43
Moved By Joe Nowak
Seconded By Robert Bell

That the following Members be appointed to the Special Recognition Committee until the next Annual General Meeting: Warren Stauch, Cindy Lunau, Pat Salter, Shirley Simons and Susan Foxton.

Carried

15.2 Appointment of Audit Committee

Keith Murch confirmed that the Terms of Reference stipulate that this committee consists of the Chair and Vice-chair, plus five additional Members. The Chair called for five volunteers.

Resolution 2016-44
Moved By Susan Foxton
Seconded By Les Armstrong

That the following Members be appointed to the Audit Committee until the next Annual General Meeting: Helen Jowett (Chair), Chris White (Vice-chair), Elizabeth Clarke, Vic Prendergast, David Neumann, George Stojanovic and Guy Gardhouse.

Carried

16. 3rd Reading of By-Laws

Keith Murch confirmed that, once approved, By-law 1-2016 will be in force today.

Resolution 2016-45
Moved By Susan Foxton
Seconded By Chris White

THAT By-law 1-2016, as amended, be read third time and adopted by the General Membership, to take effect on February 26, 2016;

AND THAT By-law 1-2014 be repealed on February 26, 2016;

AND THAT a copy of By-law 1-2016 be forwarded to the Ministry of Natural Resources and Forestry.

Carried

17. Other Business

George Wicke agreed with Geoff Lorentz that something has to be done about the meeting room so that people can hear others. He also said that the meeting was being conducted so quickly that he did not have an opportunity to vote in two instances.

18. Closed Meeting

None

19. Next Meeting

19.1 General Membership Meeting – Thursday, March 24, 2016 – 9:30 a.m. – Administration Centre

20. Adjourn

The meeting was adjourned at 11:25 am.

Moved By Bernie Corbett
Seconded By Shirley Simons

THAT the General Membership Meeting be adjourned.

Carried

21. Grand River Source Protection Committee Meeting (if required)

_____

Chair

_____

Secretary-Treasurer

Minister Responsible for Seniors Affairs

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710

Ministre délégué aux Affaires des personnes âgées

6e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710

Ontario

April 2016

Dear Friends,

It is my pleasure to invite you to submit a nomination for the **Senior Achievement Award**.

Each year, the program recognizes extraordinary seniors who, after the age of 65, have made significant contributions to their community and/or province.

To make a nomination:

1. Visit ontario.ca/honoursandawards and click on the Senior Achievement Award link.
2. Download the appropriate PDF form.
3. Read the eligibility criteria and instructions carefully.
4. Fill out the form and submit it with your supporting material. Instructions for submitting your nomination can be found on the website under the "How to Nominate" section.

The deadline for nominations is June 15, 2016.

Did you know that June is Seniors' Month in Ontario? This year's theme is "Seniors Making a Difference." Take this opportunity to showcase how seniors are making a difference in your community! For more information about Seniors' Month, visit ontario.ca/seniorsmonth.

If you have questions or require a copy of the nomination form to be mailed to you, contact the Ontario Honours and Awards Secretariat:

Email: ontariohonoursandawards@ontario.ca
Phone: 416 314-7526
Toll-free: 1 877-832-8622
TTY: 416 327-2391

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

The Honourable Mario Sergio
Minister

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 034-16

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, APRIL 18, 2016.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on April 18, 2016 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.

2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.

3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18TH DAY OF APRIL, 2016.

ANDREW LENNOX
MAYOR

KARREN WALLACE
CLERK

MEETINGS, NOTICES, ANNOUNCEMENTS		
Tuesday, April 19, 2016	Recreation & Culture Committee	8:30 a.m.
Tuesday, April 19, 2016	Eliza Street Project Open House	6:00 p.m.
Wednesday, April 20, 2016	Economic Development Committee	4:30 p.m.
Thursday, April 21, 2016	Cultural Roundtable Committee	12:00 p.m.
Monday, May 2, 2016	Regular Council Meeting	7:00 p.m.
Thursday, May 5, 2016	Mayor's Breakfast – Mount Forest Sports Complex	8:00 a.m.
Saturday, May 7, 2016	Green Legacy Tree Day	9:00 a.m. to 11:00 a.m.
Saturday, May 14, 2016	Arthur Lions Club Annual Duck Race	10:00 a.m. to 2:30 p.m.
Monday, May 16, 2016	Public Meeting	7:00 p.m.
Monday, May 16, 2016	Regular Council Meeting	Following Public Meeting
Wednesday, May 18, 2016	Economic Development Committee	4:30 p.m.
Thursday, May 19, 2016	Cultural Roundtable Committee	12:00 p.m.
Tuesday, May 24, 2016	Public Works Committee	8:30 a.m.

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

Sign Language Services – Canadian Hearing Society – 1-877-347-3427
- Waterloo location – 1-800-668-5815
TTY: 1-888-697-3611

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