



Township of Wellington North

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

Regular Meeting of Council

Monday, April 28, 2014

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

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

BY-LAW NUMBER 25-14

BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF REAL PROPERTY. (Part Lots 10 and 11, S/S Queen Street, Plan 61R20283, Part 1 – Trenwith, 2199645 Ontario Inc.)

WHEREAS Section 4 of the Municipal Act, 2001, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of 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 to be in the best interests of The Corporation of the Township of Wellington North to acquire the following lands:

Part of Park Lots 10 and 11, on the south side of Queen Street according to the Plan for the Town of Mount Forest shown as Part 1 on a plan of survey deposited on the 6th day of February, 2014 as Plan 61R20283 and being part of Property Identifier Number 71053-0015 ("the lands").

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

1. The corporation is authorized to enter into an Agreement of Purchase and Sale with 2199645 Ontario Inc. in the form of the draft three page "Offer to Purchase/Agreement of Purchase and Sale" attached hereto as Schedule 1 for the purchase of the lands.
2. The Mayor and the Deputy-Clerk of the corporation are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.

RAYMOND TOUT,
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 25-14

SCHEDULE 1

OFFER TO PURCHASE
AGREEMENT OF PURCHASE AND SALE

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ("Wellington North") having inspected the property, hereby agrees with 2199645 ONTARIO INC. ("Vendor"), to purchase all and singular the vacant lands in the Township of Wellington North (former Town of Mount Forest) in the County of Wellington described as follows:

Part of Park Lots 10 and 11, on the south side of Queen Street according to the Plan for the Town of Mount Forest shown as Part 1 on a plan of survey deposited on the 6th day of February, 2014 as Plan 61R20283 and being part of Property Identifier Number 71053-0015 (herein called the "Property")

at the price or sum ("Purchase Price") of One hundred and sixty thousand Dollars (\$160,000.00) to be paid as provided for herein.

SPECIAL TERMS

1. **Harmonized Sales Tax (HST).** It is agreed and understood that this transaction is subject to HST and the said Purchase Price in the amount of \$160,000.00 does not include HST. Wellington North warrants that it is an HST registrant and will be an HST registrant at the time of the closing of the transaction and Wellington North shall self-assess with respect to HST. Wellington North shall provide its HST registration number to the Vendor or its solicitor at least 10 days prior to the closing of the transaction.
2. **Environmental Matters.** It is acknowledged and understood that the Vendor has not made any representations with respect to environmental contamination matters involving the Property and Wellington North will purchase the Property on an "as is" basis having previously completed its own investigations and remedial work pursuant to an agreement between Wellington North and the Vendor made as of the 5th day of July, 2011.
3. **Vendor's Remaining Lands.** It is agreed and understood that the purchase of the Property by the Wellington North will not reduce, satisfy or alter in any way the legal requirements under any Wellington North by-law or provincial statute (and the regulations thereunder) for the use or development of the Vendor's remaining lands being the balance of the said Property Identifier Number 71053-0015 ("the Vendor's remaining lands")
4. **Purchase Price Payment.** The said purchase price of \$160,000.00 shall become due and payable on closing by way of certified cheque or bank draft without adjustment provided that the Vendor shall pay all of the 2014 municipal taxes now assessed with respect to Vendor's lands being the whole of the said Property Identifier Number 71053-0015 which includes the property.
5. **Non-Merger.** The provisions of Special Terms 2 and 3 shall not merge upon, and shall survive, the closing of the transaction.

IRREVOCABLE DATE AND TIME

This Offer shall be irrevocable by Wellington North until 5:00 P.M. on the _____ day of _____, 2014 after which time, if not accepted, this Offer shall be null and void and the deposit returned to Wellington North without interest or deduction.

TITLE STATUS AND SEARCH DATE

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by Wellington North at its own expense, and Wellington North not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under its control; and provided the same have been complied with, Wellington North to accept the Property subject to Municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the land.

Wellington North to be allowed 10 days from the date of acceptance of this Offer to investigate the title at its own expense, and if within that time it shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, which the Vendor shall be unable or unwilling to remove or correct, and which Wellington North will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to Wellington North without interest or deduction, and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, Wellington North shall be conclusively deemed to have accepted the title of the Vendor to the Property.

CLOSING DATE

This Agreement shall be completed on or before 3:00 PM on the _____ day of _____, 2014 on which date vacant possession of the Property be given to Wellington North.

MORTGAGE DISCHARGE

If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Wellington North on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

TRANSFER/DEED OF LAND

Transfer/Deed to be prepared at the expense of the Vendor in a form acceptable to Wellington North's Solicitor.

The Transfer/Deed given to Wellington North shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50(22) of the Planning Act.

This Agreement shall be effective to create an interest in the real property only if the applicable land division provisions of the Planning Act are complied with, and the Vendor agrees, at its expense, to comply with such provisions and to proceed diligently with the application for such compliance.

The Vendor, on or before completion, will produce evidence that it is not now, and upon completion will not be a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if it is a "non-resident corporation" will fully comply with the provisions of Section 116 of the said Act prior to completion.

The Land Transfer Tax Affidavit required under the *Land Transfer Tax Act* shall be prepared by Wellington North.

GENERAL PROVISIONS

This Offer, when accepted by the Vendor, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

This Offer may be executed by Wellington North and the Vendor by facsimile transmission which shall for all purposes hereof be deemed to be original execution.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

Any tender of documents or money hereunder may be made upon the Vendor or Wellington North or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of registration and taxes on its own documents.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

DATED at Wellington North this _____ day of _____, 2014.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

.....
Witness

.....
Witness

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
Per:

..... Date

Raymond Tout -- Mayor
..... Date

Michael Givens -- CAO/Clerk
We have authority to bind the corporation.

The undersigned, hereby accepts the above Offer and its terms, and covenants, promises and agrees to and with Wellington North to duly carry out the same on the terms and conditions above mentioned.

DATED at _____ this _____ day of _____, 2014.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

.....
Witness

2199645 ONARIO INC.
Per:

..... Date

W. L. (Bill) Trenwith -- President
I have authority to bind the corporation.

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

BY-LAW NUMBER 26-14

BEING A BY-LAW TO EXEMPT LANDS FROM PART LOT CONTROL. (Part of Park Lot 7 and Part of Park Lot 8 on the south side of Smith Street, Crown Survey for Arthur Village, Parts 1 to 166 inclusive, Plan 61R-20307, – Preston Park)

WHEREAS:

- A. Subsection 50(7) of the Planning Act, R.S.O. 1990, c.P.13 (the Act) provides that council may by by-law provide that Subsection (5) does not apply to such land within a registered plan of subdivision as designated by the by-law.
- B. Subsection (7.1) provides that a by-law passed under Subsection (7) does not take effect until it has been approved by the approval authority for purposes of Sections 51 and 51.1 of the Act.
- C. The County of Wellington is the approval authority for the purposes of such sections.
- D. A by-law passed under Subsection (7) may provide that the by-law expires at the expiration of the time period specified in the by-law.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

- 1. Subsection 50(5) of the Planning Act shall not apply to the following lands during the time that this by-law is in effect:

Part of Park Lot 7 and Part of Park Lot 8 on the south side of Smith Street, according to the Crown Survey for Arthur Village, being Parts 1 to 165 inclusive on a plan of survey bearing Surveyor's Certificate dated March 6, 2014 and deposited on the 18th day of March, 2014 as Plan 61R-20307, in the Township of Wellington North and County of Wellington

2. This by-law shall become effective upon the endorsement by The Corporation of the County of Wellington of its said approval of the by-law.
3. This by-law shall expire upon the expiration of three years following the date of its passage by council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 27-14

**BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF
KING STREET EAST IN THE FORMER TOWN OF MOUNT
FOREST FOR A WEEKLY FARMERS' MARKET.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c. 25, Section 42.

