



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620

1.866.848.3620 FAX 519.848.3228

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# Regular Meeting of Council

Monday, October 17, 2016

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

## AGENDA

AGENDA ITEM	PAGE NO.
<b><u>CALLING TO ORDER</u></b>	
- Mayor Lennox	
<b><u>SINGING OF O' CANADA</u></b>	
<b><u>PASSING AND ACCEPTANCE OF AGENDA</u></b>	
<b><u>DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF</u></b>	
<b><u>MINUTES OF PREVIOUS MEETING(S)</u></b>	
Regular Meeting of Council, October 3, 2016	001
<b><u>BUSINESS ARISING FROM MINUTES</u></b>	

AGENDA ITEM	PAGE NO.
<b><u>PRESENTATIONS</u></b>	
<b><u>DELEGATIONS</u></b>	
<b><u>STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS</u></b>	
Report from Dale Small, Economic Development Officer - Report EDO-2016-28 Community Improvement Program	011
Report from Matthew Aston, Director of Public Works - Report PW 2016-068 being a report on the contract award for the storage lagoon fencing in Arthur	016
Report from Matthew Aston, Director of Public Works - Report PW 2016-069 being a report on operation services for the Township's Wastewater Treatment Plants	020
Report from Matthew Aston, Director of Public Works and Daren Jones, Chief Building Official - Report PW 2016-070 being a report on the sanitary allocations for the Mount Forest Wastewater Treatment Plant	023
Report from Darren Jones, Chief Building Official - Report CBO 2016-12 Building Permit Review period ending September 30, 2016	028
Report from Karren Wallace, Clerk - Report CLK 2016-064 being a report on municipal delegation at the Rural Ontario Municipal Association (ROMA) 2017 Conference	031
Report from Michael Givens, CAO - Report CAO 2016-021 Fleet Management Policy	034
Recreation and Culture Committee - Minutes, October 4, 2016	049
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Cheque Distribution Report dated October 12, 2016	065
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City of Belleville - Correspondence dated September 28, 2016 regarding a resolution on supporting agricultural experts in their fields	067
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Association of Municipalities of Ontario - Correspondence dated October 6, 2016 regarding AMO seeks Council's endorsement of a resolution in support of closing the municipal fiscal gap	070
Aggregate Resource Act Bill - As posted on the Environmental Bill of Rights website	072
Ontario Good Roads Association - Correspondence dated October 5, 2016 regarding Nominations for 2017 – 2018 Board of Directors	077
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Resolution - Remembrance Day and Christmas displays in local stores and businesses	082

AGENDA ITEM	PAGE NO.
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**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 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  
**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 2016-417**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Agenda for the October 3, 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 2016-418**

Moved by: Councillor Hern

Seconded by: Councillor Yake

*THAT the minutes of the Regular Meeting of Council held on September 26, 2016 be adopted as circulated.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

002

**BUSINESS ARISING FROM MINUTES**

Province of Ontario – Ministry of Energy

- News Release, September 27, 2016, Ontario Suspends Large Renewable Energy Procurement

**PRESENTATIONS**

Presentation of Congratulatory Certificates to Fall Fair Ambassadors

- 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

Presentation of Certificate of Recognition to Lucas Beatty, The War Amps Child Amputee (CHAMP) Program

**DELEGATIONS**

No Delegations

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

Report from Karren Wallace, Clerk

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

**RESOLUTION 2016-419**

Moved by: Councillor Hern

Seconded by: Councillor Yake

*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 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.*

**CARRIED**

Report from Dale Small, Economic Development Officer

- Report EDO 2016-25 Municipal Development Forum

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

003

**RESOLUTION 2016-420**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive for information report EDO-2016-25 being an update on the status of the Municipal Development Forum recommendations.*

**CARRIED**

Report from Dale Small, Economic Development Officer

- Report EDO 2016-26 Municipal Solar Program

**RESOLUTION 2016-421**

Moved by: Councillor Hern

Seconded by: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2016-26 being a report on the Township of Wellington North Municipal Solar Program;*

*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 13<sup>th</sup>, 2015;*

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

**CARRIED**

Report from Karren Wallace, Clerk

- Report CLK 2016-060 being a report on Ontario Wildlife Damage Compensation (Smith)

**RESOLUTION 2016-422**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2016-060 being a report on Ontario Wildlife Damage Compensation (Smith);*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$600.00 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.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

004

Report from Karren Wallace, Clerk

- 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

**RESOLUTION 2016-423**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive 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;*

*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, 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.*

**CARRIED**

Report from Kimberly Henderson, Treasurer

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

Council priority was given to project number two.

**RESOLUTION 2016-424**

Moved by: Councillor Yake

Seconded by: Councillor Hern



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

005

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR2016-006 being a report on the expanded Ontario Community Infrastructure Fund (OCIF);*

*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.*

**CARRIED**

Report from Matthew Aston, Director of Public Works

- Report PW 2016-067 being a report on the Township's 2016 Connecting Links Funding Application

**RESOLUTION 2016-425**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report PW 2016-067 being a report on the Township's 2016 Connecting Links funding application;*

*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.*

**CARRIED**

Public Works Committee

- Minutes, September 27, 2016

**RESOLUTION 2016-426**

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 Public Works Committee meeting held on September 27, 2016.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

006

**RESOLUTION 2016-427**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North as recommended by the Public Works Committee:*

- *approve the draft Winter Road Maintenance Information dated October 3, 2016; and*
- *direct staff to publish the updated Winter Road Maintenance Information document on the Township's website.*

**CARRIED**

**RESOLUTION 2016-428**

Moved by: Councillor Hern

Seconded by: Councillor Yake

*THAT the Council of the Corporation 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, as recommended by the Public Works Committee.*

**CARRIED**

**RESOLUTION 2016-429**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North as recommended by the Public Works Committee:*

- *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*
- *direct staff to procure water tower maintenance, repair and inspection services from Landmark Municipal Services.*

**CARRIED**

**RESOLUTION 2016-430**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North as recommended by the Public Works Committee:*

- *direct staff to publish the media release as shown in Schedule C of Report PW 2016-066;*
- *direct staff to post the 2016-2017 Arthur and Mount Forest drinking water system inspection report on the Township's website.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

007

Cheque Distribution Report dated September 29, 2016

**RESOLUTION 2016-431**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated September 27, 2016.*

**CARRIED**

**CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION**

Garth Noecker, K. Smart Associates Limited

- 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

**RESOLUTION 2016-432**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information correspondence from Garth Noecker, K. Smart Associates Limited, 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.*

**CARRIED**

Gregg Davidson, Co-Chair, Safe Communities Wellington County

- Correspondence dated September 12, 2016 regarding Canada's National Teen Driver Safety Week

**RESOLUTION 2016-433**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*WHEREAS, driving is an important and exciting rite 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 roads across Canada. Everyone has a role to play in creating change amongst their peers, in classrooms and in their communities;*

*THEREFORE, the Council of the Corporation of the Township of Wellington North hereby proclaim the third full week in October as National Teen Driver Safety Week.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

008

Canadian Diabetes Association, North Perth-North Wellington Branch

- Correspondence dated September 20, 2016 requesting support for door-to-door residential campaign

**RESOLUTION 2016-434**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North support the Canadian Diabetes Association, North Perth-North Wellington Branch door-to-door residential campaign.*

**CARRIED**

**BY-LAWS**

**RESOLUTION 2016-435**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT 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 be read a First, Second and Third time and finally passed. (Ontario Community Infrastructure Fund (OCIF) Formula Based Component)*

**CARRIED**

**RESOLUTION 2016-436**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT By-law Number 076-16 being a by-law restricting the weight of vehicles passing over bridges and repealing By-law 007-16 be read a First, Second and Third time and finally passed.*

**CARRIED**

**ITEMS FOR COUNCIL'S INFORMATION**

AMO Watchfile

- September 22, 2016
- September 29, 2016

Accessibility Advisory Committee

- Minutes, May 5, 2016

Saugeen, Grey Sauble, Northern Bruce Peninsula Drinking Water Source Protection Committee

- Minutes, May 27, 2016, Meeting #71

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

009

**RESOLUTION 2016-437**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the October 3, 2016 Regular Council Meeting Agenda.*

**CARRIED**

**CULTURAL MOMENT**

**IPM 2016 - "A Fresh Taste of Farming" Event Slideshow**

The Town of Minto and the County of Wellington recently hosted the International Plowing Match & Rural Expo, September 20<sup>th</sup>-24<sup>th</sup> 2016 and attracted over 96,000 visitors! Ontarians were given the opportunity to explore rural lifestyles and learn about the importance of agriculture in the local, provincial and Canadian economies.

One of the 'must-see' attractions of the event was a walk through Wellington County. The County and its seven-member municipalities showcased interactive displays, live music and food demonstrations, gave an opportunity to fly over Wellington County on a zip line, featured a farmers' market and tour of local taps, plus more. Wellington North showcased a living mural by local artist, Cliff Smith, that gave visitors the opportunity to contribute to the mural by colouring in the scenes of Arthur "Canada's Most Patriotic Village," the Lynes Blacksmith Shop, Agriculture and the Mount Forest Fireworks Festival. The Arthur Historical Society told the story of the Village's designation, while the Mount Forest Museum and Archives display showed what the women of the plowing times contributed at home while the men were at work in the field. Wellington Wood Products was featured as our 'Made in Wellington' piece and our new community radio station, 88.7 The River was on site broadcasting live through the week. Visitors were also able to take a photo on a traditional Mennonite buggy, in promotion of our newest tourism initiative 'Butter Tarts & Buggies: Explore the Simpler Life.'

One of the day-trips for RV Park residents was a tour of Butter Tarts & Buggies; visitors explored the simpler life with a buggy ride, farm tours, interactive demonstrations and tastes of local food from our members.

The list of events surrounding the IPM 2016 is substantial –please enjoy this slideshow capturing some of the many highlights:

[http://www.photosnack.com/AprilMarshall/ipm2016.html?UA\\_PHPSESSID=2jmd21t8jfhv1ps02riaajc8k0](http://www.photosnack.com/AprilMarshall/ipm2016.html?UA_PHPSESSID=2jmd21t8jfhv1ps02riaajc8k0)

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, OCTOBER 3, 2016 – 7:00 P.M.**

010

**NOTICE OF MOTION**

No notice of motion tabled.

**ANNOUNCEMENTS**

Councillor McCabe reminded everyone that the Recreation and Culture Committee meeting is scheduled for Tuesday, October 4, 2016. He mentioned that a blood donor clinic is being held October 4, 2016 from 11:00 a.m. to 8:00 p.m.

Mayor Lennox wished everyone a Happy Thanksgiving.

Michael Givens, CAO, requested that Council give consideration to requesting delegations with Ministers at conferences. The deadline for these requests at the ROMA conference is November 14, 2016. Councillor McCabe proposed working with other municipalities to discuss electricity rates in rural areas.

**CONFIRMING BY-LAW**

**RESOLUTION 2016-438**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT 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 be read a First, Second and Third time and finally passed.*

**CARRIED**

**ADJOURNMENT**

**RESOLUTION 2016-439**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Regular Council meeting of October 3, 2016 be adjourned at 8:03 p.m.*

**CARRIED**

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**MAYOR**

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**CLERK**



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

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519.848.3620  
1.866.848.3620 FAX 519.848.3228

011

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF October 17<sup>TH</sup>, 2016**

**FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER**

**SUBJECT: REPORT EDO-2016-28 COMMUNITY IMPROVEMENT PROGRAM**

### **RECOMMENDATION**

**That** the Economic Development Officer report EDO-2016-28 dated October 17<sup>th</sup>, 2016 with regards to the Community Improvement Program be received;

**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington North approve a one-time grant of \$1,062.00 under the Application Fees and Development Charges Grant Program as a result of the improvements made to the building at 178 Main Street North in Mount Forest which is the current location of Christopher Rowley Medicine.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

There have been numerous reports to council on the Community Improvement Program since the program was approved in May 2012 however none of these reports are related to this application.

### **BACKGROUND**

Our Community Improvement Program (C.I.P.) was approved in 2012 and has established a framework for the Township support and implementation of programs to encourage the maintenance and rehabilitation of commercial buildings, their facades as well as associated signage and green spaces.

Through this framework the Municipality is able to provide incentives for individuals, businesses, Community Groups and organizations, etc. to enhance their building presentation to the public and/or to support Public Art, in an effort to help beautify and stimulate pride in our downtowns.

Recently an application was received from Christopher Rowley the owner of Christopher Rowley Medicine under the Application Fees and Development Charges program to assist with improvements being made to his building at 178 Main Street North in Mount Forest. While not submitted at this time we expect to receive an application under the Façade Improvement Program for this same location in the very near future.

As part of the review and approval process all applications are reviewed by members of the Community Improvement Plan Review Panel. (April Marshall, Darren Jones & Dale Small) The panel members have reviewed the application and completed the required Decision Matrix. Copies are attached to this report and the Review Panel recommends council approve funding.

### FINANCIAL CONSIDERATIONS

This ten year program has proven quite popular and since 2012 twenty nine applicants have submitted applications to the Community Improvement Program. The total dollar value of the overall improvements made to our Main Streets is conservatively estimated at \$268,549. Of this amount:

- \$ 62,298 (23%) has been covered by grants from the C.I.P.
- \$ 20,000 ( 7%) has been advanced in interest free loans repayable over 5 years
- \$186,251 (70%) has been the applicants contributions

Similar to past years \$10,000 in funding has been approved in the 2016 Economic Development budget to cover applications under the Community Improvement Program. Expenditures to date, including the funding required to cover this application, is \$10,783.

With this application we have exceeded the 2016 budget amount for the Community Improvement Program however this small overage will be accommodated within the existing Economic Development Office 2016 budget. Currently we are working with five additional business owners who we expect to submit applications before year-end. This speaks to the success and popularity of the program and we will address any future funding shortfall along with our recommendations in a future report to council.

### STRATEGIC PLAN

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

X Yes                       No                       N/A

Which pillars does this report support?

Community Growth Plan  
 Human Resource Plan  
 Brand and Identity  
X Strategic Partnerships

X Community Service Review  
 Corporate Communication Plan  
 Positive Healthy Work Environment

**PREPARED BY:**

**RECOMMENDED BY:**

*Dale Small*

*Michael Givens*

**DALE SMALL  
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



**COMMUNITY IMPROVEMENT PLAN : APPLICATION FEES & DEVELOPMENT CHARGES DECISION MATRIX**



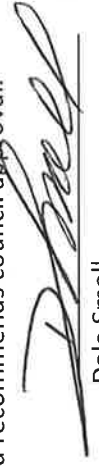
Applicant: Christopher Rowley Medicine

Date Received: October 6<sup>th</sup>, 2016

Application #: A.F. & D.C. # 9

Amount: \$1,062.00

Date of Community Improvement Plan Review Panel Meeting: Oct 11<sup>th</sup>, 2016

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.3.2 of the Community Improvement Plan	X		Applicant, Christopher Rowley, is the building owner and business owner of Christopher Rowley Medicine.
2	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		The business is located at 178 Main Street North in Mount Forest which is within the CIPA boundary.
3	Has the application been properly completed including: <ul style="list-style-type: none"> <li>• Detailed description of proposal</li> <li>• Detailed sketch of the proposed change</li> <li>• Minimum of two quotes obtained</li> </ul>	X X	X	Significant renovations have taken place both inside and outside the building and are detailed on the application.
4	Are property taxes and any other Municipal Accounts receivable up to date	X		Verified and all up to date as at October 7 <sup>th</sup> , 2016
5	Eligible costs associated with the Application Fees & Development Charges Grant Program are as follows. Indicate which ones are included: <ul style="list-style-type: none"> <li>• Application fees</li> <li>• Building permit fees</li> <li>• Planning fees (minor variance)</li> <li>• Development Charges</li> </ul>	X X		Schedule of applicable fees from the Building Department has been received from the Chief Building Official and verified as paid.
6	Is the grant amount being requested within eligible amounts	X		100% relief up to a maximum of \$1,500 can be requested. This application is for \$1,062.00
7	Is the applicant aware that they must first cover the fees then submit a request for payment upon project completion	X		Fees were paid Sept 1 <sup>st</sup> , 2016
8	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Work is underway and the majority has been completed. Total completion will be this fall well within the 6 months.
9	Other comments from the Review Panel			
<b>Recommendation</b>	The Community Improvement Program Review Panel supports this application and recommends council approval.			
	 April Marshall	 Darren Jones	 Dale Small	Oct 11th, 2016



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

## Application Fees and Development Charges Grant Application Form

The purpose of this program is to reduce the cost of improvements by offering a grant for any required planning application fees, building permit fees or development charges for privately owned commercial properties in the community improvement areas of Arthur and Mount Forest. Grant assistance will provide successful applicants a grant equivalent to the amount incurred fees or charges. This program offers a maximum relief of \$1,500.00 with the Township paying up to 100% of eligible costs. Please review the specific grant program term and conditions found in the Community Improvement Plan and contact the Business Economic Manager for current limits.

Application Number (assigned by staff):	A. F. & D. C. G. #9
Date Application Received:	OCTOBER 6, 2016

PROPERTY INFORMATION			
Municipal Address	Street Num: 178	Street Name: Main St. N	Unit Num:
Commercial Name (if applicable)	Christopher Rowley Medicine		
Registered Plan Number:	Registered Plan Lot/Block No.		

