



# Township of Wellington North

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

## Regular Meeting of Council

Monday, December 15, 2014

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

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<b><u>PASSING AND ACCEPTANCE OF AGENDA</u></b>	
<b><u>DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF</u></b>	
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# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

**Monday, November 10, 2014**

The Public Meeting was held Monday, November 10, 2014 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider a Zoning Amendment application.

**Present:**

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

**Also Present:**

**C.A.O./Clerk: Michael Givens**  
**Deputy Clerk: Catherine More**  
**Executive Assistant: Cathy Conrad**  
**Chief Building Official: Darren Jones**  
**Manager of Planning and Environment: Mark Van Patter**  
**Treasurer: Paul Dowber**

**Mayor Tout called the meeting to order. (7:04 p.m.)**

**Declaration of Pecuniary Interest:**

None declared.

**Owner/Applicant: Mildred Francis**

**Location of the Subject Land**

The property subject to the proposed amendment is described as Lot 3, Concession WOSR, Geographic Township of Arthur, with a municipal address of 913 Bentley Street. The property is approximately 25 acres, and is part of a larger 89.78 acre holding.

**The Purpose and Effect of the Application** is to recognize an existing barn situated in the Agricultural (A-1) zone. New livestock facilities are not permitted in the A-1 zone, which serves as a buffer around urban centres such as Mount Forest. Potential impacts on neighbouring properties, and mitigation if necessary, will also be considered.

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

**Monday, November 10, 2014**

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Please note – Section 34 (12) of the Planning Act.

(12) Information. – At a meeting under subsection (12), the council shall ensure that information is made available to the public regarding the power of the Municipal Board under subsection (14.1) to dismiss an appeal if an appellant has not provided the council with oral submissions at a public meeting or written submissions before a By-law is passed.

1. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on September 5, 2014.

2. Presentations by:

Mark Van Patter, Manager of Planning and Environment, dated November 4, 2014 reviewed his comments dated November 4, 2014.

A building permit for the Francis barn was issued in error in 2011. The Agricultural Exception (A-1) zone that it is located in does not permit new livestock facilities. The Francis barn more than meets the required setback distances to all existing dwellings in the area. However, the barn does not fully meet the Minimum Distance Separation (MDS 2) to the Mount Forest urban area; it is 90% of the distance to the Commercial and Residential land use designations in the Official Plan. A draft plan of subdivision has been applied for by Avila for the urban area. Given the setback distance and prevailing winds, it is my opinion that there is little likelihood of nuisance odors affecting the urban area. Given the large inventory of residential land in Mount Forest, there is little likelihood that the urban area will need to expand southward for some time. MDS Guidelines provide for minor variances from livestock facilities. Mr. Van Patter characterized this barn to be of moderate size.

The property subject to the proposed amendment is described as Lot 3, Concession WOSR, Geographic Township of Arthur, with a municipal address of 913 Bentley Street. The property is approximately 25 acres, and is part of a larger 89.78 acre holding (lands west of the former rail line).



# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

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The purpose and effect of the application is to recognize an existing barn situated in the Agricultural (A-1) zone. New livestock facilities are not permitted in the A-1 zone, which serves as a buffer around urban centres such as Mount Forest. Potential impacts on neighbouring properties, and mitigation if necessary, will also be considered.

It appears that a 2011 building permit for the Francis barn was issued by the Township that did not comply with the zoning by-law. A livestock barn was subsequently constructed.

Section 2.3.3.3 of the Provincial Policy Statement requires Minimum Distance Separation (MDS) requirements to be met.

Under the Wellington County Official Plan the subject area is designated PRIME AGRICULTURE. Section 10.3.4 of the Official Plan implements the PPS and requires that MDS to be met. This is reiterated in Section 4.7.1 (b), Urban Area Protection.

Under the Wellington North Zoning By-law the subject area is zoned Agricultural Exception (A-1). This zone does not permit new livestock buildings.

The A-1 zone which is a buffer around urban centres does not permit new livestock facilities. As noted, the Francis barn was constructed contrary to the zoning. A site specific rezoning would be required to recognize and permit the existing barn.

MDS 2 calculations are undertaken for new livestock facilities. The barn constructed on the Francis property is 5,000 sq. ft. in size and is located in the central, southern area of the property. The barn is 154 ft. from the south boundary and 755 feet from the north boundary of the property. The barn houses 50 beef cows and 100 sheep. Chief Building Official, Darren Jones has calculated the MDS 2 distances.

Land Use	Required Barn Setback	Actual Barn Setback	Required Manure Setback	Actual Manure Setback
Type A Land Use	160 m.	299 m.	160 m.	287 m.
Type B Land Use	319 m.	266 m.	319 m.	266 m.
Nearest Lot Line	16 m.	47 m.	16 m.	38 m.

/4

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, November 10, 2014

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#### Type A - MDS 2 Implications

**Type A land uses are characterized by uses that have a lower density of human occupation, such as single residential dwellings and agriculturally related uses.**

Please refer to the air photo diagram on the next page. A separation of 160 metres is required from Type A lands uses (e.g. residential dwelling, Agricultural Commercial zoned lot). The closest neighbouring dwelling is Phares Martin, across Highway 6, at 299 metres.

The arc also crosses over the southeast corner of the Schellenberger property, which is approximately 12 acres in size. Current policy would not permit severance of the Schellenberger property. Even if policy were to allow for it in the future, the MDS would not have any significant impacts on a severance, as the MDS arc only affects a small corner of the property.

At the southeast corner of the Francis property, a vacant 2 acre lot is present zoned Agricultural Commercial and owned by Ross Scott Fuels. This would be a Type A land use given the zoning. While the MDS arc does cross over a sizeable portion of the property, the MDS 1 will not be applied when and if the parcel is developed, as per Section 6.17.1 of the Township's zoning by-law which states:

*"Notwithstanding, the above provisions shall not apply to lots existing as of the date of the passing of this By-law, which are less than 4 hectares (9.9 acres) in area."*

Section 4 of the MDS Implementation Guidelines (OMAFRA) states that in the case of existing lots, "MDS 2 applies to the lot lines". The calculations undertaken by Mr. Jones indicates that the Francis barn had to maintain a minimum distance of 16 metres to the agricultural commercial lot line. The actual distances are greater.

Mr. Van Patter put in a regulation in the draft zoning amendment, stating that the Francis barn shall not limit the location of buildings or structures on the Ross Scott Fuels property and the Schellenberger property. In my opinion, there are no MDS implications in terms of Type A land uses.

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

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#### Type B - MDS 2 Implications

**Type B land uses are characterized by uses that have a higher density of human occupation, such as urban areas, rural estate subdivisions, etc.**

It is Mr. Van Patter's understanding that the building official erred in 2011 when the Francis building permit was issued, by not considering the presence of a Type B use – Mt. Forest urban area. Therefore, appropriate relief should be considered in the current rezoning.

Mr. Jones in his 2014 calculation finds that a separation of 319 metres is required from Type B land uses (e.g. urban boundary). He also finds the actual barn setback is 266 m., which is the measurement from the barn to the northern boundary of the Francis property.

Avila Investments Ltd. recently redesignated land across Bentley Street to "Residential" and "Highway Commercial". They have also applied to the County for draft plan of subdivision (23T-13002).

Since the Residential and Highway Commercial areas in the Official Plan are on the north side of Bentley Street, it makes some sense to me to add 20 m. (width of Bentley Street road allowance), to the 266 m. distance to the Francis barn. Thus, we end up with an actual separation distance of 286 m., between the barn and urban uses. A setback of 286 m. is 90% of the required 319 m.

The Type B arc goes 33 metres into the Avila property. The eastern portion of the arc is on land proposed for Commercial development and the western portion for Residential development.

Section 46 of the MDS Guidelines (OMAFRA) states that: "*Minor variances to MDS 2 distances can be considered based on site specific circumstances. Circumstances that meet the intent, if not the precise distances of MDS 2, or mitigate environmental impacts, may warrant further consideration.*"

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, November 10, 2014

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In Mr. Van Patter's opinion, it is reasonable to provide relief from the MDS 2 deficiency for the following reasons:

- MDS 1 does not apply in urban centres from a zoning perspective. So, Avila will not be constrained by the barn in terms of getting building permits.
- Prevailing winds are to the southeast, away from the urban centre
- Mt. Forest has an oversupply of residential lands for the planning period, and expansion of Mt. Forest south of Bentley Street is very unlikely for some time
- The barn is able to meet a setback distance that is 90% of what is required
- We are dealing with an existing barn, where a permitting error was made
- Recognizing the Francis barn through rezoning will remedy the problem of zoning non-compliance for the owner, and the Township which inadvertently has issued the building permit

Mr. Van Patter has put a regulation in the draft zoning amendment, stating that the Francis barn shall not limit the location of buildings or structures on the Avila development.

3. Review of Correspondence received by the Township:

- John Morrissey, Corridor Manager, MTO
  - No objection.
- Valerie Lamont, Environmental Planning Technician (Acting), Saugeen Conservation
  - Amendment acceptable
- Elsa Mann, 947 Bentley Street, Mount Forest
  - No issues with structure being allowed

4. The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the By-law must submit a written request.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, November 10, 2014

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5. Mayor opens floor for any questions/comments.

The applicant was not present.

6. Comments/questions from Council.

None.

7. Adjournment 7:16 p.m.

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT the Public Meeting of November 10, 2014 be adjourned at 7:16 p.m.*

Carried

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C.A.O./CLERK

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MAYOR

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

**REGULAR MEETING OF COUNCIL**

**Monday, November 10, 2014**

**Following Public Meeting (7:17 p.m.)**

**Members Present:**

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

**Also Present:** Chief Administrative Officer/Clerk: Michael Givens  
Deputy Clerk: Catherine More  
Executive Assistant: Cathy Conrad  
Treasurer: Paul Dowber  
Chief Building Official: Darren Jones

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

A. **CALLING THE MEETING TO ORDER**

Mayor Tout called the meeting to order.

B. **SINGING OF O' CANADA**

C. **PASSING AND ACCEPTANCE OF AGENDA**

**Moved by:** Councillor Lennox

**Seconded by:** Councillor Yake

*THAT the Agenda for the November 10, 2014 Regular Meeting of Council be accepted and passed.*

Resolution Number: 1

**Carried**

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

None.

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

**REGULAR MEETING OF COUNCIL**

**Monday, November 10, 2014**

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**E. MINUTES**

1. Regular Meeting of Council, October 20, 2014

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

*THAT the minutes of the Regular Meeting of Council held on October 20, 2014 be adopted as circulated.*

**Resolution Number: 2**

**Carried**

**F. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS**

None.

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

1. Wellington North Fire Service
  - Communiqué, #011, Thursday, October 23, 2014

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

*THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Communiqué #011 dated October 23, 2014.*

**Resolution Number: 3**

**Carried**

THE CORPORATION OF THE  
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REGULAR MEETING OF COUNCIL

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G. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND  
RECOMMENDATIONS (Continued)

2. Report from Darren Jones, Chief Building Official
- Building Permit Monthly Review Period Ending September 30, 2014
  - Building Permit Monthly Review Period Ending October 31, 2014

Moved by: Councillor Lennox  
Seconded by: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive the Building Permit Monthly Review for the period ending September 30, 2014 and October 31, 2014.*

Resolution Number: 4

Carried

3. Report from Paul Dowber, Treasurer
- Treasurer's Report TR2014-11 Award of RFP WN2014-04 for Water & Wastewater Rate Review Study

Moved by: Councillor Lennox  
Seconded by: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive report TR2014-11 in regards to RFP WN2014-04 Water and Sewer Rate Study;*

*AND FURTHER THAT the Council of the Township of Wellington North Award RFP WN2014-04 to Watson & Associates at a cost to the Township of \$27,576.96 between 2014 and 2015;*

*AND FURTHER THAT this study be funded from the Water and Wastewater Consulting/Engineering operating budget lines and the Water and Wastewater Discretionary Reserves between 2014 and 2015.*

Resolution Number: 5

Carried



**THE CORPORATION OF THE  
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**G. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND  
RECOMMENDATIONS (Continued)**

4. Report from Michael Givens, CAO  
- CAO 2014-26 Severe Weather/Power Outage Policy

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

*THAT the Council of the Corporation of the Township of Wellington North receive for information CAO Report 2014-26;*

*AND FURTHER THAT the Council approve the Severe Weather/Power Outage Policy as presented;*

*AND FURTHER THAT the Severe Weather/Power Outage Policy will be included as part of the Township of Wellington North Personnel Policy and Guidelines replacing Policy Number: 25.*

**Resolution Number: 6 Carried**

5. Cheque Distribution Report dated November 5, 2014

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

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated November 5, 2014.*

**Resolution Number: 7 Carried**

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

**REGULAR MEETING OF COUNCIL**

**Monday, November 10, 2014**

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**H. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION**

1. Mount Forest Pentecostal Church  
Re: Request for permission to serve hot chocolate at the Mount Forest Santa Claus Parade

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT the Council of the Corporation of the Township of Wellington North approve the request from the Mount Forest Pentecostal Church to serve free hot chocolate in front of the former Mount Forest Town Hall during the 2014 Santa Claus Parade.*

**Resolution Number: 8**

**Carried**

2. Town of Collingwood  
Re: Request for support of resolution regarding reconsideration of decision to eliminate home to home postal delivery

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT the Council of the Corporation of the Township of Wellington North support the resolution of the Town of Collingwood regarding reconsideration of the Canada Post decision to eliminate home to home postal delivery.*

**Resolution Number: 9**

**Carried**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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I. BY-LAWS

1. 92-14 Being a by-law to authorize the execution of an agreement between Molok North America Ltd. and the Corporation of the Township of Wellington North

Moved by: Councillor Goetz  
Seconded by: Councillor Burke

*THAT By-law Number 92-14 being a by-law to authorize the execution of an agreement between Molok North America Ltd. and the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed.*

**Resolution Number: 10**

**Carried**

2. 93-14 Being a by-law to authorize a Deferral Agreement pursuant to Section 27 of the Development Charges Act. (940749 Ontario Limited)

Moved by: Councillor Burke  
Seconded by: Councillor Goetz

*THAT By-law Number 93-14 being a by-law to authorize a Deferral Agreement pursuant to Section 27 of the Development Charges Act be read a First, Second and Third time and finally passed. (940749 Ontario Limited)*

**Resolution Number: 11**

**Carried**

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

**REGULAR MEETING OF COUNCIL**

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I. **BY-LAWS** (continued)

3. 94-14 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Lot 3, Conc. WOSR – 913 Bentley Street, geographic Township of Arthur – Mildred Francis)

**Moved by: Councillor Goetz**

**Seconded by: Councillor Burke**

*THAT By-law Number 94-14 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Part Lot 3, Conc. WOSR – 913 Bentley Street, geographic Township of Arthur – Mildred Francis)*

**Resolution Number: 12**

**Carried**

J. **ITEMS FOR COUNCIL'S INFORMATION**

AMO Watchfile

- October 16, 2014
- October 23, 2014
- October 30, 2014
- November 6, 2014

Grand River Conservation Authority

- Minutes, General Membership Meeting, September 26, 2014

Randy Pettapiece, MPP, Perth-Wellington

- News Release – Pettapiece demands answers as MPPs return to legislature

Ministry of Citizenship, Immigration and International Trade

- Call for nominations for the June Callwood Outstanding Achievement Award for Voluntarism in Ontario

**THE CORPORATION OF THE  
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J. **ITEMS FOR COUNCIL'S INFORMATION** (continued)

**Moved by:** Councillor Burke

**Seconded by:** Councillor Goetz

*THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the November 10, 2014 Regular Council Meeting Agenda.*

**Resolution Number: 13**

**Carried**

K. **CULTURAL MOMENT**

**REMEMBER... FREEDOM ISN'T FREE  
MURAL IN ARTHUR CENOTAPH AND MONUMENT PARK**

The mural featured in this photo is of Arthur's newest mural in a series paying homage to the designation of being "Canada's Most Patriotic Village."