WHEREAS Section 42 of the Municipal Act, S.O. 2001, c. 25, as amended provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Wellington North Farmers' Market Group is planning to conduct a weekly Farmers' Market and have requested that a portion of 320 King Street East, from Egremont Street to the Fairgrounds entrance in Mount Forest be closed to vehicular traffic on each Friday, from May 9 through to October 10, 2014 between the hours of 2:30 p.m. and 8:30 p.m.

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

1. That the portion of 320 King Street East, from Egremont Street to the Fairgrounds entrance in Mount Forest is hereby temporarily closed on each Friday, from May 9 through to October 10, 2014 between the hours of 2:30 p.m. and 8:30 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.
3. That By-law Number 19-14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF MARCH, 2014.**

**RAYMOND TOUT,
MAYOR**

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

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

BY-LAW NUMBER 28-14

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT (Part Lot 37, 1st Concession, West Garafraxa, Part 1 on Deposited Plan 61R20179 – Arthur Self Storage)

WHEREAS:

- A. The following lands owned by John William Burt (the Owner) have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area:

Part of Lot 37, in the 1st Concession, West Garafraxa, being Part 1 on Deposited Plan 61R20179, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71124-0231

- B. The lands are presently vacant and the Owner wishes to develop them in two phases as shown on the plans of S. Burnett & Associates Limited, Engineering and Environmental Services for purposes of a self-storage space rental business.
- C. Wellington North requires the Owner to enter into an agreement as a condition to the approval sought by the Owner under subsection 41(7)(c) and subsection 41(7)(c.1) of the Act and this Agreement shall pertain to both phases of the development.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

1. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign a Site Plan Agreement with the Owner in the form, or substantially in the same form as advised by the municipal solicitor, of the draft Site Plan Agreement attached hereto as Schedule 1.
2. The Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on title to the said lands forthwith after it has been signed by the parties.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF MARCH, 2014.**

**RAYMOND TOUT,
MAYOR**

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

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 28-14
SCHEDULE 1**

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2014.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
"Wellington North"
OF THE FIRST PART

- and -

JOHN WILLAM BURT, of the Town of Erin, in the County of Wellington
"the Owner"
OF THE SECOND PART

WHEREAS:

- D. The Owner is the owner of the following lands (hereinafter called "the lands"):
- Part of Lot 37, in the 1st Concession, West Garafraxa, being Part 1 on Deposited Plan 61R20179, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71124-0231
- E. The lands have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area;
- F. The lands are presently vacant and the Owner wishes to develop them in two phases as shown on the plans of S. Burnett & Associates Limited, Engineering and Environmental Services for purposes of a self-storage space rental business;
- G. The Owner has applied to Wellington North for approval under the Act of the plans showing the proposed development in two phases (Phase 1 and Phase 2) and location of all facilities and the works to be provided in conjunction with the development of the lands and the location of all of the facilities and works required by Wellington North under subsection 41(7)(a) of the Act;
- H. Wellington North requires the Owner to enter into this agreement as a condition to the approval sought by the Owner under subsection 41(7)(c) and subsection 41(7)(c.1) of the Act and this Agreement shall pertain to both phases of the development;
- I. As at the date of this Agreement the lands are subject to a mortgage/charge registered on the 8th day of September, 2013 as instrument number WC386669.
- J. Subsection 41(10) of the Act permits the registration of this Agreement on the title to the lands.

IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. *Site Plan.* The Owner agrees to carry out the work, and to construct, install and maintain at his expense all of the structures, services, works and facilities stipulated, described by words and numbers, and shown in and upon the following plans prepared by S. Burnett & Associates Limited, Engineering and Environmental Services, 210 Broadway, Unit 203, Orangeville, Ontario:

- (i) The Arthur Self Storage Development Drawing Index and General Notes (Drawing D13003/G1) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (ii) The Arthur Self Storage Development Existing Site Grading Plan (Drawing D13003/S1) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (iii) The Arthur Self Storage Development Proposed Site Grading Plan Phase 1 (Drawing D13003/S2) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (iv) The Arthur Self Storage Development Proposed Site Grading Plan Phase 2 (Drawing D13003/S3) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (v) The Arthur Self Storage Development Pre-Development Drainage Area (Drawing D13003/S4) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (vi) The Arthur Self Storage Development Post-Development Drainage Area (Drawing D13003/S5) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (vii) The Arthur Self Storage Development Proposed Landscaping Plan (Drawing D13003/S6) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (viii) The Arthur Self Storage Development Erosion and Sediment Control Plan (Drawing D13003/S7) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (ix) The Arthur Self Storage Development Stormwater Management and Easement Areas (Drawing D13003/S8) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (x) The Arthur Self Storage Development Standard Details 1 (Drawing D13003/D1) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (xi) The Arthur Self Storage Development Standard Details 2 (Drawing D13003/D2) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).
- (xii) The Arthur Self Storage Development Standard Details 3 (Drawing D13003/D3) with final revision date March 28, 2014 and signed and sealed by S. A. Burnett (Drawing dated March 28, 2014 and issued March 31, 2014).

which plans are together herein called "the Site Plan". Notwithstanding the generality of the foregoing the requirements under this agreement shall include all of the notes and the text under any headings or otherwise contained in the plans and drawings making up the Site Plan.

2. Further Description of Work and Location of Site Plan. Without limiting the generality and scope of the foregoing, all of the specifications and requirements contained in the Site Plan, which is on file at Wellington North's municipal office, shall be adhered to and satisfied by the Owner.
3. Phases. The work required and the obligations of the Owner under this Agreement may be apportioned according to the two (2) phases shown in the Site Plan to the satisfaction of Wellington North, provided that if the Owner wishes to proceed with Phase 2 and in the opinion of Wellington North's engineers work and obligations pertaining to Phase 1 is required in conjunction therewith, then the Owner must carry out that work and fulfill those obligations in conjunction with Phase 1.
4. Grading and Other Certifications. As part of the obligations under paragraphs 1 and 2, the Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after a professional engineer or architect has given Wellington North, at the Owner's expense, a letter addressed to the Clerk and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
5. Compliance with Law. The Owner shall comply with all applicable requirements under the Ontario Water Resources Act, the regulations thereunder, and the Ministry of the Environment with respect to the construction and installation of the stormwater management facilities and the outlet provided for in the Site Plan.
6. Storm Drainage – General. Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Wellington North at the expense of the Owner.
7. Maintenance. The Owner agrees that all of the works, facilities and matters required under this agreement for Phase 1 and Phase 2 shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give Wellington North and its agents reasonable access on reasonable notice to the lands for purposes of verification of compliance with the terms of this Agreement.
8. Lands Charged with Maintenance Obligations. The Owner charges the lands and any leasehold or other interest therein which he may give, with the maintenance obligations for the facilities and works provided for herein and required by Wellington North under subsection 41(7)(a) of the Act.
9. Wellington North's Professional Fees and Disbursements. The Owner shall reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
10. Security – Phase 1. As a condition to the approval to be given by Wellington North pursuant to the Owner's application, the Owner shall file with and deliver to Wellington North either a banker's draft or cheque made payable to Wellington North or an irrevocable letter of credit satisfactory to the clerk, to guarantee all the provisions of this Agreement with respect to Phase 1, with the exception of the future maintenance provisions, in the principal sum of \$93,319.50. The said sum of \$93,319.50 is comprised as follows: \$69,819.50 being 50% of the Owner's engineer's estimate

of the cost of the on-site work, and \$23,500.00 being 100% of the Owner's engineer's estimate of the cost of the off-site work. The said banker's draft or cheque or letter of credit shall be kept in full force and effect until such time as the Owner's engineer or architect confirms at the Owner's expense that the Owner has carried out the work and constructed and installed all of the structures, works and facilities with respect to Phase 1 which fall within the provisions of Section 41 of the Act and are provided for herein. For purposes of this paragraph the reference to a letter of credit means a letter of credit from a Canadian chartered bank, or other institution approved by the council of Wellington North, which is irrevocable and shall contain the following clause or variation thereof approved by Wellington North:

"It is a condition of this stand-by letter of credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days prior to any such date we shall notify you in writing that we elect not to consider this stand-by letter of credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder as provided."

