



Township of Wellington North

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

Regular Meeting of Council

Monday, August 10, 2015

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

AGENDA

Page 1 of 5

AGENDA ITEM	PAGE NO.
<u>CALLING TO ORDER</u>	
- Mayor Lennox	
<u>SINGING OF O' CANADA</u>	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF</u>	
<u>MINUTES OF PREVIOUS MEETING(S)</u>	
Regular Meeting of Council, July 13, 2015	01
<u>BUSINESS ARISING FROM MINUTES</u>	
Matthew Aston, Director of Public Works	
- Comments regarding New Connecting Links Program Consultation Questions	15
<u>DELEGATIONS</u>	
Presentation:	
Representatives of Germania Mutual Insurance	
- Donation of fire safety messages for new tankers	

AGENDA ITEM	PAGE NO.
<u>STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS</u>	
Report from Darren Jones, Chief Building Official - CBO 2015-11 Building Permit Review Period Ending July 31, 2015	18
Report from Karren Wallace, Clerk - CLK 2015-034 being a report on Consent Application B68/15 (Pronk) known as Part Lot 7, Concession 4, Township of Wellington North	20
Report from Karren Wallace, Clerk - CLK 2015-035 being a report on Consent Application B69/15 (Pronk) known as Part Lot 7 Concession 4, Township of Wellington North	27
Report from Karren Wallace, Clerk - CLK 2015-036 being a report on Alternate Voting Methods for the 2015 Ward 3 By-Election	33
Report from Karren Wallace, Clerk - CLK 2015-038 regarding Mount Forest Homecoming 1879-2017 request to be appointed a Committee of Council	60
Report from Paul Dowber, Treasurer - TR 2015-16 To Set the Tax Rates for 2015 and Repeal By-law Number 40-15	63
Report from Paul Dowber, Treasurer - TR 2015-18 Ontario Community Infrastructure Fund	65
Report from Matthew Aston, Director of Public Works - PW 2015-054 being a report on the Township's Septic Social Event held July 14, 2015	70
Report from Matthew Aston, Director of Public Works - PW 2015-055 being a report on the Ministry of Environment and Climate Change's 2015-2016 Inspection Report for the Mount Forest Waste Water Treatment Plant	72
Report from Matthew Aston, Director of Public Works - PW 2015-057 being a report on the award of the Township's 2015 Asphalt Program	93

AGENDA ITEM	PAGE NO.
Report from Barry Lavers, Director of Recreation Parks & Facilities - Report RAC 2015-007 Upper Grand Trailway Wellington Bridges	96
Report from Michael Givens, Chief Administrative Officer - CAO 2015-21 Storm Event 2015	105
Administration and Finance Committee - Minutes, July 20, 2015	107
Cheque Distribution Report dated August 6, 2015	111
<u>CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION</u>	
Drinking Water Source Protection - Municipal Implementation Workshop	128
The Royal Canadian Legion, Ontario Command, Zone C-3 - Invitation to Convention	129
Ministry of Natural Resources and Forestry - <i>Conservation Authorities Act</i> Review Discussion Paper	130
Mount Forest Motivators Toastmasters Club - Request to proclaim October 2015 as "Toastmasters Month"	131
Haldimand County - Request for support of resolution regarding vacancy rebate program	132
Randy Pettapiece, MPP, Perth-Wellington - Request of private member's resolution regarding "Fairness in Provincial Infrastructure Funds"	134
<u>BY-LAWS</u>	
By-law Number 056-15 being a by-law to set the rates for 2015 taxation and to provide for the collection thereof and to repeal By-law Number 040-15	136
By-law Number 057-15 being a by-law to declare the Office of Ward 3 Council seat vacant and to require a By-Election to fill the vacancy in the Township of Wellington North for the Office of Ward 3	142

AGENDA ITEM	PAGE NO.
By-law Number 058-15 being a by-law to permit fundraising activities by a charitable organization on a roadway under the <i>Safe Streets Act</i> , S.O. 1999 in the Township of Wellington North (Mount Forest Kin Club Fall Road Toll – Main Street, Mount Forest)	143
By-law Number 059-15 being a by-law to authorize the execution of the New Building Canada Fund – Small Communities Fund agreement between Her Majesty the Queen in Right of Ontario (as represented by the Minister of Agricultural, Food and Rural Affairs “the Province”) and The Corporation of the Township of Wellington North	145
By-law Number 060-15 being a by-law to prescribe speed limits for various highways under the jurisdiction of The Corporation of the Township of Wellington North and to repeal By-laws 57-01, 90-20, 605 and 606	193
By-law Number 061-15 being a by-law to repeal By-law 51-06 being a by-law to adopt policies and procedures to govern Occupational Health and Safety for municipal employees	195
By-law Number 062-15 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 1, Concession 11, former Town of Mount Forest – Dorothy Robertson, Estate)	196
<u>ITEMS FOR COUNCIL’S INFORMATION</u>	
AMO Watchfile	
- July 16, 2015	199
- July 23, 2015	200
- July 30, 2015	202
Grand River Conservation Authority	
- Minutes, General Membership Meeting, June 26, 2015	204
Saugeen Valley Conservation Authority	
- Minutes, Board of Directors Meeting, May 28, 2015	213
- Correspondence dated July 29, 2015 regarding comments provided in permit and general enquiry letters (letter dated April 8, 2015 included for reference)	219
Maitland Valley Conservation Authority	
- Board of Directors Meeting #5/15, May 20, 2015	221

AGENDA ITEM	PAGE NO.
2015 Fireworks Festival Committee - Thank you for supporting the 15 th Annual Fireworks Festival	227
Wellington County Learning Centre - Rescue the Mayor fundraiser and business networking dinner	228
Town of Havelock-Belmont-Methuen - Resolution supporting opposition to sale of Hydro One	229
<u>CULTURAL MOMENT</u>	
<u>NOTICE OF MOTION</u>	
<u>ANNOUNCEMENTS</u>	
<u>CLOSED MEETING SESSION</u>	
Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; (Section 239 (2) (e) <i>Municipal Act, 2001</i>)	
Confirmation of Closed Session Minutes	
<ul style="list-style-type: none">• Regular Council Meeting, May 11, 2015• Administration and Finance Committee, June 15, 2015• Committee of Adjustment, July 13, 2015	
<u>CONFIRMING BY-LAW NUMBER 063-15 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u>	
<u>ADJOURNMENT</u>	

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.**

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

Members Present:

**Mayor: Andy Lennox
Councillors Sherry Burke
Steve McCabe
Dan Yake**

Staff Present:

**CAO/Deputy Clerk: Michael Givens
Clerk: Karren Wallace
Director of Public Works: Matthew Aston
Treasurer: Paul Dowber
Economic Development Officer: Dale Small
Chief Building Official: Darren Jones
Fire Chief: Dave Guilbault
Fire Prevention Officer: Jason Benn**

CALLING THE MEETING TO ORDER

Mayor Lennox called the meeting to order.

SINGING OF O' CANADA

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION 2015-294

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Agenda for the July 13, 2015 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 2015-295

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the minutes of the Regular Meeting of Council held on June 22, 2015 be adopted as circulated.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.**

BUSINESS ARISING FROM MINUTES

N/A

DELEGATIONS

Matthew Venne, RLB LLP – Chartered Accountants and Business Advisors
– Presentation of 2014 Financial Statements

RESOLUTION 2015-296

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North approve the Draft 2014 Financial Statements as prepared and presented by RLB LLP – Chartered Accountants and Business Advisers.

CARRIED

Alison Vasey, North Wellington Coalition for Youth Resiliency (NWCYR)
Results of community forum in Kenilworth

Ms. Vasey provided an update on the North for Youth event that held February 2015, noting that five priorities were identified:

- Increase awareness of programs/resources available
- Creating a youth council/focusing on youth engagement
- Increase accessibility of programs (Looking at transportation, cost and location)
- Increase inter-generational interaction and relationships: Build a mutual culture of respect
- Remove Barriers and Find ways to increase collaboration: Keep community momentum

Ms. Vasey wondered if Wellington North Township was interested, in partnership with the North Wellington Coalition for Youth Resiliency, in developing and supporting a Youth Council.

Direction was provided to staff to provide a report to the Administration and Finance Committee on the feasibility of supporting a Youth Council.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

**STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS**

Wellington North Fire Service

- Communiqué, #020, July 9, 2015

RESOLUTION 2015-297

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Communiqué #020 dated July 9, 2015.

CARRIED

Report from Dave Guilbault, Fire Chief

- FIRE 2015-005 being a report regarding Captain Promotional Process

RESOLUTION 2015-298

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive report FIRE 2015-005 being a report regarding Captain Promotional Process.

CARRIED

Report from Dave Guilbault, Fire Chief

- FIRE 2015-006 being a report regarding reconsideration of invoice for fire call

AMENDMENT TO RESOLUTION 2015-300

RESOLUTION 2015-299

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT MOTION moved by Councillor Burke and seconded by Councillor McCabe regarding the recommendation made in report FIRE 2015-006 be amended as follows remove the second paragraph that states:

AND FURTHER THAT the Council of the Township of Wellington North support Invoice Number IVC0481 issued to Mr. Aaron Weber being paid in full \$10,660.00 plus taxes.

and replace it with:

AND FURTHER THAT of the Township of Wellington North support Invoice Number IVC0481 issued to Mr. Aaron Weber being paid up to 60% of the original invoice for a total amount owing of \$6,396.00 plus applicable taxes

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

RESOLUTION 2015-300

Moved by: Councillor Burke

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive report FIRE 2015-006 being a report regarding reconsideration of invoice for fire call;

AND FURTHER THAT of the Township of Wellington North support Invoice Number IVC0481 issued to Mr. Aaron Weber being paid up to 60% of the original invoice for a total amount owing of \$6,396.00 plus applicable taxes

CARRIED

Report from Darren Jones, Chief Building Official

- CBO 2015-10 Building Permit Review Period Ending June 30, 2015

RESOLUTION 2015-301

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Building Permit Review for the period ending June 30, 2015.

CARRIED

Report from Karren Wallace, Clerk

- CLK 2015-026 being a report on Consent Application B37/15 (Maas/Higdon known as Part Lot 11, w/s 115 Normanby Street formerly Mount Forest now the Township of Wellington North

RESOLUTION 2015-302

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive CLK Report 2015-026 being a report on Consent Application B37/15 (Maas/Higdon) known as Part Lot 11, w/s 115 Normanby Street formerly Mount Forest now the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B37/15 as presented with the following conditions:

- *servicing is addressed to the satisfaction of the municipality*
- *safe driveway access is addressed to the satisfaction of the municipality*
- *the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;*
- *the Owner satisfy the requirements of the local municipality in reference to parkland dedication*
- *the severed parcel must receive zoning compliance to allow for the parking lot use*

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

- *A Buffer Area must be provided on the severed as per section 6.3 of zoning by-law 66-01*
- *The applicant must receive site plan approval to address storm water management*

CARRIED

Report from Karren Wallace, Clerk

- CLK 2015-027 being a report on Consent Application B50/15 (Hummel) known as Part Park Lot 5 South of Clyde Street formerly Mount Forest now the Township of Wellington North

RESOLUTION 2015-303

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive CLK Report 2015-027 being a report on Consent Application B50/15 (Hummel) known as Part Park Lot 5, South of Clyde Street formerly Mount Forest now the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B50/15 as presented with the following conditions:

- *servicing is addressed to the satisfaction of the municipality*
- *safe driveway access is addressed to the satisfaction of the municipality*
- *the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;*
- *the Owner satisfy the requirements of the local municipality in reference to parkland dedication*

CARRIED

Report from Karren Wallace, Clerk

- CLK 2015-029 being a report on declaring the Office of Councillor for Ward 3 vacant and determining the method to fill the vacancy

RESOLUTION 2015-304

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2015-029 being a report on declaring the Office of Councillor for Ward 3 vacant and determining the method to fill the vacancy;

AND FURTHER THAT Council pass a by-law to declare the Council seat of Councillor Mark Goetz, Ward 3 vacant;

AND FURTHER THAT Council directs the Clerk to prepare a by-law for the August 10, 2015 meeting of Council to provide for a by-election to fill the Ward 3 vacancy as set out by the Municipal Elections Act.

CARRIED

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

Report from Karren Wallace, Clerk

- CLK 2015-030 being a report on Council representatives on Township of Wellington North Standing Committees

RESOLUTION 2015-305

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive for information report CLK 2015-030 Council Representatives on Township of Wellington North Standing Committees;

AND FURTHER THAT the Council of the Township of Wellington North appoint the following replacement members due to the resignation of Councillor Mark Goetz as Council Representatives to the Township of Wellington North Standing Committees for the term, January 1, 2015 to December 31, 2015 as per below-

Administration & Finance Committee: Councillor McCabe

Economic Development Committee Councillor Yake

Recreation & Culture Committee: Councillor Burke

Arthur & District Chamber of Commerce: Councillor McCabe

Mount Forest District Chamber of Commerce: Councillor McCabe

CARRIED

Report from Karren Wallace, Clerk

- CLK 2015-031 being a report to provide for an Acting Head of Council for July, August and September 2015

RESOLUTION 2015-306

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information report CLK 2015-031 being a report to provide for an Acting Head of Council for July, August and September 2015;

AND FURTHER THAT the Council of the Township of Wellington North hereby approve the following schedule for the Acting Head of Council for the period July, August and September 2015:

July 2015

Councillor Ward 1 (Councillor Yake)

August 2015

Councillor Ward 2 (Councillor Burke)

September 2015

Councillor Ward 4 (Councillor McCabe)

AND FURTHER THAT commencing October 1, 2015 the Acting Head of Council schedule shall be as set out in By-law 63-2014 being the Procedure By-law.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

Report from Paul Dowber, Treasurer

- TR 2015-13 Canada-Ontario Small Community Fund – Contribution Agreement

RESOLUTION 2015-307

Moved by: Councillor Yake

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the Canada-Ontario Small Community Fund - Contribution Agreement report TR2015-13;
AND FURTHER THAT the Council of the Township of Wellington North authorize and direct the Mayor and Clerk to execute the forthcoming contribution agreement with Her Majesty the Queen in Right of Ontario for the Canada-Ontario Small Community Fund on receipt.*

CARRIED

Report from Dale Small, Economic Development Officer

- EDO 2015-23 Community Improvement Program

RESOLUTION 2015-308

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Economic Development Officer report EDO 2015-23 dated July 13, 2015 with regards to the Community Improvement Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve a one-time grant of \$394.94 under the Application Fees and Development Charges Grant Program to be paid as a result of the improvements to the Walsh's IDA Pharmacy building at 129 Main Street South, Mount Forest.

CARRIED

Report from Dale Small, Economic Development Officer

- EDO 2015-24 Municipal Solar Program

RESOLUTION 2015-309

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT Report EDO 2015-24 being a report on the Township of Wellington North Municipal Solar Program be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve the Municipal Council Blanket Support Resolution in order to receive priority points as part of our FiT 4.0 application

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct the Mayor and CAO to sign the resolution on behalf of the Municipality.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

Report from Dale Small, Economic Development Officer

- Report EDO 2015-25 Wellington North Population, Household and Employment Forecast 2011-2041

RESOLUTION 2015-310

Moved by: Councillor McCabe

Seconded by: Councillor Yake

That the Economic Development Officer report dated July 13th, 2015 with regards to the Wellington North Population, Household and Employment Forecast 2011 – 2041 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North support the recommendations to Wellington County as contained in this report

CARRIED

Report from Michael Givens, Chief Administrative Officer

- Report 2015-18 Strategic Planning – Council Approval

RESOLUTION 2015-311

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information report CAO 2015-18;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve in principle the Township of Wellington North Strategic Plan 2015 – 2018.

CARRIED

Joint Economic Development Committee

- Minutes, June 24, 2015

RESOLUTION 2015-312

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North adopt the minutes of the Joint Economic Development Committee meeting held on June 24, 2015.

CARRIED

Public Works Committee

- Minutes, July 7, 2015

RESOLUTION 2015-313

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North adopt the minutes of the Public Works Committee meeting held on July 7, 2015.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

RESOLUTION 2015-314

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT Report PW 2015-037 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North accept the following definition of reasonable brush for pick-up by the Township: Bulk brush must be placed in one pile no larger than 1.8 m long x 1.8 m wide x 1.2 m high (6 ft x 6 ft x 4 ft), with branches a maximum of 7.5cm (3 inches) in diameter. Bulk brush must be free of loose debris such as leaves, grass clippings or garden waste, as recommended by the Public Works Committee.

And FURHTER THAT brush pick up service only be offered in the urban areas of Wellington North.

CARRIED

RESOLUTION 2015-315

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT Report PW 2015-046 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to make arrangements for the Township of Wellington North and Wellington County to enter into a maintenance agreement for the Township-owned traffic lights, as recommended by the Public Works Committee.

CARRIED

RESOLUTION 2015-316

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT Report PW2015-051 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to prepare a by-law to delegate the authority to grant temporary road closures to the Director of Public Works AND/OR Roads Superintendent, as recommended by the Public Works Committee.

CARRIED

RESOLUTION 2015-317

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT Report PW2015-053 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to take the necessary actions to reduce the speed limit on Sideroad 7W within the community of Kenilworth, as recommended by the Public Works Committee.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

RESOLUTION 2015-318

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT Report PW2015-050 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North , approve the Customer Complaints about Sewer Collection and/or Treatment (PW002) as presented as recommended by the Public Works Committee.

CARRIED

RESOLUTION 2015-319

Moved by: Councillor Burke

Seconded by: Councillor Yake

THAT Report PW 2015-052 be received;

AND FURTHER THAT Council award the purchase of the software and hardware for the drinking water system SCADA to 953504 Ontario Inc. (Dewar Services) at a net cost of \$89,646.49

CARRIED

RESOLUTION 2015-320

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT Report PW2015-048 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to finalize the April 2, 2015 XCG Consultants Ltd draft report as a phased in approach, achieving 1,860 m³ in phase 1 and 2,300 m³ in phase 2, as recommended by the Public Works Committee.

CARRIED

Cheque Distribution Report dated July 8, 2015

RESOLUTION 2015-321

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated July 8, 2015.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION

Steven Del Duca, Minister of Transportation

- New Connecting Link Program Consultation Questions

RESOLUTION 2015-322

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT Correspondence from the Ministry of Transportation dated June 23, 2015 be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct the Director of Public Works to provide comments regarding the New Connecting Links Program to Ministry of Transportation;

AND FURTHER THAT a copy of the Director of Public Works comments be provided to Council at the August 10, 2015 Regular Council Meeting.

CARRIED

Municipality of Tweed Disaster Relief Committee

- Request for support of fundraising efforts

Received as information

Wesley Haramule

- Temporary Liquor License Extension for Buzz & Tom's Charity Bike Run in support of Groves Memorial Hospital

RESOLUTION 2015-323

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North have no objection to Post Time Pub & Grill, Inc., 257 George St., Arthur, applying for a temporary license extension to the Alcohol and Gaming Commission of Ontario for Saturday, August 29, 2015 between the hours of 11:00 a.m. and 6:00 p.m. for the annual Buzz and Tom's charity fundraiser.

CARRIED

BY-LAWS

RESOLUTION 2015-324

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT By-law Number 053-15 being a by-law to temporarily close a portion of Birmingham Street East, in the former Town of Mount Forest for the purpose of holding an Outdoor Family Music Day be read a First, Second and Third time and finally passed.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

RESOLUTION 2015-325

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT By-law Number 054-15 being a by-law to levy a special local municipality levy on the residential class of rateable property within the Township for the 2015 Taxation Year be read a First, Second and Third time and finally passed.

CARRIED

ITEMS FOR COUNCIL'S INFORMATION

AMO Watchfile

- June 18, 2015
- June 25, 2015
- July 2, 2015

Grand River Conservation Authority

- Minutes, General Membership Meeting, May 22, 2015

Township of Montague

- Resolution supporting City of Hamilton's opposition to the installation of community mailboxes

Ontario Provincial Police

- Promotion of Superintendent R.A. (Rick) Philbin to Chief Superintendent and appointment as Commander of the Communications and Technology Services Bureau

Guelph Eramosa Township

- Resolution supporting Wellington County Citizens Against Fill Dumping

Town of Aurora

- Bill 73: Proposed *Smart Growth for our Communities Act*, 2015

RESOLUTION 2015-326

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the July 13, 2015 Regular Council Meeting Agenda.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL**

JULY 13, 2015 – FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

CULTURAL MOMENT

Pick-up your copy of the 2015 Wellington North Simply Explore and the Butter Tart Trail brochure to learn about all of the great offerings that contribute our unique culture.

Highlights Include:

Always the third weekend in July, the *Mount Forest Fireworks Festival* celebrate their 15th Anniversary! Ignite your summertime plans– the Mount Forest Fireworks Festival has been one of Ontario’s Top 100 Festivals and Events for eight years running:

Experience amusements, live entertainment, interactive kids’ shows, sidewalk sales, music, breakfasts, barbeques, one of Canada’s Top 10 largest classic car shows and of course, a spectacular fireworks display!

We’re proud of our heritage and we show it! We’re known for our rich heritage and revel in it during events such as *Culture Days and Doors Open* (September 26th) which celebrates art and culture with free, hands-on interactive activities that allows visitors to “peek behind the curtains” and experience the most intriguing and charming cultural, architectural and heritage treasures first-hand.

We celebrate real food grown locally that delivers an authentic experience with fresh, local flavours through **Taste Real** partners, **Horticultural Trail** members and at the **Wellington North Farmers’ Market**. We offer a ‘sweet’ time celebrating all things ‘butter tart’ on **The Butter Tart Trail**. On this self-guided tour there are at least a dozen varieties of tarts you’ll come across. There are also other inventions like doggy butter tart treats, pottery dessert trays, inspired scents, aprons and other desserts that you’ll come across.

NEW this year, we have partnered with the Town of Minto and Mapleton Township to bring you a *Northern Wellington Cycle Route*. Simply Explore Rural Routes Tastes and Treasures as you travel through tranquil vistas and loop back into our picturesque villages and towns.

For more information on the above and to learn of other offerings, download a copy of the map brochure, visit our website or pick up your copy today.

www.simplyexplore.ca

NOTICE OF MOTION

No notice of motion.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
JULY 13, 2015 –FOLLOWING COMMITTEE OF ADJUSTMENT – 7:15 P.M.

ANNOUNCEMENTS

Councillor Burke thanked everyone for their thoughts and prayers expressed after her mother's accident and recovery.

Mayor Lennox advised he had attended the Holstein Rodeo on the weekend of July 11, 2015 and reminded everyone of the upcoming Mount Forest Fireworks Festival July 18, 2015.

CONFIRMING BY-LAW

RESOLUTION 2015-327

Moved by: Councillor Yake

Seconded by: Councillor McCabe

THAT By-law Number 055-15 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 13, 2015 be read a First, Second and Third time and finally passed.

CARRIED

ADJOURNMENT

RESOLUTION 2015-328

Moved by: Councillor McCabe

Seconded by: Councillor Yake

THAT the Regular Council meeting of July 13, 2015 be adjourned at 8:58 p.m.

CARRIED

MAYOR

CLERK



Township of Wellington North

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

Email to CLProgram@ontario.ca

July 30, 2015

Ministry of Transportation
Ferguson Block, 3rd Floor
77 Wellington Street West
Toronto ON M7A 1Z8

Subject: New Connecting Links Program
Consultation Questions

Dear Sir/Madam --

1. How can the Connecting Links program be best aligned with the Ontario Communities Infrastructure formula based and/or application based components?

As the program applies to a different group of municipalities, i.e. not all municipalities have connecting links, the program should be administered separately as the province has a different interest in connecting link assets than it does other public assets that are fully municipally owned.

The connecting link funding program should be linked to an evidenced based asset management approach that considers all the connecting link assets within the province on a single scale to ensure assets with the most need are addressed.

2. How can the new program be designed to take into consideration your connecting link needs and priorities identified in your municipal asset management plan?

The Township of Wellington North believes that the different criteria used by each Township to evaluate and assess connecting link asset condition creates a gap in the selection process where, municipalities with more strict criteria used to evaluate asset condition might see more program funding than municipalities with less strict criteria to evaluate asset condition might see less program

funding. The Township believes that a more robust asset management program that considers the conditions of connecting link assets across different municipalities would more often result in this funding being available to address the planned rehabilitation of connecting link assets throughout the province.

The Township of Wellington North acknowledges that underground infrastructure, more often owned, maintained and operated by the local municipality, is an important consideration when assessing which projects to proceed with and when. The Township trusts that the Province will consult with municipalities to ensure that if full reconstruction projects including underground infrastructure is required it can be co-ordinated to take place in a timely and efficient manner, recognizing that municipalities must prioritize all asset based projects.

3. *What suggestions do you have to ensure the new program meets your municipality's unique needs?*

The Township of Wellington North believes the allocation of funds for connecting link assets must be handled in a fair, transparent and equitable manner. As such, Township proposes the MTO conduct a comprehensive asset management plan looking at the province's connecting link assets to provide consistency in the evaluation methods used to assess asset condition and determine rehabilitation need.

The Township of Wellington North, although unique, feels most municipalities in the province have a similar stand-point with regards to asset management, mainly ensuring safe and reliable public infrastructure for our communities. The Township feels an asset management plan, administered by the MTO, considering all the provinces connecting link assets will result in a strategic approach funding these worthwhile projects. The Township has fear that using multiple asset management plans, created by different consulting engineers and/or technical professional make determining project priorities more difficult and tends to result in municipalities competing for finite funding, which isn't productive use of municipal staff time.

4. *How can the province best leverage the funding that is available to maximize the economic impact of the Connecting Link program?*

MTO manage connecting link projects and annual programs be tendered to maximize "economies of scale".

Please do not hesitate to contact me if you have any questions or concerns at 519-848-3620 x31.

Best regards,

MATTHEW ASTON

Director of Public Works

CC:

Mr. Michael Givens, Township CAO



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2015-11 BUILDING PERMIT REVIEW
PERIOD ENDING JULY 31, 2015**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive the Building Permit Review for the period ending July 31, 2015.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. Building Permit Monthly Review for the period ending June 30, 2015

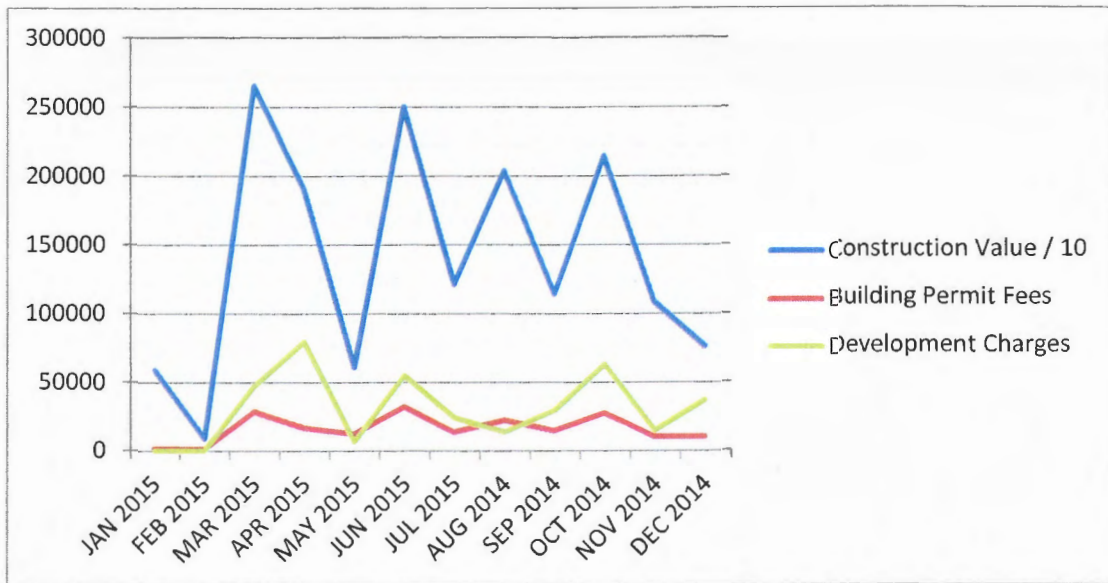
BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	1	300,000.00	2,154.51	15,344.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	2	170,000.00	2,478.04	0.00
Garages / Sheds	1	40,000.00	501.44	0.00
Pool Enclosures / Decks	2	7,500.00	347.00	0.00

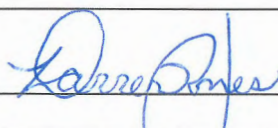

Commercial	1	110,000.00	1,010.26	0.00
Assembly	3	3,500.00	378.00	0.00
Industrial	1	80,000.00	3,252.00	8,580.00
Institutional	0	0.00	0.00	0.00
Agricultural	5	490,000.00	3,271.41	0.00
Sewage System	1	12,000.00	504.00	0.00
Demolition	0	0.00	0.00	0.00

Total July 2015	17	1,213,000.00	13,896.66	23,924.00
Total Year to Date 2015	115	9,701,100.00	119,221.89	219,454.98

12 Month Average	17	1,393,037.50	16,157.68	30,721.25
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10 Year Monthly Average	23	1,846,565.25	16,986.82	17,249.83
10 Year, Year to Date Average	133	13,096,826.50	108,759.19	116,176.81

PREPARED BY:	RECOMMENDED BY:
	
DARREN JONES CHIEF BUILDING OFFICIAL	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

FROM: Karren Wallace, Clerk

**SUBJECT: REPORT CLK 2015-034 BEING A REPORT ON CONSENT
APPLICATION B68/15 (PRONK) KNOWN AS PART LOT 7
CONCESSION 4, TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT CLK Report 2015-034 being a report on Consent Application B68/15 (Pronk) known as Part Lot 7, Concession 4, Township of Wellington North be received;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B68/15 as presented with the following conditions:

1. THAT the severed parcel receive zoning compliance to recognize the oversized accessory structure.
2. THAT the retained parcel receive zoning compliance to address the interior side yard setback from the shed to the newly created property line.
3. THAT the post and wire fence around the barn yard be removed to the satisfaction of Wellington North and that a change of use permit be obtained and work completed to change the existing barn in to an agricultural shed.
4. THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel; and further that the applicable authority file a letter of clearance of this condition with the Secretary-Treasurer of the Planning Committee as written proof of fulfillment of this condition.
5. THAT the property owners execute an agreement for drainage apportionment due to lands severance or sale approved by the Municipality together with payment of any relative fees for each parcel being severed.

6. THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

7. THAT the Owner satisfy the requirements of the Local Municipality in reference to parkland dedication as provided for in the Planning Act, R.S.O. 1990; and that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The subject property is known as Part Lot 7, Concession 4, Township of Wellington North.

The property assessment roll number is 23-49-000-014-11700-0000

The subject parcel is shown below:



The proposed severance is 107m fr x 72m = 0.8 hectares, existing and proposed rural residential use with existing dwelling and shed.

The retained parcel is 79 hectares with 619m frontage, existing and proposed agricultural and bush with existing shed.

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Director of Public Works, Fire Chief, Drainage Superintendent, Treasurer, Planner, Economic Development Manager, Tourism Marketing & Promotion Manager, County of Wellington Planner and Director Recreation, Parks and Facilities.

It is recommended the following clauses be a condition of severance:

THAT the severed parcel receive zoning compliance to recognize the oversized accessory structure.

THAT the retained parcel receive zoning compliance to address the interior side yard setback from the shed to the newly created property line.

THAT the post and wire fence around the barn yard be removed to the satisfaction of Wellington North and that a change of use permit be obtained and work completed to change the existing barn in to an agricultural shed.

THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel; and further that the applicable authority file a letter of clearance of this condition with the Secretary-Treasurer of the Planning Committee as written proof of fulfillment of this condition.

THAT the property owners execute an agreement for drainage apportionment due to lands severance or sale approved by the Municipality together with payment of any relative fees for each parcel being severed.

THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

THAT the Owner satisfy the requirements of the Local Municipality in reference to parkland dedication as provided for in the Planning Act, R.S.O. 1990; and that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

Schedule "A" report by Sarah Wilhelm, Wellington County Senior Planner comments,
July 27, 2015

Schedule "B" sketch of subject property.