OWNER and APPLICANT INFORMATION			
Property Owner Information (check one)		Person(s)	Company
Registered Land Owner:	Surname: ROWLEY	First name: CHRISTOPHER	Company Officer
Name:	(if Company) Christopher Rowley Medicine	Company Officer	
Address:	Street No. 178	Street Name: Main St. N.	Unit Num:
Municipality: Mount Forest Wellington-North	Province: ON	Postal Code: NOG 2L0	
Telephone:	No: 519 323-6196	Fax: ( )	Email: crowley@me.com
Applicant Information (if different than Owner):			
Application Contact:	Surname: AS ABOVE	First name:	
Name:	(if Company)	Company Officer	
Address:	Street No.	Street Name:	Unit Num:
Municipality:	Province:	Postal Code:	
Telephone:	No: ( )	Fax: ( )	Email:

I hereby make the above application for a <b>Application fees and Development Charges Grant</b> , declaring all the information contained herein is true and correct, and acknowledging the Township of Wellington North process the application based on the information provided.	
Signature:	Title: OWNER
Printed Name of Signatory: C. ROWLEY	Date: September 28 / 2016

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

## DESCRIPTION OF IMPROVEMENTS

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

Complete renovation of Second Floor to establish a two-bedroom rental apartment. Demolition to exterior brick including partial front and south side roof. Replaced with new concrete wall and recycled brick. A new framed roof and eavestragh. New floor joists. Urethane foam insulation. Dry wall and T-bar ceilings throughout. Primer and painted. Trimming, new interior doors, custom window sills and new vinyl single hung windows. New stairs, complete kitchen, 2 1/2 bathrooms, dining and great room. (Initial plan + design attached) All new electrical service, natural gas etc. New rear roof top deck with fire proof staircase cut the back. All brick to be removed and hidied - new concrete pad.

Please see attached for Admin fee schedule and permit fees that are included in grant application.

## PHOTOGRAPHS

- Please attach a photograph of the project site.





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519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

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

**SUBJECT: REPORT PW 2016-068 BEING A REPORT ON THE CONTRACT  
AWARD FOR THE STORAGE LAGOON FENCING IN ARTHUR**

#### **RECOMMENDATION**

**THAT** Report PW 2016-068 being a report on the contract award for the storage lagoon fencing in Arthur be received;

**AND FURTHER THAT** the Council of the Township of Wellington North award the contract for the storage lagoon fencing in Arthur to 1077860 Ontario Inc. o/a Town and Country Fencing at a contract cost of \$91,000 plus applicable taxes;

**AND FURTHER THAT** the Council of the Township of Wellington North authorize the Director of Public works to sign the contract documents associated with this project.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

NA

#### **BACKGROUND**

As part of the 2016 capital budget a project to replace the existing fencing at the Arthur storage lagoons was approved at an estimated cost of \$125,000.

A notice of tender was published in the Wellington Advertiser on on September 23rd and closed October 7th. Tender 2016-015 documents were taken by three fence contractors

and the Township received one complete submission. Tender 2016-015 results is attached as Schedule A.

If this project is awarded by Council on October 17<sup>th</sup> the plan is for this project to be completed by the end of November 2016.

<b>FINANCIAL CONSIDERATIONS</b>
---------------------------------

Arthur Storage Lagoon Fencing

	2016 Budget	Successful Proposal
Arthur Storage Lagoon Fencing	\$125,000	\$91,00

Township will also incur costs for tender and contract administration services and Township staff time but expect the project will be under budget in 2016.

<b>STRATEGIC PLAN</b>
-----------------------

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

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

Infrastructure investment is an important component to community growth.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Matthew Aston*

*Michael Givens, CAO*

<b>MATTHEW ASTON DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
---	--

## Schedule A – Tender 2016-015 Bid Takers / Results



**TRITON  
ENGINEERING  
SERVICES  
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14  
Fergus  
Ontario N1M 1S6  
Tel: (519) 843-3920  
Fax: (519) 843-1943  
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

October 11, 2016

Township of Wellington North  
7490 Sideroad 7 West  
KENILWORTH, Ontario  
N0G 2E0

ATTENTION: Matthew Aston  
Director of Public Works

RE: TOWNSHIP OF WELLINGTON NORTH  
CONSTRUCTION OF PERIMETER FENCE AT  
ARTHUR SEWAGE LAGOONS  
CONTRACT NO. 2016-015  
OUR FILE: M5974A

Dear Sir:

Tenders for this project were received and opened in the Municipal offices shortly after 2:00 p.m. on Friday, October 7, 2016.

Those present were Matthew Aston, Kimberly Henderson, Paul Ziegler and Contractor Representatives.

The Tenders received were as follows:

<u>CONTRACTOR</u>		<u>TENDER PRICE</u>
TOWN AND COUNTRY FENCING	ARISS	\$ 91,000.00
FINE LINE FENCE	ARTHUR	<i>INCOMPLETE</i>

Town and Country Fencing have satisfactorily completed other projects in the area in the past. Therefore, we recommend that the contract be awarded to Town and Country Fencing in the amount of \$91,000.00 which includes an allowance for Contingencies.

---

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in blue ink, appearing to read 'P. F. Ziegler', with a long horizontal flourish extending to the right.

Paul F. Ziegler, C.E.T

cc: Michael Givens, Chief Administrative Officer, Township of Wellington North



**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

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

**SUBJECT: REPORT PW 2016-069 BEING A REPORT ON OPERATION  
SERVICES FOR THE TOWNSHIP'S WASTEWATER TREATMENT  
PLANTS**

### **RECOMMENDATION**

**THAT** Report PW 2016-069 being a report on operation services for the Township's wastewater treatment plants be received;

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign a by-law to enter into an agreement with the Ontario Clean Water Agency for operating services related to the wastewater treatment plants.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report CAO 2014-28 2015 OCWA AGREEMENT-WASTEWATER OPERATIONS

Report PW 2016-052 being a report on the Township's negotiation with the Ontario Clean Water Agency for wastewater treatment operating services.

### **BACKGROUND**

Township staff met with representatives from the Ontario Clean Water Agency (OCWA) on September 28<sup>th</sup> in Kenilworth, Ontario, to discuss a proposed agreement for operating services.

Highlights of the proposed agreement include:



1. Term runs from January 1, 2017 to December 31, 2019;
2. OCWA-Township staff to meet quarterly to discuss the wastewater treatment operations;
3. OCWA to conduct more in-house lab work (2-3 times per week); and
4. Documented change order process.

A copy of the proposed agreement is attached to the authorizing by-law.

### FINANCIAL CONSIDERATIONS

1.1	2016	2017	2018	2019
Mount Forest (Operations expenses)	\$209,447	\$220,247	\$224,211	\$228,247
Arthur (Operations expenses)	\$176,013	\$179,713	\$182,948	\$186,241
<b>Sub-Total</b>	<b>\$385,460</b>	<b>\$399,960</b>	<b>\$407,159</b>	<b>\$414,488</b>
MF Service Fee	\$24,182	\$22,952	\$23,365	\$23,786
Arthur SF	\$17,810	\$22,952	\$23,365	\$23,786
<b>Sub-Total</b>	<b>\$41,992</b>	<b>\$45,905</b>	<b>\$46,731</b>	<b>\$47,572</b>
<b>Total</b>	<b>\$427,452</b>	<b>\$445,865</b>	<b>\$453,891</b>	\$462,061
1.1	2016	2017	2018	2019
Mount Forest (Operations expenses)	\$209,447	105%	107%	109%
Arthur (Operations expenses)	\$176,013	102%	104%	106%
<b>Sub-Total</b>	<b>\$385,460</b>	104%	106%	108%
MF Service Fee	\$24,182	95%	97%	98%
Arthur SF	\$17,810	129%	131%	134%
<b>Sub-Total</b>	<b>\$41,992</b>	109%	111%	113%
<b>Total</b>	<b>\$427,452</b>	104%	106%	108%

NOTE-The above Operations expenses are estimates only.

#### **Excerpt from Schedule D of proposed agreement:**

#### **Reconciliation of the Estimate and Actual Charges**

*At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.*

### STRATEGIC PLAN

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

- X Yes
- No
- N/A

Which pillars does this report support?

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

Ontario Clean Water Agency (OCWA) is a large wastewater service provider in the Province of Ontario. OCWA represents an opportunity for the Township to leverage OCWA’s wastewater expertise and “economies of scale” as it relates to wastewater treatment chemicals and supplies.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Matthew Aston*

*Michael Givens, CAO*

<b>MATTHEW ASTON DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
---	--



**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS  
DARREN JONES, CHIEF BUILDING OFFICIAL**

**SUBJECT: REPORT PW 2016-070 BEING A REPORT ON THE SANITARY  
ALLOCATIONS FOR THE MOUNT FOREST WASTEWATER  
TREATMENT PLANT**

#### **RECOMMENDATION**

**THAT** Report PW 2016-070 being a report on the sanitary allocation FOR THE Mount Forest wastewater treatment plant be received;

**AND FURTHER THAT** the Council of the Township of Wellington North commit ten (10) sanitary sewer allocations to infill lots for the Mount Forest wastewater treatment plant;

**AND FURTHER THAT** the Council of the Township of Wellington North commit eight (8) sanitary sewer allocation to H. Bye Construction's 8-unit development (severance) on London Road, north of Wellington Street, having an expiry of thirty-six months from date of resolution passage.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report PW 2015-011 being a report on 2016 wastewater capacity calculations for Wellington North.

#### **BACKGROUND**

At the end of 2015 the Township of Wellington North 763 uncommitted sanitary sewer allocations for the Mount Forest wastewater treatment plant. A copy of the 2016 sanitary reserve capacity for Mount Forest has been included as Schedule A.

At the end of 2015 the Township of Wellington North had two sanitary sewer allocations committed to infill lots. Since then these allocations have been used and in order to allow future infill development Township staff recommend Council commit ten additional units for future infill.

H Bye Construction has two lots where 4-unit townhouses are proposed that have been severed off London Road, north of Wellington Street, which require sanitary sewer allocations to proceed. Township staff recommend Council commit eight sanitary sewer allocations units to this development and establish an expiry of thirty-six months.

<b>FINANCIAL CONSIDERATIONS</b>
---------------------------------

NA

<b>STRATEGIC PLAN</b>
-----------------------

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

Sanitary sewer capacity and infrastructure is a prerequisite to community growth.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Matthew Aston*

*Michael Givens, CAO*

*Darren Jones*

<b>MATTHEW ASTON</b> <b>DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
<b>DARREN JONES</b> <b>CHIEF BUILDING OFFICIAL</b>	

## Schedule A



**TRITON  
ENGINEERING  
SERVICES  
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14  
Fergus  
Ontario N1M 1S6  
Tel: (519) 843-3920  
Fax: (519) 843-1943  
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

January 25, 2016

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

Attention: Matt Aston

RECEIVED

JAN 28 2016

TWP. OF WELLINGTON NORTH

RE: 2016 RESERVE CAPACITY CALCULATIONS  
MT. FOREST WASTEWATER TREATMENT PLANT  
OUR FILE: A5510(16)-R03

Dear Sir:

We have undertaken a review of the reserve capacity for the Mount Forest Wastewater Treatment Plant (WWTP) for 2016 in accordance with the requirements outlined in the MOE Guidelines. The current Average Day Flow (ADF) is based on recorded flows at the plant for a three year period (2013, 2014 and 2015) as provided by the Ontario Clean Water Agency (OCWA).

The reserve capacity calculations indicate a decrease in the three year ADF from 2,138 m<sup>3</sup>/day to 2,017 m<sup>3</sup>/day. Calculations provided in Table 1 (attached) indicate the uncommitted reserve capacity has increased from 597 to 763 equivalent residential units.

Registered/Unbuilt development figures provided in Table 2 (attached) have been adjusted to include Building Permits issued in 2015 as provided by the Chief Building Official. Eight (8) additional units were connected to the collection system in 2015.

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to the Ministry of Environment's Guelph District Office to the attention of Lisa Williamson. We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Christine M. Furlong, P. Eng.

Encl.

cc: Mark Van Patter, County of Wellington, Planning Department  
Darren Jones, Township of Wellington North, Building Department



TABLE 1

A5510(16)R03

<b>MOUNT FOREST - WWTP 2016 RESERVE CAPACITY</b>	
DESCRIPTION	2016
1. Design capacity of WWTP (m <sup>3</sup> /day)	2818
2. Average day flow * (m <sup>3</sup> /day)	2017
3. Reserve capacity (m <sup>3</sup> /day) (1) - (2)	801
4. Population served **	4918
5. Serviced households ***	2046
6. Average daily per capita flow (m <sup>3</sup> /day) (2) ÷ (4)	0.410
7. Additional population that can be served (3) ÷ (6)	1954
8. Persons per equivalent residential unit (4) ÷ (5)	2.40
9. Additional equivalent residential units that can be served (7) ÷ (8)	814
10. Committed Development (Table 2)	51
11. <b>Uncommitted Reserve Capacity in Equivalent Residential Units</b> (9) - (10)	<b>763</b>
* Average of 2013 (2235 m <sup>3</sup> /day), 2014 (2071 m <sup>3</sup> /day) and 2015 (1746 m <sup>3</sup> /day)	
** Estimated Population using 2011 Census (4757) + (units built in 2012, 2013, 2014 and 2015 x 2.40)	
*** Estimated Residential sewage connections ( <i>40 units added in 2012, 6 units added in 2013, 13 units added in 2014 and 8 units in 2015</i> )	

TABLE 2

A5510(16) R03

<b>MOUNT FOREST SUMMARY OF COMMITTED DEVELOPMENT - 2016</b>		
<b>REGISTERED/UNBUILT</b>	<b>UNITS</b>	<b>TOTAL</b>
Bye - Church St. (Plan 419)	2	
<b>SUB-TOTAL</b>		<b>2</b>
<b>DRAFT PLAN APPROVED OR COMMITTED BY RESOLUTION</b>	<b>UNITS</b>	
Reeves - Albert Street Estates	8	
Lucas Subdivision (King & Albert Streets)	31	
James Bowden Sr. (2013)	8	
<b>SUB-TOTAL</b>		<b>47</b>
<b>MULTI-UNIT DEVELOPMENT</b>	<b>UNITS</b>	
<b>SUB-TOTAL</b>		<b>0</b>
<b>INFILL LOTS</b>	2	
<b>SUB-TOTAL</b>		<b>2</b>
<b>TOTAL COMMITTED UNITS</b>		<b>51</b>

Note: The Bye - Wendy Lane (Plan 832) development is complete and has been removed from the above list.



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[www.simplyexplore.ca](http://www.simplyexplore.ca)

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2016-12 BUILDING PERMIT REVIEW  
PERIOD ENDING SEPTEMBER 30, 2016**

### **RECOMMENDATION**

THAT Council of the Corporation of the Township of Wellington North receive Report CBO 2016-12 Building Permit Review for the period ending September 30, 2016.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

1. CBO 2016-10 Building Permit Review Period Ending August 31, 2016

### **BACKGROUND**

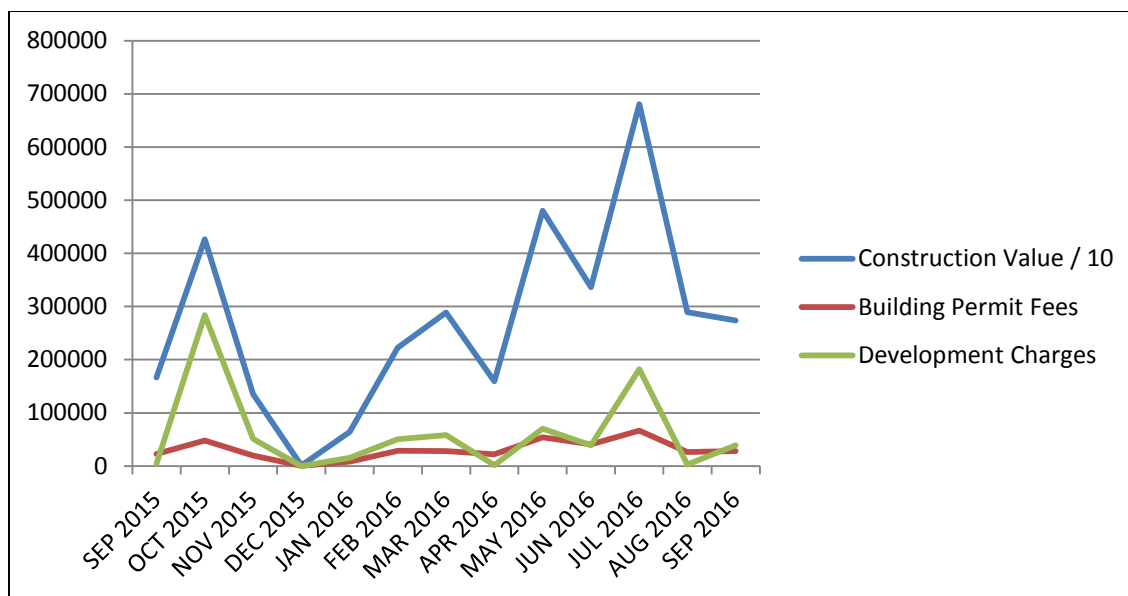
<b>PROJECT DESCRIPTION</b>	<b>PERMITS ISSUED</b>	<b>CONSTRUCTION VALUE</b>	<b>PERMIT FEES</b>	<b>DEV. CHARGES</b>
Single Family Dwelling	4	1,215,000.00	10,459.59	39,144.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	2	447,000.00	2,794.56	0.00
Garages / Sheds	4	102,800.00	1,050.64	0.00
Pool Enclosures / Decks	3	24,000.00	441.42	0.00
Commercial	1	300.00	127.00	0.00
Assembly	1	1,100.00	127.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	1	150,000.00	1,586.44	0.00



Agricultural	8	750,000.00	9,759.21	0.00
Sewage System	4	47,500.00	2,036.00	0.00
Demolition	0	0.00	0.00	0.00

Total September 2016	28	2,737,700.00	28,381.86	39,144.00
Total Year to September 2016	209	27,305,953.00	295,053.11	470,110.44

12 Month Average	23	2,797,820.50	30,978.40	66,175.18
------------------	----	--------------	-----------	-----------



10 Year Monthly Average	19	1,039,070.00	14,188.05	14,699.98
10 Year, Year to Date Average	180	18,183,769.40	164,091.36	213,012.32

**FINANCIAL CONSIDERATIONS**

None.

