



Township of Wellington North

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

Regular Meeting of Council

Monday, August 11, 2014

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

A G E N D A

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<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
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<u>DELEGATIONS, DEPUTATIONS, PETITIONS</u>	
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AGENDA ITEM	PAGE NO.
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AMO Watchfile <ul style="list-style-type: none">- July 17, 2014- July 24, 2014- July 31, 2014- August 7, 2014	
Grand River Conservation Authority <ul style="list-style-type: none">- Minutes, General Membership Meeting, June 27, 2014	
Randy Pettapiece, MPP, Perth-Wellington <ul style="list-style-type: none">- News Release, Pettapiece: Liberal budget still fails the people of Perth-Wellington	
Grand Valley Wind Farm Inc. <ul style="list-style-type: none">- Notice of Proposed Change to Renewable Energy Project	
<u>NOTICE OF MOTION</u>	
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<u>CLOSED MEETING SESSION</u>	
1. Labour relations or employee negotiations. (Section 239 (2) (d)) 2. Confirmation of Closed Session Minutes <ul style="list-style-type: none">- Regular Council Meeting, July 14, 2014- Administration and Finance Committee, July 28, 2014	

AGENDA ITEM	PAGE NO.
<p data-bbox="245 380 1317 457"><u>CONFIRMING BY-LAW NUMBER 68-14 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p> <p data-bbox="245 537 537 573"><u>ADJOURNMENT</u></p> <p data-bbox="894 653 1349 720">Michael Givens, Chief Administrative Officer/Clerk</p>	150

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

REGULAR MEETING OF COUNCIL

Monday, July 14, 2014

7:00 p.m.

Members Present:

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

Also Present: Chief Administrative Officer/Clerk: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad
Acting Fire Chief: Dave Guilbault
Treasurer: Paul Dowber

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

A. **CALLING THE MEETING TO ORDER**

Mayor Tout called the meeting to order.

B. **O' CANADA**

C. **PASSING AND ACCEPTANCE OF AGENDA**

Moved by: Councillor Lennox
Seconded by: Councillor Yake

THAT the Agenda for the July 14, 2014 Regular Meeting of Council be accepted and passed.

Resolution Number: 1

Carried

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

REGULAR MEETING OF COUNCIL

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D. **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE
THEREOF**

None.

E. **MINUTES**

1. Public Meeting, June 23, 2014
2. Regular Meeting of Council, June 23, 2014

**Moved by: Councillor Yake
Seconded by: Councillor Lennox**

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on June 23, 2014 be adopted as circulated.

Resolution Number: 2

Carried

F. **BUSINESS ARISING FROM MINUTES**

None.

G. **DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS**

1. Presentation of 30 year and 40 year Exemplary Service Bars to retired Mount Forest Fire Captain Willard Ghent

Mayor Tout presented 30 year and 40 year Exemplary Service Bars to retired Mount Forest Fire Captain Willard Ghent. Fire Chief Guilbault and Station Chief MacEachern presented Mr. Ghent with 30 and 40 year plaques and a figurine to commemorate he years of service. Mayor Tout also presented Captain Ghent with a congratulatory certificate and thanked him for his dedication and 40 years of service to the community.

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

2. Joal Suraci, CPA, CA
RLB LLP – Chartered Accountants and Business Advisors
Re: Presentation of 2013 Financial Statements

Mr. Suraci appeared before Council to present the Draft 2013 Financial Statements for the Corporation of the Township of Wellington North and a Summary of Key Operating Measures.

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North approve the Draft 2013 Financial Statements as prepared and presented by RLB LLP – Chartered Accountants and Business Advisors.

Resolution Number: 3

Carried

H. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Wellington North Fire Service
- Communiqué, #007, Thursday, July 3, 2014

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Communiqué #0007 dated Thursday, July 3, 2014.

Resolution Number: 4

Carried

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

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

2. Economic Development Committee
- Minutes, June 18, 2014

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on June 18, 2014.

Resolution Number: 5 **Carried**

3. Report from Dale Small, Business Economic Manager
- Business Retention & Expansion Program: County of Wellington
Business Retention and Expansion Municipal Implementation Fund

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive for information the report from Dale Small, Business Economic Manager dated July 14, 2014, regarding the Business Retention & Expansion Program: County of Wellington Business Retention and Expansion Municipal Implementation Fund.

Resolution Number: 6 **Carried**

4. Report from Darren Jones, Chief Building Official
- Energy Conservation and Demand Management Plan

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the Township of Wellington North Energy Conservation and Demand Management Plan;

THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

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

4. Report from Darren Jones, Chief Building Official
- Energy Conservation and Demand Management Plan (continued)

AND FURTHER THAT the Township of Wellington North prides itself in being responsible stewards of all resources, and that it recognizes that energy is a resource that must be efficiently and properly managed;

AND FURTHER THAT in recognition of the importance of energy management, Council and staff are committed to encouraging and embedding a culture of conservation and sustainability into daily operation and decision-making processes;

AND FURTHER THAT the consumption of energy is a behaviour shared by all, thus responsible energy management must be pursued by all;

AND FURTHER THAT the Township of Wellington North acknowledges that energy is an operating expense which can be controlled, where the anticipated fiscal savings will benefit the local community;

AND FURTHER THAT Council will ensure that the necessary resources are budgeted and allocated to ensure that the actions within the five-year CDM Plan are implemented and acted upon;

AND FURTHER THAT it is also recognized that this initial Plan will evolve as knowledge and experience allows for additional improvements and efficiencies;

AND FURTHER THAT the Energy Conservation Demand Management Committee, with assistance of individual contributors be directed to carry out the actions listed within the five-year CDM Plan.

Resolution Number: 7

Carried

/6

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

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I. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION

1. Town of Penetanguishene
Re: Request for support of resolution regarding a call for a formation of Small and Rural School Alliance

**Moved by: Councillor Yake
Seconded by: Councillor Lennox**

THAT the Council of the Corporation of the Township of Wellington North support the resolution of the Town of Penetanguishene regarding a call for formation of a Small and Rural School Alliance.

Resolution Number: 8

Carried

2. The Mount Forest Louise Marshall Hospital Foundation
Re: Response to questions posed by Wellington North Council and Staff

**Moved by: Councillor Goetz
Seconded by: Councillor Burke**

THAT the Council of the Corporation of the Township of Wellington North receive for information the Mount Forest Louise Marshall Hospital Foundation response to questions posed by Wellington North Council and Staff.

Resolution Number: 9

Carried

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

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I. **CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION** (continued)

3. Ruth-Anne Horrigan
Re: Request for Permission for a No-Sale Liquor Permit for Special
Occasion, Sunday, July 20, 2014.

**Moved by: Councillor Goetz
Seconded by: Councillor Burke**

THAT the Council of the Corporation of the Township of Wellington North grant permission for a no-sale liquor permit for special occasion for the Bolen Family Reunion to be held on July 20, 2014 at the Optimist Pavilion at the Arthur Community Centre.

Resolution Number: 10

Carried

4. Grand River Conservation Authority
Re: Members' Attendance for period January 1 to June 30, 2014

**Moved by: Councillor Burke
Seconded by: Councillor Goetz**

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Members' Attendance for the period January 1 to June 30, 2014.

Resolution Number: 11

Carried

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

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J. BY-LAWS

1. Correspondence from Arthur Agricultural Society requesting temporary road closure

57-14 Being a by-law to temporarily close portions of Eliza, Leonard, Charles, George, Frederick and Tucker Streets in the former Village of Arthur for the purpose of holding the Arthur Fall Fair Parade

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT By-law Number 57-14 being a by-law to temporarily close portions of Eliza, Leonard, Charles, George, Frederick and Tucker Streets in the former Village of Arthur for the purpose of holding the Arthur Fall Fair Parade be read a First, Second and Third time and finally passed.

Resolution Number: 12

Carried

K. OTHER/NEW BUSINESS

None

L. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated July 10, 2014

AMO Watchfile

- June 26, 2014
- July 3, 2014
- July 10, 2014

Guelph Wellington Crime Stoppers

- Newsletter, The Informant – Summer 2014

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TOWNSHIP OF WELLINGTON NORTH**

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L. **ITEMS FOR COUNCIL'S INFORMATION** (continued)

Grand River Conservation Authority

- Minutes, General Membership/Strategic Planning Meeting, May 23, 2014

Ausable Bayfield Maitland Valley Source Protection Region

- Municipal Update, June 2014

Randy Pettapiece, MPP, Perth-Wellington

- News Release, Throne Speech unrealistic, unaffordable: MPP Pettapiece
- Pettapiece keeps pushing for municipal liability insurance reform

M. **NOTICE OF MOTION**

None

N. **ANNOUNCEMENTS**

Councillor Burke invited everyone to attend the Mount Forest Fireworks Festival. The committee is still looking for volunteers for the event and Councillor Burke asked anyone interested in assisting to contact her.

Mayor Tout thanked staff for their participation in the emergency exercise held on July 11. Mayor Tout attended the Holstein Rodeo Parade and the Damascus Beef BBQ on the weekend.

O. **CLOSED MEETING SESSION**

1. Labour relations or employee negotiations. (Section 239 (2) (d))
2. Litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board. (Section 239 (2) (e))
3. Confirmation of Closed Session Minutes – June 23, 2014

THE CORPORATION OF THE
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O. CLOSED MEETING SESSION (continued)

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT Council go into a meeting at 8:10 p.m. that is closed to the public under subsections 239 (2) (d) (e) of the Municipal Act, 2001

- *to consider labour relations or employee negotiations*
- *to consider litigation or potential litigation including matters before administrative tribunals affecting the municipality or local board*
- *confirmation of Closed Session Minutes – June 23, 2014*

Resolution Number: 13 Carried

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 8:48 p.m.

Resolution Number: 14 Carried

P. CONFIRMING BY-LAW

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT By-law Number 58-14 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 14, 2014 be read a First, Second and Third time and finally passed.

Resolution Number: 15 Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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Q. ADJOURNMENT

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Regular Council meeting of July 14, 2014 be adjourned at 8:50 p.m.

Resolution Number: 16

Carried

CLERK

MAYOR



Communiqué



From the desk of:

Thursday July 17, 2014 # 008

Fire Chief

1. Fire Code Violations: Effective immediately firefighters who observe any fire code violations or have responded to more than 3 false alarms/malfunxions, the IC shall notify the fire prevention officer or in his absence, the fire chief as soon as possible, so these issues can be dealt with.
2. Effective Sept 1st, 2014 training practices shall be twice per month. The training schedule will be organized as follows: Week 1 Arthur Station, Week 2 Mt Forest Station, Week 3 Arthur Station, Week 4 Mt. Forest Station. Each Station is permitted to hold an association meeting; however that will be an unpaid practice night, more information to follow from the training division.
3. Wage Committee: The wage committee met last Thursday evening at the Arthur Station. The committee voted and the WNFS firefighters will be paid using the point system. I will be meeting with the CAO and the treasurer prior to the implementation of this system. No date has been determined at this time. The payroll budget will remain the same for 2014
4. All apparatus that have responded to calls **SHALL** be washed after each call.
5. Starting in August the Communiqué will be produced once (1) a month. Items that need to be put in the Communiqué, please forward it to Jason for the Wednesday during the last full week of each month.

FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to July 17 for the years 2013 and 2014				
	2013		2014	
	Fatal fires	Fatalities	Fatal fires	Fatalities
Ontario fatal fires (except federal and First Nations properties) from January 1 to July 17	32	38	35	44
Fatal fires on federal or First Nations properties from January 1 to July 17	3	6	2	5
Total	35	44	37	49



Communiqué



Respectfully

Chief Guilbault

ARTHUR STATION:

Nothing to report

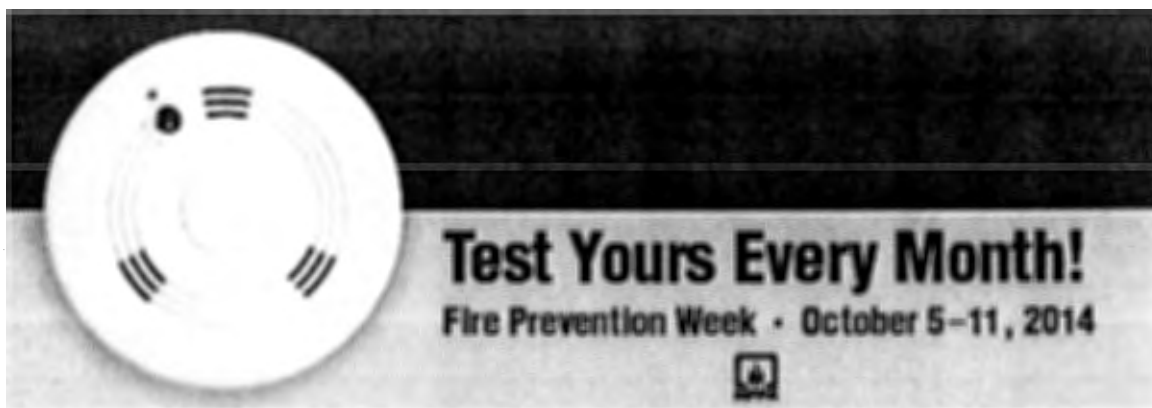
MOUNT FOREST STATION:

Nothing to report

FIRE PREVENTION:

I have been working on re-vamping the Smoke Alarm Program that the Township had in place years back, so it is conducted the same across the board. Once it is complete there will be a session at each station for information on the program and what is needed from you.

This year's theme for fire prevention week is:



We will have an open house during this time at each station and we are looking for ideas for a demonstration of some sort. Any ideas let me know.

Remember: "You are never too old to set another dream or to dream a new dream". - C.S. Lewis

Jason Benn, FPO.

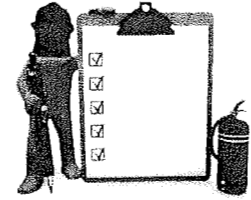


Communiqué



TRAINING DIVISION:

This week in Training, we (Chief Dave and I) have discussed more about the transition regarding the two departments. We have collectively discussed going down to 2 training nights per month per station. Along with doing this, it was decided we should be going to 2.5 hours of training as well, and having any association meetings held after the training session is complete as it is not the responsibility of the Township to pay for those meetings.



It was also discussed that any meeting that needs to be held within the department regarding department business, should be held once a month on a designated night, and correspondence through email should be used whenever possible.

We have decided that as of September 1 2014, we will implement this change for both stations. The schedule that we are going to follow will be as follows...

Mount Forest training every other Monday night, Arthur training every other Wednesday night

Week one is Arthur Station, September 3

Week two Mount Forest Station, September 8

Week three Arthur Station, September 17

Week Four Mount Forest Station, September 22

From this schedule, you can continue on with the ongoing every other week training schedule. We realize that there may be a few months in the year that there are going to be 3 practices, that is fine. Please carry on with the every other week schedule.

If you have any questions, comments, or concerns, please feel free to contact myself or Chief Dave at the numbers below.

Thanks

Don Irvine
Cell: (519) 323-7595
Hall: (519) 323-1441
Email: dirvine@wnfiredept.com

Chief Dave
Cell: (705)340-3732
Mount Forest Hall: (519) 323-1441
Arthur Hall: (519)848-3500
Email: dave@adsfireservicepro.com

Here Today for a Safer Tomorrow...

Don Irvine
Training Officer,



Communiqué



COMMITTEES:

Public Education

A meeting July 10th, at the Arthur station, was conducted and the meeting went very well. Great ideas came forward and we are on the right track. Our next meeting will be August 21st at 7 pm at the Mount Forest Station.

Truck and Equipment

Nothing to report at this time.

Health & Safety



We held our first meeting on June the 27th at 7pm in Arthur. On July 11th at 7pm in Mount Forest we did our first Audit. July 15th we met with Chief Guilbault to address the items of concern. Our next meeting will be held on July 21st, 7pm at the Arthur station. We are also working on updating the Wellington North Township OH&S policy for the fire service. We are looking forward to working with the truck and training committee's to assist with safety while we train and work as well as having/using safe equipment. Should you have any concerns please bring it to the attention of a committee member preferably in writing so it can be properly addressed.