11. **Security – Phase 2.** As a condition to the approval to be given by Wellington North pursuant to the Owner's application with respect to Phase 2, the Owner shall file with and deliver to Wellington North either a banker's draft or cheque made payable to Wellington North or an irrevocable letter of credit satisfactory to the clerk for Phase 2 prior to the commencement of any of the works in Phase 2, to guarantee all the provisions of this Agreement with respect to Phase 2, with the exception of the future maintenance provisions, in amounts to be determined by and satisfactory to Wellington North. The said banker's drafts or cheques or letters of credit shall be kept in full force and effect until such time as the Owner's engineer or architect confirms at the Owner's expense that the Owner has carried out the work and constructed and installed all of the structures, works and facilities for Phase 2 which fall within the provisions of Section 41 of the Act and are provided for herein, and the additional provisions contained in paragraph 10 above shall apply with respect to the letter of credit.
12. **Building Permits.** The Owner covenants and agrees that neither the Owner nor any person or entity under the Owner's authority will apply for, or be entitled to apply for, the issuance of one or more building permits to construct any building or structures contemplated under this Agreement until:
 - (i) The security for the relevant phase hereunder is in place to the satisfaction of Wellington North, and
 - (ii) A valid permanent stormwater outlet easement to the Conestoga River as provided for in the said S. Burnett & Associates Limited drawing D13003/S8 has been duly prepared and registered to the satisfaction of Wellington North over the "drainage easement block" shown thereon.
13. **Postponement and Subordination.** The Owner covenants and agrees, at his own expense, to obtain and register such documentation from his mortgagees or encumbrances as may be deemed necessary by Wellington North to postpone and subordinate their interest in the lands to the interest of Wellington North to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of any such mortgages or encumbrances registered prior to the registration of notice of this agreement as provided for in paragraph 14.
14. **Registration of Notice.** The Owner consents to the registration of this Agreement or notice of this Agreement on the title to the lands.

- 15. No Challenge to Agreement. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in Section 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
- 16. Enforcement. The Owner acknowledges that Wellington North, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
- 17. Waiver. The failure of Wellington North at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Wellington North of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Wellington North shall specifically retain its rights at law to enforce this Agreement.
- 18. Mediation. Without affecting Wellington North's statutory right under subsection 41(11) of the said *Planning Act* to, at its complete discretion, invoke the provisions of Section 446 of the *Municipal Act, 2001* as amended in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the National Mediation Rules & Code of Conduct for Mediators as they are in place from time to time through the ADR Institute of Canada, Inc. or its successor body.
- 19. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and his successors and assigns and the benefit thereof shall enure to Wellington North and its successors and assigns.

THIS AGREEMENT is executed by Wellington North this _____ day of _____, 2014.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per:

Raymond Tout – Mayor

Mike Givens – Clerk

THIS AGREEMENT is executed by the Owner this _____ day of _____, 2014.

John William Burt

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

BY-LAW NUMBER 29-14

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SERVICE AGREEMENT BETWEEN ONTARIO ONE CALL AND
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 4.

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 8 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 Ontario One Call has established the Call Centre for the purposes of receipt and transmittal of requests for information concerning location of The Corporation of the Township of Wellington North's underground facilities;

AND WHEREAS The Corporation of the Township of Wellington North seeks to receive the Service from the Call Centre;

AND WHEREAS The Corporation of the Township of Wellington North and Ontario One Call wish to establish terms and conditions upon which Ontario One Call will provide the receipt and transmittal services to The Corporation of the Township of Wellington North and the mutual and respective responsibilities of the parties in connection therewith;

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 Ontario One Call, in substantially the same form as the agreement attached hereto as Schedule "1".
2. That the Mayor and the Chief Administrative Officer/Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

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

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
SCHEDULE "1"
BY-LAW NUMBER 29-14**

ONTARIO ONE CALL SERVICE AGREEMENT

This Agreement is dated the 30th day of April, 2014.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

A municipal corporation continued under the *Municipal Act*, 2001
(hereinafter referred to as the "Industry Member")

OF THE FIRST PART

- And -

ONTARIO ONE CALL

a Not-For-Profit Corporation registered in the Province of Ontario

(Hereinafter referred to as "One Call")

OF THE SECOND PART

WHEREAS One Call has established the Call Centre (as hereinafter defined) for the purposes of receipt and transmittal of requests for information concerning the location of the Industry Member's Plant (as hereinafter defined).

AND WHEREAS the Industry Member seeks to receive the Service from the Call Centre as hereinafter defined pursuant to the terms and conditions of this Agreement;

AND WHEREAS the parties hereto wish to establish the terms and conditions upon which One Call will provide the receipt and transmittal services to the Industry Member and the mutual and respective responsibilities of the parties in connection therewith;

THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. General Provisions

1.1 **Definitions** - The following words and phrases have the meaning set forth in this paragraph when they are used in this Agreement:

- (a) "**Call Centre**" means all facilities, equipment, machines, telephone lines, operators, laborers and all other things, assets and resources of One Call necessary or desirable for the purposes of performing the Service;

- (b) "**Excavator**" is to be broadly interpreted and its meaning shall include, but not be limited to, a person, an individual company or corporation, a municipal corporation, trust, government agency or department, Crown corporation, utility, unincorporated association, partnership, limited partnership, or other entity known at law who intends to do or has begun the Proposed Work;
- (c) "**Excavator Locate Request**" means notification by an Excavator of Proposed Work to the Call Centre, to be by way of facsimile, telephone, hand delivery, electronic transmission by computer, or such other means as One Call and the Industry Member may agree upon from time to time;
- (d) "**Industry Member's Plant**" means the Industry Member's underground facilities in existence during the currency of this Agreement;
- (e) "**Industry Member's Service Area**" means that geographical area identified by the Industry Member where it wishes to receive the Service;
- (f) "**Notification of Locate Request**" means the communication to the Industry Member of an Excavator Locate Request received by the Call Centre;
- (g) "**Pricing Structure**" is as set out in Exhibit "B" to this Agreement;
- (h) "**Primary Telephone Number**" means the telephone number designated by One Call from time to time to enable an Excavator to make an Excavator Locate Request by telephone, facsimile or such other means of communication which requires the use of a telephone number;
- (i) "**Proposed Work**" means any actual or intended excavation, demolition, drilling or blasting and includes, without limitation, any disturbance of the surface and/or subsurface of the earth by an Excavator;
- (j) "**Renewal Term**" is as defined in Section 3.1;
- (k) "**Service**" means the Call Centre's receipt, processing and recording of an Excavator Locate Request and communication of a related Notification of Locate Request to the Industry Member for the Industry Member's Service Area;
- (l) "**The Specifications**" means One Call's performance standards and specifications, which shall be delivered by One Call to the Industry Member along with this Agreement; and
- (m) "**Term**" is as defined in Section 3.1.

1.2 **Exhibits and Paramountcy** - Unless the context requires otherwise, references in this Agreement to Sections or Exhibits are to Sections or Exhibits of this Agreement. The Exhibits to this Agreement are Exhibits A, B and C. In the event of any inconsistency between the Sections and the Exhibits to this Agreement, the Sections shall prevail.