**STRATEGIC PLAN**

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

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

- Yes
  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
- None

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------



*Mike Givens*

<b>DARREN JONES</b> <b>CHIEF BUILDING OFFICIAL</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
---	--



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

[www.wellington-north.com](http://www.wellington-north.com)

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2016-064 BEING A REPORT ON MUNICIPAL  
DELEGATION AT THE RURAL ONTARIO MUNICIPAL  
ASSOCIATION (ROMA) 2017 CONFERENCE**

### RECOMMENDATION

**THAT** Report CLK 2016-064 being a report on municipal delegation at the Rural Ontario Municipal Association (ROMA) 2017 conference be received;

**AND FURTHER THAT** staff be directed to request delegations on the following matters with the appropriate provincial ministries:

- Provincial policy on aggregate extraction in agricultural areas
- Rural Economic Development (RED)
- Policy changes regarding absentee land and building owners
- Prohibiting Door to Door Sales by supporting and passing Bill 14
- Unwilling host for wind turbines and an end, not a suspension of the renewable energy program as it relates to wind turbines

**AND FURTHER THAT** Council requests permission by forwarding a copy of this resolution to the County of Wellington, to be part of any delegation being made by the County on hydro costs, transportation corridors and housing.

### PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

<b>BACKGROUND</b>
-------------------

The annual ROMA conference is on January 29 - 31, 2017 at the Sheraton Centre Hotel, 123 Queen St W, Toronto, ON M5H 2M9.

Mayor Lennox and Councillor Burke have registered to attend the conference representing Council.

There is an opportunity at the conference to meet with Members of Provincial Parliament (MPP) or their Parliamentary Assistants (PA) to discuss items of importance impacting Wellington North.

Topics of delegation requests have been put forward by Council and staff as follows:

- Provincial policy on aggregate extraction in agricultural areas has become an issue in Wellington North and will continue to do so.
  - (Ministry of Municipal Affairs and Housing, Ministry of Natural Resources and Climate Change)
- Rural Economic Development (RED) was a key source of funding for local community economic development initiatives and was cut by the province. A small amount of dollars in small rural municipalities can go a long way.
  - (Ministry of Agricultural Food and Rural Affairs)
- Policy changes to incent absentee land and building owners to be fully occupied and maintained in good repair.
  - (Ministry of Municipal Affairs and Housing)
- The suspension of the Renewable Energy Program could mean it may be replaced with another type of program. As an unwilling host Wellington North would like assurances wind turbines will not be built in the municipality.
  - (Ministry of Energy)
- Bill 14, a bill to prohibit aggressive door to door sales tactics was reintroduced in the legislature on September 14, 2016 by Yvan Baker, MPP, after his initial Bill 193 died on the floor when the legislature was prorogued. Wellington North would like a commitment from the provincial government support and pass this private member's Bill.
  - (Ministry of Government and Consumer Services)

The following are County wide issues there may be an opportunity to establish a County delegation:

- Hydro costs and housing are probably the number one or two challenges that our businesses are facing. Affordable hydro costs have a significant impact on business and farming.
- Housing that is more reflective of the wage earned in Wellington North is needed to attract more workers and residents into the community.
- Transportation is a challenge and a north/south and east/west transportation corridor from the city is needed to attract workers and residents.

The deadline to submit a delegation request(s) is Monday, November 14, 2016. Council may wish to establish priorities as opposed to trying to address multiple issues at the conference.

### FINANCIAL CONSIDERATIONS

There is no financial impact in requesting a delegation. There is a budget allocation for attending the conference.

Preparation for delegations requires staff time. Depending upon the nature of the delegation staff(s) attendance may be appropriate.

### STRATEGIC PLAN

Which pillars does this report support?

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Community Growth Plan | <input checked="" type="checkbox"/> Community Service Review |
| <input type="checkbox"/> Human Resource Plan              | <input type="checkbox"/> Corporate Communication Plan        |
| <input type="checkbox"/> Brand and Identity               | <input type="checkbox"/> Positive Healthy Work Environment   |
| <input type="checkbox"/> Strategic Partnerships           |  |

**PREPARED BY:**

**RECOMMENDED BY:**

*Karren Wallace, Clerk*

*Michael Givens, CAO*

**KARREN WALLACE  
CLERK**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF OCTOBER 17, 2016**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2016-021 FLEET MANAGEMENT POLICY**

#### **RECOMMENDATION**

**THAT** Report CAO 2016-021 being a report on a Fleet Management Policy be received;

**AND FURTHER THAT** the Council of the Township of Wellington North accepts and approves the Fleet Management Policy as presented;

**AND FURTHER THAT** the Council of the Township of Wellington North authorizes staff to proceed with the fleet purchases as approved in the 2016 Budget.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

2016 Budget Proceedings.

#### **BACKGROUND**

During 2016 Budget proceedings, staff was given the below direction.

“Leave capital costs for fleet in the budget but that no fleet purchases be made until the Fleet Management Advisory Committee makes recommendations on Fleet Management practices that are approved by the Administration and Finance Committee;”

Based on that direction an Ad Hoc Fleet Advisory Committee was formed. The Committee membership included:

- Councillor-Sherry Burke (Chair)
- Director of Public Works-Matthew Aston  
Roads Superintendent Dale Clark
- CAO-Mike Givens
- Fire Chief-Dave Guilbault
- Works Foreman-Andy Morrison
- Fire Fighter-Curtis Murphy
- Water Sewer Foreman-Corey Schmidt

The committee established a clear mandate.

- Develop general use guidelines for all Township fleet vehicles (appearance, maintenance, logos etc.)
- Establish provisions for replacement of existing fleet (possible items for consideration- age, mileage, hours, use, maintenance costs, etc.)
- Develop triggers that would result in a recommendation for an addition to or deletion from the existing fleet (e.g. significant personal vehicle use for Township business, future use does not warrant capital cost)
- Determine the best process for disposal of fleet (auction, local listing, other)
- Consideration of when the purchase of used vehicles or equipment would or should be considered and the process involved
- Develop a tracking process for personal use of Township fleet and recognize the taxable benefit impact
- Develop fuel management practices that are transparent and consistent

The overarching goal for the Committee should be to assure the taxpayer's of Wellington North that decisions regarding the Township Fleet are not taken lightly, are given significant consideration and are made to ensure compliance with the Township's Vision. An intended consequence is that the introduction of a Fleet Management Policy will streamline Fleet discussions at budget time.

With the mandate in mind the committee met on several occasions and developed the Fleet Policy that is attached for Council's review and approval. The policy touches on a variety of topics related to fleet-

1. Vehicle Eligibility
2. Conditions for Use
3. Replacement of Vehicles (triggers that would be considered)

4. Vehicle Fuel and Maintenance practices
5. Insurance
6. Accidents And Vehicle Damage
7. Taxable Benefit provisions
8. Vehicle Disposal
9. Vehicle Licensing
10. Vehicle Re-Assignment & Inventory Control
11. Short Term Rental Cars
12. Vehicle and Transportation Safety

The policy makes reference to the Township's previously established Tangible Capital Asset Policy, more specifically the Estimated Useful Life Chart. For Council's reference the chart has been attached as Appendix A to this report. Through discussions at the meeting it became clear that the chart will require updating in the future.

### FINANCIAL CONSIDERATIONS

Attached as Appendix B of this report is the Fleet Capital Expenditures that were identified and approved in the 2016 Township Capital Budget.

Assuming Council approval of the Fleet Management Policy, staff would proceed with purchasing the items identified the 2016 Capital Budget with the exception of the Emergency Response ¾ ton Pick-Up. Fire department is deferring this item.

2016 Fleet Capital Budget =\$567,500

### STRATEGIC PLAN

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

X Yes                                       No                                       N/A

Which pillars does this report support?

- |   |   |
|---|---|
| <input type="checkbox"/> Community Growth Plan<br><input type="checkbox"/> Human Resource Plan<br><input checked="" type="checkbox"/> Brand and Identity<br><input type="checkbox"/> Strategic Partnerships | <input type="checkbox"/> Community Service Review<br><input type="checkbox"/> Corporate Communication Plan<br><input checked="" type="checkbox"/> Positive Healthy Work Environment |
|---|---|



A proactive Fleet Management Policy will ensure that the Township has the appropriate equipment to provide the services needed by our residents. The primary goal round the policy development was to assure the taxpayer's of Wellington North that decisions regarding fleet are not taken lightly, are given significant consideration and made to ensure compliance with the Township's Vision.

**PREPARED BY:**

**RECOMMENDED BY:**

*Michael Givens*

*Michael Givens, CAO*

**MICHAEL GIVENS  
CAO**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

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## FLEET MANAGEMENT POLICY

<b>DEPARTMENT</b>		<b>POLICY NUMBER</b>	
<b>EFFECTIVE DATE</b>		<b>LEGISLATIVE AUTHORITY</b>	
<b>APPROVED BY:</b>	BY-LAW OR RESOLUTION OR DEPARTMENT HEAD		

### PURPOSE

To establish the rules and responsibilities governing the use of Township of Wellington North vehicles and to outline procedures for day to day operations. Fleet management is an asset management discipline and the main objective is to provide the appropriate service level at the lowest long-term cost.

### SCOPE

This policy applies to all Township of Wellington North employees.

### DEFINITIONS

**Business Use** – Any activity requiring the use of a Township vehicle in the direct delivery of services for Township of Wellington North and its residents.

**CRA** – Canada Revenue Agency.

**NFPA** – National Fire Protection Association.

**Township Vehicle** – A vehicle made available to an eligible Township employee for his/her business use within the Township of Wellington North or outside the Township of Wellington North for business use.

**Occasional Business use** – Occasional business use of a vehicle refers to the use of an employee's personal vehicle to conduct Township business.

**On-Call** - a status whereby a worker can be called out to a work site during or after the normal working day on a moment's notice to attend to a work related incident. On call is determined either by a collective agreement or at the discretion of the department head or CAO of the Township. This does not apply to employees responding to emergency measures under the Community Emergency Management Plan.

### POLICY

#### Table of Contents

1. Vehicle Eligibility
2. Conditions for Using a Township Vehicle
  - a) General Requirements
  - b) Reporting Vehicle Use
  - c) Other Use

3. Replacement of Vehicles
4. Vehicle Fuel and Maintenance
5. Insurance
6. Accidents and Vehicle Damage
7. Taxable Benefit
8. Vehicle Disposal
9. Vehicle Licensing
10. Vehicle Re-assignment & Inventory Control
11. Short Term Rental Cars
12. Vehicle and Transportation Safety

## **1. Vehicle Eligibility**

- 1.1 Based on service requirements, Township of Wellington North, at the discretion of the appropriate Department Head and with the approval of Township Council, will acquire vehicles for business use.
- 1.2 The mileage threshold for the acquisition of a vehicle should be based on the expectation of a minimum of 20,000 km annually for Township business. Written justification must be provided for acquisition of a vehicle where the expected annual mileage is less than 20,000 kilometers. The deliberation and decision to procure a new Township vehicle will typically be handled in conjunction with the Township's annual capital budgeting process. Additions to the fleet will consider a number of factors (service level needs, staffing impact, availability of contracted services, appropriate storage).
- 1.3 Any person making use of a Township vehicle must bear in mind that the manner of use reflects on the Township of Wellington North and its employees. It is therefore important to avoid any situation that has the possibility of creating a negative public perception of the Township. Examples of this would include inappropriate/unsafe driving practices (i.e. speeding or driving aggressively), use of the vehicle for obvious non-business purposes (i.e. driving to a movie theatre, LCBO, use of the vehicle while on vacation) or carrying or towing items that are not related to Township business (i.e. tent trailer or other recreational equipment). Any complaint from the public regarding a driver's behavior while using a Township vehicle will be investigated by the Department Head and appropriate action taken.
- 1.4 The Township of Wellington North will provide compensation to employees who use their personal vehicles for occasional business use in accordance with the per kilometer rates approved by Council.
- 1.5 The Township of Wellington North will permit employees, who require a vehicle for occasional business use to acquire a daily rental vehicle only if,
  - a) a Township vehicle is not available;
  - b) a trip to gain access to a Township vehicle would impair employee productivity (e.g. traveling an inordinate distance to pick up the vehicle);
  - c) Vehicle rental makes financial sense, i.e. less expensive than using personal vehicle.

## **2. Conditions for using an Township of Wellington North vehicle**

### **a) General Requirements**

- 2.1 Township vehicles are provided for business purposes only and may not be used for personal purposes.

- 2.2 There are occasions when a township vehicle may be located after regular working hours at the residence of a municipal employee. Permission for this will be at the discretion of the CAO or Department Head taking into consideration the efficient use of municipal resources.
- 2.3 The permission to use township vehicles to travel to and from the workplace and park said vehicles at the employees place of residence will typically be granted for employees with job descriptions and/or rotating shifts that designate them as being “on-call” as defined in this policy.
- 2.4 Township vehicles that are taken home by an employee shall be returned to (or remain at) the appropriate Township location when the employee is away from work for any prolonged period due to vacation, extended illness or any other reason, as directed.
- 2.5 The use of seat belts is mandatory at all times when vehicle is in motion.
- 2.6 Smoking is strictly prohibited in all Township vehicles.
- 2.7 All vehicles must be used in compliance with driving laws, ordinances and regulations.
- 2.8 Township vehicles (exteriors and interiors) shall be kept clean and tidy, to a standard that reflects that the vehicle was purchased using public money.
- 2.9 Hitchhikers must not be picked up under any circumstances.
- 2.10 The Township of Wellington North is not liable for fines resulting from traffic/ parking violations. It is the responsibility of the driver to deal promptly with any violations and subsequent charges if any. Township staff shall promptly report driving violations received while in a Township vehicle to their supervisor.
- 2.11 Drivers are not permitted to use highway toll such as the 407 ETR except:
  - In case of emergency such as road closures or accidents.
  - If the use of the highway will significantly reduce the travel time. Approval from the Department Head must be obtained.
- 2.12 All vehicles must be locked when unattended and valuables removed when appropriate. Vehicle keys shall be stored securely off-site (i.e. not left in vehicle).
- 2.13
  - 1) All employees, including Summer, Co-op students and seasonal staff, must have a valid G or G2 class Ontario driver’s license and be able to show evidence of a satisfactory driving record before operating a Township vehicle. The license must always be carried when operating a vehicle. When a job specification includes a requirement for a valid driver’s license (of any class), a photocopy of the incumbent’s current driver’s license must be provided to their Department Head upon commencement of employment in the position. This **MUST** occur before the employee is permitted to operate a Township vehicle. When a job description includes a requirement for a satisfactory driving record, a driver abstract must be provided as a condition of employment. The Township reserves the right to obtain periodic driver’s abstracts from the Ministry of Transportation to ensure drivers of Township vehicles have the appropriate licensing in good standing.
  - 2) Annual driver abstracts will be attained by the appropriate department head for all employees who regularly utilize Township vehicles.

2.14 Employees are also required to immediately notify their manager of any restrictions assigned to their driver's license during the course of their employment. Failure to do so will result in disciplinary action against the employee. This requirement is applicable to any Township employee who is assigned to temporary, contract or permanent positions. The requirement for a valid driver's license abstract must be outlined in the job specification and in the job advertisement.

2.15 Driving under the influence of alcohol or illegal drugs, transporting of such drugs, driving without a license or with a suspended license subjects the Township employee to disciplinary action up to and including dismissal.

***(Note: Driving under the influence invalidates insurance.)***

2.16 While the law is straightforward regarding intoxication, employees must use good judgment and refrain from driving if using any medication that may impair their ability to drive.

2.17 Township vehicles may only be driven outside Ontario only when specifically approved by Township's CAO. A written request must be completed and detailing the travel need.

2.18 Passengers may be carried in a Township vehicle only if such passengers are being carried in relation to the business use of the vehicle.

**b) Reporting Vehicle Use**

***(see section 7 for information on Taxable Benefits)***

2.19 Any personal use of a Township vehicle will result in a taxable benefit as per CRA guidelines.

2.20 Township vehicles may only be driven by staff that have been authorized to do so. In case of emergency (e.g. medical), licensed drivers residing in the household may drive the vehicle.

2.21 Under no circumstances is any person, other than a Township employee, authorized to sign for the use of the Township Fuel Card.

**c) Other Use**

2.22 Township vehicles may not be used for trailer towing unless equipped with a trailer-towing package suitable for the load/trailer to be towed.

2.23 Failure to comply with any of the conditions for using a Township vehicle subjects the employee to disciplinary action up to and including dismissal. Such action may also include cash reimbursement by the employee to the Township for expenses incurred.