This past October 25<sup>th</sup>, many attended the dedication of the new mural at the Arthur Cenotaph and Monument Park, which recognized the service of all veterans and soldiers who have, and who are, protecting our freedom.

Many community members and groups are recognized for their involvement in the mural project, including: the muralist, Cliff Smith, the Royal Canadian Legion Branch 226 in Arthur, the Arthur and Area Historical Society, the Township of Wellington North, and all the dedicated volunteers.

Inspired by two Wellington North residents- a grade 12 drawing project by Steve Cherry, finalized by muralist, Cliff Smith, the mural is a great example of a community coming together with private and public funds, with materials and labour all being offered to see the project done. The overall community involvement in this project underscores how a cultural project enlivens people, resulting in benefits such as maintaining and nurturing a pride of ownership in our community.

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**K. CULTURAL MOMENT (continued)**

As we approach Remembrance Day, one that will be particularly significant to all Canadians, “Remember... Freedom Isn’t Free,” as the new mural reads, is particularly momentous.

On November 11, attend a Remembrance Day ceremony and pay tribute to our heroes.

**L. NOTICE OF MOTION**

None.

**M. ANNOUNCEMENTS**

Mayor Tout gave his final speech, as follows.

“Ladies and Gentlemen, tonight is the last Council meeting for this four year term.

I have had the opportunity for four years to live a dream, being your Mayor and making a difference in the community of which I choose to live. To every one of you that took the time and financial risk to put your name forward to run in the past election. Thank you for standing up for Wellington North.

To Mike Givens, you run a well oiled machine; you have been a gift to the operations of this municipality and have earned the respect of your entire staff for being a man of your word.

To all the staff of Wellington North, no one on the street will ever know the dedication that you put forth to maintain our services for everyone to enjoy. The administration, recreation, roads, building, treasury, water and sewer and fire department to name a few. A big thank you from myself for being the professionals that you are when duty calls.

**THE CORPORATION OF THE  
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**REGULAR MEETING OF COUNCIL**

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M. **ANNOUNCEMENTS** (continued)

In the last four years this Council, as a team, set out to sustain our local economy by reducing development charges to keep people employed and local stores in business, and we succeeded.

This council set out to work together to reduce our debt and increase the reserves, and once again we succeeded.

When we hosted the Sandy Lake evacuees our emergency operations training worked, and worked well, with the help of many volunteers. Not only was ours the best run out of nine evacuation centers; but, with everyone's help we succeeded.

To Pastor Harry, it was a close race for you on the best attendance at Council. Jens almost caught you. But, I want to say thank you Harry for being here at Council, having a keen interest in the daily operations and continuously offering a silent prayer for every member sitting before you today.

To the Council, thank you for working together, adding your input to some very difficult decisions that some will never know how often you sat on the side of your bed at 2 in the morning wondering if your decision was right.

There's a railroad saying – "The Mayor is the one that runs the train, and even rings the bell. But should this train jump it's track, then see who catches Hell."

As I bid you all adieu, my wish for the next Council is that you represent us well in your decisions, that you continue to attract new business investment into Wellington North and keep letting the world know this is the best damn place to live, work and play.

Just make sure that on a cold winter's day that you change someone's outlook with the warmth of your smile."

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 10, 2014

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N. CLOSED MEETING SESSION

1. Labour relations or employee negotiations. (Section 239 (2) (d))
2. Confirmation of Closed Session Minutes
  - Regular Council Meeting, September 8, 2014

Moved by: Councillor Goetz  
Seconded by: Councillor Burke

*THAT Council go into a meeting at 7:39 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001*

- to consider labour relations or employee negotiations
- Confirmation of Closed Session Minutes
  - Regular Council Meeting, October 20, 2014

Resolution Number: 14

Carried

Moved by: Councillor Burke  
Seconded by: Councillor Goetz

*THAT Council rise from a closed meeting session at 8:42 p.m.*

Resolution Number: 15

Carried

O. CONFIRMING BY-LAW

Moved by: Councillor Lennox  
Seconded by: Councillor Yake

*THAT By-law Number 95-14 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on November 10, 2014 be read a First, Second and Third time and finally passed.*

Resolution Number: 16

Carried

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THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 10, 2014

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P. ADJOURNMENT

Moved by: Councillor Yake

Seconded by: Councillor Lennox

*THAT the Regular Council meeting of November 10, 2014 be adjourned at 8:44 p.m.*

Resolution Number: 17

Carried

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CLERK

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MAYOR

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

**INAUGURAL MEETING OF COUNCIL**

**Monday, December 1, 2014**

**7:00 p.m.**

**Members Present:**

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

**Also Present: Chief Administrative Officer/Clerk: Michael Givens  
Deputy Clerk: Catherine More  
Executive Assistant: Cathy Conrad  
Treasurer: Paul Dowber  
Chief Building Official: Darren Jones  
Director of Recreation, Parks & Facilities: Barry Lavers  
Fire Chief: Dave Guilbault  
Fire Prevention Officer: Jason Benn  
Water and Sewer Superintendent: Barry Trood  
Road Superintendent: Dale Clark  
Tourism, Marketing, Promotion Manager: April Marshall  
Business Economic Manager: Dale Small  
Deputy Treasurer/Tax Collector: Mary Jo Marshall  
Bookkeeper: Paula Epoch  
Admin-Support: Michelle Stone**

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

**A. CALLING THE MEETING TO ORDER**

Michael Givens, Chief Administrative Officer/Clerk, called the meeting to order.

**B. SINGING OF O' CANADA**

**C. DECLARATION OF OFFICE BY MAYOR**

Administered by Michael Givens, Chief Administrative Officer/Clerk.

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

**INAUGURAL MEETING OF COUNCIL**

**Monday, December 1, 2014**

**Page Two**

**D. PRESENTATION OF CHAIN OF OFFICE**

Michael Givens, Chief Administrative Officer/Clerk presented Mayor Lennox with the Chain of Office.

**E. DECLARATION OF OFFICE BY THE MEMBERS OF COUNCIL**

Administered by Michael Givens, Chief Administrative Officer/Clerk.

**F. INTRODUCTION OF 2014 – 2018 COUNCIL**

Michael Givens, Chief Administrative Officer/Clerk introduced the 2014 – 2018 Council.

**G. INAUGURAL ADDRESS MAYOR LENNOX**

Good evening ladies and gentlemen and welcome to the 2014 Inaugural meeting of Council. It is my great honour to stand before you tonight to represent your interests from Metz to Mount Forest, from Seven Bridges road to the Luther Marsh.

On October 27<sup>th</sup>, the people of Wellington North took the time to question, to deliberate and to decide our collective future. And tonight, we gather together to mark the beginning of an important journey for our community and our people. It was a privilege to participate in this election and I thank the people of Wellington North for their support.

I also want to thank the outgoing Mayor Ray Tout for his service to our community. Politics can be tough, and putting your name on a ballot is not an easy thing to do. Whether it was his involvement with the Lions Club, the Chamber of Commerce, the Fireworks Festival, or in this chamber, Ray has been a tireless contributor to his community. He deserves our sincere gratitude for his years of service.

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

**Monday, December 1, 2014**

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G. **INAUGURAL ADDRESS MAYOR LENNOX** (continued)

To municipal staff here tonight and throughout the Township, thank you for your professional and dedicated work. I look forward to working with you in the coming years as you continue to serve our strong and proud community.

I would also like to recognize the families of our Councillors. Their sacrifice should not go unnoticed. I know at our house, I am blessed to have Suzan, who tolerates my ever changing schedule and who listens patiently as I sometimes have to talk through an issue.

I would like to welcome back to the table my colleagues from the last term, Dan Yake, Sherry Burke and Mark Goetz. Joining us this time, brimming with his energy and enthusiasm is Steve McCabe. Welcome Steve. To you, the members of Council, I say congratulations on your victory and thank you for stepping forward to serve your community. The voters of Wellington North have assembled a strong team and I look forward to working with your in the coming years.

Tonight, we gather here to launch anew.

The voters have sent us here with the message that they want us to take action on the major challenges facing our community. During the election the message I heard repeatedly was that we need to focus on three major areas.

1. Maintaining our infrastructure
2. Building our community -- both economically and culturally
3. Financial management

In recent years it has become increasingly clear that we are falling behind on maintaining our infrastructure, such as roads and bridges. These are key pieces of infrastructure that are critical to our daily lives and businesses. While it seems like an immense task we must continue to build our Asset Management Plan to include all of our assets and tackle the most difficult part of it...How to finance their maintenance and replacement. This is a key document that we need to demonstrate to other levels of government of the depth of our need for their assistance. When an opportunity to participate in funding programs knocks, we must be prepared to answer.

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

**INAUGURAL MEETING OF COUNCIL**

**Monday, December 1, 2014**

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**G. INAUGURAL ADDRESS MAYOR LENNOX (continued)**

When it comes to activities related to community building, we need to ask the question, are we employing our scarce resources on the most important things? I am reminded of one of my favourite quotes by Peter Drucker. He said “Management is doing things right, Leadership is doing the right things”. It is time for us to evaluate our activities not against what we have done in the past, or against what others are doing, but instead to ask the question. Are we doing the things that accentuate our community’s strengths and reflect the things we need? Given our limited resources we must also look for ways to partner with community groups and continue to ask what can we do to facilitate others’ efforts?

A discussion about the things we need is not complete until we discuss how we will pay for it. With Christmas on the doorstep, this is often a common topic in many households. Based on my past performance on this Council, perhaps that is why some have called me “Uncle Scrooge”. I will make no apologies for my careful spending of your dollars. I believe the spending of your money needs to be held to a higher standard than that of an individual household. My commitment to you is that any major expenditure of this Council will be accompanied by a plan to pay for it. I would remind you, that even the reformed Uncle Scrooge, knew where the money was coming from before he spent it.

These challenges may seem insurmountable but by working together in a step by step process we can meet these challenges.

I often find inspiration in a saying my father picked up during his time in the service. “The difficult we do immediately. The impossible may take a little longer.”

While talking about the challenges ahead we should make no mistake. Those who have come before us have left us the legacy of a strong community. We have the strength of a diversified stable economy and good arterial transportation routes. We enjoy an enviable rural/small town atmosphere with vibrant volunteer participation. The strength of our volunteer participation was singled out in our recent cultural planning effort as a unique characteristic of our community. This is just one example of how the people make this place so special.

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

**INAUGURAL MEETING OF COUNCIL**

**Monday, December 1, 2014**

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G. **INAUGURAL ADDRESS MAYOR LENNOX** (continued)

Along with my fellow members of Council I look forward to building on the strong legacy we have been given.

H. **COUNCILLORS' INTRODUCTORY COMMENTS**

**Ward 1 – Councillor Yake**

Thank you for taking the time to be here tonight. I would like to thank my wife Kim and my kids Greg and Jenna. They have provided me with 20 years of continuous support, practical help and advice. They are a constant reminder of what is important in life and the lives of Wellington North residents.

I met with Andy two weeks ago and told him that he is the fifth mayor I have worked under. I was encouraged when he told me that I would be working with him, not under him.

I always look at the start of a new Council term as an opportunity. It's an opportunity to start a new page in Wellington North's short history. It's an opportunity to bring forward new ideas, and make changes. It's an opportunity to put a vision and plan for the future on the table. It's an opportunity to focus on making lives a little more affordable, not more expensive for the people of Wellington North.

And finally, it's an opportunity to develop a partnership with our community. A partnership is defined as a co-operative relationship between people or groups who agree to share responsibility for achieving a specific goal.

There's an old saying that says "The wars of this world were not won by individuals, they were won by united, well structured teams."

I am positive that we will move forward with a united, well structured team with Mayor Lennox's leadership and a mix of new and experienced council members.

**THE CORPORATION OF THE**  
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H. **COUNCILLORS' INTRODUCTORY COMMENTS** (continued)

**Ward 2 – Councillor Burke**

Thank you to everybody for coming out. It's an honour and a privilege to represent the residents of Ward 2 for another term as your councillor.

I look forward to working with Township staff and this Council to continue to build Wellington North as a strong vibrant community.

Thank you to my family and friends for your support. This would be difficult to do without you. Thank you to all Wellington North residents for your trust and support. We will continue moving forward together.

**Ward 3 – Councillor Goetz**

Thank you for joining us for the Wellington North inauguration.

I look forward to the next four years as being part of this Wellington North Council and thank you to my constituents who re-elected me to this position and for the support that I have received from my family and the whole Township of Wellington North.

Being in this position over the past four years has given me great respect for the people who sat on our Wellington North Council in the past.