Regards
Marco Guidotti
OH&S Committee



Communiqué



EVENTS:

The Mount Forest Fireworks festival is this coming weekend and I am sure it will be a crowd pleaser once again.

Next communiqué will be Thursday July 31st, 2014

“Pride and Passion”





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 11, 2014**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: BUILDING PERMIT MONTHLY REVIEW
PERIOD ENDING JUNE 30, 2014**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive the Building Permit Monthly Review for the period ending June 30, 2014.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. Building Permit Monthly Review for the period ending June 30, 2013
2. Building Permit Monthly Review for the period ending June 30, 2012

BACKGROUND

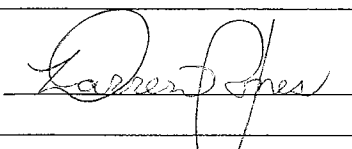
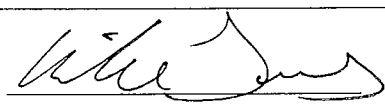
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	0	0.00	0.00	0.00
Multi Family Dwelling	3	1,155,000.00	20,845.04	143,808.00
Additions / Renovations	4	430,000.00	2,958.08	0.00
Garages / Sheds	3	50,500.00	1,013.36	0.00
Pool Enclosures / Decks	9	110,400.00	1,491.31	0.00
Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	3	587,500.00	6,735.50	16,090.36
Institutional	0	0.00	0.00	0.00
Agricultural	12	1,114,000.00	10,086.57	0.00
Sewage System	2	32,000.00	1,008.00	0.00
Demolition	2	2,000.00	252.00	0.00

Total June 2014	38	3,481,400.00	44,389.86	159,898.36
Total Year to Date 2014	116	10,000,980.00	122,532.37	271,556.52

Total June 2013	38	3,912,750.00	31,290.47	42,084.00
Total Year to Date 2013	123	11,257,190.00	115,487.35	136,959.41

Total June 2012	46	2,819,375.00	26,726.65	4,200.00
Total Year to Date 2012	123	12,870,555.00	93,548.47	92,400.00

***values may change as permits are revoked or modified*

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

TOWNSHIP OF WELLINGTON NORTH
PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, July 15, 2014 at 8:30 am

Members Present: Chair, Councillor Mark Goetz
Mayor Raymond Tout
Councillor Sherry Burke
Councillor Andy Lennox
Councillor Dan Yake
Mike Givens, CAO/Clerk
Dale Clark, Road Superintendent
Barry Trood, Water & Sewer Superintendent

Also Present: Michelle Stone, Administrative Support

1. CALLING THE MEETING TO ORDER

Chair Mark Goetz called the meeting to order at 8:30 am.

2. DECLARATIONS OF PECUNIARY INTEREST:

Councillor Dan Yake declared a conflict of Interest with the Public Works Committee Item 5-i, OCWA Agreement, as that is his employer.

3. APPROVAL OF MINUTES:

The Minutes from the Public Works Committee meeting held on April 22, 2014 were approved by Council.

4. REPORT FROM CHAIR

No Report

5. SEWER AND WATER

i. OCWA Agreement Costing – Barry Trood

Councillor Yake left the meeting at this point. Councillor Yake had previously declared a conflict for this portion of the meeting and left the Council Chamber as OCWA is his employer.

The OCWA Agreement and costing chart was discussed with the Committee. Costing estimates for 2015 are in line with prior years. Mike Givens and Barry Trood met with OCWA to review the one year contract and further clarify the roles/responsibilities of OCWA.

Aligning future renewal dates would allow for possibly having joint renewal discussion with our neighbouring municipalities. OCWA has a number of clients and that allows for economies of scale when tendering for sludge haulage and chemical supplies. The Township strives to do as much as purchasing in house to avoid any administration fees. Barry Trood highlighted OCWA's role in insuring compliance, this is a benefit for us on the wastewater operations.

OCWA has good records and is always cooperative in supplying information when requested.

Inflow and Infiltration will be a factor in future planning. OCWA's primary position for the township is to make sure the system is operational.

Moved by: Ray Tout
Seconded by: Sherry Burke

THAT THE Public Works Committee receives this report as information from the Water and Sewer Superintendent.

Resolution No. 1 Carried

Councillor Dan Yake re-joined the meeting.

ii. Wastewater Treatment Plant, Environmental Assessment – Mike Givens, CAO

XCG has notified the Township that we may now have to complete a heritage archeological study as part of the Arthur Wastewater Treatment Plant Environmental Assessment.

Staff have expressed concerns about the Frederick Street Pumping Station and the fact that it has not been addressed during the EA. This work is not in the scope of XCG's contract. XCG could address the issues, but at a cost to the township. Staff will contact the Ministry for further information about the EA process. Further, it was suggested that we contact Grand River Conservation Authority regarding their data review program as they have had some success and savings with it. OCWA is not opposed to this.

Moved by: Ray Tout
Seconded by: Sherry Burke

THAT THE Public Works Committee recommends that the Council of the Township of Wellington North approve the below;

THAT the Council of the Township of Wellington North direct staff to engage Grand River Conservation Authority in their Wastewater Treatment Plant Performance Review Program;

AND FURTHER THAT the Council authorizes staff to enter into a rental agreement for a flow monitor to be installed at the headworks of the Arthur WWTP to accurately determine daily flows;

AND FURTHER THAT Council directs staff to contact Ministry of the Environment staff to request guidance on how to ensure the validity of the current Environmental Assessment process;

AND FURTHER THAT the Council accepts that the Arthur Wastewater Environmental Assessment should not proceed further until accurate average daily flow data can be compiled and the Wastewater Optimization Program is complete.

Resolution No. 2 Carried

6. ROADS

REPORTS & RECOMMENDATIONS

- i. Bridge 6 Replacement – Letter from K. Smart Associates Limited with two recommendations: Mike Givens spoke to the cost which was significantly higher than anticipated and had the following recommendation:

Moved by: Andy Lennox
Seconded by: Dan Yake

THAT THE Public Works Committee recommend to the Council of the Township of Wellington North that the Bridge 6 Replacement Tender be awarded to Xterra Construction Inc. at a total cost of \$574,363.36 (13% HST included) and that the funds required beyond the budgeted amount come from the Roads Infrastructure Reserve.

Resolution No. 3 Carried

- Councillor Goetz addressed an issue regarding the lack of a stop sign at the corner of Princess Street and the Schlegal (Strathcona) development. It has become a concern to residents but it is a private road. The developer will be contacted to and a request will be made for them to install a Stop sign.
- Ayershire Street has two signs each with a different spelling and a resident has asked that the signs be repainted to have the same spelling.
- Preston Street is experiencing dust issues due to construction. The developer will be contacted to find a way to control the dust for residents in the area during construction.

9. NEXT MEETING DATE

To be determined

10. ADJOURNMENT

Moved by: Ray Tout

Seconded by: Sherry Burke

THAT THE Public Works Committee Meeting of July 15th, 2014 be adjourned at 10: 25 a.m.

Resolution No. 7

Carried

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

ADMINISTRATION/FINANCE COMMITTEE

Monday, July 28, 2014

5:00 p.m.

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

Absent: Ray Tout, Mayor

A. CALL THE MEETING TO ORDER

Chairperson Lennox called the meeting to order.

B. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Yake
Seconded by: Goetz

THAT the Agenda for the July 28, 2014 Administration/Finance Committee meeting be accepted and passed.

Resolution No. 1

Carried

C. DECLARATION OF PECUNIARY INTEREST

None declared

D. ADMINISTRATION

1. Lame Duck Council
- CAO Report 2014-15

Moved by: Goetz
Seconded by: Yake

THAT the Administration/Finance Committee recommend that the Council of the Township of Wellington North enact a by-law to delegate certain authorities during a "Lame Duck" Council period to the CAO/Clerk.

Resolution No. 2

Carried

2. Township Health & Safety
- CAO Report 2014-16

Moved by: Yake
Seconded by: Goetz

THAT the Administration/Finance Committee of the Township of Wellington North receive for information CAO Report 2014-16;

AND FURTHER THAT the Administration and Finance Committee recommend that Council approve the Return to Work Policy as presented;

AND FURTHER THAT once approved the Return to Work Policy will be included as part of the Township of Wellington North Employee Occupational Health and Safety Policy.

Resolution No. 3

Carried

3. Draft Procedural By-law

Nigel Bellchamber reviewed the proposed by-law and provided training for Council on its implementation

Moved by: Yake
Seconded by: Goetz

THAT the Administration and Finance Committee recommend that the Council of the Township of Wellington North enact a by-law for governing the calling, place and proceedings of meetings of Council and its committees, and for governing the conduct of its members.

Resolution No. 4

Carried

E. FINANCE

4. Federal Gas Tax Funds – Municipal Funding Agreement
- Treasurer Report 2014-06

Moved by: Goetz
Seconded by: Yake

THAT the Administration and Finance Committee of the Township of Wellington North recommend to Council to adopt the new Municipal Funding Agreement for the Federal Gas Tax Funds By-law attached as Appendix "A" to report TR2014-06;

AND FURTHER THAT the Administration and Finance Committee recommend to Council to authorize the Mayor and CAO/Clerk to sign the new Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds.

Resolution No. 5

Carried

5. June 30, 2014 Budget vs. Year-to-Date Financials

Moved by: Yake
Seconded by: Goetz

THAT the Administration and Finance Committee of the Township of Wellington North receive for information the Budget vs. Year to Date Financial Summary for the period ended June 30, 2014.

Resolution No. 6

Carried

F. CLOSED MEETING SESSION

6. Personal matters about an identifiable individual, including municipal or local board employees (Section 239 (2)(b))

Moved by: Goetz
Seconded by: Yake

THAT the Administration/Finance Committee go into a meeting at 6:09 p.m. that is closed to the public under subsection 239 (2) (b) of the Municipal Act, 2001

1. *Personal matters about an identifiable individual, including municipal or local board employees*

Resolution No. 7

Carried

F. CLOSED MEETING SESSION (continued)

Moved by: Goetz
Seconded by: Yake

THAT the Administration/Finance Committee rise from a closed meeting session at 6:20 p.m.

Resolution No. 8

Carried

G. NEXT MEETING DATE

The next Administration and Finance Committee meeting will be at the call of the Chair.

H. ADJOURNMENT

Moved by: Yake
Seconded by: Goetz

That the Administration/Finance Meeting of July 28, 2014 be adjourned at 6:21 p.m.

Resolution No. 9

Carried



Township of Wellington North

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

BACKGROUND

The Wellington North Community Improvement Program was approved in 2012 and has established a framework for the Township support and implementation of programs to encourage the maintenance and rehabilitation of commercial buildings, their facades as well as associated signage and green spaces in our Downtowns.

Through this framework the Municipality is able to provide incentives for individuals, businesses, Community Groups, etc. to enhance their building presentation to the public and/or to support Public Art, in an effort to help stimulate pride in our downtowns. Many communities take years for the program to gain traction so to show our long term commitment to applicants, our Wellington North program has been approved for a 10 year timeframe of January 1st, 2012 – 2021.

Including the requests contained in this report fifteen applications have been submitted and recommended by the Community Improvement Program Review Panel for funding. The total dollar value of overall improvements from these applications totals \$132,309 and of this amount:

- \$31,505(24%) has been provided in grants from the Community Improvement Program
- \$ 7,500 (5%) has been advanced in interest free loans repayable over 5 years
- \$93,304 (71%) has been provided by the applicants.

These improvements have had a noticeable impact in Arthur and Mount Forest and as a result of the success of the program we are now looking into extending our Community Improvement Program boundaries to include Kenilworth. Notices have been sent out to the community advising of a CIP Public Meeting tomorrow evening, August 12th @ 7:00pm, here in Kenilworth.

This Public Meeting is required under the Planning Act and upon its completion and subsequent waiting period we hope to return to council in September with a motion to approve the extension of our Community Improvement Program boundary.

OVERVIEW

1. On July 17th, 2014 an application was received under the Public Arts Grant section of the Community Improvement Program for a proposed mural at the Arthur Cenotaph. The application was submitted by the Chair of the Arthur Mural Committee within the Arthur and Area Historical Society. Letters of Support were provided by the Arthur Chamber of Commerce and the Royal Canadian Legion – Branch 226 Arthur who are also providing financial assistance.

The overall cost of the Project is estimated at \$11,500. The proposed mural will be 10' high and 24' long and will be painted on six 1/8" panels. It will be mounted onto a form with four cemented posts and will be placed 3' - 4' off the ground. The very attractive mural will be



Township of Wellington North

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

located well off the street and towards the back of the adjacent building. Included in the attachments are two pictures. One picture is of the proposed mural and the other shows where stakes have been placed to indicate the location of the mural on the cenotaph grounds.

Keeping in the theme of Canada's Most Patriotic Village the mural will also contain the words **Remember Freedom Isn't Free**. The artist who has been selected to design and complete the mural is a well known local artist who has completed a number of the other murals in Arthur.

The Arthur Historical Society is requesting \$2,500 in funding from the Public Arts Grant section of the Community Improvement Program to assist with project. The remaining funding is coming from the Arthur Legion, Arthur Historical Society and private donations.

2. On July 31st, 2014 an application was received under the Facade Improvement Grant & Loan section of the Community Improvement Program for the restoration/repointing of masonry and brickwork to the front of the Print One building at 112 Main Street North in Mount Forest. The application was submitted by the Building Owner, who is also the Business Owner.

The overall cost of the Project is estimated at \$9,600 and both estimates received from the applicant are from local suppliers. The applicant is requesting \$2,500 in funding from the Community Improvement Grant Program and \$2,500 in funding from the Community Improvement Loan program.

The process to approve/decline a Community Improvement Plan application is as follows:

1. **Business Economic Manager** reviews the application to ensure all required documentation has been provided and that the application has been properly completed. Once everything is in order the Grant Application Decision Matrix is drafted.
2. **Community Improvement Plan Review Panel**, (April Marshall, Darren Jones & Dale Small) reviews and discusses the application, finalizes the Grant Application Decision Matrix and makes recommendation to the Economic Development Committee/Business Economic Manager.
3. **Business Economic Manager/Economic Development Committee** obtains the Review Panels findings and forwards a report to council to approve or decline the application.
4. **Wellington North Council** provides final decision.

CONCLUSION

On August 5th, 2014 the Community Improvement Plan Review Panel met to review the applications and to complete the Decision Matrix for each application. Both applications have been found to be eligible under the program and based on the analysis of the Review Panel are being



Township of Wellington North

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recommended for approval. Funding for these applications will be accommodated within the Economic Development Committee budget for the Community Improvement Program.

A copy of each application and Decision Matrix is attached to this report. The Community Improvement Plan Review Panel supports the applications and has directed the Business Economic Manager to prepare this report and recommend council approve funding.

In addition to approving Community Improvement Program funding council is also required, as Wellington North is the registered land owner of the Arthur Cenotaph, to provide their approval for the Arthur Historical Society to erect the mural on the land of the Arthur Cenotaph.

PREPARED BY:

RECOMMENDED BY:

Handwritten signature of Dale Small in black ink.

DALE SMALL

BUSINESS ECONOMIC MANAGER

Handwritten signature of Mike Givens in black ink.