2. Scope of this Agreement

- (a) The Call Centre shall be made available by One Call to provide the Service to the Industry Member throughout the Term and the Renewal Term, if any.
- (b) The Call Centre's receipt of an Excavator Locate Request shall enable it to communicate a Notification of Locate Request to the Industry Member to allow the Industry Member to take whatever action is necessary to prevent damage to the Industry Member's Plant.
- (c) The Call Centre shall notify the Industry Member of all Notification of Locate Requests pursuant to the Specifications which Specifications may be amended or changed by One Call as it deems necessary under the circumstances at any time or times, with the Industry Member being notified in writing prior to any such changes.
- (d) The parties understand and agree that the Service is to be performed only by One Call, its agents and successors. This Agreement shall in no way vest the Industry Member with any proprietary interest in the Service, the Primary Telephone Number, or any trade name or trade work or data records or information relating thereto.

3. Term and Option to Renew

- 3.1 The term of this Agreement shall be for the period, commencing on April 30th, 2014 and terminating on **December 31, 2014** (the "Term"). The Industry Member shall have, while not in default of this Agreement, the option to renew this Agreement for a subsequent renewal term of three (3) years (the "Renewal Term") upon the same terms and conditions, save and except for the pricing structure.
- 3.2 This option to renew shall be exercised in writing by the Industry Member to One Call, not less than one (1) month prior to the expiry of the Term. One Call shall advise the Industry Member of the pricing structure for the Renewal Term forthwith upon it being established and in any event not less than two (2) months prior to the expiry of the Term. In the event that the Industry Member does not exercise its option to renew as set forth herein, said option shall be deemed to be null and void and of no further effect.
- 4. **Price** - The Industry Member shall pay for the Service performed in accordance with the Pricing Structure. The Pricing Structure does not quote any harmonized sales tax ("HST") whatsoever, which tax is in addition to the prices due from the Industry Member and shall be shown separately on the invoice to the Industry Member during the Term and Renewal Term, if applicable.
- 5. **One Call Obligation** - One Call agrees to:
 - (a) Provide and maintain, at its expense, the Call Centre, located within the Province of Ontario and operated pursuant to the terms of this Agreement utilizing the Primary Telephone Number;

- (b) Provide a Dictaphone recorder (or equivalent) to record all Excavator Locate Requests. The recording shall identify the date and time of each such recording and tapes of conversations containing Excavator Locate Requests shall be provided upon request of the Industry Member, the Industry Member to pay the cost of producing the tape;
- (c) Retain possession of all original tapes, facsimiles and all other records in its possession or control of Excavator Locate Requests relating to the Industry Member for the lesser of the duration of this Agreement or for the period specified in the Specifications. Said tapes, facsimiles and other records shall remain the property of One Call at all times;
- (d) In the event the testimony or evidence of any of One Call's employees or agents is required by any tribunal, arbitrator, hearing or court of law, compensation for time and expenses of any such witness for their testimony shall be negotiated between One Call and the Industry Member at that time but in any event, shall not be greater than the current rate of remuneration;
- (e) Provide reasonable and adequate security in connection with all information provided to One Call by the Industry Member and all communications from One Call to the Industry Member;
- (f) Ensure that any computer system which it will use to interface or communicate with any of the Industry Member's systems does not contain any pre-programmed devices which could affect the operation and performance of the Industry Member's computer system without the Industry Member's authorization. The foregoing includes, without limiting the generality of the foregoing, devices such as viruses, bugs, "time bombs", "drop dead devices", and "Trojan horses";
- (g) Ensure that any computer system which will interface or communicate with any of the Industry Member's systems will provide sufficient security to prevent any unauthorized access to the Industry Member's system through One Call's computer system; and
- (h) Ensure the Primary Telephone Number shall be a toll-free number.

6. **Industry Member's Obligations** - The Industry Member hereby agrees to:

- (a) Supply and maintain, at Industry Member's sole cost and expense, compatible receiving equipment as specified in the Specifications and to promptly notify One Call of any proposed or actual actions to relocate, move or disconnect any of the Industry Member's receiving equipment;
- (b) Pay the cost of installing communication lines on the Industry Member's premises to ensure supply and maintenance of compatible receiving equipment;
- (c) Pay all costs associated with dedicated communication lines to receive Notifications of Locate Requests if the Industry Member so chooses to install such facility or facilities;

- (d) Make necessary appointments with Excavators for each Notification of Locate Request from the Call Centre within a reasonable period of time following receipt of such Notification of Locate Request (except as required by law or in accordance with the terms of this Agreement);
- (e) Pay the costs set out in the Pricing Structure and other relevant provisions of this Agreement;
- (f) Furnish to the Call Centre the telephone number(s) of the Industry Member's receiving location or locations to direct and verify Notification of Locate Requests to the Industry Member and for verbal transmission in the event of failure of One Call's equipment and the Industry Member hereby agrees to update this information upon One Call's request or when otherwise necessary or appropriate;
- (g) Provide to the Call Centre forthwith upon execution hereof and at all necessary times thereafter, with all necessary Industry Member's Plant location information necessary to complete and maintain One Call's mapping system of the Industry Member's Plant and the Industry Member shall be solely responsible for maintaining such Industry Member's Plant location information;
- (h) Update, when necessary or periodically, any changes to the Industry Member's Service Area;
- (i) Pay for the individual services provided to the Industry Member by One Call, including all taxes and other charges or levies pursuant to Federal, Provincial or Municipal laws or by regulatory authorities in accordance with the terms of this Agreement;
- (j) Pay any other charges (including applicable taxes) incurred by the Industry Member as a result of the Service provided by One Call to such Industry Member in accordance with this Agreement;
- (k) Accept sole responsibility for the accuracy and adequacy of any and all information the Industry Member provides to One Call and/or the Call Centre pursuant to this Agreement;
- (l) Acknowledge that One Call has all right, title or interest and shall not at any time, either directly or indirectly, make any claim that it has any right, title or interest in the Primary Telephone Number;
- (m) In the event of the expiry or termination of this Agreement the Primary Telephone Number shall remain with One Call and the Industry Member hereby acknowledges that both during the Term, the Renewal Term (if any) and thereafter, it shall have no rights whatsoever with respect thereto and this covenant shall survive the expiry or termination of this Agreement; and
- (n) Acknowledge that all information and other data associated with the Service, save and except for the Industry Member's confidential information as set out in Section 10, pursuant to this Agreement shall remain the sole exclusive property of One Call.

7. **Changes in Provision of Service** - The Industry Member may, at any time, without invalidating this Agreement order extra service or make changes to the Service upon receipt of the prior written consent of One Call. Any changes to this Agreement shall be made in writing between the parties and it shall be the responsibility of the Industry Member to obtain prior written authorization from One Call for extra service or changes or alterations to the existing Service.
8. **Assignment** – One Call reserves the right, in its sole discretion and without any prior notice to the Industry Member, to subcontract the entirety or any part or parts of its responsibilities and obligations pursuant to this Agreement provided that any subcontractor or assignee shall be bound by all the obligations under this Agreement.
9. **Billing and Invoices**
- 9.1 One Call shall invoice the Industry Member for the Service provided during the previous month, on a monthly basis. The Industry Member shall pay the amount set forth in the invoice in full within thirty (30) days from date of receipt of the particular invoice (hereinafter the "invoice period"). If there are corrections or inaccuracies in the invoice, it is the obligation of the Industry Member to contact One Call.
- 9.2 Interest shall be charged and payable by the Industry Member on all amounts remaining unpaid after the invoice period and interest shall be calculated monthly at the rate of 1.5% per month, which is equivalent to an effective annual rate of 19.56% per annum or maximum permitted by law.
10. **Ethics and Confidentiality**
- 10.1 Each of the parties agrees that all information obtained as a result of this Agreement relating to the business or affairs of the other party hereto, which at the time is of a confidential nature, whether or not specifically identified as confidential, other than information generally available to the public is strictly confidential and is to be held in strictest confidence, and shall cause its Representatives (as defined below), to hold all confidential information in strictest confidence. "Representatives" with respect to any party means its affiliates and their respective directors, officers, employees, agents and other representatives and advisors.
- 10.2 Furthermore the parties agree as follows:
- (a) To hold all confidential information as obtained as a result of this Agreement in strict confidence. No party shall disclose any information pertaining to or regarding the other party to any other Industry Member of One Call or third party unless otherwise agreed to in writing by the relevant party or unless compelled to do so by process of law, in which case the party wishing to disclose the confidential information shall notify the party that provided it with the confidential information and permit it the opportunity to prevent or limit such disclosure, or if such information is publicly available or is rightfully obtained by third parties;
 - (b) To make no use of any confidential information except as expressly contemplated in this Agreement;
 - (c) Upon the expiry or termination of this Agreement, each party shall deliver to the other all information owned by the respective party, including any written

materials and any copies of information in the immediate form pertaining or relating to such information;