Our greatest asset is you, the people of Wellington North. It is vital that the Wellington North staff, various groups, people and council continue to work along side of each other to bring the Township of Wellington North closer together which will benefit us all.

Wellington North has faced in the past, and will continue to face, many challenges to maintain the level of service that one expects from their Township. In most cases with these challenges to maintain the level of service that is delivered, it requires some change. We know that change itself has challenges as well for the Wellington North staff and the residents that it affects.

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

**Monday, December 1, 2014**

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H. **COUNCILLORS' INTRODUCTORY COMMENTS** (continued)

With saying that I believe that with the assistance of the residents and staff of Wellington North we will achieve success over the next four years and beyond.

Once again I look forward to working with the community, staff and fellow Council members of Wellington North. Thank you.

**Ward 4 – Councillor McCabe**

Good evening,

I stand here tonight as your Ward 4 Councillor, humbled, but ready to work. I am ready to take guidance from Dan, Sherry, Mark, Mayor Lennox, the staff of Wellington North and you, the public. You have placed your trust in me. I will build upon this trust.

As the newest voice on Council, I will bring a new perspective to discussions. We have tough decisions ahead of us, but in order to grow, they must and will be made.

I expect to hear from you, good or bad, because I am here for you and because of you. I want to thank my wife Kaylyn for her support and patience through the campaign and in the next four years, I will need it.

There is a lot of work ahead of us. It will take time and money to complete these needed projects, but let us begin tonight. Thank you.

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

None declared.



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

**Monday, December 1, 2014**

**Page Eight**

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

1. Report from Michael Givens, CAO  
- CAO 2014-27 2015 Council Meeting Schedule

**Moved by: Councillor Goetz**

**Seconded by: Councillor Yake**

**THAT the Council of the Corporation of the Township of Wellington North receive for information CAO Report 2014-27;**

**AND FURTHER THAT the Council of the Township of Wellington North approve the 2015 Council Meeting Schedule as presented.**

**Resolution Number: 1**

**Carried**

**K. BY-LAWS**

1. 96-14 Being a by-law to constitute and appoint a Committee of Adjustment for the Corporation of the Township of Wellington North

**Moved by: Councillor Yake**

**Seconded by: Councillor Goetz**

***THAT By-law Number 96-14 being a by-law to constitute and appoint a Committee of Adjustment for the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed.***

**Resolution Number: 2**

**Carried**

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

**Monday, December 1, 2014**

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**K. BY-LAWS**

2. 97-14 Being a by-law to constitute and appoint a Court of Revision for the Corporation of the Township of Wellington North

**Moved by: Councillor Goetz**

**Seconded by: Councillor Yake**

**THAT By-law Number 97-14 being a by-law to constitute and appoint a Court of Revision for the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed.**

**Resolution Number: 3**

**Carried**

**L. CONFIRMING BY-LAW**

**Moved by: Councillor Yake**

**Seconded by: Councillor Goetz**

***THAT By-law Number 98-14 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Inaugural Meeting held on December 1, 2014 be read a First, Second and Third time and finally passed.***

**Resolution Number: 4**

**Carried**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

INAUGURAL MEETING OF COUNCIL

Monday, December 1, 2014

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M. ADJOURNMENT

Moved by: Councillor Goetz

Seconded by: Councillor Yake

*THAT the Inaugural Council meeting of December 1, 2014 be adjourned at 7:31 p.m.*

Resolution Number: 5

Carried

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

Jardine Lloyd Thompson Canada Inc.



**Public Sector Division**  
Box 3, Suite 800, 55 University Avenue, Toronto, ON M5J 2H7  
**Phone: 416 941 9551 Toll Free: 800 268 9189 Fax: 416 941 9323**

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***MUNICIPAL INSURANCE PROGRAM***

***PROPOSAL***

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***Corporation of the Township of Wellington North***

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Date of Issue: November 27, 2014

Prepared by: Jennifer Roach  
Direct phone line: 416-644-4818  
E-mail address: [jroach@jltcanada.com](mailto:jroach@jltcanada.com)



**IMPORTANT – PLEASE NOTE THE FOLLOWING**

This proposal should be read in conjunction with the JLT Canada “Business Protocols” booklet.

**DUTY OF DISCLOSURE**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favorable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

**PAYMENT TERMS**

Premiums are due and payable on receipt of a JLT invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

**PERIOD OF VALIDITY OF QUOTE**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

**BREACH OF WARRANTY OR SUBJECTIVITY**

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

**UNDERINSURANCE**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

**UNDERWRITING / BINDING AUTHORITY**

Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

**MATERIAL CHANGES FROM EXPIRING POLICY**

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

**RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to JLT. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

Jardine Lloyd Thompson Canada Inc.



**TAXES PAYABLE BY  
INSUREDS:**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by JLT in addition to the premiums quoted:

Provincial Sales Tax



## SUMMARY OF COVERAGE, LIMITS AND DEDUCTIBLES

Name of Insured: **Corporation of the Township of Wellington North**

Policy Period: **January 1, 2015 to January 1, 2016**

12:01 a.m. local time at the mailing address of the Named Insured

CANADIAN COUNCILS LIABILITY		
<b>LIMIT OF LIABILITY</b>	General Liability:	\$ 5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
<b>EXTENSIONS OF COVERAGE</b>	<b>Extension</b>	<b>Limit</b>
	Employers' Liability	\$ 5,000,000 any one Claim
	Tenant Legal Liability	\$ 5,000,000 any one Occurrence
	Employee Benefit Liability	\$ 5,000,000 any one Claim
	Incidental Medical Malpractice Retro Date: November 15, 1993	\$ 5,000,000 any one Claim
	Voluntary Medical Payments	\$ 50,000 any one Claim and in the Annual Aggregate during the Policy Period
	Forest Fire Fighting Expense	\$ 1,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Voluntary Payment for Property Damage	\$ 50,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Incidental Garage Operations	\$ 250,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Municipal Marina Legal Liability	\$ 100,000 any one Pleasure Craft \$ 1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	Wrongful Dismissal (Legal Expense)	\$ 250,000 any one Claim and in the Annual Aggregate during the Policy Period
	Conflict of Interest and Legal Expense Reimbursement	\$ 100,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Non-Owned Automobile (including Contractual Liability for Hired Autos)	\$ 5,000,000 any one Occurrence
Legal Liability for Damage to Hired Autos	\$ 250,000 any one Occurrence	



<b>ENDORSEMENTS</b>	<b>Endorsement</b>	<b>Limit</b>
	Municipal Errors and Omissions Liability Retroactive Date: Unlimited	\$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period
	Environmental Impairment Liability Retroactive Date: Enter retro date or Unlimited	\$ 2,500,000 any one Claim and \$ 5,000,000 in the Annual Aggregate during the Policy Period
	Abuse / Molestation Liability Retroactive Date: January 1, 2012	\$ 250,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Voluntary Compensation	As per Endorsement No. 4 – Schedule of Benefits
<b>DEDUCTIBLE(S)</b>	<b>Applicable Coverage</b>	<b>Deductible</b>
	Public Entity General Liability	\$ 25,000 per Occurrence except per Claimant in respect of Sewer Backup
	Extensions of Coverage	\$ 25,000 per Occurrence / per Claimant for all Extensions of Coverage except: \$NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; \$ 1,000 with respect to Legal Liability for Damage to Hired Autos \$ 5,000 with respect to Wrongful Dismissal (Legal Expense)
	Municipal Errors and Omissions Liability	\$ 10,000 per Claim
	Environmental Impairment Liability	\$ 10,000 per Claim
	Abuse / Molestation Liability	\$ 10,000 per Claim
<b>POLICY FORM</b>	PK1403529000 (2014) UMR B0753PK1403529000	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	





<p><b>SUBJECT TO</b></p>	<p>1. Environmental Impairment Liability – where coverage is required in addition to the standard inclusion of Sudden &amp; Accidental Pollution for Gradual Seepage, the following information is required:</p> <ul style="list-style-type: none"> <li>• A list of Above Ground and Underground storage tanks is required along with evidence of appropriate test results, to be reviewed and approved by the Insurer. Once approved, UST's will be endorsed onto the policy.</li> <li>• Please confirm there are no storage tanks under 200 Gallons.</li> </ul> <p>2. Abuse &amp; Molestation – background checks in place for employees implemented into hiring process</p> <p>3. Completion of Casualty Questionnaire/Waiver</p> <p>4. Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)</p>
<p><b>CHANGES FROM EXPIRING POLICY</b></p>	<p>UMR No. B0753PK1403529000</p>



<b>CANADIAN COUNCILS UMBRELLA LIABILITY</b>		
<b>LIMITS OF LIABILITY</b>	\$ 20,000,000	any one Occurrence
	\$ 20,000,000	in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	in the Annual Aggregate in respect of Employee Benefits Liability
<b>EXCESS OF UNDERLYING COVERAGE(S) AND LIMIT(S)</b>	<b>Underlying Coverage</b>	
	<b>Underlying Limit</b>	
	General Liability	\$ 5,000,000 any one Occurrence
	Incidental Medical Malpractice	\$ 5,000,000 any one Claim
	Non-Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim
	Owned Automobile Liability	\$ 5,000,000 any one Occurrence
Employee Benefits Liability	\$ 5,000,000 any one Claim	
<b>RETAINED LIMIT</b>	\$ Nil	
<b>ENDORSEMENTS</b>	Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured	
<b>POLICY FORM</b>	PK1403533000 (2014) UMR B0753PK1403533000	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)	
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0753PK1403533000	



<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>COVERAGE</b>	Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)	
<b>LIMITS</b>	\$ 48,167,309      Limit of Loss on Blanket Property of Every Description including Machinery Breakdown	
	\$    25,000      Computer / Electronic Data Processing (Included in Blanket Limit)	
	\$    100,000      Business Interruption – Profits (Included in Blanket Limit)	
	\$    100,000      Misc. Tools, Equipment & Supplies (Included in Blanket Limit)	
	\$ 2,677,672      Unlicensed Equipment (Included in Blanket Limit)	
<b>EXTENSIONS OF COVERAGE</b>	<b>The Limits shown below are included in the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Valuable Papers	\$    500,000
	Extra Expense	\$    500,000
	Accounts Receivable	\$    500,000
	Gross Rentals	\$    500,000
	Computer Media	\$    500,000
	Fine Arts	\$    25,000
	Ammonia Contamination	\$    500,000
	Water Escape	\$    500,000
	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Newly Acquired Property	\$ 1,000,000
	Buildings in the Course of Construction	\$ 1,000,000
	Property in Transit	\$    500,000
	Unnamed Locations	\$ 1,000,000
	Expediting Expense	\$    500,000
	Contingent Business Interruption	\$ 1,000,000
	Fire Extinguishing Materials and Fire Fighting Expense	\$    100,000
	Professional Fees	\$    500,000
Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage	\$    100,000	



EXTENSIONS OF COVERAGE CONTINUED	The Limits shown below are in addition to the Blanket Limit shown above:	
	Extension	Limit
	Master Key	\$ 10,000
	Land and Water Pollution Clean Up Expense	\$ 100,000
	Stock Spoilage	\$ 100,000
	Consequential Damage	\$ 100,000
	Off Premises Service Interruption	\$ 1,000,000
	Exhibition Floater	\$ 100,000
	Hazardous Substance	\$ 500,000
	Property of Councillors', Board Members' and Employees'	\$ 5,000 any one loss (\$25,000 maximum annual policy limit)
<b>ENDORSEMENTS</b>	Automobile Replacement Cost Deficiency Endorsement	
<b>DEDUCTIBLE(S)</b>	\$ 25,000 each Occurrence for All Losses except: \$ 1,000 each Computer/Electronic Data Processing loss \$ 50,000 each Flood Loss 5% of total loss or \$100,000 minimum, whichever is greater, each Earthquake occurrence. \$ 1,000 each Fine Arts Loss	
<b>POLICY FORM</b>	Municipal Insurance Program - Master Policy (August 15, 2014)	



<p><b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b></p>	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada – 70%</p> <p>The Sovereign General Insurance Company – 12.2%</p> <p>Certain Lloyd's Underwriters - 17.8%  <i>(Participation of Lloyd's Underwriter is based on Blanket Limit and Limits in Addition to the Blanket Limit)</i></p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada – 100%</p>
<p><b>SUBJECT TO</b></p>	<ol style="list-style-type: none"> <li>1. Schedule of Locations including breakdown of values, construction, protection and occupancy.</li> <li>2. Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment.</li> <li>3. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</li> <li>4. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li> <li>5. All locations may be subject to Engineering Inspection.</li> <li>6. Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)</li> </ol>
<p><b>CHANGES FROM EXPIRING POLICY</b></p>	<p>UMR No. B0753PG1401211000</p> <p>Addition of Automobile Replacement Cost Deficiency Endorsement as of January 1, 2015</p>



<b>COMPREHENSIVE CRIME</b>	
<b>LIMITS</b>	\$ 1,000,000 Employee Dishonesty – Form A \$ 200,000 Broad Form Loss of Money (Inside Premises) \$ 200,000 Broad Form Loss of Money (Outside Premises) \$ 200,000 Money Orders & Counterfeit Paper Currency \$ 1,000,000 Depositors Forgery \$ 200,000 Professional Fees / Audit Expenses \$ 200,000 Computer Fraud or Funds Transfer Fraud
<b>DEDUCTIBLE</b>	\$Nil per Loss
<b>POLICY FORM</b>	Master Crime Wording (Apr. 2012)
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	Important: 1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds. 2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s). 3. Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)