FINANCIAL IMPLICATIONS

There are no financial impacts as a result of this report.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application Location	B68/15 & B69/15 Part Lot 7, Concession 4 TOWNSHIP OF WELLINGTON NORTH (West Luther)
Applicant/Owner	Clarence & Arlene Pronk

PLANNING OPINION: Application B68/15 would sever a 0.8 ha (2 ac) rural residential lot with a dwelling and shed in the Prime Agricultural area. A 79 ha (195 ac) agricultural parcel would be retained with an existing shed. This application has been submitted under the surplus farm dwelling policies.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns provided that servicing can be provided to the satisfaction of the Township (including a shared well) and that the following matters can be addressed as conditions of approval:

- a) That MDS1 compliance is achieved to the satisfaction of the County of Wellington;
- b) That the retained parcel is rezoned to prohibit residential use and that deficiencies related to accessory buildings on the severed and retained lands are addressed to the satisfaction of the Township of Wellington North and County Planning and Development Department;
- c) That safe driveway access can be provided to the satisfaction of the Township;

Application B69/15 would create a hydro easement in favour of the severed lands. We have no concerns with the creation of such an easement.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.2(c). According to this policy, lot creation in prime agricultural areas may be permitted for a residence surplus to a farming operation as a result of farm consolidation, provided that there is a restriction against new residential dwellings on any vacant farmland parcel created by severance. Farm consolidation is defined as the acquisition of additional farm parcels to be operated as one farm operation.

Minimum Distance Separation 1 (MDS1) is not applicable to surrounding livestock facilities as MDS1 is not applied to a proposed lot with an existing dwelling when that dwelling is already located on a parcel of land separate from the subject livestock facility (Guideline 8). With respect to those facilities on the subject property, there is a shed on the retained lands that does not meet MDS1.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated Prime Agricultural and Core Greenlands. The Core Greenlands designation appears to be well removed from the severed lot.

According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum."

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), d) and e). Item f) rezoning can be addressed as a condition of approval. In terms of the overall farm operation, we have been provided with a Farm Information Form including a list of other farm holdings of the intended purchaser Triaro Farms Inc. which demonstrate that this application would constitute a farm consolidation.



B68/15 & B69/15....page 2

The matters under Section 10.1.3 were also considered including b) "that all lots can be adequately serviced with water, sewage disposal....to accepted municipal standards" and d) "that all lots will have safe driveway access to an all-season maintained public road...". There is an existing shared well on the retained lands. This well has been proposed to continue to serve both parcels via a shared well agreement. The Township should be satisfied that this is an appropriate long-term arrangement.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) and Natural Environment (NE). Both lots would meet the applicable lot area and frontage requirements.

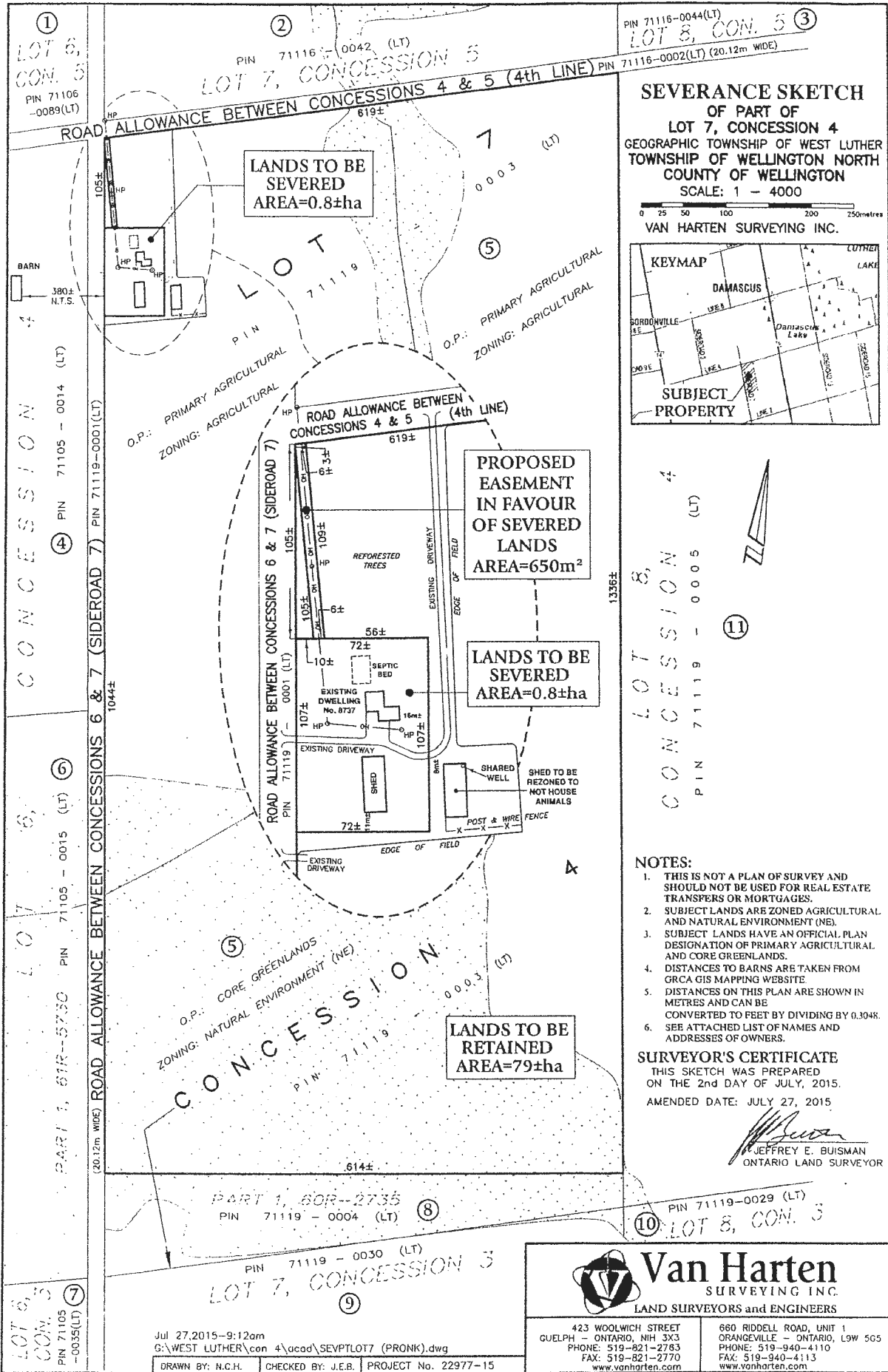
The severed lands would need zoning relief for the size of the shed. The existing shed is 366 sq. m (3,940 sq. ft.), whereas 102.2 sq. m (1,100 sq. ft.) would normally be allowed for a lot of this size.

The retained lands would need to be rezoned to prohibit future residential use, to address the deficient setback for the shed and to prohibit animal housing within the shed.

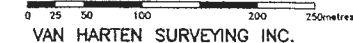
SITE VISIT INFORMATION: The subject property was visited and photographed on July 22, 2015. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Sarah Wilhelm, MCIP, RPP, Senior Planner
July 28, 2015

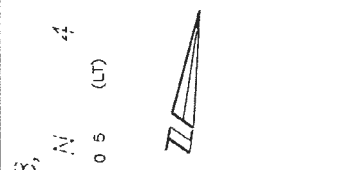
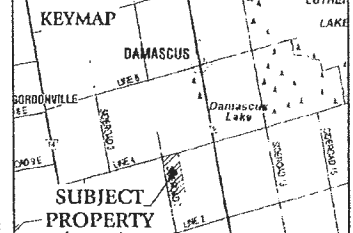
SCHEDULE B



SEVERANCE SKETCH
 OF PART OF
 LOT 7, CONCESSION 4
 GEOGRAPHIC TOWNSHIP OF WEST LUTHER
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON
 SCALE: 1 - 4000



VAN HARTEN SURVEYING INC.



LOT 8, CONCESSION 4
 PIN 71119 - 0005 (LT)
 (11)

- NOTES:**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
 2. SUBJECT LANDS ARE ZONED AGRICULTURAL AND NATURAL ENVIRONMENT (NE).
 3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF PRIMARY AGRICULTURAL AND CORE GREENLANDS.
 4. DISTANCES TO BARN ARE TAKEN FROM GRCA GIS MAPPING WEBSITE
 5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
 6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.

SURVEYOR'S CERTIFICATE
 THIS SKETCH WAS PREPARED
 ON THE 2nd DAY OF JULY, 2015.
 AMENDED DATE: JULY 27, 2015

Jeffrey E. Buisman
 JEFFREY E. BUISMAN
 ONTARIO LAND SURVEYOR

LOT 8, CON. 3
 PIN 71119-0029 (LT)
 (10)

Van Harten
 SURVEYING INC.
 LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET
 GUELPH - ONTARIO, N1H 3X3
 PHONE: 519-821-2783
 FAX: 519-821-2770
 www.vanharten.com

660 RIDDELL ROAD, UNIT 1
 ORANGEVILLE - ONTARIO, L9W 5G5
 PHONE: 519-940-4110
 FAX: 519-940-4113
 www.vanharten.com

Jul 27, 2015-9:12am
 G:\WEST LUTHER\con 4\acad\SEVPTLOT7 (PRONK).dwg
 DRAWN BY: H.C.H. CHECKED BY: J.E.B. PROJECT No. 22977-15



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

FROM: Karren Wallace, Clerk

**SUBJECT: REPORT CLK 2015-035 BEING A REPORT ON CONSENT
APPLICATION B69/15 (PRONK) KNOWN AS PART LOT 7
CONCESSION 4, TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT CLK Report 2015-035 being a report on Consent Application B69/15 (Pronk) known as Part Lot 7, Concession 4, Township of Wellington North be received;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B69/15 as presented with the following conditions:

THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel; and further that the applicable authority file a letter of clearance of this condition with the Secretary-Treasurer of the Planning Committee as written proof of fulfillment of this condition.

THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2015-034 being a report on Consent Application B68/15 (Pronk) known as Part Lot 7, Concession 4, Township of Wellington North

BACKGROUND

The subject property is known as Part Lot 7, Concession 4, Township of Wellington North.

The property assessment roll number is 23-49-000-014-11700-0000

The subject parcel is shown below:



The consent is for a proposed hydro easement is 6m fr x 109m = 0.1 hectare, in favour of the severed lands (B68/15) following the hydro corridor.

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Director of Public Works, Fire Chief, Drainage Superintendent, Treasurer, Planner, Economic Development Manager, Tourism Marketing & Promotion Manager, County of Wellington Planning Department and Director Recreation, Parks and Facilities.

It is recommended the following clauses be a condition of severance:

THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel; and further that the applicable authority file a letter of clearance of this condition with the Secretary-Treasurer of the Planning Committee as written proof of fulfillment of this condition.

THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

Attached please find:

Schedule "A" report by Sarah Wilhelm, Wellington County Senior Planner comments,
July 27, 2015

Schedule "B" sketch of subject property.

FINANCIAL IMPLICATIONS

There are no financial impacts as a result of this report.

STRATEGIC PLAN 2015-2018

The recently approved in principle Strategic Plan identifies "Official Plan Zoning" as key items for consideration. Declaration of surplus farm dwellings are consistent with the Provincial Policy Statement and the Official Plan.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

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



Application	B68/15 & B69/15
Location	Part Lot 7, Concession 4 TOWNSHIP OF WELLINGTON NORTH (West Luther)
Applicant/Owner	Clarence & Arlene Pronk

PLANNING OPINION: Application B68/15 would sever a 0.8 ha (2 ac) rural residential lot with a dwelling and shed in the Prime Agricultural area. A 79 ha (195 ac) agricultural parcel would be retained with an existing shed. This application has been submitted under the surplus farm dwelling policies.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns provided that servicing can be provided to the satisfaction of the Township (including a shared well) and that the following matters can be addressed as conditions of approval:

- a) That MDS1 compliance is achieved to the satisfaction of the County of Wellington;
- b) That the retained parcel is rezoned to prohibit residential use and that deficiencies related to accessory buildings on the severed and retained lands are addressed to the satisfaction of the Township of Wellington North and County Planning and Development Department;
- c) That safe driveway access can be provided to the satisfaction of the Township;

Application B69/15 would create a hydro easement in favour of the severed lands. We have no concerns with the creation of such an easement.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.2(c). According to this policy, lot creation in prime agricultural areas may be permitted for a residence surplus to a farming operation as a result of farm consolidation, provided that there is a restriction against new residential dwellings on any vacant farmland parcel created by severance. Farm consolidation is defined as the acquisition of additional farm parcels to be operated as one farm operation.

Minimum Distance Separation 1 (MDS1) is not applicable to surrounding livestock facilities as MDS1 is not applied to a proposed lot with an existing dwelling when that dwelling is already located on a parcel of land separate from the subject livestock facility (Guideline 8). With respect to those facilities on the subject property, there is a shed on the retained lands that does not meet MDS1.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated Prime Agricultural and Core Greenlands. The Core Greenlands designation appears to be well removed from the severed lot.

According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum."

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), d) and e). Item f) rezoning can be addressed as a condition of approval. In terms of the overall farm operation, we have been provided with a Farm Information Form including a list of other farm holdings of the intended purchaser Triaro Farms Inc. which demonstrate that this application would constitute a farm consolidation.



B68/15 & B69/15....page 2

The matters under Section 10.1.3 were also considered including b) "that all lots can be adequately serviced with water, sewage disposal....to accepted municipal standards" and d) "that all lots will have safe driveway access to an all-season maintained public road...". There is an existing shared well on the retained lands. This well has been proposed to continue to serve both parcels via a shared well agreement. The Township should be satisfied that this is an appropriate long-term arrangement.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) and Natural Environment (NE). Both lots would meet the applicable lot area and frontage requirements.

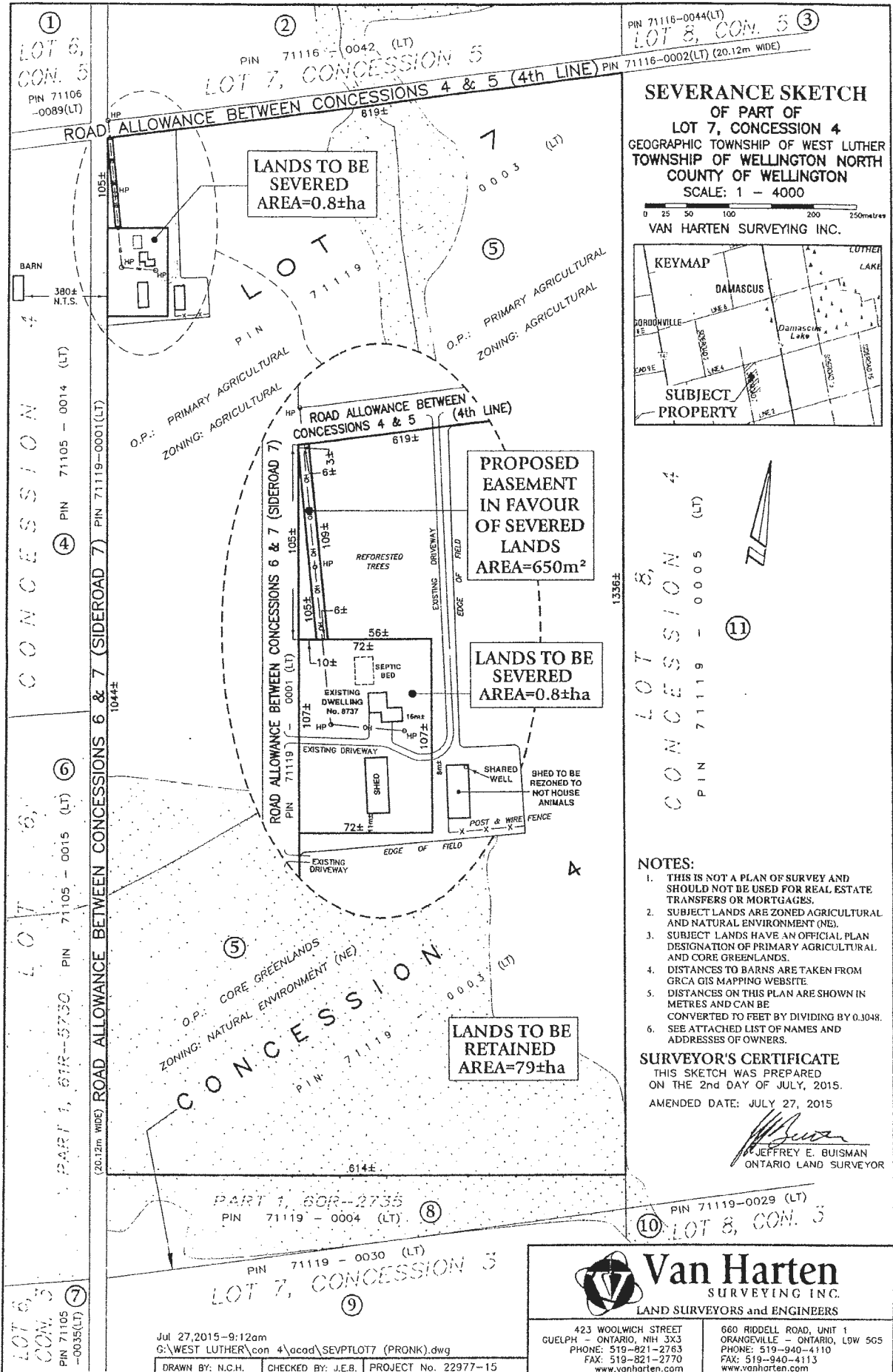
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The retained lands would need to be rezoned to prohibit future residential use, to address the deficient setback for the shed and to prohibit animal housing within the shed.

SITE VISIT INFORMATION: The subject property was visited and photographed on July 22, 2015. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Sarah Wilhelm, MCIP, RPP, Senior Planner
July 28, 2015

SCHEDULE B

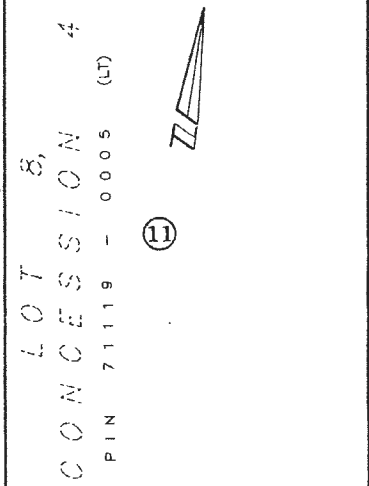
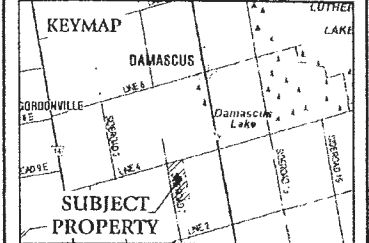


PIN 71116-0044(LT)
 LOT 8, CON. 5 ③
 PIN 71116-0002(LT) (20.12m WIDE)

SEVERANCE SKETCH
 OF PART OF
 LOT 7, CONCESSION 4
 GEOGRAPHIC TOWNSHIP OF WEST LUTHER
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON
 SCALE: 1 - 4000



VAN HARTEN SURVEYING INC.



- NOTES:**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
 2. SUBJECT LANDS ARE ZONED AGRICULTURAL AND NATURAL ENVIRONMENT (NE).
 3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF PRIMARY AGRICULTURAL AND CORE GREENLANDS.
 4. DISTANCES TO BARNs ARE TAKEN FROM GRCA GIS MAPPING WEBSITE.
 5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
 6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.

SURVEYOR'S CERTIFICATE
 THIS SKETCH WAS PREPARED
 ON THE 2nd DAY OF JULY, 2015.
 AMENDED DATE: JULY 27, 2015

Jeffrey E. Buisman
 JEFFREY E. BUISMAN
 ONTARIO LAND SURVEYOR

PIN 71119-0029 (LT)
 LOT 8, CON. 5 ⑩

Van Harten
 SURVEYING INC.
 LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH - ONTARIO, N1H 3X3 PHONE: 519-821-2763 FAX: 519-821-2770 www.vanharten.com	660 RIDDELL ROAD, UNIT 1 ORANGEVILLE - ONTARIO, L9W 5G5 PHONE: 519-940-4110 FAX: 519-940-4113 www.vanharten.com
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Jul 27, 2015-9:12am
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 DRAWN BY: N.C.H. CHECKED BY: J.E.B. PROJECT No. 22977-15



Township of Wellington North

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

**TO: MAYOR AND COUNCIL
MEETING OF AUGUST 10, 2015**

FROM: KARREN WALLACE, CLERK

**SUBJECT: CLK 2015-036 BEING A REPORT ON ALTERNATE VOTING
METHODS FOR THE 2015 WARD 3 BY-ELECTION**

RECOMMENDATION

OPTION 1

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2015-036 being a report on Alternative Voting Methods for the 2015 Ward 3 By-election;

AND FURTHER THAT Council confirm the Clerk has set the nomination period from August 11, 2015 at 8.30 am to October 2, 2015 at 2:00 p.m. (nomination day);

AND FURTHER THAT the date for the by-election shall be fixed as November 16, 2015;

AND FURTHER THAT Council selects the Vote by Mail with a Polling Location on Election Day (one voting location), located in the municipal office as the voting method for the 2015 Ward 3 By-election;

AND FURTHER THAT Council approves the 2015 Ward 3 By-Election Alternate Vote Policy set out in Schedule "A" attached to this report;

AND FURTHER THAT the cost of the 2015 Ward 3 By-Election be taken from the 2018 election reserve contribution;

AND FURTHER THAT the Clerk be directed to proceed with the implementation of the selected method;

AND FURTHER THAT a by-law be passed authorizing voting by mail to be used in the 2015 Ward 3 by-election at the September 14, 2015 meeting of Council.

OR

OPTION 2

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2015-036 being a report on Alternate Voting Methods for the 2015 Ward 3 By-election;

AND FURTHER THAT Council confirm the Clerk has set the nomination period from August 11, 2015 at 8.30 am to October 2, 2015 at 2:00 p.m. (nomination day);

AND FURTHER THAT the date for the by-election shall be fixed as November 16, 2015;

AND FURTHER THAT Council selects the Traditional Paper Ballot voting method for the 2015 Ward 3 By-election;

AND FURTHER THAT the cost of the 2015 Ward 3 By-election be taken from the 2018 election reserve contribution;

AND FURTHER THAT the Clerk be directed to proceed with the implementation of the selected method;

PREVIOUS REPORTS/CORRESPONDENCE PERTINENT TO THIS MATTER

CLK 2015-029 being a report on declaring the Office of Councillor for Ward 3 vacant and determining the method to fill the vacancy

BACKGROUND

A Municipal Clerk, as the Returning Officer, must ensure that elections are established which adhere to the following principles:

- The secrecy and confidentiality of the voting process is paramount;
- The election shall be fair and non-biased;
- The election shall be accessible to the voters;
- The integrity of the process shall be maintained;
- There is certainty that the results of the election reflect the votes cast;
- Voters and candidates shall be treated fairly and consistently; and
- The property majority voter governs by ensuring that valid votes be counted and invalid votes be rejected so far as reasonably possible.

Section 65 (3) of the *Municipal Elections Act* (MEA) provides that by-elections shall be conducted as far as possible in the same way as regular elections. This is taken to mean, in accordance with the MEA, not the method in which the last election for which the vacant seat is being filled was conducted. This would permit the by-election to be conducted using an alternative voting method and method of counting votes that was not used in the 2014 election.

Section 12 of the MEA authorizes the Clerk to provide for any matter or procedure that is not provided for in the Act and Section 42 states the Clerk shall establish procedures and forms for the use of voting and vote counting equipment authorized by by-law and any alternative voting method authorized by by-law.

If Council opts for a traditional method to conduct the by-election, the Municipal Election Procedures that were in place for the 2014 election will be the authorized procedures under Section 12 of the Act, with the exception of the dates.

If Council opts for Vote by Mail method using DataFix, the 2014 Municipal Election Procedures that were in place for the 2014 election, with the exception of the dates, together with the 2015 Ward 3 By-election Alternate Vote Policy as set out in Schedule "A" attached hereto, will be the authorized election procedures under Section 12 and 42 of the Act.

TABULATORS:

Tabulators were used in the 2014 Township of Wellington North municipal election at a cost of \$19,862.01 at which a total of 6,683 votes for municipal Mayor and Council positions were cast. The cost for the tabulator was approximately \$2.90 per vote cast.

	MAYOR	WARD 1	WARD 2	WARD 3	WARD 4
Eligible voters	9,641	2,280	2,788	1,333	3,240
Votes cast	3,360	850	951	415	1,107
% votes	35%	37%	34%	31%	34%

Dominion Voting, the supplier of the tabulators in the 2014 election, have provided an estimate for the 2015 by-election of \$11,500 plus tax to implement a tabulator system, including rental of the equipment, service, programming ballots, and consumables, etc.

For the 2015 Ward 3 by-election, estimating approximately 500 votes cast based on 2014 voter turnout, the cost for the tabulator will be \$25.99 per vote cast.

For the relatively low number of votes anticipated being cast in the 2015 Ward 3 by-election, would be for municipal staff to hand count the ballots.

If a vote by mail alternative is chosen utilizing DataFix, a hand scanner would be used to count ballots, at a cost of approximately \$200.00.

ALTERNATE VOTING METHODS

There are numerous voting methods available with respect to conducting municipal elections including the traditional method of paper ballots and polls, internet voting, vote by mail or a combination of any methods.

Pursuant to Section 42 (4) of the *MEA*, in the case of a by-election, a by-law must be passed to authorize the use of alternate voting methods at least 60 days before the first day on which an elector can vote, including Advance Polls. With a scheduled election date of November 16, 2015 the last date for passing the by-law would be September 17, 2015.

Section 42 (5) of the *MEA* provides that If an alternate voting method is chosen, Advance Polls and proxy voting apply only if authorized in the alternate voting by-law. Proxy voting and advance polls in a traditional paper ballot election provide an opportunity for individuals who are not available on the day of the election to vote. With a vote by mail election, there is no need for proxy voting or advance polls.

With the Federal Election on October 19, 2015, it could be advantageous in using a Vote by Mail method for the 2015 Ward 3 By-election as electors may experience voter fatigue and be not as inclined to vote four weeks later at yet another polling location. The Vote by Mail ballot may in fact encourage people to vote. Additionally by using a Mail in Ballot, it may differentiate clearly between the Federal election and the municipal election.

Using a Vote by Mail method would ensure that weather would not play a role in the voter turn-out in November election in Ontario.

There may be some concern in using alternate voting methods for a variety of reasons, however the most often cited is voter fraud. One prevailing notion is that “anyone” could access a vote by mail ballot or a pin number for internet/telephone voting and vote even though they are not a qualified elector.

It is important to note that Section 89 of the *MEA* provides that individuals have certain responsibilities and can face penalties if they:

- vote without being entitled to do so;
- vote more times than this allowed;
- induces or procures a person to vote when that person is not entitled to do so,
- without authority, supplies a ballot to anyone;
- delivers to the deputy returning officer to be placed in a ballot box a paper other than the ballot the deputy returning officer gave him or her;
- takes a ballot away from the voting place;

Voter fraud is a serious crime and the general penalties as set out in Section 94.1(1) of the *Municipal Election Act* are as follows:

- for any offence, a fine of not more than \$25,000.

- for any offence other than a corrupt practice, the penalties described in subsection 80 (2) as it applies directly to candidates
 - the candidate forfeits any office to which he or she was elected and the office is deemed to be vacant; and
 - until the next regular election has taken place, the candidate is ineligible to be elected or appointed to any office to which this Act applies
- for an offence under section 90, imprisonment for a term of not more than six months.
- for any offence that the presiding judge finds that the individual committed knowingly, imprisonment for a term of not more than six months.

Additionally it is an offence under the Criminal Code of Canada to steal mail or open mail that does not belong to the individual who opens it.

There is a risk in using an alternate voting method, however the overall accountability of voting rests with each individual voter. Voter impersonation, coercion and fraud are concerns which are mitigated through the design of any voting system, regardless of whether it is supervised or unsupervised.

One extremely important benefit of a Vote by Mail system is accessibility issues are addressed in the electors home. There is no need for the municipality to enhance our existing accessibility measures. Individuals with mobility issues are not forced to leave their homes to attend a poll to vote. Individuals with visual impairment will have their own assistive devices in their home. Others with less visible issues, (e.g. social anxiety) will be afforded the opportunity to vote in the comfort and security of their home.

TRADITIONAL PAPER BALLOT SYSTEM

The traditional paper ballot system is where the voter attends at a polling location at either an advance vote or election days, marks their choice of candidate(s) onto a paper ballot, which is then placed into a ballot box.

The public is very familiar to this type of voting so it would require no education component.

A paper ballot system is labour intensive, requiring at least one advance poll, hiring outside election staff and training. As well, under the provisions of the *MEA*, at least one advance poll is required to be held.

A draft time line for the 2015 Ward 3 by-election, based on a traditional paper ballot system, is attached as Schedule "B".

VOTE BY MAIL

A Vote By Mail System is a paper-based alternative voting method in which a package containing instructions, a ballot and a voter declaration form is mailed to every qualified elector on the voters list. A voter mails back their completed ballot and declaration form, each in a separate prepaid postage envelope or can hand deliver it to a central ballot box at the municipal office in Kenilworth up to and including the day of the election. On voting day, the municipality counts the ballots using a central count tabulation system or by hand count. To facilitate a vote by mail by-election, it is recommended that DataFix be retained. DataFix VoterView List Management service provides a user friendly program which manages the voter's list on voting day and maintains the voters' list during the cycles between elections through a partnership with MPAC. DataFix also produces and mails the voter kits. Several blank kits would be available for those who do not receive one in the mail as a result of not being on the voter's list.

It is imperative that Voter's list be current and reliable, particularly when using vote by mail, otherwise an elector will not receive a ballot or may receive duplicate ballots. By utilizing DataFix, the municipality will have access to DataFix's Municipal Voter View technology. DataFix keeps the voter's list current from the 2015 by-election through to the 2018 election.

DataFix works directly with MPAC and receives the preliminary list of elector's, cleanses the data to identify duplicate property owners/electors and other anomalies. By using MVV, the municipality will have greater assurance that the Voter's list will be accurate in the 2015 Ward 3 by-election. Further, the municipality would be well positioned going into the 2018 with an accurate reliable list. Many neighbouring municipalities utilize the services of DataFix with positive results and DataFix is currently in use by over 100 other municipalities.

Should Council opt for a Vote by Mail system, a draft time line for the 2015 Ward 3 by-election, based on a vote by mail method is attached as Schedule "C".

TELEPHONE/INTERNET VOTING

Telephone/internet voting is a method where the qualified elector receives a voter package containing instructions on how to access and complete their ballot via telephone or internet.

The telephone voting system relies on the voter to process an audio ballot by way of dialing on the key pad. After voting selections are made for each office the voter will be prompted to review their decisions. Once confirmed by the voter, the final ballot data is transferred to a secure server which is tabulated at the end of Election Day and transferred to a results reporting system. A comparable process is that of calling a prescription refill to your local pharmacy.

In an internet voting system, the voter connects to the voting website from their iPhone, android phone, tablet or computer. The voter is asked to enter their PIN provided and to

answer a personal security question (i.e. birth date). Following this, the voter is asked to verify that they are a qualified elector (similar to signing the declaration form within the Vote By Mail kit). Electors may then access the online ballot from their location. An elector may then complete, review and verify their completed ballot to make any changes prior to submission. This process is similar to conducting online banking whereby you login, answer a security question and proceed with the online transaction.

This method of voting does not seem feasible at this time for Wellington North. High speed internet is a requirement and not all geographic areas of Wellington North have access to high speed. Additionally, many residents in Wellington North do not have access to or use telephones. As a result some voters would be disenfranchised. As such this is not a recommended option and no costing was done on this method of voting.

ALTERNATIVE SYSTEM WITH POLL COMBINATION

Should Council wish to proceed with any alternative system combined with a poll, it is staff's recommendation that only one poll be held at the municipal office.

The success of any alternative voting system requires, with the initial election event, that electors be strongly encouraged to utilize the alternative system, rather than attending a traditional poll. By providing polls in all the traditional locations it would be impossible to determine what the real interest/level of participation would be with the alternative system. As such this is not a recommended option and no costing was done on this method of voting.

The pros and cons of each system are attached as Schedule "E".

FINANCIAL IMPLICATIONS

There is no budget for a by-election in 2015. It is recommended that the funding for the by-election be taken from the 2015 budgeted election reserve contribution of \$10,000.00.

In 2015, this contribution was included in budget for the 2018 election. Therefore an increase of \$2,500.00 for transfers to the 2018 election reserve for the next three operating budgets will need to be considered depending upon the actual by-election costs.