- (d) One Call shall be entitled to perform statistical analysis of the Industry Member's information in its possession provided that no report, compilation or statistical analysis shall reveal the Industry Member's account or otherwise identify the Industry Member;
- (e) The Industry Member agrees to keep all information relating to the Service, program, any manuals or procedures, or documentation relating thereto strictly confidential unless compelled to do so by process of law in which case the Industry Member shall notify One Call and permit it the opportunity to prevent or limit such disclosure;
- (f) Each party acknowledges and agrees that the breach by it of any of the provisions of this Section 10 would cause serious irreparable harm which could not be adequately compensated for in damages and, in the event of a breach or threatened breach of any such provisions, each party hereby consents to an injunction being issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which any other party may have in the event of such breach; and
- (g) This Section 10 shall survive the expiry or termination of this Agreement.

11. **Personnel** - In the event that One Call's personnel are unable to perform the Service as a result of any job action by the Industry Member's personnel, One Call shall then advise the Industry Member on the nature, form and substance of Service to be provided.

12. **Quality Assurance**

12.1 In the event the Industry Member is in any way dissatisfied with any aspect of the Service, it may make a formal written complaint to One Call, which written complaint shall include the causes of the deficiency or complaint and One Call shall forthwith investigate said complaint and take immediate steps to prevent any recurrence. One Call shall advise the Industry Member upon completion of its internal investigation.

12.2 In the event that either party considers the performance or the obligations of the other hereunder to be unsatisfactory or deficient but not necessarily in default, the complaining party may issue a written complaint to the other party, (the "Receiving Party") setting forth any problems or deficiencies and upon receipt of said complaint, the Receiving Party shall investigate the complaint and take immediate steps to deal with all of the said problems and deficiencies in a commercially reasonable manner to prevent a recurrence.

13. Care of Property

The Industry Member and One Call agree that each shall take proper care of any and all property owned by one party which is, from time to time, in the custody, care or control of the other party and each party shall be responsible for any loss of, or damage to, such property until such time as it is returned to the custody, care or control of its rightful owner.

14. Termination

- (a) The Industry Member, while not in default of any of its payment obligations pursuant to this Agreement, may terminate this Agreement upon delivery of thirty (30) days' prior written notice to One Call.
- (b) In the event either party is deemed to be in default under any of the terms and conditions of this Agreement, including the provisions of Section 15 hereof, then the following provisions shall apply:
 - (i) The party taking the position the other party is deemed to be in default (the "Complaining Party") shall notify the party it deems to be in default (the "Defaulting Party"), in writing, as to the Defaulting Party's default and upon receipt of such notice, the Defaulting Party shall satisfactorily cure said default within ten (10) days of receipt of written notice; and
 - (ii) In the event the Defaulting Party does not satisfactorily cure the default of which it has been notified, then the Complaining Party may, upon delivery of thirty (30) days prior written notice, terminate this Agreement. In the event that the Industry Member is the Defaulting Party, it agrees to be responsible for and it shall pay immediately all outstanding invoices, amounts, surcharges, charges, costs, expenses, fees or taxes due by the Industry Member up to and including the effective date of termination of this Agreement.
- (c) Notwithstanding the receipt by any party of a written notice of termination, the parties agree that the Agreement shall continue and all obligations, rights and responsibilities of each party thereto shall survive intact until the end of the applicable notice period. On the last day of the notice period, the Defaulting Party shall reconcile and pay in full all outstanding invoices, amounts, surcharges, charges, costs, expenses, fees or taxes due to the date of termination, including all invoices issued and due during the applicable notice period and return all confidential information.

15. Deemed Default

The parties hereto shall be deemed in default upon the occurrence of any of the following events (and the termination provisions of Section 14 shall apply):

- (a) If any party becomes insolvent or makes an assignment for the general benefit of creditors;

- (b) Any proceedings are commenced by or against a party under any bankruptcy or insolvency laws for proceedings for the appointment of a custodian, receiver or a receiver-manager or any other official with similar powers for a party, which proceedings are not dismissed or withdrawn within sixty (60) days; or
- (c) If a party ceases to carry on business.

16. Mutual Indemnity

Each of the parties shall fully indemnify and save harmless the other, their shareholders and respective directors, officers and employees in respect of any claim, demand, action, cause of action, loss, liability, damages, cost charge or expense which may be made or brought against the other or which it may suffer or incur or indirectly as a result of, in respective of and arising out of:

- (a) Any incorrectness in or breach of any representation or warranty of the party hereunder;
- (b) Any breach of or any non-fulfillment of any covenant or agreement on the part of the party hereunder; or
- (c) The negligence or willful misconduct of the party, except to the extent of any contributory negligence or willful misconduct of the other party.

17. Proprietary Rights

One Call assumes no liability for infringement of patent or copyright claims based upon: (i) non-One Call supplied equipment into which a computer system is incorporated; (ii) any assembly, circuit, combination, method or process in which any of the computer systems may be used other than those specified by One Call; (iii) any compliance with the Industry Member's detailed specifications against the advice of One Call; or (iv) the modification of any computer system or any part thereof, unless such modification was made or authorized by One Call. One Call represents and warrants that its services and any intellectual property contained herein do not infringe or violate any third party intellectual property rights.

18. Insurance By Industry Member

The Industry Member shall, during the Term and Renewal Term (if any), maintain a policy of comprehensive general liability insurance with a minimum coverage against bodily injury and property damage caused by the negligence of the Industry Member in an amount of not less than two million dollars (\$2,000,000.00) per occurrence. The Industry Member shall, after entering in this Agreement and from time to time thereafter, at One Call's request, furnish forthwith to One Call a Memorandum of Insurance or an Insurance Certificate setting out the terms and conditions of each policy maintained by the Industry Member in order to satisfy the requirements of this section.

Further, One Call shall, during the Term and Renewal Term (if any) maintain Professional Liability Insurance with limits of no less than two million dollars (\$2,000,000.00). When Professional Liability Insurance policies are renewed or replaced, One Call shall make commercially reasonable efforts to cause the policy retroactive date to coincide with, or precede, the commencement date of the Service in connection herewith.

19. Interruption of Service

The Industry Member acknowledges that telephone and facsimile communications may, from time to time, be partially or wholly interrupted or inaccurate as a result of a telecommunication interruption. In that event the parties agree that:

- (a) One Call shall not be required to maintain the Service at levels set forth in the Specifications;
- (b) One Call shall execute measures and practices designed to aid the Industry Member and to provide timely and accurate restoration of the Service; and
- (c) One Call shall not be liable for any loss or damage of any kind whatsoever arising as a result of such telecommunication interruption.