<b>AUTOMOBILE INSURANCE (ONTARIO)</b>	
<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b> Limit: \$5,000,000 Deductible: \$ 5,000
	<b>Accident Benefits – Basic Benefits</b> Limit as stated in Policy Deductible: \$ 5,000
	<b>Uninsured Automobile</b> Limit as stated in Policy
	<b>Direct Compensation – Property Damage</b> Limit as stated in Policy Deductible: \$ 5,000
	<b>Loss or Damage – All Perils</b> Deductible: \$ 5,000
<b>ENDORSEMENTS</b>	<p>Notice of Cancellation Ninety (90) Days</p> <p><b>OPCF 43R</b> Removing Depreciation Deduction- 24 Months New  <b>OPCF 20</b> Loss Of Use – Applicable to Twelve (12) Light Units  <b>OPCF 21B</b> Blanket Fleet Endorsement – No Annual Adjustment  <b>OPCF 31</b> Non-Owned Equipment  <b>OPCF 24</b> Freezing of Fire-Fighting Apparatus  <b>OPCF 44</b> Family Protection Endorsement:                      (Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles)  <u>Additional Endorsements:</u>  <b>OPCF 3</b> Drive Government Automobiles  <b>OPCF 4A</b> Permission to Carry Explosives  <b>OPCF 4B</b> Permission to Carry Radioactive Material  <b>OPCF 5</b> Permission to Rent or Lease  <b>OPCF 32</b> Use of Recreational Vehicles by Unlicensed Drivers                      Tarmac Exclusion</p>
<b>POLICY FORM</b>	Provincial Statutory Owner's Policy
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	<p>Provision of updated vehicles and drivers list to insurer</p> <p>Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)</p>
<b>CHANGES FROM EXPIRING POLICY</b>	<p>Automobile Replacement Cost Endorsement amended to Removing Depreciation Deduction - 24 Months New as of January 1, 2015</p> <p>Replaced under the Automobile Replacement Cost Deficiency Endorsement as of January 1, 2015</p>



<b>COUNCILLORS' ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	\$ 200,000 Principal Sum
<b>INCLUDED COVERAGE</b>	Number of Councillors: Four (4) Plus One (1) Other
	24 Hour Coverage
	Based on Five (5) Members – under the age of 80
<b>POLICY FORM</b>	Insurer's Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	\$2,500,000 Aggregate Limit of Indemnity Per Accident
	Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)





<b>MUNICIPAL VOLUNTEERS ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	\$ 50,000 Principal Sum – Volunteers of the Policyholder While on Duty Only under the age of 80
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	<p>\$1,000,000 Aggregate Limit of Indemnity Per Accident</p> <p>Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)</p>



<b>LCIS – ANNUAL LOW RISK EVENTS LIABILITY</b>	
<b>LIMITS OF COVERAGE</b>	Coverage A - Bodily Injury & Property Damage: \$5,000,000 any one Occurrence Coverage A - Products & Completed Operations Aggregate: \$5,000,000 Coverage B - Personal Injury and Advertising Liability: \$2,000,000 Coverage C - Medical Payments – Per Person: \$2,500 Coverage C - Medical Payments – Per Accident: \$25,000 Coverage D – Tenant’s Legal Liability: \$5,000,000 Incidental Medical Malpractice Liability: \$5,000,000 Non-owned Automobile Liability: \$2,000,000 SEF 94 – Legal Liability for Damage to Non-owned Autos: \$50,000
<b>ENDORSEMENTS</b>	USA Jurisdiction Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information  Notice to Insureds Lloyd’s Underwriters Policyholder’s Complaint Protocol
<b>DEDUCTIBLE</b>	\$1,500
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd’s Underwriters (Syndicate 1886) – 100%
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)



<b>RISK MANAGEMENT</b>	
<b>ELECTED OFFICIAL, DIRECTORS AND DEPARTMENTAL SEMINARS</b>	Included
<b>AUTOMOBILE FLEET SERVICES</b>	Risk and Driver Assessment included

<b>PREMIUM SUMMARY</b>	
<b>TOTAL ANNUAL PREMIUM (OPTIONS NOT INCLUDED)</b>	\$167,389 plus any applicable provincial sales tax



<b>MUNICIPAL OPTIONS</b>	
<b>Canadian Council Primary Liability</b>	To Increase EIL limit from \$2,500,000 per claim to \$5,000,000 – Annual Additional <b>\$1,445</b>
<b>Canadian Council Umbrella Liability</b>	To Increase from \$25,000,000 to \$50,000,000 - Annual Additional <b>\$3,443</b>
<b>Employment Practices Liability</b>	Limit: \$250,000 Each Claim & Aggregate SIR: \$5,000 *Application required in order to quote Insurer: Creechurch International – Beazley Group 100% Amended Other Insurance Clause – QBE Primary Insurer with respect to Wrongful Dismissal Legal Expense Limit \$250,000 Any One Claim & Aggregate During the Policy Period Minimum Retained Premium: 20% of Annual Premium
<b>Automobile Insurance</b>	<p><b>Accident Benefits:</b></p> <p><b>A.</b> Medical &amp; Rehabilitation increase Limit \$100,000 Annual Additional <b>\$386</b></p> <p><b>B.</b> Attendant Care increase Limit \$72,000 Annual Additional <b>\$43</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>C.</b> Medical, Rehab, increase limit to \$1,100,000 and Attendant Care increase limit to \$1,072,000 Annual Additional <b>\$1,500</b></p> <p>Caregiver Benefit Limit up to \$250 per week plus \$50 each additional dependant Housekeeping and Home Maintenance – Limit up to \$100 per week up to 2 Years - Non-Catastrophic Impairment Annual Additional <b>\$632</b></p> <p>Income Replacement Limit (choose amount) \$600/\$800/\$1,000 Annual Additional <b>\$2,310/\$4,620/\$6,930</b></p> <p>Death and Funeral Benefits \$50,000 Lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 for funeral benefits Annual Additional <b>\$495</b></p> <p>Dependant Care up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum \$150 per week Annual Additional <b>\$825</b></p> <p>Indexation Benefit – Annual Adjustment according to the Consumer Price Index for Canada Annual Additional <b>\$1,980</b></p>



<b>MUNICIPAL OPTIONS</b>	
	Added Coverage to Offset Tort Deductible – OPCF 48 Total Annual Additional Premium – <b>\$589</b>
<b>Out of Province Emergency Medical</b>	Based on Five (5) Members – under the age of 80 – Annual Additional <b>\$300</b>  To increase the Trip Duration from 15 days to 30 days – Annual Additional <b>\$350</b>
<b>Public Entity Recovery Assistance Plan (Critical Illness)</b>	Based on Five (5) Members – age 69 or less \$5,000 limit – Annual Additional <b>\$546</b> \$10,000 limit – Annual Additional <b>\$854</b>
<b>Volunteer Fire Fighters Accident</b>	Quotation available upon request.
<b>RISC SYSTEMS</b>	Installation of JLT Canada software solutions Annual Additional <b>\$2,500</b>
<b>DisasterPhone</b>	Enrolment in telecommunication disaster recovery service – Annual Additional <b>\$2,000</b>



**ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL**

To: Jardine Lloyd Thompson Canada  
Public Sector Division  
Suite 800, 55 University Avenue  
Toronto, Ontario M5J 2H7  
Telephone: 416-941-9551 or Toll Free 1-800-268-9189  
Fax: 416-941-9323

Policy Term  
(mm/dd/yy): January 1, 2015 to January 1, 2016  
12:01 a.m. Standard Time at the Mailing and/or Notification Address of the Named Insured

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

**Signed on Behalf of Corporation of the Township of Wellington North & Fire Department**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print the name of the person signing above

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH			
	2014-2015	2015-2016	Premium/Rate Difference
Population- Liability	11,477	11,477	0
<i>Premium:</i>	\$ 71,320	\$ 74,696	3,376
Automobile - Number of Vehicles	43	43	0
<i>Premium:</i>	\$ 25,808	\$ 25,545	-263
Blanket Property Limit	\$ 77,448,881	\$ 48,167,309	-29,281,572
<i>Premium:</i>	\$ 90,628	\$ 55,197	-35,431
Crime Premium	750	750	0
Umbrella Liability Premium	\$ 6,886	\$ 6,886	0
Councillors Accident	\$ 985	\$ 985	0
Volunteer Accident	\$ 750	\$ 750	0
Annual Low Risk	\$ 2,580	\$ 2,580	0
<b>TOTAL PREMIUM</b>	\$ 199,707	\$ 167,389	-32,318
<b>Overall Percentage Change</b>		<b>-16 %</b>	
As of: November 27, 2014 - JR			



# Communiqué



From the desk of:

November 12<sup>th</sup>, 2014 # 012

## Fire Chief

**1. New Hires** – A warm welcome to our newest fire fighters! I know these individuals will fit in quickly and for further information, please see the training division section. Welcome everyone!

**2. Social Media Policy** – A friendly reminder that there is a Township Social Media Policy in effect and that the fire service will be coming out with a policy of its own in the near future. When it is completed, there will be an information session on this topic as well as a copy provided to all members.

**3. Officers Meeting** – A meeting was held recently and some good information came of it. Minutes of the meeting will be emailed out in the near future. The next meeting will be held in January and an agenda will be sent out prior to the meeting.

**4. Tanker Message** - Smoke Alarm messages will be placed on each of the tankers at each station. This messaging has been generously donated by Germania Insurance and we thank them for their support.

**5. I am Responding** – The implementation of this program will start next week at the Arthur Station. A monitor and a computer will be installed and then information and training will be started shortly thereafter. We look forward to having this valuable tool up and working.

## FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to November 12 for the years 2013 and 2014				
	2013		2014	
	Fatal fires	Fatalities	Fatal fires	Fatalities
Ontario fatal fires (except federal and First Nations properties) from January 1 to November 12	51	58	56	68
Fatal fires on federal or First Nations properties from January 1 to November 12	3	6	3	6
Total	54	64	59	74

Respectfully

Chief Guilbault





# Communiqué



## ARTHUR STATION:

## October Fire Report 2014

The Arthur Fire Department responded to 3 calls for assistance during the month of October 2014.

Arthur Twp.	1 CO Alarm Malfunction
Arthur	1 CO Alarm Malfunction
Mapleton	1 CO Alarm (Wood Stove)

### Practices:

There were three practices held in October. On October 1 Practice #44, fifteen members attended; on October 15 Practice #45, twelve members attended. On October 29 Practice #46, 14 members.

On October 7th, two Fire Fighters attended the Wellington Dufferin Mutual Aid Association meeting held in Harriston.

On October 8th, the OH&S quarterly meeting was held in Arthur, with 2 members from Arthur attending.

On October 14th the Truck and Equipment Committee met in Arthur with 3 Arthur Fire Fighters in attendance.

On October 25th one fire fighter attended the recruitment testing in Centre Wellington.

SUBMITTED BY: Jim Morrison, CMM III  
Fire Service Professional



# Communiqué



## MOUNT FOREST STATION:

October Fire Report 2014

The Mount Forest Station responded to 13 calls for assistance during the month

### 8 In Mount Forest

- 2 Ambulance assist ( Possible VSAs )
- 1 CO Alarm ( alarm problem )
- 1 Fuel Spill
- 1 Natural Gas Leak
- 1 False Alarm
- 2 Hoarding Issues

### 2 In Arthur Township

- 1 M.V.C ( Highway # 89 & Wellington Rd 6 )
- 1 Ambulance Assist (Possible Suicide )

### 3 In Southgate

- 1 CO Alarm
- 2 Mutual Aid Calls to Assist Dundalk Fire Dept

There were 2 meeting/practice sessions held during the month of October 2014,

On October 06/14 17 members were present

On October 20/14 16 members were present

On October 04/14 Mount Forest Station held a very successful Open House for Fire Prevention Week

On October 07/14 3 members from the Mount Forest Station attended the Wellington County Mutual Aid Meeting in Harriston

Respectfully submitted by, Mount Forest Station Chief Ron MacEachern



# Communiqué



## FIRE PREVENTION:

Fire Prevention Report  
Wellington North Fire Service

October-14

Evac. Procedures	2
Telephone Calls	87
Business/Personal Service	6
Residential	5
Assembly Occ.	2
Misc.	41
Industrial	3
Meetings	9
Complaints	0
Mercantile	3
Letter/Reports	49
Institutional	3
Burn Permits	2
New Construction/Plan Review	1
Occupancy Permits	0
FE Ext. Training/Talks	0
Emerg. Planning	2
Inspection Follow Up	7
Pub. Ed. Lectures/Tours/House	2
Pre Incident Planning	1
Fire Safety Plan Review	8
Administration	44
Court/Documents/Serving	7
Training (OFC/Local)	3
Investigations	0



# Communiqué



**Quote:** Coming together is a beginning,  
Keeping together is progress,  
Working together is Success

Henry Ford

Teamwork pays off! [http://www.youtube.com/watch?v=OERgoDcJ3\\_o](http://www.youtube.com/watch?v=OERgoDcJ3_o)

Yours in fire safety,

Jason Benn  
CFPO

## TRAINING DIVISION:

Congratulations to our new recruits starting in the New Year, Steve Guilk, Kyle Woods, Greg Mason, Brody Young, and Josh Kestner and Ken Smith.

We would also like to acknowledge Lindsay Hall and Mike Winter for joining our team immediately. With their experience and education, I'm sure they will fit in fine and we look forward to getting to know them better in the upcoming months.

Congratulations again

### **Arthur Station**

Mike Winter & Ken Smith

### **Mount Forest Station**

Lindsay Hall, Kyle Woods,  
Josh Kestner, Steve Guilk,  
Greg Mason and Brody Young

Here Today for a Safer Tomorrow...

### **Don Irvine**

Training Officer



# Communiqué



## COMMITTEES:

### Public Education



It is now law to have a CO alarm in your home if you have fuel burning appliances and an attached garage.



**Install a CO alarm today!**

**For further information, go to:**

**<http://www.mcscs.jus.gov.on.ca/english/FireMarshal/FireSafetyandPublicEducation/CarbonMonoxide/carbonmonoxide.html>**

### Truck and Equipment

The truck and equipment committee met on October 14 with 4 members present and 1 guest, station chief Jim Morrison to work on several current issues. The committee first talked about the dispersal of old equipment not in use or that's out of date. Jim had a couple of concerns regarding how much we would sell the equipment for, selling it if it's still needed, and knowing the info regarding the equipment so we can inform the potential customer. The members are going to get the equipment list together and the chairperson is going to talk to the chief about getting approval to do this. We also discussed giving the members within the station first chance at purchase if we can go forward with the dispersal. No decision was made that night.

We talked about the current problems with the radios in the Arthur station, the Arthur members had concerns with



# Communiqué



the radios not communicating between trucks, portables and station. The chairperson will contact Hartman communications to test the radio with the trucks out in the field to duplicate the problems so we can come up with a solution.

The committee also had a brief discussion regarding moving forward with purchase of a new vent saw in Arthur station as well as an airbag system for both stations. We will be contacting the suppliers to come in and demo these items so everyone can have input on potential new equipment.