### 3. Replacement of Vehicles

#### Fleet Optimization

3.1 While the Township must ensure that it has the appropriate resources to deliver its services effectively and efficiently, due consideration must also be given to the use of fuel-efficient, alternative fuel vehicles, hybrid technology vehicles whenever it is operationally feasible to do so. Optimizing the fleet efficiency will result in decreased fuel consumption and exhaust emissions, thus supporting the Township's efforts to minimize its carbon footprint. Fleet optimization can be achieved in a number of ways:

- Reduce the number of vehicles – consider alternative methods of travelling such as car pooling. Consider contracting services that require specialized vehicles.
- Reduce idling time. Unnecessary idling wastes fuel and wasted fuel is wasted money. Every 10 minutes of idling costs at least 1/5 of a litre in wasted fuel and up to 2/5 of a litre if your vehicle has an eight-cylinder engine.
- Vehicle Technology – the age of the fleet must be regularly reviewed and older vehicles being disposed of.

3.2 Township vehicles will be replaced, with the approval of the Department Head and Council, based on the following criteria:

- a) The vehicle odometer reading is approaching 180,000 km.  
Emergency Response Vehicles (hour meter X factor of 60 = equivalent kilometers).
- b) The vehicle hours are approaching 10,000 hours for rural plow trucks, 8000 hours for urban plow trucks, 4000 hours for lawnmowers, tractors and other small vehicles.
- c) The vehicle is fully amortized as per the Estimated Useful Life (amortization rates) established in the Township's Tangible Capital Asset Policy;
- d) The vehicle becomes unserviceable or unsafe due to a major accident or mechanical failure that would not be economical to repair.
- e) The required Capital Project Justification Sheet has been completed. The Justification Sheet must clearly address why a particular type/style of vehicle is needed to best serve the needs of the Township. Examples-crew cab vs. single cab, passenger van vs. car, used vehicle vs. new vehicle, contracted service vs. internal service provision
- f) Vehicle purchase has been approved in the Township Budget.
- g) Vehicle procurement follows the requirements of the Township Purchasing and Procurement Policy.
- h) Emergency response vehicles will reference current NFPA 1901: Standard for Automotive Fire Apparatus when considering replacement.

#### Selection of Vehicles

3.3 The appropriate Superintendent or Manager will determine the vehicle specifications at time of replacement.

3.4 In certain instances purchase of used vehicles will be considered based on written recommendation from the Department Head or direction from Council.

3.5 All Township vehicles must have a white exterior and the Township logo will be appropriately decaled on the front panel of the driver and passenger side. Magnetic decals are not acceptable. **Exceptions exist for Special Purpose Equipment (e.g. plow truck, fire vehicles, graders).**

3.6 If a used vehicle within the fleet is in good condition and is available, the Township of Wellington North reserves the right to re-assign that vehicle to a department requiring a vehicle of the same type as opposed to acquiring a new vehicle.

- 3.7 Before accepting delivery of a new vehicle, the Township employee must examine the vehicle carefully. Delivery should not be accepted if the vehicle does not conform to what was ordered. Any discrepancies should be identified and resolved prior to accepting delivery.

#### 4. Vehicle Fuel and Maintenance

- 4.1 Each vehicle must be maintained in a manner that is consistent with the manufacturers maintenance schedule so that it is reliable at all times and is in a safe operating condition. Maintenance schedules will be maintained to ensure compliance with warrantee conditions. Superintendents and Managers are responsible for maintaining vehicles in their respective areas. The Township should, whenever possible, deal with a reputable properly licensed vendor for any repairs required. Maintenance records for each vehicle must be maintained.
- 4.2 Any expenses incurred to repair damage to a vehicle caused by neglect or abuse by a Township employee will be paid by the employee.
- 4.3 Each Township Department is assigned a fuel fleet card and an appropriate PIN. This PIN must be used only for the purchase of fuel for Township vehicles by the employee assigned the PIN. Each fuel receipt will be duly authorized by the employee fueling the Township vehicle.
- 4.4 The fleet card should only be used to pay for fuel expenses directly related to the operation of the vehicle. Any non-fleet related use of the fleet card is strictly prohibited. (i.e. purchase of pop, food etc).
- 4.5 Personal "premium points" loyalty cards are not to be used in conjunction with the fuel fleet card.
- 4.6 If a fleet card is lost, stolen or damaged, the driver must notify their department head immediately. Arrangements will then be made to send a replacement card as soon as possible.
- 4.7 All fuel purchased must, where required, be of a regular, unleaded grade. Self-service stations should be used whenever possible.
- 4.8 If a Township Driver is required to pay cash for any required gas and/or repairs, an Expense Report request form to obtain reimbursement must be completed.
- 4.9 All warranty work must be performed at an authorized dealership or a location authorized to perform warranty work.
- 4.10 Drivers must ensure that any warranty repairs they are aware of, are performed prior to warranty expiration.
- 4.11 The Township will not repair vehicles that are due for replacement unless the safe operation of the vehicle is in question. Exceptions can be made at the discretion of the appropriate Township Superintendent/Manager.
- 4.12 All vehicles will be equipped with winter tires when required.
- 4.13 All vehicles should be maintained in good condition and be safe to drive. Any unsafe vehicle should be removed from service immediately and repaired or replaced.
- 4.14 All vehicles over five years old require an annual safety inspection.

## 5. Insurance

- 5.1 A valid insurance certificate must be kept in the vehicle at all times. Replacements can be obtained from the Township Treasurer.
- 5.2 Any belongings carried in a Township vehicle, including the Township's assets, are NOT covered under The Township's vehicle insurance policy.
- 5.3 Township employees who use their personal vehicle for occasional business use must ensure that their insurance policy covers use of the vehicle for business purposes (minimum \$1 million liability). The Township's insurance does not cover these vehicles.

## 6. Accidents and Vehicle Damage

- 6.1 Drivers involved in an accident in a Township vehicle must:
  - a) Contact ***the police***
  - b) Inform their manager and the department head of the incident
  - c) Complete accident/incident investigation form as per the Township's Health & Safety Policy

**Note: If you are involved in an accident and are found to be at fault, it will be reflected in your personal driving record even if you are driving a Township vehicle.**

## 7. Taxable Benefits

The below excerpts were taken from Canada Revenue Agency (CRA).

***"If your employee drives your vehicle for personal reasons or you reimburse your employee for the personal driving of his or her own vehicle, there is a taxable benefit that has to be calculated and included in his or her income."***

***"Personal driving includes:***

- ***Vacation trips;***
- ***Driving to conduct personal activities;***
- ***Travel between home and a regular place of employment, other than a point of call;***
- ***Travel between home and a regular place of employment even if you (employer) insist the employee drive the vehicle home, such as when he or she is on call."***

***"Employers and employees should keep records on the use of a motor vehicle so that the total kilometers driven in a calendar year by an employee or a person related to the employee may be properly apportioned between business use and personal use"***

- 7.1 The Township will rely on CRA's "Motor Vehicle Home at Night Policy"; as such motor vehicles are not to be utilized for any personal use other than travelling between home and a regular place of employment by Township employees. The Township no longer charges employees for the use of motor vehicles therefore there are income tax implications for employees who drive a Township vehicle for use that the CRA would deem to be personal.



- 7.2 A taxable benefit will be added to the income of each driver who drives a Township motor vehicle for personal use. Employees are responsible for tracking and reporting all personal use of Township motor vehicles. Employees will indicate on their bi-weekly timesheet the total kilometres driven for the period and additionally the personal kilometres driven for the period. Payroll staff will calculate the taxable benefit for the personal kilometres utilizing the CRA prescribed rate. This amount will be reflected on the employee's bi-weekly pay and on their annual T4. Employees will be responsible for any fines and interests resulting from inaccurate declarations made to the CRA.

## **8. Vehicle Disposal**

- 8.1 The original registration (plate and vehicle portions) and other related documentation must be retained by the Superintendent or the Manager to facilitate the disposal. All personal belongings should be removed from the vehicle.
- 8.2 When a vehicle is no longer in use or disposed of, the Superintendent or Manager must immediately notify the Treasury department requesting the cancellation of the insurance premium. The Fleet Inventory/TCA database will be updated upon disposal.
- 8.3 All Township vehicles will be disposed of in the manner established in the Township's Purchasing and Procurement Policy. It is the Township's objective to ensure that all assets are re-marketed as cost effectively as possible.  
In some cases, it is often more cost effective to dispose of older vehicles at local auctions rather than through advertised sale. The superintendent or manager must inform the CAO and Department Head of such cases and be prepared to provide a rationale that would justify this course of action. After the vehicle is sold, the cheque and bill of sale should be forwarded to the Treasury department for processing.
- 8.4 If Township vehicles are traded in as part of the purchase of a new vehicle, the bill of sale for the new vehicle must explicitly show the trade-in value for the vehicle disposed of.

## **9. Vehicle Licensing**

- 9.1 A photocopy of the registration will be retained in the glove box of each vehicle. The original vehicle registration should always be kept as part of the Township's records management.

## **10. Vehicle Re-assignment and Inventory Control**

- 10.1 The Township's Tangible Capital Asset (TCA) database will be the primary inventory control system for all vehicles. The vehicle identifier can be the license plate, the unit number or the VIN number.
- 10.2 The appropriate Manager must ensure that any additions, disposals or re-assignment of vehicles are immediately reported to the Treasury Department, who will then update TCA records.

## **11. Short-term Rental of Vehicles**

- 11.1 A short term rental is defined as requiring a vehicle for a period of 3 weeks or less. If a rental vehicle is required for a month or more, a tendering process must be followed.

11.2 As a result of changes made to the *Insurance Act* in 2007, the Employer is now identified as the renter on short term rental. This means that the Township's insurance policy will respond first if an employee is in a serious at-fault accident while renting a vehicle on Township business. The name of the renter should therefore be "Township of Wellington North." The name of the Township employee renting the vehicle should be listed under "licensed operator."

11.3 If you are involved in an accident while in a rental car, please follow the same reporting procedure as when using a Township vehicle.

11.4 Employees operating rental vehicles are responsible for complying with the terms of the rental contract.

## 12. Vehicle/ Commercial Vehicle Safety and Maintenance

### Vehicle Safety

12.1 The Township of Wellington North is committed to ensuring that all Township vehicles are being driven in a manner that ensures the safety of its drivers and in accordance to all regulatory requirements.

12.2 As of October 26, 2009, Ontario's new distracted driving law makes it illegal for motorists to use hand-held wireless communication devices or any hand-held electronic entertainment devices while driving.

### Commercial Vehicles Operator's Registration (CVOR)

12.3 When driving a commercial motor vehicle (i.e. grader, dump truck, loader), a daily vehicle inspection must be completed, as set out in the Highway Traffic Act. The inspection must be conducted by the driver prior to using the vehicle (unless the vehicle has been driven by more than one driver and 24 hrs have not elapsed since the previous driver conducted an inspection). To meet the requirements for a record of daily inspections, a commercial motor vehicle trip inspection report must be completed and kept in the vehicle for 24 hrs and then appropriately filed. Every driver of a Commercial Motor Vehicle is required to complete a daily log that accounts for all of his or her on- duty time and off-duty time for that day.

12.4 An annual safety inspection is required on all heavy commercial vehicles. Stickers provided upon completion of inspections are valid in any Province or State for 12 months after the month of inspection.

## 13. Revision History

Date	Revision #	Reason for Revision
2016/xx/xx	0	Policy Released

TABLE 1- ESTIMATED USEFUL LIFE CHART

Category	Sub Category	Component	Estimated Useful Life **
Land	Not Applicable	Not Applicable	N/A
Buildings	Note: Building components will be treated as betterments to the building structure and these betterments will be capitalized upon completion. A review of the remaining years of estimated useful life of the building structure will be reviewed/updated at that time		
	Structure		50
	Exterior	Roofing, Windows, Doors, Siding, Etc.	25
	Interior	Flooring, Permanent Furnishings, Etc.	25
	Mechanical	HVAC	25
	Site Elements	Playground Equipment, Fencing, Sheds, Etc.	25
Infrastructure	Bridge	Structure	50
		Deck Surface	20
	Culverts		50
	Asphalt/Concrete Road/HCB (High Class Bituminous)***	Surface	20
		Base *	50
	Gravel Road***	Surface	10
		Base *	50
	Surface Treated Road/LCB Low Class Bituminous)***	Surface	15
		Base *	50
	Water	Water Mains, Meters	60
		Pump Station-Building, Wells, Standpipe	50
		Pump Station-Mechanical/Electrical	25
	Sanitary System	Force Mains, Sewer Mains	60
		Pump Station-Building, Lagoons	50
		Pump Station-Mechanical/Electrical	25
	Storm System	Storm Sewers, Ponds	60
	Traffic Signals/Street Signs		20
	Streetlights		20
Vehicles & Machinery	Licensed Vehicles-light duty	Pickups, Vehicles < 1 Tonne, Trailers	7
	Licensed Vehicles-heavy duty	Fire Vehicles (pumpers, tankers, rescue), Dump trucks, Vehicles > 1 Tonne	20
	Unlicensed Vehicles-light duty	Mowers, Tractors	7
	Unlicensed Vehicles-heavy duty	Graders, Backhoes, Loaders, Ice Resurfacers	20
Furniture & Fixtures	Office Furniture		15
	Shelving Storage Fixtures		15
Technology /Communications	Hardware		5
	Software		5
	Radio Equipment		5



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

049

The meeting was held in the Meeting Room of the Mount Forest & District Sports Complex.

**Committee Members Present:**

- Steve McCabe, Councillor, Chairperson
- Andy Lennox, Mayor
- Dan Yake, Councillor
- Lisa Hern, Councillor
- Barbara Dobreen, Councillor, Township of Southgate

**Also Present:**

- Councillor Sherry Burke

**Staff Members Present:**

- Barry Lavers, Director of Recreation, Parks & Facilities
- Michael Givens, Chief Administrative Officer
- Tom Bowden, Arthur Facilities Manager
- Mark McKenzie, Mount Forest Facilities Manager
- Cathy Conrad, Executive Assistant

**CALLING THE MEETING TO ORDER**

Chairperson McCabe called the meeting to order.

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION REC 2016-30**

Moved by: Councillor Yake

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North be amended to include a delegation from the Arthur Optimist.*

**CARRIED**

**RESOLUTION REC 2016-31**

Moved by: Councillor Yake

Seconded by: Mayor Lennox

*THAT the agenda for the October 4, 2016 Recreation & Culture Committee meeting be accepted and passed.*

**CARRIED**

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

No declarations of pecuniary interest were declared

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

050

**MINUTES OF PREVIOUS MEETING**

The minutes of the August 16, 2016 Recreation & Culture Committee meeting were received and adopted by Council at the Regular Meeting of Council held on September 12, 2016.

**BUSINESS ARISING FROM MINUTES**

No business arising from minutes was tabled.

**DELEGATION**

Arthur Optimist members Nick Epoch, Gerald Townsend and Steve O'Neill appeared before the Committee to discuss the club's proposal for installation of a splash pad beside the Arthur Pool. Information was provided regarding engineering, installation, water usage and accessibility concerns.

**REPORTS**

Triton Engineering Services Limited

- Draft Report, dated September 2016, regarding Mount Forest Lion Roy Grant Pool

**Resolution REC 2016-32**

Moved by: Mayor Lennox

Seconded by: Councillor Yake

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information the Draft Report prepared by Triton Engineering Services Limited, dated September 2016, regarding the Mount Forest Lion Roy Grant Pool.*

**CARRIED**

RAC 2016-011

- Objectives of the proposed Recreation Master Plan

**Resolution REC 2016-33**

Moved by: Councillor Yake

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2016- 011 being a report on the scope and objectives of the Recreation Department's proposed master plan.*

*AND FURTHER THAT the Recreation and Culture Committee provide direction to staff to proceed with a RFP for a Recreation Master Plan including cultural facilities.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

051

RAC 2016-013

- Canada 150 Infrastructure Project (Arthur Arena)

**Resolution REC 2016-34**

Moved by: Mayor Lennox

Seconded by: Councillor Yake

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2016-013 being a report on the Canada 150 Infrastructure Project at the Arthur Arena.*

**CARRIED**

RAC 2016-014

- Arthur Optimist Splash Pad Proposal 2016

**Resolution REC 2016-35**

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2016- 014 being a report on the proposed Arthur Optimist Splash Pad;*

*AND FURTHER THAT the Recreation & Culture Committee supports the concept of a Splash Pad at the Arthur Community Centre (location as recommended by Triton Engineering Services report of June 2016) as presented by the Arthur Optimist on September 26, 2016;*

*AND FURTHER THAT the Recreation & Culture Committee recommends the establishment of an Arthur Splash Pad Advisory Committee to oversee the development of the Splash Pad with representation as per below:*

*Arthur Optimist (2)*

*Director of Recreation, Parks & Facilities*

*Arthur Community Centre Facility Manager*

*Councillor McCabe and Councillor Hern*

*AND FURTHER THAT the Recreation & Culture Committee directs staff to include Splash Pad operating costs in the 2017 Recreation operating budget acknowledging the Arthur Optimist have committed to raising all capital costs associated with the Splash Pad.*

**CARRIED**

EDO 2016-27

- IPM 2016 Living Mural Placement at the Community Centres

**Resolution REC 2016-36**

Moved by: Mayor Lennox

Seconded by: Councillor Yake

*THAT the Recreation and Culture Committee of the Township of Wellington North receive Report EDO 2016-27 being a report on the IPM 2016 Living Mural placement at the community Centres;*

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

052

*AND FURTHER THAT The Recreation & Culture Committee approve the request to display the applicable sections of the IPM 2016 Living Mural at the Arthur & Area Community Centre and the Mount Forest & District Sports Complex and provided information for the community to view and enjoy on a permanent basis.*

**CARRIED**

Facility Usage Reports:

- Arthur Community Centre August - September 2015/16
- Mount Forest Sports Complex August – September 2015/16

**Resolution REC 2016-37**

Moved by: Councillor Dobreen

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee receive for information the Arthur and Mount Forest Facility Usage Reports for August - September 2015 and 2016.*

**CARRIED**

**OTHER BUSINESS**

Michael Givens, CAO

- Verbal report regarding Arthur Public School Tennis Courts

The tennis courts were developed in 1982 under a 20 year agreement with the Upper Grand District School Board. The courts are in a state of disrepair and the school board has asked if the Township is in need of use of the courts. The Township has a legal opinion that we are under no financial obligations related to the tennis courts.