20. Improvements

In order to continuously improve the quality of service to the Industry Member, One Call reserves the right to make changes to the Service and Specifications or any part thereof, including without limitation, changes to rules of operation, accessibility periods, customer identification procedures and types of equipment.

21. Excusable Delays

Except as otherwise expressly provided for in this Agreement, neither of One Call nor the Industry Member shall be responsible for delays or failures to perform resulting from acts beyond its reasonable control. The dates and times for performance (other than for the payment of money) shall, in conformity herewith, be postponed to the extent and for the period of time that One Call or the Industry Member, as the case may be, is prevented from meeting them by reason of the above-mentioned causes.

If a party relies on this Section 21 to excuse its delay or failure to perform any of its obligations under this Agreement, it shall use commercially reasonable efforts to remedy the situation or remove so far as possible with reasonable dispatch the cause of its delay or inability to perform any of its obligations under this Agreement. If a party relies upon this Section 21 to excuse its delay or failure to perform with any of its obligations under this Agreement and such reliance continues for a period of more than one (1) day, or for more than three (3) days in aggregate in any period of one hundred eighty (180) successive days, the other party may terminate this Agreement upon written notice to the defaulting party.

Notwithstanding the foregoing or any other provision in this Agreement, the performance of the parties' respective obligations hereunder shall be subject to force majeure, including, but not limited to, insurrections, riots, wars and warlike operations, explosions, governmental acts, epidemics, failure of contractors and subcontractors to perform, strikes, fires, accidents, acts of any public enemy, inability to obtain required materials, qualified labour or transportation, or any similar occurrence beyond the reasonable control of the party affected ("Force Majeure"). Should either party be temporarily excused from performance hereunder by any such circumstances it shall use its best efforts to avoid, remove or cure such circumstances and shall resume performance with utmost dispatch when such circumstances are removed or cured. Where either the Industry Member or One Call claims Force Majeure as an excuse for delay in performance, that party so claiming Force Majeure shall give prompt written notice thereof to the other party.

22. Limitation of Liability

Except as specifically provided in this Agreement, there are no warranties or conditions, expressed or implied, including but not limited to any implied warranties or conditions as to quality or fitness for a particular purpose, made by One Call with respect to the Service or any other items provided hereunder or any transaction contemplated herein.

The Industry Member acknowledges that One Call does not warrant the accuracy of any information provided by an Excavator, be it contained in any Excavator Locate Request or any other information provided by an Excavator whatsoever and One Call shall not be liable for any loss to the Industry Member as a result of inaccuracies provided by an Excavator in any such information.

One Call shall not be in any manner liable whatsoever to the Industry Member or any party claiming through the Industry Member for any losses, costs or damages due to errors in or failing of mapping software licenses from independent third parties which is used by One Call in the provision of Service under this Agreement.

In no event shall either One Call be liable or the Industry Member have a remedy for the recovery of any special, indirect or consequential damages, even if One Call has been advised of the possibility thereof, including but not limited to, loss of profit, loss of revenue, failure to realize expected savings, other commercial or economic losses of any kind or any damages caused by the Industry Member's failure to meet the Industry Member's responsibilities.

23. Industry Member Assignment

The Industry Member agrees that it may not assign or subcontract in whole or in part any of this Agreement without the prior written consent of One Call, which consent shall not be unreasonably withheld.

24. Survival and Non Merger

Notwithstanding the termination or expiration of this Agreement for any reason whatsoever, including expiry at the end of the Term or Renewal Term, as applicable, those clauses pertaining to price, billing and invoices, insurance, indemnity, ethics, confidentiality and limitation of liability shall forever survive the expiration or termination of this Agreement, in addition to any other clause which survives by operation of law or which expressly or by implication remain in full force and effect on and after the termination or expiration of this Agreement.

25. Time of the Essence

Time is of the essence in any matter relating to the performance of this Agreement.

26. Governing Law

This Agreement shall be governed and interpreted in accordance with the provisions of the laws of the Province of Ontario.

27. Notice

Any notice to the Industry Member shall be given at the address of the Industry Member as shown in Exhibit "A". Any notice to be given to One Call is to be given at its office below, or such other address designated by One Call from time to time.

ONTARIO ONE CALL
806 Gordon St, Suite 201
Guelph ON N1G 1Y7
Fax Number: 519 265 7619

Any notice required under this Agreement shall be given in writing and delivered by registered mail, by facsimile, or by hand delivery to any address of which either party may notify the other in accordance with this paragraph or to any other person or address which either party may designate from time to time. Notice shall be deemed to have been delivered upon the date of personal delivery or of receipt of facsimile or by hand of the same, and on the next business day after mailing by registered mail.

28. Severability and Waiver

In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable under the laws in force in the Province of Ontario, such provision(s) shall be deemed not to have been written and shall not affect any other provisions of the Agreement.

The failure of either party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not act as a waiver of any right, proviso or option but the same shall continue to be in full force and effect. No waiver by One Call and/or Industry Member of any breach shall be effective unless expressed in writing.

29. Entire Agreement

This Agreement, including the attached Exhibits and other documents incorporated by reference, shall constitute the entire agreement between One Call and the Industry

Member with respect to subject matter hereof, and shall replace any and all prior written or verbal promises, representations, collateral agreements or undertakings.

This Agreement supersedes all prior agreements between and among the parties hereto regarding the subject matter herein and all prior and concurrent agreements are merged herewith, there being no other agreements except as expressed herein.

30. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures of the parties; provided however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

IN WITNESS WHEREOF the undersigned have hereunto affixed their hands and seals on the date first mentioned above.

SIGNED, SEALED AND DELIVERED

) Ontario One Call
)
) Per: _____

) **Lloyd Chiotti**
) *Executive Director*

) THE CORPORATION OF THE
) TOWNSHIP OF WELLINGTON NORTH

) Per: _____

) Name: Michael Givens

) Title: Chief Administration Officer

) Per: _____

) Name: Raymond Tout

) Title: Mayor

Exhibit "A"

Address of Industry Member

Corporate Name: The Corporation of the Township of Wellington North

Address: 7490 Sideroad 7 West, PO Box 125

City and Postal Code: Kenilworth, ON N0G 2E0

Contact Name: Deb Zehr

Telephone Number: 519-848-3620 ext 31

Fax Number: 519-848-3228

E-Mail Address: dzehr@wellington-north.com

Please provide following information for billing (if different than above)

Address: _____

City and Postal Code: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Exhibit "B"

Ontario One Call (ON1Call) fee structure as at May 27, 2013. Please note, HST is additional.

Initial set-up fees:

Include: defining the member's database information; consulting assistance regarding the appropriate mapping design for the member; creation of the necessary mapping layer(s); system programming; and database validation (with the member). Set-up fees are billed at the end of the first month of service

Standard systems: \$1,000.00, up to a maximum of 2 days' work; any additional work – if needed – will be charged at the current Mapping consulting/GIS assistance rate (see below).

Smaller systems: \$500.00, up to a maximum of 1 days' work.

Also included in each year following registration for all systems is additional Mapping consulting/GIS assistance at no extra charge, up to a maximum of 4 hours per calendar year. Any additional work will be charged at the current Mapping consulting/GIS assistance rate (see below).

Notification fees:

<i>Notification type transmitted or "cleared"</i>	<i>Fee</i>
• Standard locate notification	\$1.60
• Alternate Locate Agreement notification	\$1.60
• Suppressed notification	\$1.60
• Geographically cleared request	\$2.10
• System filter cleared request	\$2.10

Options:

• Confirmation phone call, typically used in emergencies	\$2.75
• Analytical reports, per hour; 1 hour minimum	\$55.00
• Mapping consulting/GIS assistance in excess of the standard members' allowance; per hour.	\$65.00

Special terms for members owning/operating systems in areas with low digging activity:

Member organizations that receive less than 400 billable notifications and/or cleared requests (“clears”) in a calendar year will be rebated the notification costs for that year at the beginning of the next.