The two new 4gas detectors were put into service in the Arthur station; they were installed in sq92 and r95.

The committee is still working on getting a list together regarding capital budget purchases for 2015 and will be meeting with the chief in December to discuss our suggestions.

The chairperson also brought the rest of the members up to speed regarding current repairs regarding the trucks, we will be looking after the minor repairs at the time of safety to keep out of service time low.

This is all I have at this time,

Thanks Curtis.

Committee Chair

## Health & Safety

October 8 2014 at 7pm the quarterly OH&S meeting was held at the North Wellington Arthur Station. Chief Guilbault, Mike Cooper, Matt James and Marco Guidotti were present. We would like to thank all of the firefighters that shared their concerns and input. The following items were covered: Training, what's coming and what we need to cover in the future to be able to do what is in our scope safely. Changes or implementation of our SOG's, Firefighter PPE, record keeping and testing of all equipment. Working together with the training and truck/equipment committees, 2015 should be a very productive year for firefighter safety. Remember our safety is every body's responsibility.



Regards  
Marco Guidotti  
OH&S Committee



# Communiqué



## EVENTS:

Nothing to report at this time.

Please have all monthly reports submitted by December 5th at noon to:

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

Next communiqué will be Wednesday December 10<sup>th</sup>, 2014



*"Pride and Passion"*



# Communiqué



From the desk of:

December 8<sup>th</sup>, 2014 # 013

## Fire Chief:

1. Congratulations to Eric Green, Arthur Station and Andy Kelly of Mount Forest Station for the successful completion of 1001 Firefighter Level 1 testing. You had some pretty tough weekends. Your commitment and dedication is very much appreciated. Well Done!
2. Congratulations to Ron MacEachern, Station Chief of Mount Forest Station, for his recent award for Volunteerism. Recently in Rockwood, at the Mutual Aid Banquet, Ron was awarded the Rick Adamson Award for volunteerism. The Nomination came from WNFS Fire Chief Guilbault. Well done Ron. Your dedication for over 45 years is very much appreciated. Outstanding!
3. I Am Responding – Arthur Station is in the process of having the TV, and computer installed and training will be conducted on Dec 10<sup>th</sup>, 2014 for the Arthur Station. You have recently received an email asking for certain information. This information is required, for the program to be sent to your phone. Please see that the information requested by Jason is supplied. Thank you for your co operation.
4. Inaugural Council Meeting Dec 1, 2014. We are looking forward to support our council as they support our fire service.
5. Social Media – The fire service is currently working on a social media policy for the fire service in specific. When this policy is complete, we will conduct a training session at each station.
6. Retirements – I have received letters of retirement from Keith Rawn (Dec 19, 1994 - Dec 19, 2014) and Ron MacEachern (October 6 1969 – December 31<sup>st</sup>, 2014). These individuals have provided exemplary service to the community over the years and I wish them the very best. Thank you for your dedication!





# Communiqué



## FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to December 4 for the years 2013 and 2014				
	2013		2014	
	<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 December 4	55	62	61	73
Fatal fires on federal or First Nations properties from January 1 to December 4	3	6	3	6
Total	58	68	64	79

Respectfully

Chief Guilbault



# Communiqué



## ARTHUR STATION:

November Fire Report 2014

The Arthur Fire Department responded to 4 calls for assistance during the month of November 2014.

Arthur Twp.	1 MVC
Arthur	1 CO Alarm Activation
Peel Twp.	2 Medical Assist

### Practices:

There were two practices held in November. On November 12, Practice #1, sixteen fire fighters attended; on November 26 Practice #2, fourteen members attended.

On November 4th, 4 Arthur Fire Fighters and Wellington North Fire Chief Guilbault attended the Wellington Dufferin Mutual Aid Association meeting hosted by Arthur.

On November 11th, Station Chief Morrison, Fire Fighter Brunkard, and retired Fire Fighters Curtis and Woods marched in the Remembrance Day Parade and attended the Service at the Cenotaph. Station Chief Morrison laid a wreath on behalf of Wellington North Fire Services.

On November 29th, the Arthur Station, hosted the visit with Santa Claus, after the Opti-Mrs Santa Claus Parade. Hot Chocolate and Tim Bits donated by Tim Horton's and the Optimist Club of Arthur were served along with Hotdogs, to all those attending. The children visited with Santa, while the Arthur Station fire fighters greeted, and served the refreshments. Musical performance was compliments of Helena Royackers and some children in the audience. Students from Wellington Heights Secondary School had a bake table to help raise money for Warm Winter Wishes. A great time was had by all who attended this annual event.

SUBMITTED BY: Jim Morrison, CMM III  
Fire Service Professional



# Communiqué



## MOUNT FOREST STATION:

November Fire Report 2014

The Mount Forest Station responded to **13** calls for assistance during the month.

### 8 In Mount Forest

- 1 - Ambulance assist - (Possible VSA)
- 1 - CO Alarm (alarm problem)
- 1 - Public Assist
- 2 - M.V.C s 1 Wellington and Main Sts, 1 Sligo Rd and Main St
- 3 - False alarms

### 3 in the Township

- 1 In Arthur Township
- 1 M.V.C ( Highway # 89 & Wellington Rd 16 )
- 1 Truck Fire

### 3 In Southgate

- 1 Chimney Fire
- 1 Ambulance Assist
- 1 M.V.C (Southgate Rd 12 & Sdr 61)

There were 2 meeting / practice sessions held during the month of November 2014, On November 03/14, 15 members were present and on November 17 2014, 14 members were present

On November 04 2014 4 members from the Mount Forest Station attended the Wellington County Mutual Aid Meeting in Arthur , On November 12 2014 4 members attended the Grey County Mutual Aid in Durham

On November 11 2014 9 members took part in the Remembrance Day Service at the Mount Forest Cenotaph Respectfully submitted by, Mount Forest Station Chief Ron MacEachern



# Communiqué



## FIRE PREVENTION:

**Fire Prevention Report  
Wellington North Fire Service**

**November-14**

Evac. Proceedures	1
Telephone Calls	96
Business/Personal Service	7
Residential	2
Assembly Occ.	4
Misc.	54
Industrial	3
Meetings	11
Complaints	1
Mercantile	4
Letter/Reports	37
Institutional	2
Burn Permits	4
New Construction/Plan Review	1
Occupancy Permits	0
FE Ext. Training/Talks	1
Emerg. Planning	3
Inspection Follow Up	5
Pub. Ed. Lectures/Tours/House	0
Pre Incident Planning	2
Fire Safety Plan Review	6
Administration	51
Court/Documents/Serving	3
Training (OFC/Local)	2
Investigations	1

**Quote:** If you have never fallen, you have never challenged your potential. Gerry Visca

Yours in fire safety,



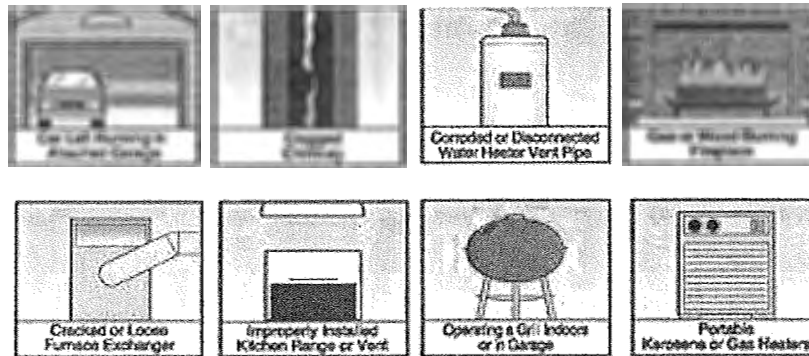
# Communiqué



TRAINING DIVISION: Nothing to report

COMMITTEES:

## Public Education



**Install a CO alarm today!**

For further information, go to:

<http://www.mcscs.jus.gov.on.ca/english/FireMarshal/FireSafetyandPublicEducation/CarbonMonoxide/carbonmonoxide.html>



# Communiqué

## Truck and Equipment



Nothing to report at this time

Thanks Curtis.

Committee Chair

## Health & Safety



Nothing to report at this time.

Regards  
Marco Guidotti  
OH&S Committee

### EVENTS:

Nothing at this time.

Please have all monthly reports submitted by January 5th at noon to:

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

Next communiqué will be Thursday January 8<sup>th</sup>, 2014



*"Pride and Passion"*



# The Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF December 15, 2014**

**FROM: DAVE GUILBAULT  
FIRE CHIEF**

**SUBJECT: PROPOSED BELL TOWER INSTALLATION  
ARTHUR FIRE STATION  
103 SMITH STREET, ARTHUR**

## **RECOMMENDATION**

That Council of the Township of Wellington North enter into an agreement with Bell, to construct a telecommunications tower at the rear of the Arthur Fire Station 103 Smith Street in Arthur.

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

There are no previous reports with respect to this matter.

## **BACKGROUND**

Bell is attempting to build and expand the infrastructure necessary to satisfy the enormous demand for high quality, reliable wireless service. The number of radio base stations needed to provide adequate coverage and capacity to maintain expected services levels is determined through extensive studies. The population of an area, vehicle patterns and physical characteristics of an area are all factors that must be considered as well. To provide best possible coverage, Bell requires land to place a tower at the Arthur Fire Station to service the Community. This new site will help to upgrade service and meet the growing need for better voice and data service (internet) in Arthur.

Several meetings with Ferdinand Staab Site Acquisition Manager (who is on contract to Bell) was held at the Arthur Fire Station. Several issues and concerns from the Townships perspective were discussed.

1. The size of the pad to support the tower and related equipment was a concern. It was felt the size of the pad would interfere with Fire and EMS vehicles leaving and entering the rear lot. Parking is also limited. The size of the pad has been reduced and should not interfere or impede emergency vehicles. Please see attached Site Plan.
2. Should the agreement terminate for whatever reason the tower shall remain the property of the Township of Wellington North. This clause will be added to the lease.
3. Should the Township of Wellington North require tower space in the future, this will be permitted by Bell. This clause to be added to the lease.
4. Logistics of moving Fire and EMS equipment (antennas) from the old tower to the new tower must be done with minimal down time. Bell has assured it will be a seamless transfer.
5. Alternate site locations in Arthur were considered. The only other suitable site was behind the former Arthur Municipal Office. There is plenty of space at that location, however Bell prefers the security of the Fire Station location.

Bell has provided details regarding equipment required for the Arthur location: It is as follows:

- 1) 32 metre self-support or decorative tower (to replace existing tower)
- 2) 2 cabinets
- 3) Access road into the compound

Upon completion, the site will be completely trouble free from an operation and maintenance standpoint. Bell's equipment shelter is totally self-contained and none of the equipment will cause any vibration or noise.

Bell Mobility is proposing the following key terms:

1. Rental Fee \$12,000.00/an
2. Initial Term 5 years
3. Renewal Terms 3 x 5 years
4. Hydro sub-metered and paid in addition to the rental fee
5. Access 7/24 access to the equipment
6. Bell Mobility Insurance \$2,000,000 in commercial general liability



Bell is targeting an early 2015 completion date to provide wireless service to the community of Arthur. If the Council requires their own wireless equipment on the tower, such as emergency service equipment, Bell would be able to accommodate that request. We recently completed similar agreements in other municipalities such as *Port Elgin, South Hampton, Dundalk, Terra, Chesley, Paisley, Shelburne, and Fergus.*

The trend of future telecom is to become truly “wireless”, that is the delivery of the voice and data communications via conventional telephone lines, such as telephone poles along streets and roads, will be virtually obsolete. The current wireless infrastructure will allow Bell to meet this trend and still provide a reliable system. Communities wanting to opt out of this trend will be passed by future development.

## **FINANCIAL CONSIDERATIONS:**

The cost to remove the present tower and the installation of the new tower will be the responsibility of Bell. This includes transferring of present antenna and related equipment. All excavating, cabling etc. will also be the responsibility of Bell, with no cost to the Township of Wellington North. This is clearly articulated in section two of the lease.

The Tenant shall pay Rent to the Landlord as follows:

- (a) The Rent Commencement Date shall be the later to occur of the date that Tenant enters the Property and starts construction of a foundation or brings any related equipment on to the property for the installation of the Equipment (the Construction Start Date”) or October 1, 2014. Commencing on the Rent Commencement Date and on each annual anniversary of the Term thereafter, the Tenant shall pay to the Landlord Rent in the amount of twelve thousand dollars (\$12,000.00) payable in advance.
- (b) During the second five (5) year period (being the first Renewal Term) the Tenant shall pay to the Landlord annual rent in the amount of thirteen thousand, two hundred dollars (\$13,200.00) payable in advance
- (c) During the third five (5) year period (being the second Renewal Term) the Tenant shall pay to the Landlord annual rent in the amount of fourteen thousand, five hundred and twenty dollars (\$14,520.00) payable in advance.
- (d) During the fourth five (5) year period (being the third Renewal Term) the Tenant shall pay to the Landlord annual rent in the amount of fifteen thousand, nine hundred and seventy-two dollars (\$15,972.00) payable in advance.

If the Construction Start Date is on any day other than the anniversary date of the first day of the Term, Rent for the fractions of a year at the beginning and at the end of the year will be adjusted pro rata, on the basis of the actual number of days in such year prior to and after the Construction Start Date.