**Resolution REC 2016-38**

Moved by: Councillor Dobreen

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North receive the verbal report provided by Michael Givens, CAO, regarding Arthur Public School Tennis Courts.*

**CARRIED**

In conjunction with the IPM the Township purchased a bench in memory of Mike Broomhead. Mr. Broomhead's family was consulted and the bench will be placed in the lobby area of the Mount Forest arena.

**NEXT MEETING**

Next meeting December 6, 2016 at 8:30 a.m. at the Mount Forest & District Sports Complex.



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

053

**CLOSED MEETING SESSION**

**Resolution REC 2016-39**

Moved by: Mayor Lennox

Seconded by: Councillor Dobreen

*THAT the Recreation and Culture Committee of the Township of Wellington North go into a meeting at 9:55 a.m. that is closed to the public under subsections 239 (2) (b) of the Municipal Act, 2001 to consider:*

1. *Report RAC 2016-012 being a report on the Greater Metro Hockey League (GMHL)*

2. *Michael Givens, CAO*

*Verbal report regarding Wellington North Ringette*

**CARRIED**

**Resolution REC 2016-40**

Moved by: Councillor Dobreen

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North rise from a closed meeting session at 10:15 a.m.*

**CARRIED**

**Resolution REC 2016-41**

Moved by: Councillor Hern

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North received for information Report RAC 2016-012 being a report on the Greater Metro Hockey League.*

**CARRIED**

**Resolution REC 2016-42**

Moved by: Councillor Hern

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North receive the verbal report provided by Michael Givens, CAO, regarding Wellington North Ringette.*

**CARRIED**

**Resolution REC 2016-43**

Moved by: Councillor Yake

Seconded by: Mayor Lennox

*THAT the Recreation and Culture Committee of the Township of Wellington North recommends to Council that the ice rental debt for the Wellington North Ringette Association related to the 2015/2016 season in the amount of \$6,108.78 be fully forgiven.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
OCTOBER 4, 2016 AT 8:30 A.M.**

054

**ADJOURNMENT**

**Resolution REC 2016-44**

Moved by: Mayor Lennox

Seconded by: Councillor Hern

*THAT the Recreation and Culture Committee meeting of October 4, 2016 be adjourned at 10:19 a.m.*

**CARRIED**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AD HOC FLEET ADVISORY COMMITTEE  
TUESDAY, OCTOBER 11, 2016 AT 8:30 A.M.**

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

**Members Present:** Sherry Burke, Councillor, Chairperson  
Michael Givens, CAO  
Matthew Aston, Director of Public Works  
Corey Schmidt, Water Sewer Foreman  
Andy Morrison, Works Foreman, Arthur  
Dale Clark, Road Superintendent  
David Guilbault, Fire Chief

**Absent:** Curtis Murphy, Fire Fighter

**Also Present:** Cathy Conrad, Executive Assistant

**CALL THE MEETING TO ORDER**

Chairperson Burke called the meeting to order.

**APPROVAL OF MINUTES**

The Committee approved the minutes of September 13, 2016.

**ITEMS OF INFORMATION**

N/A

**ITEMS FOR REVIEW**

1. Ad Hoc Fleet Advisory Committee Mandate

The Ad Hoc Fleet Advisory Committee Mandate has not changed.

2. Revised Draft Fleet Policy

Revisions to items from last meeting have been captured in the revised policy. Duplication has been removed.

Obtaining annual driver abstracts has been a past practice and is now captured in the policy.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AD HOC FLEET ADVISORY COMMITTEE  
TUESDAY, OCTOBER 11, 2016 AT 8:30 A.M.**

Section 3 – Replacement of Vehicles. The criteria for replacement of vehicles was reviewed. The items listed in 3.2 a to h are factors to consider when considering replacement. The chart showing expected useful life is part of the Tangible Capital Asset Policy. How the number of hours expands to the number of years of estimated useful life was discussed. The Tangible Capital Asset Policy may need to be changed to reflect the hours. Backhoes and graders should be replaced before the 20 year time period. Suggestion was made to include a reference to the Tangible Capital Asset Policy rather than including the chart in this policy

Section 4 Vehicle Fuel and Maintenance. This section reflects practices already being utilized for the purchase of fuel. Public works has PIN codes for each department and the cards stay at the fuel depots. The Fire Department has a card assigned to each vehicle. The section referring to winter tires when required has been left in the policy

Section 5 – Insurance and Section 6 – Accidents and Vehicle Damage are unchanged.

Section 7 – Taxable Benefits. Policy wording reflects excerpts from Canada Revenue Agency (CRA). Personal use of Township vehicles will be recorded on time sheets as well as the odometer reading of the vehicle used. Typically, personal use will be travel from home to work and back. Responding to a call from home, travel to conferences and courses are not considered personal use. The use of different vehicles was considered. The water department uses make and model year for describing each vehicle. Using a vehicle number would make tracking easier. The odometer reading of the vehicle usually used will be captured on employee time sheets along with the number of kilometres for personal use. Tracking the odometer readings could be beneficial for maintenance as well as replacement.

Section 8 Vehicle Disposal. The Road Superintendent has successfully disposed of vehicles using auctions. The Fire Chief has used the Ontario Fire Chiefs website.

Questions and Comments:

- Clarify when decisions are made at the Superintendent, Manager or Department Head level.
- Have other Department Heads review the draft policy.
- Fleet Capital expenditures included in the 2016 budget were 2 pickup trucks for Water and Sewer, a pickup for Recreation, a roadside mower, water tank, excavator, minivan, tri-axle pony pup trailer for the Roads Department and a 3/4 ton pickup for the Fire Department.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AD HOC FLEET ADVISORY COMMITTEE  
TUESDAY, OCTOBER 11, 2016 AT 8:30 A.M.**

- Fire Department deferred replacement of the Tahoe until next year. One rescue vehicle has been disposed of with funds going into a reserve.
- Money for vehicles and equipment that were included in the budget this year, but not purchased, will have those funds put into reserves.
- Budgeted items were approved pending the creation of an ad hoc committee and policy.
- Suggestion to bring minivan and excavator back to 2017 budget as there was some question of the need for those items.
- Include definition for NFPA and CRA be added to the policy.

**NEXT STEPS**

Circulate Draft Policy to Department Heads for their review and then take to Council.

**DATE OF NEXT MEETING**

The Ad Hoc Fleet Advisory Committee did not set another meeting date.

**ADJOURNMENT** (9:23 A.M.)



# Communiqué



From the desk of:

September, 2016 # 035

## Fire Chief.

1. The BETTER OR FOR WORSE seminar for the Spouses/Partners was presented on September 14<sup>th</sup> 7pm in the Council Chamber in Kenilworth. The feedback has been very positive. Other than the Audio visual equipment, it was a good evening. The Firefighter presentation is confirmed for November 22<sup>nd</sup> in Arthur and November 29<sup>th</sup> in Mount Forest. November 29<sup>th</sup> will be an added training night for Mount Forest. More info to follow.
2. **REMINDER**, please use your IAM responding!! Your fellow firefighters are counting on you! We need to know who is responding!!!
3. The Officer meeting minutes from September 7<sup>th</sup> has been sent out. Next meeting will be October 18<sup>th</sup>.
4. **WELCOME NEW MEMBERS:** Arthur Station: **Dustin Piccinetti, Brendan Carrol, Steve Domenichini**  
  
All three firefighters are certified from a Community Fire College. We now have four potential candidates for Mount Forest. Interviews for Mount Forest will happen this fall.
5. ANOTHER crazy busy month! Thank you for your hard work and professionalism. It is very much appreciated!!!
6. All Radios have been reprogrammed. PLEASE familiarize yourself with the channel configuration. As you are aware we now have a Tactical Channel. That channel will be used at the discretion of the Incident Commander. The " MayDay" feature has also been configured. Captain Murphy and I are working on an SOG that will tie into RIT. More to follow.
7. When a visiting Fire Department, ie Fergus, Minto, Mapleton responds into our response area, THEY SHALL be using our radio channels and frequencies. They WILL NOT be permitted to use UHF radios on 400MHZ. This of course is for Firefighter Safety.



# Communiqué



## FIRE DEATHS IN ONTARIO

<b>Total fatal fires for the period from January 1 to September 30th for the years 2015 and 2016</b>				
	<i>2015</i>		<i>2016</i>	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except federal and First Nations properties) from January 1 to August 31	72	78	52	61
Fatal fires on federal or First Nations properties from January 1 to August 31	2	2	1	9
Total	74	80	53	70

Respectfully;

Fire Chief

***"A Person's Actions will Tell You Everything You Need To Know"***



# Communiqué



## September Fire Report 2016

### **ARTHUR STATION:**

The Arthur Station responded to 16 calls for assistance during the month.

### **Practice/ Meetings:**

September 13, 2016 (15) members were present

September 20, 2016 (12) members were present

### **MOUNT FOREST STATION:**

The Mount Forest Station responded to 23 calls for assistance during the month.

### **Practice/ Meetings:**

September 13, 2016 (17) members were present

September 20, 2016 (14) members were present





# Communiqué



CALL TYPE	ARTHUR STATION	AREA	2	MOUNT FOREST STATION	AREA
Medical	4	Arthur(1)		10	Mount Forest (8)
		Township (3)			Township (2)
Structure Fire	2	Mapleton(2)			
Vehicle Fire				1	Township (1)
Co/Smoke/Alarm				2	Mount forest (1) Southgate (1)
Vehicle collision	5	Township(3)		1	Southgate(1)
		Arthur(1)			
		Mapleton(1)			
Alarm	1	Arthur(1)		2	Mount Forest (2)
Illegal Burn					
Mutual Aid	2	Mapleton(2)		1	Southgate (1)
Assist Other Station In Wellington North	2	Stand By In Kenilworth		5	Stand By In Kenilworth
				1	Township(1)
Stove Top Fire					



# Communiqué



## Fire Prevention/Public Education

### **FIRE SAFETY PRESENTATIONS**

Arthur Fall Fair, Arthur

### **FIRE INSPECTIONS**

107 Wellington St. Mount Forest

Arthur Fall Fair

215 Eliza St. Arthur

101 George St. Arthur

### **BURN COMPLAINTS**

148 Berkshire Dr., Arthur

### **VULNERABLE OCCUPANCY FIRE DRILLS**

### **FIRE SAFETY PLAN REVIEWS**

164 Fergus St S. Mount Forest

390 Parkside Dr. Mount Forest

### **FIRE INVESTIGATIONS**

### **BURN PERMIT SITE INSPECTIONS**

8117 Line 10 West Luther

8323 Line 12 West Luther

9288 Concession 11 Mount Forest

9372 Concession 11 Mount Forest

8632 Sideroad 3 Arthur

### **Fire Safety Complaint Inspections**

316 Fergus St. N. Mount Forest

215 Eliza St. Arthur

187 Main St. S. Mount Forest



# Communiqué

189 Main St. S. Mount Forest



“TEST YOURS *TODAY*”

## TRAINING DIVISION

### Training Division

Hi folks. Please see the attached Fall Training Schedule. The Fire Chief will be conducting training sessions in November and December.

September 13/16. Union Gas Presentation STN 90

Hydrant hook-up STN 120

September 20/16. Union Gas Presentation STN 120

Hydrant hook-up STN 90 (Chicken Farm cistern)

October 4/16. Residential Rescue in Arthur. Bus Extrication in Mount Forest

October 11/16. Bus Extrication in Arthur. Residential Rescue in Mount Forest

October 25/16. Medical Review

November 1/16 Incident Command (Kenilworth)

November 15/16 Radio Communications STN 90 (FPO Marco.)

Radio Communications STN 120

November 22/16 Canadian Critical Incident Stress Foundation Presentation. STN 90

Equipment inventory (standardization) STN 120



# Communiqué

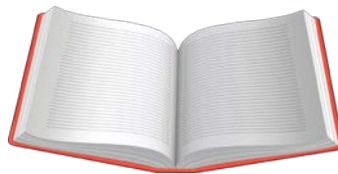


## Public Education

Getting into the busy time of year in regards to Public Education within our schools. Books have been distributed to all of the schools in Wellington North and scheduling has already begun. Some schools are looking for fall and spring time visits. Should be fun. I like to thank all of those that come out and help with the activities that we put on during the year. Thank you.

**Marco Guidotti**

***“SAVING LIVES THROUGH EDUCATION”***



**Please have all monthly reports submitted by the 5<sup>th</sup> of each to:**

**[fpo@wellington-north.com](mailto:fpo@wellington-north.com)**

Next communiqué will be October 10th, 2016



CORPORATE SERVICES DEPARTMENT  
TELEPHONE 613-968-6481  
FAX 613-967-3206

## City of Belleville

169 FRONT STREET  
BELLEVILLE, ONTARIO  
K8N 2Y8

September 28, 2016

Lisa Thompson, MPP  
Huron-Bruce  
Room 425, Main Leg Bldg, Queen's Park  
Toronto, ON, M7A 1A8

Dear Ms. Thompson:

**RE:       Municipal Resolution on Supporting Agricultural Experts in  
          Their Fields  
          Motions  
          11.1, Belleville City Council Meeting, September 26, 2016**

This is to advise you that at the Council Meeting of September 26, 2016, the following resolution was approved.

"WHEREAS, Ontario-grown corn, soybean and wheat crops generate \$9 billion in economic output and are responsible for over 40,000 jobs; and

WHEREAS, Ontario farmers are stewards of the land and understand the importance of pollinators to our environment and ecosystems; and

WHEREAS, the Ontario government is implementing changes to ON Reg. 63/09 that would prevent any Certified Crop Advisor (CCA) from carrying out a pest assessment if they receive financial compensation from a manufacturer or retailer of a Class 12 pesticide; and

WHEREAS, Ontario's 538 Certified Crop Advisors who are capable of and willing to conduct pest assessments will be reduced to 80 should the proposed changes to the definition of professional pest advisor be implemented in August 2017 and

**11.1 Motions  
Belleville City Council Meeting  
September 26, 2016**

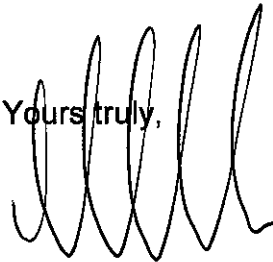
WHEREAS, the reduction in CCAs would force corn and soybean farmers to terminate the relationships that they have built with experts that understand their unique crop requirements, soil types, and field conditions, placing undue delays on planting crops;

THEREFORE, be it resolved that the Council of The Corporation of the City of Belleville supports the efforts of the Member of Provincial Parliament for Huron-Bruce to eliminate barriers to employment opportunities for CCAs, and allow Ontario farmers the freedom to engage in business with the expert of their choice; and

THAT a copy of this resolution be forwarded to all Members of Provincial Parliament, municipalities, and AMO."

I trust this is sufficient.

Yours truly,

A handwritten signature in black ink, appearing to read 'Matt MacDonald', written over the text 'Yours truly,'.

**Matt MacDonald  
Acting Director of Corporate Services/City Clerk**

MMacD/nh  
Pc: Todd Smith, MPP, Prince Edward-Hastings



**October 04, 2016**

**Mayor Andy Lennox,  
Township Of Wellington North  
Kenilworth On. N0G 2E0**

**Dear Mayor Andy Lennox and Council,**

**On Behalf of The Royal Canadian Legion BR.134, Mount Forest we are requesting at this time, permission to distribute poppies in the above noted town within your jurisdiction. It will begin on Friday October 28, 2016 and end on Friday November 11, 2016.**

**Furthermore, it is requested that a proclamation be made declaring “November 11<sup>th</sup> 2016 as Remembrance Day”.**

**We look forward to receiving your reply at your earliest convenience.**

**Respectfully submitted;**

**Comrade Ken Thompson  
Poppy Chairman  
Royal Canadian Legion  
Br. #134 Mount Forest ON  
519-323-9074  
mseop26@hotmail.com**

October 6, 2016

Dear Clerks:

### **AMO Seeks Council Resolution**

On behalf of the AMO Board, I would ask you to place the attached resolution on council's next agenda along with this letter.

AMO wants every council to be involved in the *What's Next Ontario?* project. There is a looming fiscal gap facing Ontario's municipalities. *What's Next Ontario?* is about recognizing the gap and seeking sector support for closing it. The response has been impressive, but there's more to be done! We've boiled down the essence of the challenge we face in the next ten years to a one-page resolution. We urge every council in Ontario to adopt the resolution, and reply to AMO by December 1, 2016.