If ON1Call has a reasonable expectation that the member will receive substantially less than that number (up to a maximum of 300) in the following year, the member will not be billed during the following year(s).

ON1Call reserves the right to re-institute billing – in any subsequent year – for a member benefiting from this special fee arrangement if local digging activity increases to the point that the member receives >400 locates and/or clears in a calendar year.

Special terms for municipalities:

These terms refer specifically to costs that would apply only to the following services supplied by the infrastructure owner:

- Water distribution
- Sewer lines
- Street lighting
- Traffic control systems and other signaling
- Internal communication lines used only for and by the municipality

Definition:

ON1Call views the following types of organization as Municipalities for the purposes of these special terms:

- Incorporated municipalities
- Boards, agencies, and commissions established by the municipality and referenced in the Municipal Acts of Ontario.
- Local service boards providing services to (unincorporated) areas
- Business Improvement Areas

Note: Business Improvement Associations are not considered as municipalities by ON1Call for the purpose of these special terms

Forgiveness of fees:

ON1Call will not charge qualifying municipalities either set-up fees or notification fees until January 1, 2015, subject only to:

1. The initial set-up work being accomplished within the 1-day or 2-day period for which the municipality qualifies (please see the note in this schedule regarding what is included in **Initial set-up fees**). Additional work will be charged at the current rate.
2. Any additional reports the member requires will be charged at the reporting rate shown above.

The fees to be charged to municipal members after January 2015 will be the standard fees for all members in force at that time. For budgetary purposes today, municipalities are advised to use the fees shown in this document as a guide to their likely 2015 ON1Call costs.

Early registration incentive:

To enable ON1Call to better manage the intake of new registrants over the next year, ON1Call will forgive the monthly notification fees after January 2015 for any municipality that is **initially** registered with ON1Call before December 18, 2013. The incentive continues, with decreasing future credit, for new first-time municipal registrations between December 18, 2013 and June 18, 2014.

"Registered" above means: all mapping and other subscription data is programmed into the ON1Call system, ON1Call has received the municipality's signed copy of the ON1Call Standard Agreement, and a date for service commencement has been defined and agreed.

The forgiveness period will run from January 1, 2015 for each full month prior to June 18, 2014 that the Municipality was registered.

Example: Registration is completed September 30, 2013 (the municipality will qualify for the maximum of 6 months credit; the municipality will not be billed notification fees until July 1, 2015).

Note: the Board of ON1Call reserves the right to amend the fee structure of the corporation, from time to time, so as to ensure the corporation is able to discharge its obligations under the *Ontario Underground Infrastructure Notification System Act 2012*.

Schedule B to the SA May 23, 2013 v4.docx

Exhibit "C"

Industry Member's Non-Disclosure Agreement

(See attached)

- Required – Attached
- Not Required

*Arthur
District*

Chamber of Commerce

"Most Patriotic Village"

www.arthurchamber.ca

achamber@wightman.ca

146 George St., P.O. Box 519
Arthur, Ontario N0G 1A0
(519)-848-5603

April 09, 2014

Mr. Michael Givens
Chief Administrative Officer
Township of Wellington North
7490 Sideroad 7 W
Box 125
Kenilworth, Ontario
N0G 2E0

Dear Mr Givens:

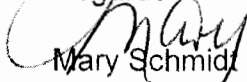
Re: Art in the Street

For the past four years, the Arthur & District Chamber of Commerce have operated Art in the Street, which gives local artists the opportunity to show their work to the community. We have held this event on Frederick St. W from Hwy 6 To Edward Street. We would again like to request that this section of Frederick Street be closed from 8:30am to 5:00pm on Saturday, June 28th.

We would also like to request that we be covered under the Townships insurance For this event as per the last 4 years.

Should you have any questions, regarding this matter, please feel free to Contact me at 519-848-2665.

Regards


Mary Schmidt

Chairperson
Art In the Street

Membership Builds Our Community as a Place to Work, Play and Live

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

BY-LAW NUMBER 30-14

**BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF
FREDERICK STREET WEST BETWEEN GEORGE STREET AND
EDWARD STREET, IN THE FORMER VILLAGE OF ARTHUR FOR
THE PURPOSE OF HOLDING AN ART IN THE STREET DAY.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 42.

WHEREAS Section 42 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Arthur & District Chamber of Commerce is planning to hold an Art in the Street Day and have requested that Frederick Street West between George Street and Edward Street, in the former Village of Arthur be closed to vehicular traffic on Saturday, June 28, 2014 between the hours of 8:30 a.m. and 5:00 p.m.

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

1. That Frederick Street West between George Street and Edward Street, in the former Village of Arthur is hereby temporarily closed on Saturday, June 28, 2014 between the hours of 8:30 a.m. and 5:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

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



The Mount Forest District Chamber of Commerce
"Celebrate Wellington North"

April 22, 2014

Township of Wellington North
7490 Side road 7 West, Box 125
Kenilworth, Ontario
N0G 2E0

Reference – 14th Annual Mount Forest Fireworks Festival

Attention Council;

Please accept this letter as our official request for the closing of Highway #6 between Queen Street (#89Hwy) and Sligo Road.

In order to facilitate the Kin Club Classic Car and our Motorcycle Show as well as local festivities, we request the street to be closed from 6:00AM to 4:30PM on **Saturday, July 19th, 2014.**

Birmingham, Wellington and King Streets will remain open, as necessary East & West to facilitate Fire and Ambulance Services. However, we will be utilizing the East & West directions accordingly, due to the expansion of the ever growing car show. We will provide, on each intersection, guarded barricades to assist with emergency traffic.

Please advise if there are any other details required from us, and we look forward to hearing from you regarding our request.

Thank You,

Deb Hunter, Chair
on behalf of the
14th Annual Mount Forest Fireworks Festival Committee



Recognized as a Top 100 Festival in Ontario for 7 consecutive Years!

514 Main Street N., Mount Forest, Ontario N0G 2L2

Ph: 519-323-4480 • Fax: 519-323-1557 • Email: mfchamber@wrightman.ca • www.mountforest.ca

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

BY-LAW NUMBER 31-14

BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF MAIN STREET (HWY. 6) IN THE FORMER TOWN OF MOUNT FOREST FOR THE PURPOSE OF HOLDING THE MOUNT FOREST ANNUAL FIREWORKS FESTIVAL.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c. 25, Section 42.

WHEREAS Section 42 of the Municipal Act, S.O. 2001, c. 25, as amended provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Mount Forest Fireworks Festival Committee is planning various events during the Mount Forest Annual Fireworks Festival and have requested that a portion of Main Street be closed to vehicular traffic on Saturday, July 19, 2014 between the hours of 5:30 a.m. and 5:00 p.m.

