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Regular Meeting of Council

Monday, October 3, 2016

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

AGENDA

AGENDA ITEM	PAGE NO.
<u>CALLING TO ORDER</u>	
- Mayor Lennox	
<u>SINGING OF O' CANADA</u>	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF</u>	
<u>MINUTES OF PREVIOUS MEETING(S)</u>	
Regular Meeting of Council, September 26, 2016	001
<u>BUSINESS ARISING FROM MINUTES</u>	
Province of Ontario – Ministry of Energy	
- News Release, September 27, 2016, Ontario Suspends Large Renewable Energy Procurement	009

AGENDA ITEM	PAGE NO.
<p><u>PRESENTATIONS</u></p>	
<p>Presentation of Congratulatory Certificates to Fall Fair Ambassadors</p> <ul style="list-style-type: none"> - Megan Hill, Arthur Fall Fair Ambassador - Allyson Iles, Mount Forest Fall Fair Ambassador - Riley Wake, Mount Forest Junior Ambassador - Mackenzie Murden-Atkins, Mount Forest Princess of the Fair - Emily North, Mount Forest Little Miss Sweetheart - Silas Sikkema, Mount Forest Prince Charming 	
<p>Presentation of Certificate of Recognition to Lucas Beatty, The War Amps Child Amputee (CHAMP) Program</p>	
<p><u>DELEGATIONS</u></p>	
<p><u>STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS</u></p>	
<p>Report from Karren Wallace, Clerk</p> <ul style="list-style-type: none"> - Report CLK 2016-059 report to consider a petition for Municipal Drain (Cormack) 	<p>012</p>
<p>Report from Dale Small, Economic Development Officer</p> <ul style="list-style-type: none"> - Report EDO 2016-25 Municipal Development Forum 	<p>017</p>
<p>Report from Dale Small, Economic Development Officer</p> <ul style="list-style-type: none"> - Report EDO 2016-26 Municipal Solar Program 	<p>022</p>
<p>Report from Karren Wallace, Clerk</p> <ul style="list-style-type: none"> - Report CLK 2016-060 being a report on Ontario Wildlife Damage Compensation (Smith) 	<p>024</p>
<p>Report from Karren Wallace, Clerk</p> <ul style="list-style-type: none"> - Report CLK 2016-061 being a report on Consent Application B73-16 (Mountbush Holdings) known as Lots 3 & 4, Part Lot 5, E/O Arthur Street, Part Lots 3 & 4, E/O William Street (Mount Forest), now the Township of Wellington North 	<p>026</p>

AGENDA ITEM	PAGE NO.
Report from Kimberly Henderson, Treasurer <ul style="list-style-type: none">- Report TR2016-006 being a report on the expanded Ontario Community Infrastructure Fund (OCIF)	031
Report from Matthew Aston, Director of Public Works <ul style="list-style-type: none">- Report PW 2016-067 being a report on the Township's 2016 Connecting Links Funding Application	040
Public Works Committee <ul style="list-style-type: none">- Minutes, September 27, 2016	046
Cheque Distribution Report dated September 29, 2016	049
<u>CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION</u>	
Garth Noecker, K. Smart Associates Limited <ul style="list-style-type: none">- Correspondence dated April 15, 2016 and September 22, 2016 regarding Reeves Construction Limited application for tonnage increase License #5645, Pt. Lot 9, Concession 6, Geographical Township of Arthur	051
Gregg Davidson, Co-Chair, Safe Communities Wellington County <ul style="list-style-type: none">- Correspondence dated September 12, 2016 regarding Canada's National Teen Driver Safety Week	054
Canadian Diabetes Association, North Perth-North Wellington Branch <ul style="list-style-type: none">- Correspondence dated September 20, 2016 requesting support for door-to-door residential campaign	057
<u>BY-LAWS</u>	
By-law Number 075-16 being a by-law to authorize the execution of an agreement between Her Majesty The Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Wellington North (Ontario Community Infrastructure Fund (OCIF) Formula Based Component)	058

AGENDA ITEM	PAGE NO.
By-law Number 076-16 being a by-law restricting the weight of vehicles passing over bridges	094
<u>ITEMS FOR COUNCIL'S INFORMATION</u>	
AMO Watchfile	
- September 22, 2016	096
- September 29, 2016	098
Accessibility Advisory Committee	
- Minutes, May 5, 2016	100
Saugeen, Grey Sauble, Northern Bruce Peninsula Drinking Water Source Protection Committee	
- Minutes, May 27, 2016, Meeting #71	103
<u>CULTURAL MOMENT</u>	
2016 International Plowing Match Recap	
<u>NOTICE OF MOTION</u>	
<u>ANNOUNCEMENTS</u>	
<u>CONFIRMING BY-LAW NUMBER 077-16 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u>	107
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**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
REGULAR MEETING OF COUNCIL
MONDAY, SEPTEMBER 26, 2016
FOLLOWING COMMITTEE OF AJUSTMENT - 7:06 P.M.**

001

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

Members Present:

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

Staff Present:

CAO/Deputy Clerk: Michael Givens
Clerk: Karren Wallace
Executive Assistant: Cathy Conrad
Treasurer: Kimberly Henderson
Director of Public Works: Matthew Aston
Director of Recreation, Parks and Facilities: Barry Lavers
Economic Development Officer: Dale Small

CALLING THE MEETING TO ORDER

Mayor Lennox called the meeting to order.

SINGING OF O' CANADA

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION 2016-403

Moved by: Councillor Burke

Seconded by: Councillor McCabe

THAT the Agenda for the September 26, 2016 Regular Meeting of Council be accepted and passed.

CARRIED

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

No pecuniary interest declared.

MINUTES OF PREVIOUS MEETING(S)

RESOLUTION 2016-404

Moved by: Councillor Burke

Seconded by: Councillor McCabe

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MONDAY, SEPTEMBER 26, 2016
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002

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on September 12, 2016 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES

RESOLUTION 2016-405

Moved by: Councillor Burke

Seconded by: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North re-affirm their support of resolution 9 passed at the September 9, 2013 meeting of Council as follows:

THAT the Council of the Corporation of the Township of Wellington North supports the Township of Centre Wellington and County of Wellington who have requested the Government of Ontario, through the Ministry of the Environment, issue a moratorium on wind energy projects until a health study has been completed by an independent third party;

AND WHEREAS the Premier of Ontario has recently conveyed the Government's desire to limit Industrial Wind Turbine (IWT) Projects to communities that are willing hosts;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Wellington North applauds the position taken by the Premier and the Government;

AND THAT based on input received from the community regarding Industrial Wind Turbines, the Province of Ontario and specifically the Ministry of Environment be now advised that the Township of Wellington North in not a "willing host" for Industrial Wind Turbines;

AND THAT this resolution be circulated to Premier Kathleen Wynne, as well as to the Minister of Environment and Climate Change, Minister of Energy, and Minister of Agricultural, Food and Rural Affairs for their support and endorsement.

CARRIED

DELEGATIONS

Terry Young, Vice-President, Conservation and Corporate Relations
Independent Electricity System Operator (IESO)

- IESO's role in the electricity sector, electricity pricing, energy efficiency and conservation program

Mr. Young appeared before Council to provide information regarding who IESO is and what they do. IESO works at the heart of Ontario's power system to ensure there is enough power to meet the province's energy needs in real time while also planning and securing energy for the future. They also run the

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Province's energy conservation program. Mr. Young presented information regarding:

- Ontario demand
- Electricity Production 2005/2015
- Electricity Pricing Trends
- Global Adjustment by Component
- IESO's Ontario Planning Outlook
- Net energy demand across demand outlooks
- Electricity System Cost Outlook
- Building the culture of conservation
- Ontario's future electricity needs
- Ensuring supply
- Province-wide regional planning
- Wellington North
- What we've heard from municipalities

Pearl Oakes, 9436 Sally Street

- Drainage – petitioned by Don and Gwen Cormack

Ms. Oakes appeared before Council to voice her opposition to the municipal drain petitioned for by Don and Gwen Cormack. She raised concerns with the affect on the value of her land, access for maintenance, increased liabilities, loss of trees and environmental issues resulting from runoff from neighbouring tile drains. Ms. Oakes believes that the drain will be of minimal value to her property and she does not want to pay for it. She stated that under common law all property owners are equal and questioned how it would be equal if she doesn't want the drain and the Cormack's do. Ms. Oakes offered an alternate plan for drainage for the Cormack property and reiterated that she does not want her property affected by the drain.

Andrew Culp, President, Arthur Optimist Club

- Requesting permission for splash pad in Arthur

Mr. Culp appeared before Council to propose the installation of a splash pad beside the Arthur swimming pool. The Club is prepared to pay for the development of the splash pad, with Council's approval. They would like to have the project completed in time for Canada Day 2017; which is Canada's 150th birthday and the Club's 50th anniversary. The Club has obtained three quotes and set a budget of \$140,000.00, taxes included. Triton Engineering recommended the location beside the pool and estimates installation of a 2,500 sq ft. splash pad will cost \$200,000.00 to \$250,000.00. Annual water usage charge is estimated at \$13,000.00 to \$14,700.00 with approximately 85 day of usage. The Optimist Club is confident that this project will be well received as it will benefit the community. There will be no cost to use the splash pad; which will

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004

be wheel chair accessible. No supervision will be needed and minimal recreation staffing will be required. A splash pad will attract more people to the site and encourage outdoor physical activity and community engagement.

Council directed staff to bring a report regarding the installation of a splash pad at the Arthur swimming pool to the Recreation and Culture Committee meeting being held on October 4, 2016.

STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

Report from Karren Wallace, Clerk

- Report CLK 2016-059 being a report to consider a Petition for Municipal Drain (Cormack)

RESOLUTION 2016-406

Moved by: Councillor McCabe

Seconded by: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2016-059 being a report regarding a petition for drainage works under the Drainage Act on part Lot 5, Concession 11 (formerly Arthur Township); AND FURTHER THAT Council of the Township of Wellington North defer making a decision regarding the request for a municipal drain; AND FURTHER THAT Council directs the Clerk to bring Report CLK 2016-059 to a future meeting of Council for consideration.

CARRIED

Report from Dale Small, Economic Development Officer

- Report EDO-2016-24 Community Improvement Program

RESOLUTION 2016-407

Moved by: Councillor McCabe

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO-2016-24 dated September 26th, 2016 with regards to the Community Improvement Program; AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve a one-time grant of \$2,500.00 and an interest free loan of \$2,500.00 to be repaid over five years under the Facade Improvement Grant & Loan Program, as well as a one-time grant of \$799.22 under the Application Fees and Development Charges Grant Program as a result of the improvements made to the Sussman's Building at the corner of George and Frederick Streets in Arthur which is the new location for the Fathers Heart Healing Ministries.

CARRIED

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005

Report from Michael Givens, CAO

- Report CAO-2016-019 London Road Development Proposal – H. Bye Construction

RESOLUTION 2016-408

Moved by: Councillor Burke

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2016-019 being a report on the London Road Development Proposal be received;

AND FURTHER THAT the Council of the Township of Wellington North acknowledges H. Bye Constructions' request for relief from including sidewalks in their proposed London Road Development;

AND FURTHER THAT the Council of the Township of Wellington North support waiving the requirement for sidewalks within the proposed London Road Development;

BE IT RESOLVED THAT Council of the Township of Wellington North require H. Bye Construction Limited to contribute \$6 per square foot towards future sidewalk installation on the west side of London Road fronting H. Bye Construction Limited property (RP 61R11573 PART 3, municipally known as 111 London Road North) approximately 121 feet of frontage from property line of 101 London Road North to proposed Street A (Broomer Crescent). Additionally, Bye to contribute \$1000.00 to support the installation of a 4-way stop at the intersection of London Road North and Wellington Street East.

AND FURTHER THAT any development agreement with H. Bye Construction Limited include the above provision with respect to the construction of sidewalks on London Road.

CARRIED

Report from Michael Givens, CAO and
Dale Small, Economic Development Officer

- Report EDO-2016-20 Community Initiated Projects

RESOLUTION 2016-409

Moved by: Councillor Hern

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2016-020 being a report on Community Initiated Projects;

AND FURTHER THAT the Council of the Township of Wellington North accepts as presented:

1. *Community Initiated Project Guidelines*
2. *Community Initiated Project: Application Form*
3. *Community Initiated Project: Decision Matrix*

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AND FURTHER THAT the Council of the Township of Wellington North commits to establishing a Community Initiated Project Matching Fund as part of the 2017 Budget;

AND FURTHER THAT the Council of the Township of Wellington North as part of Councils goal to increase interaction with Community Groups and Service Clubs commits to establishing a forum to review the new Community Initiated Project process with service clubs in Wellington North.

CARRIED

Wellington North Fire Service

- Communiqué #034, August, 2016

RESOLUTION 2016-410

Moved by: Councillor Yake

Seconded by: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Communiqué #034 dated August, 2016.

CARRIED

Ad Hoc Fleet Advisory Committee

- Minutes, September 13, 2016

RESOLUTION 2016-411

Moved by: Councillor Hern

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Ad Hoc Fleet Advisory Committee meeting held on September 13, 2016.

CARRIED

Cheque Distribution Report dated September 21, 2016

RESOLUTION 2016-412

Moved by: Councillor Yake

Seconded by: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated September 21, 2016.

CARRIED

CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION

Municipality of Dutton/Dunwich

- Request for support of resolution 2016-16-07 regarding wind turbine project

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007

RESOLUTION 2016-413

Moved by: Councillor Hern

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North support Municipality of Dutton/Dunwich resolution 2016-16-07 regarding a wind turbine project in the Municipality of Dutton/Dunwich.

CARRIED

Council directed staff to arrange to meet with the Wellington North MPP to discuss and express concerns with wind projects and the upcoming RFP for the second round of the IESO Large Renewable Procurement process.

BY-LAWS

No by-laws tabled

ITEMS FOR COUNCIL'S INFORMATION

AMO Watchfile

- September 8, 2016
- September 15, 2016

Crime Stoppers Guelph Wellington

- Newsletter, The Informant, Fall 2016

Ministry of Infrastructure

- Correspondence dated September 14, 2016 regarding Clean Water and Wastewater Fund (CWWF)

RESOLUTION 2016-414

Moved by: Councillor Yake

Seconded by: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the September 26, 2016 Regular Council Meeting Agenda.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

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008

ANNOUNCEMENTS

Councillor McCabe congratulated April Marshall, Tourism, Marketing, Promotion Manager and Dale Small, Economic Development Officer for their work on the Township booth in the County of Wellington Tent at the International Plowing Match (IPM).