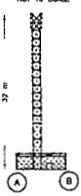
<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Dave Guilbault*

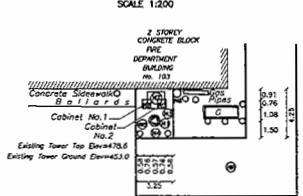
*Mike Givens*

<b>DAVE GUILBAULT FIRE CHIEF</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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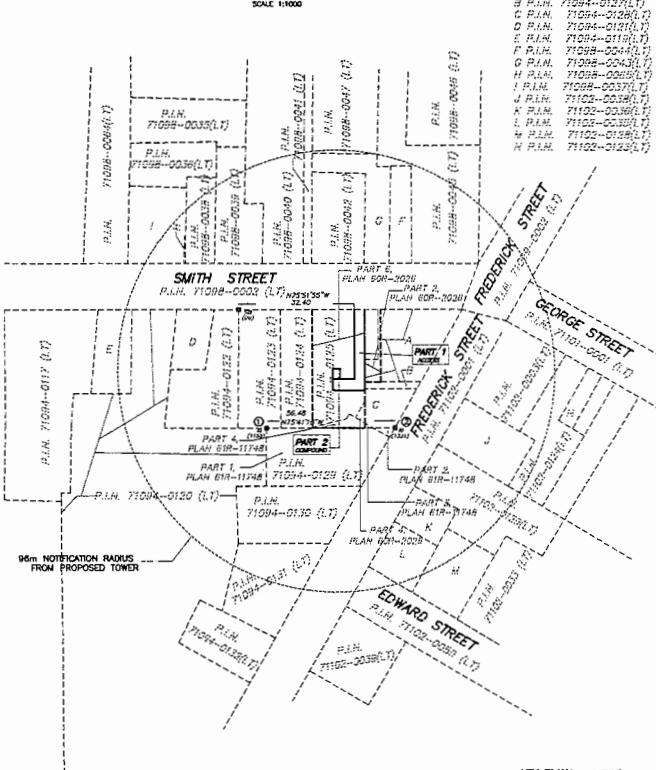
**ELEVATION PLAN**  
NOT TO SCALE



**PROPOSED COMPOUND LAYOUT PLAN**  
SCALE 1:200



**NOTIFICATION RADIUS PLAN**  
SCALE 1:500



- A P.L.N. 71094-0120 (L.T.)
- B P.L.N. 71094-0121 (L.T.)
- C P.L.N. 71094-0122 (L.T.)
- D P.L.N. 71094-0123 (L.T.)
- E P.L.N. 71094-0124 (L.T.)
- F P.L.N. 71094-0125 (L.T.)
- G P.L.N. 71094-0126 (L.T.)
- H P.L.N. 71094-0127 (L.T.)
- I P.L.N. 71094-0128 (L.T.)
- J P.L.N. 71094-0129 (L.T.)
- K P.L.N. 71094-0130 (L.T.)
- L P.L.N. 71094-0131 (L.T.)
- M P.L.N. 71094-0132 (L.T.)
- N P.L.N. 71094-0133 (L.T.)

**SITE PLAN**  
PROPOSED  
TELECOMMUNICATION INSTALLATION  
103 SMITH STREET  
PART OF LOTS 2 AND 3  
CARROLL'S SURVEY  
AND  
PART OF LOT J  
HOLLINGER'S SURVEY  
VILLAGE OF ARTHUR  
TOWNSHIP OF WELLINGTON NORTH  
COUNTY OF WELLINGTON



ALEX MARTON LIMITED  
GRADING LAND SURVEYOR



**METRIC**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

**SCHEDULE**

PART	LOT	SURVEY	P.L.N.	AREA (sq.m)
1	PART OF 2	CARROLL'S SURVEY	71094 - 0120(L.T.)	206
2	3			14

**INTEGRATION NOTE**

BEARINGS SHOWN ARE GRID BEARINGS, AND DERIVED FROM OBSERVED REFERENCE POINTS (ORP'S) 1 AND 2 BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, MAG. NAD 83 (1983 EPOCH).

DISTANCES SHOWN ON THIS PLAN ARE GRID DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE CORRECTED SCALE FACTOR OF 0.99995.

**INTEGRATION DATA**

POINT ID	DESCRIPTION	ELEVATION
ORP 1	4833336.446	537047.330
ORP 2	4833322.478	537101.872

COORDINATE CONTACT BY TELEPHONE, BE USED TO RE-ESTABLISH CORNER OR BENCHMARKS SHOWN ON THIS PLAN.

**ELEVATION NOTE**

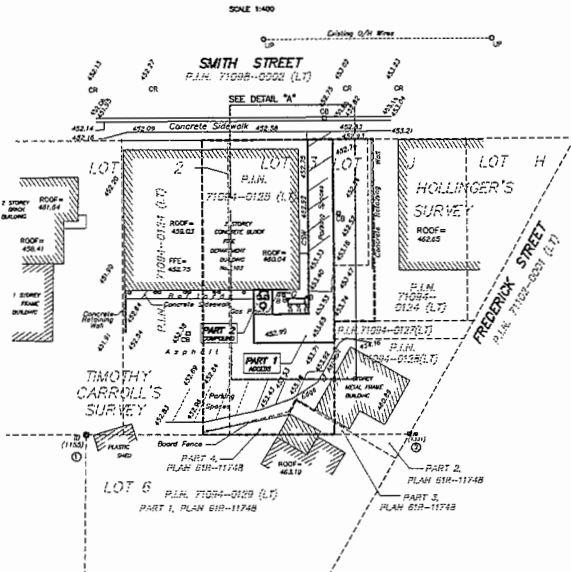
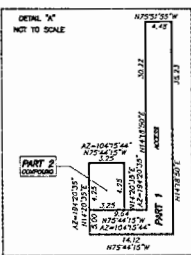
ELEVATIONS SHOWN HEREIN ARE GEODESIC AND ARE REFERRED TO DATUM CANADA 1985 (NAD83).  
MARK: AN ELEVATION OF 464.787 METRES,  
LOCATED ON ONE STORY YELLOW BRICK BUILDING (LIQUOR CONTROL BOARD OF ONTARIO) ON NORTH SIDE OF HWY 9, 243.2 M WEST OF JUNCTION OF HWYS 8 AND 9 IN THE VILLAGE OF ARTHUR, 15.8 M EAST OF WELLINGTON CTY RD 12 AND 22.0 M NORTH OF CENTRELINE OF HWY 9. DIALSET IS SET HORIZONTALLY IN WEST FACE OF CONCRETE FOUNDATION, 70 CM NORTH OF S.W. CORNER AND 4 CM BELOW BRICKWORK.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
1. THE SURVEY WAS COMPLETED ON THE 25TH DAY OF MAY, 2014

DATE: AUGUST 28, 2014  
A. MARTON  
GRADING LAND SURVEYOR

- NOTES**
- (M) PROPOSED LATTICE TRI-POLE. PAINT COLOUR SUBJECT TO ANY CANADA REQUIREMENTS. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PERFORMED SCALE BEFORE.
  - (N) 2 PROPOSED RADIO EQUIPMENT CABINETS ON REINFORCED CONCRETE SLAB.
  - (O) HYDRO CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY.
  - (P) PROPOSED DOLLARDS.
  - (Q) EXISTING ASPHALT TO REMAIN.
  - (R) EXISTING ASPHALT SURFACE TO REMAIN.
  - (S) EXISTING TOWER TO BE REMOVED.
  - (T) METAL LADDER.



SITE DATA	EXISTING	PROPOSED
PROPERTY AREA	\$1.49a	
AREA LOST		16 sq.m.
COMPENSATION (PART 1)		206 sq.m.
TOTAL		220 sq.m.
UNITS		2 PROPOSED RADIO EQUIPMENT CABINETS
HEIGHT OF TOWER		32.00m
SETBACKS		PROPOSED LATTICE TRI-POLE
		FRONT (SMITH STREET)
		REAR (SOUTH)
		SIDE (EAST)
		PROPOSED RADIO EQUIPMENT CABINET NO.1
		FRONT (SMITH STREET)
		REAR (SOUTH)
		SIDE (EAST)
		PROPOSED RADIO EQUIPMENT CABINET NO.2
		FRONT (SMITH STREET)
		REAR (SOUTH)
		SIDE (EAST)



**LEGEND**

- DOLLARDS
- SURVEY MONUMENT FOUND
- IRON NAIL
- STAINLESS IRON NAIL
- BRONZE IRON NAIL
- ALUMINUM SURVEYOR'S MARK
- ALUMINUM SURVEYOR'S MARK
- PROPERTY IDENTIFIER NUMBER
- CONFINING
- UTILITY POLE
- UTILITY POLE
- IDENTIFIER
- CATCH BASIN
- EXISTING DOLLARDS
- EXISTING DOLLARDS
- CONCRETE SIDEWALK
- PROPOSED FLOOR ELEVATION
- ROOF ELEVATION
- ROOF
- ADJUTANT
- ELEVATION ON THE TOP OF CURB
- ELEVATION
- 1:500
- 1:500

AMENDMENTS		
No.	DESCRIPTION	DATE
1	COMPOUND AND ACCESS WAY REVISED	6.10.2014

**Bell** LATITUDE N43°49'56.3"  
LONGITUDE W80°32'18.6"  
ELEVATION 453.0

**SITE: 130 SMITH STREET (W4456)**

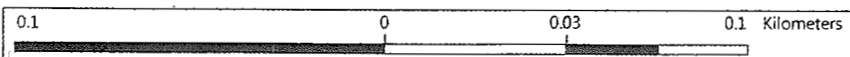
**ALEX MARTON LIMITED**  
ONTARIO LAND SURVEYORS  
180 APPLETONS CRESCENT, SUITE 5,  
CHESHAM, ONTARIO, L4C 4G8  
PHONE: 905-876-8888 FAX: 905-876-8770  
E-MAIL: alex@martonltd.com  
WEBSITE: www.martonltd.com

PARTY ONE: J.A.S. FILE NO.: 2014-1206(M4456)2014  
DRAWN: J.S.L. PLOT SCALE: 1:500  
CHECKED: J.A.M. PROJECT NO.: 2014-1206



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

Notes



0.1



# Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JANUARY 12, 2015**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

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

## RECOMMENDATION

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

## PREVIOUS REPORTS PERTINENT TO THIS MATTER

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

## BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
---------------------	----------------	--------------------	-------------	--------------

Single Family Dwelling	1	160,000.00	2,170.57	14,673.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	0	0.00	0.00	0.00
Garages / Sheds	1	25,000.00	594.16	0.00
Pool Enclosures / Decks	1	8,000.00	177.68	0.00

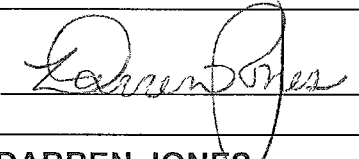

Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	4	860,000.00	7,252.06	0.00
Sewage System	0	0.00	0.00	0.00
Demolition	2	31,000.00	252.00	0.00

Total November 2014	9	1,084,000.00	10,446.47	14,673.00
Total Year to Date 2014	212	18,372,130.00	212,684.51	457,847.36

Total November 2013	13	1,707,900.00	28,521.81	163,121.00
Total Year to Date 2013	232	17,645,670.00	225,742.55	376,859.21

Total November 2012	11	520,746.00	7,121.20	12,000.00
Total Year to Date 2012	241	21,342,426.00	181,333.69	501,035.00

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

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
	
<b>DARREN JONES</b> CHIEF BUILDING OFFICIAL	<b>MICHAEL GIVENS</b> CHIEF ADMINISTRATIVE OFFICER



# Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
WELLINGTON NORTH COUNCIL MEETING December 15th, 2014**

**FROM: APRIL MARSHALL & DALE SMALL  
ECONOMIC DEVELOPMENT OFFICE**

**SUBJECT: November 19<sup>th</sup> Economic Development Committee Meeting**

## RECOMMENDATION

**THAT** the Economic Development Office report dated December 15<sup>th</sup>, 2014 with regards to the Economic Development Committee Meeting of November 19<sup>th</sup> 2014 be received.

**AND FURTHER THAT** the council of the Township of Wellington North also receive the following reports for information:

- Wellington North Health Professional Recruitment Committee update of November 19<sup>th</sup>, 2014
- Business Economic Manager 2014 Year in Review
- Tourism Marketing & Promotion Manager 2014 Year in Review
- 2015 Economic Development Committee Meeting Schedule

## PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

## BACKGROUND

The November 19<sup>th</sup> 2014 Economic Development Committee Meeting did not have the required amount of members in attendance for quorum; however, we continued with the meeting, as a delegation was scheduled to provide a presentation. As no business could be conducted at the meeting we have prepared this report to council for your information. A brief overview follows:

- 1. DELEGATIONS AND PRESENTATIONS:** Alison Armstrong, North Wellington Health Care and Suzanne Trivers, Mount Forest Family Health Team provided the committee with an update from the *Wellington North Health Professional Recruitment Committee*. Copies of the report were provided to each committee member and one is also attached to this report. Similar to previous years Wellington North is being asked to continue with our funding support in the amount of \$10,000.00. Councilor Dan Yake who sits on this committee on behalf of the Municipality expressed his continued support to the committee and thanked them for their update. Similar to previous years this funding request is included in the Economic Development Committee budget and a decision will be made by council as part of the annual budget process.



# Township of Wellington North

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

2. **BUSINESS ECONOMIC MANAGER UPDATE:** Dale provided the committee with two updates. One was the *County of Wellington Economic July 2014 update* which was prepared earlier this year for Standard and Poor as part of the annual Credit Rating process. A copy of this report was provided to all committee members in attendance at the meeting. If anyone who was unable to attend the meeting, would like a copy, one can be obtained for you.

Dale also reviewed the Economic Development Office Mandate & current areas of focus, as well as, provided a *2014 Year in Review* on the various programs. A copy of this report is attached.

3. **TOURISM, MARKETING & PROMOTION MANAGER UPDATE:** April Marshall also provided the committee with a *2014 Year in Review* update on the various Tourism, Marketing & Promotions programs. A copy of the report is attached.

4. **2015 ECONOMIC DEVELOPMENT COMMITTEE MEETING SCHEDULE:** In 2014, including joint meetings with the Town of Minto and Township of Mapleton, the Economic Development Committee met eight times. In 2015 a similar schedule is being recommended:

January 21 <sup>st</sup> ,	February 18 <sup>th</sup> ,	April 15 <sup>th</sup> ,	May 20 <sup>th</sup> ,
June 17 <sup>th</sup> ,	August 19 <sup>th</sup> ,	Sept 16 <sup>th</sup> ,	Nov 18 <sup>th</sup> ,

- No meeting in March as Wellington North Showcase is scheduled for March 30<sup>th</sup> & 31<sup>st</sup>.
- No meeting in October as we plan to host Manufacturing Day/Small Business Week activities.
- April and September dates could potentially be joint meetings with Minto and Mapleton

**PREPARED BY:**

**RECOMMENDED BY:**

**APRIL MARSHALL & DALE SMALL**

**MIKE GIVENS**

**ECONOMIC DEVELOPMENT OFFICE**

**CHIEF ADMINISTRATIVE OFFICER**





**WELLINGTON NORTH HEALTH PROFESSIONAL RECRUITMENT COMMITTEE**  
c/o North Wellington Health Care, 500 Whites Road, Palmerston, ON N0G 2P0

Wednesday, November 19, 2014

Dale Small  
Business Economic Manager  
Township of Wellington North  
Box 125, 7490 Sideroad 7 West  
Kenilworth, ON N0G 2E0

Dear Dale:

On behalf of the Mount Forest and Area Health Professional Recruitment Committee, I would like to thank you for your continued support of our health care professional recruitment efforts in this area. With the past financial assistance from Wellington North, the Health Professional Recruitment Committee was able to successfully market and promote our community in 2014 as an excellent place to learn and practice health care.