MIKE GIVENS

CHIEF ADMINISTRATIVE OFFICER

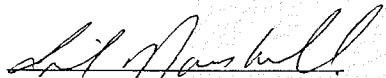
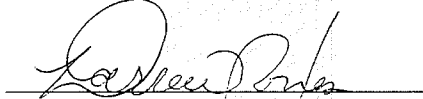

COMMUNITY IMPROVEMENT PLAN : PUBLIC ART GRANT APPLICATION DECISION MATRIX

Applicant: Faye Craig (Arthur Historical Society)

Date Received: July 17th, 2014 Application #: P.A.G. # 6

Amount: \$2,500.00

Date of Community Improvement Plan Review Panel Meeting: August 5th, 2014

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		Applicant is the Arthur Historical Society who is eligible to apply for funding under the Public Arts Grant Program.
2	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		Located at the corner of Frederick and Smith in Arthur which is within the CIPA boundary.
3	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of proposal • Detailed drawing of the proposed Art • Minimum of two quotes obtained 	X X X		Two quotes have been provided as well as a detailed picture of the mural. The picture also includes the exact location where the mural will be placed on the property.
4	Are property taxes and any other Municipal Accounts receivable up to date	X		Property location is the Arthur Cenotaph which is owned by the Township of Wellington North. Roll # 012-13000.
5	Eligible costs associated with the Public Arts Projects are as follows. Indicate which ones are included: <ul style="list-style-type: none"> • Application fees • Preparation of building/area to receive art installation • Service/product fabrication of art work • Installation charges of proposed art work 	X X X	X	
6	What percentage of the overall costs is being requested from the Public Arts Grant Program. If the overall project costs exceed the grant application how are the remaining costs being covered?	22% X		Cost of Overall Project: \$11,500.00 (estimated) 22.0%/\$2,500 requested from Public Arts Grant 44.0%/\$5,000 from the Arthur Legion 34.0%/\$4,500 Arthur Historical Society & private donation.
7	Will the goods and services to complete the Art work be performed by local businesses/suppliers.	X		Supplies from MARCC Apparel and Signs Mount Forest. Local Artist, Cliff Smith, to complete design and artwork
8	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Completion targeted for the Fall of 2014
9	Other comments from the Review Panel	As the land is currently owned by Wellington North, council approval is required for both the funding, (\$2,500) as well as approval as Property Owner to erect the mural on the property.		
Recommendation	That the Economic Development Committee/Business Economic Manager support this application and make a motion for council approval: Yes : <input checked="" type="checkbox"/> No <input type="checkbox"/>			
	 April Marshall	 Darren Jones	 Dale Small	



Township of Wellington North
 7490 Sideroad 7 West,
 Kenilworth, ON N0G 2E0
 Phone: 519-848-3620
 www.wellington-north.com

Public Art Grant Application Form

The purpose of this program is to encourage the inclusion of art programming such as mural work, sidewalk art, commemoration, custom site amenities, etc in the Community Improvement Areas of Arthur and Mount Forest. Grant assistance is provided in the form of a one-time grant for the cost of the art-related work. This program will allow for a grant up to 2,500 value for works. Please review the specific grant program term and conditions found in the Community Improvement Plan and contact the Business Economic Manager for current limits.

Application Number (assigned by staff):	P. A. G. # 6
Date Application Received:	JULY 17, 2014

PROPERTY INFORMATION			
Municipal Address	Street Num:	Street Name:	Unit Num: <u>PT LOT 50</u>
Commercial Name (if applicable)	<u>ARTHUR CENOTAPH W.S. GEORGE STR.</u>		
Registered Plan Number:	Registered Plan Lot/Block No. <u>012-13000</u>		
OWNER and APPLICANT INFORMATION			
Property Owner Information (check one)		Person(s)	Company
Registered Land Owner:	Surname:	First name:	
Name:	(if Company) <u>Twp of Well N.</u>	Company Officer	
Address:	Street No. <u>7490</u>	Street Name: <u>SIDEROAD 7W</u>	Unit Num:
Municipality: <u>Twp Well North</u>	Province: <u>ON</u>	Postal Code: <u>N0G 2E0</u>	
Telephone:	No: (<u>519</u>) <u>848-3620</u>	Fax: () <u>848-3228</u>	Email: <u>TOWNSHIP@WELLINGTON-NORTH.COM</u>
Applicant Information (if different than Owner):			
Application Contact:		Surname: <u>CRAIG</u>	First name: <u>FAYE</u>
Name:	(if Company)	Company Officer	
Address:	Street No. <u>760</u>	Street Name: <u>(Sideroad) SE.</u>	Unit Num:
Municipality: <u>Twp W. North</u>	Province: <u>ON</u>	Postal Code: <u>N0G 1A0</u>	
Telephone:	No: <u>519</u> <u>848-5801</u>	Fax: ()	Email: <u>afay@wellingtonadvertiser.com</u>
I hereby make the above application for a Public Art Grant , declaring all the information contained herein is true and correct, and acknowledging the Township of Wellington North process the application based on the information provided.			
Signature: <u>Faye N. Craig</u>		Title: <u>Sec'y & Chair of mural committee within Arthur Area Historical City</u>	
Printed Name of Signatory: <u>FAYE N. CRAIG</u>		Date: <u>July 16, 2014</u>	

The personal information on this form is collected under the legal authority of the Planning Act, Section 2. The personal information will be used for determining your eligibility for a grant/loan. If you have any questions about the collection, please contact the Clerk-Administrator at 519-848-3620 ext. 32.

DESCRIPTION OF IMPROVEMENTS

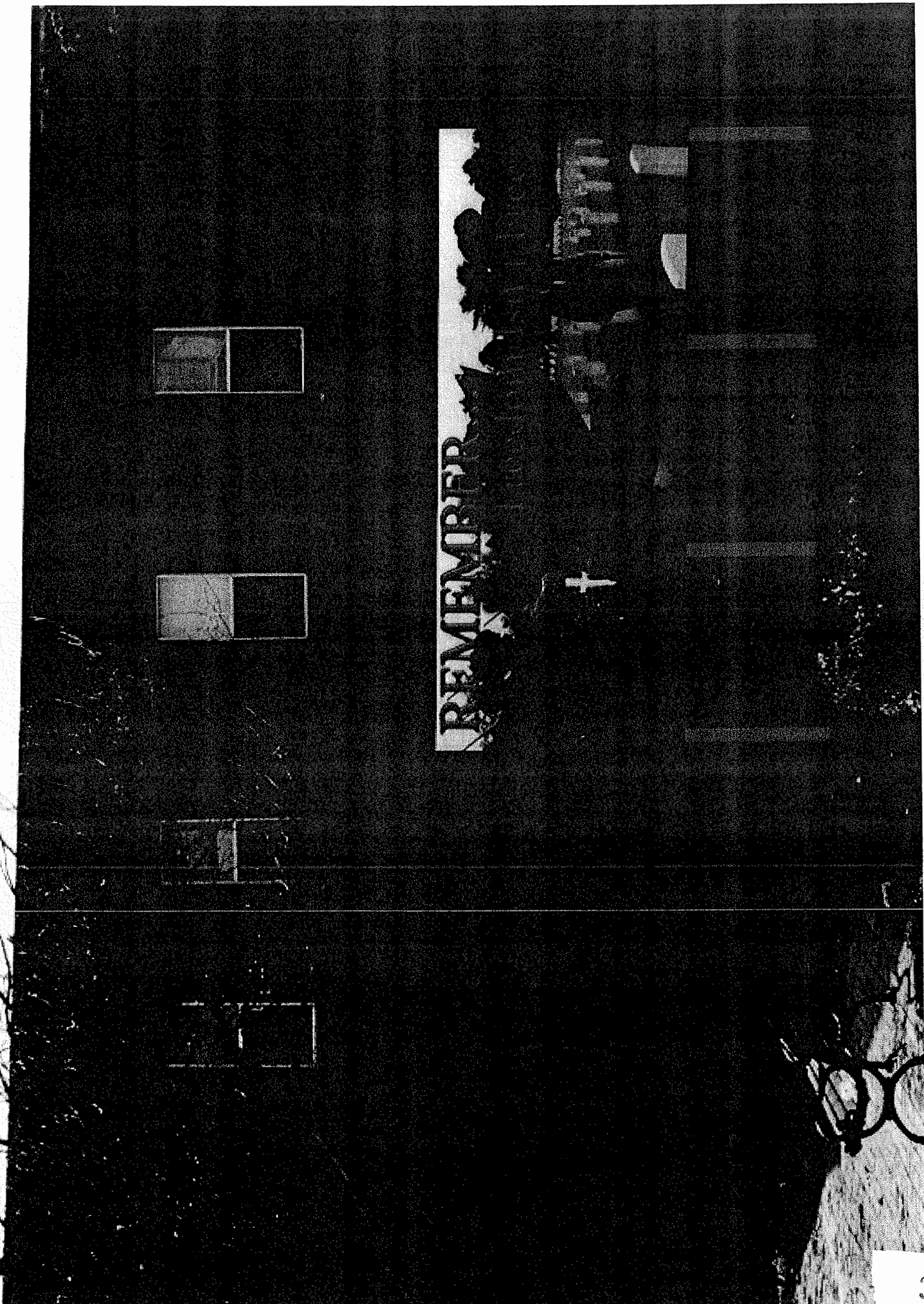
- Please provide a detailed, written description of the proposed improvements. Attach one (1) copy of a prepared sketch showing the proposed improvements.

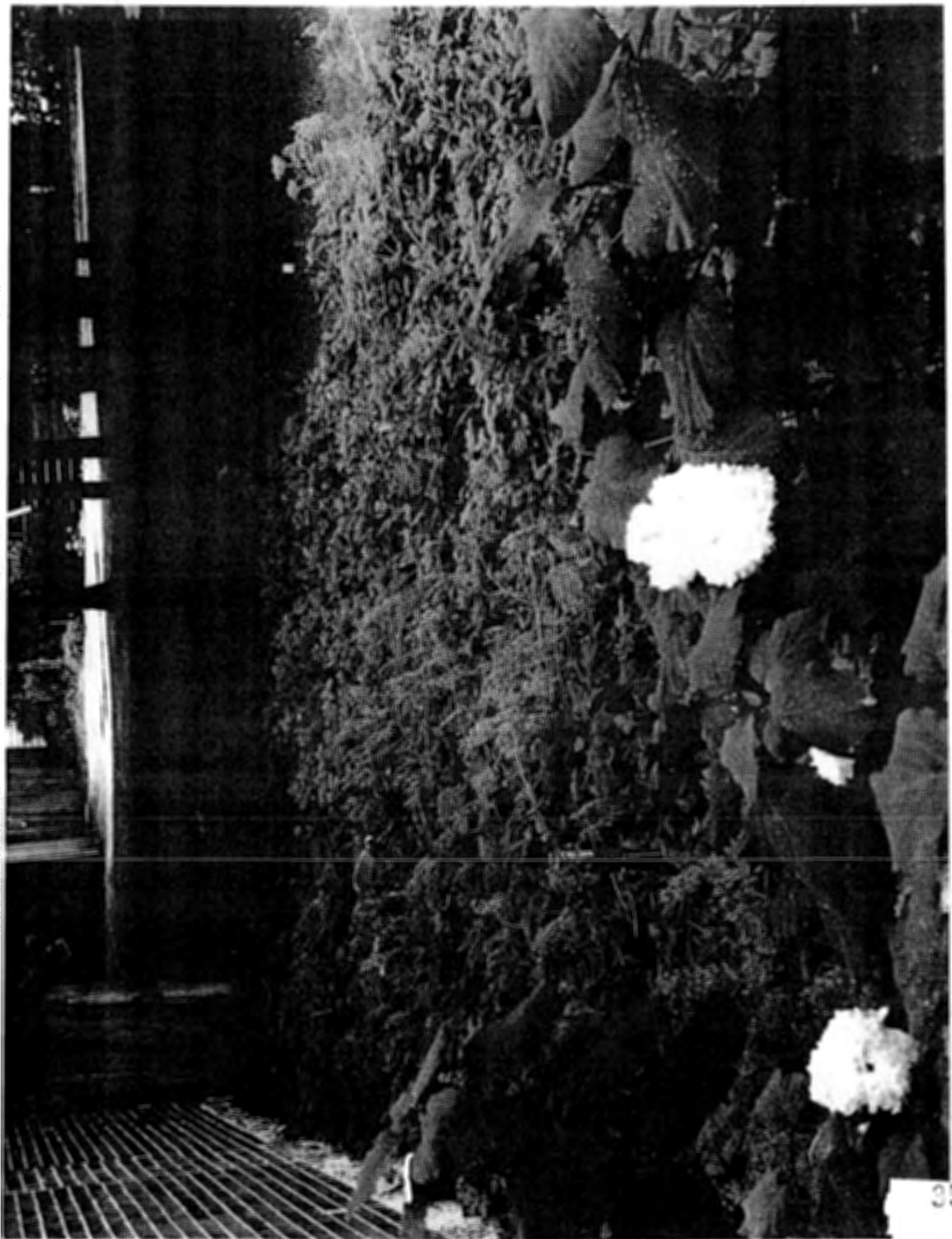
The proposed mural for St. Arthur cemetery would consist of panels mounted on wooden framework and erected on 16' posts on the cemetery property. A flower bed underneath will be maintained by the St. Arthur Horticultural Society.

PHOTOGRAPHS

- Please attach a photograph of the project site and proposed public art.

Please see emails sent July 16, 2014
(COPY ATTACHED)





CLIFFPHOTOGRAPHIC WALL MURAL CONTRACT

Artist Wall Mural Painting Proposal

Date: July 16, 2014

For: (Client) Contact Name: FAYE CRAIG Phone: 519-848-5806
Billing Address: ARTHUR AREA HISTORICAL SOCIETY Box 41, Arthur, ON

Description: Client wishes to enhance their space with original artwork in the form of a mural and enhancements by Cliff Smith (Artist)

Price Breakdown:

Designs by Artist in sketch form / includes up to 2 changes to sketch \$500. This becomes part of total price upon mural approval.

Wall Mural sized 12x28 Feet / Surface is Ready-to-Paint. Total price: \$ 8,500.00 CDN

Price Includes: Paint Materials / Sketch/ Expense of an assistant required to help with the painting and 1 coat of appropriate clear.

Price does not include: Design changes, unforeseen additional work due to adverse conditions on surface that may require extraneous labour or cost of powered hoist.

PRICE/TERMS: Deposit of \$ 4,250.00 required.

DEPOSIT MUST BE PAID 14 DAYS IN ADVANCE OF SCHEDULED WORK

Full balance of \$ 4,250.00 due on the day of completion. Checks should be made out to Cliffphotographic, 425 Clyde Street ss3, Mount Forest, Ontario N0G 2L3

Copyright: All copyrights to the artwork remain in the ownership of Artist

By signing below, we state that we agree to the terms set forth in this document:

FOR ARTIST: Cliff Smith

FOR COMPANY: Cliffphotographic

AUTHORIZED BY: Cliff Smith

AUTHORIZED BY:

SIGNATURE: _____

SIGNATURE: _____

QUOTE

Date: May 22, 2014
 Invoice # 005
 Expiration Date: 7/2/2014



Alexandra's Airbrush TO [Faye]
 322 Jane Street, P.O. Box 622
 Palmerston, On N0G2P0
 519.343.4760
 519.261.2061
 awasberg@wightman.ca

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Alexandra W.	Arthur Cenotaph Wall in Memorial Park.	TBA	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	20' x 8' (240" x 96") Full Colour Outdoor Mural	4062.40	4062.40
1	Materials for Mural 8' x 20' (Plywood, Strapping, Fasteners etc)	224.97	224.97
1	Outdoor Primer / Sanding Sealer	149.41	149.41
1	UV all Weather Top Coat, Satin finish	74.69	74.69
8	Work on site hourly - 2 people (Installation of panels)	50.00	400.00
SUBTOTAL			4911.47
HST/GST			638.49
TOTAL			5549.96

Quotation prepared by: Alexandra W.

This is a quotation on the goods named, subject to the conditions noted below. (Minimum 30% deposit on all services; Payment due in full upon completion. To avoid processing delays please pay via Paypal, Cash, or Certified Cheque.) Thank you for your business!

To accept this quotation, sign here and return: _____

Thank you for your Business!

Arthur & District

Chamber of Commerce

"Most Patriotic Village"

www.arthurchamber.ca

achamber@wightman.ca

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

23 July 2014

To whom it may concern,

Please accept this letter as an official declaration of support from the Arthur & District Chamber of Commerce regarding the proposed mural that is set to appear in our local Cenotaph (Frederick Street & George Street). Faye Craig has worked very hard to orchestrate this project with other members of the community and we at the Chamber of Commerce strongly believe that adding another mural to the downtown core will be beneficial from an economic, social and educational perspective.

In accordance with our local mantra of being *Canada's Most Patriotic Village*, we feel it is important to continue showcasing our proud heritage for future generations to experience. The artist commissioned for this particular project has worked on previous murals in our community which are undeniably beautiful and is a member of our local economy. Furthermore, the logistical elements associated with the project (framing and mounting the mural itself) will be overseen by local volunteers with building experience, which eliminates a potential expenditure.