Mayor Lennox thanked everyone who participated in the IPM and recognized the hours of work that went into the Township display.

Councillor Hern also extended thanks for the work involved with the IPM and commented that one person told her that the mural was brilliant.

Karren Wallace, Clerk, commented that the Doors Open event went well despite the terrible weather and invited Council to view the Chapel at the Mount Forest Cemetery at another time.

Michael Givens, CAO, thanked staff and Council for their involvement at the IPM. He also thanked the Fire Department for their response to two calls on Saturday and to the Water Department for their work handling a watermain break on Perth Street on Saturday.

CONFIRMING BY-LAW

RESOLUTION 2016-415

Moved by: Councillor Hern

Seconded by: Councillor Yake

THAT By-law Number 074-16 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on September 26, 2016 be read a First, Second and Third time and finally passed.

CARRIED

ADJOURNMENT

RESOLUTION 2016-416

Moved by: Councillor Yake

Seconded by: Councillor Hern

THAT the Regular Council meeting of September 26, 2016 be adjourned at 9:25 p.m.

CARRIED

MAYOR

CLERK

News Release

Ontario Suspends Large Renewable Energy Procurement

September 27, 2016

Decision Will Reduce Electricity Costs for Consumers

Ontario will immediately suspend the second round of its Large Renewable Procurement (LRP II) process and the Energy-from-Waste Standard Offer Program, halting procurement of over 1,000 megawatts (MW) of solar, wind, hydroelectric, bioenergy and energy from waste projects.

This decision is expected to save up to \$3.8 billion in electricity system costs relative to Ontario's 2013 Long-Term Energy Plan (LTEP) forecast. This would save the typical residential electricity consumer an average of approximately \$2.45 per month on their electricity bill, relative to previous forecasts. No additional greenhouse gas emissions are being added to the electricity grid.

On September 1, 2016, the Independent Electricity System Operator (IESO) provided the Minister of Energy with the Ontario Planning Outlook, an independent report analyzing a variety of planning scenarios for the future of Ontario's energy system. The IESO has advised that Ontario will benefit from a robust supply of electricity over the coming decade to meet projected demand.

Informed by the Ontario Planning Outlook, consultations and engagements will begin this fall with consumers, businesses, energy stakeholders and Indigenous partners regarding the development of a new Long-Term Energy Plan, which is scheduled to be released in 2017. As part of this plan, Ontario remains committed to an affordable, clean and reliable electricity system, including renewables.

Ontario has established itself as a North American leader in clean energy development, attracting billions of dollars in private sector investment and generating over 42,000 jobs in the clean technology sector. The province has about 18,000 MW of wind, solar, bioenergy and hydroelectric energy contracted or online and the electricity supply is now over 90 per cent emissions-free.

Responsible management of Ontario's electricity system is part of the government's economic plan to build Ontario up and deliver on its number-one priority to grow the economy and create jobs. The four-part plan includes helping more people get and create the jobs of the future by expanding access to high-quality college and university education. The plan is making the largest investment in hospitals, schools, roads, bridges and transit in Ontario's history and is investing in a low-carbon economy driven by innovative, high-growth, export-oriented businesses. The plan is also helping working Ontarians achieve a more secure retirement.

QUICK FACTS

- Ontario's new LTEP will be guided by a number of strategic themes including greenhouse gas reductions, innovation, grid modernization, conservation and energy efficiency, renewable energy, distributed energy and continued focus on energy affordability for homes and businesses.
- At the end of 2015, Ontario's installed wind capacity represented almost 40 per cent of all installed wind capacity in Canada.
- Ontario is home to more than 99 per cent of all installed solar photovoltaic capacity in Canada.
- Ontario successfully eliminated coal-fired electricity generation in 2014, the single largest greenhouse gas emissions reduction action in North America.

BACKGROUND INFORMATION

- [Actions to Reduce Energy Costs](#)

ADDITIONAL RESOURCES

- [Ontario Planning Outlook](#)
- [Ontario's Long-Term Energy Plan](#)

QUOTES

"Over the course of the last decade, Ontario has rebuilt our electricity system and secured a strong supply of clean power. Our decision to suspend these procurements is not one we take lightly. This decision will both maintain system reliability and save up to \$3.8 billion in electricity system costs relative to the 2013 LTEP forecast. The typical residential electricity consumer would save an average of approximately \$2.45 per month on their electricity bill, relative to previous forecasts. As we prepare for a renewed LTEP, we will continue to plan for our future and ensure Ontario benefits from clean, reliable and affordable power for decades to come."

— *Glenn Thibeault, Minister of Energy*

CONTACTS

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Ministry of Energy
<http://www.ontario.ca/energy>

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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF SEPTEMBER 26, 2016**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2016-059 REPORT TO CONSIDER A PETITION FOR
MUNICIPAL DRAIN (CORMACK)**

RECOMMENDATION

THAT Report CLK 2016-059 being a report regarding a petition for drainage works under the Drainage Act on part Lot 5, Concession 11 (formerly Arthur Township), be received;

AND FURTHER THAT Council of the Township of Wellington North approves the request for a municipal drain;

AND FURTHER THAT Council appoints K. Smart & Associates Limited as the engineer and directs them to prepare report pursuant to the *Drainage Act*.

OR

THAT Report CLK 2016-059 being a report regarding a petition for drainage works under the Drainage Act on part Lot 5, Concession 11 (formerly Arthur Township), be received;

AND FURTHER THAT Council of the Township of Wellington North not approve the request for a municipal drain.

AND FURTHER THAT Council directs the Clerk to notify the petitioners of Council's decision, pursuant to the *Drainage Act*.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

On September 1, 2016 a Petition for Drainage Works by Owners under the *Drainage Act* (the Act) was filed with the Clerk of the Township of Wellington North for drainage works to be constructed on part Lot 5, Concession 11, attached as Schedule "A".

The work required is to provide a drainage of approximately 49 acres of land. The estimated project length is 500 feet and the soils in the area are described as clay loam.

Under the Act, where a petition has been filed, the council shall consider the petition and shall, within thirty days after the filing of the petition, notify the petitioners as follows:

- if Council decides not to proceed with the drainage works, send notice of its decision to each petitioner; or
- if Council does decide to proceed with the drainage works, send notice of the petition and of its decision to each petitioner, the clerk of each local municipality that may be affected, and the conservation authority that has jurisdiction over any lands in the area or, if no such conservation authority exists, the Minister of Natural Resources.

If Council chooses not to proceed with the petition, they do not have to provide a reason but the petitioner has a right of appeal to the Tribunal. .

The Township Drainage Superintendent believes the petition is satisfactory; however that determination is a duty of the Engineer/Surveyor appointed by the municipality.

The Drainage Superintendent recommends that Council appoint an Engineer further to Section 5 of the Drainage Act., after which the Engineer will then convene a site meeting as part of their duties under Section 9 of the Act to determine petition validity, nature and extent of work requested, drain name or number etc.

FINANCIAL CONSIDERATIONS

There are no financial implications as a result of this report. The cost of the engineer's report will be borne by the petitioners.

STRATEGIC PLAN

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

Yes

No

N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
KARREN WALLACE, CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



Ministry of Agriculture,
Food and Rural Affairs

Petition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the Drainage Act. It is not to be used to request the improvement or modification of an existing drainage works under the Drainage Act.

To: The Council of the Corporation of the Township of Wellington North

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

Drain 48 acres of Part Lot 5 Concession 11
(S/ East corner is extremely wet.)

In accordance with section 9(2) of the Drainage Act, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the Drainage Act for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the Drainage Act, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) Donald Cormack (First Name) Donald Telephone Number 323-3479 ext.

Address
Road/Street Number 9413 Road/Street Name Sally Street

Location of Project
Lot Pt 5 Concession 11 Municipality Township Wellington North Former Municipality (if applicable) Arthur Twp

- What work do you require? (Check all appropriate boxes)
- Construction of new open channel
 - Construction of new tile drain
 - Deepening or widening of existing watercourse (not currently a municipal drain)
 - Enclosure of existing watercourse (not currently a municipal drain)
 - Other (provide description ▼)

not known

Name of watercourse (if known) 500ft

Estimated length of project Clay Loan

General description of soils in the area

- What is the purpose of the proposed work? (Check appropriate box)
- Tile drainage only
 - Surface water drainage only
 - Both

Petition filed this 12 day of Sept, 2016

Name of Clerk (Last, first name) WALLACE, Karen Signature Karen Wallace

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
--------	----------------------

Ward or Geographic Township <i>Wellington North (Arthur)</i>	Parcel Roll Number <i>23 49000 009 11500 0000</i>
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I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership
 Sole Ownership *Gwen Cormack x Gwen Cormack 2016/09/12*

Owner Name (Last, First Name) (Type/Print) <i>Don + Gwen Cormack</i>	Signature <i>[Signature]</i>	Date (yyyy/mm/dd) <i>2016/09/01</i>
---	---------------------------------	--

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
---	-----------

Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Number	Property Description
--------	----------------------

Ward or Geographic Township	Parcel Roll Number
-----------------------------	--------------------

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership
 Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
---	-----------

Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Check here if additional sheets are attached Clerk initial *[Signature]*

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 8(1).*
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 10(4).*
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act, R.S.O. 1990, c. D. 17 s. 43.*
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act, R.S.O. 1990, c. D. 17 s. 61.*

Notice of Collection of Personal Information
 Any personal information collected on this form is collected under the authority of the *Drainage Act, R.S.O. 1990, c. D.17* and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

Map of Wellington County



Legend

- Propane Tank
- Propane Hazard Area
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks



1: 4,976

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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Notes



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017

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TO: WELLINGTON NORTH COUNCIL MEETING OF OCTOBER 3RD, 2016

FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER

SUBJECT: REPORT EDO 2016-25 MUNICIPAL DEVELOPMENT FORUM

RECOMMENDATION

THAT report EDO-2016-25 being an update on the status of the Municipal Development Forum recommendations be received for information;

PREVIOUS REPORTS PERTINENT TO THIS MATTER

EDO 2015-38 Nov.18th, 2015,
EDO 2016-06 Feb. 29th, 2016,
EDO 2016-17 July 14th, 2016

EDO 2016-04 January 20th, 2016,
EDO 2016-12 April 20th, 2016,

BACKGROUND

At our July 14th meeting of council seventeen recommendations, resulting from the Municipal Development Forum, were presented to Wellington North council for review, approval and prioritization.

All seventeen recommendations were accepted and approved by council and while acknowledging all were important, staff were directed to commence work as soon as possible on the top six priorities, with the remaining eleven to be considered by staff in future work-plans.

The top six priorities, identified in order of priority by council on July 14th, are as follows:

- ❖ The “**Arthur Wastewater Treatment Plant**” is the number one Infrastructure Priority for Wellington North and council passed an endorsement formally stating this as the number one infrastructure priority and directed staff to pursue all alternatives and funding options necessary to ensure this barrier to investment is resolved by the end of this term of council. More frequent progress reports, minimum of quarterly, will also be provided to council as well as the community and included in these reports will be a schedule to show progress towards completion.

- ❖ Staff was also directed to commence work for the completion of the “**Community Growth Plan**” (CGP) as contained in our Wellington North Strategic Plan. Working with the community a CGP will provide a recommended strategy for the forecast growth that is to occur in our community and will help us understand the implications of these growth pressures on the Township. The CGP will take a comprehensive and integrated approach to growth management taking into consideration Land Use Planning, Infrastructure Planning and Financial Planning.
- ❖ Staff were directed to design and implement an easy-to-read **Fees & Charges associated with Development Pamphlet** that clearly summarizes all fees, charges and securities required/related to the Development process. Design of the new pamphlet to be completed by the Fall of 2016 with implementation to occur with the new fees schedule that will be presented to council in January 2017.
- ❖ Staff were also directed to continue work with Triton Engineering on an easy-to-read revision of the “**Municipal Servicing Standards**” and that every attendee at the Municipal Development Forum receive a copy of the update along with an invitation to attend a Public Open House in the Fall of 2016 to review the changes and to ensure all issues and concerns are addressed.
- ❖ Establishing a “**Community Ambassador Program**” to assist in communicating with, and improving relationships with key target audiences and prospective investors was also approved as a key priority. This program will target the local as well as external development community. Municipal participants on the ambassador program will include elected officials and staff. In some cases this program will identify a “go-to-person” to support the developer through the development process. In the spirit of continuous improvement this initiative will be aimed at improving customer service relations and will include the creation of key metrics (scorecard) to measure client satisfaction.
- ❖ The Mayor and all members of Council will attend “**Community Group Meetings**” and present information on Growth Projections and Changing Demographics in a similar manner to the information that was presented at the Municipal Development Forum to gather feedback from a representative cross-section of the residents of Wellington North on their vision of growth for their community.

On July 28th a letter from the Mayor was distributed to all attendees of the Municipal Development Forum providing them with an update as well as an overview of the recommendations and next steps.

Moving forward it is our intention to provide council with a quarterly status report and attached to this report is a brief overview of the action plans, proposed timeframe, etc. for the top six priorities. With our next update we will also include a similar overview of the remaining 11 recommendations.

FINANCIAL CONSIDERATIONS

At the July 14th meeting Council approved \$135,000 in funding to cover the implementation of the seventeen recommendations. This funding reflected additional expense that would be incurred to implement the recommendations and did not include staff time, etc. which would be accommodated within existing budgets

Top 6 priorities funding requirements	\$60,000
Next 11 priorities funding requirements	\$75,000

Moving forward an overall budget and ongoing tracking of expenses will be managed by the Economic Development Officer and will be included as one of the governance and over-sight responsibilities for the Steering Committee.

STRATEGIC PLAN

This report relates directly to the implementation of many of the Wellington North Strategic Plan objectives. Particularly our objectives to establish “a *Community Growth Plan, enhance Strategic Partnerships, Community Service Review, Corporate Communications & Brand and Identity.*”

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

Yes No N/A

Which pillars does this report support?