What does it say? We know Ontarians see infrastructure as the number one challenge facing their community. We know that even if we raise property taxes and user fees by inflation (1.8%), we will still be \$3.6 billion short to fix the infrastructure gap, every year for ten years. This is what we need to address. As elected officials, how do we deal with this challenge? What is the best approach? Ontarians already pay the highest property taxes in the country. How high is too high?

We could finance this gap by increasing property taxes. It would require property tax revenue increases of 4.6% annually for 10 years, sector-wide. And, what happens if the federal or provincial governments pull back on future commitments? We know that could mean property tax revenue increases of up to 8.35% annually for 10 years, sector-wide. How might these numbers translate locally as an annual rate increase?

The attached resolution is a starting point. Thank you for bringing this to your council's attention. My e-mail address is on the resolution and I look forward to receiving council's support.

If you have questions, please contact Matthew Wilson, Senior Advisor, [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca), 416-971-9856 Ext. 323.

Yours sincerely,



Lynn Dollin  
AMO President



## WHAT'S NEXT ONTARIO? RESOLUTION

**WHEREAS** recent polling, conducted on behalf of the Association of Municipalities of Ontario indicates 76% of Ontarians are concerned or somewhat concerned property taxes will not cover the cost of infrastructure while maintaining municipal services, and 90% agree maintaining safe infrastructure is an important priority for their communities;

**AND WHEREAS** infrastructure and transit are identified by Ontarians as the biggest problems facing their municipal government;

**AND WHEREAS** a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases, shows there to be an unfunded average annual need of \$3.6 billion to fix local infrastructure and provide for municipal operating needs;

**AND WHEREAS** the \$3.6 billion average annual need would equate to annual increases of 4.6% (including inflation) to province-wide property tax revenue for the next ten years;

**AND WHEREAS** this gap calculation also presumes all existing and multi-year planned federal and provincial transfers to municipal governments are fulfilled;

**AND WHEREAS** if future federal and provincial transfers are unfulfilled beyond 2015 levels, it would require annual province-wide property tax revenue increases of up to 8.35% for ten years;

**AND WHEREAS** Ontarians already pay the highest property taxes in the country;

**AND WHEREAS** each municipal government in Ontario faces unique issues, the fiscal health and needs are a challenge which unites all municipal governments, regardless of size;

**NOW THEREFORE BE IT RESOLVED** that this Council supports the Association of Municipalities of Ontario in its work to close the fiscal gap; so that all municipalities can benefit from predictable and sustainable revenue, to finance the pressing infrastructure and municipal service needs faced by all municipal governments.

Please forward your resolution by December 1, 2016 to:  
AMO President Lynn Dollin [amopresident@amo.on.ca](mailto:amopresident@amo.on.ca).

## Description of Act:

The government is introducing a bill to amend both the Aggregate Resources Act and the Mining Act in tandem. The bill is part of the government's goal of continuing to build a competitive business environment in Ontario using approaches that balance the province's social, economic and environmental interests. This posting outlines the proposed changes to the Aggregate Resources Act (Schedule 1 of the proposed bill). The proposed changes to the Mining Act (Schedule 2 of the proposed bill), were originally introduced as Bill 155 and proposals were posted in 2014. The comment period has closed, but for information purposes, see [www.ebr.gov.on.ca](http://www.ebr.gov.on.ca), ER postings 012-0575 and 012-2993.

If passed, the proposed amendments would be the first step to modernizing and strengthening the way that aggregate resources are managed in Ontario by enabling stronger oversight, enhancing environmental accountability, improving information and participation and increasing fees and royalties.

In 2013, the Standing Committee on General Government released a report outlining recommendations for improving the Aggregate Resources Act and its policy framework. The government responded to these recommendations in a subsequent report and carried out a series of engagement sessions with stakeholders and Indigenous communities in 2014. Feedback received during these sessions was used to develop proposals that would modernize and strengthen the Aggregate Resources Act and its associated policy framework. The province consulted on these proposals in fall 2015, through a document titled, A Blueprint for Change.

Key highlights of the proposed changes to Legislation include:

### General

- Authorizing the Minister to develop regulations to require licensees and permittees to submit information related to their operation, and to conduct and submit reports on inventories, tests, surveys and studies related to the operation;
- Standardizing annual tonnage limits for all existing licences and permits, and including all aggregate and recycled aggregate leaving the site in those limits;
- Standardizing and enhancing the provisions for amending site plans and licence or permit conditions across licences, wayside permits and aggregate permits, and enabling regulations to be made allowing licensees and permittees to self-file minor site plan amendments in circumstances that would be set in regulation;
- Recognizing that the Minister must consider whether adequate consultation with Aboriginal communities has been carried out before exercising powers under the Act with respect to licenses or permits;

- Allowing the Minister to add conditions to existing sites, without tribunal hearings, to implement a source protection plan under the Clean Water Act;
- Enhancing powers related to the transfer and revocation of permits and licences;
- Enhancing authority with respect to the management of the Aggregate Resources Trust;
- Creating the authority to make regulations requiring peer review of technical studies and to require the applicant, licensee or permittee to cover the cost of those reviews;
- Clarifying and enhancing the provisions that allow regulations to be made requiring record keeping and reporting on aggregate operations; and
- Allowing self-compliance reporting to be required more or less frequently than once per year as prescribed by regulation.

#### New operations

- Allowing custom plans to be developed that outline study and consultation requirements in some site specific situations;
- Clarifying that impacts to municipal drinking water sources be considered when making decisions for new licences and wayside permits;
- Allowing the Minister to designate areas of Crown land, Crown aggregate or Crown topsoil where an aggregate permit will not be issued or where it will only be available for a specific purpose or person;
- Expanding the ability to require permits for the removal of stockpiled Crown aggregate or topsoil by describing specific criteria in regulation;
- Creating flexibility for the Minister to waive application requirements in order to address unique situations;
- Authorizing the creation of regulations to exempt specific activities from licencing or permitting requirements if specific conditions are met; and
- Establishing the application documentation requirements for grandfathering applications that are currently described in policy within the legislation.

#### Enforcement

- Increasing the maximum penalties to \$1,000,000 plus an additional \$100,000 for each day the offence continues, and eliminating the minimum \$500 fine to support the ability to enforce the Act by way of Part I tickets under the Provincial Offences Act;

- Establishing clear offense provisions for submitting false or misleading information in a report or in information that is required under the Act, the regulations, a site plan or a licence or permit;
- Protecting the inspectors, public servants, and the Minister from liability for any acts that they have done in good faith under the Act; and
- Recognizing the inspection report that is currently used to document the findings of an inspection.

#### Fees and royalties

- Increasing flexibility with respect to the collection and distribution of fees and royalties;
- Requiring existing fees for applications, amendments, transfers, etc. to be established in regulation;
- Enabling setting of new fees in regulation for a broader array of requests (e.g., requests for amendments, acceptance of surrender);
- Clarifying that aggregate permits with a mining lease are subject to royalty charges (unless they have been exempted); and
- Creating flexibility for the Minister to waive certain fees.

Other changes have been proposed to improve the administration of the legislation and address housekeeping edits. For example:

- Clarifying that licensees and permittees are only protected from prosecution on self-reported violations if they are reported before they are discovered by an Inspector;
- Allowing the Minister to substitute a licence for a permit issued to the same person where a different approval type is required because there has been a change in land ownership or designation under s. 5;
- Allowing the Minister to specify when the ministry will require official party status at an Ontario Municipal Board hearing, and allowing the Board to send referrals back to the ministry where objections have been resolved before a hearing starts;
- Clarifying that the name and address of individuals who participate in the prescribed notification and consultation procedures are a part of the public record unless the individual requests that the information remain confidential; and
- Repealing sections and definitions that are no longer required.

In addition several specific definitions and requirements for applications, amendments and reporting are proposed to be moved to the regulations.

The information above includes key highlights of the proposed changes within the bill. All of the changes in the bill can be viewed on the Ontario Legislative Assembly website at the links provided in the bottom of this notice.

Many of the proposed legislative changes are enabling in nature and will require amendments to regulations under the Act, or the Aggregate Resources of Ontario Provincial Standards in order to implement them. Other changes, which are identified in Schedule 1, subsection 54(2) of the proposed bill, would only come into force at a later date (to be proclaimed by the Lieutenant Governor).

Should the bill pass, the ministry will move forward with public consultations on future proposed regulatory and policy changes under the revised Act.

#### **Purpose of Act:**

The purpose of Schedule 1 of the proposed amending Bill is to modernize and strengthen the Aggregate Resources Act to allow for stronger oversight, to enhance environmental accountability, to improve information and participation in the process, and to increase and equalize fees and royalties.

#### **Other Information:**

In Fall 2015, A Blueprint for Change: A proposal to modernize and strengthen the Aggregate Resources Act policy framework was posted to the Environmental Registry. The document outlined a series of proposed changes to modernize and strengthen the Aggregate Resources Act policy framework. See [www.ebr.gov.on.ca](http://www.ebr.gov.on.ca), ER posting number 012-5444 for more information.

#### **Public Consultation:**

This proposal has been posted for a 60 day public review and comment period starting October 06, 2016. If you have any questions, or would like to submit your comments, please do so by December 05, 2016 to the individual listed under "Contact". Additionally, you may submit your comments on-line.

All comments received prior to December 05, 2016 will be considered as part of the decision-making process by the Ministry if they are submitted in writing or electronically using the form provided in this notice and reference EBR Registry number 012-8443.

Please Note: All comments and submissions received will become part of the public record. Comments received as part of the public participation process for this proposal will be considered by the decision maker for this proposal.

Your personal information may be used in the decision making process on this proposal and it may be used to contact you if clarification of your comment is required. It may be shared (along with your comment) with other Ontario Ministries for use in the decision making process. Questions about this collection should be directed to the contact mentioned on the Proposal Notice page.

### **Other Public Consultation Opportunities:**

A copy of the proposed legislation is available on the website identified at the bottom of this Notice.

Comments should be directed to the following Contact Person: Hal Leadlay, Coordinator - Resource Development Section

All comments will be considered a part of the decision-making by the Ministry if they:

- a. Are submitted in writing
- b. Reference the EBR Registry number, and
- c. Are received by the Contact person within the specified comment period.

In addition to this EBR posting, comments can be submitted electronically to: [ARAreview@ontario.ca](mailto:ARAreview@ontario.ca)

Please Note: No acknowledgement or individual response will be provided to those who comment. All comments and submissions received will become part of the public record.

Legislation Assembly of Ontario website (for proposed act): [www.ontla.on.ca](http://www.ontla.on.ca)



October 5, 2016

To the Head & Members of Council:

Pursuant to Policy B-008 of the Ontario Good Roads Association, the Nominating Committee shall report to the Annual Conference its nominations for 12 directors. The following members of the Board will automatically serve on the 2017-2018 Board of Directors in the following capacity:

President	Ken Lauppé, Manager, Road Operations - East, Planning & Infrastructure Services, City of Brampton
1 <sup>st</sup> Vice-President	Luc Duval, Director of Public Works & Engineering, City of Timmins
Immediate Past President	Robert Burlie, Manager of Road Operations, Etobicoke/York District, City of Toronto

Those nominated by the Nominating Committee shall be selected from OGRA's municipal or First Nations membership pursuant to the requirements for geographic representation contained in Section 12 of the Constitution, and so far as possible meeting the criteria established in Policy B-008. A full copy of the Constitution can be viewed on the OGRA web-site:

[OGRA Constitution](#)

The following incumbent Directors have put their name forward wishing to continue to represent their respective Zones:

**North (3 to be elected)**

Rick Harms  
Project Engineer  
City of Thunder Bay

**Southwest (3 to be elected)**

Andy Bruziewicz,  
Councillor  
City of Sarnia

Virginia Ridley,  
Councillor  
City of London

Chris Traini,  
County Engineer  
County of Middlesex

**South Central (2 to be elected)**

Bryan Lewis,  
Councillor  
Town of Halton Hills

John McKean,  
Mayor  
Town of the Blue Mountains

**Southeast (3 to be elected)**

Dave Burton,  
Reeve  
Municipality of Highlands East

Rick Kester,  
CAO  
City of Belleville

Michael Touw  
Director of Public Works  
Township of Leeds and the Thousand  
Islands

**Toronto (1 to be elected)**

Paul Ainslie  
Councillor  
City of Toronto

Two vacancies exist in the **Northern Zone**.

The Northern Zone consists of the municipalities in the Districts of Algoma, Cochrane, Kenora, Manitoulin Island, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming; municipalities in and including the District of Muskoka and the City of Greater Sudbury.

The Southwest Zone consists of the municipalities in and including the Counties of Brant, Bruce, Elgin, Essex, Haldimand, Huron, Lambton, Middlesex, Norfolk, Oxford, and Perth, the municipality of Chatham-Kent, and municipalities in and including the Regional Municipality of Waterloo.

The South Central Zone consists of the municipalities in and including the Counties of Dufferin, Grey, Simcoe, and Wellington, and municipalities in and including the Regional Municipalities of Durham, Halton, Niagara, Peel and York, and the City of Hamilton.

The South East Zone consists of municipalities in and including the Counties of Frontenac, Haliburton, Hastings, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Peterborough, Prescott and Russell, Prince Edward, Renfrew, and Stormont, Dundas and Glengarry, and the Cities of Kawartha Lakes and Ottawa.

Any member of Council or a permanent full time staff from an OGRA member municipality or First Nations interested in being considered as a candidate for a position on the Board of Directors must complete the attached Nomination Consent form and submit it along with their résumé to the attention of the Chair of the Nominating Committee by no later than November 11, 2016. Fax your information to 289-291-6477, e-mail to [info@ogra.org](mailto:info@ogra.org) or mail to OGRA, 1525 Cornwall Road, Unit 22, Oakville, Ontario L6J 0B2



The Nominating Committee will meet in November to recommend a slate of Directors to the membership. The members of the Committee are:

Chair: Rick Champagne, Immediate Past President  
Vice Chair: Tom Bateman, Past President  
Members: Bryan Lewis, OGRA Director  
John McKean, OGRA Director  
Virginia Ridley, OGRA Director

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at [joe@ogra.org](mailto:joe@ogra.org).

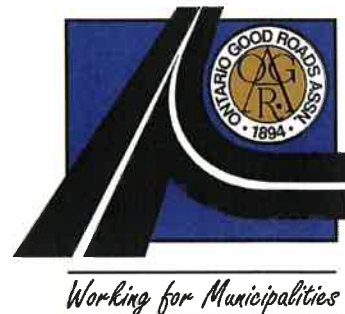
Yours truly,

A handwritten signature in cursive script, enclosed in a hand-drawn oval. The signature appears to read "Joe Tiernay".

J. W. Tiernay,  
Executive Director

c: Rick Champagne, Chair, Nominating Committee

Ontario Good Roads Association  
Board of Directors  
Nomination and Consent Form



We hereby nominate the following to the Board of Directors of the Ontario Good Roads Association for the 2017/18 term of office:

Name of Candidate

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Municipality: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

(Candidates must be nominated by two eligible members of OGRA. A resolution of Council is acceptable but not mandatory)

## Candidate Consent

The candidate nominated above must sign below indicating they consent to the Nomination and agree to let their name stand for office.

I, \_\_\_\_\_ hereby consent to the Nomination  
(Name of Candidate)  
to the Board of Directors of the Ontario Good Roads Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Submit completed form and candidate's résumé by fax or e-mail to the attention of Rick Champagne, Chair, OGRA Nominating Committee  
Fax: 289-291-6477  
E-mail: [info@ogra.org](mailto:info@ogra.org)

October 4, 2016

Council of the Municipality of Grey Highlands passed the following resolution at their meeting of October 3, 2016:

**16-692**

**Mokriy - Halliday**

**Whereas the current Accommodation Review process is not reflective of the reality of rural school and community life; and**


**Whereas school closures impact single-school small rural communities in all educational, social and economic aspects to a far greater degree than those impacts in multi-school urban communities;**

**Be it resolved, That the Municipality of Grey Highlands requests the Minister of Education initiate an immediate moratorium on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities be studied, completed and the results and recommendations be considered; and**

**That this resolution be circulated to Premier Kathleen Wynne, MPP Bill Walker, Minister of Infrastructure, Bluewater District School Board, Bruce-Grey Catholic District School Board, Community School Alliance, County of Grey, County of Bruce, People for Education, and all municipalities in Ontario.**

CARRIED.