Overall, the Arthur & District Chamber of Commerce would like to express our unwavering support for the installation of a new mural as it will continue to establish our important and unique local heritage. If you have any questions, comments or concerns we would be more than happy to address them. Thank you kindly for your time and consideration.

Yours Truly,

Arthur & District Chamber of Commerce

Mary Schmidt, Corey Bilton, Janice Richardson, Evan Wade et al.

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

Dale Small

Subject: Letter of support from the Arthur Legion

From: ken engleby

Sent: Tuesday, August 05, 2014 4:15 PM

To: The Wellington Advertiser Sales Dept

Subject: New Mural in Cenataphe

Dear Faye

We at the Royal Canadian Legion BR. #226 are in favour of the mural proposed for the Cenataphe park in Arthur. We, the executive committee are 100% in favour of this being erected there.

With best regards

Legion President Ken Engleby.

COMMUNITY IMPROVEMENT PLAN : FACADE IMPROVEMENT GRANT & LOAN APPLICATION DECISION MATRIX

Applicant: Print One

Date Received: Sept 5th, 2013 & July 31st, 2014

Application #: F.I.L. & G. # 8

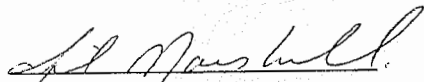
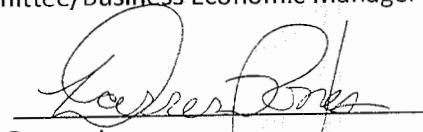

Amount: \$2,500 Grant & \$2,500 Loan

Date of Community Improvement Plan Review Panel Meeting:

August 5th, 2014

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		Applicant is co-building owner as well as the business owner of Print One.
2	Is the applicant applying for: a) Facade Improvement Grant b) Facade Improvement Interest Free Loan c) Both	X		Application is for: \$2,500 Facade Improvement Grant \$2,500 Facade Improvement Interest free Loan
3	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		The building is located as 112 Main Street North, Mount Forest which is within the CIPA boundary.
4	Has the application been properly completed including: • Detailed description of improvements • Facade Improvement Checklist • Detailed sketch of the proposed change • Minimum of two quotes obtained	X X X X		
5	Are property taxes and any other Municipal Accounts receivable up to date	X		Verified and all up to date as at August 5 th , 2013. Roll # 002-12500
6	Eligible costs associated with Facade Improvement Projects are as follows. Indicate which ones are included: • Repainting or cleaning of the facade • Restoration of facade masonry, brickwork, etc. • Replacement or Repair of cornices, eaves, parapets, etc • Replacement or Repair of Windows • Entrance-way modifications • Redesign of the store front • Removal of signage and installation of new signage	X X		Repairs include repointing/removing and replacing deteriorated mortar and brickwork above the commercial unit. All window sills will also be replaced during the construction however none of the architecture of the existing building will be changed.

COMMUNITY IMPROVEMENT PLAN : FACADE IMPROVEMENT GRANT & LOAN APPLICATION DECISION MATRIX

	<ul style="list-style-type: none"> Restoration of original facade appearance Replacement or Repair of canopies and awnings Installation or repair of exterior lighting Other similar improvements approved by CIPRP 			
7	Facade Improvement Grant amount available is 50% of eligible costs up to a maximum of \$2,500. What amount is being requested and what is the percentage of the overall.	X		Overall Cost of improvements: \$9,600.00 Grant Amount being requested: \$2,500.00 Percentage of overall Costs: 26%
8	Facade Improvement Loan amount available is an interest free loan up to a maximum \$2,500. This loan must be paid off in equal installments with a maximum amortization of five years. What amount is being requested and what is the amortization period?	X		Loan Amount being requested: \$2,500.00 Amortization Period: 5 years
9	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Both estimates that were provided with the application are from local suppliers.
10	Is the targeted completion date within 8 months from date of approval or is an extension required?	X		Completion date is dependent on contractor availability and may be held over until the spring of 2015.
11	Other comments from the Review Panel			This application was originally received in September 2013 however was discussed and returned to the applicant as it was incomplete. The application along with the required information was received back from the applicant on July 31 st , 2014.
Recommendation	That the Economic Development Committee/Business Economic Manager support this application and make a motion for council approval:			
				Yes <u>X</u> No _____
	 April Marshall	 Darren Jones	 Dale Small	August 5 th , 2014



Township of Wellington North
 7490 Sideroad 7 West,
 Kenilworth, ON N0G 2E0
 Phone: 519-848-3620
 www.wellington-north.com

Facade Improvement Loan and Grant Program Application Form

The purpose of this program is to encourage facade improvements for privately owned commercial buildings in the Community Improvement Areas within Arthur and Mount Forest. Grant assistance is provided in the form of a 50/50 matching interest free loan, which is paid upon completion of the previously approved work(s). This program offers a loan for eligible work to a maximum limit of \$2,500.00 per property. Please review the specific grant program terms and conditions found in the Community Improvement Plan and contact the Business Economic Manager for current limits.

Application Number (assigned by staff):	F.I.L.G # 8
Date Application Received:	1ST RECEIVED OCT 23RD/13 THEN REVISED

JULY 31/14

PROPERTY INFORMATION			
Municipal Address	Street Num: 112	Street Name: Main	Unit Num:
Commercial Name (if applicable)	TAX ROLL Print one		
Registered Plan Number: 002-12500	Registered Plan Lot/Block No.	PT LOT 12 RP 61R 7101	

PART 2

OWNER and APPLICANT INFORMATION			
Property Owner Information (check one)		Person(s)	Company
Registered Land Owner:	Surname: Benns	First name: John	
Name:	(if Company) Check R Inn	Company Officer	John & Julie Benns
Address:	Street No. 112	Street Name: Main St	Unit Num:
Municipality: Wellington	Province: ON	Postal Code: N0G 2L0	
Telephone:	No: () 323-4818	Fax: () 323-4088	Email: jbenns@wrightman.ca

Applicant Information (if different than Owner):			
Application Contact:	Surname:	First name:	
Name:	(if Company)	Company Officer	
Address:	Street No.	Street Name:	Unit Num:
Municipality:	Province:	Postal Code:	
Telephone:	No: ()	Fax: ()	Email:

I hereby make the above application for a **Facade Improvement Loan and Grant**, declaring all the information contained herein is true and correct, and acknowledging the Township of Wellington North process the application based on the information provided.

Signature:	Title: owner
Printed Name of Signatory: JOHN BENNS	Date: July 21/14

The personal information on this form is collected under the legal authority of the Planning Act, Section 2. The personal information will be used for determining your eligibility for a grant/loan. If you have any questions about the collection, please contact the Clerk-Administrator at 519-848-3620 ext. 32.

Façade projects within the Township of Wellington North's CIPA's should respond to the following 'best practices' to help with its efforts to create a relevant and quality improvement for both the building and the street. Please complete the following checklist to determine the degree in meeting 'best practices' for the proposed facade improvements.

Façade Project Design Checklist				
Criteria/Description	Yes	No	N/A	Comments
1. Responding to Core Context				
i) Does the façade design enhance its context and adjacent buildings?	✓			
2. Building Envelopes in the CIPA				
i) Does the façade work/align with existing facades and reinforce the clarity of the public network and the cohesion of building groups?	✓			
3. Beneficial Building / Street Relationships				
i) Does the building façade and street establish a supportive relationship, in which indoor and outdoor spaces animate and are connected to each other?	✓			
ii) Does the façade define the building as a distinct space with a strong sense of identity and place?	✓			
4. Response to Climate				
i) Does the façade design respond to the climate of area, taking into account all seasons?	✓			
5. Identifiable Building Entrances				
i) Does the façade project help to make the buildings entrance more identifiable?	✓			
6. Long Life / Loose Fit				
i) Is the façade treatment capable of being adapted to new / future building uses?			✓	
7. Safety Within CIPA				
i) Does the façade design provide personal safety and impart a sense of comfort to all users?	✓			
8. Community Expression				
i) Does the façade design express a sense of permanence and durability?	✓			
ii) Does the façade promote traditional roots and express historical continuity?	✓			
9. Appropriate Scale				
i) Does the scale of the proposed façade relate to the scale and size of the building as well as the human body, making space comfortable for users?	✓			
10. Exterior Materials for Facades				
i) Does the proposed façade materials reinforce the cohesion of related groups of buildings?	✓			
ii) Are proposed exterior building materials durable and of high aesthetic quality?	✓			
11. Technical Performance				
i) Does the proposed façade determine a balance capital costs, operating costs and maintenance costs?	✓			
12. Accessibility				
i) Does the façade design provide equal means of access to all users regardless of ability?			✓	

DESCRIPTION OF IMPROVEMENTS

- Please provide a detailed, written description of the proposed improvements. Attach one (1) copy of a prepared sketch showing the proposed improvements.

The front of our building needs to be re-pointed above the commercial unit.

Replacing mortar joints & all window sills. We will not be changing any architecture of the existing building, just repair the actual structure.

PHOTOGRAPHS

- Please attach a photograph of the existing façade/signage.



• Please provide a sketch showing t

one (1) copy of a prepared



• Please attach a pl



(L)

Bender Construction Ltd.

Division of 1138483 Ontario Ltd.

P.O. Box 549, 223 Industrial Drive, Mount Forest, Ontario N0G 2L0

Quote

July 14, 2014

Print One

Main St

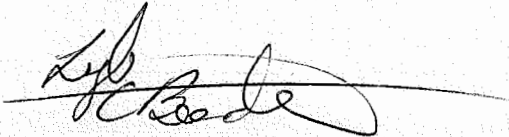
Mount Forest On

Repairing front wall where mortar joints need replaced and all window sills replaced.

\$8500.00 Plus HST

If you have any questions about this quote please call my cell @ 519-313-2742

Sincerely



Lyle Bender

5

40



7158 Jones Baseline,
RR#3 Arthur, ON, N0G 1A0
www.benstoneworks.com

December 6, 2013

Masonry Budget Proposal

To: **Print One – Mount Forest**
Attention: c/o John 519 323-4858; 519 323-7780

Re: **Storefront, 112 Main Street; Mount Forest ON**

Subject: **Masonry Repairs**
Drawings: **Site Review**

Scope: **Front Façade**

- o Scaffold, Cordon Area Protection
- o Repoint Brickwork in apportioned areas
- o Keystone Patch – 2 pieces*
- o Replace Sill with new sills \$ 350 each – 3 pieces*

S/B 6 +1050

Cost: ----- \$ 6,500.00 - \$ 7,500.00

Notes: * patch of existing
** 3 sill replacement – as that can be seen; alternatively we can relay & patch or re-
move existing replace with ' cast in place' or 'simpler' that are still 'in tune'

- o Installation Scaffold Erection and Masonry Labour: Inclusive
- o Remove rubble and general refuse removal: Inclusive
- o Permits, General Permissions etc: by others
- o Plumbed Utility Conduits : by others (n/a)
- o Site Available Electrical and Water Source

8,550.00

Terms:

- Proposal Validity: 30 days for 2014 or 'weather permitting time frame in winter'
- H.S.T. Extra; BN # 869771394 RT
- WSIB Act # 7180160
- Payment Schedule: \$ 2000 Deposit; Balance Due Upon Receipt

Thank-you
Brian Niezen

brian@benstoneworks.com
Mobile 519 823-3897

Office Ph. 519 848-3121
Fax 519 848-3524

47 (6)



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 11, 2014**

**FROM: Paul Dowber
Treasurer**

**SUBJECT: TREASURER'S REPORT TR2014-07
Tower Site License Agreement Renewal**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North adopts the amended Tower Site License Agreement renewal attached as Appendix "A" to report TR2014-07.

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorize the Mayor and CAO/Clerk to sign the Tower Site License Agreement renewal.

REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The current Tower Site License Agreement (TSLA) terminates on August 31, 2014. The TSLA was a license for Packet Works to install three antennae on the tower owned by the township, located in the rear of the municipal office. The five year agreement had a revenue rate of \$750.00 per antennae per year, or \$11,250.00 for the five year term.

The proposed TSLA adds six smaller antennae has a rate of \$400.00 per antennae per year, as well as the original three antennas at an updated rate of \$800.00 per antennae per year. The total revenue of the proposed amended agreement is \$4,800.00 per year or \$24,000.00 for the five year term.

Other changes include mandatory submission of an insurance certificate and WSIB documentation to mitigate the risk of liability to the township, as well as submission of all current inventories of antennae and related equipment on the tower at all times.

The use of the tower and antennae allows for Packet Works to provide internet service to the:

- Kenilworth municipal office
- Arthur Arena
- Arthur Water Treatment Plant
- Local residents in the Kenilworth area
- Arthur public school
- Kenilworth public school

PREPARED BY:	RECOMMENDED BY:
<i>Paul Dowber</i> Treasurer	<i>Mike Givens</i> CHIEF ADMINISTRATIVE OFFICER

**CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER xx-xx
SCHEDULE "1"
TOWER SITE LICENCE AGREEMENT**

THIS AGREEMENT made in duplicate as of the 24rd day of July, 2014.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,
7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0**

Hereinafter referred to as "the Licensor",

- AND -

**PACKET-TEL CORP., carrying on business under the firm name and style,
PACKET WORKS,
515 Dotzert Court, Waterloo, Ontario N2L 6A7**

Hereinafter referred to as "the Licensee".

WHEREAS the Licensor is the owner of a communications tower located on the Licensor's property at 7490 Sideroad 7 West, Kenilworth, Ontario, in the municipality of the Township of Wellington North, in the County of Wellington, in the Province of Ontario (hereinafter referred to as "the Tower" and "the Site" respectively).

AND WHEREAS the parties hereto have agreed to enter into the Licence with respect to the Site and the Tower upon the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

TERM

1. This agreement is for a term of five (5) years commencing on the 31st day of August, 2014 terminating on the 31st day of August, 2019.

LICENCE FEE

2. In consideration of the Licence herein granted, and without prior demand, the Licensee shall pay to the Licensor an annual fee of EIGHT HUNDRED DOLLARS (\$800.00) per large antenna installed and FOUR HUNDRED DOLLARS (\$400.00) per small antenna installed, payable in advance, without any deduction or set-off whatsoever, during the term of this agreement. The annual fee shall be due and payable on the 31st day of August in each year provided that if an antenna is installed between August 31st of one year and August 31st of the next year, the first advance rental payment shall be prorated from the installation date to the following August 31st.

LICENCE

3. The Licensor hereby grants to the Licensee a Licence to install three (3) large antennae and six (6) small antennae, associated cables and equipment cabinet on the Tower and obtain power from the Licensor as outlined in Section 2 of the Licence Fee to operate the above mentioned equipment. Frequencies in the 900 MHz, 2.4 GHz, 4.9 GHz and 5 GHz bands are reserved for the exclusive use of the Licensor and Licensee on the Tower.
4. The Licensee will not add any equipment without written authorization from the Licensor and will not exceed the tower's weight capacity, including the three antennae for the Licensor's use.
5. The Licensee shall not assign, transfer or otherwise dispose of, or encumber the Licence granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may not be unreasonably withheld.

ACCESS

6. The Licensor shall make available to the Licensee, its officers, employees and/or agents reasonable access to the Site for the purposes necessary to the reasonable exercise by the

Licensee of the License granted herein. . In this paragraph "reasonable access" means upon reasonable prior notice to the Licensor through its CAO/Clerk or Deputy Clerk and access to the Tower and the Site at a time and in a manner that does not unduly interfere with the normal vehicular and equipment activities of the Licensor which the Licensee acknowledges is a municipal corporation serving the public from and at the Site. The Licensee shall provide the Licensor with a list or work to be completed before gaining access to the Site and shall provide the Licensor with written proof of WSIB coverage on a yearly basis due on the 31st day of August in each year.