X Community Growth Plan

Human Resource Plan

X Brand and Identity

X Strategic Partnerships

X Community Service Review

X Corporate Communication Plan

Positive Healthy Work Environment

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

Dale Small

Michael Givens

DALE SMALL ECONOMIC DEVELOPMENT OFFICER	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
--	--

MUNICIPAL DEVELOPMENT FORUM RECOMMENDATIONS OVERVIEW

PRIORITY	STAFF LEAD	OTHER RESOURCES	ACTION PLAN/NEXT STEPS	PROPOSED/ ACTUAL TIMEFRAME	HURDLES/CHALLENGES	GOALS/OUTCOMES
Prepare and distribute a status update to all attendees at the Municipal Development Forum	Mike Givens Dale Small	Mayor Lennox Senior Team	-Prepare draft response and circulate to Senior Team for review and editing -Discuss with CAO and Mayor and obtain approval -Distribute via email to all attendees	July 19 th , 2016 July 26 th July 28 th	-At the July 14 th Special Meeting of Council 17 recommendations were prioritized for staff action.	-Development Forum attendees updated on status of the Program -Communication distributed via email on July 28 th , 2016 COMPLETED
Prepare Terms of Reference & establish a Steering Committee to provide oversight and to ensure recommendations are implemented	Mike Givens Dale Small	Council Community Growth Plan consultant	-Prepare draft Terms of Reference -Review with staff & complete edits -Obtain Council approval for EDC to be restructured and become CGP Steering Committee -Recruit Steering Committee members -First Steering Committee meeting	Sept - Oct Sept - Oct Sept. 12 th Sept - Nov Nov - Dec	-Obtaining the right mix of business, community and other resources on the steering committee	-A highly functioning steering committee that can provide leadership, oversight and direction to ensure the effective implementation of all recommendations with a specific emphasis on the Community Growth Plan
Arthur Wastewater Treatment Plant (Priority includes resolution by end of this term of council and delivery of more frequent progress reports)	Mike Givens Matt Aston	Council CAO Treasurer Water & Sewer Superintendent Township Engineer	-Finalize implementation schedule -Design quarterly progress report and circulate for review and comment by all parties -Additional funding opportunities investigated and reviewed with council - Finalize quarterly report and obtain Steering Committee approval -Distribute first report to council and community and then quarterly thereafter -Additional opportunities approved by council along with revised implementation schedule	Sept – Oct Oct - Nov Nov - Dec Nov - Dec Jan 2017 Feb - Mar	-Developing a quarterly status report is the easy part however it may-be more difficult to identify new funding opportunities -Design will be subject to M.O.E. approval	- Council have indicated this is the number one infrastructure priority and directed staff to pursue all alternatives and funding options necessary to ensure this barrier to investment is resolved by the end of this term of council. - As a result capacity issues at Arthur Wastewater Treatment Plant should be resolved by the summer of 2018. - New development will be able to proceed at that time.
Community Growth Plan	Mike Givens Dale Small	Council CAO & Senior Staff Business, Residents, Community, etc. Community Growth Plan consultant	-Complete Research, prepare project outline and review with Senior Team. -Conduct exploratory meeting with Stantec -Receive Stantec project proposal -Obtain approval to proceed -Finalize project schedule & commence work -Provide Background Study & conduct first Steering Committee Meeting and council update -Complete Draft recommendations, steering committee review & second council update -Final report and approval by Steering Committee and council	Aug 17 th , 2016 Sept 9 th , 2016 Sept - Oct Sept - Oct October November - December April – May 2017 June – July	-Confirmation of Stantec involvement -Cost and timeframe to complete the Plan (\$50,000 funding approved at July 14 Council Meeting -Community involvement & Steering committee participation -Maybe different views on the approach and scope to be taken	-A CGP will identify areas for growth, establish phasing of future development and develop a plan and timeline for managing the Township's growth into the future. (20+ years) -The study will address the Provinces Places to Grow requirements; determine the Township's capacity for growth through confirming intensification and Greenfield opportunities.

MUNICIPAL DEVELOPMENT FORUM RECOMMENDATIONS OVERVIEW

PRIORITY	STAFF LEAD	OTHER RESOURCES	ACTION PLAN/NEXT STEPS	PROPOSED/ACTUAL TIMEFRAME	HURDLES/CHALLENGES	GOALS/OUTCOMES
Fees and Charges Associated with Development Pamphlet	Mike Givens Darren Jones	April Marshall Linda Redmond \$5,000 funding approved	-Investigate Best Practices -Identify all Fees & Charges to be included -Commence Design of Pamphlet -Obtain Steering Committee approval -Update design with 2017 fees & charges -Finalize production & Implementation	Aug – Sept Sept – Oct Oct – Nov Nov – Dec Jan – Feb 2017 Feb - Mar	-May be a challenge to simplify everything into an easy-to-read pamphlet	- Improved Communication - An easy-to-read pamphlet that clearly summarizes all the fees, charges and securities required/related to the Development Process.
Municipal Servicing Standards	Mike Givens Matt Aston	Darren Jones Linda Redmond Roads Superintendent Water & Sewer Superintendent Triton Engineering \$5,000 funding approved	-Municipal Staff review of Servicing Standards -Public Works Committee review & discussion -Invitation to Public Open House sent to Development Forum attendees and others -Conduct Open House -Make revisions and obtain Steering Committee and council approval -Finalize Design, produce and distribute	August Sept. 27th October October Nov – Dec Jan – Feb 2017	-A number of issues related to sidewalks, trails, lighting etc. may not be resolved. -Could be a challenge to simplify everything into an easy-to-read update	-An easy-to-read update that clearly summarizes the Municipal Servicing Standards and the revisions made since the last update in August 2010.
Community Ambassador Program	Mike Givens Dale Small	Mayor & Council Darren Jones Matt Aston Linda Redmond	-Draft Program Outline & circulate for staff review -Identify client list of internal & external customers -Finalize program outline & obtain Steering Committee approval -Conduct first Community Ambassador discussion -Refine program, establish metrics, and conduct eight discussions in 2017 -Establish Development scorecard and implement continuous improvement activities as required	Sept – Oct Oct - Nov Nov – Dec Jan 2017 Feb – December On-going	-Municipal participants need to include a combination of elected officials and staff. -Selecting the initial internal and external client list -No funding was approved for this program	-This initiative is aimed at improving customer relations -In some cases this initiative may also include the identification of a “go-to” person to assist/support customers through the development process -Enhanced communications and support should also contribute to a better customer experience
Community Group Meetings	Mike Givens April Marshall	Mayor & Council Senior Staff	-Draft Program Outline, key speaking points, facts and desired outcomes & circulate for staff review - Review outline, provide list of target audiences for council discussion & establish councillor targets -Finalize program and obtain Steering Committee approval -Each council member to conduct ____ Community Group Meetings in 2017	October Oct - Nov Nov – Dec 2017	-Ensuring council members are providing a consistent unified message -Determining a feedback mechanism to council & staff	-Earlier this year, Feb 29 th , 2016, council agreed in principle to seek to maximize their level of community engagement and participation. This will assist them in delivering upon this. -Will assist council in engaging the community and obtaining input in creating the vision of growth for our community.



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022

Plan to
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TO: WELLINGTON NORTH COUNCIL MEETING OF OCTOBER 3RD, 2016

FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER

SUBJECT: REPORT EDO 2016-26 MUNICIPAL SOLAR PROGRAM

RECOMMENDATION

THAT Report EDO 2016-26 being a report on the Township of Wellington North Municipal Solar Program be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North reconfirm its approval of the Municipal Council Blanket Support Resolution passed on July 13th, 2015

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct the Mayor and CAO to sign the resolution and other required documentation on behalf of the Municipality in order to submit an application with Arntjen Solar under the IESO FIT 5.0 program.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

EDO 2015-22 June 8th, 2015,

EDO 2015-24 July 13th, 2015

BACKGROUND

On June 8th 2015 council supported the recommendation to move forward with Arntjen Solar and to complete the necessary review and analysis to submit an application during the FIT4.0 application window. As a result of this review an application was submitted for ground mount installations at the Mount Forest Wastewater Treatment Plant and Roof Top installations at the Mount Forest and District Sports Complex.

Based on the analysis completed at that time and assuming no capital expenditures by the Township of Wellington North the estimated annual revenue to the Township was forecast to be in the range \$28,211.

On October 2nd, 2015 representatives from Arntjen Solar and the Township of Wellington North met with the Municipalities solicitor to review and sign the required documentation. The IESO application window opened on October 5th, 2015 and Wellington North's application was submitted within minutes of the

window opening. Unfortunately, due to an application error between Arntjen Solar and Wellington North Power our application was rejected by the IESO.

Recently the IESO has posted the FiT 5.0 Rules etc. ahead of the upcoming application period which is scheduled to open on October 31st, 2016 and close on November 18th, 2016. At this point in time the IESO has not posted the revised rate schedule however Arntjen Solar has approached the Township and would like to resubmit our applications. In order to do this the paperwork, signed on October 5th, 2015 needs to be resigned as per the FiT 5.0 guidelines.

Similar to previous FiT programs priority points will once again be awarded to applicants based on a variety of factors. Under the FiT5.0 program, Municipalities will receive some of the highest priority points, if they apply for solar projects, on their own properties. In order to receive these priority points however it is necessary for council to approve either a Municipal Council support resolution for each potential location (two) or one Blanket Support Resolution that would cover all locations in the Municipality. While this resolution was approved for the FiT 4.0 Program in 2015 we believe it would be prudent to reconfirm this resolution for the FiT 5.0 submission.

FINANCIAL CONSIDERATIONS

There are no costs to the Municipality to have Arntjen Solar prepare and submit a FiT 5.0 application. Additionally as the documentation being signed will be very similar to that signed in October 2015 we do not see the need to engage our solicitor. We do however expect the Fit 5.0 rates to be lower than the previous program where the estimated revenue was \$28,211.

STRATEGIC PLAN

This report relates directly to the implementation of many of the Wellington North Strategic Plan objectives. Particularly our objectives to, *enhance Strategic Partnerships*.

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

Yes No N/A

Which pillars does this report support?

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

PREPARED BY:

RECOMMENDED BY:

Dale Small

Michael Givens

**DALE SMALL
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 3, 2016**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2016-060 BEING A REPORT ON ONTARIO WILDLIFE
DAMAGE COMPENSATION (SMITH)**

RECOMMENDATION

THAT Report CLK 2016-060 being a report on Ontario Wildlife Damage Compensation (Smith) be received for information;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$675.00 to Fred Smith for Ontario Wildlife Damage Compensation livestock claims with a kill date of August 30, 2016;

AND FURTHER THAT the Livestock Valuator be paid \$75.00 for Livestock Valuer fees and \$28.00 for mileage;

AND FURTHER THAT the Clerk be directed to submit an application to the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA) to compensate the municipality in the amount of \$630.00.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The Livestock Valuator for Wellington North, submitted an Ontario Wildlife Damage Compensation reports on a claim by Fred Smith for coyote kills of a Suffolk cross and a Texel cross ewe, both of which occurred on August 30, 2016. The claim is in the amount of \$600.00 (\$300.00 per ewe) and is consistent with the maximum

compensation rates as provided for under the Ontario Wildlife Damage Compensation Program (the Program).

Under the Program, the claimant, the municipality and/or the Ontario Ministry of Agricultural Food and Rural Affairs (OMAFRA) has 20 days in which to appeal the decision of the Livestock Valuator. No appeals were filed on any of these claims and the appeal period has expired.

FINANCIAL CONSIDERATIONS

The cost of each claim is \$600.00, the Livestock Valuator's fee is \$75.00 plus mileage of \$28.00 for a total claim of \$703.00.

The municipality will submit an application to OMAFRA for reimbursement of the claim in the amount of \$600.00 plus \$30.00 of the Livestock Valuator's fee, which is the maximum that can be claimed for administration.

The net cost to the municipality will be \$73.00 and there is an annual amount in the budget under animal control for these types of claims.

STRATEGIC PLAN

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

Yes

No

N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
KARREN WALLACE CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 3, 2016**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2016-061 BEING A REPORT ON CONSENT
APPLICATION B73-16 (MOUNTBUSH HOLDINGS) KNOWN AS
LOTS 3 & 4, PART LOT 5, E/O ARTHUR STREET, PART LOTS 3 &
4 W/O WILLIAM STREET (MOUNT FOREST), NOW THE
TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT CLK Report 2016-061 being a report on Consent Application B73-16 known as Lots 3 & 4, Part Lot 5, E/O Arthur Street, Part Lots 3 & 4 W/O William Street (Mount Forest), now the Township of Wellington North be received;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B73/16 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$125.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** the Owner As provided for in the Planning Act, R.S.O. 1990 the Owner satisfy the requirements of the Local Municipality in reference to parkland dedication fee in the amount of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law).

- **THAT** the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;
- **THAT** the owner take measures to comply with the Buffer Area section of the zoning by-law between the retained industrial lands and the severed residential lands.

AND FURTHER THAT Council authorizes the Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

None.

BACKGROUND

The subject property is known as Lots 3 & 4, Part Lot 5, E/O Arthur Street, Part Lots 3 & 4 W/O William Street (Mount Forest) now the Township of Wellington North.

Consent B73/16 is for a severance of 15.24m fr x 95.9m = 0.05 hectares (Parcel B on sketch), vacant land for proposed residential use.

The retained parcel is 0.55 hectares with 73.2m frontage (Parcel A on sketch), existing and proposed industrial use with existing storage building.

Sketch is attached as schedule "A".

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Director of Public Works, Fire Chief, Drainage Superintendent, Treasurer, Planner, Economic Development Manager, Tourism Marketing & Promotion Manager, County of Wellington Planner and the Director Recreation, Parks and Facilities. The property is in a wellhead protection area so the application was circulated to Wellington Source Water Protection for comment and will be included in the County conditions/comments.

Wellington County planning comments are attached hereto as Schedule "B" and they are generally supportive of the lot line adjustment.

If the application is approved it is recommended the following clauses be a condition of the severance:

- **THAT** *Payment be made of the fee of \$125.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** the Owner As provided for in the Planning Act, R.S.O. 1990 the Owner satisfy the requirements of the Local Municipality in reference to parkland dedication fee in the amount of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law).
- **THAT** the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;
- **THAT** the owner take measures to comply with the Buffer Area section of the zoning by-law between the retained industrial lands and the severed residential lands.