TRADITIONAL PAPER BALLOT

If Council opts for a traditional manual ballot method, the estimated cost is approximately \$ 4.48 per elector.

Canada Post

Voter Notification Cards (VNC)
\$.75 each x 1340 electors \$ 1,005.00

Wellington North

Staff for advance vote \$ 450.00
Staff for voting day \$ 1,000.00
Rental at Arthur arena voting day \$ 700.00
Advertising \$ 1,500.00
Election supplies \$ 500.00
Printing ballots \$ 100.00
Printing VNC \$ 500.00
Mileage \$ 50.00
Incidentals \$ 200.00
\$ 6,000.00

VOTE BY MAIL/DATAFIX

If Council opts for a vote by mail method using DataFix List Management Software the estimated cost is approximately \$9.89 per elector. With the refund from DataFix if vote by mail is used in 2018, the cost per elector is reduced to \$6.15.

DataFix:

Voter kits \$2.25 each x 1340 electors \$ 3,026.00
Blank voter kits \$2.25 each x 50 \$ 112.50
List Management fee 2015 \$ 5,000.00 (refundable if DataFix used in 2018 election)
Set up fee \$ 500.00
Hand scanner \$ 200.00

Canada Post

Business Reply Mail Agreement fee \$ 690.00
Postage- outgoing \$1.00 each x 1340 electors \$ 1,340.00
Postage-return .84 cents x 800 (60% return) \$ 672.00

Wellington North

Ballot box, incidentals \$ 200.00
Advertising \$ 1,000.00
Staff on voting day \$ 500.00
\$13,240.00
Less DataFix rebate for 2018 **\$ 5,000.00**
\$ 8,248.00

PREPARED BY: **RECOMMENDED BY:**

Karren Wallace

Michael Givens

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

SCHEDULE "A"



TOWNSHIP OF WELLINGTON NORTH

2015 WARD 3 BY-ELECTION
ALTERNATE VOTE POLICY

DEPARTMENT	CLERK	POLICY NUMBER	31.15
EFFECTIVE DATE		LEGISLATIVE AUTHORITY	
APPROVED BY:			

Table of Contents

DEFINITIONS 10

INTRODUCTION 12

OFFICE TO BE FILLED..... 12

NOTICES 13

MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT 13

VOTER'S LIST AND AMENDMENTS 13

VOTE BY MAIL PROCEDURES 14

RECORD SHOWS AN ELECTOR HAS ALREADY VOTED..... 16

FORM OF THE BALLOT 17

SECURITY OF THE BALLOT PRIOR TO VOTING 17

SECURITY OF THE BALLOT AFTER COUNTING THE VOTES..... 17

PROCEDURE ON RECEIPT BY MUNICIPALITY OF COMPLETED BALLOTS..... 17

VOTING PLACE 20

PROXY VOTING..... 21

FORMS 21

REQUIREMENT TO PROVIDE PROOF OF IDENTITY..... 21

TABULATORS/SCANNERS 21

TESTING THE VOTE TABULATORS/SCANNERS 21

SCRUTINEERS 22

EMERGENCIES 22

SPECIFIED DATES 22

CERTIFICATION 23

SCHEDULE "B" VOTER IDENTIFICATION 24

DEFINITIONS

- a) **Act** - The Municipal Elections Act, 1996 (MEA)
- b) **Ballot Count Centre** – is where the blank ballot kits are stored, the secrecy envelopes are opened, ballots processed and where the tabulating of votes will occur on Voting Day. This station is located at the Wellington North Administration Building located at 7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0. This location is only open to authorized staff, designated election officials, certified candidates and appointed scrutineers.
- c) **Ballot Kit/Vote by Mail Kit** – contains voting instruction sheet; composite ballot; ballot secrecy envelope; voter declaration form; yellow outer return envelope with prepaid postage and such other material as the Clerk or designate determines.
- d) **Ballot Return Station** – is the place where ballots may be delivered. The Ballot Return Station will be located in the Township of Wellington North Administration Building located at 7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0.
- e) **Candidate** - is a person who has been nominated under Section 33 of the Act.
- f) **Certified Candidate** - is a candidate whose nomination has been certified by the Clerk under Section 35 of the Act.
- g) **Clerk** – is the Clerk of the municipality who is responsible for conducting this election under the authority of the Act. All references to the Clerk for the purposes of this manual shall mean the Returning Officer (R.O.) for the 2015 Ward 3 Municipal By-Election. All references to Clerk's designate shall mean the delegated duties of the R.O.
- h) **Deputy Returning Officer**- is a person appointed by the Clerk for each voting place who will be delegated specific duties and powers by the Clerk.
- i) **Election Official** – is the Clerk or other person(s) appointed in writing by the Clerk to carry out election duties under the Act. An Election Official can only carry out the tasks and duties as assigned in writing by the Clerk, and must take the prescribed oath. (s. 15(4))
- j) **Friend** – is a person who has been requested by an elector to assist him or her in the voting process.
- k) **Municipal Office** - is the Township of Wellington North Administration Building located at 7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0.
- l) **Nomination Day** – is the day on which all candidates must have filed their Form 1 indicating their intention to run for Council, being October 2, 2015 at 2:00 p.m.
- m) **Preliminary List of Electors (PLE)** - is a list of electors for Ward 3 of Wellington North compiled by the Municipal Property Assessment Corporation (MPAC) and provided to the municipality or

its authorized agent at least 21 days before nomination day.

- n) **Proof of Identification** - is proof of identity and residence as prescribed in O. Reg. 304/13 of the Act.
- o) **Proxy Voting** - A ballot cast by one person on behalf of another.
- p) **Regular Municipal Office Hours** - is Monday to Friday, 8:30 a.m. to 4:30 p.m.
- q) **Return Envelope Processing Station(s)** – is to be located at the Municipal Office and is where the yellow outer return envelopes will be processed/scanned and the electronic voter's list will be updated and the unopened yellow return envelopes together with the secrecy envelopes inside will be placed in ballot boxes for secure storage until Voting Day of November 16, 2015.
- r) **Scrutineer** - is an individual, appointed in writing by a certified candidate, to represent him or her during the voting process.
- s) **Tabulator/Scanner Station** – is where the ballots are tabulated/scanned electronically. This station is located within the Ballot Count Centre at the Municipal Office and the designated location is only open to authorized staff, designated election officials, certified candidates and OR appointed scrutineers.
- t) **Voters List** - is the Preliminary List of Electors, as corrected by the Clerk, under the provisions of Section 22 of the MEA.
- u) **Voting Day** - is the final day on which the vote is to be taken in the Ward 3 by-election and shall be Monday, November 16, 2015 with the close of voting to be at 8:00 p.m.
- v) **Voting Place** - is located at the Municipal Office, at 7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0.

INTRODUCTION

The 2015 Ward 3 Municipal By-Election will be held on Monday, November 16, 2015.

Section 42(3) of the *Act* requires that the Clerk establish procedures and forms for the use of any alternative voting method and that a copy of such procedures and forms be provided to each candidate. The purpose of this document is to establish procedures for the use of the Vote By Mail method that is consistent with the principles of the *Municipal Elections Act, 1996*.

The Clerk, in the role of Returning Officer, may need to vary from these prescribed rules, or develop additional ones, from time to time if necessary as the Clerk deems necessary.

A copy of any amendment(s) will be forwarded to each candidate.

This alternative voting method is used to ensure that every eligible voter has an opportunity to exercise his/her right to vote. It is anticipated that designated Election Officials, candidates, voters and all other stakeholders will work together to ensure the integrity of the system.

Any person who receives a Voting Kit addressed to another person should contact the Municipal Office to receive further information as **it is against the law to exercise a vote other than your OWN vote.**

With respect to matters of policy and procedures for alternative voting methods and vote-counting equipment, the Clerk's decision is **final**.

The 2014 Township of Wellington North Election Procedures are applicable, except the dates mentioned therein *insofar as they do not conflict with this 2015 Ward 3 By-Election Alternate Vote Policy*.

Questions regarding the procedures are welcome.

Staff is available at the Municipal Office to explain the process vote by mail process or to assist with casting a ballot.

It is the intent of the Clerk, or designate, to use their best efforts to ensure that no qualified elector is disenfranchised from participating in the Vote by Mail 2015 Ward 3 By-election.

For more information, please drop by the Municipal Office during regular business hours or call 519-848-3620.

OFFICE TO BE FILLED

The 2015 Ward 3 Municipal By-Election is to fill the following position:

Township Councillor – Ward 3 – 1 to be elected

NOTICES

All notices required under the *Municipal Elections Act, 1996* (the Act) shall be published in the Wellington Advertiser and posted on the municipality's website, www.wellington-north.com

All notices shall be published and posted in English only.

- Notice of Election Information
- Notice of the Revision of the Voter's List
- Notice of Nomination
- Certified Election Results

The Clerk reserves the right to publish additional advertisement and notices as deemed necessary.

MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT

Despite anything in the *Municipal Freedom of Information and Protection of Privacy Act*, documents and materials filed with or prepared by the Clerk or any other election official under the MEA are public records and, until their destruction which is 120 days after the election results are declared, may be inspected by any person at the clerk's office at a time when the office is open.

VOTER'S LIST AND AMENDMENTS

The Municipal Property Assessment Corporation (MPAC) is responsible for supplying the Township of Wellington North with the Voter's List for municipal elections. The municipality has contracted with DataFix to provide data base services in development and management of the Voters' List.

The Voters' List, showing the names of all persons entitled to vote in the November 16, 2015 Ward 3 By-Election in the Township of Wellington North will be available for public inspection commencing Monday, September 14, 2015 at the Municipal Office.

The Clerk shall, to the best of his/her ability and legislative authority, ensure that an elector's name appears on the Preliminary List of Electors in Ward 3 of the Township of Wellington North only once.

All deletions, amendments and additions to the Voters' List shall be maintained electronically. Additionally, electors' names will be struck from the Voters' List as the Vote by Mail kits with completed ballots are received and processed at the Return Envelope Processing Station.

If an individual qualifies and their name has been omitted from the Voters' List or the information is incorrectly shown, they or their agent must file an Application to Amend the Voters' List (EL15) during the period commencing Monday, September 14, 2015 to November 13, 2015, Monday through Friday, during regular office hours, and on November 16, 2015 (Voting Day) from 8:30 a.m., until the close of voting at 8:00 p.m.

Individuals or their agents are required to provide proof of identity and residence in order to file an Application to Amend the Voter's List (EL15). The type of identification is prescribed in O. Reg. 304/13 and is attached hereto as Schedule "A"

The Voters' List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued with Vote By Mail Kits by the municipality will be maintained electronically by the Clerk or designate and updates provided to each candidate on written request.

The Voters' List shall be reproduced and identified with a "Voters' List Cover Sheet" after September 14, 2015.

After September 14, 2015, upon written request, the Clerk shall give every candidate nominated for Ward 3, a copy of the Voters' List that contains the names of the electors who are entitled to vote for that office. Each candidate will be required to sign the "Declaration of Proper Use of the Voters' List".

The MEA states that the Voters' List cannot be posted in a public place or by an electronic method and can be used only for election purposes.

VOTE BY MAIL PROCEDURES

The Municipality, in conjunction with DataFix, will provide a Vote By Mail Kit to every person who qualifies to be an elector and who is shown on the Voter's List up to the Close of Voting on November 16, 2015 (Voting Day).

On October 23, 2015, DataFix shall mail Vote by Mail Kits to those that are on the Voter's List as of October 13, 2015.

Electors added to the Voters' List after October 13, 2015, and up to the close of voting at 8:00 p.m. on November 16, 2017 may pick up their Vote by Mail Kit at the time of filing their Application to Amend the Voters' List form during regular office hours or request a Vote by Mail kit be mailed.

A Vote by Mail Kit shall consist of:

- A Voting Instruction Sheet with a detachable Voter Declaration Form (with bar code)
- A Composite Ballot
- A White Ballot Secrecy Envelope
- A Yellow Return Envelope with prepaid postage; and
- Such other material as the Clerk determines.

The number of Voting Kits distributed by the Clerk or designate to persons qualifying to be voters after October 13, 2015 will be recorded.

Upon receipt of the Voting Kit, each voter should follow the instructions provided in the Voting Kit exactly. The instructions require the voter to:

- Complete the ballot
- Insert the ballot into the ballot envelope marked Ballot Secrecy Envelope
- SEAL the Ballot Secrecy Envelope

- Complete and sign the Voter Declaration Form. If a voter requires assistance in voting, he/she shall make their mark (i.e. an "x") on the signature line and have a witness sign in the signature area of the Voter Declaration Form

IMPORTANT NOTE: VOTER DECLARATION FORMS THAT ARE NOT SIGNED WILL NOT HAVE THEIR BALLOT COUNTED

- Place the completed Voter Declaration Form and the SEALED white Ballot Secrecy Envelope into the yellow prepaid business reply envelope
- Seal the yellow prepaid business reply envelope; and
- Mail the yellow prepaid business reply envelope on or before November 2, 2015

Ballots received after 8:00 p.m. on November 16, 2015 shall not be processed or counted, but will be time and date stamped and kept with the official election records.

The final day to mail the Vote by Mail kit to the municipality to ensure delivery is November 2, 2015.

The onus is on eligible voters to ensure their names are on the Voters List and that they notify the Clerk or designate that they have not received a Vote by Mail Kit.

The Clerk or designate may, in special circumstances, arrange to have a Vote by Mail Kit delivered to an individual.

An elector who has not mailed their ballot to the Municipal Office on or before November 2, 2015 should deliver their completed ballot kit to the Ballot Return Station at the Municipal Office between November 3, 2015 and November 13, 2015 during regular office hours and up to the close of voting at 8:00 p.m. on November 16, 2015 to leave the return envelope with the Clerk, or designate, in a ballot box.

Any elector who receives a ballot in the mail may chose to attend at the Municipal Office between October 26, 2015 to November 13, 2015 during regular office hours and up to the close of voting at 8:00 p.m. on November 16, 2015 to conduct their vote at a secure location at the Ballot Return Station in the Municipal Office and leave the return envelope with the Clerk, or designate in a ballot box.

Ballots may also be dropped in the after hours mail slot at the Municipal Office on or before 8:00 p.m. on November 16, 2015 (Voting day).

At 8:00 p.m. on November 16, 2015 (Voting Day) the after hours mail slot shall be physically altered to prevent any ballots from being deposited.

If a voter on, or added to, the Voters' List does not receive a Vote by Mail Kit, or if the Vote by Mail Kit is lost or destroyed, a Replacement Voting Kit may be issued.

The voter or their agent must attend at the Municipal Office to obtain a Replacement Voting Kit. A declaration form must be signed by the elector prior to the issuance of a Replacement Voting Kit. The Clerk or designate will confirm that the voter is qualified, and issue the Replacement Voting Kit.

If the Vote by Mail Kit is a Replacement Kit, the Voter Declaration Form will be marked with "RVK" and initialed by the Clerk or designated Election Official to indicate that the voter has been issued a Replacement Voting Kit.

The Clerk or designate shall ensure that each individual for whom a Replacement Voting Kit is issued, signs a declaration form attesting to the fact that they are:

- A qualified elector;
- Not in receipt of their Vote by Mail Kit;
- They were in receipt of their Vote by Mail Kit but it has been either lost or destroyed;
- They were not on the Voters' List and as such shall also be processed as an addition to the Voters' List.

A list of names shall be maintained showing the name and address of each person who has received a Replacement Voting Kit.

The completed Replacement Voting Kit declaration forms shall be kept in the custody of the Clerk.

Voters requiring assistance in any manner should attend the Municipal Office or call the Township of Wellington North at 519-848-3620 for assistance from election staff.

The Municipal Office will be open for assistance during normal office hours during the election period, and on November 16, 2015 (Voting Day) from 8:30 a.m. to 8:00 p.m.

Alternately, municipal staff may attend in person on any elector who is in need of assistance to complete their ballot.

RECORD SHOWS AN ELECTOR HAS ALREADY VOTED

Provision is made to allow a person to vote if it appears that someone else has already voted in his/her name or that the Voters' List has been marked opposite that person's name in error.

The person must be willing to take the prescribed "Oath of qualification" and provide proof of identity and residence as prescribed in O. Reg. 304/13.

His/her name and address is then entered electronically on the Poll Clerk's list, the DataFix system will reject the first Vote by Mail ballot that was processed and the individual shall be issued a new ballot and permitted to vote.

The Clerk or designate will ensure the original Vote by Mail kit in its entirety including the sealed yellow Return Envelope, the sealed white Secrecy Envelope, with all enclosures is set aside and marked as to the reason it was rejected. If it appears as though voter fraud has taken place, the Clerk shall notify the Wellington County Ontario Provincial Police detachment.

FORM OF THE BALLOT

The form of the ballot will be a composite ballot.

The ballot shall be designated with the names of candidates in alphabetical order based on the last name of each candidate.

The place for the elector to mark the ballot for each candidate shall be clear and unambiguous.

SECURITY OF THE BALLOT PRIOR TO VOTING

Ballots will be printed by DataFix and mailed on October 23, 2015 to each person identified on the revised Voters' List as of October 13, 2014.

Fifty blank ballot kits will be forwarded to the Clerk, or designate to be used for eligible voters who have spoiled a ballot or who did not receive a ballot kit in the mail and shall be stored in a secured location at the Ballot Count Centre.

In the event there are insufficient ballots provided by DataFix, upon the authorization of the Clerk, or designate, additional ballots may be printed.

SECURITY OF THE BALLOT AFTER COUNTING THE VOTES

When the count is complete, the ballot boxes will be sealed and initialed by the Clerk, or designate, prior to transfer to a secure location under the control of the Clerk, or designate, for the statutory retention period.

Destruction of the official election records shall be in accordance with the *Municipal Elections Act, 1996*.

PROCEDURE ON RECEIPT BY MUNICIPALITY OF COMPLETED BALLOTS

Immediately on receipt of ballots by mail or from the Ballot Returning Stations the Clerk or designate shall place the unopened ballots in a ballot box in the secure location as designated by the Clerk.

As each ballot box is filled, and at the end of each day, the Clerk, or designate and a witness who shall be a staff member of the Township of Wellington North, shall affix a seal to the ballot boxes, initial the seal and place the sealed ballot boxes in the secure location as designated by the Clerk.

Each morning the Clerk or designate, and a witness who shall be a staff member of the Township of Wellington North, shall retrieve any sealed, but not full ballot boxes, inspect the seals to ensure they are intact, and, in the presence of another election staff member, break the seals to access the slots for use at the Return Envelope Processing Station.

At 3.30 on October 29, 2015, November 5, 2015 and November 12, 2015 the Clerk or designate will process any ballots that have been received by scanning the sealed yellow Outer Return Envelopes at

the Return Envelope Processing Station and, upon being verified, the entire sealed yellow Outer Return Envelopes with the sealed white Ballot Secrecy Envelopes and Voter Declaration inside will be placed and stored in sealed ballot boxes.

Candidates or their designated scrutineer may attend during this process.

The number of yellow Outer Envelopes processed shall be reconciled with the:

- Number of electors marked as having voted on the Voters' List
- Number of secrecy envelopes deposited into the ballot box

The reconciliation shall be recorded on the Daily Batch Reconciliation Form.

The Clerk or designate shall update the voter's list.

At 9:00 am October 30, 2015, November 6, 2015 and November 13, 2015 candidates may attend at the Municipal Office to receive an updated voter's list indicating electors who have cast their ballot.

Commencing at 6:00 p.m. on November 16, 2016, election staff will commence opening the returned Vote by Mail kits containing the ballots.

No ballots cast in the 2015 Ward 3 By-election shall be counted before November 16, 2015 (Voting Day).

Counting the ballots shall commence at 6:00p.m. on Voting Day and continue until all ballots, including those ballots received in the Drop Box at the Municipal Office up to and including the Close of Vote, have been counted.

The completion of the statements of results and handling of election materials will proceed as set out in the *Municipal Elections Act 1996*, subject to whatever modifications may be required due to the Vote by Mail process.

No results shall be revealed until after 8:00p.m. on November 16, 2015 (Voting Day)

Once all of the prescribed forms have been completed, the ballots shall be sealed into Ballot Boxes and placed in a secure storage location.

BALLOT COUNT STATION 1

Two election officials will be situated at Station 1 in the Ballot Count Centre. They shall open the yellow Return Envelope with a letter opener, ensure the Voter Declaration is signed and if the Voter Declaration has been signed, place the unopened, sealed white ballot in bundles of 25 TO BE COUNTED at Station 2.

If the Voter Declaration has not been signed, the election officials shall set aside the entire Vote by Mail ballot package, including the unsigned Voter Declaration, the opened yellow return envelope, the

unopened, sealed secrecy envelope that contains the ballot and the VOTE WILL NOT BE COUNTED

If upon opening the yellow Return Envelope, it contains an equal number of white Secrecy Envelopes to Voter Declaration Forms, the ballots WILL BE COUNTED.

If upon opening the yellow Return Envelope and the ballot is not contained within the Ballot Secrecy Envelope, however is accompanied by a signed Voter Declaration Form, the election officials will insert the ballot into a Ballot Secrecy Envelope without examining the ballot and seal the envelope closed. The ballot WILL BE COUNTED.

If upon opening the yellow Return Envelope and it contains a white Ballot Secrecy Envelope however there is no Voter Declaration Form, the designated election officials will open the white Ballot Secrecy Envelope to determine if the Voter Declaration Form has been inserted in the Ballot Secrecy Envelope.

If the designated election officials find the Voter Declaration Form in the white Ballot Secrecy Envelope, they shall remove the Voter Declaration Form without examining the ballot. The white Ballot Secrecy Envelope will be resealed by taping it closed.

- If the Voter Declaration Form is signed, the ballot WILL BE COUNTED.
- If the Voter Declaration Form is not signed, the ballot WILL NOT BE COUNTED.
- If the designated Election Official does not find the Voter Declaration Form contained in the Ballot Secrecy Envelope, the ballot WILL BE REJECTED.

If upon opening the Return Envelope, it contains more Voter Declaration Forms to Ballot Secrecy Envelopes, or more Ballot Secrecy Envelopes to Voter Declaration Forms, the designated Election Official will open the Ballot Secrecy Envelopes to determine if any Voter Declaration Forms or additional ballots have been inserted in such envelopes.

If the designated Election Official finds more than one ballot is contained in the Ballot Secrecy Envelope and the number of ballots now equals the number of Voter Declaration Forms, the designated Election Official will remove the additional ballot without examining the ballot and insert it into a new Ballot Secrecy Envelope and seal or tape the Ballot Secrecy Envelopes closed.

- If the Voter Declaration Form is signed, the ballots WILL BE COUNTED.
- If the Voter Declaration Form is not signed, the ballot WILL NOT BE COUNTED.

If the designated Election Official finds that a Voter Declaration Form is contained in the Ballot Secrecy Envelope, the designated Election Official will remove the Voter Declaration Form without examining the ballot and seal or tape the Ballot Secrecy Envelope closed.

- If the Voter Declaration Form is signed, the ballots WILL BE COUNTED.
- If the Voter Declaration Form is not signed, the ballot WILL NOT BE COUNTED.

If after this process there remains a different number of Ballot Secrecy Envelopes than Voter Declaration Forms, the ballots WILL BE REJECTED.

If, upon opening the Return Envelope, the Ballot Secrecy Envelope has not been sealed or in the event the Ballot Secrecy Envelope has been sliced open as a result of opening the Return Envelope, the Clerk or designated Election Official will seal or tape the envelope closed without examining the ballot and the ballot WILL BE COUNTED.

If the white Secrecy Envelope contains writing or marks that may identify the elector, or is torn, defaced or otherwise dealt with by the elector in a way that may identify him or her, the ballot may be rejected. Since ballot envelopes will be opened and separated from the ballot prior to counting, ballot envelopes dealt with in such a manner will not automatically be rejected. The decision of the Clerk in determining whether or not the ballot will be counted or rejected is final.

In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following conditions will also cause a ballot to be considered rejected if:

- upon opening the Return Envelope there is no Voter Declaration Form, subject to Section 19.2.3 above;
- upon opening the Return Envelope there is a different number of Ballot Secrecy Envelopes than Voter Declaration Forms;
- upon opening the sealed Ballot Secrecy Envelope at the Counting Location, the envelope contains more than one ballot; and
- upon opening the sealed Ballot Secrecy Envelope at the Counting Location, the envelope contains a ballot which has not been marked; it will be counted as a "Ballot Used but Unmarked by Elector".

Where a white Ballot Secrecy Envelope is rejected, the reason for the rejection shall be recorded by numbering the Ballot Secrecy Envelope and noting the reason for the rejection on a separate Rejected Ballots Record.

Ballots received after 8:00 p.m. on November 16, 2015 (Voting Day) shall not be processed or counted, but will be time and date stamped and kept with the official election records.

BALLOT COUNT STATION 2

Two election officials shall be situated at Station 2 in the Ballot Count Centre. An election official will take the white Secrecy Envelopes in bundles of 25 from Station 1 to Station 2 where two election officials shall open the white Secrecy Envelopes with a letter opener, remove the ballots, fold them flat and scan or manually count the ballots, then place the counted ballot in a ballot box.

As each ballot box is filled with counted ballots it is sealed and transported to a secure location.

VOTING PLACE

The voting place shall be furnished with compartments in which electors may mark their ballots without other persons being able to see how they are marked and it is the duty of the Clerk/Returning Officer or Deputy Returning Officer respectively to ensure that a sufficient number of compartments are provided at the voting place.

PROXY VOTING

The 2015 Ward 3 Municipal By-Election is using the Vote By Mail process, in accordance with Section 42(5), of the *Municipal Elections Act, 1996*, as amended, there is no requirement for and no opportunity to vote by proxy.

FORMS

In addition to the prescribed forms as set out by the Ministry of Municipal Affairs and Housing the Clerk, or designate, reserves the right to use additional forms as may be necessary for the conduct of the election.

REQUIREMENT TO PROVIDE PROOF OF IDENTITY

All eligible electors are required to provide proof of identity and residence in order to obtain a ballot at the location or they must sign the Voter Declaration card included in the Vote by Mail Kit. The type of identification is prescribed in O. Reg. 304/13 and is attached hereto as Schedule "A"

TABULATORS/SCANNERS

The vote tabulators/scanners shall be programmed so that there is a printed record of the number of votes cast for each candidate.

The Clerk or designate may determine that a manual count be held as opposed to using tabulators/scanners.

TESTING THE VOTE TABULATORS/SCANNERS

Before voting day the Clerk or designate shall test the vote tabulators/scanner to ensure that they will accurately count the votes cast for all candidates. When testing the vote tabulators, adequate safeguards shall be taken to ensure that the system or any part of it, that is used for processing and tabulating votes, is isolated for all the other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.

The Clerk shall, at the successful completion of the test, seal the memory card to the vote tabulator/scanner.

If the Clerk detects any error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

The candidate or scrutineer may attend to view the test process.

SCRUTINEERS

Candidates may appoint scrutineers in writing, on the designated form, to represent them and all scrutineers must comply with the procedures set out on their Appointment Form.

Scrutineers OR candidates may be present when Return Envelopes, Inner Ballot Secrecy Envelopes or ballots are being processed and when the votes are being counted.

As there is only one poll station on November 16, 2015 (Voting day), only a candidate OR their scrutineer may be present.

Scrutineers OR candidates will be provided an area within the Ballot Count Centre for their use. Cell phones or other equipment will not be permitted in the Ballot Count Centre other than for designated Election Officials.

Scrutineers OR candidates shall not interfere with the vote count in any manner either during the sequester period or during the vote counting procedure. Should they do so, they shall be required to leave the facility when so requested by the designated Election Official.

No campaign material will be allowed within the Ballot Count Centre on Voting Day.

Scrutineers OR candidates will not be admitted to the Ballot Count Centre after 6:00 p.m. on November 16, 2015 (Voting Day).

Should a scrutineer OR candidate be inside the Ballot Count Centre at 6:00 p.m. on November 16, 2015 and leave the premises, they will not be readmitted.

EMERGENCIES

In the event of any condition of an emergency or any circumstance that will undermine the integrity of the election, the Municipal Clerk, or designate, has the discretion to declare an emergency and make any arrangements deemed necessary for the conduct of the election.

Any unforeseen cases not dealt with in these procedures will be recorded, action taken, and reflected in an addendum signed by the Clerk, to these procedures and circulated to all candidates as soon as possible.

SPECIFIED DATES

Dates specified in this Procedure respecting the issuance and return of Vote by Mail Kits may vary slightly depending on Canada Post schedules and the time line provided by DataFix.

CERTIFICATION

These are the certified procedures for voting and for the use of vote counting equipment that shall be followed for the 2015 Ward 3 Municipal By-Elections in the Township of Wellington North.

These procedures may be amended as deemed necessary by the Clerk and Deputy Returning Officer.

Karren Wallace
Clerk and Returning Officer

Date

Catherine Conrad
Deputy Returning Officer

Date

SCHEDULE "B" VOTER IDENTIFICATION

ONTARIO REGULATION 304/13

An original, or a certified or notarial copy, of a document that is listed and shows the person's name and qualifying address.

1. An Ontario driver's licence.
2. An Ontario Health Card (photo card).
3. An Ontario Photo Card.
4. An Ontario motor vehicle permit (vehicle portion).
5. A cancelled personalized cheque.
6. A mortgage statement, lease or rental agreement relating to property in Ontario.
7. An insurance policy or insurance statement.
8. A loan agreement or other financial agreement with a financial institution.
9. A document issued or certified by a court in Ontario.
10. Any other document from the government of Canada, Ontario or a municipality in Ontario or from an agency of such a government.
11. Any document from a Band Council in Ontario established under the *Indian Act* (Canada).
12. An income tax assessment notice.
13. A Child Tax Benefit Statement.
14. A Statement of Employment Insurance Benefits Paid T4E.
15. A Statement of Old Age Security T4A (OAS).
16. A Statement of Canada Pension Plan Benefits T4A (P).
17. A Canada Pension Plan Statement of Contributions.
18. A Statement of Direct Deposit for Ontario Works.
19. A Statement of Direct Deposit for Ontario Disability Support Program.
20. A Workplace Safety and Insurance Board Statement of Benefits T5007.
21. A property tax assessment.
22. A credit card statement, bank account statement, or RRSP, RRIF, RHOSP or T5 statement.
23. A CNIB Card or a card from another registered charitable organization that provides services to persons with disabilities.
24. A hospital card or record.
25. A document showing campus residence, issued by the office or officials responsible for student residence at a post-secondary institution.
26. A document showing residence at a long-term care home under the *Long-Term Care Homes Act, 2007*, issued by the Administrator for the home.
27. A utility bill for hydro, water, gas, telephone or cable TV or a bill from a public utilities commission.
28. A cheque stub, T4 statement or pay receipt issued by an employer.
29. A transcript or report card from a post-secondary school.

SCHEDULE "C"

DRAFT Time Line for Traditional Paper Ballot Method 2015 Ward 3 By-election

June 22, 2015	Receive written resignation (Section 260 <i>Municipal Act, 2001</i>)
July 13, 2015	Declare seat vacant <i>Section 262 (1) Municipal Act, 2001</i>
August 10, 2015	Pass a by-law to hold a by-election <i>(last day for passing this by-law is September 11, 2015 being 60 days from seat being declared vacant Section 263(5) Municipal Act, 2001)</i>
August 11, 2015 – Friday October 2, 2015	Nominations can be filed 8.30 am on Tuesday August 11, 2015 to Friday October 2, 2015 at 2:00 p.m <i>(last day for nomination day is October 9, 2015 - must not be more than 60 days after a by-law is passed to hold a by-election Section 65(4) Municipal Elections Act)</i>
September	Advertise for election staff
Sept. 11, 2015	MPAC to provide preliminary list of electors (PLE) <i>(last day to receive this is September 11 at least 21 days before nomination day Section 65(4) 4 ii</i>
Sept. 14, 2015	Order voter notification cards (VNC)
October 5, 2015	Certify list of candidates
	Pass by-law re advance voting day <i>(30 days before voting day Section 43(1))</i>
October 2015	Order ballots
	Mail out VNC
	Hire and train election staff
Monday November 16, 2015	Voting day <i>(last day for voting day is November 16, 2015: shall be 45 days after nomination day Section 65(4) 3 Municipal Elections Act)</i>
November 17, 2015	Announce official results
November 23, 2015	Ward 3 Councillor takes oath of office and attends first Council meeting
December 31, 2015	Candidate must file Form 4 by 2:00 p.m.