INDEMNIFICATION

7. The Licensee shall indemnify and save harmless the Licensor for any damage to the Site, (including the said Tower and other structures and equipment thereon) occasioned by the Licensee's use thereof as permitted herein. The Licensee shall at all times indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Licensor or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death):
 - (a) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Licensor) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of the lands, or any operation in connection therewith or any fixtures or chattels thereon, or
 - (b) to any person while on adjoining lands of the Licensor in the course of that person's entry onto or exit from the Site.

INSURANCE

8. The Licensee shall take out and keep in force during the term of this licence comprehensive property damage and public and general liability insurance for coverage of no less than Two Million Dollars (\$2,000,000.00) per occurrence and shall provide the Licensor with an updated Certificate of Insurance due on the 31st day of August in each year.

NO TENANCY, AGENCY OR PARTNERSHIP CREATED

9. Nothing contained herein shall be deemed or construed by the parties as creating any relationship between the parties other than that of Licensor and Licensee.

ACKNOWLEDGEMENT

10. The Licensee acknowledges that the Licensor has installed up to a maximum of three (3) further antennae on the Tower for use by or for the municipality during the term of this agreement, and the Licensor covenants and agrees not to install or allow the installation of any further antennae on the Tower during the term of this agreement.

NOTICE

11. Any notice which is required to be given under the terms of this agreement may be effectively given by the parties hereto if personally delivered or by mailing the same by prepaid registered mail directed to:

in the case of the Licensor to:

The Corporation of the Township of Wellington North
P.O. Box 125
7490 Sideroad 7 West
KENILWORTH, Ontario
N0G 2E0
Attention: CAO

in the case of the Licensee to:

Packet –Tel Corp.
cob Packet Works
515 Dotzert Court
WATERLOO, Ontario
N2L 6A7
Attention: John Fagg

Any notice shall be deemed to be effectively given on the date of personal delivery or on the expiration of the fifth (5th) day following the day on which such mailing was affected, except in the case of postal interruption when personal service only shall be effective.

TERMINATION

12. If the Licensee defaults in performing any of its obligations under this agreement, the Licensor shall give written notice to the Licensee of such default giving the Licensee fifteen (15) days to remedy such default failing which the Licensor may terminate this Licence and the Licensee shall then forthwith remove its chattels and fixtures, if any, from the Site and shall restore the Site to the condition in which it was at the commencement of this agreement.

SUCCESSORS

13. This agreement and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, its permitted successors and assigns.

GENERAL PROVISIONS

14. This agreement may only be amended in writing executed by both parties hereto.
15. The parties acknowledge that this agreement does not grant any interest, whether legal or equitable, to the Licensee in or to any real property of the Licensor.
16. The Licensee shall maintain all equipment in good repair at its own expense and shall repair on written notice from the Licensor.

17. The Licensee shall leave the Site in substantially the same condition at the expiry of this Agreement as it was at the commencement and the Licensee may remove its equipment from the Site provided all damage occasioned thereby shall forthwith be repaired by the Licensee at its expense.
18. The Licensee shall comply with all Federal, Provincial and Municipal laws, Rules, Regulations and By-laws and shall hold the Licensor harmless from the consequence of its failure to do so.
19. The Licensor shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Site or for any loss of or damage or injury to property belonging to the Licensee or any other person unless such injury, loss or damage is due to the Licensor's negligence or default or the negligence or default of those for whom the Licensor is in law responsible.
20. The Licensee shall fully indemnify and save harmless the Licensor from and against all construction liens and related costs and other claims in connection with all work performed by or for the Licensee on the Site, and shall promptly remove all registered claims from title.
21. This agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly caused this agreement to be executed.

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

Per: _____
Raymond Tout – Mayor

Per: _____
Mike Givens – CAO/Clerk
We have authority to bind the corporation.

PACKET-TEL CORP.

Per: _____
President – John Fagg
I have authority to bind the corporation.



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 11, 2014**

**FROM: Paul Dowber
Treasurer**

**SUBJECT: TREASURER'S REPORT TR2014-08
Award of Tender WN2014-03 for One (1) Backhoe/Loader**

RECOMMENDATION

THAT report TR2014-08 in regards to Tender WN2014-03 be received by council

AND FURTHER that the Council of Wellington North Award Tender WN2013-03 to Nortrax at a cost of \$100,239.71

AND FURTHER that the \$239.71 difference between purchase price and budget come from the Equipment Reserve.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Public Works Committee Report #4 from July 15, 2014.

BACKGROUND

The 2014 Capital Budget provides for the replacement of a 2002 Case Backhoe/Loader. Staff confirmed the need for the replacement of the current backhoe based on the deterioration and the cost of repair to the present unit.

Tenders were submitted by Nortrax and Strongco. Strongco's tendered Case 580 Super N cost was \$116,810.30 (with optional Front Snowblade and three year warranty).

The recommended John Deere 310DK tendered by Nortrax meets the specifications as set out by the Roads Department in the tender.

The optional warranty brings the purchase price over budget by \$239.71; however staff's recommendation is that the potential savings in repairs over the three year period will most likely outweigh the small variance.

Financial Implications

Quotation from Nortrax

John Deere 310SK Backhoe	\$ 108,290.00
Front Snowblade	\$ 10,160.00
Less: Trade for 2002 Case 580 SM	\$ (23,000.00)
Three (3) Year Warranty	\$ 3,056.00
H.S.T.	<u>\$ 12,805.78</u>
Total purchase price	\$ 111,311.78
Less H.S.T. rebate	\$ <u>(11,072.07)</u>
Grand Total	\$100,239.71

PREPARED BY:

RECOMMENDED BY:

Paul Douber
Treasurer

Mike Givens
CHIEF ADMINISTRATIVE OFFICER

RECEIVED

JUL 15 2014

TWP. OF WELLINGTON NORTH

Tuesday, July 15, 2014

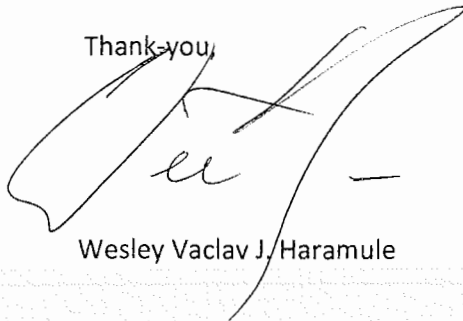
To whom it may concern,

Please be advised that Post Time Pub & Grill, Inc. is pleased to once again host Buzz & Tom's Charity Bike Run in support of Groves Memorial Hospital at our location at 257 George St., in Arthur, ON.

We will be applying for a temporary licence extension at our premises to accommodate our guests. We expect about 650 visitors, in small groups, throughout the day, between the hours of 11 am and 6 pm.

The planned date for this event is Saturday, August 23, 2014. Please contact us at (519) 848-6459 if there are any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read 'Wesley Vaclav J. Haramule', written over a horizontal line.

Wesley Vaclav J. Haramule

VIA EMAIL

July 11, 2014

The Honourable Michael Chong, MP, Wellington-Halton Hills
The Honourable Lisa Raitt, MP Halton
Mike Wallace, MP, Burlington
Terence Young, MP, Oakville
Eleanor McMahon, MPP, Burlington
Indira Naidoo-Harris, MPP, Halton
The Honourable Kevin Flynn, MPP, Oakville
Ted Arnott, MPP, Wellington-Halton Hills
Association of Municipalities of Ontario (AMO), Pat Vanini
All Ontario Municipalities

Please be advised that at its meeting held, Wednesday, July 09, 2014 the Council of the Regional Municipality of Halton adopted the following resolution:

RESOLUTION: Protection of Public Participation Act, 2014 (Bill 83)

WHEREAS Bill 83, Protection of Public Participation Act, 2014, being "An Statutory Powers of Procedure Act in order to protect expression on matters of public interest" (hereinafter "Bill 83"), was introduced into the Provincial Legislature in June 2013;

WHEREAS Bill 83 was introduced by the government out of concern that Strategic Lawsuits Against Public Participation (SLAPP), being lawsuits brought before the court by one party against another party or individual as a tactic for silencing or intimidating the other party, are having a chilling effect on public participation on contentious matters of public interest in Ontario;

WHEREAS Bill 83 is intended to protect persons from being subjected to legal proceedings that would stifle their ability to speak out on public issues or promote, in the public interest, action by the public or any level of government;

WHEREAS the ability to engage in public participation forums is the foundation of a democratic society;

WHEREAS there exist a number of high profile environmental issues in the Regional Municipality of Halton that are of public interest and that have generated a great deal of debate in the community;

WHEREAS Regional Council is of the opinion that public participation in matters of public interest ought to be encouraged and not discouraged through tactics such as strategic lawsuits against public participation;

WHEREAS provision is made in Bill 83 to amend the Courts of Justice Act for such SLAPP legal proceedings to be dismissed at an early stage and for defendants subjected to such proceedings to be indemnified for incurred costs in such proceedings with the potential for additional damages to be awarded in appropriate circumstances;

WHEREAS provision is made in Bill 83 to amend the Libel and Slander Act to state that any qualified privilege that applies in respect of an oral or written communication on a matter of public interest between two or more persons who have a direct interest in the matter applies regardless of whether the communication is witnessed or reported on by media representatives or other persons;

WHEREAS provision is made in Bill 83 to amend the Statutory Powers Procedure Act to provide that submissions for a costs order in a proceeding must be made in writing, unless the tribunal determines that to do so is likely to cause a party to the proceeding significant prejudice;

THEREFORE BE IT RESOLVED THAT the Council of The Regional Municipality of Halton advise the newly elected Premier of the Province of Ontario, the Honorable Kathleen Wynne, Halton MP's and MPP's, party leaders and all Ontario municipalities of its support for the Protection of Public Participation Act, 2014 and request that Bill 83 be re-introduced forthwith in the Legislature;

THAT the Regional Chair be requested to meet with Halton's newly elected Members of Provincial Parliament to encourage the Province to reintroduce the anti-SLAPP legislation; and

THAT the Association of Municipalities of Ontario be requested to support this resolution.

As per the above resolution, please accept this correspondence for your information and consideration.

If you have any questions please contact Ms. Karyn Bennett, Regional Clerk & Director of Council Services.

Sincerely,



Kathy Kielt
Deputy Clerk and Supervisor of
Council & Committee Services

c. Karyn Bennett, Regional Clerk & Director of Council Services

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

BY-LAW NUMBER 59-14

BEING A BY-LAW TO AMEND BY-LAW NUMBER 5000-05, A BY-LAW TO REGULATE THE PARKING OR STOPPING OF VEHICLES ON HIGHWAYS, PUBLIC PARKING LOTS AND IN SOME INSTANCES, PRIVATE PROPERTY WITHIN THE TOWNSHIP OF WELLINGTON NORTH.

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

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended provides that every Council may pass such by-laws;

WHEREAS the Council of The Corporation of the Township of Wellington North deems it expedient to erect "No Stopping" Signs on the south side of **York Street** in the former Town of Mount Forest, now in the Township of Wellington North.

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

1. **THAT Schedule "F" No Stopping Zones (Mount Forest)** to By-law No. 5000-05 be amended by adding the following:

Highway	Side(s)	Between	Time
York Street	South	Parkside Drive to Peel Street	Monday to Friday 8:00 a.m. to 9:30 a.m. and 2:30 p.m. to 4:00 p.m.

2. **THAT** this by-law shall come into force and take effect, when properly worded "**No Stopping**" signs have been erected.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 60-14

**A BY-LAW RESTRICTING THE WEIGHT OF VEHICLES PASSING
OVER BRIDGES**

AUTHORITY: Highway Traffic Act, R.S.O. 1990, Chapter H.8, as amended,
Part VIII, Sections 123, and 125.

WHEREAS Part VIII, Section 123, subsection 2 of the Highway Traffic Act, R.S.O. 1990, as amended provides that the municipal corporation or other authority having jurisdiction over a bridge may by by-law make regulations limiting the weight of any vehicle or combination of vehicles or any class thereof passing over such bridge;

AND WHEREAS it is deemed expedient to limit the weight of vehicles passing over bridges in the Township of Wellington North;

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

1. THAT no vehicle or combination of vehicles or any class thereof, whether empty or loaded, having a gross weight exceeding that set forth in Schedule A attached, shall be operated over these bridges.
2. THAT the penalties provided in Section 125 of the Highway Traffic Act shall apply to offences against this by-law.
3. THAT this by-law shall not become effective until a notice of the limit of the weight permitted legibly printed has been posted in a conspicuous place at each end of the bridge.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT,
MAYOR**

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

**SCHEDULE A
TO BYLAW NUMBER 60-14**

STRUCTURE NO.	LOCATION	GROSS LOAD TONNES
21	Sideroad 8 East Between Hwy 6 and Concession 2 - single lane bridge	12

Bridge number and location are based on information from the current Bridge Report prepared by B. M. Ross and Associates Limited.

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

BY-LAW NUMBER 61-14

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AMENDING AGREEMENT BETWEEN THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Canada-Ontario-AMO-Toronto Agreement for the Transfer of Federal Gas Tax Revenue under Keeping Canada's Economy and Jobs Growing Act)

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 Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of Keeping Canada's Economy and Jobs Growing Act, S.C. 2011, c. 24;

AND WHEREAS Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

AND WHEREAS the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities, represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

AND WHEREAS the Corporation of the Township of Wellington North wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

AND WHEREAS AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in the Agreement.

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

1. That the Corporation of the Township of Wellington North enter into an amending agreement with The Association of Municipalities of Ontario in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the CAO/Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said amending agreement and all other documentation required under the Canada-Ontario-AMO-Toronto Agreement, on behalf of the Corporation.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11TH DAY OF AUGUST, 2014.

**RAYMOND TOUT,
MAYOR**

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

TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 61-14
SCHEDULE "A"

Appendix "A"

**MUNICIPAL FUNDING AGREEMENT
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE TOWNSHIP OF WELLINGTON NORTH

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "Recipient")

WHEREAS the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24;

WHEREAS Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

WHEREAS AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Asset Management Plan” means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario’s Building Together: Guide for Asset Management Plans.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the *Corporations Act, 1990* R.S.O. 1990, Chapter c.38.

“Base Amount” means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act, 1997* S.O. 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

“Canada” means Her Majesty in Right of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)

“Event of Default” has the meaning given to it in Section 12.1 of this Agreement.

“First Agreement” means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the TOWNSHIP OF WELLINGTON NORTH, with an expiry date of March 31, 2015.

“Funds” mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C.

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Lower Tier Municipality” means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“One Investment Program” means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers’ Association of Ontario.

“Outcomes Report” means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

“Oversight Committee” means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.

“**Parties**” means AMO and the Recipient.

“**Recipient**” has the meaning given to it on the first page of this Agreement.

“**Third Party**” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“**Transfer By-law**” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“**Unspent Funds**” means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient's 2013 Annual Expenditure Report (as defined under the First Agreement).

“**Upper Tier Municipality**” means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.

2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.

2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:
- (a) Providing upfront project information on an annual basis for communications purposes;
 - (b) Including Canada in local project communications; and
 - (c) Installing federal project signs.
- 3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.
- 3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- (a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
 - (a) The allocation and transfer shall be authorized by by-law (a "**Transfer By-law**"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
 - (b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
 - (c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- (a) The provision of such support shall be authorized by a by-law (a “Non-municipal Transfer By-law”). The Non-municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
 - (b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.
 - (c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.
- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.
- 6.5 **Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the Ontario *Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient’s investment policy; and,
 - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.

- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31st following each Municipal Fiscal Year on:
- (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
 - (b) the amounts received from another Municipality;
 - (c) the amounts transferred to another Municipality;
 - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
 - (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.
- 7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be

provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

8. ASSET MANAGEMENT

- 8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.
- 8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

9. RECORDS AND AUDIT

- 9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.
- 9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

10. INSURANCE AND INDEMNITY

- 10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance,

which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.

- 10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.
- 10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- (a) the Funds;
 - (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
 - (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and

- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

11. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.
- 11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
 - (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.
- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

- 14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

- 14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

(a) If to AMO:

Executive Director
Federal Gas Tax Fund Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856

Facsimile: 416-971-6191

Email: gastax@amo.on.ca

(b) If to the Recipient:

Paul Dowber
Treasurer
Township of Wellington North
P.O. Box 125, 7490 Sideroad 7 West,
Kenilworth, ON N0G 2E0
Telephone: (519) 848-3620 x32
Facsimile: (519) 848-3228
Email: pdowber@wellington-north.com

15. MISCELLANEOUS

- 15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 15.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.
- 15.6 **AMO, Canada and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.
- 15.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada or AMO.