FINANCIAL CONSIDERATIONS

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

STRATEGIC PLAN

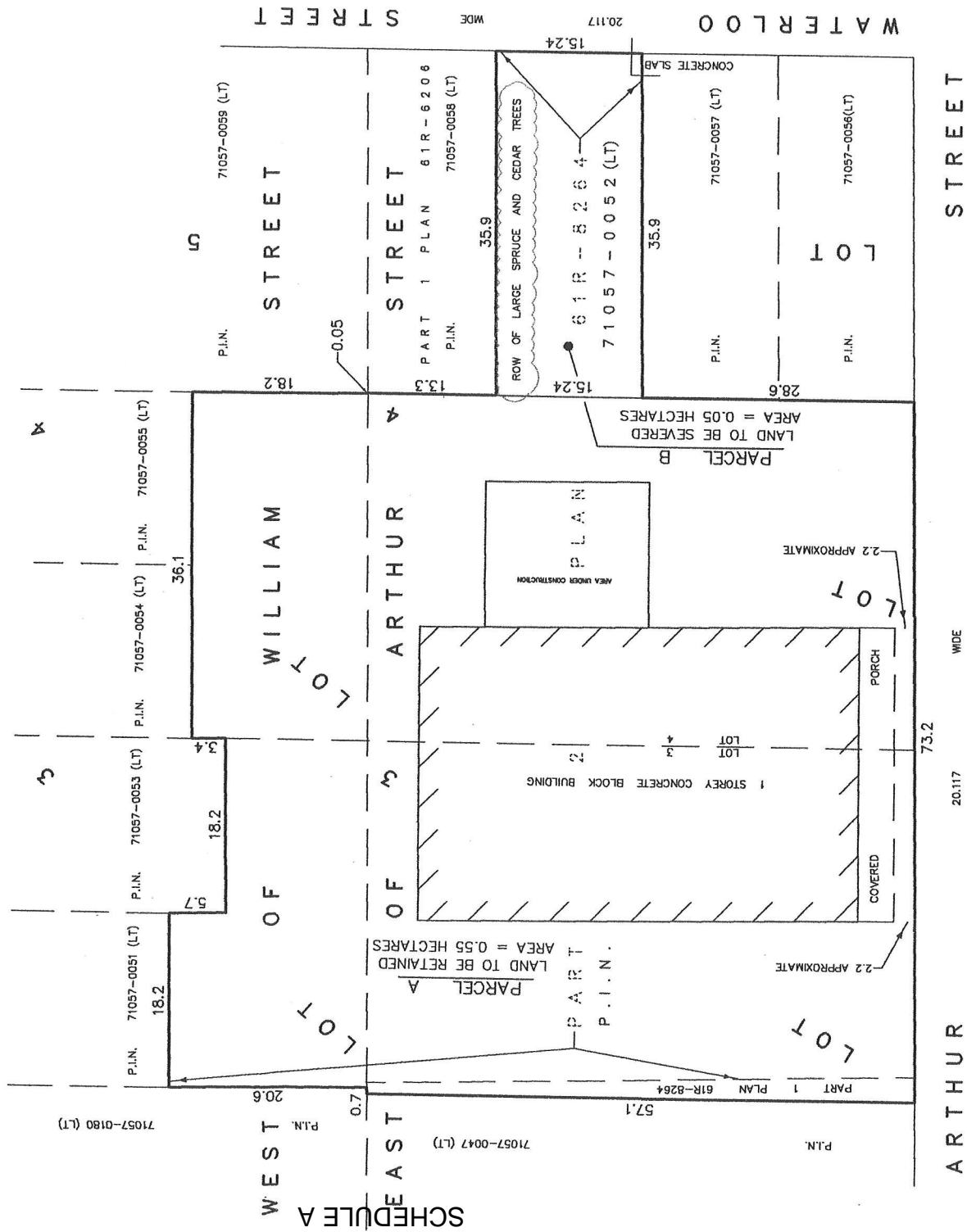
Do the report's recommendations advance the Strategy's implementation?

Yes

No

N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
KARREN WALLACE CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



SEVERANCE SKETCH
OF
LOTS 3 AND LOT 4 AND PART OF LOT 5
EAST OF ARTHUR STREET
AND
PART OF LOTS 3 AND 4
WEST OF WILLIAM STREET
GEOGRAPHIC TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

SCALE 1 : 500

0 10 20 30 metres

VAN HARTEN SURVEYING INC.

NOTES:

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
3. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.

THIS SKETCH WAS PREPARED ON THE 1ST DAY OF SEPTEMBER 2016



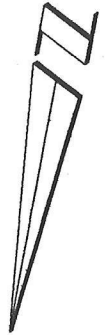
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LAND SURVEYORS and ENGINEERS

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Elmira Ph: 519-669-5070
Orangeville Ph: 519-940-4110
www.vanharten.com
info@vanharten.com

DRAWN BY: WDF
CHECKED BY: WDT
PROJECT No. 24046-16

September 1, 2016 3:40pm
C:\Users\Dave.Ferneyhough\Documents\ELMIRA\MOUNT FOREST\ACAD\PL015-24046-16 (RONA) LOCAL.dwg

SCHEDULE "A"





SCHEDULE "B"

Application	B73/16
Location	Part Lot 5, e/s Arthur St., PI Town Mt Forest TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Mountbush Holdings Inc.

PLANNING OPINION: This application would sever a vacant 0.5 ha (5,381 ft²) residential parcel in the Urban Centre of Mount Forest. A 0.55 ha (1.35 ac) parcel would be retained with an industrial use.

This application is consistent with Provincial Policy and would generally conform to the Official Plan policies. We would have no concerns, provided that the following matters are addressed as conditions of approval:

a) That safe driveway access and servicing can be provided to the site to the satisfaction of the local Municipality.

PLACES TO GROW: The Places to Grow policies place an emphasis on intensification and growth it states, "population and employment growth will be accommodated by focusing intensification in intensification areas". Intensification is defined as "the development of a optimizing the use of existing land supplies. Under section 2.2.2.1 which deals with managing property, site or area at a higher density than currently exists through,.....b) the development of vacant and/or underutilized lots within previously developed areas; or c) infill development".

PROVINCIAL POLICY STATEMENT (PPS): Section 1.1.3 of the Provincial Policy Statement directs growth to occur within settlement areas. The proposed lot creation is located within the Arthur Urban Centre and is consistent with the PPS.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL in schedule A6-1 of the County Official Plan. Section 10.6.2, states that new lots may be created in Urban Centres provided that the lands are appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision is not necessary for the creation the proposed lot.

The matters under Section 10.1.3 were also considered including k) "that the size and shape of proposed lots is suitable, including frontage, area and the proportion of frontage to depth", and m) "that all new lots shall have logical lot lines given existing lot patterns in the area..."

Regarding item k) above, the proposed severed parcel appears to provide a lot that is consistent in depth and frontage with adjacent parcels and other residential lots in the immediate and surrounding area.

WELL HEAD PROTECTION AREA: The subject property is identified as being within a Wellhead Protection Area (WHPA) B, with a vulnerability score of 8.

LOCAL ZONING BY-LAW: The subject property is currently zoned Industrial (M1) and Residential (R2). The severed parcel is located completely within the R2 zone. It appears that both the severed and retained lands can meet the minimum lot area and frontage requirements for their respective zones. We do note that a portion of the neighbour's driveway encroaches into the severed lands.

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard, Planner
 September 27th, 2016



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

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1.866.848.3620 FAX 519.848.3228

519.848.3620

031

Plan to
Simply Explore.
www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 3, 2016**

FROM: KIMBERLY HENDERSON, TREASURER

**SUBJECT: REPORT TR2016-006 BEING A REPORT ON THE EXPANDED
ONTARIO COMMUNITY INFRASTRUCTURE FUND (OCIF)**

THAT Report TR2016-006 being a report on the expanded Ontario Community Infrastructure Fund (OCIF) be received;

AND FURTHER THAT the Council of the Township of Wellington North authorize and approve submitting an application under the OCIF Top-up Funding component for one (1) of the following two (2) recommended projects:

1. Francis St. E. Reconstruction of Road and Water/Waste Water Systems
2. King St. W./Elgin St. S. Reconstruction of Road and Water/Waste Water Systems

AND FURTHER THAT the Treasurer be directed to submit the OCIF Top-up Funding application on or before October 21, 2016.

AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Agriculture, Food and Rural Affairs with respect to the Ontario Community Infrastructure Fund (OCIF) Formula-Based Component.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

TR2014-14 Ontario Community Infrastructure Fund / Small Communities Fund Applications

BACKGROUND

Ontario is investing more than \$137 billion in public infrastructure over the next ten years. This will result in an overall investment in infrastructure of about \$160 billion

over 12 years, which started in 2014-15. The Province has expanded the Ontario Community Infrastructure Fund (OCIF) and updated its design. The total Fund has increased from \$100 million per year to \$300 million per year by 2018-19.

On July 4, 2016, Ontario launched the expanded OCIF. As part of this launch, the Province continues to provide support for municipal infrastructure projects by:

- Increasing the amount of stable, predictable formula-based funding from \$50 million per year to approximately \$95 million in 2017, \$130 million in 2018 and \$200 million per year in 2019 and thereafter.
- Re-designing the application-based component to act as a “top-up” component allowing smaller municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to a maximum of \$2 million over two years. About \$50 million is available for the 2016 intake.

In addition to enhanced funding being provided through the expanded OCIF, the Province has updated the program design based on feedback from municipalities:

A. Highlights of the new formula-based component of the OCIF

- Recipients may accumulate annual formula-based grants for up to five years to address larger priority infrastructure projects.
- Eligible recipients are guaranteed to receive a minimum of \$50,000 per year, starting in 2017.
- Eligible expenditures have been expanded to include water and wastewater optimization activities, loan payments on new core infrastructure projects, and municipal staff time dedicated to asset management planning.
- Eligible expenditures have been clarified to include the construction of new core infrastructure to address an existing health or safety issue (e.g., connecting existing households on septic systems to wastewater infrastructure).

The draft agreement is attached to By-law 075-16 as Schedule “B” included in the agenda.

B. Highlights of the application-based, top-up component of the OCIF

- Eligibility for the 2016 intake is being targeted to communities whose formula-based grants in 2017 and 2018 add up to less than \$2 million and who did not receive funding under the last application-based intake.
- A one-stage application process will be used to assess projects primarily in relation to the project’s critical health and safety aspects. The comprehensiveness of the applicant’s asset management plan will be a secondary factor.

In July 2016, the Province of Ontario provided the Township with an OCIF Allocation Notice outlining the following:

Formula-based funding:

2017 formula allocation	\$ 500,471
-------------------------	------------

Top-up funding:

Eligibility for 2016 top-up intake	Eligible
Top-up funding cap	\$ 794,319

To summarize, in addition to the guaranteed 2017 Formula-based funding of \$500K, the Township is eligible to apply for up to 90% of a project's eligible costs to a maximum of \$794,319 - the 2016 top-up funding cap.

Proposed Project Options for Application Based, Top-up Component

1. Francis St. E.– as per attached Capital Justification sheet Schedule A

Engineering/Design	\$ 83,443
Waterworks Construction	\$ 169,298
Wastewater Construction	\$ 194,423
Roads Construction	\$ 516,503
Total Eligible Costs	\$ 963,667
Less: Formula based allocation	\$ -500,471
Balance for Top-up Application	\$ 463,196

Provincial share (90%)	\$416,876
Township portion (10%)	\$ 46,320

- Note 1 - 2017 cost estimates were provided by Triton Engineering
- Note 2 - Construction Costs estimates include contingency and non-rebatable HST

OR

2. King St. W./Elgin St. S. – as per attached Capital Justification sheet Schedule B

Engineering/Design	\$ 164,400
Waterworks Construction	\$ 328,900
Wastewater Construction	\$ 425,700
Roads Construction	\$ 556,000

Total Eligible Costs	\$1,475,000
Less: Formula based allocation	\$ -500,471
Balance for Top-up Application	\$ 974,529

Provincial share (81.5% - eligible maximum)	\$ 794,319
Township portion (18.5%)	\$ 180,210

- Note 1 - 2017 cost estimates were provided by BM Ross and Associates Limited
- Note 2 - Construction Costs estimates include contingency and non-rebatable HST

Important timelines

- Top-up applications and all supporting documentation are due by 5PM on October 21, 2016.
- Successful/unsuccessful applicants will be notified in early February 2017 (estimated). Successful applicants must sign and return a contribution agreement shortly thereafter.
- Projects must be completed by December 31, 2018.

FINANCIAL CONSIDERATIONS

In the event of a successful grant application, the Township's share of the project will be funded by water, wastewater and road reserves, as follows:

Reserve	Option 1 Francis St	Option 2 King St/Elgin St
Reserve for Roads Infrastructure	\$ 27,329	\$ 75,688
Wellington North Water	\$ 8,801	\$ 45,053
San Sew-Lifecycle Reserve	\$ 10,190	\$ 59,469
Total	\$ 46,320	\$180,210

In the event that the Township is not successful in its application for additional OCIF Top-up funding, staff recommend still proceeding with the chosen project in 2017. Funding for each option in this situation could be as follows:

Reserve	Option 1 Francis St	Option 2 King St/Elgin St
Reserve for Roads Infrastructure	\$ 273,286	\$ 409,302
Wellington North Water	\$ 88,007	\$ 243,632
San Sew-Lifecycle Reserve	\$ 101,903	\$ 321,595
Total	\$ 463,196	\$ 974,529

Alternative funding options to those noted above could be considered at a future date once the Township has received notification of its grant application in February 2017.

STRATEGIC PLAN

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

- X Yes
- No
- N/A

Which pillars does this report support?