SCHEDULE "D"

DRAFT Time Line for Vote by Mail Method 2015 Ward 3 By-election

June 22, 2015	Receive written resignation (Section 260 <i>Municipal Act, 2001</i>)
July 13, 2015	Declare seat vacant (Section 262 (1) <i>Municipal Act, 2001</i>)
August 10, 2015	Pass a by-law to hold a by-election <i>(last day for passing this by-law is September 11, 2015 being 60 days from seat being declared vacant Section 263(5) Municipal Act, 2001)</i>
August 11, 2015 – Friday October 2, 2015	Nominations can be filed 8.30 am on Tuesday August 11, 2015 to Friday October 2, 2015 at 2:00 p.m <i>(last day for nomination day is October 9, 2015 - must not be more than 60 days after a by-law is passed to hold a by-election Section 65(4) Municipal Elections Act)</i>
August 21, 2015	Agreements with Canada Post and information supplied to DataFix
Sept. 11, 2015	MPAC to provide preliminary list of electors (PLE) <i>(last day to receive this is September 11 at least 21 days before nomination day Section 65(4) 4 ii)</i>
Sept. 14, 2015	Council passes by-law for vote by mail process <i>(last day to pass the by-law is September 14, 2015 60 days before first day an elector can vote Section 42 (4))</i>
September 14- November 16 (Voting Day)	Electors may review the voter's list and add or delete names
September 14	Upon written request, candidates receive a copy of the voter's list
October 5, 2015	Certify list of candidates
October 13, 2015	Last day to amend the voter's list to receive a vote by mail kit directly from DataFix
October 14- November 16	Amend the voter's list and receive a ballot in person or in the mail from the municipality
October 23, 2015	DataFix Mail out kits to electors who were on the voter's list as of Oct 13
Oct 26, 2015 to November 16, 2015	Municipality receive ballots in mail or in person or via the after hours mail slot until 8 p.m. November 16, 2015
October 29, 2015	3:30 p.m. Election staff scan sealed yellow envelopes to record advance voters - candidates or scrutineers may be present
October 30, 2015	9:00 a.m. candidates may obtain an updated voter's list
November 2, 2015	Last day for electors to put ballots in mail to guarantee mail return to Wellington North by November 16
November 5, 2015	3:30 p.m. Election staff scan sealed yellow envelopes to record advance voters - candidates or scrutineers may be present
November 6, 2015	9:00 a.m. candidates may obtain an updated voter's list
November 12, 2015	3:30 p.m. Election staff scan sealed yellow envelopes to record advance voters – candidates or scrutineers may be present
November 13, 2015	9:00 a.m. candidates may obtain an updated voter's list
Monday November 16, 2015	Voting day <i>(last day for voting day is November 16, 2015: shall be 45 days after nomination day Section 65(4) 3 Municipal Elections Act)</i>
November 17, 2015	Announce official results
November 23, 2015	Ward 3 Councillor takes oath of office and attends first Council meeting
December 31, 2015	Candidate must file Form 4 by 2:00 p.m.

SCHEDULE "E"

TRADITIONAL PAPER BALLOT	
PROS	CONS
Familiarity with the traditional method of voting	Weather could be a factor in voter turnout
Central voting location on election day	Accessibility requirements must be met
Supervised voting	Increased costs including rental of facilities, training, staffing, advance voting days, etc.
Standard roles for candidates and scrutineers	Possibility of voter fraud
VOTE BY MAIL WITH DATAFIX	
PROS	CONS
No proxy voting	Unsupervised voting
Anytime, anywhere voting	Possibility of mail fraud
Audit trail as paper ballots used	Reliance on Canada Post to ensure timely delivery of ballots
Electors may deliver their ballot to the municipal office on election day	Possibility of voter confusion with the process
Resolves accessibility issues	Ballots returned by mail too close to election day may not be received in time to count
Ballots counted in a central location by municipal staff	No central voting location on election day
Could reduce costs- no polling stations, outside election staff or advance voting required	Accurate voter's list essential
Positions staff for a full vote by mail election in 2018	Will require one permanent polling station at the municipal office for those who require assistance
Could increase voter turnout	Roles of candidates/scrutineer changes
Not dependent on weather	
DataFix maintains the integrity of the voter's list throughout between election cycles	
Using a vote by mail in a Ward by-election positions staff to run a full vote by mail election in 2018	
TELEPHONE / INTERNET VOTING	
PROS	CONS
Could increase voter turnout	Unsupervised voting
Accessibility requirements would be addressed	Possibility of fraud/hacking
Vote anytime	High speed internet is not available in all geographic areas
	Not all Wellington North electors have access to or use a telephone-could disenfranchise some electors
	Past practice with telephone voting shows electors tend to wait until the last three to four hours on voting day to call in their vote which jams the system
	Public lack of trust/understanding of the system
	Accurate voter's list is essential
ALTERNATE SYSTEM WITH POLL	
PROS	CONS
	Confusing to voters
	Difficult to determine uptake on voters who used the alternate method of voting
	Higher costs – rentals, staffing, etc. etc.
	Voter fraud



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2015-038 REGARDING MOUNT FOREST
HOMECOMING 1879-2017 REQUEST TO BE APPOINTED
A COMMITTEE OF COUNCIL**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2015-038 being a report on a request by the Mount Forest Homecoming 1879-2017 Committee request to be appointed a Committee of Council;

AND FURTHER THAT the Council of the Township of Wellington North declare the Mount Forest Homecoming 1879-2017 event to be municipally significant as required by the Alcohol and Gaming Commission of Ontario for the purposes of obtaining a Special Occasion Permit.

AND FURTHER THAT the Council of the Township of Wellington North declare the Mount Forest Homecoming 1879-2017 event as a Community Festival;

AND FURTHER THAT the Council of the Township of Wellington North hereby appoint the Mount Forest Homecoming Committee 1879-2017 as a Committee of Council designation for insurance purposes for the 2017 Homecoming Celebration to the event's completion on Sunday June 25, 2017 at 11.59 p.m.

AND FURTHER THAT the Council the Township of Wellington North hereby appoint the following members to the Committee:

Rich MacVicar – Chair
Bill Nelson – Treasurer
Faye Meulenstein – Secretary
Dan Yake
Carol Weber
Shelley Weber
Angie Weber
Ruth Truax
Tim Truax
Glenn Hunter
Ruth Penwarden

Shirley Droog
Donna McWilliam
Cathie Ridgeway
Heather Wollis
Jeff Wollis
Jenna Wollis
Debb Cameron
Linda Shupe
Mary Reeves
Jim Solway
Paula Solway

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2015-012 being a report on the Mount Forest Homecoming 1879-2017 event.

BACKGROUND

The Mount Forest Homecoming 1879-2017 Committee has requested that:

- Council appoint the Mount Forest Homecoming 1879-2017 Committee as a Committee of Council for insurance purposes as it relates to their events;
- Council declare the event as a Community Festival;
- Council declare the event to be municipally significant as required by the Alcohol and Gaming Commission of Ontario for the purposes of obtaining a Special Occasion Permit.

The Committee has provided a draft list of events, subject to change as follows:

June 23, 2017 - Friday night at the Sports Complex in the auditorium including Opening Ceremonies, Karaoke Competition, displays set up throughout the Sports Complex as well for Homecoming, Ball Tournament on the Ball Diamonds (Cork Street, Kinsmen and Optimist) events at the Pavilions (Cork Street and possibly Lions Park);

Saturday June 24, 2017 - Displays set up throughout the Sports Complex, a breakfast in Auditorium, Reunions at the Sports Complex 9am - 3pm; Kinsmen (Kin Club) BBQ 4-7 or 8pm on the Arena Floor or Auditorium TBD; 9pm - 2am Live entertainment on the Arena Floor; Temporary Road Closure request for Parade down main street (route BD) starting 11am/Noon until 2pm; Following parade an "Antique vehicle show. Location TBD and Family Games on the Soccer Field area at Cork Street Park - Optimist Club of Mount Forest.

Sunday June 25, 2017 - Breakfast TBD, Church Service multi Church participation TBD; Possible live entertainment TBD, Closing Ceremonies.

The *Municipal Act, 2001* defines a committee to be "any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards". As such, should Council designate the Mount Forest Homecoming 1879-2017 Committee as a committee of Council, they would not meet the definition in the Act of a committee and not be bound by the provisions in the Act of having to adhere to a procedure by-law or the open and closed meeting provisions.

FINANCIAL IMPLICATIONS

There are no costs associated with this report.

It is not anticipated that the Township of Wellington North will provide staff or accommodation for the committee.

STRATEGIC PLAN 2015-2018

This report relates directly to the implementation of the Township of Wellington North Strategic Plan, in particular Brand and Identity and Strategic Partnerships.

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

X Yes No N/A

Which pillars does this report support?

Community Growth Plan Community Service Review
 Human Resource Plan Corporate Communication Plan

X Brand and Identity Positive Healthy Work Environment

X Strategic Partnerships

- *By appointing the Mount Forest Homecoming 1879-2017 Committee as a committee of Council, it will provide opportunities to leverage partnerships and foster community good will and well being.*

PREPARED BY:

RECOMMENDED BY:

Karren Wallace

Mike Givens

**KARREN WALLACE
CLERK**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: PAUL DOWBER
TREASURER**

**SUBJECT: TREASURER'S REPORT TR2015-16
TO SET THE TAX RATES FOR 2015 AND REPEAL
BYLAW NUMBER 40-15**

RECOMMENDATION

THAT Report TR2015-16 being a report on 2015 Tax Rates for the Township of Wellington North be received;

AND FURTHER THAT By-law 40-15 be repealed and replaced with the amended By-law 56-15.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The purpose of this amendment is to correct the chart under paragraph number four of Bylaw 40-15, which sets out the individual tax class rates for Our Own Purpose, County and Education. The "Total" column needs to be removed as it includes Street Lighting rates for each class which is not set out until paragraph number five.

All individual rates of By-law 40-15 were correct.

FINANCIAL IMPLICATIONS

There are no financial implications

PREPARED BY:

RECOMMENDED BY:

Paul Dowber
Treasurer

Mike Givens
CHIEF ADMINISTRATIVE OFFICER



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: Paul Dowber
Treasurer**

**SUBJECT: TREASURER'S REPORT TR2015-18
Ontario Community Infrastructure Fund**

RECOMMENDATION

THAT the Council of the Township of Wellington North receive for information report TR2015-18 being a report on the second intake of the Ontario Community Infrastructure Fund (OCIF);

AND FURTHER THAT Council approves the completion of the required Expression of Interest, applying for 50% OCIF funding of the eligible project costs for the Francis Street East Project;

PREVIOUS REPORTS PERTINENT TO THIS MATTER

TR2014-09 OCIF SCF Funding
TR2014-14 OCIF SCF Funding Application
TR2015-03 OCIF Application Based Funding Agreement

BACKGROUND

On July 28, 2015 the Ministry of Agriculture, Food and Rural Affairs announced the second intake of OCIF funding. These funding sources are designed to help municipalities support the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities.

OCIF Application Based Funding

The second intake of OCIF funding consists of \$50 million in provincial funding based on an "application" component. This funding is available to municipalities that have a population of less than 100,000 or are in northern Ontario.

Eligible projects are:

- Roads
- Bridges
- Water and wastewater

Eligible Project costs include:

- Environmental assessment

- Design/engineering
- Project management
- Materials and construction
- 15% contingency cost.

Ineligible costs include:

- Land acquisition
- Leasing of land, buildings and other facilities
- Finance charges
- Legal fees
- Rolling stock
- Moveable assets (such as generators)
- Application costs.

Up to 90% of total eligible costs can be requested, up to a total of \$2 million. Projects with multiple components are acceptable, such as a project including paving, watermain and sewer.

Funding is flowed as project milestones are achieved, with project completion being required by December 31, 2017. An expression of interest (EOI) is due by September 11, 2015. The EOI will be assessed on the criteria of:

- evidence of current or future health and/or safety issues and how the proposed project would address or reduce the risk of the issues identified; and
- the applicants economic conditions and fiscal situation derived from the Financial Information Returns (FIRs) and Statistics Canada data

Council resolution is not required for the EOI. Full application for this component will be available to municipalities who have submitted 2014 FIRs by September 30, 2015 and have an Asset Management Plan. The date for the application submission has not been announced yet, however, the date for announcing successful funding recipients is anticipated to be sometime in January/February 2016.

An EOI for the Small Communities Fund will be submitted once the date is announced. The timing for this EOI is anticipated to be later in September or October 2015.

Francis St E is a roadway reconstruction project planned and designed for the community of Arthur. The project would see existing 150mm cast iron water main and 200mm asbestos concrete sanitary main replaced with new underground infrastructure built to a modern-day standard and using modern material. The project would also see a storm water management system, curb and storm sewers, installed on Francis St E.

FINANCIAL IMPLICATIONS

Proposed Project for Application

Francis Street – as per enclosed Capital Justification sheet

Engineering/Design	\$80,000
Waterworks Construction	140,000
Wastewater Construction	160,000
Roads	428,000
Contingency	121,200
Total Eligible Costs	\$929,200

- Note 1-Cost estimates were provided by Triton Engineering in July 2015
- Note 2-Council may want to consider not applying for the full 90% provincial funding as this may be considered more favourably
 - 50% funding would see a provincial contribution amount of \$464,600

PREPARED BY:

RECOMMENDED BY:

Paul Douber

TREASURER

Michael Sivens

CHIEF ADMINISTRATIVE OFFICER

Matthew Aston

Director of Public Works



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET
2015 BUDGET

CAPITAL PROJECT SHEET			
Department:	Public Works - Roads		
Project Name:	Francis St E Road Reconstruction Between George St (Highway 6) and Charles St		
Asset Name:	Water Main (Existing 150mm Cast Iron) Sewer Main (Existing 200mm Asbestos Concrete) Storm Main (Limited to West-side) Roadway Resurface Sidewalk and Curb	Import ID:	
Project Description	<p>Project will complete engineering design and reconstruct of 0.3km of existing urban roadway in the community of Arthur.</p> <p>Project will:</p> <ul style="list-style-type: none"> Replace approx. 300m of water main, Replace approx. 300m of sewer main, Install approx. 300m of new storm sewer main, Resurface approx. 300m of asphalt roadway, Replace approx. 300m of sidewalk, and Install approx. 600m of new curb. 		
Project Justification	<p>Francis Street East is a roadway in need of complete reconstruction.</p> <p>BM Ross and Associates assigned Francis St E (George St to Charles St) a score of 6.5 / 10 within the 2013 Road Management Study.</p> <p>Project drivers are replacement of 150mm cast iron water main, replacement of 200mm asbestos concrete sewer main and installation of storm water management system.</p> <p>Triton Engineering Services Limited has completed the preliminary design work for this project and would be engaged as the Project Engineer for this work.</p> <p>Project would provide service laterals for Watt severance.</p> <p>Project has MOECC approval permit to May 24, 2016.</p>		

PROJECT MATRIX				
Criteria	Low	Medium	High	Comments
Safety Issues, Risk Management		X		Aged water and sewer infrastructure create a risk to the water distribution and waste water collection system in Arthur.
Legislative Requirement		X		Township is expected to manage their public infrastructure in a responsible manner.
Operational Saving, Short Payback		X		An installation to current municipal standards will provide for more cost effective maintenance. Cast iron water main are more susceptible to breaks than modern material.
Routine Replacement, Asset beyond lifecycle, Impact of delaying replacement			X	Project would proactively replace aged road, sidewalk, water and sewer assets.
Growth related		X		Project would provide provision for servicing Watt lots on south-side of



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET
2015 BUDGET

Service enhancements	X			Francis Street. Project would install new curb and storm sewer system along Francis St E to provide storm water management.
CAPITAL PROJECT COSTING AND FUNDING				
Costs	2016	2017	2018	2019
Capital Purchases/Contractor/Material				
Sub-Contractor/Equipment Rental				
Consulting Fees	\$80,000			
Engineering/Survey Fees				
00-42 Waterworks	\$140,000			
00-40 Sanitary Sewer	\$160,000			
00-30 Roads	\$428,000			
Geo Technical Fees				
Legal Fees				
Contingency	\$121,200			
Total Fees	\$929,200			
Funding				
Reserves				
Reserve Funds				
Taxation (Transfers to Capital)				
Gas Tax				
Ontario Community Infrastructure Fund				
Funding Application				
Donation				
User Fees				
Development Charge				
Other:				
Total Funding				
Net Operating Cost				
Estimated Completion Date: October 30, 2016				
Projected New Operating Costs per year:				
Previous Operating Costs				
Submitted By: _____		Department Head: _____		
Date Prepared: _____		Reviewed by Treasurer: _____		



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: MATTHEW ASTON
DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2015-054 BEING A REPORT ON THE
TOWNSHIP'S SEPTIC SOCIAL EVENT HELD JULY 14, 2015**

RECOMMENDATION

THAT Report PW 2015-054 being a report on the Township's septic social event held on July 14, 2015 be received for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

NA

BACKGROUND

Township staff in partnership with Kyle Davis, Wellington Source Water Protection, held an information night for septic system owners on the evening of July 14, 2015 in Kenilworth.

The evening saw presentations by Katherine Rentsch, P.Eng. and Doug Joy, P.Eng. from the Ontario Rural Water Centre at the University of Guelph and Michael Varty, P.Eng. from WSP Group. Katherine and Doug provided the audience an overview of septic system technology and basic principles of septic system inspection and Michael provided a more detail presentation on the Township of Wellington North's septic system inspection program.

Source Water Protection policy will make septic system inspections mandatory within high risk areas around municipal drinking water well-heads.

More information on Source Water Protection in Wellington County, as well as both the evening's presentations, are available at www.wellingtonwater.ca.

Seven residents attended the event representing four local households. Septic inspections are expected to commence this summer in the Township of Wellington North, performed by WSP Group, with approximately ten residences requiring mandatory inspections as a result of source water protection regulations.

A special thanks to Melissa Irvine, Kyle Davis and Darren Jones for organizing the event.

FINANCIAL IMPLICATIONS

NA

PREPARED BY:	RECOMMENDED BY:
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Matthew Aston

Michael Givens

MATTHEW ASTON DIRECTOR OF PUBLIC WORK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
--	--



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: MATTHEW ASTON
DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2015-055 BEING A REPORT ON THE MINISTRY
OF ENVIRONMENT AND CLIMATE CHANGE'S 2015-2016
INSPECTION REPORT FOR THE MOUNT FOREST WASTE
WATER TREATMENT PLANT**

RECOMMENDATION

THAT Report PW 2015-055 being a report on the Ministry of Environment and Climate Change's 2015-2016 Inspection Report for the Mount Forest Waste Water Treatment Plant be received for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

NA

BACKGROUND

Ministry of Environment and Climate Change (MOECC) staff conducted an onsite inspection of the Mount Forest Waste Water Treatment Plant (WWTP) on June 1, 2015. The report attached as Schedule A is the resulting inspection report that was released July 16, 2015.

The report details one non-compliance related to information that was not contained within the Annual Report prepared by the Ontario Clean Water Agency (OCWA) for the Township. It has been confirmed that OCWA measures and keeps record of the required data; however, previously this information was not included in the Annual Report. OCWA will include this information in future Annual Reports.

The inspection process and report was a good opportunity for the Township to have the MOECC review our Mount Forest WWTP operations.

FINANCIAL IMPLICATIONS

NA

PREPARED BY:

RECOMMENDED BY:

Matthew Aston

Michael Givens

MATTHEW ASTON
DIRECTOR OF PUBLIC WORK

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER

Schedule A – 2015-16 Inspection Report

Ministry of the Environment
and Climate Change

Ministère de l'Environnement et
de l'Action en matière de
changement climatique



Safe Drinking Water
Branch

Direction du contrôle la qualité de
l'eau potable

Guelph District Office
4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2

Bureau du district de Guelph
4^e étage
1, chemin Stone Ouest
Guelph (Ontario) N1G 4Y2

July 16, 2015

COPY

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

Attention: Mr. Matthew Aston
Director of Public Works

RE: 2015-16 Inspection Report for the Mount Forest Wastewater Treatment Plant

Dear Mr. Aston,

I would like to thank you and the team at the Ontario Clean Water Agency for your assistance during my inspection of the Mount Forest Wastewater Treatment Plant (# 120001381). Attached is the final report for this inspection, with report number 1-C2987.

Feel free to contact me at (519) 826-4274 if you have any questions related to this inspection.

Best regards,

A handwritten signature in black ink, appearing to read "Martha Weber".

Martha Weber
Provincial Officer
Water Inspection Program
Guelph District Office

Cc via email: Scott Craggs, West Highlands Hub, OCWA
Lisa Benoit, West Highlands Hub, OCWA
Erik Downing, Saugeen Valley Conservation Authority
District Office File (SI WE WN CO 441)



Ministry of the Environment and Climate Change

**WW MOUNT FOREST WPCP
Inspection Report**

Site Number:	120001381
Inspection Number:	1-C2987
Date of Inspection:	Jun 01, 2015
Inspected By:	Martha Weber

**Mount Forest Wastewater Treatment Plant
WW# 120001381
2015/16 Inspection Report**

TABLE OF CONTENTS:

1. OWNER & CONTACT INFORMATION
2. INSPECTION DETAILS & COMPONENTS DESCRIPTION
3. INSPECTION SUMMARY
 - Introduction
 - Authorizing/Control Documents
 - Capacity Assessment
 - Treatment Processes
 - Effluent Quality and Quantity
 - Monitoring Requirements
 - Reporting Requirements
 - Bypasses and Overflows
 - Biosolids Management
 - Certification and Training
 - Logbooks
 - Operations Manuals
 - Contingency/Emergency Planning
 - Other Inspection Findings
4. NON COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED
5. SUMMARY OF BEST PRACTICE ISSUES AND RECOMMENDED ACTIONS
6. SIGNATURES

OWNER INFORMATION:

Company Name: WELLINGTON NORTH, TOWNSHIP OF
Street Number: 7490 **Unit Identifier:**
Street Name: SIDEROAD 7 W
City: KENILWORTH
Province: ON **Postal Code:** N0G 2E0

CONTACT INFORMATION

Type:	Owner	Name:	Matthew Aston
Phone:	(519) 848-3620 x31	Fax:	
Email:	maston@wellington-north.com		
Title:	Director of Public Works		
Type:	Operating Authority	Name:	Scott Craggs
Phone:	(519) 941-1938	Fax:	(519) 941-1794
Email:	scraggs@ocwa.com		
Title:	West Highlands Hub Manager		
Type:	Operating Authority	Name:	Lisa Benoit
Phone:	(519) 941-1938 x225	Fax:	(519) 941-1794
Email:	lbenoit@ocwa.com		
Title:	Process & Compliance Technician		

INSPECTION DETAILS:

Site Name: WW MOUNT FOREST WPCP
Site Address: 651 CORK ST WELLINGTON NORTH ON N0G 2E0
County/District: Wellington North
MOECC District/Area Office: Guelph District
Health Unit: WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT
Conservation Authority: Saugeen Conservation
MNR Office: N/A
Site Number: 120001381
Inspection Type: Announced
Inspection Number: 1-C2987
Date of Inspection: Jun 01, 2015
Date of Previous Inspection: Jun 16, 2011

COMPONENTS DESCRIPTION

Site (Name): Mount Forest WPCP
Type: Plant Classification **Sub Type:** Class II

Comments:

Classification Certificate # 5204 was issued on September 7, 2007, for a Class 2 facility for the Mount Forest Water Pollution Control Plant. Classification Certificate #459 has been issued for the Mount Forest Collection System as a Class 2 system.

This facility consists of a new plant at 651 Cork St., an older plant at 400 North Water St., which is now used as a raw sewage pumping station, along with other pumping stations within the community.

Site (Name): Mount Forest WPCP

Type: Sewage Collection System

Sub Type: Nominally separated sewers

Comments:

The collection system was designed to convey sanitary sewage to the treatment plant through separate pipes from the storm sewer system.

Site (Name): Mount Forest WPCP

Type: Collection System Component

Sub Type: Pumphouse

Comments:

There are 4 sewage pumping stations serving Mount Forest:

1. North Water Street Sewage Pumping Station:

The old plant at 400 North Water Street now serves as the main raw sewage pumping station, providing a firm capacity of 173.6 L/s peak flow. There are two raw sewage pumps with a capacity of 173.6 L/s at 44.2 m TDH and one raw sewage pump with a capacity of 60 L/s at 17.7 m TDH. A 16,000 L volume surge vessel is in place, as well as a flow metering chamber. Approximately 1,300 m of 300 mm diameter and 25 m of 250 mm diameter forcemain lead from this pumping station to the Influent Works building at 651 Cork Street.

To buffer peak flow, four equalization tanks were created at the old 400 North Water St. plant by modifying aeration tanks and secondary clarifiers. Two of the equalization tanks are each approximately 395 m³ in volume, each equipped with a submersible pump rated at 40 L/s at 3.3 m TDH. The other two equalization tanks each have an approximate volume of 249 m³, each equipped with two centrifugal pumps rated at 28.4 L/s each at 7.6 m TDH.

2. Cork St. Sewage Pumping Station:

This station is located at Cork St. near the intersection with Waterloo St. There is a 175 kW diesel generator set, an alarm system, and two sewage pumps that direct sewage to a forcemain leading to the North Water St. station. The overflow provision is to lead to the adjacent ditch, which then leads to the river.

3. Durham St. Sewage Pumping Station:

This station is located at Durham St. W., close to the intersection with Foster St. There is a 90 kW diesel generator set, an alarm system, and three sewage pumps that direct sewage to a forcemain leading to the North Water St. station. If there was an overflow at this station, it would go over the manhole cover and onto Durham St.

4. Perth St. Sewage Pumping Station:

This station does not have backup power. Two sewage pumps are located in a manhole in Perth St. Overflow is via the manhole towards the nearby drainage ditch.

Site (Name): Mount Forest WPCP

Type: Mechanical Sewage Treatment

Sub Type: Pre-treatment

Comments:

Pre-treatment equipment at the Influent Works building includes a vertical bar screen, washer screw compactor, circular grit chamber complete with grit extraction equipment and blowers, and a grit dewatering screw all sized to accommodate the hydraulic peak flow rate of 15,000 m³/d together with connection of the sewage forcemain to the Influent Works building. There are two positive displacement blowers, each rated at 33.3 L/s, as well as a septage receiving hopper complete with a submersible sewage pump with a rated capacity of 22 L/s at 7.8 m TDH. A Parshall flume with an ultrasonic level detector is in place to measure influent flow.

Site (Name): Mount Forest WPCP**Type:** Mechanical Sewage Treatment **Sub Type:** Secondary Treatment**Comments:**

For continuing treatment at the Influent Works building, there are two aeration tanks, each measuring approximately 19.0 m (L) x 18.1 m (W) x 5.03 m (SWD) with three cells per tank (complete with division walls), providing a total volume of 1,730 m³ per tank. Each tank is equipped with a fine pore air diffusion system consisting of header piping and diffuser grids. The aeration blowers consist of two duty blowers, each rated at 300 L/s at 58 kPa and one standby blower rated at 600 L/s at 58 kPa.

There are two secondary clarifiers, each measuring approximately 18.0 m (L) x 18.0 m (W) x 4.32 m (SWD) and each is equipped with a circular clarifier mechanism, bridge-mount, and centre inlet. Alum is dosed prior to these secondary clarifiers. The alum storage facility contains a 30,000 L alum storage tank with access cover and fill connection, overflow and level indicator, and two chemical metering pumps each with a minimum rated capacity of 17 L/hr and one chemical metering pump with a minimum rated capacity of 7.6 L/hr.

For Return Activated Sludge (RAS) pumping, there are three RAS pumps, two duty and one standby, each pump rated at 40.5 L/s at 8.5 m TDH and two magnetic flowmeters (one for each return line).

For Waste Activated Sludge (WAS) pumping, there are two WAS pumps, each rated at 8.8 L/s at 3.1 m TDH, and one magnetic flow meter to measure WAS and scum discharge to the sludge digestion facility. Two scum pumps are each rated at 8.8 L/s at 5.7 TDH.

Site (Name): Mount Forest WPCP**Type:** Mechanical Sewage Treatment **Sub Type:** Tertiary Treatment**Comments:**

Two low head single media effluent filters, each having an area of approximately 47.2 m², with approximate dimensions of 12.4 m (L) x 3.81 m (W), complete with travelling backwash mechanism and return of backwash to head of aeration tanks utilizing a filter waste pump rated at 66.7 L/s at 14 m TDH.

Site (Name): Mount Forest WPCP**Type:** Method of Disinfection **Sub Type:** Ultraviolet**Comments:**

Effluent disinfection is achieved via a UV disinfection system equipped with two banks (1 duty and 1 standby), each bank sized for the Peak Flow Rate of 15,000 m³/d.

When necessary, bypass disinfection is achieved via a manual sodium hypochlorite drip into the existing chlorine contact chamber measuring approximately 7.72 m x 3.35 m x 2.90 m SWD, for the chlorination of bypass sewage at the raw sewage pumping station at the old plant (400 North Water St.).

Site (Name): Mount Forest WPCP
Type: Effluent Discharge Receiver **Sub Type:** Surface Water

Comments:

Final effluent is discharged to the South Saugeen River via approximately four metres of 600 mm diameter and 34.7 m of 450 mm diameter pipe.

Any bypassed effluent is discharged via approximately 11.5 m of 350 mm diameter pipe from the chlorine contact chamber to the sewer outfall into the South Saugeen River.

Site (Name): Mount Forest WPCP
Type: Effluent Discharge Frequency **Sub Type:** Continuous

Comments:
Not Applicable

Site (Name): Mount Forest WPCP
Type: Biosolids Stabilization Process **Sub Type:** Aerobic Digestion

Comments:

Located at 651 Cork St., the sludge digestion and storage facility is equipped to receive, digest, and store sludge from the Arthur and Mount Forest Wastewater Treatment Plants. There are five aerated digestion/storage tanks: two tanks each have a volume of 320 m³ with approximate dimensions of 9.3 m (L) x 5.5 m (W) x 6.25 m (SWD) and are equipped with one submersible mixer per tank. Two more tanks each have a volume of 662 m³ with approximate dimensions of 27.4 m (L) x 11.6 m (W) x 6.25 m (SWD), each equipped with one submersible mixer. The fifth tank has a volume of 1987 m³ with approximate dimensions of 27.4 m (L) x 11.6 m (W) x 6.25 m (SWD) and is equipped with two submersible mixers. The remaining equipment at this facility consists of two sludge transfer pumps, each rated at 34.7 L/s at 13.5 m TDH, two supernatant pumps, each rated at 10 L/s at 6.0 m TDH, and two aeration blowers, each rated at 330 L/s at 65 kPa.

Site (Name): Mount Forest WPCP
Type: Biosolids Storage Method **Sub Type:** On-Site Storage Capacity

Comments:

The total sludge storage volume in the holding tanks is 3,951 m³, with a retention time of 3-4 months.

Site (Name): Mount Forest WPCP
Type: Biosolids Disposal Method **Sub Type:** Land application

Comments:

Stabilized sludge is land applied to certified agricultural sites by an approved waste hauling company.

Site (Name): Mount Forest WPCP
Type: Stand-by Power Generation **Sub Type:** STP Generator

Comments:

Located at the Administration Building, there is a 500 KW emergency diesel generator and one raw sewage pump rated at 10 L/s at 7.1 m TDH.

At the 400 North Water Street location, there is a 450 kW emergency diesel generator.

INSPECTION SUMMARY

INTRODUCTION

- * The primary focus of this inspection is to confirm compliance with Ministry of the Environment and Climate Change (MOECC) legislation as well as evaluating conformance with ministry policies and guidelines during the inspection period.

This wastewater treatment and collection system is subject to the legislative requirements of the Ontario Water Resources Act (OWRA) and the Environmental Protection Act (EPA) and regulations made therein. This inspection has been conducted pursuant to Section 15 of the OWRA and Section 156 of the EPA.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

This system is owned by the Township of Wellington North and operated by the Ontario Clean Water Agency (OCWA). The review period for this inspection is from July 1, 2011 to April 30, 2015. The main treatment facility, along with the four pumping stations were included in this inspection.

AUTHORIZING/CONTROL DOCUMENTS

- * The owner had a valid Environmental Compliance Approval for the sewage works.

Certificate of Approval (CofA) #6134-73FHHU, issued on June 19, 2007, is the compliance approval for the main sewage treatment facility at 651 Cork St. and the main raw sewage pumping station at 400 North Water St.

The Cork St. Sewage Pumping Station is approved via CofA #2342-82GPAM, issued February 11, 2010. The generator for this sewage pumping station is approved via Air CofA #7301-7YTKGL, issued December 18, 2009.