- 15.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 15.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

16. SCHEDULES

16.1 This Agreement, including:

- Schedule A Schedule of Fund Payments
- Schedule B Eligible Project Categories
- Schedule C Eligible and Ineligible Expenditures
- Schedule D Reporting
- Schedule E Communications

constitute 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.

17. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

TOWNSHIP OF WELLINGTON NORTH

By:

 Name:
 Title:

 Date

Affix
 Corporate
 Seal

 Name:
 Title:

 Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

Affix
Corporate
Seal

By:

Title: Executive Director

Date

In the presence of:

Witness:
Title:

Date

SCHEDULE A

SCHEDULE OF FUND PAYMENTS

RECIPIENT'S NAME: TOWNSHIP OF WELLINGTON NORTH

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

Year	Schedule of Fund Payments	
	Payment #1	Payment #2
2014	\$166,160.64	\$166,160.64
2015	\$166,160.64	\$166,160.64
2016	\$174,468.68	\$174,468.67
2017	\$174,468.68	\$174,468.67
2018	\$182,776.71	\$182,776.70

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.

SCHEDULE B

ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

13. Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure - i.e. recreational facilities or networks.
15. Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C

ELIGIBLE AND INELIGIBLE EXPENDITURES

1. Eligible Expenditures

1.1 Eligible Expenditures of Recipients will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - (ii) training directly related to asset management planning; and
 - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 **Employee and Equipment Costs:** The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

1.3 **AMO as Agreement Administrator:** Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
 - (i) regional and local airports;
 - (ii) short-line rail;
 - (iii) short-sea shipping;
 - (iv) disaster mitigation;
 - (v) broadband connectivity;
 - (vi) brownfield redevelopment;
 - (vii) cultural infrastructure;
 - (viii) tourism infrastructure;
 - (ix) sport infrastructure; and
 - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

**SCHEDULE D
REPORTING**

1. Annual Report

By March 31st of each year, the Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- (a) Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2014 - 20xx
Opening Balance ¹	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from a Municipality	\$xxx	\$xxx
Transferred to a Municipality	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

- (b) Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project category	Total Project Cost	Funds (GTF) Spent	Completed
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)

¹For the 2014 *Annual Report* this means the amount reported as unspent by the *Recipient* at December 31, 2013 as reported in the 2013 *Annual Expenditure Report* (as defined under the First Agreement).

2. **Project Outcomes.**

The Outcomes Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving:

- (a) Beneficial impacts on communities of completed Eligible Projects; and
- (b) Enhanced impact of Funds as a predictable source of funding.

3. **Asset Management Outcomes.**

On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

SCHEDULE E

COMMUNICATIONS PROTOCOL

1. **Purpose.** The provisions of this Communications Protocol apply to all communications activities related to any Funds and Eligible Projects. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.
2. **Information Sharing.** The Recipient agrees to provide AMO with upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, in an electronic format deemed acceptable by AMO, by March 31. Information will include, at a minimum: Eligible Project name, Eligible Category, Eligible Project description, total budgeted federal contribution (gas tax) and anticipated start date.
3. **Project Signage**
 - 3.1 The Recipient may have a sign recognizing its contribution to Eligible Projects.
 - 3.2 At Canada's request, the Recipient will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content and installation guidelines will be provided by Canada.
 - 3.3 Where the Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project and be approved by Canada.
 - 3.4 The Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
 - 3.5 The Recipient agrees to inform AMO of signage installations, in a manner determined by AMO.
4. **Media Events and Announcements for Eligible Projects**
 - 4.1 The Recipient agrees to have regular announcements of Eligible Projects that are benefitting from the Funds that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
 - 4.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
 - 4.3 Canada, AMO or the Recipient, may request a media event or announcement.
 - 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of AMO, Canada and the Recipient. AMO as administrator will ensure prior knowledge and agreement of other signatories to the Canada-Ontario-AMO-Toronto Agreement.

- 4.5 Canada, AMO or the Recipient in requesting a media event or an announcement will provide at least 21 working days' notice to the Parties of their intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada. The AMO, Canada and the Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.
- 4.6 The conduct of all joint media events, announcements and products will follow the Table of Precedence for Canada as outlined at the current Government of Canada website.
- 4.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.
5. **Program Communications**
- 5.1 The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 5.2 When undertaking such activities, the Recipient will provide the opportunity for AMO and Canada to participate and will recognize the funding of all contributors.
- 5.3 Canada and AMO agree that they will not unreasonably restrict the Recipient from: (i) using, for its own purposes, public communications products related to the Funds prepared by Canada or AMO ("**Communication Products**") or, (ii) linking to web-based Communication Products.
- 5.4 Notwithstanding Section 4 of Schedule E, Canada retains the right to meet its obligations to communicate information to Canadians about the use of Funds through communications products and activities.
6. **Operational Communications**
- 6.1 The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 6.2 The Recipient will share information promptly with Canada and AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise Recipients, when appropriate, about media inquiries received by it concerning an Eligible Project and, when appropriate, other signatories to the Canada-Ontario-AMO-Toronto Agreement will advise the Recipient about media inquiries, concerning an Eligible Project.
7. **Communicating Success Stories.** The Recipient agrees to communicate with Canada and AMO for the purposes of collaborating on communications activities and produces

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.

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

BY-LAW NUMBER 62-14

**BEING A BY-LAW TO DELEGATE CERTAIN AUTHORITY TO THE
CHIEF ADMINISTRATIVE OFFICER/CLERK DURING AN ELECTION
PERIOD**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 275

WHEREAS Section 275 of the Municipal Act, 2001, Chapter 25, as amended restricts actions that can be taken after Nomination Day (September 12, 2014) or Election Day (October 27, 2014);

AND WHEREAS sub section 275 (6) allows for restricted actions to be delegated by Council for the "Lame Duck" period, if it applies;

NOW THEREFORE the Council of The Corporation of the Township of Wellington North enacts as follows during a "Lame Duck" period:

1. THAT the Chief Administrative Officer/Clerk be permitted to appoint or remove from office any officer of the municipality.
2. THAT the Chief Administrative Officer/Clerk be permitted to hire or dismiss any employee of the municipality.
3. THAT the Chief Administrative Officer/Clerk be permitted to authorize expenditures or incur any other liability which exceeds \$50,000, provided they are made in accordance with the Township's Purchasing Policy.
4. THAT the Chief Administrative Officer/Clerk be permitted to dispose of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal with consideration of By-Law Number 9-08 Sale and Other Disposition of Land.
5. This By-law is in effect until the December 1, 2014 Inaugural Meeting of Council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT,
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 63-14

**BEING A BY-LAW FOR GOVERNING THE CALLING, PLACE AND
PROCEEDINGS OF MEETINGS OF COUNCIL AND ITS
COMMITTEES.**

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THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 63-14

BEING A BY-LAW FOR GOVERNING THE CALLING, PLACE AND PROCEEDINGS OF MEETINGS OF COUNCIL AND ITS COMMITTEES.

WHEREAS the Council of the Township of Wellington North wishes to enact a by-law pursuant to Section 238 of the *Municipal Act 2001*, as amended, which requires that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings; and that the procedure by-law shall provide for public notice of meetings,

NOW THEREFORE the Council of the Township of Wellington North hereby enacts the following:

1. DEFINITIONS

In this By-law, the following terms shall have the following meanings:

- 1.1 "Act" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.
- 1.2 "Acting Mayor" means a Member of Council appointed to fulfill the duties of the Mayor in his or her absence.
- 1.3 "Addendum" means an added item or items of business that have arisen since the publication of the agenda for Council or Committee of Council which are of an urgent nature and must be addressed prior to the following Meeting of Council or Committee of Council.
- 1.4 "Chair" means the Mayor or the Presiding Officer of a meeting.
- 1.5 "Clerk" means the Clerk, of the Municipality.
- 1.6 "Closed Session" means that part of a meeting closed to the public in accordance with the provisions of the *Municipal Act, 2001, as amended*.
- 1.7 "Committee" means any standing, advisory or other committee, subcommittee or similar entity.
- 1.8 "Council" the Council of the Township of Wellington North.

- 1.9 "Delegation" means a person permitted to address the Council or Committee in accordance with procedure adopted by Council.
- 1.10 "Inaugural Meeting" means the first meeting of Council held after a municipal election in a regular election year.
- 1.11 "Majority Vote" means the vote of more than half of the members present at a properly constituted meeting at which a quorum is present.
- 1.12 "Mayor" means the Head of Council.
- 1.13 "Meeting" means any regular, special or other meeting of a Council, or a local board or a committee of either of them.
- 1.14 "Member" means a member of Council of The Corporation of The Township of Wellington North.
- 1.15 "Municipal Election" means a municipal election held pursuant to the Municipal Elections Act.
- 1.16 "Municipality" means The Corporation of The Township of Wellington North.
- 1.17 "Point of Order" means an issue to which a member calls attention to:
- (a) Any breach of the rules of order pursuant to this Procedural By-law; or
 - (b) Any defect in the constitution of any meeting; or
 - (c) The use of improper, offensive or abusive language; or
 - (d) Notice of the fact that the matter under discussion is not within the scope of the proposed motion; or
 - (e) Any other informality or irregularity in the proceeding of the meeting.
- 1.18 "Presiding Officer" means:
- (a) The Mayor, or
 - (b) In the absence of the Mayor, the Acting Mayor.
 - (c) In the absence of both, a member of the Council appointed to chair the meeting.

- 1.19 "Quorum" means a majority of the whole number of members of Council, or Committee, unless the by-law establishing the Committee is permitted to and provides for a lower figure; or if legislation such as the Municipal Conflict of Interest provides otherwise.
- 1.20 "Recorded Vote" means the recording of the name and vote of every Member of Council or Committee on any motion, unless the Member is disqualified from voting.
- 1.21 "Resolution" means the decision of the Council or Committee of council on any motion.
- 1.22 "Rules of Order" means the rules established by the by-law to govern the proceedings of Council and its Committees.
- 1.23 "Special Meeting" means a meeting not scheduled in accordance with the approved schedule of meetings, and duly called within the authority of the Act, or other legislation.
- 1.24 "Township" means The Corporation of the Township of Wellington North.

2. **RULES OF ORDER**

- 2.1 The rules and regulations contained within this by-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and the dispatch of business of the Council and, with the necessary modifications, for all Committees of Council, unless otherwise prescribed.

3. **AMENDMENTS**

- 3.1 No amendment or repeal of this by-law or any part of it shall be considered at any meeting of the Council unless notice of the proposed amendment or repeal has been given at a previous meeting of the Council. Waiving of this notice by the Council is prohibited.

4. **INAUGURAL MEETING OF COUNCIL**

- 4.1 The Inaugural Meeting of Council following a regular election shall be held on the first Monday in December in the Council Chambers of the Township of Wellington North office building, Kenilworth, Ontario.
- 4.2 The Inaugural Agenda shall include, but is not limited to include:
- Declaration of Office in accordance with the provisions of the Municipal Act, S.O., 2001, c 25, as amended.
 - Address by the Mayor
 - Passage of the Confirmatory By-law

5. **MEETINGS**

Quorum

- 5.1 Unless there is a Quorum present within fifteen (15) minutes after the time appointed for a meeting, the Council or Committee of Council shall stand adjourned until the next meeting date, and the Clerk shall record the names of the Members present at the expiration of fifteen (15) minutes.
- 5.2 As soon after the hour of meeting as there is a Quorum present, the Mayor shall call the members to order. In the absence of the Mayor or Acting Mayor, the Clerk shall call the Members to order. A chair shall be chosen from the members present and that person shall preside during the meeting or until the arrival of the Mayor or Acting Mayor.

Acting Head of Council

- 5.3 In the absence of the Mayor, Councillors are appointed as Acting Head of Council in accordance with the following schedule:
- | | |
|---|--------------------------|
| 1st quarter of year (January to March) | - Councillor, Ward One |
| 2nd quarter of year (April to June) | - Councillor, Ward Two |
| 3rd quarter of year (July to September) | - Councillor, Ward Three |
| 4th quarter of year (October to December) | - Councillor, Ward Four |

Location of Meetings

- 5.4 All meetings of Council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth. Notwithstanding the foregoing that meetings be held in the Council Chambers, other meeting locations within the Township may be deemed necessary from time to time, subject to notice being given in accordance with this by-law.
- 5.5 In the case of a declared Emergency, a Meeting of Council may be held at another location within or outside of the boundaries of the Township, at the call of the Mayor in accordance with the provisions of the Emergency Plan.
- 5.6 A Meeting of Council in conjunction with the Council of one or more other municipalities for the consideration of matters of common interest may be held within a municipality adjacent to Wellington North and notice shall be given in accordance with this by-law.

Date and Time of Regular Meetings of Council

- 5.7 Council Meetings shall be held every other Monday of the year, with the exception of July and August when meetings shall be held only on the second Monday of each month; in accordance with a schedule adopted by Council and posted on the Municipality's website.
- 5.8 The Clerk shall, before the first meeting in December of each year, present to Council for adoption the schedule of Regular Council dates for the following calendar year.
- 5.9 In the event that the Monday designated for holding a Regular Meeting of Council fall on a public or statutory holiday, Council may meet on the next day that is not a holiday.
- 5.10 All Regular Meetings of Council shall commence at seven o'clock p.m. (7:00 p.m.)

Public Notice of Meetings

- 5.11 In December of each year the schedule of Regular Council Meetings shall be posted on the Township's website following adoption by Council.

5.12 The agenda, and supporting documentation, for all Regular Council Meetings will be posted on the Township's website no later than 12 noon on the Friday prior to the Meeting date.

Open Meetings

5.13 All Meetings of Council or Committee shall be open to the public unless required or permitted by law for the public to be excluded.

Closed Meeting Sessions

5.14 A Meeting or part of a Meeting may be closed, provided that, before holding the Closed Session, a Resolution shall be passed stating the fact of the holding of the Closed Session and the general nature of the matter to be considered at the Closed Session.

5.15 Notice of a possible Closed Session shall be published in the Agenda or a Closed Session may occur during a Meeting, if necessary, to conduct the business of Council

5.16 A meeting or part of a meeting may be closed to the public if the subject matter being considered is

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which council, board, Committee or other body is authorized or required to exclude the public from a meeting under another Act;
- h) the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act;

- i) or for the purpose of educating or training the members of Council, Board, or a Committee; and further at the education or training meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, board, or committee.

5.17 A Meeting shall not be closed during the taking of a vote unless the subject matter of the meeting consists of one or more of the exceptions cited in the subsection above wherein Meetings are permitted to be closed, and the vote is for a procedural matter or for giving directions or instructions to officers or agents of the body.

6. MATTERS PERTAINING TO MEETINGS

Agendas and Supporting Material

6.1 The Clerk shall prepare an agenda for each meeting. The agenda shall be formatted as follows; however, minor modifications to the matters included or the order of business may be made in preparation of the agenda without requiring amendment to this by-law.

- a) Call to order
- b) Singing of O Canada
- c) Disclosure of pecuniary interest(s) and the general nature thereof
- d) Minutes of previous meeting(s)
- e) Delegations;
- f) Standing committee, staff reports, minutes and recommendations
- g) Correspondence for Council's Review and Direction
- h) By-laws
- i) Items for Council's information
- j) Township of Wellington North Cultural moment (first meeting of the month)
- k) Notices of motion
- l) Announcements
- m) Closed meeting session (if required)
- n) Confirmatory by-law
- o) Adjournment

Agendas and Supporting Material

6.2 It shall be the duty of the Clerk to ensure that the minutes of the last regular meeting, and all special and Committee of Council meetings held more than seven business days prior to a regular meeting, together with the agenda are available to the members of Council not later than 4:30 p.m. on the Thursday preceding the Council meeting.