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

1. That the portion of Main Street between Queen Street and Sligo Road is hereby temporarily closed on July 19, 2014 between the hours of 5:30 a.m. and 5:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

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

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

BY-LAW NUMBER 32-14

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH (Part of Lots 118 to 121 & Part of Lots 110 to 114, 122, 169 & 170; Part of Lorne Avenue, including a 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of West Luther – Eastridge Landing)

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 2 to By-law 66-01 is amended by changing the zoning on lands described as Part of Lots 118 to 121 & Part of Lots 110 to 114, 122, 169 & 170; Part of Lorne Avenue, including a 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of West Luther as shown on Schedule "A" attached to and forming part of this By-law from **Future Development (FD) to "Residential Holding Exception (R2(H)-34) and M1-2 to Open Space.**
2. THAT Section 31, Exception Zone 1 – Arthur Village, is amended by the inclusion of the following new exception:

31.34 Part of Lots 118 to 121 & Part of Lots 110 to 114, 122, 169 & 170; Part of Lorne Avenue, including a 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of West Luther	R2(H)-34 Notwithstanding section 12.2.1.2, the minimum lot frontage for a single family dwelling may be reduced to 12m (39.6 ft.). Notwithstanding section 12.2.2.2, the minimum lot frontage for a semi-detached dwelling may be 18m (59.3 ft.). Notwithstanding section 12.2, the minimum interior side yards for any two storey dwelling may be 1.2m (3.9 ft.), provided there is an attached garage. Notwithstanding section 12.2, the minimum exterior side yard for a dwelling shall be 6.09m (20 feet).
--	---

3. 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.
4. 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 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 32-14

Schedule "A"



Rezone from Future Development (FD) to Residential Holding Exception (R2(H) – 34)

Rezone from Industrial Exception (M1-2) to Open Space (OS)

This is Schedule "A" to By-law No. 32-14
Passed this 28th day of April, 2014

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 32-14

THE LOCATION being rezoned is in Part of Lots 118 to 121 & Part of Lots 110 to 114, 122, 169 & 170; Part of Lorne Avenue, including a 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of West Luther.

THE PURPOSE AND EFFECT The purpose of the amendment is to rezone the subject lands from Future Development to Residential holding as required as a condition of draft approval of Subdivision 23T-1300 and further rezoning the park land from industrial to open space.

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

BY-LAW NUMBER 33-14

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part Lot 13, Concession 12, Geographic
Township of West Luther, 8585 Line 12 – D. and P. Trinier)**

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

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

1. THAT Schedule "A" Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part Lot 13, Concession 12, Geographic Township of West Luther, as shown on Schedule "A" attached to and forming part of this By-law from:

- **Agricultural (A) to Agricultural Exception (A-162),**

2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.162 Part Lot 13, Con. 12 W. Luther	A-162 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.
---	--

3. 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.

4. 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 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 33-14

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exceptions (A-162)

**This is Schedule "A" to By-law No. 33-14
Passed this 28th day of April, 2014**

**RAYMOND TOUT
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 33-14

THE LOCATION being rezoned is in Part Lot 13, Concession 12, Geographic Township of West Luther, with a civic address of 8585 Line 12. The property is approximately 41.2 hectares (101.7 acres) in size and is occupied by a residence one accessory building.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural land (A-162). This rezoning is a condition of severance application B99/13, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing farm dwelling (0.9 ha. (2.3 ac.) from the remainder of the agricultural parcel (40.3ha. (99.5 ac.).

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 34-14

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part Lot 13, Concession 3, Geographic
Township of West Luther, 8613 Sideroad 13 – G. and K. Leith)**

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 By-law 66-01, as amended, is hereby further amended by revising the regulations for the property zoned Rural Area exception (A-48) in Part lot 13, Concession 3, in the geographic Township of West Luther, as illustrated by schedule "A" attached to and forming part of this by-law.
2. That By-law Number 66-01, as amended, is hereby further amended by deleting the wording from the paragraph forming Section 33.48 b) and replacing it with the following:
 - **That pursuant to section 39(3) of the Planning Act, R.S.O. 1990, c.P.13, as amended, the mobile home/garden suite is permitted for a maximum of ten (10) years, starting from the date this By-law comes into effect.**
3. That except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 66-01, as amended.
4. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Wellington North subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.

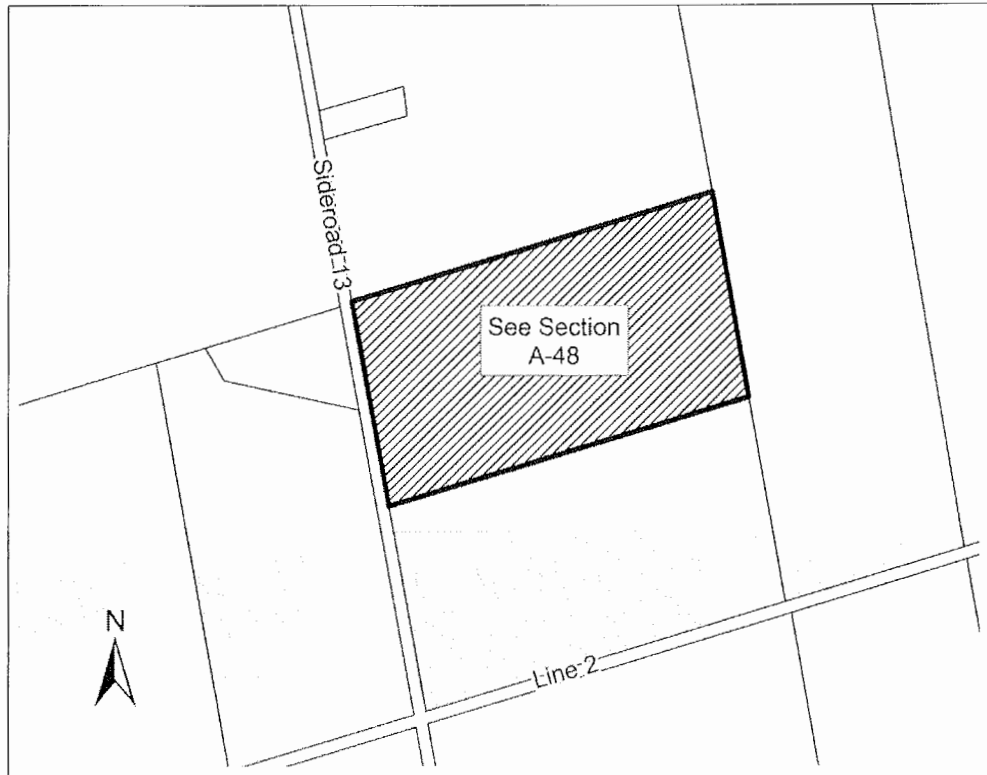
RAYMOND TOUT,
MAYOR

MICHAEL GIVENS,
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 34-14

Schedule "A"



This is Schedule "A" to By-law No. 34-14
Passed this 28th day of April, 2014

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 34-14

SUBJECT LAND

The subject land is legally described as Part of Lot 13, Concession 3 (Geographic Township of West Luther), with a civic address of 8613 Sideroad 13. The property is approximately 20.23 ha. (50 ac.) in size and is occupied by a residence, mobile home and accessory building.

PURPOSE AND EFFECT

The purpose of the amendment is to allow a temporary garden suite in the form of a mobile home to continue to be located on the subject lands for an additional ten year period. The mobile home is for the accommodation of the owner's family member and has been on the subject lands since 1994.

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

BY-LAW NUMBER 35-14

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
APRIL 28, 2014.**

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

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

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

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

1. That the action of the Council at its Regular Meeting held on April 28, 2014 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF APRIL, 2014.**

**RAYMOND TOUT
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Thursday, May 1, 2014	2014 Budget Open House	7:00 p.m.
Saturday, May 3, 2014	Green Legacy Tree Day	9:00 a.m. to 11:00 a.m.
Tuesday, May 6, 2014	Recreation & Culture Committee	8:30 a.m.
Friday, May 9, 2014	Mayor's Breakfast – Health Care Sector	7:30 a.m.
Monday, May 12, 2014	Public Meeting	7:00 p.m.
Monday, May 12, 2014	Regular Council Meeting	Following Public Meeting
Tuesday, May 20, 2014	Public Works Committee	8:30 a.m.
Wednesday, May 21, 2014	Economic Development Committee	4:30 p.m.
Monday, May 26, 2014	Regular Council Meeting	7:00 p.m.

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

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427
- Guelph location – 519-821-4242**

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