CERTIFIED TO BE A TRUE COPY



Debbie Robertson  
Chief Administrative Officer(Acting)/Municipal Clerk  
Director Council and Legislative Services

**TOWNSHIP OF WELLINGTON NORTH**  
**Regular Meeting of Council**

MOVED BY: \_\_\_\_\_ DATE: October 17, 2016

SECONDED BY: \_\_\_\_\_ RES. NO.: 2016-

**THAT the Council of the Corporation of the Township of Wellington North hereby urge local businesses to refrain from setting up Christmas displays prior November 12<sup>th</sup> to allow our community to fully show our reverence and respect for all of those that we remember on November 11<sup>th</sup>: Remembrance Day**

MAYOR \_\_\_\_\_

CARRIED

DEFEATED

<b>Recorded vote requested by:</b>		
<b>Member of Council</b>	<b>Yea</b>	<b>Nay</b>
Mayor Andrew Lennox		
Councillor Sherry Burke		
Councillor Lisa Hern		
Councillor Steve McCabe		
Councillor Dan Yake		
<b>Totals</b>		

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

**BY-LAW NUMBER 078-16**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SERVICES AGREEMENT BETWEEN THE ONTARIO CLEAN WATER AGENCY (OCWA) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.**

**WHEREAS** it is deemed necessary to enter into an agreement with OCWA with respect to the provision of services.

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

1. That the Corporation of the Township of Wellington North enter into a services agreement with Ontario Clean Water Agency 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 to execute the said to agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 17<sup>th</sup> DAY OF OCTOBER, 2016.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 078-16  
SCHEDULE "A"**

**SERVICES AGREEMENT**

**BETWEEN**

**ONTARIO CLEAN WATER AGENCY**

**A N D**

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

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**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 078-16  
SCHEDULE "A"**

**SERVICES AGREEMENT**

THIS AGREEMENT effective as of the First (1) day of January, 2017 (the "Effective Date"),

B E T W E E N

**ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX**, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

("OCWA")

A N D

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

(the "Client")

**RECITALS**

- (a) OCWA is in the business of providing management, operations and maintenance services for wastewater facilities.
- (b) The Client is the owner of the Mount Forest Wastewater Treatment Plant and the Arthur Wastewater Treatment Plant more particularly described in Schedule A (the "Facility").
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facility in accordance with the provisions of this agreement (the "Agreement").
- (d) The Client and OCWA (collectively, the "Parties" and each a "Party") are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facility.
- (e) The Council of the Client on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ passed By-Law No. \_\_\_\_\_ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

## **ARTICLE 1 - INTERPRETATION**

### **Section 1.1 - Definitions**

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

## **ARTICLE 2 - RESPONSIBILITIES OF OCWA**

### **Section 2.1 - Retention of OCWA**

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facility (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

### **Section 2.2 - Performance of Services**

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
  - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Sections 4.4 and 4.5 herein;
  - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
  - (iii) failure of any equipment at the Facility, unless the failure is due to OCWA’s negligence;
  - (iv) the wastewater transmitted to the Facility for treatment does not meet the requirements of the Client’s sewer use by-law or any Environmental Law;
  - (v) the wastewater transmitted to the Facility for treatment contains contaminants or other substances which cannot be treated or removed by the Facility’s treatment processes;
  - (vi) the quantity or quality of wastewater transmitted to the Facility exceeds the Facility’s design or operating capacity.
  - (vii) operational upset conditions caused by the acceptance of septage or leachate;]

- (viii) unavailability of approved lands for application of sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an “Uncontrollable Circumstance”), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA’s primary concern will be to use all reasonable efforts to maintain the Facility in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client’s prior approval. Should such a situation arise, OCWA will advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

### **Section 2.3 - OCWA as Independent Contractor**

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

### **Section 2.4 - Authorized Representatives**

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

### **Section 2.5 - Indemnification of the Client**

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by,

accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facility which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.

- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

### **Section 2.6 - Waiver of Consequential Damages**

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

### **Section 2.7 - Insurance**

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or a price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facility. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to

the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.

- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

### **ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT**

#### **Section 3.1 - Obligations of the Client**

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facility, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facility, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facility under Applicable Laws, including without limitation its responsibilities under the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40. (the "OWRA") and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facility which would affect OCWA's ability to operate the Facility in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facility is in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facility. The Client

acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OSHA and its regulations and to notify OCWA of the location of any designated substances in the Facility.

### **Section 3.2 - Covenants of the Client**

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.8.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facility which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facility, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facility.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facility.
- (e) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (f) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facility complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (g) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

### **Section 3.3 - Exoneration and Indemnification of OCWA**

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the “Indemnified Parties”) from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client’s negligence or willful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA’s directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
  - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
  - (ii) to the extent that such Claim is caused solely by OCWA’s negligence or wilful misconduct in providing the Services.

#### **ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES**

##### **Section 4.1 - Initial Term of Agreement**

This Agreement shall start on the Effective Date January 1, 2017 and shall continue in effect for an initial term of three (3)-years, ending on December 31, 2019 (the “Initial Term”) and then may be renewed for successive three (3)-year terms (each a “Renewal Term”) subject to mutual agreement between the Parties, subject to Section 6.1 of this Agreement.

##### **Section 4.2 - Operations Estimate**

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

**Section 4.3 - Payment of the Estimate**

The Client shall pay OCWA the annual Estimate for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2017. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

**Section 4.4 - Major Maintenance Expenditures**

- (a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facility that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than September 1st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling four (4)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facility. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "J", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

**Section 4.5 - Capital Projects**

- (a) "Capital Projects" means changes and improvements to the Facility which include the installation of new technology, improvements to the efficiency, performance and operation of the Facility, replacement of major pieces of equipment, structural modifications to the Facility and the construction and commissioning of new Facilities.
- (b) No later than September 1st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling four (4)-year recommendations for Capital Projects required for the long term operation of the Facility.
- (c) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.



#### **Section 4.6 - Unexpected Expenses**

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client should pay the invoice within thirty (30) days of the date of the invoice.

#### **Section 4.7 - Interest on Late Payments**

- (a) **Monthly Payment of Estimate and Management Fee.** If the Client’s monthly payment of the Estimate and Management Fee are not available in its designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.7(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

#### **Section 4.8 - Partial Payment of Disputed Invoices**

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with section 4.8(a).

**Section 4.10 - Optional Services**

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

**Section 4.11 - Changes to the Agreement**

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
  - (i) the new services to be provided;
  - (ii) fees for the services provided under the Change Order;
  - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
  - (iv) the extent of any adjustments to the Estimate, if any; and
  - (v) all other effects that the change has on the provisions of this Agreement.

**ARTICLE 5 - DISPUTE RESOLUTION****Section 5.1 - Mediation**

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

## **ARTICLE 6 - TERMINATION**

### **Section 6.1 - Termination of Agreement**

- (a) At least nine (9) months before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew. No later than eighteen (18) months prior to the expiry of the Current Term, OCWA shall provide a written reminder to the Client of its nine (9) months' notice requirement.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
  - (i) there has been a material breach of the Agreement;
  - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
  - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (d) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

### **Section 6.2 - Early Termination**

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

### **Section 6.4 - Final Settlement**

If OCWA ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Estimate and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement including, but not limited to the outstanding accounts, if any, owed to OCWA, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

### **Section 6.5 - Transfer of Operations**

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log book for the Facility.
- (b) The original operations manual(s) that were provided by the Client to OCWA at the commencement of the Services as well as any modifications or changes to the manuals that reflect the actual or revised approach to operating the Facilities with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facility.
- (d) Maintenance and repair records of equipment at the Facility in electronic format.

### **Section 6.6 - Restrictions on Recruitment of OCWA's Employees**

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facility, unless mutually agreed to in writing by the Client and OCWA.

## **ARTICLE 7 - GENERAL**

### **Section 7.1 - Ownership of Technology**

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facility does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology or other similar technology in respect of the Facility as part of the Estimate.

### **Section 7.2 - Agreement to Govern**

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body shall govern.

### **Section 7.3 - Entire Agreement**

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings,

undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

#### **Section 7.4 - Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

#### **Section 7.5 - Successors and Assigns**

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

#### **Section 7.6 - Survival**

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

#### **Section 7.7 - Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

#### **Section 7.8 - Notices**

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

- |      |                   |   |
|------|-------------------|---|
| (i)  | if to the Client: | Township of Wellington North<br>7490 Side road 7 W., P.O. Box 125<br>Kenilworth, Ontario<br>N0G 2E0<br>Telephone: 519-848-3620<br>Fax: 519-848-3228<br>Attention: CAO |
| (ii) | if to OCWA:       | Georgian Highlands Office<br>136 Main Street, East<br>Shelburne, On   |

L9V 3K5  
Telephone: 519-925-1938  
Fax: 519-925-0322  
Attention: Operations Manager

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

### **Section 7.9 - Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

### **Section 7.10 - Freedom of Information**

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

**Section 7.11 - Confidentiality and Security**

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

**ONTARIO CLEAN WATER AGENCY**

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

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

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

## **SCHEDULE A - The Facility**

### **Part 1. Description of the Facility**

For the purposes of this Agreement, the Facility is comprised of the following:

1. Arthur Wastewater System

The Arthur Water Pollution Control Plant began operating in its present configuration in January 1991.

The plant is an extended aeration facility, with grit channels and parshall flume, comminutor and two aeration tanks. Phosphorus removal by continuous alum feed, one final clarifier and effluent filter system for tertiary treatment. Ultraviolet radiation is used for disinfection of final effluent. Three former waste stabilization lagoons have been modified to act as effluent holding ponds. Discharge is withheld from the receiving water (Conestoga River) during summer months due to low flow conditions, thus plant effluent is discharged to the holding ponds during this time.

The facility receives residential, commercial and industrial wastewater and provides a level of treatment to meet the "Certificate of Approval" issued to the plant for discharging into the Conestoga River.

Sludge is digested aerobically. The six storage tanks/digesters provide a maximum of 18 to 20 weeks storage (this includes primary and secondary digester capacity). Sludge loading facilities provide for transfer of digested aerobic sludge to trucks. Digested sludge is land-applied as farm fertilizer.

2. Mount Forest Wastewater System

In November 2008, the Mount Forest Water Pollution Control Plant began operating. The plant consists of a raw water pumping station, which used to be the old sewage treatment plant. This flow now enters the new Influent Works building which contains a vertical bar screen, a washer screw compactor, a circular grit chamber complete with grit extraction equipment and blowers, and a grit dewatering screw all sized to accommodate the hydraulic peak flow rate of 15,000 m<sup>3</sup>/d. This conventional wastewater plant uses diffused air supplied by two aeration blowers to supply its two (2) aeration tanks and supplements its phosphorous removal using alum. The plant applies its coagulant aid prior to its two square final clarifiers which are fitted with sludge removal scrapers.

Two final effluent single media filters including traveling backwash mechanism and return of backwash to the head of the aeration tanks follow the final clarifiers. The effluent then flows through the ultraviolet disinfection system which consists of two banks, one duty and one standby, with each bank sized for the Peak Flow Rate. The plant is designed to remove suspended solids, BOD<sub>5</sub>, and phosphorus from the wastewater. Chlorination of bypasses which are metered is done through a manual sodium hypochlorite drip into the existing chlorine contact chamber at the Raw Sewage Pumping Station.



The sludge digestion and storage is located at the new site, and receives sludge from the Arthur and Mount Forest Wastewater Treatment Plans. Sludge treatment system consists of a three stage aerobic sludge digestion system with a total storage volume of 1,987m<sup>3</sup>, equipped with coarse bubble diffusers, submersible mixers and supernatant decanting.

**Part 2. Street Address of the Facility**

The street address of the Facility is as follows:

Arthur Wastewater Facility – 160 Preston Street, Arthur

Frederick Sewage Pumping Station – 176 Frederick Street, Arthur

Wells Sewage Pumping Station – 60 Wells Street West, Arthur

Arthur Effluent Storage Lagoons – 491 Eliza Street, Arthur

Mount Forest Wastewater Facility – 651 Cork Street, Mount Forest

Cork St. Sewage Pumping Station – 407 Cork Street, Mount Forest

Perth St. Sewage Pumping Station – 359 Perth Street, Mount Forest

Durham St. Sewage Pumping Station – 191 Durham Street, Mount Forest

North Water Sewage Pumping Station – 300 North Water Street, Mount Forest

## **SCHEDULE B - Definitions**

In this Agreement, the following terms are defined below or in the section in which they first appear:

**“Actual Charges”** is defined in Section 2 under Schedule D of this Agreement.

**“Agreement”** means this agreement together with Schedules A, B, C, D, E, F, G, H, I and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

**“Applicable Laws”** means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

**“Approved Major Maintenance Expenditures”** is defined in Paragraph 4.4(b) of this Agreement.

**“Authorizations”** means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.

**“Authorized Representative(s)”** is defined in Section 2.4 of this Agreement.

**“Business Days”** means a day other than a Saturday, Sunday or statutory holiday in Ontario.

**“Business Hours”** means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

**“Capital Projects”** is defined in Paragraph 4.5(a) of this Agreement.

**“Change in Applicable Laws”** means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

**“Change Order”** means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both Parties.

**“Claim”** means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

**“CPI Adjustment”** means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2016, is the CPI of September 2015 divided by the CPI of September 2014.

**“Current Term”** is defined in Paragraph 4(c) under Schedule D of this Agreement.

**“Crown”** means Her Majesty the Queen in Right of Ontario.

**“Effective Date”** is defined on Page 1 of this Agreement.

**“Environmental Laws”** means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of wastewater treatment facilities.

**“ESA”** means the Electrical Safety Authority.

**“Estimate”** is defined in Section 1 under Schedule D of this Agreement.

**“Facility”** is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

**“Indemnification Process”** means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

**“Indemnified Parties”** is defined in Paragraph 3.3(a) of this Agreement.

**“Indemnifying Party”** means the Party responsible for dealing with any Claims and paying out any Claims.

**“Initial Term”** is defined in Section 4.1 of this Agreement.

“**Insurance**” is defined in Paragraph 2.7(a) and further described in Schedule E.

“**Intellectual Property Rights**” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“**Major Maintenance Expenditures**” is defined in Paragraph 4.4(a) of this Agreement

“**Management Fee**” is defined in Paragraph 4(a) under Schedule D of this Agreement.

“**MOECC**” means the (Ontario) Ministry of the Environment and Climate Change.

“**MOL**” means the (Ontario) Ministry of Labour.

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Optional Services**” means any services not included in the Estimate that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.11.

“**Outpost 5**” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“**Overall Responsible Operator**” means the person who will act as the overall responsible operator pursuant to Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act*, R.S.O. 1990 (“OWRA”) in respect of the Facility.

“**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40.

“**Parties**” is defined in Paragraph (d) of the Recitals to the Agreement.

“**PDM**” or “**Process Data Management**” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“**Pre-existing Condition**” is defined in Section 2.5 of this Agreement.

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“**Routine Maintenance**” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventive maintenance.

“**SCADA**” means Supervisory Control and Data Acquisition.

**“Service Fee”** is defined and described in Schedule D.

**“Services”** is defined in Section 2.1 of this Agreement.

**“Technology”** is defined in Section 7.1 of this Agreement.

**“Uncontrollable Circumstance”** is defined in Paragraph 2.2(c) of this Agreement.

**“Unexpected Expenses”** is defined in Paragraph 4.6(a) of this Agreement.

**“Utility Costs”** means the costs of natural gas used in the operation of the Facility.

**“WMMS”** or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

**“Year”** means the three hundred and sixty-five (365) day period from January 1 to December 31 of the calendar year.

## **SCHEDULE C - The Services**

### **A – Services for Wastewater Treatment System**

#### **Part 1 – Services included in the Estimate**

OCWA will provide the following services:

##### 1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities familiar with the operation of the Facilities.

##### 2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

##### 3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

#### 4. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

#### 5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

#### 6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

#### 7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) OCWA to provide annually asset management records for the previous year;
- (c) as required provide a schedule in advance of pre-approved vacation or leave by operations staff assigned to the facilities;
- (d) wastewater operator shall complete the following in-house lab analysis two (2) or three (3) times a week between Monday and Friday;
  - a. Grab sample raw sewage for Total Suspended Solids;
  - b. Grab sample aeration tanks for Total Suspended Solids ;
  - c. Grab sample of process liquid immediately after clarifier for Total Suspended Solids of grab sample;
  - d. Grab sample of final effluent for Total Suspended solids.
- (e) make best efforts to have the Municipally owned sludge storage facility empty by November 30 of each calendar year in the most efficient, cost effective manner;
- (f) ensure General liability and WSIB insurance documentation is filed for each contractor who works within the Facilities and provided to the Township at their request;

- (g) comply with the Clients procurement policies;
- (h) provide cover letter as attached to Annual Report confirming status of the previous year's operations;
- (i) complete contingency plans for all major equipment and process breakdown within two years of agreement Effective date, copies to be located in the Facilities;
- (j) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (k) provide mobile communications services.

#### 8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
  - (i) visual inspection of all equipment and Facilities insofar as can be observed while these are in service;
  - (ii) instrumentation cleaning, verification of calibration by third party contractors
  - (iii) sampling and/or on-site analysis;
  - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
  - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
  - (vi) coordination of chemical supply with chemical vendors;
  - (vii) checks and response to alarms during Business Hours;
  - (viii) inspection of process control equipment to ensure proper operation of ;
  - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
  - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
  - (xi) calculation, recording and analysis of the amount of wastewater treated; daily flows/monthly flows;
  - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
  - (xiii) monitor and adjust dosages of process chemicals;
  - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;



- (xv) before September 1<sup>st</sup> (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
  - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
  - (xvii) removal of grit and screening;
  - (xviii) clean valve chambers and exercise valves;
  - (xix) coordination and removal of biosolids, haulage and disposal from the Facilities in accordance with applicable MOECC Guidelines for sludge disposal;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
  - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
  - (d) verify or calibrate equipment, as required by regulations;

9. Client Reporting

OCWA shall provide the following reports to the Client:

- (a) a process and compliance report, within thirty (30) days of the completion of each month or such other period as the Client and OCWA may agree upon;
- (b) a summarized financial report, in the format provided in Schedule G, on a quarterly basis indicating expenditures to date and funds remaining;
- (c) an annual financial report, in the format provided in Schedule G;
- (d) quarterly meeting to discuss operations and plans to make continuous improvement.