Use of Agenda

- 6.3 a) The business of the Council shall in all cases be taken up in the order in which it stands upon the agenda unless otherwise decided by the Council
- b) An item of business or matter not listed on the agenda cannot be introduced at a Council meeting without the approval of Council expressed by motion, in conjunction with section 1.3.

Minutes

- 6.4 Minutes of meetings shall be taken and shall record, without note or comment
- a) The place, date and time of the meeting;
- b) The name of the presiding officer and record of the attendance of the members;
- c) Adoption of the minutes of previous meetings
- d) All other proceedings of the meeting

Curfew

6.5 Meetings shall stand adjourned at the earlier of four (4) hours after commencement of meeting or 11:00 p.m.; but, business may be continued to a specified time upon a resolution passed by a majority of the members present prior to 11:00 p.m.

Change of Date, Location or Time

6.6 Council may, by resolution, alter the date, location and/or time of a regular meeting provided that notice of the change is posted at the municipal office, and on the Township's website in accordance with the notice provisions required by this by-law.

7. PROCEDURES FOR COUNCIL MEETINGS

Duties of Presiding Officer

7.1 The presiding officer shall:

- a) Open the meeting by calling all members to order;
- b) Announce the business before the Council in the order in which is to be acted upon;
- c) Receive and submit, in the proper manner, all motions presented by the members of Council;
- d) Put to vote all questions which are regularly moved and seconded, or necessarily arise in the course of proceedings, and to announce the result;
- e) Decline to put to vote motions which infringe the rules of procedure;
- f) Restrain the members within the provisions of this by-law and the Act, when engaged in debate;
- g) Enforce on all occasions the observance of order and decorum among the members and guests and if necessary order the individual or group to vacate the Council Chamber should the disruptive behaviour persist;
- h) Authenticate by their signature, when necessary, all by-laws, resolutions and minutes of Council;
- i) Inform Council, when necessary, or when referred to for the purpose, in a point of order or usage;
- j) Represent and support the Council, and its decisions.
- k) Endeavour to ensure that the decisions of Council are in conformity with the laws and by-laws governing the activities of council;
- l) Expel any person for improper conduct at a meeting;
- m) Recess a meeting at any time for not more than 10 minutes;
- n) Adjourn the meeting when business is concluded;
- o) Adjourn the meeting, without question, in the case of grave disorder arising in the Council Chamber.

7.2 The Head of Council or the Presiding Officer except where disqualified to vote by reason of pecuniary interest or otherwise, shall vote with the other members on all questions, and any resolution on which there is an equality of votes shall be deemed to be defeated.

- 7.3 If the Head of Council or Presiding Officer desires to vacate the chair for the purpose of taking part in the debate or otherwise they shall call upon one of the Councillors to take the Chair until they resume the Chair.

Point of Order and Privilege

- 7.4 The presiding officer shall preserve order and decide points of order and personal privilege, but an appeal lies to Council.
- 7.5 The Council, if appealed to, shall decide the point without debate and its decision shall be final.

Delegations

- 7.6 Every communication, including a petition designed to be presented to the Council shall be legibly written or printed and shall not contain any obscene or improper matter or language and shall be signed by at least one person and filed with the Clerk to be placed on the agenda for consideration. Submissions must be received by the Clerk not later than 12:00 noon, on the Wednesday preceding the Council meeting.
- 7.7 Any person or persons wishing to appear before Council shall give notice to the Clerk or designate prior to 12:00 noon on the Wednesday prior to the meeting of Council. The delegation shall submit its request in writing, together with a written submission detailing the matters that the delegation wishes to present to the Council. Such written submission shall be circulated with the Council Agenda.
- 7.8 Regardless of the number of individuals forming a delegation, a delegation addressing Council shall be limited to a maximum of ten (10) minutes for its address, unless an extension of no more than a further five (5) minutes is approved by resolution of Council. The number of delegations will be limited to four (4) at any meeting of Council.
- 7.9 No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public or Council and Committee.

- 7.10 Members of Council only may ask questions seeking information or clarification from the delegation. All questions shall be addressed through the Presiding Officer.
- 7.11 When the subject matter of a deputation is such that a decision of Council is requested, appropriate resolutions to direct staff to report may be presented for consideration. Where Council is of the opinion that a report from staff is not necessary to assist it to make a decision, Council may make a resolution.

By-laws

- 7.12 Every by-law shall be introduced upon motion by a member of the Council, specifying the title of the by-law to be introduced.
- 7.13 Every by-law when introduced shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any Act, and shall be complete with the exception of the number and date thereof.
- 7.14 Every by-law , in order to be passed, shall have three readings prior to being passed, and said readings may be held at the same meeting, and may be entertained in one, two or three separate motions.
- 7.15 The Clerk shall set out on all by-laws enacted by Council the date(s) of the reading or readings of them. Every by-law enacted by the Council shall be numbered and dated and shall be sealed with the seal of the Corporation and signed by the Clerk and the presiding officer and shall be deposited with the Clerk for safekeeping.
- 7.16 Prior to the adjournment of each meeting of Council a By-law to confirm all actions taken by Council at that meeting shall be passed.

Motions

- 7.17 A motion must be formally seconded before the presiding officer can put the question or a motion can be recorded in the minutes.
- 7.18 All motions, except as otherwise provided for by this by-law, shall be in writing and seconded before being debated or put from the Chair. Verbal motions duly moved and seconded, may be accepted at the discretion of the Chair.

7.19 The following matters and motions with respect thereto may be introduced orally without written notice and without leave, except as otherwise provided by this by-law:

- a) A point of order or personal privilege.
- b) To postpone indefinitely or to a day certain.
- c) To move the previous question (request an immediate vote on the main motion).

7.20 The following motions may be introduced without notice and without leave, but such motions shall be in writing and signed:

- a) To refer to committee, solicitor, staff
 - (i) A motion for referral shall preclude all amendments of the main question.
- b) To amend
 - (i) An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject, shall not be in order. Only one amendment shall be allowed to an amendment.
 - (ii) A motion to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the motion as it would stand, if so amended.
 - (iii) Amendments shall be put in the reverse order that they are received by the Presiding Officer. Every amendment submitted shall be in writing, and it shall be decided before the main question is put to the vote.
- c) To defer
- d) To defer to a certain time
 - (i) Requires that a specific date, passage of an event, or Council session be stated in the motion.
- e) To adjourn.
 - (i) A motion to adjourn the Council, or to adjourn the debate, shall always be in order.
 - (ii) A motion to adjourn the Council, or the debate, to a certain day, or adding any expression of opinion, or qualification thereto, shall not be subject to debate.

7.21 Once read or stated by the head of Council or presiding officer, a motion may not be withdrawn without the consent of the majority of the members.

- 7.22 Immediately prior to calling for the vote on a motion, the presiding officer shall state, or cause to be stated by the Clerk, the question in the precise form it is to be recorded in the minutes, including any amendments to the question.
- 7.23 After a vote on a motion or a motion as amended is called for, no member shall speak to the question nor shall any other motion be made until after the vote is taken and the result declared.
- 7.24 If a member present at a meeting at the time of a vote requests immediately before or immediately after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the clerk shall record each vote. Any failure to vote by a member who is not disqualified shall be deemed to be a negative vote and the clerk shall record each vote.

Manner of Voting and Rules of Debate

- 7.25 On an unrecorded vote, the manner of determining the decision of the Council shall be at the discretion of the presiding officer and may be by voice, show of hands, standing or otherwise, provided that no votes shall be taken by ballot or any other method of secret voting unless otherwise authorized by the Act.
- 7.26 The presiding officer, except where disqualified to vote, shall vote on all questions.
- 7.27 Every other member present at a meeting of the Council when a question is put shall vote thereon unless prohibited by statute.
- 7.28 Except where expressly provided in statutes, any question in which there is an equality of votes shall be deemed to be defeated.
- 7.29 Every member prior to speaking to any question or motion shall so indicate by addressing the presiding officer. When two or more members wish to speak, the presiding officer shall designate the member who has the floor who shall be the member who, in the opinion of the presiding officer, was first to request to speak.

- 7.30 When the presiding officer calls for the vote on a question, each member shall occupy his or her seat and shall remain in his or her place until the result of the vote has been declared by the presiding officer, and during such time no member speak to any other member or make any noise or disturbance.
- 7.31 When a member is speaking, no other member shall interrupt him or her except to raise a point of order.
- 7.32 Any member may require the question or motion under discussion to be read at any time during the debate but not so as to interrupt a member while speaking.
- 7.33 Members shall not speak more than once to the same question without the consent of the head of council or presiding officer. A member, in speaking to a question shall be limited to ten minutes, unless an extension of a further five minutes is approved by motion of Council.

Reconsideration

- 7.34 After a motion has been voted on by Council, no notice of motion for a reconsideration thereof shall be introduced, unless it is moved by a member from among those who voted with the majority, and such motion may only be passed by a majority vote of the entire Council, or
- 7.35 No question shall be reconsidered more than once during a 12 month period, unless such period is truncated by the end of the Council term.

Conduct of Members and Others

- 7.36 Unless otherwise authorized by the presiding officer, all members, staff and persons appearing as delegations shall address Council through the chair and only when recognized to do so.
- 7.37 Persons in the Council Chambers shall not:
- a) Use offensive words or unparliamentary language in or against the Council or against any member, officer, staff or guest;
 - b) Speak on any subject other than the subject in debate;

- c) Disturb another, or the Council, staff or guest by any disorderly conduct;
- d) Interrupt the member who has the floor except to raise a point of order;
- e) Disobey the rules of Council or a decision of the presiding officer or of the Council itself on questions of order or practice or upon the interpretation of the rules of the Council; and in case a member persists in any such disobedience after having been called to order by the presiding officer, the presiding officer may forthwith put the following question without amendment, adjournment or debate – “that such member be ordered to leave his or her seat for the duration of the meeting of the Council”; provided that if the member apologizes, he or she may, by vote of Council, be permitted to retake his or her seat.

Pecuniary Interest

7.38 In all matters and under all circumstances members shall be guided by and shall have regard to the Municipal Conflict of Interest Act or successor legislation.

Confidential Information

7.39 All information, documentation or deliberations received, reviewed or taken in a closed meeting is confidential

7.40 No member shall release or make public any information considered at a closed meeting, or discuss the content of such a meeting with persons other than members of Council or relevant staff members, without the authorization of Council.

8. SPECIAL MEETINGS OF COUNCIL

8.1 The Mayor may, at any time, call a Special Meeting of Council within twenty-four (24) hours notice to the Clerk and Members of Council.

8.2 A Special Meeting of Council may be called upon the petition of a majority of the members of Council and the petition shall state the business to be considered at the Special Meeting and no business other than that stated in the Notice shall be considered at such Meeting.

- 8.3 The petition shall state the time and date of the Special Meeting, not less than twenty-four (24) hours from the date of the submission of the petition and the Clerk shall provide notice of said Special Meeting to the Public on the Township website.
- 8.4 The Clerk shall provide notice of a Special Meeting of Council or a re-scheduled Meeting not less than twenty-four (24) hours before the appointed time of the Meeting on the Township's website.

9. **REVIEW OF BY-LAW**

- 9.1 The Procedural By-law shall be reviewed in the third year of each term of Council.

10. **MATTERS NOT PROVIDED FOR IN PROCEDURAL BY-LAW**

- 10.1 Where a matter is not provided for in the Procedural By-Law, or, in the case of conflict with the Procedural By-Law, Bourinot's Rules of Order will be relied on.

11. **REPEAL OF PREVIOUS PROCEDURAL BY-LAW**

- 11.1 By-law Number 1-99 and any by-laws inconsistent with this by-law are hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT,
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 64-14

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE
PLAN AGREEMENT (Part Park Lot 5, South Side Smith Street,
Crown Survey Village of Arthur, Part 1 on Deposited Plan
60R1496, 2381997 Ontario Inc.)**

WHEREAS:

- A. The following lands owned by 2381997 Ontario Inc. (the Owner) have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area:

Part of Park Lot 5 on the south side of Smith Street, according to the Crown Survey for the Village of Arthur, shown as Part 1 on Deposited Plan 60R1496, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71094-0095

- B. The lands are presently vacant and the Owner wishes to develop them for a gas bar with convenience store and drive-through restaurant as shown and described on plans prepared by Gamsby and Mannerow Engineers.
- C. Wellington North requires the Owner to enter into an agreement as a condition to the approval sought by the Owner under subsection 41(7)(c) and subsection 41(7)(c.1) of the Act and this Agreement shall pertain to both phases of the development.

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

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

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.

RAYMOND TOUT,
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 64- 14

SCHEDULE 1

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of August, 2014.

B E T W E E N:

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

- and -

2381997 ONTARIO INC.
a company incorporated under the laws of the Province of Ontario
"the Owner"
OF THE SECOND PART

WHEREAS:

D. The Owner is the owner of the following lands (hereinafter called "the lands"):

Part of Park Lot 5 on the south side of Smith Street, according to the Crown Survey for the Village of Arthur, shown as Part 1 on Deposited Plan 60R1496, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71094-0095

- E. The lands have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area;
- F. The lands are presently vacant and the Owner wishes to develop them for a gas bar with convenience store and drive-through restaurant as shown and described on plans prepared by Gamsby and Mannerow Engineers;
- G. The Owner has applied to Wellington North for approval under the Act of the plans showing the proposed development and location of all facilities and the works to be provided in conjunction with the development of the lands and the location of all of the facilities and works required by Wellington North under subsection 41(7)(a) of the Act;
- H. Wellington North requires the Owner to enter into this agreement as a condition to the approval sought by the Owner under subsection 41(7)(c) and subsection 41(7)(c.1) of the Act;
- I. As at the date of this Agreement the lands are subject to a first mortgage/charge registered on the 21st day of October, 2013 as instrument number WC387559 and a second mortgage/charge registered on the 21st day of October, 2013 as instrument number WC387560.
- J. Subsection 41(10) of the Act permits the registration of this Agreement on the title to the lands.

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

1. **Site Plan.** The Owner agrees to carry out the work, and to construct and install at its expense all of the structures, services, works and facilities stipulated, described by words and numbers, and shown in and upon the following plans prepared Gamsby and Mannerow Engineers, 1260-2nd Avenue East, Unit 1, Owen Sound, ON., N4K 2J3:
 - (i) The Existing Conditions and Removals Plan (Drawing No. 1, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (ii) The Overall Site Plan (Drawing No. 2, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (iii) The Site Servicing Plan (Drawing No. 3, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (iv) The Grading, Drainage and Erosion Plan (Drawing No. 4, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (v) The Landscape Plan (Drawing No. 5, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (vi) Notes and Details (Drawing No. 6, Project No. 212461) prepared for the Owner with final revision date May 29, 2014 and signed and sealed by I.E. Eriksen on May 29, 2014.
 - (vii) The Gamsby and Mannerow Limited, Consulting Professional Engineers, Storm Water Management Report, proposed gas station, 321 Smith Street, Arthur, Township of Wellington North dated January 2014 and revised March 2014 (File 212461) signed and sealed on April 12, 2014 by I.E. Eriksen, Licensed Professional Engineer and containing Figures No. 1, No. 2, No. 3 and No. 4 and Appendices "A", "B", "C", "D", "E", and "F".
 - (viii) The Red Leonard Associates Photometric Drawing for exterior lighting application (1. Exterior Photometric Application, 2. Fixture Detail, 3. Fixture Specification) bearing No. RL-1834-S1 dated April 7, 2014.

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

2. **Further Description of Work and Location of Site Plan.** Without limiting the generality and scope of the foregoing, all of the specifications and requirements contained in the Site Plan, which is on file at Wellington North's municipal office, shall be adhered to and satisfied by the Owner.
3. **Grading, Use Condition, and Certification.** As part of the obligations under paragraphs 1 and 2, the Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after a professional engineer or architect has given Wellington North, at the Owner's expense, a letter addressed to the Clerk and signed by the engineer or architect certifying that all

services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.