The Durham St. Sewage Pumping Station is approved via CofA #1899-873P7E, issued July 23, 2010. The generator for this sewage pumping station is approved via Air CofA #4114-86YH5W, issued August 25, 2010.

The Perth St. Sewage Pumping Station is approved via CofA #3-1843-98-006, issued in 1999. There is no generator associated with this station.

CAPACITY ASSESSMENT

- * The annual average daily flow was approaching the rated capacity of the sewage works.

Currently, the rated capacity for this facility is listed as 2,818 m³/day. Detailed below is a summary by year of the percentage of rated capacity. It is noted that in 2011, the average daily flow exceeded 80% of the rated capacity, and the other years in the inspection review period were approaching the 80% mark.

YEAR	AVG DAILY FLOW	PERCENTAGE OF RATED CAPACITY
2014	2,071 m ³ /d	73.5 %
2013	2,235 m ³ /d	79.3 %
2012	2,109 m ³ /d	74.8 %
2011	2,363 m ³ /d	83.9 %

CAPACITY ASSESSMENT

Steps have been taken to reduce the average daily flow to the plant, including addressing some inflow and infiltration areas of improvement, and proactively replacing existing infrastructure during street construction work.

The CofA describes actions to take to work towards re-rating the plant to a maximum of 3,500 m³/day. Sampling has been initiated per CofA suggestions to build a history of data to use towards this re-rating option.

- * **The owner was in conformance with the designed rated capacity for average daily flow into the sewage works.**

As described above, the average daily flow was within the current designed rated capacity of 2,818 m³/day for all years in the inspection review period.

- * **The owner of the sewage works had prepared a written statement certified by a Professional Engineer confirming that the proposed works were constructed in accordance with the Environmental Compliance Approval.**

A letter dated December 2, 2008, confirms the facilities at 651 Cork Street and 400 North Water Street were constructed in general conformance with the Certificate of Approval.

- * **Flow measuring devices were installed, calibrated and maintained in accordance with the requirements of the Environmental Compliance Approval.**

Condition 9(7) of the Certificate of Approval requires the installation and maintenance of a continuous flow measuring device to measure the effluent flowrate, with an accuracy to within plus or minus 15 percent of the actual flowrate. The effluent flow measuring device (Parshall flume with ultrasonic level detector) has been verified for accuracy on an annual schedule during the inspection review period.

- * **Flow rates were recorded at a frequency prescribed by the Environmental Compliance Approval.**

Condition 9(7) of the Certificate of Approval requires the effluent flowrate be recorded at a daily frequency. Records provided during the inspection showed that the flows were recorded as required.

TREATMENT PROCESSES

- * **The owner had ensured that all equipment was installed in accordance with the Environmental Compliance Approval.**
- * **The works, related equipment and appurtenances were being operated and maintained to achieve compliance prescribed by the Environmental Compliance Approval.**
- * **The operator-in-charge had ensured that all equipment used in the processes was monitored, maintained, inspected, tested and evaluated.**
- * **The owner/operating authority was able to demonstrate that best efforts were used to achieve the objectives listed in the Environmental Compliance Approval conditions.**
- * **The sewage works effluent was essentially free of foreign substances on the day of the inspection.**

EFFLUENT QUALITY AND QUANTITY

EFFLUENT QUALITY AND QUANTITY

- * **The sewage works effluent limits were prescribed by the Environmental Compliance Approval.**

In the CofA, Section 7, Effluent Limits, prescribes limits in Table 2 as follows:

EFFLUENT PARAMETER	CONCENTRATION LIMIT	LOADING LIMIT
CBOD5	12.5 mg/L	35 kg/d
Total Suspended Solids	12.5 mg/L	35 kg/d
Total Ammonia Nitrogen	Dec 1 - Apr 30 6.0 mg/L	17.0 kg/d
Total Ammonia Nitrogen	May 1 - Nov 30 2.5 mg/L	7.0 kg/d
Total Phosphorus	0.37 mg/L	1.05 kg/d
Free Chlorine Residual	0.02 mg/L	-
E. coli	200 counts/100 mL (monthly Geometric Mean Density)	

pH of the effluent to be maintained between 6.0 - 9.0, inclusive.

- * **The sewage works effluent sample results demonstrated compliance with BOD5 or CBOD5 limits prescribed by the Environmental Compliance Approval.**

Monthly average concentrations for CBOD5 were within the compliance limit of 12.5 mg/L and monthly loadings were within the limit of 35 kg/day.

- * **The sewage works effluent sample results demonstrated compliance with total suspended solids limits prescribed by the Environmental Compliance Approval.**

Monthly average concentrations for total suspended solids were within the compliance limit of 12.5 mg/L and monthly loadings were within the limit of 35 kg/day.

- * **The sewage works effluent sample results demonstrated compliance with total phosphorous limits prescribed by the Environmental Compliance Approval.**

Monthly average concentrations for total phosphorus were within the compliance limit of 0.37 mg/L and monthly loadings were within the limit of 1.05 kg/day.

- * **The sewage works effluent sample results demonstrated compliance with total ammonia/total ammonia nitrogen/un-ionized ammonia limits prescribed by the Environmental Compliance Approval.**

Monthly average concentrations for total ammonia nitrogen were within the compliance limits of 6.0 mg/L (December 1 - April 30) and 2.5 mg/L (May 1 - November 30). Monthly loadings were within the limits of 17.0 kg/day (December 1 - April 30) and 7.0 kg/day (May 1 - November 30).

- * **The sewage works effluent sample results demonstrated compliance with microbiological parameter limits prescribed by the Environmental Compliance Approval.**

E.coli levels were within the compliance limit of 200 counts/100 mL, expressed as a monthly Geometric Mean Density.

- * **The sewage works effluent sample results demonstrated compliance with additional limits prescribed by Environmental Compliance Approval.**

Effluent pH was maintained between the compliance range of 6.0 and 9.0.

EFFLUENT QUALITY AND QUANTITY

- * **The sewage works effluent sample results did not meet the effluent objectives stated in the Environmental Compliance Approval.**

Effluent Objectives are prescribed in Section 6, Table 1 of the CofA as follows:

EFFLUENT PARAMETER	CONCENTRATION OBJECTIVE	LOADING OBJECTIVE
CBOD5	6.0 mg/L	17.0 kg/d
Total Suspended Solids	10.0 mg/L	28.2 kg/d
Total Ammonia Nitrogen	Dec 1 - Apr 30 4.0 mg/L	17.0 kg/d
Total Ammonia Nitrogen	May 1 - Nov 30 1.5 mg/L	11.3 kg/d
Total Phosphorus	0.3 mg/L	0.85 kg/d
Free Chlorine Residual	0 mg/L	-
E. coli	100 counts/100 mL (monthly Geometric Mean Density)	

Best efforts to be used for pH of the effluent to be maintained between 6.5 - 8.5, inclusive.

For April 2012, the E.coli monthly Geometric Mean Density was 136 counts/100 mL, which is above the objective of 100 counts/100 mL. The objective was met for every other month of the inspection review period, and is not considered to be an ongoing issue. As such, no recommendations are suggested at this time.

- * **The inspector collected audit samples during the inspection.**

Audit sampling of the treated effluent occurred on June 1, 2015. The analytical results of the audit sampling was not available at the time of issuance of this inspection report. The results will be provided to the system owner and operating authority upon their availability.

MONITORING REQUIREMENTS

- * **The sampling requirements were prescribed by the Environmental Compliance Approval.**

CofA Condition 9, Monitoring and Recording, prescribes sampling requirements for this facility as follows:

INFLUENT MONITORING

Parameter	Sample Type	Frequency
BOD5	24-hr composite	Weekly
Total Suspended Solids	24-hr composite	Weekly
Total Phosphorus	24-hr composite	Weekly
Total Kjeldahl Nitrogen	24-hr composite	Weekly

EFFLUENT MONITORING

(Sampling point immediately after UV disinfection)

Parameters	Sample Type	Frequency
CBOD5	24-hr composite	Weekly
Total Suspended Solids	24-hr composite	Weekly
Total Phosphorus	24-hr composite	Weekly
Total Ammonia Nitrogen	24-hr composite	Weekly

MONITORING REQUIREMENTS

Nitrate Nitrogen	24-hr composite	Weekly
E.coli	Grab	Weekly
pH	Grab (on-site)	Weekly
Temperature	Grab (on-site)	Weekly

Section 11 of the CofA also includes a list of sampling locations and parameters to be used for data collection to support future re-rating of the plant. Township representatives have advised that this sampling program has been initiated by a consultant.

- * **All sewage works effluent sampling requirements prescribed by the Environmental Compliance Approval were met.**

- * **All sewage works influent (raw sewage) sampling requirements prescribed by the Environmental Compliance Approval were met.**

- * **The owner had maintained the monitoring records for the period prescribed by the Environmental Compliance Approval.**

Condition 9(8) of the CofA requires a three year retention period; records were found to be retained as required.

- * **The owner had maintained the monitoring records since the date of the last inspection.**

REPORTING REQUIREMENTS

- * **The reporting requirements were prescribed by an Environmental Compliance Approval.**

Condition 10 of the CofA outlines reporting requirements for this system, as follows:

- Ten days prior to the date of a planned by-pass and as soon as possible for an unplanned by-pass, written notification is required to the Safe Drinking Water Branch Supervisor.
- Effluent limit exceedances are to be reported to the Safe Drinking Water Branch Supervisor orally as soon as reasonably possible, and in writing within seven days after receipt of laboratory results.
- Reportable spills as per O.Reg. 675/98 are to be reported within ten business via a detailed written report to the Safe Drinking Water Branch Supervisor.
- Annual Performance Reports are to be submitted to the Safe Drinking Water Branch Supervisor by March 31 every year, and are to include the information outlined in Condition 10(5) of the CofA.

Condition 11 outlined the requirement for a Receiver Impact Assessment, to be submitted to the Safe Drinking Water Branch Supervisor and the Regional Compliance Manager, with respect to applying for re-rating the plant to 3,500 m³/day. This assessment report is not yet due for submission, however it is noted that the supporting sampling program has been initiated.

- * **All annual performance reports did not meet the submission and contents requirements of the Environmental Compliance Approval.**

The Annual Reports were found to contain the majority of the information required by Condition 10(5) of the CofA, however there were the following exceptions:

- An objective exceedance for E.coli that occurred in April 2012 was not properly identified within the report, as the section on effluent quality included a statement that all objectives were met during the year.

REPORTING REQUIREMENTS

- Loading information was not included in the reports for 2011, 2012, and 2013 as required. It is noted that loading information was included in the 2014 Annual Report, as part of ongoing improvements to the Annual Reports issued by OCWA.
- The pH objective range of 6.5 - 8.5 was not identified within the report.
- An outline of anticipated volumes of sludge to be generated in the next reporting period was not included.

REQUIRED ACTIONS: The owner of the system is required to ensure that future Annual Reports comply with the requirements of Section 10(5) of the CofA. The following points specifically identify certain areas for improvement:

- All objective exceedances must be clearly identified within the report.
 - The pH objective range of 6.5 - 8.5 shall be included in the report, along with the identification of pH values measured during the reporting period to sufficiently compare to the objectives and limits for this parameter, as compliance/conformance with pH limits/objectives is based on grab sample results rather than monthly averages.
 - An outline of anticipated volumes of sludge to be generated in the next reporting period must be included in the report. In addition, it is recommended that information be included regarding the volume of sludge transferred to the Mount Forest WWTP from the Arthur WWTP during the year being reporting on. Another suggestion is that it would be helpful to include more information on specific dates and volumes for sludge hauled throughout the year from the Mount Forest WWTP for land application.
- * **All reports were submitted in accordance with Ministry recommendations.**

This question is in relation to proactively submitted quarterly reports, as requested by the Ministry.

BYPASSES AND OVERFLOWS

- * **Bypasses/overflows had not occurred at the sewage works during the inspection period.**

BIOSOLIDS MANAGEMENT

- * **The owner of the facility had written contingency plans or other management methods in place to be used in the event that the facility's sludge storage capacity was not sufficient.**
- * **The sewage biosolids intended for land application were sampled in accordance with regulatory requirements.**

The CofA for this facility does not contain sampling or quality requirements for sludge or biosolids generated on site. As land application appeared to be at NASM (Non-Agricultural Source Materials) sites during the inspection review period, sampling was to occur such that two samples are taken during the two-month period before the biosolids transfer, and one of these samples must be taken in the one-month period before the transfer date. Biosolids sampling analysis results were available for review and samples appeared to be routinely collected and analyzed as required.

The assessment of sampling and materials for agricultural landuse in accordance with the "Guideline for the Utilization of Biosolids and Other Wastes on Agricultural Lands", or, the regulations under the Nutrient Management Act, are assessed through the ministry's nutrient management program administered by the ministry's Operations Division.

BIOSOLIDS MANAGEMENT

- * **The quality of sewage biosolids intended for land application complied with regulatory requirements.**

The CofA for this facility does not contain sampling or quality requirements for sludge or biosolids generated on site. Biosolids sampling analysis results were available for review and samples appeared to be routinely collected and analyzed as required.

The assessment of sampling and materials for agricultural landuse in accordance with the "Guideline for the Utilization of Biosolids and Other Wastes on Agricultural Lands", or, the regulations under the Nutrient Management Act, are assessed through the ministry's nutrient management program administered by the ministry's Operations Division.

- * **Testing for biosolids required by legislation was conducted by accredited laboratories.**

- * **The facility received sludge or biosolids from another location.**

In the CofA, under the "Sludge Digestion and Storage" section, the sludge digestion and storage facility is listed as being able to receive, digest, and store sludge from both the Arthur WWTP and the Mount Forest WWTP. A total of 906.5 m³ of sludge was transferred from the Arthur WWTP to the Mount Forest WWTP in 2011, which had been identified in the Arthur WWTP 2011 Annual Report.

- * **The owner had maintained haulage records for the biosolids transferred from the sewage works.**

- * **Records confirm that biosolids were transferred to a Ministry approved facility for disposal or utilization.**

The approval of sites receiving materials for agricultural landuse in accordance with the "Guideline for the Utilization of Biosolids and Other Wastes on Agricultural Lands", or, the regulations under the Nutrient Management Act (NMA), are assessed through the ministry's nutrient management program administered by the ministry's Operations Division and the Ministry of Agriculture, Food and Rural Affairs.

- * **Records confirm that biosolids were transported for disposal or utilization by Ministry approved haulers.**

- * **Biosolids audit samples were collected during the inspection.**

Biosolids audit sampling was conducted on June 1, 2015. The analytical results of the audit sampling was not available at the time of issuance of this inspection report. The results will be provided to the system owner and operating authority upon their availability.

CERTIFICATION AND TRAINING

- * **The classification certificates of the subsystems were conspicuously displayed at the workplace or at premises from which the subsystem was managed.**

Two classification certificates are in place for this system:

Certificate #5204: Mount Forest Water Pollution Control Plant Class 2, issued September 7, 2007.

Certificate #459: Mount Forest Collection System, Class 2.

- * **Operator licences were displayed in a conspicuous location at the workplace or at the premises from which the subsystem was managed.**

CERTIFICATION AND TRAINING

- * The overall responsible operator had been designated for the wastewater treatment and collection works.

Designation documentation is available at the treatment plant and at the OCWA office.

- * An adequately licensed operator was designated to act in place of the overall responsible operator when the overall responsible operator was unable to act.
- * All operators had the appropriate level of licences for the wastewater treatment and collection works.
- * Only licenced operators made adjustments to the treatment equipment.
- * Operators-in-charge were designated for the wastewater treatment plant and all associated collection works.
Other than Operators-In-Training, all certified operators are considered to be designated as operator-in-charge (OIC) while on shift.
- * The operator-in-charge ensured that records were maintained of all adjustments made to the processes within his or her responsibility.

LOGBOOKS

- * The logs and other record keeping mechanisms complied with the record keeping requirements.
- * Logs and other record keeping mechanisms were available for at least two (2) years.

OPERATIONS MANUALS

- * The operations and maintenance manuals met the requirements of the Environmental Compliance Approval.
Regarding the community wastewater complaints aspect of operations and maintenance manual requirements, the Township has recently formalized a procedure to ensure proper documentation of receipt and response to these complaints.
- * Operators and maintenance personnel had ready access to operations and maintenance manuals.
- * The operations and maintenance manuals contained up-to-date plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.

CONTINGENCY/EMERGENCY PLANNING

- * Spill containment was provided for the process chemicals and/or standby power generator fuel.

CONTINGENCY/EMERGENCY PLANNING

- * The owner had provided security measures for the facility.

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

1. All annual performance reports did not meet the submission and contents requirements of the Environmental Compliance Approval.

The Annual Reports were found to contain the majority of the information required by Condition 10(5) of the CofA, however there were the following exceptions:

- An objective exceedance for E.coli that occurred in April 2012 was not properly identified within the report, as the section on effluent quality included a statement that all objectives were met during the year.
- Loading information was not included in the reports for 2011, 2012, and 2013 as required. It is noted that loading information was included in the 2014 Annual Report, as part of ongoing improvements to the Annual Reports issued by OCWA.
- The pH objective range of 6.5 - 8.5 was not identified within the report.
- An outline of anticipated volumes of sludge to be generated in the next reporting period was not included.

Action(s) Required:

The owner of the system is required to ensure that future Annual Reports comply with the requirements of Section 10(5) of the CofA. The following points specifically identify certain areas for improvement:

- All objective exceedances must be clearly identified within the report.
- The pH objective range of 6.5 - 8.5 shall be included in the report, along with the identification of pH values measured during the reporting period to sufficiently compare to the objectives and limits for this parameter, as compliance/conformance with pH limits/objectives is based on grab sample results rather than monthly averages.
- An outline of anticipated volumes of sludge to be generated in the next reporting period must be included in the report. In addition, it is recommended that information be included regarding the volume of sludge transferred to the Mount Forest WWTP from the Arthur WWTP during the year being reporting on. Another suggestion is that it would be helpful to include more information on specific dates and volumes for sludge hauled throughout the year from the Mount Forest WWTP for land application.

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

1. The sewage works effluent sample results did not meet the effluent objectives stated in the Environmental Compliance Approval.

For April 2012, the E.coli monthly Geometric Mean Density was 136 counts/100 mL, which is above the objective of 100 counts/100 mL. The objective was met for every other month of the inspection review period, and is not considered to be an ongoing issue.

Recommendation:

No recommendations at this time, as this is not considered to be an ongoing issue.

SIGNATURES

Inspected By:

Martha Weber

Signature: (Provincial Officer):



Reviewed & Approved By:

Lisa Williamson

Signature: (Supervisor):



Review & Approval Date:

16-JUL-2015

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: MATTHEW ASTON
DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2015-057 BEING A REPORT ON THE AWARD OF
THE TOWNSHIP'S 2015 ASPHALT PROGRAM**

RECOMMENDATION

THAT Report PW 2015-057 being a report on the award of the Township's 2015 asphalt program be received;

AND FURTHER THAT the Council of the Township of Wellington North award the Township's 2015 asphalt program, tender # 2015-014, to The Murray Group at a net cost of \$506,888.95.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Report PW 2015-024 being a report on the Roads Department's 2015 capital program.

Report PW 2015-035 being a report on the Public Works Department's 2015 capital program.

BACKGROUND

Tender # 2015-014 was for the supply of labour, equipment and material to supply and place asphalt for three of the Township's 2015 capital projects – resurfacing of Line 10, resurfacing of Concession 4N and resurfacing of Perth Street.

A notice of the Township's "request for tender" was published in the Wellington Advertiser on July 3, 2015 with a closing date of Friday, July 27th. The Murray Group was the only bid taker and tender results are included as Schedule A.

The Murray Group has a local asphalt plant, off County Rd 6 on Minto Line 12, and has past experience working for the Township. The Murray Group has the ability, equipment and skill to provide this service for the Township.

FINANCIAL IMPLICATIONS

2015 Capital Cost:

Expense Acct	Description	2015 Approved Budget	Asphalt Cost
2-00-30-325-5290	Perth St	\$40,000	\$30,222.72
2-00-30-327-5290	Line 10	\$404,250	\$347,844.17
2-00-30-328-5290	Concession 4N	\$147,000	\$128,822.05
		\$591,250	\$506,888.95

Note – Road preparation cost (grinding, gravelling, etc.) remains outstanding.

STRATEGIC PLAN 2015 - 2018

The recently approved in principle Strategic Plan identifies Transportation and Infrastructure maintenance as Key Strategic Priorities. Awarding of this tender will align with these priorities “within the available resource base”.

PREPARED BY:

RECOMMENDED BY:

Matthew Aston

Michael Givens

**MATTHEW ASTON
DIRECTOR OF PUBLIC WORK**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

Schedule A – Tender Results




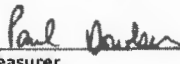
Township of Wellington North
 P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Tender No. 2015-014 Asphalt Program

July 27, 2015 - Township of Wellington North - Township Office - Kenilworth, ON.

	Contractor	Date/Time Received	Tender Price	Deposit
1	The Murray Group	July 27, 2015 12:16 PM	498,122.00 Pretax 506,888.95 Township Cost	70,000.00
2				
3				
4				
5				
6				

 M. Aston.
 Department Head

 Paul Dondos
 Treasurer

July 27, 2015
 Date



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF August 10, 2015**

**FROM: Barry Lavers
Director of Recreation Parks & Facilities**

**SUBJECT: Report RAC 2015- 007
Upper Grand Trailway Wellington Bridges**

RECOMMENDATION

THAT Report RAC 2015-007 being a report on establishing two pedestrian bridges on the Upper Grand Trailway Wellington be received for information

AND FURTHER THAT the Council of the Township of Wellington North permit the establishment of two pedestrian bridges along the Upper Grand Trailway Wellington east of Arthur

AND FURTHER THAT the Council of the Township of Wellington North direct the Upper Grand Trailway Wellington Sub Committee to follow all recommendations as outlined in the report dated July 24, 2015 from BM Ross Engineering

PREVIOUS REPORTS PERTINENT TO THIS MATTER

June 04, 2015 Upper Grand Trailway Wellington Sub Committee Mandate
June 22, 2015 Resolution 2015-277 Appointment of Sub Committee Members

BACKGROUND

At the Upper Grand Trailway Wellington Sub Committee meeting on July 15, 2015 there was discussion regarding the establishment of two pedestrian bridges along two separate watercourse portions of the trail located east of Arthur, On. Volunteer Trail Committee members secured two flatbed trailers with wheels removed to be used as bridges. Staff were directed to arrange an inspection of the proposed trailer(s). A site visit was held on July 22, 2015 with A. I. (Andy) Ross P. Eng, Paul Dowber, Barry Lavers and Jack Benham in attendance to view the watercourse location(s) and condition of the trailer(s). A report prepared by BM Ross is attached.

Township staff recognizes there is liability associated with any bridge structure and felt it appropriate to consult with a professional engineer prior to installation of the pedestrian bridges to limit risk to the Township and the Sub Committee.

The Committee Volunteers with the help of Wellington Heights Secondary students planted 600 trees in May and with further assistance will continue tree planting and kiosk construction in the fall. Fundraising efforts continue including a funding application being sent in to Farm Credit Canada.

STRATEGIC PLAN 2015-2018

The Township recently approved in principle Strategic Plan identifies the need “to explore new strategic partnerships where additional resources can be accessed in order to meet the service needs of our community (neighbours, service clubs, etc.)”. The Upper Grand Trailway Wellington Sub Committee is an example of this type of partnership.

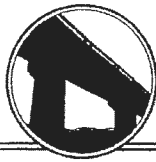
PREPARED BY:

RECOMMENDED BY:

Barry Lavers

**BARRY LAVERS
DIRECTOR OF RECREATION**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**



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. BR1182

July 24, 2015

Paul Dowber
Township of Wellington North
7490 Sideroad 7 W, Box 125
Kenilworth, ON N0G 2E0

Dear Sir:

Re: Rail Trail Bridges

At your request, BMROSS has reviewed a truck flatbed trailer proposed to be used as a pedestrian bridge on the rail trail east of Arthur. We wish to provide you with our observations, conclusions and recommendations in this matter.

Background

It is understood that the trail committee has acquired two used flatbed trailers, with wheels removed. Each is 14.6 m long. The Township is interested to know the structural suitability of these trailer frames as multi-use bridges. Although the trail committee may be developing the trail and these bridges, the Township is expecting to assume ownership and will expect to assume the liability as well.

The committee intends to create abutments at each end of each bridge from two precast concrete blocks, dug into the embankment.

Observations

On July 22, 2015, the undersigned attended one of the stream crossing sites where a trailer was stored, but not yet in place. The site was less than one kilometer west of Wellington Road 16. Also in attendance were yourself, Jack Benham, and Barry Lavers.

The trailer was available for viewing and measuring. It is primarily framed with two, 355 mm deep wide flange beams that have dimensions similar to rolled section W360x51. These two beams support cross stringers of 100 mm deep channels at 460 mm c/c. There are 200 mm channels on the sides but these are discontinuous so they do not contribute to the overall strength of the trailer, but do provide end support for the cross channels and as support for any edge railings. Railing post pockets are regularly welded to these outside channels.

The 355 mm deep beams are continuous for the back 11.0 m. The front 3.6 m of the trailer have beams that are only 230 mm deep. That is the portion of the trailer forward of the landing gear.

The one frame observed is in fair-to-good condition. There is mild surface rust and some flanges are bent from handling or impacts. Generally, the frame was well aligned. The deck planks are badly deteriorated or missing and it is understood that they are to be replaced.

There are rail pockets of steel tube at 610 mm c/c on each side. The tubes measure about 66 mm long and 42 mm wide.

Only the one trailer frame was reviewed. It is understood that the second one is of the same dimensions and condition. That being the case, any recommendations in this report would apply to the second trailer as well.

Design Criteria

The Canadian Highway Bridge Design Code, CAN/CSA S6-14, has design criteria for pedestrian bridges. These criteria are recommended for use in the application of these trailer frames as pedestrian bridges.

Uniformly distributed live load	4.0 kPa
Railing load horizontal	1.2 kN/m
Railing load vertical	1.2 kN/m
Live load factor	1.7
Maximum opening in railings	150 mm
Railing height – pedestrian only	1.05 m
Railing height – bicycles	1.37 m

Since the trail is of a rustic nature and an existing steel frame is proposed to be re-used, the deflection criteria for comfort was not checked.

Conclusions

The two steel beams, (wide flange, 355 mm deep), are sufficiently strong to carry normal pedestrian loads for a bearing span of 10.4 m (34 feet) and for the existing width of 2.31 m. This will require the portion of the deck with the thinner beams to be cut off or cantilevered beyond the abutments.

The proposed railing system of 2x6 posts placed in the existing steel pockets is not sufficient to resist the 1.2 kN/m design load. No wood posts that would fit in these pockets will meet the design criteria. Steel posts can be made to work.

Recommendations

The total bridge bearing span should be reduced to 10.4 m from center to center of abutments. The existing frame of beams, channels, and cross-channels should be maintained in existing conditions. Do not cut or modify the framing members. Components such as wheel posts or landing gear could be removed, if desired.

Since bicycle use is anticipated, the recommended railing height is 1.37 m above the finished deck. Remember to add the thickness of the deck planks when calculating the height of railing above the steel frame.

Railing posts will need to be made of metal since wood components fitting the post pockets is not strong enough. Calculations show that hollow structural section HSS38x38x4.8 has enough strength if mounted in every post pocket at 610 mm centers. The committee was hoping to avoid field welding. However, a flange could be shop-welded to each post to hold the post in the pocket without it dropping too deep. A set-bolt could be drilled through the bottom of each post to prevent pull-out. Rails and pickets could be made from 38 mm (1 ½ inch) dimension lumber, bolted to the steel posts.

Multi-Purpose Considerations

It is understood that considerations are being made to allow snowmobiles and all-terrain vehicles to use the bridges. Research has not revealed any specific load criteria for these uses. However, there could be effects on the bridge that warrant special considerations.

The mass of a machine and the speed with which they can travel can result in a much higher load applied to the railing in case a vehicle runs off-course. Instead of increasing the strength of the railings to accommodate this force, an alternative would be to have machine operators reduce speed to 10 km/hr. This speed limit will reduce the probability of an errant vehicle and reduce the impact force if a machine does veer into the railing. Speed limit signs could be posted at each end of the bridge.

Snowmobiles benefit from the use of toe-boards. These help to hold snow on the deck and deflect skis back onto the track.

Snowmobiles have cleats on their tracks that abrade the deck surface when the snow is thin. Sacrificial planks should be used to protect the main deck, or the deck needs to be scheduled for replacement sooner than would be expected from normal decay.

Limitations

The observations are limited to the one trailer and the conclusions can be extended to the second trailer if the dimensions and conditions are similar.

The precast block abutments have not been analyzed. As a rustic pedestrian bridge, some amount of settlement or frost heaving is tolerable. The blocks should be set level and embedded into the soil to prevent sliding. It can be expected that the steel frame may need to be jacked and shimmed from time-to-time and the concrete blocks may need re-setting to maintain a proper grade and alignment of the bridge.

No analysis was done of a deck surface. The cross channels are spaced at 460 mm, so they provide a substantial support platform. 20 mm exterior grade plywood or 38 mm planks should be sufficient provided all end joints are made over the flanges of the supporting channels.

The recommendations and conditions are based on materials in good condition. The Township will need to monitor structure elements and consider what effect corrosion or decay are having on the strength of the bridge.

It is recommended that the bridges be reviewed by a professional engineer when they are complete, or near complete, to ensure that they meet the criteria described.

Approvals

It is likely that the stream and its floodplain are in a regulated area and the project will be of interest to the Conservation Authority. You may wish to contact the Conservation Authority and ask if a permit is required.

Based on the new self assessment process of the Department of Fisheries and Oceans, which came into effect on November 25, 2013 through amendments to the Fisheries Act, clear span bridges do not require approval from DFO.

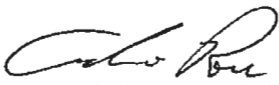
Please contact us if you have questions.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED



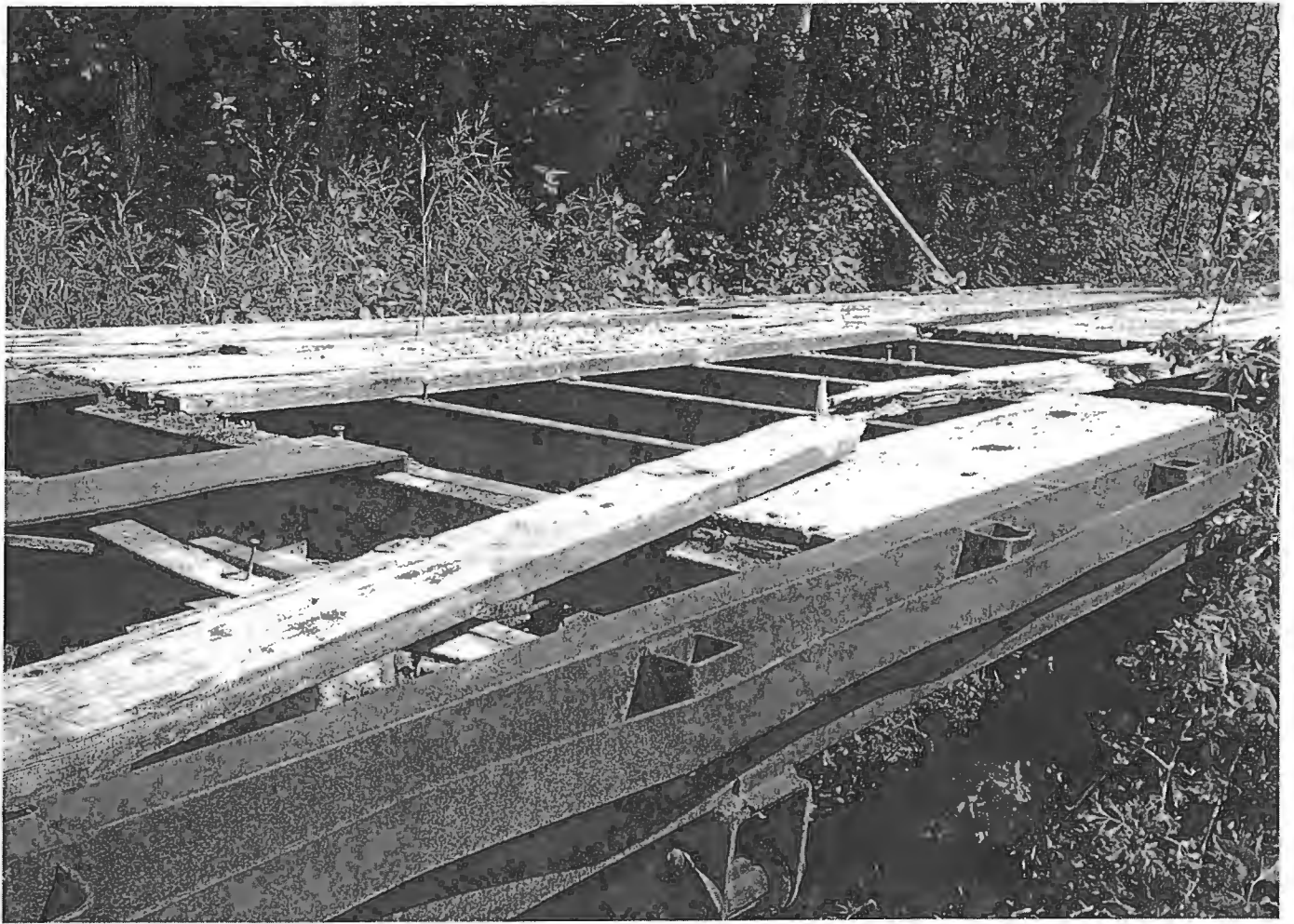
Per


A.I. Ross, P. Eng.