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

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

Kimberly Henderson

Michael Givens, CAO

KIMBERLY HENDERSON TREASURER	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
---	--



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET

2017 BUDGET

Schedule A

CAPITAL PROJECT SHEET				
Department:	Public Works - Roads			
Project Name:	Francis St E Road Reconstruction Between George St (Highway 6) and Charles St			
Asset Name:	Water Main (Existing 150mm Cast Iron) Sewer Main (Existing 200mm Asbestos Concrete) Storm Main (Limited to West-side) Roadway Resurface Sidewalk and Curb	Import ID:		
Project Description	<p>Project will complete engineering design and reconstruct of 0.3km of existing urban roadway in the community of Arthur.</p> <p>Project will: Replace approx. 300m of water main, Replace approx. 300m of sewer main, Install approx. 300m of new storm sewer main, Resurface approx. 300m of asphalt roadway, Replace approx. 300m of sidewalk, and Install approx. 600m of new curb.</p>			
Project Justification	<p>Francis Street East is a roadway in need of complete reconstruction.</p> <p>BM Ross and Associates assigned Francis St E (George St to Charles St) a score of 6.5 / 10 within the 2013 Road Management Study.</p> <p>Project drivers are replacement of 150mm cast iron water main, replacement of 200mm asbestos concrete sewer main and installation of storm water management system.</p> <p>Triton Engineering Services Limited has completed the preliminary design work for this project and would be engaged as the Project Engineer for this work.</p> <p>Project would provide service laterals for Watt severance.</p> <p>Project has MOECC approval permit to May 24, 2016.</p>			
PROJECT MATRIX				
Criteria	Low	Medium	High	Comments
Safety Issues, Risk Management		X		Aged water and sewer infrastructure create a risk to the water distribution and waste water collection system in Arthur.
Legislative Requirement		X		Township is expected to manage their public infrastructure in a responsible manner.
Operational Saving, Short Payback		X		An installation to current municipal standards will provide for more cost effective maintenance. Cast iron water main are more susceptible to breaks than modern material.
Routine Replacement, Asset beyond lifecycle, Impact of delaying replacement			X	Project would proactively replace aged road, sidewalk, water and sewer assets.
Growth related		X		Project would provide provision for servicing Watt lots on south-side of



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET

2017 BUDGET

Schedule A

Service enhancements	X			Francis Street. Project would install new curb and storm sewer system along Francis St E to provide storm water management.
CAPITAL PROJECT COSTING AND FUNDING				
Costs	2017	2018	2019	2020
Capital Purchases/Contractor/Material				
Sub-Contractor/Equipment Rental				
Consulting Fees	\$83,443			
Engineering/Survey Fees				
00-42 Waterworks	\$169,298			
00-40 Sanitary Sewer	\$194,423			
00-30 Roads	\$516,503			
Geo Technical Fees				
Legal Fees				
Contingency				
Total Fees	\$963,667			
Funding				
Reserves				
Reserve Funds				
Taxation (Transfers to Capital)				
Gas Tax				
Ontario Community Infrastructure Fund				
Funding Application				
Donation				
User Fees				
Development Charge				
Other:				
Total Funding				
Net Operating Cost				
Estimated Completion Date:				
Projected New Operating Costs per year:				
Previous Operating Costs				
Submitted By: _____ Department Head: _____				
Date Prepared: _____ Reviewed by Treasurer: _____				



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET

2017 BUDGET

Schedule B

CAPITAL PROJECT SHEET				
Department:	Public Works			
Project Name:	King St W in Mount Forest Part of Elgin St S between King St W and Wellington St W Part of King St W between Queen St W and Main St S			
Asset Name:	King St W (Queen St W to Main St S) 250m Water Main Roadway	Import ID:		
	Elgin St S (King St W to Wellington St W) 200m Water Main Roadway			
Project Description	<p>Capital budget for full road reconstruction in 2016.</p> <p>Project will replace a portion of 100mm cast iron water main on King St W between Queen St W and Main St S in the community of Mount Forest. This project will aim to ensure 150mm or better water main is run continuous between Wellington St W via Elgin St S and King St W to Queen St W. This project will see roadway work done to facilitate this water main work.</p> <p>BM Ross and Associates assigned Elgin St S a score of 7.0 within the 2013 Road Management Study. BM Ross and Associates assigned King St W a score of 9.0 within the 2013 Road Management Study. Roads were scored out of 10.</p>			
Project Justification	Project will see upgrade to aged water main along King St W in Mount Forest.			
PROJECT MATRIX				
Criteria	Low	Medium	High	Comments
Safety Issues, Risk Management		X		Aged water plant create a risk to the water distribution systems in King St W area.
Legislative Requirement		X		Township is expected to manage their public infrastructure in a responsible manner.
Operational Saving, Short Payback	X			As with most older infrastructure, maintenance and operations of aged assets is more costly than new infrastructure.
Routine Replacement, Asset beyond lifecycle			X	Water distribution plant in this area of Mount Forest was installed in 1930s(?).
Impact of delaying replacement		X		Water main on King St W (100mm) currently connects 150mm water main on Elgin St S with 250mm water main on Queen St W.
Growth related		X		New water main infrastructure will provide for Township's need into the foreseeable future.
Service enhancements		X		
CAPITAL PROJECT COSTING AND FUNDING				



Township of Wellington North

CAPITAL PROJECT DETAIL SHEET

2017 BUDGET

Schedule B

Costs	2017	2018	2019	2020
Capital Purchases				
Sub-Contractor/Equipment Rental				
Consulting Fees				
Consulting Fees	\$164,400			
Engineering/Survey Fees				
00-42 Waterworks	\$328,900			
00-40 Sanitary Sewer	\$425,700			
00-30 Roads	\$556,000			
Geo Technical Fees				
Legal Fees				
Contingency				
Total Fees	\$1,475,000			
Funding				
Roads Infrastructure Reserve				
Taxation				
00-30 Roads				
Developer Contribution				
Gas Tax				
OCIF				
Funding Application				
Donation				
User Fees				
00-42 Waterworks				
00-40 Sanitary Sewer				
Development Charge				
Other:				
Total Funding				
Net Operating Cost				
Estimated Completion Date:				
New Operating Costs per year:				
Previous Operating Costs				
Submitted By: _____ Department Head: _____				
Date Prepared: _____ Reviewed by Treasurer: _____				



**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 3, 2016**

FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS

**SUBJECT: REPORT PW 2016-067 BEING A REPORT ON THE TOWNSHIP'S
2016 CONNECTING LINKS FUNDING APPLICATION**

RECOMMENDATION

OPTION 1

THAT Report PW 2016-067 being a report on the Township's 2016 Connecting Links funding application for the 2017-2018 connecting link program be received for information;

AND FURTHER THAT the Council of the Township of Wellington North reaffirm its direction to staff to apply for Connecting Links funding for:

- (1) Queen Street West (Highway 89) full depth asphalt resurfacing project between Sligo Rd W and 100m east of Durham St W.

OPTION 2

THAT Report PW 2016-067 being a report on the Township's 2016 Connecting Links funding application be received;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to apply for Connecting Links funding for:

- (1) Queen Street West (Highway 89) partial depth asphalt resurfacing project between Main Street and Dublin Street in Mount Forest;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to rescind Resolution 2016-350 dated August 15, 2016.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Report PW 2015-088 being a report on the new Connecting Links funding program.

Report PW 2016-003 being a report on the Township's Connecting Links funding application.

Report PW 2016-050 being a report on the Township's 2016 Connecting Links funding application.

BACKGROUND

Township staff have now had time to work on the application for the 2017-18 Connecting Links funding and wanted to bring a report to Council to give consideration for a "shave and pave" type project for Highway 89 as an alternative. The application deadline is October 21, 2016.

At Administration and Finance Committee on July 18th committee considered several projects for use in submitting the 2017-2018 Connecting Link Funding application. As a result of this discussion committee made the following recommendation:

THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Administration and Finance Committee, direct staff to apply for Connecting Links funding for:

- (1) Queen Street West (Highway 89) full depth asphalt resurfacing project between Sligo Rd W and 100m east of Durham St W.; and*
- (2) Queen Street West (Highway 89) detailed design of underground and surface infrastructure project from Egremont St. S. To Durham St. W.*

At Council on August 15th, after considering committee's July 18th recommendation, Council made the following resolution:

RESOLUTION 2016-350

Moved by: Councillor McCabe

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Administration and Finance Committee, direct staff to apply for Connecting Links funding for:

- (1) Queen Street West (Highway 89) full depth asphalt resurfacing project between Sligo Rd W and 100m east of Durham St W.*

The application for full depth asphalt replacement on Highway 89 (Queen St W) between Sligo Rd W and 100m East of Durham St was submitted by the Township for the 2015 Connecting link funding in-take and was unsuccessful. This year's application reflects

changes based on Ministry of Transportation Ontario staff feed-back from last year's application. A key map for this project is included in Schedule A.

<p>PROS</p> <ul style="list-style-type: none"> - Project is executable in 2017; - Full depth replacement means all old asphalt will be removed; - Project will match well with MTO's Highway 89 to the west; - Township can make adjustments to this year's application based on MTO feed-back from last year; 	<p>CONS</p> <ul style="list-style-type: none"> - Project will not consider significant upgrades to water or sanitary sewer infrastructure; - Project will not consider upgrades to storm sewer; - Road segments are not the worst on Highway 89; - Full depth replacement is higher cost; - Project will continue to see rural ditch used for drainage; - Road base is not rebuilt;
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Township staff have also investigated the possibility of doing a partial depth asphalt replacement on Highway 89 (Queen St W) between Main St and Dublin St. This project would replace the top two inches (approx) of asphalt and is similar to the "shave and pave" projects we execute on our urban local roads. A key map for this project is included in Schedule B.

<p>PROS</p> <ul style="list-style-type: none"> - Project is executable in 2017; - Partial depth replacement means not all old asphalt will be removed; - Partial depth replacement is lower cost; - Road segment is among the worst on Highway 89; - Curb and sidewalks would remain; - Project would afford the Township time to plan for design of underground infrastructure; 	<p>CONS</p> <ul style="list-style-type: none"> - Project will not consider significant upgrades to water or sanitary sewer infrastructure; - Project will not consider significant upgrades to storm sewer; - Partial depth replacement means not all old asphalt will be removed; - Partial depth asphalt will not last as long as full depth; - Road base is not rebuilt;
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FINANCIAL CONSIDERATIONS

The roads portion (roads, storm sewers) of Connecting Links projects are funded by the province on a 90:10 split with the Township (10%) and only the roads portion of the project is eligible for funding through this program.

Project Name	Township Portion	Applied for Portion: MTO (Connecting Link)
Queen St W between Sligo Rd and 100m E of Durham St W	\$132,000*	\$368,000
Queen St W between Main St S and Dublin St	\$30,000**	\$270,000**

* \$41,000 is the Township's 10% portion of eligible costs; \$91,000 for ineligible shoulder paving and related work.

** Total estimated project cost of \$300,000 is subject to change + or – 10% as details are determined while completing the application.

STRATEGIC PLAN

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

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

Township's connecting link assets are an important part of the local transportation infrastructure in both Arthur and Mount Forest. The local provincial highways, and subsequent connecting links, provide valuable transportation corridors for commerce.

PREPARED BY:

RECOMMENDED BY:

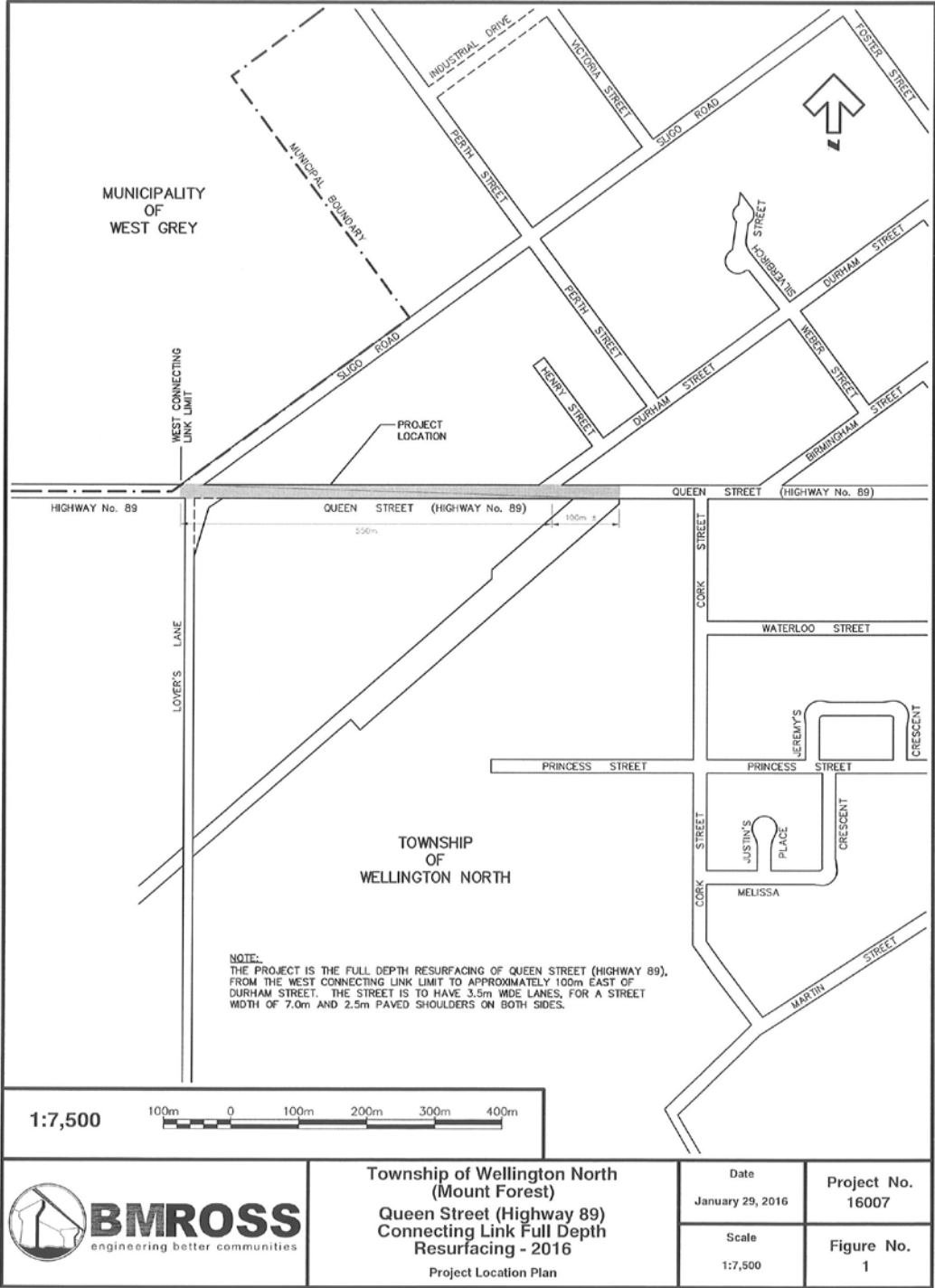
Matthew Aston

Michael Givens, CAO

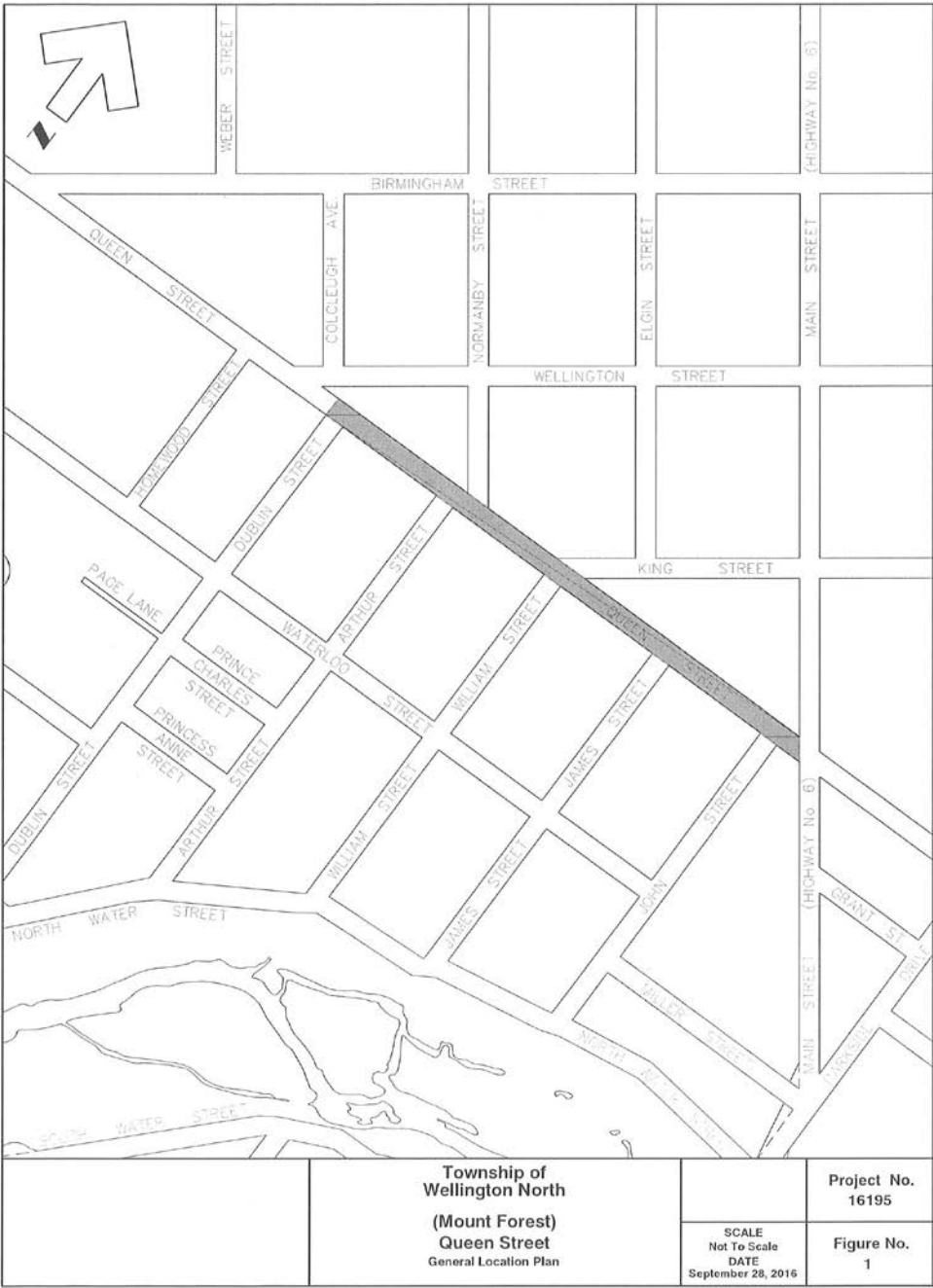
**MATTHEW ASTON
DIRECTOR OF PUBLIC WORKS**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

Schedule A – Queen St W: Project Key Map



Schedule B – Queen St W between Main St and Dublin St: Project Key Map



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

Tuesday, September 27th, 2016 at 8:30 am

Members Present:

Co-Chair Councillor Steve McCabe
Councillor Sherry Burke
Mayor Andy Lennox
Mike Givens, CAO
Matthew Aston, Director of Public Works
Dale Clark, Road Superintendent
Barry Trood, Water & Sewer Superintendent

Also Present:

Michelle Stone, Recording Secretary

Absent

Co-Chair Councillor Dan Yake

CALLING THE MEETING TO ORDER

Co-Chair Councillor McCabe called the meeting to order at 8:32 am.

ACCEPTANCE OF AGENDA**RESOLUTION PW2016-058**

Moved by: Mayor Lennox

Seconded by: Councillor Burke

THAT THE Agenda for the September 27th, 2016 Public Works Committee Meeting be accepted and passed.

CARRIED

DECLARATIONS OF PECUNIARY INTEREST:

None declared.

APPROVAL OF MINUTES**RESOLUTION PW2016-059**

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT THE Minutes from the August 9th, 2016 Public Works Committee Meeting be received as information.

CARRIED

DELEGATIONS

None present

BUSINESS ARISING FROM MINUTES**ROADS****RESOLUTION PW2016-060**

Moved by: Councillor Burke

Seconded by: Mayor Lennox

THAT Report PW 2016-058 being a Report on the Township's Winter Maintenance Program be received;

AND FURTHER THAT Public Works Committee recommend the Council of the Township of Wellington North approve the draft Winter Road Maintenance Information dated October 3, 2016;

AND FURTHER THAT Public Works Committee recommend the Council of the Township of Wellington North direct staff to publish the updated Winter Road Maintenance Information document on the Township's website.

CARRIED

RESOLUTION PW2016-061

Moved by: Mayor Lennox

Seconded by: Councillor Burke

***THAT** Report PW 2016-061 being a Report on an update to the Township's Bridge Weight Restriction By-law be received;*

***AND FURTHER THAT** Public Works Committee recommend the Council of the Township of Wellington North authorize the Mayor and Clerk to sign the By-law restricting the weight of vehicles passing over bridges in the Township of Wellington North.*

CARRIED

RESOLUTION PW2016-062

Moved by: Mayor Lennox

Seconded by: Councillor Burke

***THAT** Report PW 2016-062 being a Report on the Township's 2016 Public Works Capital Program be received for information.*

CARRIED

RESOLUTION PW2016-063

Moved by: Councillor Burke

Seconded by: Mayor Lennox

***THAT** Report PW 2016-065 being a Report on the Township's Municipal Standards be received;*

***AND FURTHER THAT** Public Works Committee direct staff to arrange an "Open House" Event in order to provide opportunity for public review and comment;*

CARRIED

WATER AND SEWER**RESOLUTION PW2016-064**

Moved by: Mayor Lennox

Seconded by: Councillor Burke

***THAT** Report PW 2016-060 being a Report on the Township's 2016 Smoke Test be received for information.*

CARRIED

RESOLUTION PW2016-065

Moved by: Mayor Lennox

Seconded by: Councillor Burke

***THAT** Report PW 2016-059 being a Report on the Township's Wastewater Treatment Plant Flows year-to-date August 31, 2016 be received for information.*

CARRIED

RESOLUTION PW2016-066

Moved by: Councillor Burke

Seconded by: Mayor Lennox

***THAT** Report PW 2016-064 being a Report on the maintenance work required at the Spheriod Tower in Arthur be received;*

***AND FURTHER THAT** Public Works Committee recommend the Council of the Township of Wellington North waive the conditions within the "Request for Quotation Process (Written)" as stipulated in the Township's Purchasing and Procurement Policy recognizing that specialized work is required;*

***AND FURTHER THAT** Public Works Committee recommend the Council of the Township of Wellington North direct staff to procure water tower maintenance, repair and inspection services from Landmark Municipal Services.*

CARRIED

RESOLUTION PW2016-067

Moved by: Mayor Lennox

Seconded by: Councillor Burke

THAT Report PW 2016-066 being a Report on the Township's 2016-2017 Drinking Water System Inspection Report be received for information.

AND FURTHER THAT the Council of Wellington North direct staff to publish the media release as shown in Schedule C of Report PW 2016-066;

AND FURTHER THAT the Council of Wellington North direct staff to post the 2016-2017 Arthur and Mount Forest drinking water system inspection report on the Township's website.

CARRIED

Director of Public Works Matthew Aston extended congratulations to the Township's Water Department for once again receiving recognition for the ninth consecutive year for achieving a 100% rating for both the Arthur and Mount Forest Drinking Water Systems.

REPORT FROM CO-CHAIRS

None tabled

ROUNDTABLE / OTHER BUSINESS

Eliza Street in Arthur has been completed except for sod.

Constable Rick Hopkins Bridge under bridge work nearing completion with an official opening planned for November.

The Waste Water Treatment Plant in Mount Forest participated in Doors Open on September 17th with a number of visitors enjoying a tour of the facility.

A new sign for Crime Stoppers has been placed at the north end of Arthur on Highway 6.

The last day to submit a comment on the Arthur Waste Water Treatment Plant Class Environmental Assessment was on September 23rd, 2016. With this completed, the township is able to move on and send "letters of interest" for the engineering work.

ITEMS FOR COMMITTEE'S INFORMATION

None tabled.

NEXT MEETING DATE

If required, the chair will call a meeting.

ADJOURNMENT**RESOLUTION PW2016-068**

Moved by: Mayor Lennox

Seconded by: Councillor Burke

THAT THE Public Works Committee Meeting of September 27th, 2016 be adjourned at 9:40a.m.

CARRIED



K. SMART ASSOCIATES LIMITED

CONSULTING ENGINEERS AND PLANNERS

85 McIntyre Drive
Kitchener ON N2R 1H6

Tel: (519) 748-1199
Fax: (519) 748-6100
E-mail: ksmart@ksmart.ca

April 15, 2016

File No. 97206

Mark C. Van Patter
Planner
County of Wellington
Administration Centre
74 Woolwich Street
Guelph ON N1H 3T9

**RE: REEVES CONSTRUCTION LIMITED
APPLICATION FOR TONNAGE INCREASE LICENSE #5645
PT LOT 9, CONCESSION 6, GEOGRAPHICAL TOWNSHIP OF ARTHUR**

Dear Mark:

We are acting for Reeves Construction Ltd. in regards to the above noted matter.

Further to previous telephone conversations we have had on this project, we are seeking to give notice and receive comments, questions or concerns from the lower tier (Township of Wellington North) and upper tier (County of Wellington) municipalities.

The enclosed justification and request letter to the Ministry of Natural Resources and Forestry (MNR) sets out in more detail the reasons for the requested increase and the pit location.

Concisely:

- The current 40,000 tonne annual limit was set many years ago by a previous owner
- As any current over-tonnage is sourced in the adjacent Cox Pit, there should be no noticeable change in traffic volume or routing.
- The increased annual tonnage requested is a maximum and may not be achieved in many years.
- Any increased tonnage will not change the current approved extraction and restoration plan and only shorten the life of the pit.

We note that MNR have posted the request to the Environmental Bill of Rights (EBR) site for the required month of public notification and MNR inform me that no comments were received.

Please review this material with staff and Council as you see fit and respond so we can demonstrate to MNR that circulation to upper and lower tier municipalities has occurred.

If there are any questions, comments or concerns on any of this, please do not hesitate to contact the undersigned.

Respectfully submitted.

Garth Noecker, CET, CST
K. Smart Associates Limited

mw

encl.

cc: Karren Wallace
Dale Clark

September 22, 2016

To Mayor and Council of Wellington North Township,
c/o Michael Givens, CAO;

Earlier this year we had submitted a request for tonnage increase on Reeves Construction Licenced Site on Part Lot 9, Concession 6, Arthur Geographical Township. As part of that process the application is posted to the Environmental Bill of Rights public web site for a month. The public commenting period passed without comment.

Also as part of the approval process MNRF is interested in notification and any comment from lower tier (Township) and middle tier (County) circulation. This circulation was done and set out in more detail the circumstances surrounding this request (see attached correspondence).

I understand there may still be questions surrounding this request , it's necessity and how it came about. Currently if Reeves hit their limit of tonnage in their Licenced site they have been and will continue to source material from the Cox Construction Licenced site. This is in the same deposit, just over the fence to the North.

The main point I would like to emphasize is that there is no detectable change in traffic. The same number of vehicle trips continue to occur over the same roads. This would be along Side road 5 to Riverstown and Highway 6, or along Concession 6 North to Highway 89 . All are built up paved roads. The major factor here is that Reeves must purchase the material from Cox, which increases costs to Reeves customers and makes them less competitive.

I would be pleased to appear before Council and/or staff to discuss this application if thought advisable . I do not believe it is necessary to have a motion or letter of support from either tier but I would like a recognition for MNRF that the circulation was received and considered and that there is no comment or no objection.

Respectfully Submitted,
Garth Noecker



Garth Noecker, C.S.T., C.E.T.

K. Smart Associates Limited

85 McIntyre Dr. Kitchener ON N2R 1H6 | <http://www.ksmart.ca>

T: 519.748.1199 x233 | F: 519.748.6100 | gnoecker@ksmart.ca



September 12, 2016

Mayor Andy Lennox
7490 Sideroad 7W, PO Box 125
Kenilworth, Ontario
N0G 2E0

Re: Canada's National Teen Driver Safety Week

Dear Mr. Lennox,

On behalf of Safe Communities Wellington County, and Parachute, Canada's leader in injury prevention, I am writing you today to draw your attention to **Canada's National Teen Driver Safety Week taking place October 16-22, 2016**. This year, National Teen Driver Safety Week (NTDSW) will focus on distracted driving as well as drug impaired driving, challenges we all face right across Canada.

Teen driver safety is important. While young people only make up 12% of the licensed drivers, they account for approximately one fifth of all road-related injuries and fatalities. In Canada motor vehicle collisions lead to over 14,000 hospitalizations and 161,000 emergency room visits annually. In addition to the human cost, the financial cost is over \$2.1 billion per year. We know that over 90% of these injuries, deaths and cost could be prevented. With these alarming statistics in mind, I think you would agree, now is the time to prevent injuries and let Canadians live long lives to the fullest.