4. **Compliance with Law.** The Owner shall comply with all applicable requirements under the Ontario Water Resources Act, the regulations thereunder, and the Ministry of the Environment with respect to the construction and installation of the storm water management facilities.
5. **Storm Drainage – General.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Wellington North at the expense of the Owner.
6. **Maintenance.** The Owner agrees that all of the works, facilities and matters required on the lands under this agreement shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give Wellington North and its agents reasonable access on reasonable notice to the lands for purposes of verification of compliance with the terms of this Agreement.
7. **Lands Charged with Maintenance Obligations.** The Owner charges the lands and any leasehold or other interest therein which he may give, with the maintenance obligations for the facilities and works provided for herein and required by Wellington North under subsection 41(7)(a) of the Act.
8. **Wellington North's Professional Fees and Disbursements.** The Owner shall reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
9. **Security.** As a condition to the approval to be given by Wellington North pursuant to the Owner's application, the Owner shall file with and deliver to Wellington North either a banker's draft or cheque made payable to Wellington North or an irrevocable letter of credit satisfactory to the clerk, to guarantee all the provisions of this Agreement, with the exception of the future maintenance provisions, in the principal sum of \$234,600.00. The said sum of \$234,600.00 is comprised as follows: \$218,300.00 being 50% of the Owner's engineer's estimate of the cost of the on-site work, and \$16,300 being 100% of the Owner's engineer's estimate of the cost of the off-site work. The said banker's draft or cheque or letter of credit shall be kept in full force and effect until such time as the Owner's engineer or architect confirms at the Owner's expense that the Owner has carried out the work and constructed and installed all of the structures, works and facilities which fall within the provisions of Section 41 of the Act and are provided for herein. For purposes of this paragraph the reference to a letter of credit means a letter of credit from a Canadian chartered bank, or other institution approved by the council of Wellington North, which is irrevocable and shall contain the following clause or variation thereof approved by Wellington North:

“It is a condition of this stand-by letter of credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days prior to any such date we shall notify you in writing that we elect not to consider this stand-by letter of credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder as provided.”
10. **Postponement and Subordination.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by Wellington North to postpone and subordinate their interest in the lands to the interest of Wellington North to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and

registration of any such mortgages or encumbrances registered prior to the registration of notice of this agreement as provided for in paragraph 11.

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

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

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

Per:

Raymond Tout – Mayor

Michael Givens – Clerk

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

2381997 ONTARIO INC.

Per:

Satnam Chattha - President

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 65-14

BEING A BY-LAW TO AUTHORIZE A TOWER SITE LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND PACKET-TEL CORP. (PACKET WORKS)

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

AND WHEREAS the Corporation of the Township of Wellington North is the owner of a communications tower located on the property at 7490 Sideroad 7 West, Kenilworth, Ontario, in the municipality of the Township of Wellington North, in the County of Wellington, in the Province of Ontario;

AND WHEREAS the Corporation of the Township of Wellington North and Packet-Tel Corp. have agreed to enter into the Licence Agreement with respect to the Site and Tower upon the terms and conditions set out in the agreement.

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

1. The Corporation shall enter into a Tower Site Licence Agreement in substantially the same form as the agreement attached hereto as Schedule 1.
2. The Mayor and the Chief Administrative Officer/Clerk of the Corporation are hereby authorized and directed to sign the said Agreement after it has been signed on behalf of the Licensee corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT,
MAYOR**

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

CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 65-14
SCHEDULE "1"
TOWER SITE LICENCE AGREEMENT

THIS AGREEMENT made in duplicate as of the 24rd day of July, 2014.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,
7490 Sideroad 7 West, Kenilworth, Ontario N0G 2E0**

Hereinafter referred to as "the Licensor",

- AND -

**PACKET-TEL CORP., carrying on business under the firm name and style,
PACKET WORKS,
515 Dotzert Court, Waterloo, Ontario N2L 6A7**

Hereinafter referred to as "the Licensee".

WHEREAS the Licensor is the owner of a communications tower located on the Licensor's property at 7490 Sideroad 7 West, Kenilworth, Ontario, in the municipality of the Township of Wellington North, in the County of Wellington, in the Province of Ontario (hereinafter referred to as "the Tower" and "the Site" respectively).

AND WHEREAS the parties hereto have agreed to enter into the Licence with respect to the Site and the Tower upon the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

TERM

1. This agreement is for a term of five (5) years commencing on the 31st day of August, 2014 terminating on the 31st day of August, 2019.

LICENCE FEE

2. In consideration of the Licence herein granted, and without prior demand, the Licensee shall pay to the Licensor an annual fee of EIGHT HUNDRED DOLLARS (\$800.00) per large antenna installed and FOUR HUNDRED DOLLARS (\$400.00) per small antenna installed, payable in advance, without any deduction or set-off whatsoever, during the term of this agreement. The annual fee shall be due and payable on the 31st day of August in each year provided that if an antenna is installed between August 31st of one year and August 31st of the next year, the first advance rental payment shall be prorated from the installation date to the following August 31st.

LICENCE

3. The Licensor hereby grants to the Licensee a Licence to install three (3) large antennae and six (6) small antennae, associated cables and equipment cabinet on the Tower and obtain power from the Licensor as outlined in Section 2 of the Licence Fee to operate the above mentioned equipment. Frequencies in the 900 MHz, 2.4 GHz, 4.9 GHz and 5 GHz bands are reserved for the exclusive use of the Licensor and Licensee on the Tower.
4. The Licensee will not add any equipment without written authorization from the Licensor and will not exceed the tower's weight capacity, including the three antennae for the Licensor's use.
5. The Licensee shall not assign, transfer or otherwise dispose of, or encumber the Licence granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may not be unreasonably withheld.

ACCESS

6. The Licensor shall make available to the Licensee, its officers, employees and/or agents reasonable access to the Site for the purposes necessary to the reasonable exercise by the

Licensee of the License granted herein. . In this paragraph "reasonable access" means upon reasonable prior notice to the Licensor through its CAO/Clerk or Deputy Clerk and access to the Tower and the Site at a time and in a manner that does not unduly interfere with the normal vehicular and equipment activities of the Licensor which the Licensee acknowledges is a municipal corporation serving the public from and at the Site. The Licensee shall provide the Licensor with a list or work to be completed before gaining access to the Site and shall provide the Licensor with written proof of WSIB coverage on a yearly basis due on the 31st day of August in each year.

INDEMNIFICATION

7. The Licensee shall indemnify and save harmless the Licensor for any damage to the Site, (including the said Tower and other structures and equipment thereon) occasioned by the Licensee's use thereof as permitted herein. The Licensee shall at all times indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Licensor or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death):
 - (a) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Licensor) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of the lands, or any operation in connection therewith or any fixtures or chattels thereon, or
 - (b) to any person while on adjoining lands of the Licensor in the course of that person's entry onto or exit from the Site.

INSURANCE

8. The Licensee shall take out and keep in force during the term of this licence comprehensive property damage and public and general liability insurance for coverage of no less than Two Million Dollars (\$2,000,000.00) per occurrence and shall provide the Licensor with an updated Certificate of Insurance due on the 31st day of August in each year.

NO TENANCY, AGENCY OR PARTNERSHIP CREATED

9. Nothing contained herein shall be deemed or construed by the parties as creating any relationship between the parties other than that of Licensor and Licensee.

ACKNOWLEDGEMENT

10. The Licensee acknowledges that the Licensor has installed up to a maximum of three (3) further antennae on the Tower for use by or for the municipality during the term of this agreement, and the Licensor covenants and agrees not to install or allow the installation of any further antennae on the Tower during the term of this agreement.

NOTICE

11. Any notice which is required to be given under the terms of this agreement may be effectively given by the parties hereto if personally delivered or by mailing the same by prepaid registered mail directed to:

in the case of the Licensor to:

The Corporation of the Township of Wellington North
 P.O. Box 125
 7490 Sideroad 7 West
 KENILWORTH, Ontario
 N0G 2E0
 Attention: CAO

in the case of the Licensee to:

Packet –Tel Corp.
 cob Packet Works
 515 Dotzert Court
 WATERLOO, Ontario
 N2L 6A7
 Attention: John Fagg

Any notice shall be deemed to be effectively given on the date of personal delivery or on the expiration of the fifth (5th) day following the day on which such mailing was affected, except in the case of postal interruption when personal service only shall be effective.

TERMINATION

12. If the Licensee defaults in performing any of its obligations under this agreement, the Licensor shall give written notice to the Licensee of such default giving the Licensee fifteen (15) days to remedy such default failing which the Licensor may terminate this Licence and the Licensee shall then forthwith remove its chattels and fixtures, if any, from the Site and shall restore the Site to the condition in which it was at the commencement of this agreement.

SUCCESSORS

13. This agreement and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, is permitted successors and assigns.

GENERAL PROVISIONS

14. This agreement may only be amended in writing executed by both parties hereto.
15. The parties acknowledge that this agreement does not grant any interest, whether legal or equitable, to the Licensee in or to any real property of the Licensor.
16. The Licensee shall maintain all equipment in good repair at its own expense and shall repair on written notice from the Licensor.

17. The Licensee shall leave the Site in substantially the same condition at the expiry of this Agreement as it was at the commencement and the Licensee may remove its equipment from the Site provided all damage occasioned thereby shall forthwith be repaired by the Licensee at its expense.
18. The Licensee shall comply with all Federal, Provincial and Municipal laws, Rules, Regulations and By-laws and shall hold the Licensor harmless from the consequence of its failure to do so.
19. The Licensor shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Site or for any loss of or damage or injury to property belonging to the Licensee or any other person unless such injury, loss or damage is due to the Licensor's negligence or default or the negligence or default of those for whom the Licensor is in law responsible.
20. The Licensee shall fully indemnify and save harmless the Licensor from and against all construction liens and related costs and other claims in connection with all work performed by or for the Licensee on the Site, and shall promptly remove all registered claims from title.
21. This agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly caused this agreement to be executed.

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

Per: _____
Raymond Tout – Mayor

Per: _____
Mike Givens – CAO/Clerk
We have authority to bind the corporation.

PACKET-TEL CORP.

Per: _____
President – John Fagg
I have authority to bind the corporation.

DRAFT

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

BY-LAW NUMBER 66-14

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 FOR THE TOWNSHIP OF WELLINGTON NORTH (Lot 9, Concession 12, Geographic Township of Arthur, 6815 Sideroad 4 – James and Selema Martin)

WHEREAS Section 34 of The Planning Act, R.S.O. 1990, as amended, authorizes the council of a municipality to pass a zoning by-law for the use of land; and

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 No. 1 of the Township of Wellington North Zoning By-law 66-01 is amended by rezoning Lot 9, Concession 12, (formerly Township of Arthur), 6816 Side Road # 4, from **Agricultural (A)** to **Agricultural Exception (A-155)**, as shown on Schedule "A" attached to and forming part of this By-law.

2. THAT Section 33 – Exception Zone 3 – Township of Wellington North is amended by the inclusion of a new subsection as follows:

**"33.155 A-155
Lot 9, Conc. 12**

In addition to the uses permitted in Section 8.1, the lands zoned A-155 shall also permit an agricultural-related industry in the form of a sawmill, as well as an expanded home industry, subject to the following regulations:

- a) That notwithstanding Section 6.14 (d) of this by-law, the building containing the sawmill, home industry shop and storage area for materials and finished product shall not exceed a floor area of 594.56 sq. m. (6,400 sq. ft.).

- b) That soundproofing be used in the southern portion of the building, to the satisfaction of the Chief Building Official.
 - c) All other requirements of Section 6.14 shall be complied with.
3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 66-14

Schedule "A"



Lot 9, Concession 12, Former Township of Arthur

Rezone from Agricultural (A) to Agricultural Exception (A-155)

This is Schedule "A" to By-law No. 66-14
Passed this 11th day of August, 2014

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 66-14

SUBJECT LAND

The property subject to the proposed amendment is described as Lot 9, Concession 12, Geographic Township of Arthur, with a municipal address of 6816 Sideroad 4. The property is 52 hectares (130 acres) in size.

PURPOSE

The Purpose and Effect of the Application is to rezone the subject property to permit a saw mill of approximately 2,240 square feet. In addition, the applicant would also like to expand a home industry that fabricates wooden pallets. The shop area is proposed to be 2,880 square feet, with another 1,280 square feet for lumber and pallet storage. All three of the above areas are to be contained in a new 6,400 square foot building. The A-155 zone permits the agriculture-related industrial use (sawmill), as well as the oversized home industry (pallet shop and related storage). It also requires sound proofing to be used in the southern part of the building.

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

BY-LAW NUMBER 67-14

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part Lot 9, Ellis Survey, RP 60R1202 –
Part 3, 320 Cork Street, former Town of Mount Forest, Township
of Wellington North – Stephen Hummel)**

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 9, Ellis Survey, RP 60R-1202 – Part 3, with a civic address of 320 Cork Street, as illustrated on Schedule "A" attached to and forming part of this By-law from **Highway Commercial (C2) to Residential (R2)**.
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 TIME THIS 11TH DAY OF AUGUST, 2014.

**RAYMOND TOUT,
MAYOR**

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

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF
, 201 .

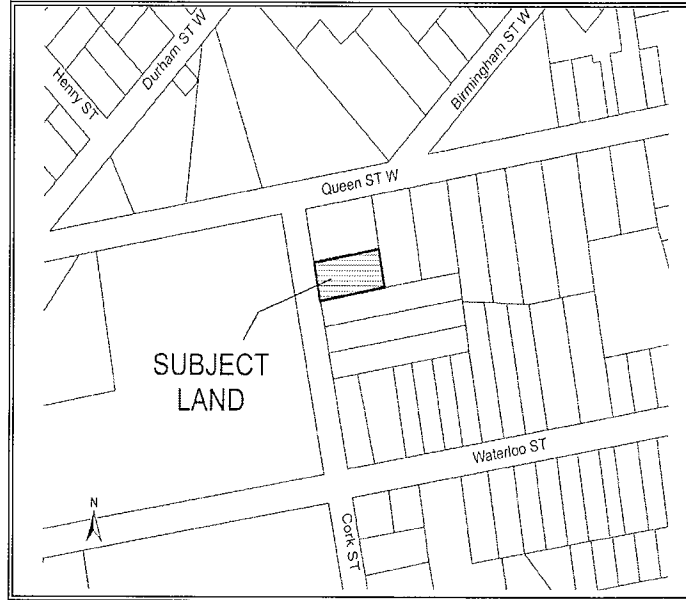
MAYOR

MICHAEL GIVENS,
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 67-14

Schedule "A"



Rezone from Highway Commercial (C2) to Residential (R2)

This is Schedule "A" to By-law No. 67-14

Read a First and Second time this 11th day of August, 2014

RAYMOND TOUT
MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

This is Schedule "A" to By-law No. 67-14

Read a Third time and finally passed this day of , 201_

MAYOR

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 67-14

LOCATION

The property is described as Part Lot 9, Ellis Survey, RP 60R-1202 – Part 3, with a civic address of 320 Cork Street, former Town of Mount Forest, Township of Wellington North. The property is approximately 0.325 acres (14,136 sq. ft.).

PURPOSE

The purpose of this Zoning By-law Plan Amendment is to rezone a property from Highway Commercial (C2) to Residential (R2). An Official Plan Amendment for this property was recently approved by the County of Wellington, and the rezoning implements the Official Plan. The R2 zone permits up to 4 residential units, as long as lot area, lot frontage and yard setbacks can be complied with.

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

BY-LAW NUMBER 68-14

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
AUGUST 11, 2014.**

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

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

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

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

1. That the action of the Council at its Regular Meeting held on August 11, 2014 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF AUGUST, 2014.**

**RAYMOND TOUT
MAYOR**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, August 19, 2014	Public Works Committee	8:30 a.m.
Wednesday, August 20, 2014	Economic Development Committee	4:30 p.m.
Monday, September 8, 2014	Public Meeting	7:00 p.m.
Monday, September 8, 2014	Regular Council Meeting	Following Public Meeting
Tuesday, September 9, 2014	Recreation and Culture Committee	8:30 a.m.
Thursday, September 11, 2014	Economic Development Committee	6:00 p.m.
Tuesday, September 16, 2014	Public Works Committee	8:30 a.m.
Monday, September 22, 2014	Regular Council Meeting	7:00 p.m.

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

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

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