## **B - Services for Wastewater Collection System**

### **Part 1 – Services**

OCWA will provide the following services:

#### 1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

#### 2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

#### 3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

#### 4. Initial Inventory

(a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;

(b) develop inventory of critical spares.

5. Change In Laws

(a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

(a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;

(b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

(a) good housekeeping to maintain a safe work environment;

(b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;

(c) provide mobile communications services.

8. Routine Operations & Maintenance

(a) in providing routine operation of the Facilities, OCWA will conduct:

(i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;

(ii) verification of calibration;

(iii) checks and response to alarms during Business Hours;

(iv) inspection of process control equipment to ensure proper operation of;

(v) maintenance of daily on-site logs and records;

(vi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;

(vii) before September 1st (as per agreement 4.5(b)), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

- (viii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (ix) removal of grit and screening;
  
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
  
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
  
- (d) verify or calibrate equipment.

## **C - Services for Lagoon System**

### **Part 1 – Services**

OCWA will provide the following services:

#### 1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

#### 2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

#### 3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

#### 4. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

#### 5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

#### 6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

#### 7. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
  - (i) inspection of process control equipment to ensure proper operation;
  - (ii) maintenance of daily on-site logs and records, bypass reports and routine checklists as required by Applicable Laws;
  - (iii) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
  - (iv) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;
  - (v) recording and analysis of flows;
  - (vi) batch dosing with boat and seasonal discharges, if required;
  - (vii) before September 1<sup>st</sup> (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
  - (viii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
  - (ix) clean valve chambers and exercise valves.

- (b) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (c) verify or calibrate equipment.

## **SCHEDULE D - The Estimate And Other Charges**

### **1. Operations Estimate**

No later than September 30st of each year of the Initial Term or any Renewal Term, OCWA shall prepare and submit to the Client, for its approval, an estimate of the charges associated with the provision of the operational and maintenance Services for the following calendar year. The Client will inform OCWA no later than December 1<sup>st</sup> whether the estimate is approved or not approved (the approved estimate is referred to as the "Estimate"). If the Client does not provide OCWA with its decision regarding approval by the December 1<sup>st</sup> date, the Estimate shall be deemed approved. The Estimate shall be OCWA's authorization to incur the expenditures in the Estimate. The Estimate for the first year of the Initial Term is \$399,960.

### **2. Reconciliation of the Estimate and Actual Charges**

At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year (the "Actual Charges") which, as indicated in Paragraph 2.7(a), may include an increase in premium for the Insurance. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

### **3. Other Charges**

The Estimate, as reconciled with the Actual Charges, includes all charges associated with providing the Services, except for the following:

- (a) OCWA's Management Fee (as described in Section 4 of Schedule D below);
- (b) Capital Projects (as described in Section 4.5);
- (c) Unexpected Expenses (as described in Section 4.6);
- (d) charges for any Optional Services that are provided by OCWA to the Client (as described in Section 5 of this Schedule D);

### **4. Management Fee**

- (a) In addition to payment of the Estimate, as reconciled, with the Actual Charges, the Client shall also pay OCWA an annual management fee (the "Management Fee") to provide the management Services, which shall be \$ 45,905 for the first year of the Initial Term ("Year One"). The Management Fee shall be paid by the Client in twelve (12) equal monthly instalments at the same time and in the same manner as the Estimate. The monthly payment of the Management Fee for Year One of the Initial term shall be \$3,825.42.



- (b) For the second year (“Year Two”) and subsequent years of the Initial term, the annual Management Fee shall be \$45,905 plus an Adjustment for CPI.
- (c) The Management Fee in any Renewal Term shall be as agreed by the Client and OCWA. If the Client and OCWA cannot reach an agreement on the Estimate and Management Fee for any Renewal Term within six (6) months of the beginning of the last year of the current term (whether the Initial Term or a Renewal Term) (the “Current term”), this Agreement will be terminated one year from the last day of the Current Term. The Parties shall treat this final year in the same manner as if the Current term was extended an additional year.

## **5. Optional Services**

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, and (0800 to 1630) shall be billed at \$90.00/hour/person for an Operations Manager, Utility Plant Instrumentation Technician (UPIT), and Process Compliance Technician (PCT). , and \$65.00/hour/person for an operator or mechanic.
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician (PCT) , and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT), and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, ;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

## **6. Service Fee**

“**Service Fee**” means an additional fee of 8% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.

### **SCHEDULE E - Insurance**

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

#### **Property Insurance**

- Insured Perils:** All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.
- Policy Limits:**
- Replacement Value
  - Extra expenses
  - Expediting expenses
- Insurable Values:** Please report facilities' value based on Replacement Cost. (Subject to Annual Review by the Client)
- Deductibles:**
- Earthquake – 3% of the value of the property insured subject to a minimum of \$100,000.
- Flood – A flood deductible of 3% of the value of the property insured subject to a minimum amount of \$100,000 applies to locations in the 100-year flood zones.
- A flood deductible of 2% of the value of the property insured subject to a minimum amount of \$75,000 applies to locations in the 500-year flood zones.
- A flood deductible of \$50,000 applies to all other locations.
- Sewer Back-Up & Water Damage:** \$100,000
- All Other Losses:** \$10,000 for the Mount Wastewater Forest Facility and \$5,000 for the Arthur Wastewater Facility based on the insurable value of the Facilities at the time of execution of this Agreement (except earthquake, flood and sewer back-up).

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In

cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

**Property Insured:** Property of every kind and description as declared except as excluded under the "Property Excluded" section of the policy.

### **Boiler & Machinery Insurance**

**Coverage:** Sudden & Accidental Breakdown of a Pressure, Mechanical, and Electrical object including Production Machinery as defined under the policy. Coverage applies to the loss of the "Object" itself and for loss to other insured property directly damaged by the "Accident", except as excluded under the policy.

**Limit:** \$100,000,000 per Accident.

**Deductibles:** \$5,000 for Property Damage per Accident for the year 2014; subject to changes on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

### **Automobile Insurance**

**Coverage:** Automobile Liability for OCWA owned or leased vehicles.

**Limit:** \$5,000,000

### **Commercial General Liability Insurance**

**Coverage:** Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

**Limit:** \$5,000,000 per Occurrence.

**Deductible:** \$50,000 for the year 2015; subject to change on an annual basis.

**Contractor's Pollution Liability/Professional Liability Insurance**

**Coverage:** Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (60 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean-up costs for pollution conditions arising out of the performance of the services provided by OCWA.

**Limit:** \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

**Limit:** \$5,000,000 for Professional Liability Insurance

**Deductible:** \$100,000 for the year 2015; subject to change on an annual basis.

**SCHEDULE F - List of Pre-Existing Conditions**

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

- Arthur Wastewater Treatment Plant has initiated a class Environmental Assessment (EA) to examine options for increasing the capacity of the WWTP.
- At this time the annual average flow, exceeds the current rated capacity, due to population growth, influx and infiltration. As a result of the limited capacity of the Arthur WWTP during a major weather event or spring thaw, the Arthur WWTP bypasses.

## SCHEDULE G - Format for Financial Reporting



**Mount Forest WWT**  
Cost Plus Client Report  
For the Period of January 1, 2015 to December 31, 2015

Org. # : 5541  
Project # : WELNOM5541S-000  
Date :

	2014 Actuals	2015 Estimate	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D Budget	Y-T-D Actuals	Variance Favourable (Unfavourable)
<b>OPERATING CHARGES</b>									
Chemicals		19,000					19,000	0	19,000
Hydro		67					67	0	67
Salaries & Benefits		110,972					110,972	0	110,972
Services		37,971					37,971	0	37,971
Sludge Haulage		23,750					23,750	0	23,750
Supplies & Equipment		5,013					5,013	0	5,013
<b>TOTAL DIRECT COSTS</b>		<b>196,773</b>					<b>196,773</b>	<b>0</b>	<b>196,773</b>
Additional Maintenance Costs		0					0	0	-
Management Fee		23,825					23,825	0	23,825
<b>TOTAL OPERATING CHARGES</b>		<b>220,598</b>					<b>220,598</b>	<b>0</b>	<b>220,598</b>



**Arthur WWT**  
Cost Plus Client Report  
For the Period of January 1, 2015 to December 31, 2015

Org. # : 5767  
Project # : WELNOM5767S-000  
Date :

	2014 Actuals	2015 Estimate	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D Budget	Y-T-D Actuals	Variance Favourable (Unfavourable)
<b>OPERATING CHARGES</b>									
Chemicals		18,500					18,500		18,500
Hydro		64					64		64
Salaries & Benefits		104,993					104,993		104,993
Services		31,627					31,627		31,627
Sludge Haulage		17,510					17,510		17,510
Supplies & Equipment		4,728					4,728		4,728
<b>TOTAL DIRECT COSTS</b>		<b>177,422</b>					<b>177,422</b>		<b>177,422</b>
Additional Maintenance Costs		0					0		-
Management Fee		17,547					17,547		17,547
<b>TOTAL OPERATING CHARGES</b>		<b>194,969</b>					<b>194,969</b>		<b>194,969</b>

**SCHEDULE H - Change Order Form**



**Change Order Form**

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: Title:	Date (YYYY/MM/DD):	
Client	Per: _____ Name: Title:	Date (YYYY/MM/DD):	

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
	Adjustment to Estimate
	Change to Service
	Impact

Adjustment to Estimate	
Description – Attach Additional Documentation if Required	

Change in Services	
Description – Attach Additional Documentation if Required	





**SCHEDULE I - Expenditure Request and Approval to Proceed**



Hub Name  
 Hub Address  
 City, ON Code  
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

**PART 1**

<b>Facility Name:</b>			
<b>Project Name:</b>			
<b>Project Number:</b>		<b>Estimated Project Start Date:</b>	
<b>Total Estimated Cost of the Project:</b> \$		<b>Detailed Quote Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

*It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%*

**Type of Project:**

- Maintenance Project     
  Out of Scope Work     
  Contingency     
  Emergency  
 Health & Safety

**Description of Project or Expenditure:**

**Submission Prepared By:**

Name (Print)	Signature	Date
<i>Authorized Representative for the Ontario Clean Water Agency</i>		

**PART 2**

**Approval to Proceed:**

Approved   
  Declined   
  Deferred   
 Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

**Approved By:**

Name (Print)	Signature	Date
<i>Authorized Representative for the Municipality</i>		

**PART 3**

<b>OCWA Internal Use Only:</b>			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	



October 6, 2016

### In This Issue

- Province announces OMB Review Consultation.
- Ranked Ballot Elections regulations.
- Great Lakes Guardian Community Fund.
- Minimum Distance Separation (MDS) Update information session invite.
- Change-Challenge-Opportunity: Dec 2, 2016.
- Energy Now and Into the Future.
- New to municipal finance? We have an investment workshop for you.
- LAS announces natural gas price for 2016-17.
- Fire Prevention Week will be running from October 9-15, 2016.
- Tool to help manage excess soils released.

### Provincial Matters

The review will focus on ways to give more weight to local and provincial decisions, support alternative ways to settle disputes, bring fewer municipal and provincial decisions to the OMB, support clearer and predictable decision making, and make public participation more meaningful. Participate in the consultation by submitting comments [online](#) or attend [town hall meetings](#) being held across the province this fall. Consultation closes December 19, 2016

The Government of Ontario has [approved regulations](#) specifying how ranked ballot elections in municipalities are to be conducted including processes for consultation, information to the public and vote counting.

The [Great Lakes Guardians Community Fund](#) is accepting applications for projects to help restore the Great Lakes, rivers and streams in their watersheds. Up to \$25,000 per project is available. [Apply](#) by December 1, 2016.

The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) is providing the [attached invitation](#) to attend one of several upcoming information sessions for the revised Minimum Distance Separation (MDS) Document and accompanying AgriSuite software. MDS is a land use planning tool developed by OMAFRA with the objective of minimizing potential nuisance odour complaints associated with livestock facilities and anaerobic digesters.

### AMO, LAS and ROMA Events

Change-Challenge-Opportunity: the 2016 Ontario West Municipal Conference program is now online. Discover who will be on the main stage and what topics will be covered in the concurrent sessions today! [Click here](#) to learn more and to register online. See you at the Best Western Plus Lamplighter Inn on December 2, 2016.

Energy Now and Into the Future (November 3 and 4, Holiday Inn Toronto Airport). This robust two-day program brings local and international perspectives on topics such as distributed generation, building retrofits, Germany's renewable energy economy, and the economy of the future. [Check out](#) the full program and register today, space is limited to 150 municipal champions. Will you be one of them?

If you are new to municipal finance or just want a refresher on investments, plan to attend one of our [two remaining workshop sessions in Kingston or Peterborough](#). Learn about municipal investment rules and opportunities, and how investments can help with your future municipal infrastructure projects.

### **LAS**

LAS is pleased to announce the LAS Natural Gas Program commodity cost from November 1, 2016 - October 31, 2017 will be 12.9 ¢/m<sup>3</sup>, representing a commodity cost decrease of 13% over the current rate. [View the complete announcement](#) on the LAS website.

### **Municipal Wire\***

Fire Prevention Week was established in 1922 and this year's Fire Prevention Week campaign, "Don't Wait - Check the Date! Replace Smoke Alarms Every 10 Years," intends to better educate the public about the critical importance of knowing how old their smoke alarms are and the need to replace them every ten years. For more information on smoke alarms and this year's Fire Prevention Week campaign, "Don't Wait: Check the Date! Replace Smoke Alarms Every 10 Years", visit: [Fire Prevention Week](#).

Use the [Excess Soil By-Law interactive, online tool](#) to develop site alteration by-laws to effectively manage local excess soil issues.

### **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

### **AMO Contacts**

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

**From:** AMO Communications [<mailto:communicate@amo.on.ca>]  
**Sent:** October-04-16 12:47 PM  
**To:** Karren Wallace  
**Subject:** AMO POLICY UPDATE - ARBITRATED SETTLEMENT WITH THE OPPA

October 4, 2016

## **Arbitrated Settlement with the OPPA**

An arbitrated decision has been reached between the Government of Ontario and the Ontario Provincial Police Association (OPPA). Over three hundred small municipal governments across Ontario use the services of the OPP and this award will have significant budgetary impacts for these municipal governments against a backdrop of limited municipal revenues.

Although of no solace to those small municipal governments facing new fiscal impacts, the salary award is in line with the Toronto Police Service contract, which reduced the previous salary rate increases to less than 3%, which was generally the previous pattern. As fire services have been holding up the police sector as its comparator, it will be interesting to see where fire services land in the arbitration process.

The accumulated arbitrated wage settlement for the OPPA's increases, by calendar year, are as follows:

2015: 2.65% 2016: 1.95% 2017: 1.90% 2018: 1.75%.

For comparison, previous wage settlements for the OPPA were:

2011: 5.075% 2012: 0.0% 2013: 0.0% 2015: 8.55%.

The October 3<sup>rd</sup> arbitrated settlement, among other issues, also:

- Delays salary progression from 4<sup>th</sup> to 1<sup>st</sup> class officers by two months (with a cumulative impact);
- Provides for posting renewal incentives, (up to \$30,039 for 4 years);
- Eliminates pay in lieu of vacation;
- Reduces overtime banking for civilian employees (from 100 to 40 hours); and
- New employees (effective January 1, 2017) will not be entitled to termination pay.

The settlement also provides for the establishment of a committee to examine shift scheduling. Shift scheduling had been identified by the Auditor General in multiple reports, as a key opportunity for efficiency improvements of up to \$10 million. It remains to be determined whether the shift scheduling committee will deliver any service efficiencies. Other service efficiencies identified in the Auditor General's value-for-money audit of 2012 include updating the staff deployment model to better balance workloads between detachments; assigning more corporate service functions to civilians, and improving the management of overtime costs.

## **Billing**

On September 8th, the OPP wrote to municipalities advising of the salary rate estimates upon which 2017 Annual Billing Statements would be made. Those estimated rate increases for 2015 to 2017 were:

2015: 1.50% 2016: 2.64% 2017: 2.54%.

In addition, the OPP advised estimate to actual cost reconciliation for 2015 and 2016 would not be completed until the 2018 Annual Billing Statement. In other words, if municipalities were billed more than originally estimated in 2015, it could take three years for that difference to be reconciled. In addition, the differences between the arbitrated settlement and the estimated future increases also needs to be reconciled. AMO will be pursuing this rather one-sided accounting and billing system. Service systems should be much more responsive.

**Contact:** Matthew Wilson, Senior Advisor, [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca) or 416-971-9856 Ext.323.

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**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#).



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

**BY-LAW NUMBER 079-16**

**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 17, 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 17, 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 17TH DAY OF OCTOBER, 2016.**

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**ANDREW LENNOX  
MAYOR**

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**KARREN WALLACE  
CLERK**

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Thursday, October 20, 2016	Cultural Roundtable	12:00 p.m.
Monday, October 24, 2016	Administration and Finance Committee	4:30 p.m.
Wednesday, October 26, 2016	Joint Economic Development Committee	3:00 p.m.
Monday, November 7, 2016	Regular Council Meeting	7:00 p.m.
Wednesday, November 16, 2016	Economic Development Committee	4:30 p.m.
Thursday, November 17, 2016	Cultural Roundtable	12:00 p.m.
Monday, November 21, 2016	Regular Council Meeting	7:00 p.m.

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

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427  
 - Kitchener location – 1-855-656-3748  
 TTY: 1-877-843-0368**

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