This is the fourth year Parachute is leading National Teen Driver Safety Week in Canada. Last year NTDSW witnessed an impressive amount of interest and support with 524 community events, and support from eight provinces and over 35 municipalities. Now, more than ever, we hope you will join the growing number of Canadians who are supporting National Teen Driver Safety Week. Your leadership can help save lives.

We are asking you to introduce the attached proclamation to officially recognize National Teen Driver Safety Week, and lend your support to NTDSW via social and traditional media between Oct 16-22.

Please let me know if you will introduce a proclamation, and help raise awareness of National Teen Driver Safety Week. Thank you in advance for your leadership in helping Parachute, and all Canadians, take a stand on Teen Driver Safety.

Sincerely,



Gregg Davidson
Co-Chair, Safe Communities Wellington County

TEMPLATE

NATIONAL TEEN DRIVER SAFETY WEEK

WHEREAS, driving is an important and exciting right of passage for youth. It is also one of the riskiest activities for young people to engage in;

WHEREAS, teen driver safety is a significant issue in Canada. Young drivers are over represented in all road-related injuries and fatalities.

WHEREAS, National Teen Driver Safety Week is a week dedicated to raising awareness and seeking solutions to preventable teen deaths on the road across Canada. Everyone has a role to play in creating change amongst their peers, in classrooms and in their communities;

THEREFORE, I/We, _____, _____ of _____, do hereby proclaim **the third full week in October as National Teen Driver Safety Week.**

SEMAINE NATIONALE SUR LA SÉCURITÉ DES CONDUCTEURS ADOLESCENTS

ATTENDU QUE apprendre à conduire est un rite de passage important et excitant pour les jeunes, mais que c'est également une des activités les plus risquées pour les jeunes ;

ATTENDU QUE la sécurité des conducteurs adolescents est un problème majeur au Canada et que les jeunes conducteurs sont surreprésentés parmi les victimes de blessures et les décès qui résultent d'accidents de la route ;

ATTENDU QUE la Semaine nationale sur la sécurité des conducteurs adolescents est une semaine dédiée à sensibiliser le public et à trouver des solutions pour éviter les décès d'adolescents sur les routes de l'ensemble du Canada et que nous jouons tous un rôle dans la mise en œuvre du changement parmi nos pairs, dans les salles de classe tout comme dans nos communautés ;

Je/Nous, _____, _____ de _____, déclare/déclarons en conséquence, par la présente, **la troisième semaine d'octobre la Semaine nationale sur la sécurité des conducteurs adolescents.**

RECEIVED

SEP 28 2016

TWP. OF WELLINGTON NORTH

September 20th, 2016

Township of North Wellington
P.O. Box 125
Kenilworth, Ont.
N0G 2E0

Greetings!

The volunteers at the North Perth – North Wellington Branch of the Canadian Diabetes Association recognize November as National Diabetes Awareness Month.

We would like to inform you that our volunteer canvassers will be engaged in a door-to-door residential campaign throughout the community.

Some of our volunteers are eager to canvass and will be heading out to their neighbours' homes and businesses after Thanksgiving.

Our Soup and Sandwich Luncheon to kick start the annual campaign will be held from 11:30 a.m. to 1:30 p.m. on Wednesday, October 19 at the Legion in Harriston.

Thank you for your interest and support.

Sincerely,



George Van Ankum
Branch Chairman

GVA/bmw

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

BY-LAW NUMBER 075-16

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Ontario Community Infrastructure Fund (OCIF) Formula Based Component)

WHEREAS it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Agriculture, Food and Rural Affairs with respect to the Ontario Community Infrastructure Fund (OCIF) Formula-Based Component.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs with respect to the Ontario Community Infrastructure Fund (OCIF) Formula Based Component in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said to agreement and all other documentation required under the Ontario Community Infrastructure Fund (OCIF) – Formula Based Component, on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3rd DAY OF OCTOBER, 2016.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

– and –

The Corporation of the Township of Wellington North

(the "Recipient")

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality's local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms And Conditions,
Schedule "B" – Additional Terms And Conditions,
Schedule "C" – Operational Requirements Under The Agreement,
Schedule "D" – Eligible Project Categories,
Schedule "E" – Eligible And Ineligible Costs,

Schedule “F” – Financial Information,
Schedule “G” – Aboriginal Consultation Requirements,
Schedule “H” – Communications Protocol, and
Schedule “I” – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT

5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw Date _____
Title: Assistant Deputy Minister

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Name: Andrew Lennox Date _____
Title: Mayor *Position*

**AFFIX CORPORATE
SEAL**

Name: Karren Wallace Date _____
Title: Clerk *Position*

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

"Aboriginal Group" includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Additional Terms and Conditions" means the terms and conditions referred to in section A9.1 of Schedule "A" to this Agreement and specified in Schedule "B" of this Agreement.

"AGA" means the *Auditor General Act*.

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

"Allocation Notice" means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The "Allocation Notice" also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

"Annual Financial Report" means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province’s consideration as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1.1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” this Agreement.

“Expiry Date” means the date on which this Agreement will expire, as set out under section C1.2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, 1990*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funding Year” means the period commencing January 1st of one calendar year and ending December 31st of the same calendar year.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2.1 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

“Project Information Form” means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“**Revised Allocation Notice**” means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

A1.3 Conflict. Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2

REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Projects to which it directs the Funds;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

A2.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

A2.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT

A3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A3.2 Limitation On Payment Of Funds. Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
 - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
 - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31st of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
- (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31st of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
 - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
 - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
 - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice
 based upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

A3.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A3.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

A3.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice. The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years. The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.

A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated. Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.

A3.9 Transfer Of Funds. The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:

- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
- (b) The Project is in both the Recipient and the other entity's asset management plan; and
- (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.

A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs. The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:

- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
- (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.

A3.11 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

ARTICLE A4 ABORIGINAL CONSULTATION

A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations. The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, the Province delegates the procedural aspects of

any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

A4.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

A4.4 Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

- A5.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A5.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A5.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A5.5 Asset Retention.** The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.
- A5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

ARTICLE A6 CONFLICT OF INTEREST

- A6.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived Conflict of Interest.
- A6.2 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A7 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A7.1 Preparation And Submission.** The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule “C” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “I” of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 *Records Maintenance.* The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

A7.3 *Inspection.* The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule “A” of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 *Disclosure.* To assist in respect of the rights set out under section A7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 *No Control Of Records.* No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A7.6 *Auditor General.* For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A7.7 *Provision Of Information.* The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

ARTICLE A8 COMMUNICATIONS

A8.1 *Recipient To Follow Communications Protocol.* The Recipient will follow the Communications Protocol set out under Schedule “H” of this Agreement.

A8.2 *Publication By The Province.* The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS

A9.1 *Additional Terms and Conditions.* The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A10.1 *FIPPA.* The Recipient acknowledges that the Province is bound by the *FIPPA*.

A10.2 *Disclosure Of Information.* Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

A11.1 *Indemnification.* The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A11.2 *Exclusion Of Liability.* The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

A11.3 *Recipient's Participation.* The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A11.4 *Province's Election.* The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A11.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A12 INSURANCE

A12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

A12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A13 TERMINATION ON NOTICE

A13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A14.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b) of Schedule "A" of this Agreement.

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A15

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity To Remedy. If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;

- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A15.5 When Termination Effective. Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A16 LOBBYISTS AND AGENT FEES

A16.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A17 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

ARTICLE A18 REPAYMENT

A18.1 Repayment Of Overpayment Or Unspent Saved Funds. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

A18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment Of Money To Province. If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

A18.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A18.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A19 NOTICE

A19.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A19.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21 SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22 WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A23 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25 GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26 FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A27 JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29 JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31

SURVIVAL

A31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

A31.2 *Survival After Creation.* Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

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**SCHEDULE “B”
ADDITIONAL TERMS AND CONDITIONS**

B1.1 *No Additional Terms And Conditions: There are no additional terms or conditions for this Agreement.*

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]

SCHEDULE "C" OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1.1 *Effective Date.*** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 *Expiry Date.*** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 *Disposal Of Assets.*** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province's consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule "C" of the Agreement or any other person identified by the Province in writing.
- C1.5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule "A" of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.
- C1.6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	The Corporation of the Township of Wellington North PO Box 125, 7490 Sideroad 7 West Kenilworth, Ontario N0G 2E0 Attention: Michael Givens Fax: Email: mgivens@wellington-north.com

or any other person identified by the Parties in writing.

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SCHEDULE "D" ELIGIBLE PROJECT CATEGORIES

D1.1 Eligible Project. Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
 - (i) Water:
 - a. Water treatment, and
 - b. Water distribution/transmission.
 - (ii) Wastewater:
 - a. Wastewater treatment and disposal,
 - b. Sanitary sewer systems, and
 - c. Storm sewer systems (urban and rural).
 - (iii) Roads:
 - a. Paved roads,
 - b. Unpaved roads,
 - c. Bus-only lanes,
 - d. Street lighting may be included as an eligible item when part of a road project, and
 - e. Sidewalks and/or cycling lanes located along an existing road.
 - (iv) Bridges and Culverts:
 - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient's asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

D2.1 Ineligible Projects. Ineligible projects are any project not part of the Recipient's Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E.2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "H" of this Agreement; and
- (k) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule "A" of this Agreement;

- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule “D” of this Agreement;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule “E” of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule “A” of this Agreement.

E2.2 Costs Of Non-Arm’s Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm’s Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “F” FOLLOWS]

SCHEDULE “F” FINANCIAL INFORMATION

- F1.1 Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and is enforceable under this Agreement.
- F1.2 Revised Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and will be enforceable under this Agreement.
- F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule “F” Of Agreement.** For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule “F” may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.
- F2.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:
- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
 - (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
 - (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “G” FOLLOWS]

SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "H" FOLLOWS]

SCHEDULE "H" COMMUNICATIONS PROTOCOL

H1.1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

H2.1 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3.1 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

H4.1 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5.1 *Issues Management.* The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6.1 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7.1 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE "I" REPORTS

11.1 Reports. The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section I2.1 of this Schedule.
Project Information Report	See section I2.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

12.1 Timing Of Reports. The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15th of each year:
 - (i) Project Information Report
 - Project Status and Financial Update for all Projects
 - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
 - Completed Project Being Debt Financed – Yearly Update (as appropriate)
 - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15th of each year:
 - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15th of the year following completion of the Project
 - (i) Project Information Report – Completed Project information

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

BY-LAW NUMBER 076-16

**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.
4. THAT By-law 007-16 is hereby repealed in its entirety.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3RD DAY OF OCTOBER, 2016**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE "A"
TO BYLAW NUMBER 076-16

STRUCTURE NO.	MTO SITE NO.	LOCATION	GROSS LOAD TONNES
9	35-17	Sideroad 3 East 0.3 km East of Concession 6 N	18
33	35-17	East-West Luther Townline 1.7 KM South of Highway 89	12
2025		Concession 6 South 0.5 KM South of Sideroad 9 West	12
21	35-80	Sideroad 8 East 1.8 KM East of Highway 6	12



September 22, 2016

In This Issue

- Amendments to the *Highway Traffic Act* for tow trucks.
- Risk Symposium only one week away.
- Energy Now and Into the Future.
- AMO e-Learning: convenient quality education.
- Earlier hotel room booking date for 2017 AMO Conference - Urgent Notice.
- Save \$\$\$ and time on bill handling and processing!
- Real summarized electricity bills.
- Careers with London, Wainfleet, Brant County and Durham Region.

Provincial Matters

On January 1, 2017, all tow truck operators will be required to obtain and hold a valid Commercial Vehicle Operator's Registration (CVOR) certificate. These changes provide greater provincial oversight of the towing industry. More information is available on the MTO [website](#).

AMO, LAS and ROMA Events

In one week the 2016 Risk Management Symposium will be over and will you have missed out! This year speakers tackle topics ranging from complaints handling to entertainment contracts; from paths and trails to climate change. What are you waiting for, don't miss out, it's a matter of risk. [Register today](#).

Cost of energy is on everyone's radar. What will recently announced provincial rebates mean for consumers? How is the energy path changing? Join municipal leaders at this two-day event (November 3 & 4). How can you adapt to and adopt new ideas that will benefit both the climate and the economy of your home area. [Learn more and register today](#).

The web is filled with sites that say "click to learn more." AMO's Online Learning Portal (AMO-OLP) actually does just that! With courses such as Cover Your Assets, Land Use Planning, and Municipal Financial Literacy, AMO e-Learning is your portal to convenient, quality and affordable education for the busy member of Council. [Log in and learn more today](#).

Ottawa will be extraordinarily busy during the August AMO Conference, August 13 - 16, 2017, with high profile celebrations of Canada's 150th. We are told that hotel rooms will become difficult to find, so in order to ensure that AMO delegates can be accommodated, AMO is moving up the hotel booking date to Monday, October 3 at 10 a.m. Please [download](#) or [read the booking policy online](#) prior to booking day.

LAS

LAS is building a new service for members that will [capture all municipal bills and bill data](#), aggregate and summarize the data and present it back to the municipality in usable formats. The pilot program to test the service will start in September. Get in on the ground floor! Contact [Chris Hanlon, Energy Manager](#).

[Summarize a few or a few thousand bills. Aggregated by department or cost centre.](#) Simplify payment processes – no more late fees. Complete back-up of data files. Find out how - contact [Chris Hanlon, Energy Manager](#).

Careers

Fire Prevention Inspector - City of London. File number: F-02-16E. Job Code: S3202. Candidates must apply by October 14, 2016 via the City of London website. Any other forms of applications will not be accepted.

Manager of Corporate Services/Treasurer/Clerk - Township of Wainfleet. For a detailed candidate profile and to explore this exciting opportunity in strict confidence, email or call Tracey McQueen of Tim L. Dobbie Consulting Ltd. at tracey@tdobbie.com or 905.637.0000. To submit resumes, email resumes@tdobbie.com by October 6, 2016.

General Manager of Economic Development and Strategic Investments - County of Brant. The application deadline is 11:59 p.m., Monday, October 10, 2016. Please visit County of Brant to apply for this job opportunity.