AIR:hv

c.c. Barry Lavers, Director of Recreation, Parks & Facilities









Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 10, 2015**

**FROM: MICHAEL GIVENS
CAO**

SUBJECT: CAO 2015-21 STORM EVENT 2015

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive for information report CAO 2015-21;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North waive or reimburse associated Township permit fees (building, demolition, road inspection) associated with demolition, repair and/or replacement of structures that were damaged as a result of the August 2, 2015 storm event.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The tornado and storm event of August 2nd had a significant impact on a number of properties in Wellington North. Council of the Township may wish to consider waiving Township fees associated with the resulting repairs and replacement of structures that the storm caused damage to.

I would ask Council to be aware that following the storm event, I made contact with a representative of the Insurance Bureau of Canada (IBC). Indications from the IBC are that "in the event of a total loss or damage involving structure, any permits required would be included in the claims settlement." Additionally, the replacement cost calculators used by brokers and insurers includes building permits in the calculation.

By choosing to waive the fees the Township would be in fact reducing the insurance claim amount for property owners that are proceeding through their home or farm insurance. Typically with other events like a fire, insurance companies have reimbursed the Township directly for the permit fees. Council may wish to consider adding a disclaimer to the recommendation, "where said fee is not covered by the insurance policy held by the property owner".

Township of Mapleton has passed a similar resolution.

FINANCIAL IMPLICATIONS

Current estimates indicate that permit fees to be waived would be approximately \$6500.00.

Township fees are structured to offset the staff and other administrative costs that are directly linked to the permit (i.e. building inspections).

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Michael Givens

Michael Givens

MICHAEL GIVENS CAO	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ADMINISTRATION/FINANCE COMMITTEE
MONDAY, JULY 20, 2015 AT 4:30 P.M.**

Present: Sherry Burke, Councillor, Chairperson, Administration and Finance
Andy Lennox, Mayor
Dan Yake, Councillor
Michael Givens, CAO
Karren Wallace, Clerk
Paul Dowber, Treasurer
Mary Jo Marshall, Deputy Treasurer
Cathy Conrad, Executive Assistant

Absent: Steve McCabe, Councillor

CALL THE MEETING TO ORDER

Chairperson Burke called the meeting to order.

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION A&F 2015-42

Moved by: Councillor Yake

Seconded by: Mayor Lennox

THAT the Agenda for the July 20, 2015 Administration & Finance Committee meeting be accepted and passed.

CARRIED

DECLARATION OF PECUNIARY INTEREST

None declared

DELEGATION

N/A

ADMINISTRATION

Report from Karren Wallace, Clerk

- CLK 2015-032 being a report on adoption of Wellington North Policies and Procedures

Direction was given to staff to bring forth a Council Vacancy Policy and a policy regarding staff management of harassment and abuse to which staff may be subject.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ADMINISTRATION/FINANCE COMMITTEE
MONDAY, JULY 20, 2015 AT 4:30 P.M.**

RESOLUTION A&F 2015-43

Moved by: Mayor Lennox

Seconded by: Councillor Yake

THAT the Administration and Finance Committee receive for information report CLK 2015-032 being a report on adoption of Wellington North Policies and Procedures;

AND FURTHER THAT the Administration and Finance Committee recommend that Council of the Township of Wellington North adopt the policies and procedures and renumber the policies in a consistent format;

AND FURTHER THAT Council authorize staff to update the policies and procedures from time to time as legislation, regulation or best practices dictate.

CARRIED

Report from Karren Wallace, Clerk

- CLK 2015-033 being a report on the Association of Clerks and Treasurers of Ontario 2015 annual conference

RESOLUTION A&F 2015-44

Moved by: Councillor Yake

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee receive report CLK 2015-033 being a report on the Association of Clerks and Treasurers of Ontario 2015 annual conference for information.

CARRIED

Report from Michael Givens, CAO

- CAO 2015-019 being a report on an Employee Assistance Program

RESOLUTION A&F 2015-45

Moved by: Mayor Lennox

Seconded by: Councillor Yake

THAT the Administration and Finance Committee of the Township of Wellington North receive for information report CAO 2015-19 Employee Assistance Program;

AND FURTHER THAT the Administration and Finance Committee direct Township staff to further investigate the costs associated with and options available for an effective Employee Assistance Program for all full-time staff;

AND FURTHER THAT the Administration and Finance Committee recommend to Council the implementation of an Employee Assistance Program for all full-time employees, regular part-time employees and volunteer firefighters.

CARRIED

Report from Michael Givens, CAO

CAO 2015-20 being a report on Community Growth Plan-Task Force

Direction was given to staff to identify skill set and aptitudes required for members of the task force and to advertise requesting interested individuals to submit a resume.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ADMINISTRATION/FINANCE COMMITTEE
MONDAY, JULY 20, 2015 AT 4:30 P.M.**

RESOLUTION A&F 2015-46

Moved by: Councillor Yake

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee of the Township of Wellington North receive for information report CAO 2015-20 Community Growth Plan-Task Force.

CARRIED

FINANCE

Report from Paul Dowber, Treasurer

- TR2015-11 Unsold Tax Sale Properties

RESOLUTION A&F 2015-47

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee of the Township of Wellington North receive Report TR2015-11 being a report on unsold tax sale properties in the Township of Wellington North;

AND FURTHER THAT the Administration and Finance Committee of the Township of Wellington North recommend to Council to authorize the Treasurer to vest properties with the roll 12-0180-00 to 12-018-03 on Frederick St. W. and 12-018-05 to 12-018-10 on Francis St. W. in the Village of Arthur into the ownership of the Township of Wellington North and that the outstanding taxes and penalties be written off as uncollectible.

CARRIED

Report from Paul Dowber, Treasurer

- YTD vs. Budget as of June 30, 2015

RESOLUTION A&F 2015-48

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee of the Township of Wellington North receive for information the Budget vs. Year to Date as of June 30, 2015.

CARRIED

Report from Paul Dowber, Treasurer

- TR2015-14 Citywide Usergroup Report

RESOLUTION A&F 2015-49

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee receive report TR2015-14 being a report on Public Sector Digest's User Group Forum 2015 for information.

CARRIED

100

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ADMINISTRATION/FINANCE COMMITTEE
MONDAY, JULY 20, 2015 AT 4:30 P.M.**

Report from Paul Dowber, Treasurer

- TR2015-15 being a report on the recommended engineering firm for the Cst. Rick Hopkins Bridge rehabilitation project

RESOLUTION A&F 2015-50

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT the Administration and Finance Committee receive Report TR2015-15 being a report on the recommended engineering firm for the Cst. Rick Hopkins Bridge rehabilitation project; AND FURTHER THAT the Administration and Finance Committee recommend to the Council of the Township of Wellington North to proceed with the BM Ross and Associates for engineering and project management services associated with the Cst. Rick Hopkins Bridge rehabilitation.

CARRIED

NEXT MEETING DATE

The next Administration and Finance Committee meeting will be September 21, 2015 at 4:30 p.m.

ADJOURNMENT

RESOLUTION A&F 2015-51

Moved by: Mayor Lennox

Seconded by: Councillor Burke

THAT the Administration & Finance Committee meeting of July 20, 2015 be adjourned at 5:55 p.m.

CARRIED



Drinking Water Source Protection Municipal Implementation Workshop

Target Audience:

*Municipal Councils, CAOs and Clerks
Chief Building Officials and Planning Staff
Public Works and Operations Staff*

Workshop topics:

*Drinking Water Source Protection Program Update
Municipal Responsibilities
Appointing Risk Management Officials
Land Use Activities*

Two Date Options

Friday, September 25, 2015
9:00 a.m. – 12:00 noon
Walkerton Arena Community Centre Hall
290 Durham Street
Walkerton ON

Tuesday, September 29, 2015
9:00 a.m. – 12:00 noon
Harry Lumley Bayshore Community Centre
1900 3rd Avenue East
Owen Sound ON

**Please RSVP to the Drinking Water Source Protection office at
519-470-3000 x 100 or n.guest@waterprotection.ca**



THE ROYAL CANADIAN LEGION
ONTARIO COMMAND
ZONE C-3

July 10, 2015

Office of the Township of Wellington North,
Mr. Andy Lennox,
7490 Side Road # 7 West,
Kenilworth, Ontario,
N0G 2E0.

Honorable Mayor Andy Lennox and Fellow Councilors:

On Behalf of myself and the officers of Zone C-3 of the Royal Canadian Legion, I would like to invite you to our Zone C-3 Fall Convention to be held at Branch 226 Arthur on Saturday September 12th, 2015.

We would be honoured to have you attend and enjoy a light lunch at 12:00 noon followed by the convention at 1:00 P.M.

We certainly hope you will be able to attend and look forward to your acquaintance.

Thanking you in advance,

John Dalley, Zone C-3 Commander
Cc: Daryl Minifie, C-3 Deputy Commander

/km

Zone C-3 Commander John Dalley

519-848-1106

dalley.john523@gmail.com

Natural Resources Conservation
Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 8M5
Telephone: 705-755-5375
Facsimile: 705-755-1971

Direction des politiques de conservation
des richesses naturelles
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 8M5
Téléphone : 705-755-5375
Télécopieur : 705-755-1971

TO: All Ontario Municipalities

RE: Notification of Environmental Registry Posting of the Conservation Authorities Act Review Discussion Paper

As part of the Ministry of Natural Resources and Forestry's (MNR) commitment to initiate a review of the *Conservation Authorities Act* including addressing roles, responsibilities and governance of conservation authorities in resource management and environmental protection, a discussion paper has been posted to the Environmental Registry to solicit feedback from other ministries, municipalities and stakeholders on the programs and services delivered by conservation authorities on behalf of the province and member municipalities.

The Discussion Paper can be viewed by going to the following link and searching for registry number 012-4509 <http://www.ebr.gov.on.ca/ERS-WEB-External/>. The discussion paper will be posted for a 90 day period. **The deadline for submitting comments is October 19th, 2015.**

The purpose of this discussion paper is to identify opportunities to improve the existing legislative, regulatory and policy framework that currently governs conservation authorities and the programs and services they deliver on behalf of the province, municipalities, and others.

While feedback on opportunities to enhance any aspect of the existing legislative and regulatory framework is welcome, the focus of the discussion paper is on the three overarching areas of:

1. *Governance* – the processes, structures, and accountability frameworks within the Act which direct conservation authority decision-making and operations;
2. *Funding mechanisms* – the mechanisms put in place by the Act to fund conservation authorities; and
3. *Roles and responsibilities* – the roles and associated responsibilities that the Act enables conservation authorities to undertake.

Municipal input in the review process is critical. A number of municipal listening sessions are currently being planned to provide municipal sector representatives with an opportunity to review and provide responses to the questions outlined within the discussion paper. These listening sessions are tentatively being planned for the following dates and locations:

- New Market (week of August 31st)
- London (week of September 7th)
- Ottawa (week of September 21st)
- Thunder Bay (week of September 28th)
- Sudbury (week of September 28th)

If you are interested in participating in any of these sessions, or require any additional information regarding this Environmental Posting please contact Mike Passey, Policy Advisor at 705-755-5877 or at mnrwaterpolicy@ontario.ca to identify which session(s) you are interested in attending. Interest in attending these sessions will help us determine specific dates and locations.

Yours truly,

Jennifer Keyes, Manager
Water Resources Section, Natural Resources Conservation Branch, Policy Division
Ministry of Natural Resources and Forestry

Mount Forest Motivators Toastmasters Club

Club # 1663- Area 65 – Division W – District 86

RECEIVED

Mayor Andy Lennox
Mount Forest, ONTARIO N0G 2L0

||| 23 2015

August 1, 2015

TWP. OF WELLINGTON NORTH

Dear Mayor Lennox,

October is "Toastmasters Month" and is acknowledged as such in many parts of the world.

I am writing to request that the Town of Mount Forest proclaim October 2015, as "Toastmasters Month" and that the proclamation be announced at a Town Council meeting and promoted on the Town website.

Toastmasters International is a non-profit organization, which has been teaching valuable communication and leadership skills to people around the globe for over 85 years. There are currently over 250,000 members in 12,500 clubs in 106 countries.

The Mount Forest Motivators Toastmasters Club has been an active member of the community for over twelve years. Our members take pride in their contributions to the development of skills benefiting the people of our Town and community. The Toastmasters' Speechcraft Course and the Youth Leadership Programs are well received in our community and achieve positive results in the participants.

Our club's accomplishments are far reaching as our club sponsored the club in Hanover ten years ago and Toastmasters of Hanover was represented at the World Championship Speech Competition in California by Gregory C. N. Smith. Gregory, a member of Toastmasters of Hanover, won at the District level and shared the stage as one of the best orators in the world in August 2010. Recently Mount Forest Motivators Toastmasters mentored the Stratford Toastmasters club for one year. These are just a few of area club achievements.

Thank you for your consideration and for your dedication to our community.

Sincerely,



Irma DeVries
VP of Public Relations,
Mount forest Motivators Toastmasters Club
519-338-3920
bondservant@xplornet.com

TOASTMASTERS INTERNATIONAL



July 10, 2015

The Honourable Charles Sousa
Minister of Finance
7 Queen's Park Crescent, 7th Floor
Toronto, ON M7A 1Y7

And

The Honourable Ted McMeekin
Minister of Municipal Affairs
777 Bay Street, 17th Floor
Toronto, ON M5G 2E5

Dear Sirs:

RE: Vacancy Rebate Program

Please be advised that on June 22, 2015, Haldimand County Council adopted the following resolution:

WHEREAS a Vacancy Rebate Program, as defined under Section 364 of The Municipal Act and Ontario Regulation 325/01, allows for property tax relief to be granted to eligible business properties when vacant for a minimum of 90 consecutive days;

AND WHEREAS Haldimand County does not believe that the Provincial legislation intended that local taxpayers bear the cost of a business/collective bargaining strategy when such "vacancy" is caused by a labour disruption, such as an employee lockout/strike;

AND WHEREAS a recent interim decision by the Assessment Review Board to allow for a vacancy tax rebate under these circumstances is precedent setting, unless overturned on appeal;

NOW THEREFORE BE IT RESOLVED THAT the Minister of Finance and Minister of Municipal Affairs be requested to review this legislation from a public policy perspective, to ensure that businesses are not eligible for a reduced property tax burden if the claimed "vacancy" is a result of a labour disruption;

AND THAT a copy of this resolution be forwarded to the following for their support:

- *M.P.P. Toby Barrett*
- *Association of Municipalities of Ontario (and for circulation to all member municipalities)*
- *City of Toronto*
- *Municipal Finance Officers Association*
- *Ontario Municipal Tax and Revenue Association*
- *Association of Municipal Managers, Clerks and Treasurers*
- *Municipal Property Assessment Corporation*
- *Ontario Federation of Labour*
- *Canadian Labour Congress*

Should you require further information, please contact Karen General, General Manager, Corporate Services at 905-318-5932 x 6321.

Yours truly,



Evelyn Eichenbaum
Clerk

EE/tc

cc M.P.P. Toby Barrett
Association of Municipalities of Ontario
City of Toronto
Municipal Finance Officers Association
Ontario Municipal Tax and Revenue Association
Association of Municipal Managers, Clerks and Treasurers
Municipal Property Assessment Corporation
Ontario Federation of Labour
Canadian Labour Congress
Mark Merritt, Treasurer, Haldimand County
Karen General



Randy Pettapiece, MPP

Perth-Wellington Constituency Office
Stratford, Ontario

Perth-Wellington

RECEIVED

July 23, 2015

JUL 27 2015

Karren Wallace
Clerk
Township of Wellington North
7490 Sideroad 7 West
Box 125
Kenilworth, ON N0G 2E0

TWP. OF WELLINGTON NORTH

Dear Ms. Wallace:

Re: Resolution for Fairness in Provincial Infrastructure Funds

I am writing to inform you of my upcoming private member's resolution in the Ontario legislature and to formally request your support. It reads as follows:

That, in the opinion of this House, the government should guarantee that government-held ridings and opposition-held ridings be given equal and transparent consideration on infrastructure funding, and that when funding decisions are made, should guarantee that all MPPs, whether in government or opposition, be given fair and equal advance notice of the official announcement.

The basis for my resolution is simple: When municipalities in Perth-Wellington apply for provincial infrastructure funding, you should expect that your application would be evaluated based on merit. You should expect that it would be evaluated promptly, based on well-defined and transparent criteria. Finally, you should expect that the decision to approve your application would never depend on your MPP's political stripe.

There is, after all, no such thing as Liberal, PC or NDP infrastructure money; there is only *public* money. That money comes from taxes that we all pay; everyone in the province should expect a similar quality of infrastructure and services, regardless of where they live.

Because municipalities rely on provincial partnerships to fund critical infrastructure projects, the consequences of provincial funding decisions can be far-reaching. The provincial government must respect this partnership and ensure that government and opposition-held ridings are given equal consideration when it comes to infrastructure investment decisions. Too often, however, there is at least a persistent perception that public infrastructure dollars have, in at least some cases, been directed according to politics and not according to need.

.../2



Having served as a municipal councillor in North Perth, I know that the process to apply for infrastructure funding is a major—and sometimes frustrating—undertaking. It often entails significant red tape and investments of staff time and resources. Before making those investments, municipalities need some assurance that, based on clear criteria, your application has a reasonable chance of success. You also need to know that your MPP will advocate on your behalf and, most importantly, decision-makers will be receptive to that advocacy no matter if the MPP serves in government or opposition.

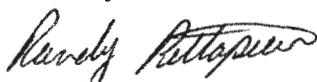
The final section of my resolution deals with infrastructure announcements themselves. These announcements must, I believe, be depoliticized in order to address the perception that opposition-held ridings are disadvantaged—or worse yet, being punished—for voting against the government.

If the Township of Wellington North supports the intent of my resolution, I would encourage you to consider passing a formal resolution to support it. If your Council decides to proceed in this way, I would appreciate receiving a copy of your resolution as soon as possible. Debate on this resolution is scheduled for October 8, 2015.

I would appreciate your views on this matter, and your own experience in the Township of Wellington North concerning access to provincial infrastructure funds. If you have any feedback on this issue, or if you require any additional information, please don't hesitate to contact me at 519-272-0660 or by email: randy.pettapiececo@pc.ola.org.

Thank you very much for your consideration.

Sincerely,



Randy Pettapiece, MPP
Perth-Wellington

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

BY-LAW NUMBER 056-15

**A BY-LAW TO SET THE RATES FOR 2015 TAXATION AND TO
PROVIDE FOR THE COLLECTION THEREOF AND TO REPEAL
BY-LAW NUMBER 040-15**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,
Sections 307, 308 and 312.

WHEREAS pursuant to Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class;

AND WHEREAS the Council of the Corporation of the Township of Wellington North has passed By-law Number 32-14 to adopt the estimates of all sums required during 2015 for the purposes of the municipality;

AND WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios;

AND WHEREAS the Council of the County of Wellington has passed By-law No. 5428-15 being a by-law to set tax ratios for the County of Wellington and for all local municipalities within the boundaries of the County for the year 2015 as follows:

Residential/Farm	1.000000
Multi Residential	1.890000
Commercial	1.460000
Industrial	2.400000
Pipeline	2.210000
Farmlands	0.250000
Managed Forests	0.250000

AND WHEREAS the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 75/15.

AND WHEREAS the Council of the County of Wellington has passed By-law Number 5519-15 being a by-law to adopt the estimates for the sums required during the year 2015 for general purposes for the County and By-law Number 5429-15 to establish tax rates for the same against the local municipalities;

AND WHEREAS the Council of the County of Wellington, in said By-law Number 5428-15 established tax rate reductions as follows

1. the vacant land, vacant units and excess land subclasses in the commercial property class is 30%
2. the vacant land, vacant units and excess land subclasses in the industrial property class is 35%

AND WHEREAS the Assessment Roll compiled in 2014 and upon which taxes for 2015 are to be levied, was received from the Municipal Property Assessment Corporation in December, 2014, the whole of the assessment for real property, according to the said last assessment roll, is as follows:

Residential/farm property class	837,011,688
Residential – Shared as PIL	64,750
Multi-residential property class	24,626,110
Commercial property class – full	74,142,957
Commercial property class – excess land	1,837,172
Commercial property class – vacant land	1,826,603
Industrial property class – full	24,307,248
Industrial property class – excess land	485,075
Industrial property class – vacant land	226,826
Large Industrial property class – full	13,087,750
Large Industrial property class-excess land	53,500
Industrial Hydro property class	73,021
Pipeline property class	3,696,248
Farmlands property class	466,205,497
Managed Forest property class	3,652,847
New Construction Commercial – full	7,811,424
New Construction Industrial – full	897,040

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

1. In this by-law;

“Property Classes” are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farmlands property class, and the managed forests property class.

“Township” means the Corporation of the Township of Wellington North.

2. That the sums to be raised by means of taxation for the year 2015 be as follows:

- a) for general municipal purposes a sum of \$6,491,207.
- b) for County purposes a sum of \$7,956,166.
- c) for education purposes a sum of \$3,423,941.

3. That there shall be levied and collected upon the whole assessment for real property, according to the last certified assessment roll, the rates of taxation for the year 2015 as set out below;

4.

Property Class	Own Purpose	County	Education
Res/Farm	.00529496	.00648995	.00195000
Res – Shared	.00724496	.00648995	
Multi-Res	.01000748	.01226600	.00195000
Commercial - full	.00773065	.00947532	.01026644
Commercial - excess	.00541145	.00663273	.00718651
Commercial - vacant	.00541145	.00663273	.00718651
Industrial - full	.01270791	.01557587	.01530000
Industrial - excess	.00826014	.01012432	.00994500
Industrial - vacant	.00826014	.01012432	.00994500
Industrial Hydro	.02800791	.01557587	
Large Industrial	.01270791	.01557587	.01530000
Large Indust - Excess	.00826014	.01012432	.00994500
Pipeline	.01170187	.01434278	.01530000

8. Taxes shall be payable by cash, cheque or debit at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address. Current taxes are also payable at most chartered banks and financial institutions, through the Internet, by telephone banking and pre-authorized payment plan.
9. Notwithstanding the provisions of the by-law, any additional taxes payable as a result of additions to the roll pursuant to the Assessment Act, R.S.O. 1990, Chapter A.31 shall be that portion of the amount of taxes which would have been levied for the current year if the assessment had been made in the usual way, and that portion shall be in ratio that the number of days remaining the current year bears to the number 365 and shall be entered in the Collector's Roll and collected in the same manner as if the assessment had been made in the usual way.
10. That the Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given indicated on the last revised Assessment Roll.
11. That failure to receive the aforesaid notice in advance of the date for payment of any instalment does not affect the timing of default or the date from which penalty shall be imposed.
12. A penalty of one and one quarter percent (1¼%) will be imposed for non payment of taxes on the first day of each calendar month thereafter the installment due dates in which default continues until December 31, 2015.
13. On all taxes in default on January 1, 2016, interest shall be added at the rate of one and one quarter percent (1¼%) per month for each month or fraction thereof in which default continues.
14. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
15. That in accordance with Section 347(1) of the Municipal Act, S.O. 2001, c. 25, as amended, the Collector be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time.

16. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
17. This by-law shall come into force on and take effect upon its final passing.
18. By-law 040-15 is hereby repealed.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF AUGUST, 2015.***

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

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

BY-LAW NUMBER 057-15

BEING A BY-LAW TO DECLARE THE OFFICE OF WARD 3 COUNCIL SEAT VACANT AND TO REQUIRE A BY-ELECTION TO FILL THE VACANCY IN THE TOWNSHIP OF WELLINGTON NORTH FOR THE OFFICE OF WARD 3

WHEREAS Section 259 of the *Municipal Act, 2001* establishes that the office of a member of council of a municipality becomes vacant upon the resignation of a of a member;

WHEREAS the Councillor for Ward 3 submitted his written resignation effective June 30, 2105;

WHEREAS Section 262 (1) of the *Municipal Act, 2001* states that if the office of a member of council becomes vacant council shall declare the office to be vacant at its next meeting;

WHEREAS Council declared the seat vacant at the July 13 meeting of Council;

WHEREAS Section 263 of the *Municipal Act, 2001* establishes that where a vacancy occurs in the office of a member of Council of a municipality, the Council may by by-law require that a by-election be held to fill the vacancy.

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

THAT the office of Ward 3 Council seat in the Township of Wellington North is hereby declared vacant;

AND FURTHER THAT a by-election be held to fill the vacant seat for the office of Ward 3 in the Township of Wellington North;

AND FURTHER THAT such by-election to be conducted in accordance with Section 65 of the *Municipal Elections Act*.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF AUGUST, 2015.

**ANDREW LENNOX
MAYOR**

**MICHAEL GIVENS
DEPUTY CLERK**

Karren Wallace
Clerk
Township of Wellington North
kwallace@wellington-north.com

July 21, 2015,

Dear Karren,

On behalf of the Mount Forest Kin Club I am writing to you to obtain permission from the Township to hold our annual Fall Road Toll.

As you may recall, this event is held on the Thanksgiving long weekend. This year we are proposing to run the event on the following days and times:

Friday October 9 – 4pm to 8 pm

Saturday October 10 - 8am to 1 pm

We are proposing to use the same routes and traffic control procedures as we successfully used in the spring (i.e., near the intersection of highway 6 and 89.)

I have arranged for our insurance company to fax you a copy of our insurance policy and to include the Township of Wellington North as “additional insured.”

If you have any questions please contact me at 519-884-0710 x3131 or email me (pbarnard@wlu.ca).

Thank-you

Paul Barnard
Risk Manager
Mount Forest Kin Club

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

BY-LAW NUMBER 058-15

BEING A BY-LAW TO PERMIT FUNDRAISING ACTIVITIES BY A CHARITABLE ORGANIZATION ON A ROADWAY UNDER THE SAFE STREETS ACT, S.O. 1999 IN THE TOWNSHIP OF WELLINGTON NORTH. (Mount Forest Kin Club Fall Road Toll – Main Street, Mount Forest)

AUTHORITY: Safe Streets Act, 1999, S.O. 1999, Chapter 8, as amended, Section 3(3).
Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 11(3)

WHEREAS Section 3(3) of the Safe Streets Act, 1999, S.O. 1999, Chapter 8, as amended, permits charitable organizations to conduct fund-raising activities on roadways where the maximum speed limit is 50 kilometres per hour, provided the activities are permitted by a by-law of the municipality in which the activities are conducted;

WHEREAS Section 11(3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides for passing of a by-law with respect to highways, including parking and traffic thereon for such period as shall be specified in the by-law;

AND WHEREAS the Mount Forest Kin Club is planning to hold their annual Fall Road Toll event on October 9, 2015 between the hours of 4:00 p.m. and 8:00 p.m. and on October 10, 2015 between the hours of 8:00 a.m. and 1:00 p.m.;

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

That the Mount Forest Kin Club is hereby permitted to hold their annual Fall Road Toll event on October 9, 2015 between the hours of 4:00 p.m. and 8:00 p.m. and on October 10, 2015 between the hours of 8:00 a.m. and 1:00 p.m. on Main Street South, Mount Forest between Queen Street and Parkside Drive; between Main Street and Fergus Street and between Main Street and John Street.

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 10TH DAY OF AUGUST, 2015.**

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

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

BY-LAW NUMBER 059-15

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE
NEW BUILDING CANADA FUND-SMALL COMMUNITIES FUND
AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO (as represented by the Minister of Agricultural,
Food and Rural Affairs “the Province”) 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 The Corporation of the Township of Wellington North and Her Majesty the Queen in Right of Ontario (as represented by the Minister of Agricultural, Food and Rural Affairs “the Province”) wish to enter into an agreement for the New Building Canada Fund-Small Communities Fund;

**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 Her Majesty the Queen in Right of Ontario (as represented by the Minister of Agricultural, Food and Rural Affairs “the Province”) in substantially the same form as the agreement attached hereto as Schedule “A”.

2. That the Mayor and the Chief Administrative Officer 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 10TH DAY OF AUGUST, 2015.**

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “**Recipient**”)

I. BACKGROUND

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,
Schedule “B” – Operational Requirements And Additional Terms and Conditions,

Schedule "C" – Project Description,
Schedule "D" – Project Financial Information,
Schedule "E" – Communications Protocol,
Schedule "F" – Reporting Requirements, and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) Agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister (A)		

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

**AFFIX
CORPORATE
SEAL**

Name:		Name:	
Title:		Title:	
Date:		Date:	

I/We have the authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and *vice versa*;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In this Agreement, the following terms will have the following meaning

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Conditions**” means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement and as treated or defined under Generally Accepted Accounting Principles.

“**Asset**” means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Canada**” means Her Majesty the Queen in Right of Canada.

“**Communications Protocol**” means the protocol set out under Schedule “E” of this Agreement.

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“**Effective Date**” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means those costs set out under section D.3 of Schedule “D” of this Agreement.

“**Event of Default**” has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

“**Expiration Date**” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“**FAA**” means the *Financial Administration Act*.

“**Failure**” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*.

“**Funding Year**” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money provided to the Recipient pursuant to this Agreement.

“**Holdback**” means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

“Ineligible Costs” means those costs set out under section D.4 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

“Project Completion Date” means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

“Project Investment Commitment” means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “F” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Expiration Of Agreement. This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.

1.4 Conflict. Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
- (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
- (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
- (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (e) It has secured the funds necessary to meet its Project Investment Commitment;
- (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.

2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for the Recipient;
- (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Decision-making mechanisms;
- (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Proof Of Compliance Upon Ontario's Request. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 THE RECIPIENT AND THE PROJECT

3.1 Project Investment Commitment. The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.

3.2 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.

3.3 Responsibility For The Project. The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

3.4 Project Completion. The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 Funds Provided.** The Province will:
- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
 - (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement;
 - (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.
- 4.2 Limitation On Payment Of Funds.** Despite section 4.1 of Schedule “A” of this Agreement:
- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule “A” of this Agreement;
 - (b) The Province is not obligated to provide any instalment or payment of Funds until it is satisfied with the progress of the Project;
 - (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 7 of Schedule “A” of this Agreement;
 - (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs, or
 - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule “A” of this Agreement;
 - (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
 - (ii) Recover Funds already paid to the Recipient, or
 - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule “A” of this Agreement;
 - (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient’s Final Report.
- 4.3 Use Of Funds And Project.** The Recipient will:
- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
 - (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
 - (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

- 4.4 Province And Canada's Role Limited To Providing Funds.** For greater clarity, the Province and Canada's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.
- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 5**RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

- 5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:
- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
 - (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.
- Without limiting the generality of the foregoing:
- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
 - (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.
- 5.2 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province see fit in connection with Article 7 of Schedule "A" of this Agreement.
- 5.3 Revenue From Assets.** The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceed its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, deem the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is Substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.
- 5.4 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule "B" of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule "A" of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule "B" of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule "A" of this Agreement does not limit any other remedies that the Province may have under this Agreement.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “F” of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2 *Records Maintenance.*** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 *Inspection.*** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section 7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 7.4 *Disclosure.*** To assist in respect of the rights set out under section 7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their

authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.