We are aware of a local physician who is thinking about transitioning to retirement. Our focus over the past year is to find a good fit to take over the family physician's practice and, at the same time, provide Emergency Department, Inpatient and Obstetrical care to the hospital. Coupled with this is our continued focus on recruiting for an additional physician in Arthur. Competition for a limited supply of rural physicians and other health care professionals continues to be strong. Without continued successful recruitment, the shortage of family physicians threatens not only the health and well being of the residents of our communities, but also our communities' potential for growth. Having good access to primary care providers in a community is an important indicator of the overall economic viability and health of a community. Wellington North clearly understands this relationship given its past interest and investments in recruitment efforts and clinic infrastructure.

MORE.../2

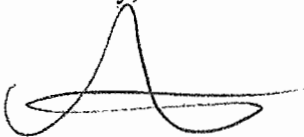
In addition, you will be interested to know that the Mount Forest Family Health Team (FHT) employs a team of health professionals providing a full range of primary health care to the residents of Mount Forest and surrounding areas. For example, Nurse Practitioners in our FHT work to a full scope of practice where they independently assess and diagnose, order and interpret diagnostic tests, prescribe medications and treatments and perform procedures. The main challenge faced when recruiting for these positions is better compensation and benefit packages available from employers in adjacent urban centres including hospitals, community care access centres and long-term care homes. This places increased pressure on our local FHTs to retain these skilled staff in our rural communities. Our attention is also focused on developing recruitment and retention strategies to attract all levels of health care staff to our communities.

The attached summary provides an update of the current strategies that we have in place. These strategies have been guided by input and support from the Mount Forest and Area Recruitment Committee. Funding that we receive from the Municipality allows us to continue to implement these successful recruitment strategies.

It is our sincere hope that Wellington North will continue to provide \$10,000 financial support in 2015 for health professional recruitment efforts. Without your support, we will not be successful.

Should you have any questions you may reach me at the Family Health Team Office (519-323-0255 ext 5004). Alison Armstrong and I would be pleased to attend an Economic Development Committee meeting if you would find that helpful.

Sincerely,

A handwritten signature in black ink, appearing to read 'Suzanne Trivers', with a large, stylized flourish at the end.

Suzanne Trivers,  
Chair, Mount Forest and Area Health Professional Recruitment Committee.

c.c.: Alison Armstrong, Health Care Recruiter, North Wellington Health Care.

c.c.: Michael Givens, CAO Clerk, Wellington North.

## **Recruitment Strategies for Rural Family Physicians to the Wellington North Area**

The goal of recruitment strategies in Wellington North is to focus our energies on significantly increasing the number of medical students, residents, interns and practicing physicians interested in exploring what our area has to offer, both in terms of work and leisure. We need to continue to put Wellington North on the map as a great place to live and work. While there are no guarantees when it comes to physician recruitment, we do know that the more interest and positive experiences we generate, the greater the odds of recruiting.

Recruitment energy has been focused on the following strategies:

### ➤ **TARGETING MEDICAL TRAINEES TO OFFER A RURAL EXPERIENCE**

Education is the key to solving the problem of recruitment and retention of rural physicians. Appropriate education involves ongoing training suitable for practice in rural areas, from undergraduate medical school and into practice, to meet the needs of rural areas and to meet the educational needs of rural doctors. Providing learning experiences for medical students in rural settings increases interest in and understanding of rural practice. Students go back to their main campus and tell other students about their experiences. Over the past year, we have worked closely with medical schools and the hard work paid off as we had 23 medical students living and working in the Wellington North area.

Medical Residents are in their final years of training and are starting to look for places to live and work. They are also licensed physicians and, as such, are able to help provide care to our patients with the support and mentorship of our local physicians. Dr. Chris Rowley and Dr. John Reaume have increased the number of Residents they will mentor to assist with this goal. This will give potential recruits an excellent opportunity to get to know our community and health care system at the right time in their training to support successful recruitment as some of our physicians begin to look toward retirement

### ➤ **PARTICIPATING IN RURAL MEDICINE DAY AND HOSTING A RURAL RESIDENTS RETREAT**

Mount Forest successfully offered a unique learning opportunity to 20 first year McMaster Medical students on January 18<sup>th</sup>, 2014 at Rural Medicine Day. This event has become so popular at McMaster that there were over 70 people trying to sign-up for the 20 available spots. This event is a one day, hands-on learning opportunity for first year medical students and four local Wellington Heights high school students. For most of the students this is their first opportunity to try minor procedures such as suturing, intubation, and casting. The day is rolled out with clinic based teaching in the morning and social/community events in the afternoon and evening.

Mount Forest took the opportunity to showcase some of the unique features of the area by having students meet a local Mennonite Family and providing dinner catered by a local company. Many of the students who participated in the skills day expressed interest in returning to complete longer electives in the area – which we accommodate throughout the year.

Similar to Rural Skills Day, Mount Forest was host to McMaster Medical Residents on October 3<sup>rd</sup> to attend a full day retreat at the Mount Forest and District Sports Complex. The Rural Residents came from across Ontario. Residents participated in advanced clinical sessions taught by our very own local physicians and also participated in an Archery lesson offered by Dr. Babey.

➤ **MARKETING INITIATIVES**

We continue to benefit from the investment made in our recruitment marketing materials (website/booth displays/brochures) targeting young physicians and nurses. The materials promote Wellington North as a place to live and work that offers rural comforts with close proximity to urban centres, along with plenty of recreational opportunities. Traffic and interest in our recruitment website [wellingtonhealthcarerecruitment.ca](http://wellingtonhealthcarerecruitment.ca) continues to grow and has resulted in new hospital hires, requests from physicians to visit our area, and student placements. From January 1, 2014 to November 15, 2014 we have had 82,642 hits on the recruitment website.

➤ **PROMOTING AND COORDINATING COMMUNITY SITE VISITS**

Hosting prospective applicants is an important strategy used in health care recruitment. Over the past year, interested applicants and their spouses have been welcomed to our communities. This allows us to showcase the living and working opportunities throughout Wellington North.

➤ **INCREASING LOCUM OPPORTUNITIES**

A locum doctor is a physician holding a temporary job at a medical facility or medical office. New physician graduates will often want to try out a community by providing locum coverage. For those physicians interested in our community, and not ready to set up a practice, we encourage them to do a locum. The goal of increasing the number of locum experiences in Wellington North is to increase the odds a physician will want to stay and work in our area.

➤ ARTHUR INITIATIVES

There are currently 5 patients from the Arthur area on a physician wait list. Dr. Landoni continues to accept patients who have an Arthur address/ postal code. We continue to recruit for physicians to join the Arthur Medical Clinic having placed medical students/residents with Dr. Landoni. It is important to ensure we find the right match for Dr. Landoni's practice style and clinic.

➤ WHO WE ARE

The Mount Forest and Area Health Professional Recruitment Committee was created as a strategy to enhance the recruitment of doctors and other health care professionals to the Wellington North area.

The Committee consists of the following members:

- Suzanne Trivers, Executive Director Mount Forest Family Health Team and Chair of the Mount Forest and Area Health Care Recruitment Committee
- Dr. John Reaume, Mount Forest Physician
- Dan Yake, Wellington North Councilor
- Patti-Jo McLellan-Shaw, NWHC Board Member
- Bob Becker, NWHC Board Member
- Mayor Brian Milne, Southgate
- Jerome Quenneville, President and CEO, North Wellington Health Care
- Alison Armstrong, Recruiter, Health Care Professionals

The Committee meets quarterly to review recruitment strategies, monitor progress, identify gaps and develop strategies to meet these gaps. The Committee's work has become even more important as we face the reality of future physician retirements.



# Township of Wellington North

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

## **BUSINESS ECONOMIC MANAGER ECONOMIC DEVELOPMENT OFFICE 2014 YEAR IN REVIEW**

**MANDATE & AREAS OF FOCUS:** The current mandate of the Economic Development Committee, as approved by Wellington North council, is to *promote economic growth through the development of the business base including agriculture, in order to enhance and create new sustainable opportunities.*

Upon completion of the Wellington County Economic Development Strategic Plan in 2013, this committee reviewed our areas of focus to ensure they were consistent with the County-Wide plan and on April 22<sup>nd</sup>, 2013 Wellington North council approved the following priorities for the Economic Development office:

- Business Retention & Expansion
- Downtown Revitalization
- Land Development
- Professional Medical Recruitment
- Rural Revitalization
- Tourism, Marketing & Promotion
- Workforce Development Recruitment and Attraction

### **GOVERNANCE/ECONOMIC DEVELOPMENT COMMITTEE STRUCTURE:**

The Economic Development Committee meets on the third Wednesday of most months and consists of:

Chair:	Councilor Dan Yake as appointed by council and reviewed annually	
Elected officials:	All members of council	
Public Members:	June 2007:	Al Rawlins & Jim Taylor
	Nov. 2009:	Stephen Dineen
	May 2011:	Tim Boggs, Shep Shepetunko & Shawn McLeod
Staff:	Dale Small:	Business Economic Manager,
	April Marshall:	Tourism, Marketing & Promotions Manager,
	Michelle Stone:	Administrative Support

Public member involvement has been very high and a key to the success of our committee and programs.

### **2015 ECONOMIC DEVELOPMENT COMMITTEE MEETING SCHEDULE:**

In 2014, including joint meetings with the Town of Minto and Township of Mapleton, the Economic Development Committee met eight times. In 2015 we are recommending a similar schedule as follows:

January 21 <sup>st</sup>	February 18 <sup>th</sup>	April 15 <sup>th</sup>
May 20 <sup>th</sup>	June 17 <sup>th</sup>	August 19 <sup>th</sup>
September 16 <sup>th</sup>	November 18 <sup>th</sup>	

- No meeting in March as Wellington North Showcase is scheduled for March 30<sup>th</sup> & 31<sup>st</sup>.
- No meeting in October as we plan to host Manufacturing Day/Small Business Week activities.
- April and September dates could potentially be joint meetings with Minto and Mapleton



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## Economic Development Officer: 2014 Overview Priorities and Programs

### 1. Economic Development Budget

- 2014 Budget reflected revenue of \$17.8M and expense of \$163.4M for a net expenditure of \$145.6M which, was 2.0% lower than 2013 budget. Current forecast is to be on plan.
- During the year revenue of \$25,000 was received from the County to assist with the implementation of our B.R. & E. initiatives. Of this amount we anticipate \$8.0M - \$10.0M will be transferred to 2015.

### 2. Business Retention & Expansion Program

- Our **Business Retention & Expansion Program** is a community-based economic development strategy with a focus on “taking care of, nurturing and supporting” businesses already in the community. In 2010-2011 our efforts focused on the Construction and Industrial Sectors and in 2011 we focused on the Retail Sector. In 2013 - 2014 we completed our county-wide B.R. & E. program with the Manufacturing, Agriculture, Health Care and Creative Sectors.
- In 2014 this Committee and Wellington North council received two reports on this program.
  - April 28<sup>th</sup> communicating the results of the program
    - Our County EDO provided an overview of the countywide results
    - Wellington North results were provided by myself
  - July 14<sup>th</sup> outlining what programs the county BR&E funding would be used for
    - Extension of the Community Improvement Program boundary to include Kenilworth
    - Completion of a Wellington North Signage/Wayfinding Strategic Plan
    - Renew Wellington North
- A good part of our efforts in 2015 will be to implement the recommendations coming out of these findings both at a County and Wellington North level.
- Other initiatives included in our B.R. & E. program were initiatives such as:
  - Financial contribution to the Chamber of Commerce Business, Community & Visitor’s Guide
  - 5<sup>th</sup> annual Showcase Wellington North was once again a huge success and plans are underway for the event next year in Mount Forest on March 30<sup>th</sup> & 31<sup>st</sup>.
  - Mayor’s Breakfast Series Program was completed in 2014. In total we held six Mayor’s Breakfasts with over 400 attendees
- Business Retention & Expansion is not a “one-time” project or focus. It needs to be an on-going process and one that gets institutionalized into our way of operating in Wellington North.

### 3. Downtown Revitalization

- The major focus of our efforts for Downtown Revitalization is the ongoing implementation of our **Community Improvement Program**, approved by Wellington North council on May 7th, 2012.
- To date 17 applications have been approved under this program resulting in \$160,000 worth of improvements being made to our Downtown’s. Of this total approx 26% has come from the Community Improvement Program and the remaining 74% from the applicants.
- In 2013 our application for a broadcasting license for **Saugeen Community Radio** was approved by the CRTC. In 2014 our efforts focused on establishing a Board of Directors, securing the Broadcast Tower and obtaining \$68,500 in Trillium funding. With the Board in place Municipal involvement has become much less as we look to the Community, local Business and Bluewater Radio to become more involved and take over operation of the Station.