Director, Corporate Policy and Strategic Initiatives - Region of Durham. To learn more about this opportunity, apply online to Job ID 8289 no later than October 7, 2016 at Region of Durham.

Records Analyst - Region of Durham. To learn more about this opportunity, apply directly to Job ID 7987 no later than October 2, 2016 at Region of Durham.

About AMO

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AMO Contacts

AMO Watch File Team, Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

Media Inquiries, Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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September 29, 2016

In This Issue

- Canada Post review.
- Energy Now and Into the Future.
- AMO e-Learning: convenient, quality education.
- Earlier hotel room booking date for 2017 AMO Conference - Urgent Notice.
- Good bye summer, hello heating season.
- Create meaningful reports with MIDAS - a powerful analytical tool.
- MPAC acquires more 'Municipal Connect 2.0' licenses.
- Careers with Stratford and York Region.

Federal Matters

On Tuesday, AMO President Lynn Dollin presented remarks to members of the federal Standing Committee tasked to review the future of Canada Post. AMO is urging the federal government to respect municipal decision making authority and to have meaningful consultations with the sector if there are to be operational changes to Canada Post that impact local communities.

AMO, LAS and ROMA Events

Cost of energy is on everyone's radar. What will recently announced provincial rebates mean for consumers? How is the energy path changing? Join municipal leaders at this two-day event (November 3 & 4). How can you adapt to and adopt new ideas that will benefit both the climate and the economy of your home area. [Learn more and register today.](#)

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LAS

With the passing of September 21st, it is now officially autumn. That means natural gas season is just around the corner. With a return to a "normal" winter expected for 2016-17, your heating bill may be in for an unwelcome surprise. [Stabilize your natural commodity gas costs](#) with year round pricing from LAS.

Municipal Wire*

The 2015 Financial Information Returns are available on the Municipal Information & Data Analysis System ([MIDAS](#)). Watch a [MIDAS training video](#) to see what MIDAS can do for you. Access is free to all Ontario municipalities - email midasadmin@amo.on.ca and get started.

MPAC can now distribute an unlimited number of Municipal Connect 2.0 licenses to municipalities for a trial period effective October 1, 2016 to December 31, 2017. Take full advantage of the pre-roll consultation process in 2016 and gain time to transition into the new and improved Municipal Connect throughout 2017. For information contact MPAC.

Careers

Director of Human Resources - City of Stratford. Please submit your resume in confidence to: knicholson-yost@stratfordcanada.ca, quoting in the subject line: Director of Human Resources, Job Posting 49-2016. Application deadline: 4:30 p.m., Wednesday, October 12, 2016.

Manager, Infectious Diseases Control #18448 - York Region. Department: Community and Health Services. Location: Newmarket. Please apply online at York Region Careers by October 14, 2016, quoting competition number 18448.

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Meeting: Accessibility Advisory Committee (AAC)

Location: Elora Library

Date: May 5, 2016

Time: 1:30pm

PRESENT: Warden George Bridge, Councillor Pierre Brianceau, Irene Van Eenoo, Nancy Oliver-Hawkrigg, Walt Visser, Matthew Bulmer, Mark MacKenzie, Bob Pearson, Kristen Horne, Morgan Struyk, Donna McMurdo

ABSENT: Andrea Lawson, Susan Farrelly, Councillor Kelly Linton, Michele Richardson, Nancy Dietrich

Item #	Description
1	Call to Order
2	<p>Adoption of Previous Minutes</p> <p>Moved by Bob Pearson Seconded by Pierre Brianceau That the minutes of February 4, 2016 be adopted as circulated.</p> <p style="text-align: right;">CARRIED</p>
3	<p>AAC Membership</p> <p>3.1 New Members</p> <ul style="list-style-type: none"> • Morgan Struyk joins the AAC • Kristen Horne leaves the AAC
4	<p>Old Business</p> <p>4.1 Zoning and Long Term Care Homes</p> <p>Due to changes the province made a few years ago for long term care facilities this has been an on-going matter to ensure that long term care facilities get the same zoning protection as we would in our own home. Matthew asked for this to be put on hold until further notice because the Planning department is very busy at this time.</p>

4.2 Facility Accessibility Design Manual (FADM) Update

Kristen worked with the FADM consultants and some changes have been suggested, the next step is for Morgan to review the changes and see if they need to be adopted into the FADM, once finalized it will be taken to council. Bob asked if the FADM had been adopted by lower tier municipalities and Kristen confirmed that yes the original FADM has been adopted by lower tiers and we will encourage lower tiers to adopt the new FADM once it has been completed and approved by council. Matthew asked if a separate document should be created to outline the minimum provincial regulatory requirements in the event that the FADM exceeds a building budget; Morgan will look into this inquiry.

4.3 Mount Forest Sports Complex Accessibility Issue Update

The Sports Complex does not have inside automatic doors, which can create a barrier for some people who use the building. Mark said that the matter will be considered in next year's budget.

4.4 Accessibility Requirements under the Building Code

Kristen sent a summary of Accessibility requirements under the Building Code to committee members before the meeting and no one had questions regarding the Building Code. Bob raised a concern about Architect's that are selected for projects; are they competent and familiar with building code requirements? The Warden ensured the committee that when Minto and The County of Wellington select architects and/ or builders for projects that those selected meet building code and AODA building requirements.

4.5 Harriston Library Elevator

The Harriston Library elevator buttons caused a barrier for people with low vision; the buttons were difficult to navigate. Kristen informed the committee that the buttons have been fixed to be more accessible, Chad added rubber rings around each button.

4.6 StopGap Update

Matthew and Irene provided an update on the StopGap program; Matthew said that he had been talking to local businesses and all are eager to participate in the StopGap program. Matthew wanted the committee to endorse StopGap to receive CIP funding, a motion was called and all committee members were in favour of endorsing the idea. The Warden mentioned that CIP has been expanded to include more than just downtown areas. The Warden suggested to have StopGap come to the next Council meeting to give a presentation and have politicians present. The Warden and Matthew will take the StopGap program to the Economic Development group and suggest a presentation at the Council meeting in June.

	<p>4.7 Blindsquare and iBeacons</p> <p>Matthew summarized the Blindsquare and iBeacons program to the committee. Kristen researched and found that the Sanderson Centre for Performing Arts in Brantford is the first performing arts centre in the world to implement this program; the centre was looking to launch the program publicly as of March 1st. Kristen mentioned that perhaps a test of this program could be set up at one of the County Libraries. The contact at the Sanderson Centre told Kristen that a visit could be arranged; Morgan will get in contact with the Sanderson Centre for Performing Arts to schedule a visit to see the program in action with Matthew and other interested parties.</p>
<p>5</p>	<p>New Business</p> <p>5.1 Highlight Storefront Steps</p> <p>Mark raised the concern that a few years ago all of the storefront steps in Mount Forest had been highlighted and that it is now wearing off, Mark wanted to know if this is a requirement and should it be done again. The Warden and Mark will bring up the highlighting of storefront steps at the next Council meeting.</p> <p>5.2 Accessibility Fund</p> <p>The committee requested to have the Accessibility Fund information circulated; Morgan will send out this information before the next meeting.</p>
<p>6</p>	<p>Next Meeting: September 1, 2016 at 1:30 pm, Elora Library</p>

SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #71

MEETING: SOURCE PROTECTION COMMITTEE
DATE: FRIDAY, MAY 27, 2016
TIME: 9:30 A.M.
LOCATION: SAUGEEN VALLEY CONSERVATION, FORMOSA ON

CALL TO ORDER

Chair Mike Traynor called the meeting to order at 9:35 a.m.

In Attendance: Chair, Mike Traynor
 David Biesenthal, Bruce Davidson, Carolyn Day, Robert Emerson, Ken Furlong, Kathie Hughes, Mark Kraemer, Brent Lanktree, Les Nichols, Bill Twaddle

Others Present: Beth Forrest, Ex-officio, Ministry of the Environment and Climate Change (MOECC)
 Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
 Nancy Guest, Recording Secretary, DWSP

Also in Attendance: Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen Conservation (SVCA)
 Emily Vandermeulen, Program Supervisor, DWSP
 Karen Gillan, Communications Specialist, DWSP
 Tori Waugh, Agricultural Outreach Coordinator, SVCA

Regrets: Andrew Barton, Carolyn Parker, Mitch Twolan

Proxy Appointed By: Andrew Barton & Carolyn Parker

1. Adoption of Agenda

Motion No.
SPC-16-258

Moved by Bruce Davidson
Seconded by Les Nichols

THAT the Agenda be adopted as distributed.

Carried

2. Declaration of Pecuniary or Conflict of Interest

Committee members were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at this time.

3. Adoption of Minutes

Motion No.
SPC-16-259

Moved by Carolyn Day
Seconded by Les Nichols

THAT the Minutes of the March 18, 2016 Source Protection Committee meeting be adopted as distributed.

Carried

Presentation

Tori Waugh, the Agricultural Outreach Coordinator for Saugeen Conservation and Maitland Conservation gave a presentation outlining the Agricultural Outreach Program and the farmer-to-farmer workshops that are available to interested parties. More information about this program can be found on the Saugeen Conservation website at www.svca.on.ca.

4. Correspondence

Letter dated April 29, 2016 from Grey Sauble Conservation (GSCA) to the Ministry of the Environment and Climate Change (MOECC) submitting the proposed amendments to the approved Source Protection Plan was **noted and filed**.

Letter dated April 29, 2016 from Bruce Power to the Canadian Nuclear Safety Commission was **noted and filed**. (This report in compact disk format is available upon request)

Letter dated May 9, 2016 from MOECC to the Township of Huron-Kinloss respecting its new well was **noted and filed**.

Letter dated May 16, 2016 from MOECC to GSCA acknowledging receipt of the amendments to the Source Protection Plan was **noted and filed**.

Letter dated May 16, 2016 from MOECC to Northern Bruce Peninsula acknowledging receipt of the amendments to the Source Protection Plan was **noted and filed**.

Letter dated May 16, 2016 from MOECC to Saugeen Valley Conservation (SVCA) acknowledging receipt of the amendments to the Source Protection Plan was **noted and filed**.

Letter dated May 17, 2016 from SVCA to MOECC respecting amendments to the Source Protection Plan was **noted and filed**.

5. Matters Arising from the Minutes

No matters arose from the previous minutes.

6. Reports

Administration Report 6a

The Project Manager reviewed Report 6a and advised that the workplan/budget includes staff salaries, time and the technical work required for the new Ripley well. The meetings attended by staff were reviewed and it was noted that staff has met with various municipalities respecting

implementation of the Source Protection Plan policies and readiness to address Part IV responsibilities in preparation for the July 1, 2016 effective date of the Source Protection Plan.

Communications Report 6b

The Communications Specialist reviewed Report 6b and advised that real estate agents and lawyers will be advised of the Source Protection Plan policies for landowners and prospective purchasers. A road sign fact sheet is being prepared to increase awareness. Outreach is accomplished through the Source Water newsletters, Twitter, Facebook and the waterprotection.ca website.

The Committee recessed from 10:20 a.m. to 10:35 a.m.

Robert Emerson invited everyone to the 75th anniversary celebration of the Bruce County Federation of Agriculture in Cargill, Ontario on July 22, 2016 with Michael “Pinball” Clemons as the guest speaker.

7. New Business

Workplan Report 7a

The Project Manager reviewed Report 7a and advised that transportation of fuel threats are typically federally legislated issues and outside the purview of the provincial government with the exception of requirements for emergency response plans. There have been discussions with municipalities respecting contaminated sites such as former gas stations, etc. requesting any local knowledge or historical information. This issue will be brought back to the Committee in the future for discussion. The Project Manager reviewed the ongoing and cyclical activities set out in Report 7a and issues that had been set aside during the preparation of the Assessment Reports and Source Protection Plan were discussed. A letter will be drafted respecting the Meaford Tank Range for review at the next Committee meeting.

Source Protection Committee O. Reg. 288/07 Report 7b

The Project Manager reviewed Report 7b and advised that the Committee could start considering changes in the composition of the Committee that is anticipated within the next four years. The Project Manager has reviewed the requirements to ensure a balanced representation and the Ministry has acknowledged that continuity on the Committee is desired. Reconstitution of the Committee by renewal or replacement of the members currently sitting on the Committee should be completed by December, 2020. Currently, there are three groupings: “Municipal” with five representatives; “Agricultural/Industrial/Commercial” with five representatives; and “Other”, including environment, health and public) with five representatives. If one member was removed from each grouping, the Committee would be reduced to 12 members. Currently, two of the fifteen members have resigned and another is deceased.

Motion No.
SPC-16-260

Moved by Mark Kraemer
Seconded by Carolyn Day

THAT the Source Protection Committee supports the intent to reduce the number of members on the Committee to twelve, pursuant to O.Reg. 288/07 s.1(5).

Carried

Source Protection Plan Amendments Report 7c

The Project Manager reviewed Report 7c and advised that funding has been approved to conduct a technical study for a new municipal drinking water well in Ripley. The results of this study will be used as the basis for delineation of the wellhead protection area around the well and result in an amendment to the Source Protection Plan.

The Project Manager reviewed several policies, including possible amendments, which were discussed by the Committee and decisions were deferred until the next Source Protection Committee meeting.

8. Other Business

There was no other business.

9. Confirmation of Next Meeting and Adjournment

The next Source Protection Committee meeting will be held at 1:30 p.m. on Friday, September 23, 2016 at the Grey Sauble Conservation Administration Offices, 237897 Inglis Falls Road, RR4, Owen Sound, Ontario.

There being no further business, Mark Kraemer made a motion to adjourn at 12:00 p.m.



Acting Chair



Nancy Guest
Recording Secretary

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

BY-LAW NUMBER 077-16

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON, OCTOBER 3, 2016.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on October 3, 2016 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3RD DAY OF OCTOBER, 2016.**

**ANDREW LENNOX
MAYOR**

**KARREN WALLACE
CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS		
Tuesday, October 4, 2016	Recreation and Culture Committee	8:30 a.m.
Tuesday, October 11, 2016	Fleet Advisory Committee	8:30 a.m.
Monday, October 17, 2016	Regular Council Meeting	7:00 p.m.
Thursday, October 20, 2016	Cultural Roundtable	12:00 p.m.
Monday, October 24, 2016	Administration and Finance Committee	4:30 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
 - Kitchener location – 1-855-656-3748
 TTY: 1-877-843-0368**

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