- 7.5 *No Control Of Records.*** No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- 7.6 *Auditor General.*** For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 8 COMMUNICATIONS

- 8.1 *Acknowledgement And Support.*** The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

ARTICLE 9 ADDITIONAL CONDITIONS

- 9.1 *Additional Conditions.*** The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

ARTICLE 10 ACCESS TO INFORMATION

- 10.1 *Access To Information.*** The Recipient acknowledges that the Province is bound by the *FIPPA* and that Canada is bound by the *Access to Information Act* (Canada).
- 10.2 *Disclosure Of Information.*** Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA*, the *Access to Information Act* (Canada) and any other Requirements of Law.

ARTICLE 11 INDEMNITY

- 11.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.

- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 12 INSURANCE

- 12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual liability coverage; and
 - (d) A thirty (30) day written notice of cancellation provision.
- 12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.
- 12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability, damages to property and injury to persons

(including death) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.
- 13.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 14 TERMINATION WHERE NO APPROPRIATION

- 14.1 Termination For Insufficient Funds.** If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 Consequences Of Termination For Insufficient Funds.** If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
 - (d) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b) of Schedule "A" of this Agreement.
- 14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 15
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds; or
 - (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity To Remedy. If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

- 15.5 *When Termination Effective.*** Termination under this Article 15 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE 16 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 *Funds At The End Of A Funding Year.*** Without limiting any rights of the Province under Article 15 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
 - (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 17 FUNDS UPON EXPIRY

- 17.1 *Funds Upon Expiry.*** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 18 REPAYMENT

- 18.1 *Repayment Of Overpayment.*** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 *Debt Due.*** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule “A” of this Agreement.

- 18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

ARTICLE 19 NOTICE

- 19.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 Notice Given.** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
 - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 Postal Disruption.** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
 - (b) The Province will provide Notice by email, personal delivery or fax.

ARTICLE 20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 21 SEVERABILITY OF PROVISIONS

- 21.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 22 WAIVER

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 23 INDEPENDENT PARTIES

- 23.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 24 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
- 24.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 25 GOVERNING LAW

- 25.1 *Governing Law.*** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 26 FURTHER ASSURANCES

- 26.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 27
JOINT AND SEVERAL LIABILITY

27.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 28
RIGHTS AND REMEDIES CUMULATIVE

28.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 29
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 *Recipient Acknowledges.* The Recipient acknowledges:

- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
- (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act (Ontario)*;
- (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 30
JOINT AUTHORSHIP

30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 31
FAILURE TO COMPLY WITH OTHER AGREEMENTS

31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 32
SURVIVAL

32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

[Rest Of Page Intentionally Left Blank – Schedule “B” Follows]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 – OPERATIONAL REQUIREMENTS

B.1.1 *Effective Date.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

B.1.2 *Expiration Date.* The Expiration Date of this Agreement is December 31, 2023.

B.1.3 *Project Approval Date.* The Project Approval Date is June 19, 2015.

B.1.4 *Project Completion Date.* The Project Completion Date is March 31, 2019.

B.1.5 *Disposal Of Assets.* There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.

B.1.6 *Asset Retention Period.* The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean a “municipality”, as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.

B.1.7 *Asset Retention Repayment Requirement.* The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.

B.1.8 *Submission Of Reports.* All Reports under this Agreement will be submitted to:

Name: Rural Programs Branch, Ministry of Agriculture, Food and Rural Affairs

Address: 1 Stone Road West, 4NW, Guelph, ON N1G 4Y2

Attention: Program Manager, SCF

Fax: 519-826-3398

Email: scf@ontario.ca

or any other person identified by the Province in writing.

B.1.9 *Insurance Amount.* The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Email: scf@ontario.ca
Subject Line:
SCF-0219 Notice Under Agreement

TO THE RECIPIENT

Name: Township of Wellington North
Address:
PO Box 125, 7490 Sideroad 7 West
Kenilworth, ON
N0G 2E0
Attention: Paul Dowber
Fax: 519-848-3228
Email: pdowber@wellington-north.com

or any other person identified by the Parties in writing through a Notice.

B.2 – ADDITIONAL CONDITIONS

B.2.1 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

B.2.2 Limit On Federal Funding. Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

[Rest Of Page Intentionally Left Blank – Appendix To Schedule "B" Follows]

APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

B.1 – PURPOSE AND DEFINITIONS

B.1.1 Purpose. This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

B.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty that the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

B.2 – RESPONSIBILITIES OF THE PROVINCE

B.2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

B.3 – RESPONSIBILITIES OF THE RECIPIENT

B.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of

- cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
 - (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
 - (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

B.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

B.3.3 Recipient Will Keep Records And Share Information. The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

B.3.4 Recipient Will Assist The Province. The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

B.4 – NO IMPLICIT ACKNOWLEDGEMENT

B.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule will be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

B.5 – GENERAL

B.5.1 No Substitution. This Schedule will be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by

Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

B.6 – NOTICE AND CONTACT

B.6.1 *Notices In Relation To Schedule.* All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 – PROJECT DESCRIPTION

The project is for the rehabilitation of Cst. Rick Hopkins Bridge. The work includes replacement of deck and railings, pavement, curbs and sidewalks.

SCHEDULE “D” PROJECT FINANCIAL INFORMATION

D.1 – FUNDING INFORMATION

D.1.1 Maximum Funds. The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to Nine Hundred Ninety-Two Thousand, Six Hundred Fifty-Two Dollars (\$992,652.00). This amount consists of the following:

Ontario’s Maximum Contribution	\$496,326.00
Canada’s Maximum Contribution	\$496,326.00
Maximum Funds are calculated based on the Project’s approved Total Eligible Costs	\$1,488,977.00

Percentage of Program Support

The Percentage of Program Support is fixed at 33% for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

D.1.2 Holdback. There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

D.2 – RECIPIENT’S FUNDING INFORMATION

D.2.1 Project Investment Commitment. The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

D.3 – ELIGIBLE COSTS

D.3.1 Eligible Costs. Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
 - (g) Auditing costs;
 - (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
 - i. It was not economically feasible to tender a Contract,
 - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
 - iii. The province has approved the arrangement beforehand;
 - (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
 - (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.4 – INELIGIBLE COSTS

D.4.1 Ineligible Costs. The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule “D” of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project without the Province’s prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
 - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
 - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
 - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both, and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and
- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project.

D.5 – PAYMENT OF FUNDS

D.5.1 *Payment Of Funds.* Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada’s approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

D.5.2 *Submission Of Claims.* The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule “F” of this Agreement.

D.5.3 *Claim Reimbursement.* Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

[Rest Of Page Intentionally Left Blank – Schedule “E” Follows]

SCHEDULE “E” COMMUNICATIONS PROTOCOL

E.1 PURPOSE OF SCHEDULE

E.1.1 Purpose Of Schedule. This Schedule describes the Recipient’s responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

E.2 GENERAL PRINCIPLES OF SCHEDULE

E.2.1 General Principles. The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act* (Canada); and
- (d) The Recipient:
 - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
 - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
 - (iii) Will get the Province and Canada’s approval for any references to the Province or Canada before said references are made.

E.3 EVENTS

E.3.1 Events. The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada’s availability and under no circumstances will an event take place without fifteen (15) Business Days’ notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

E.3.2 Written Communications For Events. All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province

and Canada under the Building Canada Fund – Small Communities Fund. The Province and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

E.4 SIGNS

E.4.1 *Installation Of Signs.* The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

E.4.2 *Removal Of Signs.* The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

E.4.3 *Costs Of Signs.* The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

E.5 PLAQUES

E.5.1 *Installation Of Plaque.* The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

E.5.2 *Costs Of Plaques.* The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES

E.6.1 *Eligible Costs Related To Communications Activities.* The Recipient will pay the costs of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

The costs of certain items, such as alcohol, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

SCHEDULE “F” REPORTING REQUIREMENTS

F.1 Reporting Requirements. The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement.
2.	Claim Report	In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year. NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	Within sixty (60) Business Days of when: <ul style="list-style-type: none"> • The Project construction is Substantially Completed; or • The Project Completion Date.
5.	Other Reports	On or before the date the Province directs.

[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]

F.2 – INITIAL PROJECT REPORT



New Building Canada Fund – Small Communities Fund

INITIAL PROJECT REPORT

Name of Recipient

Name of Project

Project Number

Events	Forecasted Date
Start Date of Project	
First Construction Tender Awarded	
Start Date of Construction	
End Date of Construction	
End Date of Project	

Expenditure Forecast Table

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16					
2016/17					
2017/18					
2018/19					
2019/20					
Total Eligible Costs (Less HST Rebate)					

NOTES:

1. Expenditures are only considered eligible after the Project Approval Date.
2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).

3. Please only include Net Eligible Expenditures -- total eligible costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the Project is complete, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Schedule B of the Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Attestation:

I, Click here to enter name of person who can bind the Recipient., confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: Click here to enter name.

Title: Click here to enter title.

Date: Click here to enter a date.

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.4 – PROGRESS REPORT



New Building Canada Fund – Small Communities Fund

PROGRESS REPORT

This report is due twice a year on May 15 and October 15.

Name of Recipient _____

Name of Project _____

Project Number _____

Estimated Percent of Project Completion _____

Events	Forecasted Date	Actual Date
Start Date of Project		
First Construction Tender Awarded		
Start Date of Construction		
End Date of Construction		
End Date of Project		
Federal Signage Installed		
Provincial Signage Installed		

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
Design / Engineering	Choose an item.	Click here to enter text.	Click here to enter date.
Site Preparation	Choose an item.	Click here to enter text.	Click here to enter date.
Construction	Choose an item.	Click here to enter text.	Click here to enter date.
Maintenance Holdback Period	Choose an item.	Click here to enter text.	Click here to enter date.
OVERALL PROJECT STATUS	Choose an item.	Click here to enter any general project status information not included above.	

***NOTE:** Each phase of the project should be noted in a separate chart.

Expenditure Forecast Table

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2016/17	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.
- Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
- Please only include Net Eligible Expenditures - total eligible costs less HST rebate. Enter the total eligible costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
- Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
- If the Project cannot be completed within the specified timeframes, please contact the Province.

Claims

Claims will be submitted a minimum of twice a year. The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as "stale-dated" and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

<p>Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.</i></p>
<p>Variance from original approved project (if any) <i>Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.</i></p>

NOTE: If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#) _____

Title: [Click here to enter title.](#) _____

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.5 – FINAL REPORT



New Building Canada Fund – Small Communities Fund

FINAL REPORT

Project No.: Enter #	Project Title: Click here to enter project title.
Date: Click here to enter a date.	Recipient Name: Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

* Forecasted date will be the first date submitted on your Project’s Initial Project Report.

Was the Project completed as per your application and Schedule “C” of the Agreement or by any amending agreement?

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “C” of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management		
Materials		
Construction		
Leasing of Equipment		
Communication Materials		
Miscellaneous		
GROSS ELIGIBLE COST		
Less HST Rebate		
TOTAL NET ELIGIBLE COST		

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

Funding Sources – List the source(s) and amount from that source that represents your portion of the project		
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

** Initial Amounts from your Project's Initial Project Report.

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

Project Benefits and Impacts

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. Was this Project (or the need for this Project), identified in one of the following documents? Please check all that apply			
<input type="checkbox"/> Asset Management Plan (if you check this box, please see Question 3). <input type="checkbox"/> Economic Development Plan and/or Strategy. <input type="checkbox"/> Business or market development plan? <input type="checkbox"/> Other? Please specify: _____			
3. FOR MUNICIPAL RECIPIENTS ONLY: As detailed in the asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
4. Did you encounter any barriers to completing your project?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe what they were and how you overcame them.			
5. Please indicate which of the following benefits have been experienced or are anticipated to occur as a result of the Project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Business retention and/or expansion and/or economic growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule "B" of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to the Province indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following: Yes No

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal Groups was provided to the Province. Yes No

The Province was made aware of any issue(s) identified by any Aboriginal Groups. Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Yes No

Groups was forwarded to the Province.

Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

Section 8. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule "C" of the Agreement or amending agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient's Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	Click here to enter name.
<i>TITLE:</i>	Click here to enter title.
<i>DATE:</i>	Click here to enter a date.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Section 9. Solemn Declaration of Substantial Completion
Must be completed by a Registered Engineer or Architect or a Municipal Official.



**New Building Canada Fund – Small Communities Fund (NBCF-SCF)
 Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on _____, 2015.

I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20__.

(Signature)

 Name:
 Title:

 Witness Name:
 Title:

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

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

BY-LAW NUMBER 060-15

**BEING A BY-LAW TO PRESCRIBE SPEED LIMITS FOR VARIOUS
HIGHWAYS UNDER THE JURISDICTION OF THE CORPORATION
OF THE TOWNSHIP OF WELLINGTON NORTH AND TO REPEAL
BY-LAWS 57-01, 90-20, 605 and 606**

WHEREAS subsection 128(2) of the *Highway Traffic Act*, R.S.O. 1990, c. H.8 as amended (the "HTA") authorizes the council of a municipality by by-law to prescribe a rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

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

1. The prescribed rate of speed for motor vehicles shall be the rate of speed for the portion of the highways described in Schedules A and B attached hereto and forming part of this By-law.
2. This by-law shall become effective as of the date of passing and signage has been installed pursuant to the HTA.
3. Every person who contravenes this by-law is guilty of an offence and on conviction is liable to a fine in accordance with subsection 128(14) of the HTA.
4. By-laws 57-01, 90-20, 605 and 606 are hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF AUGUST, 2015.**

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 060-15**

Schedule A

Maximum rate of speed – 50 kilometres per hour

1. Concession 11 for a distance of approximately 3/10 km. north and south of the intersection of Concession 11 and Sideroad 5W.
2. Sideroad 7W starting 5/10 of a km. west of King's Highway Number 6 to the intersection of Sideroad 7W and King's Highway Number 6.

Schedule B

Maximum rate of speed – 60 kilometres per hour

1. Concession 9 starting 7/10 km. north of the intersection of Concession 9 and Sideroad 9W, continuing north, for a distance of 7/10 of a km.
2. Sideroad 5E starting 8/10 of a km. east of Concession 6, continuing east, for a distance of 8/10 of a km.

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

BY-LAW NUMBER 061-15

**BEING A BY-LAW TO REPEAL BY-LAW 51-06 BEING A BY-LAW
TO ADOPT POLICIES AND PROCEDURES TO GOVERN
OCCUPATIONAL HEALTH AND SAFETY FOR MUNICIPAL
EMPLOYEES**

WHEREAS the the Corporation of the Township of Wellington North has adopted a new Occupational Health and Safety Policy, Policy No: 12.15 for the employees of the municipality;

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

1. That By-law 51-06 being a by-law to Adopt Policies and Procedures to govern occupational health and safety for municipal employees be repealed.
2. THAT this By-law shall come into effect on the date of its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF AUGUST, 2015.**

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

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

BY-LAW NUMBER 062-15

**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 1, Concession 11, former Town of
Mount Forest – Dorothy Robertson, Estate)**

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 3 – Mount Forest - to By-law 66-01 is amended by changing the zoning on lands described as Part Lot 1, Concession 11, former Town of Mount Forest, as illustrated on Schedule "A" attached to and forming part of this By-law, from Residential R2 and Future Development FD to Residential R2(H) and Future Development Holding FD(H).
2. That except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 66-01, as amended.
3. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Wellington North, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF AUGUST, 2015.**

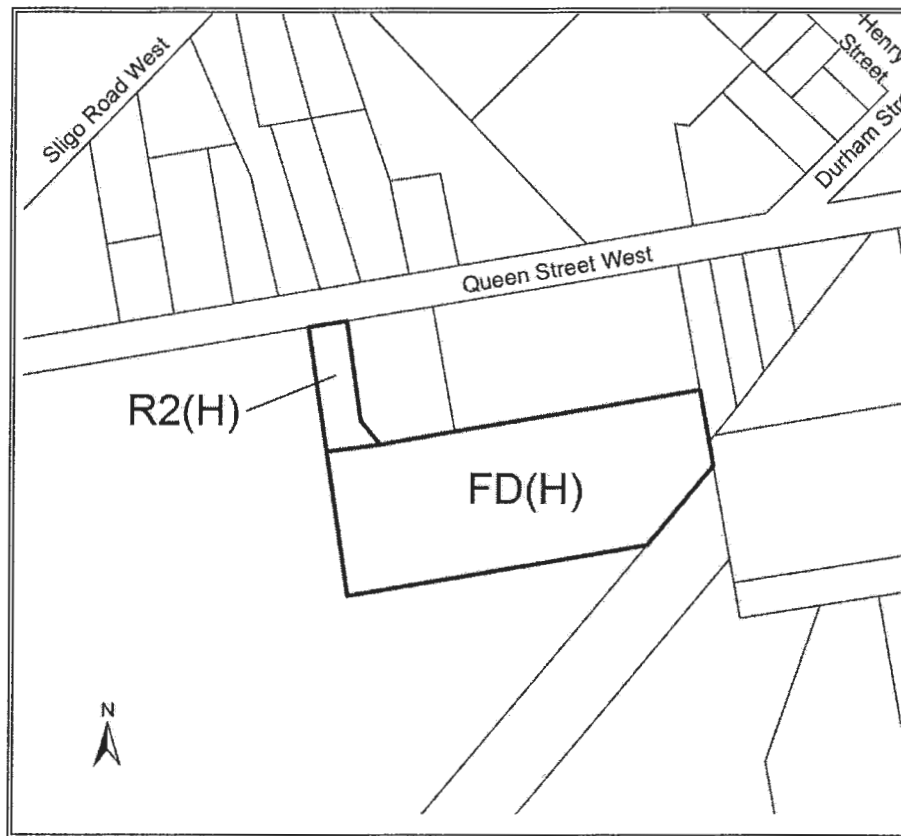
ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 062-15

Schedule "A"



Rezone from Residential R2 and Future Development FD
To Residential Holding R2(H) and Future Development Holding FD(H)

This is Schedule "A" to By-law No. 062-15
Passed this 10th day of August, 2015

ANDREW LENNOX, MAYOR

MICHAEL GIVENS, DEPUTY CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 062-15

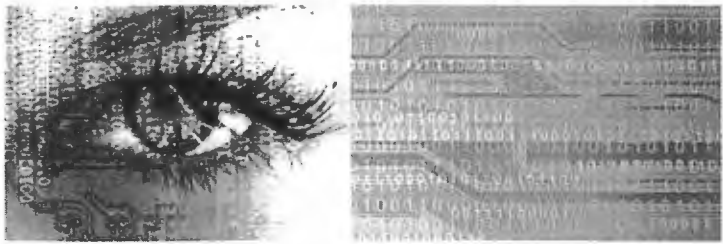
SUBJECT LAND

The property subject to the proposed amendment is described as Part Lot 1, Concession 11, former Town of Mount Forest. The land subject to the amendment is 1.72 hectares (4.25 acres) in size.

PURPOSE AND EFFECT

The purpose and effect of the application is to add a Holding (H) Zone to the subject lands to restrict development on the property until a comprehensive development plan for the lands has been submitted to the satisfaction of Council. This rezoning is a condition of severance application B40/14, that has been granted provisional consent by the Wellington County Land Division Committee.

AMO watchfile



July 16, 2015

In this issue

- Navigating the high road, high return approach to social media.
- What's on the agenda at the AMO Conference?
- How to better utilize investments for your municipal future.
- A Sewer and Water Line Warranty Service too good to refuse.
- Terry Fox Run Mayor's Challenge: raise \$1 per resident.

Eye on AMO/LAS Events

Join Brian Lambie of Redbrick Communications as he helps you chart the social media high road from the public relations perspective. This two-hour practical session on Sunday, August 16 in Niagara Falls will teach you to make prudent decisions about personal and professional plans, policies and use. [Register today!](#)

Looking for details on what's on the [programming agenda](#) at the 2015 AMO Conference? Details on keynotes, concurrents, add-on sessions, fundraising and more can now be found online. Don't miss out on this event of the year, register today!

Join LAS and MFOA staff to learn about the rules, options, and opportunities related to municipal investments, and the role investments can play in your day-to-day business, and long-term financial planning. [Seven sessions](#) are being offered this fall across the province.

LAS

The new LAS endorsed Sewer and Water Line Warranty Program provides residents a low cost warranty service to repair, replace, or restore sewer and water lines leading from the residence to the municipal line. To learn more, [view the video](#) on the LAS Sewer and Water Line Service webpage.

Municipal Matters*

The [Mayor of Port Coquitlam, B.C. challenges every municipality](#) to raise \$1 per resident in the 35th anniversary [Terry Fox Run](#) being held on September 20th. Please send results from your community to donna.white@terryfoxrun.org.

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](#)

[OMKN Ontario Municipal Knowledge Network](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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AMO watchfile



July 23, 2015

In this issue

- New Hydro One board announced by the Province.
- Help make municipal government interests a focus of the federal election.
- We're talking Risk Management this Fall!
- Cover Your Assets.
- AMO Social Media Workshop filling fast.
- Online course in Land Use Planning a "must view."
- Countdown to Conference has begun. Are you attending?
- Energy Finance Workshop registration now open.
- Sizable home & auto insurance discounts for Ontario's municipal sector.
- Cut energy costs without high capital investments.
- Career opportunity with Town of Lincoln.

Provincial Matters

The new Board will oversee the company as it prepares to become publicly traded. New legislation, now passed, enables net proceeds from Hydro One's Initial Public Offering to be held in the Trillium Trust to help finance priority infrastructure projects.

Federal Matters

Help make municipal issues front and centre. Join FCM's call for a federal leaders' debate which would bring unprecedented profile to key local issues so that all parties have a plan to work with municipal governments. A debate looks promising but add your voice to the call. Visit hometownproud.fcm.ca.

Eye on AMO/LAS Events

Municipalities are targets of litigation because they are publicly perceived as "deep pocket" defendants with unlimited resources. To control claims you must manage your risks. Learn how at the 3rd annual LAS/Frank Cowan Company Risk Management Symposium, Sept 30 and Oct 1 at Casino Rama, Orillia. Space is limited at this event, so do not delay – register today!

Cover Your Assets - A Primer on Municipal Asset Management is a work-at-your-own-pace online course that looks at defining asset management (AM), understanding the role of Council in AM, communicating with the public and more. Log-in to the AMO online portal today and find the fundamental information you need about asset management and how assets support municipal programs and services.

Join Brian Lambie of Redbrick Communications as he helps you chart the social media high road from the public relations perspective. This two-hour Social Media Workshop on Sunday, August 16 in Niagara Falls will teach you to make prudent decisions about personal and professional plans, policies and use. Register today!

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 today!

With a little more than three weeks until the AMO Conference, it is time to start planning your day. What sessions will you attend? Which keynotes do you need a front row seat for? Program details are available on our Conference site. Visit often as we release further details and [take a moment to register](#) if you have not done so already.

Practical [Energy Finance Workshop](#) will provide staff and councillors with the tools required to understand lifecycle costs of potential money-saving energy projects and how to position projects in asset management and other municipal strategic plans and objectives.

LAS

Discover the group buying power of Ontario's municipal sector. The LAS Home and Auto Insurance Program offers staff and elected officials significant discounts on personal home and auto insurance rates. Contact our [Program Partner](#) Cowan Insurance for a free, no obligation quote.

Managing your energy involves more than technological upgrades. Contact LAS today to book a comprehensive [employee engagement workshop](#) to address energy consumption behaviour in your town hall or other facility.

Careers

[Chief Administrative Officer - Town of Lincoln](#). For further information, email or call Tracey McQueen of Tim L. Dobbie Consulting Ltd. at tracey@tdobbie.com or 905.637.0000. To submit resumes email resumes@tdobbie.com prior to August 20th.

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AMO watchfile



July 30, 2015

In this issue

- AMO responds to *Municipal Elections Act* consultation, releases primer on ranked ballot voting.
- Need practical solutions for municipal risk management?
- Looking for a primer on municipal asset management?
- Why do municipalities need to plan?
- Countdown to Conference has begun. Are you attending?
- LAS Fuel Program offers more than just savings.

Provincial Matters

AMO has responded to the provincial government's *Municipal Elections Act Review* with recommendations to improve efficiency and simplify election administration as well as ensure that optional ranked ballot voting in local government elections is successful for municipalities implementing it. In addition, a primer to provide members information on ranked ballot voting is available. The Ministry of Municipal Affairs was accepting comments on the Review until July 27, 2015.

Eye on AMO/LAS Events

Need practical solutions for municipal risk management? Then join us at the 3rd annual LAS/Frank Cowan Company Risk Management Symposium, Sept 30 and Oct 1 at Casino Rama, Orillia. Municipalities are targets of litigation because they are publicly perceived as "deep pocket" defendants with unlimited resources. To control claims you must manage your risks. Learn how - register today!

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LAS

In addition to an average savings of 4 cents/L, municipalities also benefit from exceptional administrative support. Weekly price notifications, supplier invoice verification, and single itemized purchase period invoices are just some of the many ways the LAS Fuel Program goes the extra mile. Discover for yourself why buying from LAS is more than just buying fuel.

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Grand River Conservation Authority General Membership Meeting

Friday, June 26, 2015

The following are the minutes of the General Membership Meeting held at 9:30 a.m. on Friday, June 26, 2015 at the Administration Center, Cambridge, Ontario.

Members Present:

J. Mitchell, Chair, L. Armstrong, B. Banbury, B. Bell, B. Coleman, B. Corbett, S. Foxton, G. Gardhouse, H. Jowett, Cindy Lunau*, G. Lorentz, F. Morison*, D. Neumann, J. Nowak, V. Prendergast, W. Roth, M. Salisbury, P. Salter, S. Shantz, S. Simons, W. Stauch, G. Stojanovic, C. White, G. Wicke

Members Regrets:

K. Linton

Staff:

J. Farwell, K. Murch, D. Bennett, D. Boyd, N. Davy, S. Lawson, S. Radoja, D. Schultz, M. Keller, F. Natolochny, B. Parrott

Also Present:

Not applicable

1. Call to Order:

J. Mitchell, Chair, called the meeting to order 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 22 members present. A total of 24 members attended the meeting.

3. Chair's Remarks:

J. Mitchell welcomed members, staff and guests and made the following comments:

- J. Mitchell observed the passing of Grand River Conservation Authority member W. Wettlaufer. She indicated that she would forego any remarks so that the meeting could proceed and those wishing to attend his funeral could be available to do so.

*C. Lunau and F. Morison joined the meeting at 9:35 a.m.

4. Review of Agenda:

The following items were added to the agenda:

- Item 12 m) - Report GM-06-15-70 – Foundation Member Appointments
- Item 16 – Grand River Conservation Foundation Grants
- Item 17 – Union Negotiations Update

5. Declarations of Pecuniary Interest:

There were no declarations of pecuniary interest made in relation to the matters to be dealt with.

6. Minutes of the Previous Meeting:

General Membership Meeting – May 22, 2015

There were no questions or comments with respect to the minutes of the General Membership Meeting of May 22, 2015.

Moved by: B. Corbett
 Seconded by: J. Nowak
 (Carried)

THAT the Minutes of the General Membership Meeting of May 22, 2015 be approved as circulated.

7. Business Arising from Previous Minutes:

None

8. Hearing of Delegations:

None

9. Presentations:

None

10. Correspondence:

a) Copies for members

i) tripadvisor – 2015 Certificate of Excellence – Elora Gorge Conservation Area

J. Mitchell congratulated staff with respect to this achievement.

- b) Not copied

None

Moved by: S. Foxton
Seconded by: L. Armstrong
(Carried)

THAT the tripadvisor - 2015 Certificate of Excellence for Elora Gorge Conservation Area be received as information.

11. 1st and 2nd Reading of By-Laws:

None

12. Presentation of Reports:

- a) **GM-06-15-58** Financial Summary for the Period Ending May 31, 2015

There were no questions or comments with respect to this report.

Resolution 69-15

Moved by: G. Wicke
Seconded by: P. Salter
(Carried)

THAT the Financial Summary for the Period Ending May 31, 2015 be approved.

- b) **GM-06-15-59** 2015 Vehicle Purchase Tender Results

B. Corbett asked why there were so few tenders. D. Bennett said receiving very few responses to vehicle tenders is common and the proponents are dealerships with active fleet programs. B. Corbett asked if staff felt that the tenders were competitive. D. Bennett responded in the affirmative.

Resolution 70-15

Moved by: J. Nowak
Seconded by: C. White
(Carried)

THAT Grand River Conservation Authority accept the tenders for the purchase of three ½ Ton Pickup Trucks Regular Cab (2WD), one ¾ Ton Pickup Truck Regular Cab (4WD) and one ¾ Ton Pickup Truck Extended Cab (4WD) from Bennett GM for a total amount of \$141,126.00 (excluding HST) and one SUV / Crossover vehicle from Parkway Ford Sales Ltd. in the amount of \$25,620.00 (excluding HST).

- c) **GM-06-15-60** Operation Pollinator Garden at Guelph Lake – Pond Construction Tender Results

S. Simons asked why there was such a discrepancy in tender amounts. D. Bennett said that he felt the larger firms involved had a large amount of work and the low bidder was anxious to get work in this area.

Resolution 71-15

Moved by: S. Foxton

Seconded by: B. Coleman

(Carried)

THAT the Grand River Conservation Authority awards the tender for the *Operation Pollinator Garden at Guelph Lake* pond construction to TDI International of Guelph, Ontario in the amount of \$96,436.35 excluding HST.

AND THAT a budget of \$106,086.35 is approved for the *Operation Pollinator Garden at Guelph Lake* pond construction project.

d) **GM-06-15-61** Canada 150 Infrastructure Program

There were no questions or comments with respect to this report.

Resolution 72-15

Moved by: J. Nowak

Seconded by: G. Gardhouse

(Carried)

THAT the following projects be endorsed by the General Membership, subject to confirmation of funding from the Canada 150 Infrastructure Program:

- Renovation of Apps' Mill Nature Centre
- Renovation of Kay Marston Pavilion at Elora Gorge Conservation Area
- Rehabilitation of the FWR Dickson Nature Trail and Boardwalk

AND THAT the GRCA's share of the funding for these projects be included in the Capital Forecast and Budgets in 2015, 2016, 2017 and 2018, with the sources of this funding to be finalized during the budget deliberations.

e) **GM-06-15-61** Parkhill Dam Hydro Project – Feed-in-Tariff Program

B. Coleman asked whether staff was going to apply for additional points for aboriginal involvement. He said that Brant County was successful by entering into a corporate arrangement. D. Boyd said that staff would not recommend this because it would require the creation of a separate corporation.

Resolution 73-15

Moved by: V. Prendergast
Seconded by: S. Shantz
(Carried)

THAT a Feed-in-Tariff (FIT) 4.0 application be submitted to the Independent Electrical System Operator (IESO) for the proposed Parkhill Dam hydro project;

AND THAT the rate used in the Parkhill Dam FIT 4.0 Application is in accordance with direction given to staff by the General Membership;

AND THAT staff be authorized to enter into a contract with the Independent Electrical System Operator (IESO) if a contract is offered at a rate that provides an acceptable return on investment, as established by the General Membership.

- f) **GM-06-15-63** Cash and Investments Status Report as at May 31, 2015

There were no questions or comments with respect to this report.

Resolution 74-15

Moved by: S. Simons
Seconded by: S. Shantz
(Carried)

THAT Report GM-06-15-63 – Cash and Investments Status Report as at May 31, 2015 be received as information.

- g) **GM-06-15-64** Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations

G. Lorentz noted that there were permit applications from numbered companies. He said that without the names of the principals the members would not know whether to declare a conflict. He also said that the Region of Waterloo includes the names of the principals of a corporation. N. Davy said that she would look into this. The Chair reminded the members that the recommendation is to receive the report as information and the members do not approve the permits.

Resolution 75-15

Moved by: V. Prendergast
Seconded by: G. Wicke
(Carried)

THAT Report GM-06-15-64 - Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations be received as information.

- h) **GM-06-15-65** Environmental Assessments

There were no questions or comments with respect to this report.

Resolution 76-15

Moved by: B. Coleman
Seconded by: S. Foxton
(Carried)

THAT Report GM-06-15-65 – Environmental Assessments be received as information.

- i) GM-06-15-66 Water Management Plan – 2014 Report on Actions

There were no questions or comments with respect to this report.

Resolution 77-15

Moved by: B. Corbett
Seconded by: W. Roth
(Carried)

THAT Report GM-06-15-66 – Water Management Plan – 2014 Report on Actions be received as information.

- j) **GM-06-15-67** Grand River Trail Discussion

M. Salisbury said he would be interested in seeing a loop trail as opposed to a linear trail.

Resolution 78-15

Moved by: S. Simons
Seconded by: P. Salter
(Carried)

THAT Report GM-06-67 – Grand River Trail Discussion be received as information.

- k) GM-06-15-68 Snyder's Flats Off-Leash Dog Park

S. Shantz asked when the members could expect the next report. D. Bennett responded that the next report would be presented in the Fall.

Resolution 79-15

Moved by: S. Foxton
Seconded by: B. Banbury
(Carried)

THAT Report GM-06-15-68 – Snyder's Flats Off-Leash Dog Park be received as information.

- l) GM-06-15-69 Current Watershed Conditions as of June 23, 2015

There were no questions or comments with respect to this report.

Resolution 80-15

Moved by: G. Stojanovic
Seconded by: G. Wicke
(Carried)

THAT Report GM-06-15-69 – Current Watershed Conditions as of June 23, 2015 be received as information.

m) GM-06-15-70 Foundation Member Appointments

There were no questions or comments with respect to this report.

Resolution 81-15

Moved by: D. Neumann
Seconded by: C. White
(Carried)

THAT the following members be re-appointed to the Grand River Conservation Foundation for a term of three years (renewable for one further three year term):

- James den Ouden
- Paul General
- John Whitney

AND THAT the following member be re-appointed to the Grand River Conservation Foundation for a term of three years:

- Joy O'Donnell

AND THAT the following new member be appointed to the Grand River Conservation Foundation for a term of three years (renewable for two further three year terms):

- Joel Doherty

AND THAT the following new member be appointed to the Grand River Conservation Foundation for a term of one year (renewable for two further three year terms):

- Floyd Davis

13. Committee of the Whole:

None

14. General Business:

a) SR-05-15-01 Report of the Special Recognition Committee

There were no questions or comments with respect to this report.

Resolution 82-15

Moved by: D. Neumann
Seconded by: C. White
(Carried)

THAT the Report of the Special Recognition Committee with respect to its meeting on May 22, 2015 be approved.

15. 3rd Reading of By-Laws:

None

16. Other Business:

- a) S. Simons advised the members that she recently presented Grand River Conservation Foundation Community Conservation Grants to the Holy Family School in Paris and the Branlyn Community School in Brantford.
- b) P. Salter advised the members that she presented grants to four schools: two in Guelph, one in Rockwood and one in Arthur.
- c) J. Mitchell advised the members that she presented a grant to the Edna Staebler School in Waterloo.
- d) W. Stauch advised the members that a statue of war poet John McCrae was recently unveiled in Ottawa. John McCrae's hometown was Guelph and he penned "In Flanders Fields". The statue is by renowned sculptor Ruth Abernethy who has a studio near Wellesley.

17. Closed Meeting: (motion required pursuant to Section 36 of By-Law 1-2013)

Resolution 83-15

Moved by: H. Jowett
Seconded by: L. Armstrong
(Carried)

THAT the meeting adjourn into closed session to provide direction to staff regarding bid-down price for Parkhill Dam FIT 4.0 application and to update the members with respect to Union negotiations.

The meeting adjourned at 9:50 a.m.

The meeting reconvened at 10:05 a.m.

18. Next Meetings:

- General Membership Meeting
Friday, July 24, 2015 – 9:30 a.m.
Auditorium/Boardroom, Administration Centre, Cambridge

to be followed by Special Recognition Committee

- General Membership Meeting
Friday, August 28, 2015 – 9:30 a.m.
Auditorium/Boardroom, Administration Centre, Cambridge

19. Adjourn

The meeting adjourned at 10:10 a.m.

20. Grand River Source Protection Authority Meeting (if required)

Chair

Secretary-Treasurer

SAUGEEN VALLEY
CONSERVATION
AUTHORITY

MINUTES

Conservation through Cooperation

MEETING: Board of Directors
DATE: Thursday, May 28, 2015
TIME: 7:00pm
LOCATION: Administration Office, Formosa

CHAIR: Luke Charbonneau

DIRECTORS PRESENT: Robert Buckle, Maureen Couture, Barbara Dobreen, John Eccles, Brian Gamble, Wilf Gamble, Dan Gieruszak, Stewart Halliday, Steve McCabe, Mike Smith, Andrew White.

DIRECTORS ABSENT, WITH REGRET: Kevin Eccles, Dan Kerr, Sue Paterson

OTHERS PRESENT: Wayne Brohman, General Manager/Secretary-Treasurer
Janice Hagan, Recording Secretary
Erik Downing, Manager, Environmental Planning & Regulations
Jim Penner, Manager, Forestry
Member of the Press

Chair Luke Charbonneau called the meeting to order at 7:42 pm, following the Source Protection Authority Board Meeting.

1. ADOPTION OF AGENDA

MOTION #G15-36

Moved by Brian Gamble
Seconded by Mike Smith
THAT the agenda be adopted as presented.

Carried

2. DECLARATION OF PECUNIARY INTEREST

No persons declared a conflict of pecuniary interest relative to any item on the agenda.

3. MINUTES OF BOARD OF DIRECTORS MEETING – March 26, 2015

MOTION #G15-37

Moved by Andrew White

Seconded by Barbara Dobreen

THAT the minutes of the Board of Directors meeting, held on March 26, 2015, be adopted as circulated.

Carried

4. MINUTES OF THE FORESTRY COMMITTEE MEETING – March 26, 2015

MOTION #G15-38

Moved by Mike Smith

Seconded by Andrew White

THAT the minutes of the Forestry Committee, held on March 26, 2015, be received as presented.

Carried

5. PRESENTATION: LAKE HURON CENTRE FOR COASTAL CONSERVATION

Due to a last minute scheduling conflict, Pamela Scharfe was unable to attend the Board of Directors meeting.

6. MATTERS ARISING FROM THE MINUTES

Continued Implementation of Goal #2 of the Strategic Plan

Wayne Brohman presented the Review of Planning and Regulations Department and highlighted several areas to become priorities, including written department policies, and file tracking. Mr. Charbonneau commended Mr. Brohman on his efforts to improve relationships between the Planning & Regulations Department and the Public. Mr. Brohman will prepare a status report for the Board, July 23, 2015.

Communication to Municipalities where 50 metre buffer applies and the desire to commence dialogue on setting priorities around development of regulation mapping

The Board was made aware of correspondence that had been recently sent to the Municipalities regarding Regulation Mapping. The letter explained the importance of the mapping and encourages the Municipalities to designate a staff member to be a part of a working group which will be established for the purpose of providing updates to Councils. A copy of this letter, Re: Regulation Mapping, is appended to the office copy of these minutes.

Appropriateness of the 50 metre screening buffer

Erik Downing shared with the Board, the intent of the Planning & Regulation Department to survey all new files to determine the impact of the 50 metre screening area rule. The department will gather the data and he will present its findings to the Board in the new year.

Communication to municipalities regarding the necessity for SVCA to comment on Municipal Zoning by-laws.

The summary of the zoning comments query is as follows:

Municipality	Response:
Arran-Elderslie	
Brockton	
Chatsworth	
Grey Highlands	
Hanover	Eliminate
Howick	Keep
Huron-Kinloss	Eliminate
Kincardine	
Minto	
Morris-Turnberry	
Saugeen Shores	Eliminate
South Bruce	Eliminate
Southgate	Eliminate
Wellington North	
West Grey	Eliminate

Mr. Brohman would like to have a decision from the Board regarding zoning comments at the Board of Directors meeting, July 23, and a larger survey sample would be beneficial. Board members from municipalities that had not yet responded were encouraged to follow up with their municipalities.

Alternate Power Source for Remote Sensing Stations.

Mr. Brohman reviewed the report that had been submitted by Les McKay, Manager, Information Technology. SVCA staff plan to replace the hydro source in 2-3 of its Remote Sensing Stations with solar power this year to test the efficiency and workability of the new system. If this trial is successful, the remaining stations will be changed over in the following year.

7. CORRESPONDENCE

Email from Grant Collins, Drainage Superintendent, Township of Huron-Kinloss expressing his appreciation to the SVCA for sponsoring a bus to enable the tour of the storm water management sites was **noted and filed**.

Email from Peg Schieck, Clerk's Assistant, Town of Minto, expressing appreciation on behalf of the Town of Minto for the presentation by the SVCA at the Council Meeting was **noted and filed**.

Letter from the Town of Hanover regarding SVCA Zoning Comments was **noted and filed**.

Letter from the Township of Huron-Kinloss regarding SVCA Zoning Comments was **noted and filed**.

Letter from the Municipality of South Bruce regarding SVCA Zoning Comments was **noted and filed**.

Email from the Township of Howick regarding SVCA Zoning Comments was **noted and filed**.

Letter from the Municipality of West Grey regarding SVCA Zoning Comments was **noted and filed**.

Letter from the Township of Southgate regarding SVCA Zoning Comments was **noted and filed**.

Letter from the Town of Saugeen Shores regarding SVCA Zoning Comments was **noted and filed**.

8. REPORTS

Finance Report #8a

MOTION #G15-39

Moved by Stewart Halliday

Seconded by Wilf Gamble

THAT the Financial Report to April 30, 2015 be accepted as distributed and further;

THAT the Accounts Payable, totaling \$410,056.21 be approved as distributed.

Carried

Program Reports #8b

MOTION #G15-40

Moved by Maureen Couture

Seconded by Robert Buckle

THAT the Program Report be adopted as presented.

Carried

Fish Stocking Report #8c

MOTION #G15-41

Moved by Barbara Dobreen

Seconded by Steve McCabe

THAT Authority Staff is directed to send a letter of appreciation to the Ministry of Natural Resources and Forestry, and in particular to Jody Scheifley, management biologist, Owen Sound Field office, in recognition of their efforts this year in stocking fish at the Allan Park, Durham, and Bell's Lake Conservation Areas.

Carried

Forestry Management Year End Report (2014) & Workplan (2015)

Mr. Brohman explained that this report is updated and presented each year by the Forestry Department and is evidence of how SVCA Staff take seriously the resources of our own property.

Conservation Ontario AGM

This report is for information purposes and highlights significant discussions from the Conservation Ontario Council Meeting attended by Wayne Brohman.

Bill 66: Proposed Great Lakes Protection Act

This report is for information purposes to share with the Board comments regarding the Proposed Great Lakes Protection Act. Mr. Brohman explained that this Board may have opportunity to give input into the Bill.

Children's Safety Village update

Mr. Brohman updated the Board on the Building & Property Committee's research on the SVCSV proposal to lease the Sulphur Spring Administration Building, Resource Centre, and surrounding property. Several issues and questions remain relating to the septic system, SVCA access to the Admin building, and operating costs. Mr. Charbonneau says that it is the intention of the Committee to resolve these issues before making recommendations to the Board.

Lockerby Dam Removal Tenders

SVCA received the following four tender submittals for removal of the Lockerby Dam:

- | | |
|-------------------------|--------------|
| - Van Driel Excavating | \$149,720.69 |
| - Ackert Construction | 197,846.00 |
| - Moorefield Excavation | 243,974.00 |
| - Bridge Excavating | 154,460.00 |

Jeff Graham, P. Eng., Engineering Consultants Ltd., has recommended that the low bidder VanDriel Excavating, be awarded the contract. The following documents are appended to the office copy of these minutes:

- Lockerby Dam Tender Results
- Letter of Recommendation, Engineering Consultants Ltd
- Lockerby Dam Removal Funding

MOTION #G15-42

Moved by Barbara Dobrean

Seconded by Steve McCabe

THAT, upon the recommendation of the consulting firm of G.S.S. Engineering, the firm of VanDriel Excavating Inc. of Clinton be approved as the successful tenderer and be awarded the contract for the Lockerby Dam Decommissioning, as per their tender received May 27, 2015 conditional upon the SVCA receiving the Ontario Ministry of Natural Resources and Forestry Work Permit and the Authority satisfactorily addressing the archaeological review related to the alternate access route.

Carried

A coffee break was called at 9:05pm.

Chair Luke Charbonneau called the meeting back to order at 9:15pm

9. Approximate Regulation & Screening Mapping on SVCA website.

Erik Downing gave a presentation on the new mapping that has been uploaded to SVCA website. He emphasized that the Regulation has not changed, but we have added a tool for the public to use to assist the public in the permit process. Mr. Charbonneau congratulated Mr. Downing and SVCA staff on this accomplishment.

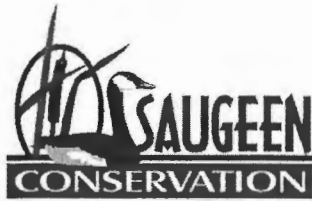
10. NEW BUSINESS

- Mr. Brohman reminded the Directors that he is available to attend Municipal Council meetings, to answer any questions that members may have regarding SVCA.
- Saugeen Bluffs RFP – There has been no response at this time. Decisions on the future of the Saugeen Bluffs campground should be made at the next Board meeting, July 23, 2015
- Property Committee will be meeting with the Saugeen Conservation Foundation to discuss the proposal to move the Maple Syrup Festival from the Bluffs to Sulphur Spring. The SVCF is suggesting that this would eliminate some of the costs, especially bussing and snow removal.

There being no further business, the meeting adjourned at 9:40pm on motion of Maureen Couture.

Luke Charbonneau
Chair

Janice Hagan
Recording Secretary



1078 Bruce Road 12, P.O. Box 150, Formosa ON Canada N0G 1W0
Tel 519-367-3040, Fax 519-367-3041, publicinfo@svca.on.ca, www.svca.on.ca

July 29, 2015

Municipal Clerks and CAO's

Re: Saugeen Valley Conservation Authority Zoning Comments

We are writing in reference to an April 8th letter that was sent to your municipality with respect to SVCA comments provided in our permit and general enquiry letters. A copy of that letter is attached for your reference.

A large majority of responses to the April letter indicated a municipal preference for SVCA to stop providing the zoning comments noted in the letter. After consideration and discussion, the Board of SVCA at its Board meeting on July 23rd passed the following motion: "That the SVCA Planning & Regulations staff be instructed to cease zoning comments in all permit and general enquiry letters." Accordingly, commencing July 28th those zoning comments will no longer be included in SVCA permit and general enquiry letters.

We ask that you kindly pass on this decision to your municipal Chief Building Official representative and appropriate Planning staff.

SVCA comments to Planning Act applications and other Planning Act matters is a separate process pursuant to the Planning Act and SVCA comments for those matters will continue.

Please do not hesitate to contact SVCA should you require clarification on this issue.

Sincerely,

Wayne Brohman
General Manager/Secretary-Treasurer



Watershed Member Municipalities
Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands,
Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce,
Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North,
Town of Saugeen Shores, Township of Southgate, Municipality of West Grey



1078 Bruce Road 12, P.O. Box 150, Formosa ON Canada N0G 1W0
Tel 519-367-3040, Fax 519-367-3041, publicinfo@svca.on.ca, www.svca.on.ca

April 8, 2015

The Honorable Andy Lennox, Mayor of the Township of Wellington North,
And Members of the Wellington North Council
7490 Sideroad 7 W, PO Box 125,
Kenilworth, Ontario N0G 2E0

Re: Saugeen Valley Conservation Authority Zoning Comments

Dear Mayor Lennox and Members of the Council:

Saugeen Valley Conservation Authority ("SVCA") has been undertaking a review of its Planning & Regulations procedures. As part of that review we are looking at zoning comments that we provide in our permit and general enquiry letters.

Specifically, we would like to know from our member municipalities if they want SVCA to continue to provide those zoning comments or if the preference is for us to stop providing zoning comments.

We would very much appreciate if you would take a few moments to let us know your thoughts on whether or not we should continue providing zoning comments in our correspondence. Your response will be helpful in guiding our Board of Directors in their decision regarding zoning comments.

SVCA comments to Planning Act Applications are not part of the current review as that is a separate process pursuant to the Planning Act and Planning Services Agreements between SVCA and our member municipalities. Accordingly we are not seeking municipal comments on that aspect of what we do.

Thank you for your time. We look forward to your response.

Sincerely,

Wayne Brohman
General Manager / Secretary - Treasurer

Erik Downing
Manager, Environmental Planning & Regulations



Watershed Member Municipalities

Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands, Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce, Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North, Town of Saugeen Shores, Township of Southgate, Municipality of West Grey

Board of Directors Meeting #5/15

May 20, 2015

- DIRECTORS PRESENT:** Art Versteeg, Jim Campbell, Deb Shewfelt, Alison Lobb, Alvin McLellan, Matt Duncan, Paul Gowing, David Turton, Bob Burtenshaw
- ABSENT WITH REGRETS:** Wilf Gamble, Roger Watt
- STAFF PRESENT:** Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Stephen Jackson, Flood/Erosion Safety Coordinator
Stewart Lockie, Conservation Areas Coordinator
Geoff King, Stewardship Services Coordinator

1. Call to Order

Chair Art Versteeg called the meeting to order at 7:00 pm welcomed everyone and announced that Directors Wilf Gamble and Roger Watt will not be in attendance this evening.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Maitland Source Protection Authority

Motion FA #54/15

Moved by: Deb Shewfelt

Seconded by: David Turton

THAT the Maitland Valley Conservation Authority Board of Directors move into a Maitland Source Protection Authority meeting.

(carried)



4. Minutes

The minutes from the Board of Directors meeting #4/15 held on April 15, 2015 have been circulated to the Directors for their information and approval. There is a revision to remove the statement "*There were no Directors' reports*" under Directors' Reports on page 2. The Directors agreed with the amendment to the minutes and the following motion was made.

Motion FA #55/15

Moved by: Alvin McLellan

Seconded by: Matt Duncan

THAT the minutes from the Board of Directors meeting #4/15 held on April 15, 2015 be approved as amended.

(carried)

5. Business out of the Minutes

- a) Key Messages for Government Relations Tour: **Report #28/15** (attached)

This motion was passed at the April 15, 2015 Board meeting; "**THAT** a tour be organized for candidates in Huron-Bruce and Perth-Wellington ridings for the upcoming Federal election and MPPs in July or August to outline the type of disaster mitigation program that is needed in rural Ontario; **AND THAT** staff present an outline for the tour and key messages to the Board at the May meeting.

Phil Beard, GM/ST presented this report to outline and seek direction on the key messages, agenda, location and date for a tour.

The Directors feel that featuring a successful project as that of the Listowel Conduit would be an ideal model to exemplify disaster mitigation. Either July 28th or 29th from 10am-12pm and following up at the North Perth Municipal office is the preference for the meeting. With this discussion, the following motion was made.

Motion FA #56/15

THAT staff schedule a tour meeting inviting Federal candidates and MPPs Lisa Thompson and Randy Pettapiece; **AND THAT** the report presented be used to establish the outline and key messages to convey the importance of disaster mitigation during this meeting.

Moved by: Alison Lobb

Seconded by: Matt Duncan

(carried)

6. Business Requiring Direction

- a) Revisions to Board Agendas: **Report #29/15** (attached)

This report was presented by Phil Beard, GM/ST to obtain direction on the proposed restructuring of the board meeting agenda.

The Directors were pleased with the proposed new format and wish to have the opportunity to separate items from the consent agenda for further discussion as needed.

Motion FA #57/15

Moved by: Paul Gowing

Seconded by: Bob Burtenshaw

THAT report #29/15 be implemented as presented for the outline of future board meetings while scheduling special items such as delegations, hearings, audit and guest presentations at the beginning; **AND THAT** MSPA items be moved to the end of the agenda.

(carried)

- b) Direction on Board/Director Administration Policy/Procedures: **Report #30/15**
(attached)

Presented by Phil Beard GM/ST, this report proposes changes to MVCA's Administrative Regulations and Procedures Manual to align with MVCA circumstances. This change to procedures on page 10, number 49 has been made to the report since it was printed. Remove the statement "(add as well as the 2nd Vice Chair)".

The Directors agreed with the report and asked to refrain from adding the 2nd Vice Chair as a signing requirement along with allowing the GM/ST to sign land rental agreements and other project funding agreements. The Directors continue to expect to be notified of all agreements through a board report.

This motion followed.

Motion FA #58/15

Moved by: Jim Campbell

Seconded by: Paul Gowing

THAT the proposed revisions to MVCA's Administrative Regulations and Procedures Manual be accepted as outlined in report #30/15 and amended as discussed.

(carried)

Further discussion continued around administrative regulations and procedures and the Directors decided to have a Board of Directors' policy handbook. This motion followed.

Motion FA #59/15

Moved by: Alison Lobb

Seconded by: David Turton

THAT staff develop an MVCA Board of Directors' policy handbook using the Upper Thames River Conservation Authority handbook as a template.

(carried)

- c) MVCA Involvement in 2016 & 2017 International Plowing Matches: **Report #31/15**
(attached)

Communications Coordinator Jayne Thompson presented this report to gain direction on MVCA's involvement at the IPM in 2016 and 2017.

The Directors feel it is important for MVCA's presence at both the 2016 and 2017 IPM as it is rare opportunity to connect with many watershed residents in one location. Since funding hasn't been set aside, it is expected reserve revenue as well as a lot of staff time would be required for this event. The Directors are willing to seek out other possible funding sources such as the HCW Community Fund.

Motion FA #60/15

Moved by:

Seconded by:

THAT MVCA plan to attend the IPMs in 2016 to be held in Harriston and 2017 in Walton; **AND THAT** staff begin to make preparations such as bookings for these events.

(carried)

d) Maitland Low Water Response Team: **Report #32/15** (attached)

Presented by Stephen Jackson Flood/Erosion Safety Coordinator, the purpose of this report was to gain direction on the formation of a Low Water Response Team for the Ontario Low Water Response Program.

This motion followed.

Motion FA #61/15

Moved by:

Seconded by:

THAT MVCA develop a low water response team that consists of the Chair, Vice-Chair and Second Vice as voting members and the Flood and Erosion Safety Services Representative and Stewardship Services Representative as non-voting members, along with two watershed municipal representatives who are major water dischargers to the river system and two private "Permit to Take Water Holders" who take water from the Maitland River; **AND THAT** seats remain vacant until they can be filled if representatives cannot be found and interviewed for by the Chair and Vice Chair when there is an abundance of representative applicants.

(carried)

e) Letter from Mrs. M. Douglas: Re: Possible Property Donation-Minto: **Report #39/15** (attached)

Presented by Phil Beard GM/ST, this report was presented to the Board to determine interest or acceptance of the proposed donation of land.

If the donation is accepted, MVCA will pay taxes on this property and have a lot of restoration and ongoing maintenance. The location isn't adjacent to any other watershed property.

At this time, Deb Shewfelt made a motion to table this item for further discussion at a future Board meeting. This motion was withdrawn and therefore was not seconded nor carried.

Motion FA #62/15

Moved by: Bob Burtenshaw

Seconded by: Alison Lobb

THAT MVCA decline the property donation offer as outlined in report #39/15; **AND THAT** Phil Beard, GM/ST contact Mrs. Douglas to notify her of this decision.

(carried)

7. Presentation: 2015 Work Plan Progress Report: Report #33/15 (attached)

Jayne Thompson Communications Coordinator presented this report to outline the progress made thus far on the 2015 work plan.

The Directors said this was a great report and they were pleased with the format and would like to continue receiving progress reports on workplan updates from one presenter while having all coordinators present for questions as necessary.

8. Reports

a) Chair's Report

The dinner auction held by MCF in April was a successful evening. The foundation meets in June and will be settling the figures from this event.

The Gorrie Park had their clean up and it is looking good and the trees are progressing.

The Conservation Ontario teleconference meeting was held and there is progress being made.

The Gorrie Mill had their clean up and it is evident that the building continues to deteriorate. There is a high need to move forward with this project so it doesn't become a bigger problem.

b) Directors' Reports

Paul Gowing reported concern from a Huron East resident upstream of the Brussels millpond who feels there is riverbank erosion and loss of trees and would like to discuss these concerns with MVCA. Conservation Areas Coordinator Stewart Lockie will contact the landowner to discuss the concerns.

9. Consent Agenda:

The sources and purposes of the following items are outlined in each individual report that has been circulated to the Board of Directors. The Directors have the opportunity to discuss any or all of these items in further detail after their review.

- a) 2015 Budget Update: **Report #34/15** (attached)
- b) Revenue/Expenditure Report for April: **Report #35/15** (attached)
- c) Maitland Watershed Resiliency Challenge Update: **Report #36/15** (attached)
- d) Maitland Watershed Partnerships Forum Summary: **Report #37/15** (attached)
- e) Correspondence: For Directors' Information
 - i) Letter from Lakefront Residents at Meneset: **Report #38/15** (attached)
 - ii) Listowel Banner – North Perth Article on Climate Change (attached)

- iii) Letter from Township of Wellington North thanking MVCA for their presentation to Council
- iv) Letter from Town of Goderich approving 2015 General Levy
- v) 2015 Conservation Authorities Biennial Tour Registration (attached)

Discussion from the correspondence of the lakefront residents at Meneset outlined in report #38/15 arose. Stephen Jackson, Water Resources Engineer noted the high risk at Meneset on the Lake and there is a process for moving trailers.

Following discussion, this motion was made.

Motion FA #63/15

Moved by: Alison Lobb

Seconded by: Matt Duncan

THAT reports #34/15 through #38/15 and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

10. Review of Meeting Objectives/Follow-up Actions/Next meeting: June 17, 2015 7:00pm

The meeting objectives outlined in the agenda were reiterated by Chair Art Versteeg and were met. There weren't sufficient business items to hold a meeting in June, therefore the next Board meeting will be held at the MVCA office on July 15, 2015 at 7:00 pm. There will be a tour meeting of the Garvey Glenn Watershed with ACW Council and MVCA staff and Directors on June 17th, 2015 beginning at 2:00 pm.

11. Adjournment

The meeting adjourned at 9:02 pm with this motion.

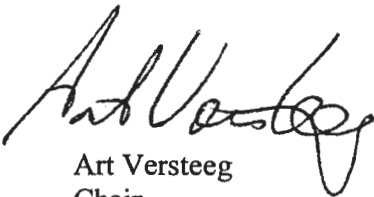
Motion FA #64/15

Moved by: Alison Lobb

Seconded by: Paul Gowing

THAT the meeting be adjourned.

(carried)



Art Versteeg
Chair



Danielle Livingston
Recording Secretary

MOUNT FOREST Fireworks Festival

July 17th, 18th & 19th

THANK YOU!

RECEIVED

July 8th, 2015

JUL 16 2015

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

TWP. OF WELLINGTON NORTH

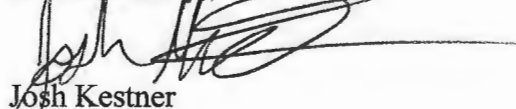
Mayor, Council, and Staff,

The 2015 Fireworks Festival Committee wishes to send you the most sincere thanks for your generosity in supporting the 15th Annual Fireworks Festival!

Thanks to the great support of our community and wonderful sponsors like you, the Mount Forest Fireworks Festival has rapidly become a growing success. For the eighth consecutive year, we are honoured to be acknowledged as one of Ontario's "Top 100" Festivals, and this would not be achievable without your help.

The 2015 Fireworks Festival Committee looks forward to seeing you at the 15th Annual Mount Forest Fireworks Festival!

Most sincerely,

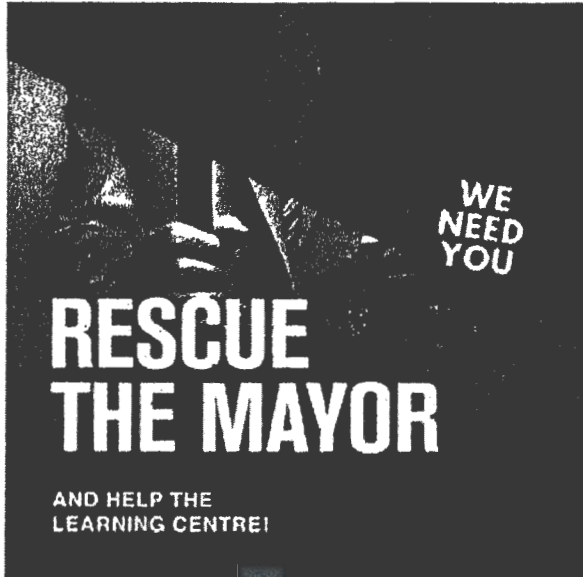


Josh Kestner
Festival Administrator
Mount Forest District Chamber of Commerce
On behalf of the 2015 Fireworks Festival Committee

Ignite Your
WEEKEND ★
July 17-19, 2015

A Top 100 Consecutive
Festival for 8 Years!





Dear Chamber Members, please join our business networking dinner in Belwood on Wednesday August 19th, 2015 with keynote speaker Dave Barrett from Cascade Engineering, Michigan. Dave will speak about how he incorporated the Bridges Out Of Poverty model into Cascades HR practices and factory culture with great success. He's eager to share his process and method of training with small, medium and large business alike. Tickets for the dinner are \$500 for large companies, \$250 for small business and \$125 for individuals. You can request an invoice be sent to your place of business or a donation receipt. All proceeds are going to our Bridges Out Of Poverty program called Circles. The Circles program is an 18 month intensive program that will assist local adults in poverty with gaining and retaining employment that is sustainable. Helping reduce the rate of poverty also reduces the costs on our health care system, taxes, food banks, policing services and welfare system to name a few. The Circles program makes economic sense! Please join us on August 19th, to open the door to discussions and solutions to reducing poverty in our area.

Sincerely,

Elizabeth Debergh
Executive Director
Wellington County Learning Centre
179 George St.
Arthur, ON
literacy@thewclc.ca
519-848-3462
Cell: 519-803-2949
www.thewclc.ca



July 31, 2015

To Municipal Councils in the Province of Ontario

Re: Opposed to the Sale of Hydro One

The Council of the Township of Havelock-Belmont-Methuen has resolved their support for the resolution passed by the County of Peterborough calling on the Provincial Government to halt the sale of any part of Hydro One; to maintain Hydro One as a wholly owned public asset for the benefit of all Ontarians; and to strengthen Hydro One by investing in the next generation of workers and upgrading aging infrastructure.

Members of Council offer their full support for the following resolution passed by the County of Peterborough and have directed that their support be circulated to all municipalities in the Province of Ontario:

WHEREAS the public electricity system in Ontario is a critical asset to the economy and generates significant revenue for municipal and provincial governments and gives Ontario a competitive advantage; and

WHEREAS experience in other jurisdictions shows that privatization typically means consumers pay more for electricity; and

WHEREAS some Ontario municipalities have examined possible sales or mergers of their local distribution companies, and have decided not to sell to Hydro One or the private sector; and

WHEREAS the privatization, partial or whole, of electricity will lead to higher rates and less control; and

WHEREAS the sale of shares in Hydro One will provide a short-term financial gain for the province in exchange for a much larger long-term financial loss; and

WHEREAS the Province of Ontario has no mandate from voters to sell any part of Hydro One and that such mandate should only be pursued through a public referendum asking Ontarians for their vote of Yes or No with regards to the sale of any part of Hydro One;

NOW THEREFORE be it resolved that The Corporation of the County of Peterborough call on the provincial government to:

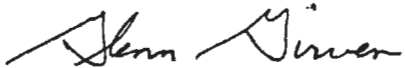
- Halt the sale of any part of Hydro One, and maintain Hydro One as a wholly public asset for the benefit of all Ontarians;*
- Strengthen Hydro One by investing in the next generation of workers and upgrading aging infrastructure;*

AND BE IT FURTHER resolved that the County of Peterborough communicate this resolution to the Premier, with copies to the Minister of Finance, the Minister of Energy, area MPP's and the Association of Municipalities of Ontario;

AND BE IT FURTHER resolved that The Corporation of the County of Peterborough work through the Association of Municipalities of Ontario (AMO) and the Electricity Distributors Association to express their opposition to the privatization of Hydro One.

Thank you for your consideration and support in this matter.

On behalf of the Council of the Township of Havelock-Belmont-Methuen,



Glenn Girven
Clerk

Cc The Premier of Ontario
 The Minister of Finance
 The Minister of Energy
 M.P.P. Jeff Leal
 Association of the Municipalities of Ontario

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

BY-LAW NUMBER 063-15

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON, AUGUST 10, 2015.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on August 10, 2015 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 10TH DAY OF AUGUST, 2015.**

**ANDREW LENNOX
MAYOR**

**MICHAEL GIVENS
DEPUTY CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Thursday, August 20, 2015	Cultural Roundtable	12:00 p.m.
Tuesday, September 1, 2015	Public Works Committee	8:30 a.m.
Tuesday, September 1, 2015	Recreation and Culture Committee	8:30 a.m.
Monday, September 14, 2015	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