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## 4. Land Development:

- Focus has been on a balanced growth strategy and in 2014 we completed a Residential, Commercial and Industrial Land Development program consistent with the Provincial Places to Grow Plan and the County Official Plan. An Industrial Land Guide has also been prepared and published that inventories all Industrial Land and outlines the seven elements of the Wellington North Industrial Land Strategy. Additionally Municipally owned Industrial Land has also been placed on the county web-site with the hope of attracting more attention:
  - From a **Residential Supply** perspective we are well positioned to meet the forecast growth target of 1,410 units through to 2031. All areas of the Township have sufficient supply however our current annual growth rate is not at the level required to meet these targets.
  - From a **Commercial Supply** perspective we are also fairly well positioned to accommodate the forecast commercial employment growth of 423 jobs through to 2031.
    - Mount Forest has supply of 29.4 acres predominantly located in three primary developments (Avila, Trenwith & ECL/Sobey's)
    - Arthur has a supply of 8.6 acres. One recently developed at 109 & 6 has some availability and the other one east of 109 and 6 that has some servicing issues.
    - Riverstown has no supply of Highway Commercial however does have a good supply of Rural Industrial.
  - From an **Industrial Supply** we also have a sufficient supply of designated Industrial Land to meet the forecast Industrial employment growth of 673 jobs. Of the 329.9 acres of designated industrial land:
    - 15% - 20% is serviced or has services close by
    - 4 lots totaling 10.5 acres is municipally owned
    - a significant amount of land is currently being used for Agriculture purposes and may be difficult to service or acquire.
- In 2014 some progress was made with various land owners/developers:
  - Avila Investments held a Public Meeting in April for their planned subdivision in Mount Forest consisting of 231 single detached, 180 semi-detached/Townhouse units & 2 Commercial Blocks
  - Trenwith Investments have had some interest in their property at Cork & Queen Street
  - Reeves Luca Subdivision had a Public Meeting in June with 31 units to be built
  - Preston Park Townhouse Project in Arthur is underway with 45 units planned
  - East Ridge Landing Phase 2 is underway in Arthur with 16 more single detached units
- From an Economic Development perspective we have three major challenges effecting our Commercial and Industrial growth. These challenges were raised during the BR&E interviews, are well known by staff and council and will be the focus of ongoing attention in 2015:
  - Capacity issues at Arthur Waste Water Treatment Plant
  - Commercial & Industrial Development Charges
  - Lack of available workforce

## 5. Professional Medical Recruitment

- Our involvement here is in two ways; representation on the Arthur/Groves Recruitment Committee and Mount Forest and Area Recruitment Committee. Councilor Dan Yake is our representative.
- We also receive regular updates, like the one earlier this evening, from the recruitment teams and the annual request for Municipal Funding is included in the Economic Development Committee budget.





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- The Health Care sector represents 10.2% of the employment in Wellington North and having a strong vibrant Health Care sector is critical for future economic development growth. The recent Provincial and County funding for the Hospital expansion in Mount Forest is a positive sign.
- In 2015 our efforts will continue to be focused on Physician Recruitment as well as supporting other potential development activities to further grow this sector.

## 6. Rural Revitalization

- Council’s resolution in late 2013 to be a non-willing host combined with the Provincial election resulted in little movement on our **Wind Energy Program** in 2014. RES Canada continue to be in our community however at the present time are not active as far as I’m aware. The Health Canada study that was recently delivered will no doubt add little to the continuing debate on the effects of turbines.
- From a **Municipal Solar Program** perspective we have had discussions with three companies and proposals from two. Should we decide to move forward we intend to use the same company as the Town of Minto has contracted. On August 29<sup>th</sup> the OPA was directed by the Minister of Energy to extend the FIT 3.0 procurement and allocate up to 100MW to the current FIT Procurement Target. This means that the next application period is not expected to open before 2015. Should we decide to move forward a proposal will come to EDC and then council sometime in 2015.

## 7. Tourism, Marketing & Promotion

- Refer update from April

## 8. Workforce Development Recruitment and Attraction

- From our B.R. & E. program the number one concern in most sectors, county-wide, is the lack of skilled labour available for hire. The Waterloo Wellington Workforce Planning Board was engaged to lead this program and earlier this month we received their report. (copy available upon request)
- Our unemployment rate of 3.8% is consistent with the County average and is one of the Main reasons that **workforce development and attraction** needs to be a continued major focus for the County and Wellington North. This includes:
  - Support to the October 3<sup>rd</sup> Manufacturing day and tours to Wellington North
  - Encourage developers to build more affordable housing to attract workers
  - Support countywide rural transportation initiatives
  - Develop a program to encourage young professionals to come back to the County
  - Continue to push for the creation of a countywide job portal to post local job listings
  - Explore commuting patterns. W.N. has the lowest % of residents in the County who commute out for employment however it is still high at 45.4%.
- Some interesting employment statistics for Wellington North in comparison to overall County:

### Employment Highlights

### County Rank

Total # of jobs have increased by 502 in the past two years (1,596 countywide)  
 20% of Wellington County businesses, (1,551) are located in Wellington North  
 21% of self-employed businesses (995) are located in Wellington North  
 16.5% of employment, (6,360 jobs) are located in Wellington North

1<sup>st</sup>  
 3<sup>rd</sup>  
 1<sup>st</sup>  
 3<sup>rd</sup>

# TOURISM, MARKETING & PROMOTION MANAGER UPDATE

Economic Development Committee  
2014 Overview Priorities and Programs  
November 19, 2014

# SIMPLY EXPLORE FEATURING THE BUTTER TART TRAIL TOURISM BROCHURE

- HIGHLIGHTS:
  - EVENTS & ATTRACTIONS
  - ACCOMMODATIONS
  - CULINARY EXPERIENCES
  - SHOPPING EXPERIENCES
  - YOUR PREMIERE FASHION DESTINATION
  - HORTICULTURAL TRAIL — WITH 4 PARTICIPANTS
  - THE BUTTER TART TRAIL — WITH 16 PARTICIPANTS
- GARNERED \$5,963.00 IN REVENUE
- 10,000 PRINTS
- BUSINESSES CONTINUE TO DEVELOP NEW PRODUCT SO THAT THEY CAN BE INCLUDED ON THE TRAIL
- SEVERAL INQUIRIES ARE RECEIVED THROUGHOUT THE YEAR FROM BUSINESS OUT OF AREA REQUESTING TO BE PART OF THE TRAIL

# THE BUTTER TART TRAIL

NOTABLE  
MENTIONS:

ATTENDED  
#DISCOVERON  
EVENT WITH OTHER  
BUTTER TART HEAVY  
HITTERS IN ONTARIO

CANADIAN LIVING  
FEATURE JULY 2014

NOTED IN TOP 12  
AUTUMN GETAWAYS  
BY CLEVELAND  
MAGAZINE.COM

ONTARIO CULINARY  
TOURISM  
EXPERIENCE OF THE  
YEAR 2014

- GREAT REPRESENTATION BY OUR PARTNERS THIS YEAR AT THE SPRING AND FALL COTTAGE LIFE SHOW; ONTARIO'S BEST BUTTER TART FESTIVAL; MOUNT FOREST FIREWORKS FESTIVAL AND ROYAL CANADIAN WINTER FAIR
- PARTICIPATING SITES CAN CONTRIBUTE A FEW HUNDRED ADDITIONAL CUSTOMERS COMING THROUGH THEIR DOORS THROUGH SPRING, SUMMER AND FALL MONTHS.
- BUTTER TART BAKERS SAW A LARGE INFLUX IN BUSINESS FROM THE ADDITIONAL MEDIA COVERAGE – SOME WEEKS SAW SALES OF TARTS WERE IN THE THOUSANDS!

# WEBSITE AND SOCIAL MEDIA OUTLETS



[WWW.SIMPLYEXPLORE.CA](http://WWW.SIMPLYEXPLORE.CA)

REPORTS FROM THE PAST YEAR

**37,486 VISITS** (AVG 2883/MONTH) 53,249 PAGE VIEWS

## TOP COUNTRIES

16,749 VISITS FROM CANADA – **TOP 10 CITIES:** TORONTO, KITCHENER, MISSISSAUGA, HAMILTON, OTTAWA, LONDON, GUELPH, FREDERICTON, ETOBICOKE, OAKVILLE  
7,575 VISITS FROM UNITED STATES - 5,518 VISITS FROM UKRAINE - 1,881 VISITS FROM CHINA - 773 VISITS FROM GERMANY

**33,563 UNIQUE VISITS** (2581/MONTH)

**TOP REFERRALS:** FESTIVALS & EVENTS ONTARIO; WELLINGTON-NORTH; BING

**TOP SOURCES:** 13,747 REFERRALS; 15,253 UNIQUE

**TOP 5 SEARCH PHRASES:** BUTTER TART TRAIL; FUR & FEATHER SHOW; MOUNT FOREST FUR & FEATHER SHOW; BUTTER TART TRAIL ONTARIO; BUTTER TARTS

## FACEBOOK

**219 TOTAL PAGE LIKES**

**80% FEMALE 17% MALE**

**32% FROM WELLINGTON**

**NORTH**

**+ 85 ADDITIONAL BUTTER TART TRAIL LIKES**

**305 FOLLOWERS ON TWITTER**

# ARTHUR & MOUNT FOREST TAYLORED PROMOTIONS

- 'MOST PATRIOTIC' SEARCH IN ARTHUR
- In conjunction with Art in the Street and Canada Day we held the 2<sup>nd</sup> annual 'Most Patriotic' search contest. This contest requested that businesses and residents decorate their store and home fronts in a patriotic theme. Judging took place the morning of June 27<sup>th</sup>, with the winners being announced at Art in the Street. Advertising packages were coordinated for the business winners and Wellington North Prize was given to the residential winners.
- #MYFIREWORKSWEEKEND
- In conjunction with the Mount Forest Fireworks Festival, we ran a social media contest requesting residents and businesses share what they like to do with their family and friends during the festival weekend by sharing photos. Businesses were encouraged to share their promotions and customer experiences. A unique hash tag #myfireworksweekend was created for use on Twitter and Instagram. Prizes were drawn and awarded for those that participated.

## RURAL REVITALIZATION

### WELLINGTON NORTH CULTURAL ROUNDTABLE

- THE CULTURAL ROUNDTABLE WAS ESTABLISHED AND WORKS TO FURTHER ENHANCE THE GOALS AND ACTION ITEMS IDENTIFIED IN WELLINGTON NORTH'S MUNICIPAL CULTURAL PLAN
- KEY PRIORITIES IDENTIFIED FOR 2014 WERE COMPLETED: ESTABLISH THE CULTURAL ROUNDTABLE; ESTABLISH AN INTERACTIVE WEB-BASED CULTURAL MAP FOR WELLINGTON NORTH; ESTABLISH A PERMANENT FARMERS' MARKET AND PROMOTE LOCAL FOOD; ESTABLISH A WELLINGTON NORTH DOORS OPEN AND CULTURE DAYS EVENT

# RURAL REVITALIZATION DOORS OPEN WELLINGTON NORTH

RANKED #6 IN THE  
CULTURE DAYS  
RURAL TOP 10 CITIES  
2014

VISITORS CAME AS  
FAR AWAY AS  
MONCTON, NB;  
SUDBURY; TORONTO,  
GUELPH AND  
STRATFORD, PLUS  
MANY LOCAL  
TOURISTS

SOME VISITORS  
INQUIRED WITH  
SITES ABOUT  
MOVING TO  
WELLINGTON  
NORTH!

- FEEDBACK FROM THE EVENT IS VERY POSITIVE! PARTICIPATING SITES, VISITORS AND MEDIA THOROUGHLY ENJOYED THE EXPERIENCE AND LOOK FORWARD TO NEXT YEAR
- 19 SITES PARTICIPATED THROUGHOUT WELLINGTON NORTH
- THERE WERE 598 TOTAL VISITS RECORDED AT THE SITES
- A TOTAL OF 79 VOLUNTEERS ACTED ON THE ORGANIZING COMMITTEES, COMMITTING 578 COMBINED HOURS



# RURAL REVITALIZATION WELLINGTON NORTH FARMERS' MARKET

## VENDOR SURVEY RESULTS:

### OVERALL IMPRESSION:

Excellent: 16%

Good: 33%

Okay: 50%

### SALES VS COMMITMENT:

Surpassed expectations: 16%

Break Even: 50%

Loss: 33%

### PLAN TO PARTICIPATE IN 2015:

Yes: 50%

No: 16%

Maybe: 33%

83% are satisfied with the length of the season

100% want the hours shortened

- OVERALL IMPRESSIONS OF OUR FIRST YEAR ARE POSITIVE
- ON AVERAGE, 10 VENDORS AND 100 VISITORS ATTENDED A WEEK
- \$1,810.00 WAS COLLECTED IN VENDOR FEES; ALL MONIES WERE DIRECTLY PUT BACK INTO ADVERTISING
- DIRECT COSTS TO RUN THE MARKET ARE VERY LOW: INSURANCE & SOME STAFF TIME.
- HUGE THANK YOU TO PASTOR HARRY ENGEL AND THE VICTORY CHURCH FOR BEING A MAJOR SPONSOR AND ACTING AS MARKET MANAGER
- OTHER MARKET SPONSORS: PRINT ONE, MARCC SIGNS, ARTHUR AND MOUNT FOREST CHAMBER OF COMMERCE, TASTE REAL

# RURAL REVITALIZATION TASTE REAL

- LOCAL FOOD EVENTS
  - SOURCE IT HERE
  - SPRING RURAL ROMP (NORTHERN WELLINGTON)
  - LOCAL FOOD FEST
  - FARMALICIOUS
  - FIELD DINNER
  - FALL RURAL ROMP (SOUTHERN WELLINGTON)
- MEMBERSHIP TO THE PROGRAM CONTINUES TO GROW THROUGH THE COUNTY AS A WHOLE.
- PRODUCTION OF THE GUELPH WELLINGTON LOCAL FOOD MAP
- WELLINGTON NORTH PARTICIPATION GREW TO A TOTAL OF 6
- NEW WEBSITE DESIGN WAS LAUNCHED

# WORKFORCE DEVELOPMENT RECRUITMENT AND ATTRACTION NORTHERN WELLINGTON YOUNG PROFESSIONALS

Join us for an evening with **Gerry Visca** *The Why Guy*

*"Gerry exists to creatively inspire people and their passions to action"*

Hosted by Northern Wellington Young Professionals

Recognized Internationally as Canada's Creative Coach, Gerry Visca is the founder of the global Defenders' movement that is fast becoming one of the world's top inspirational movements impacting 1 million people across 33 countries. Gerry has published 13 books. Fortune 500 companies seek Gerry out for his intensive programs that rivet delegates to THINK DIFFERENT, THRIVE and CREATE extraordinary and fresh way of thinking through WHY Branding.

**November 27, 2014**  
 Location: Mount Forest & District Sports Complex  
 Doors Open at 6:00 pm • Presentation at 6:45 pm  
 Book Signing and Networking 8:00 - 9:00 pm  
 Hot & Light Hors D'Oeuvres and Refreshments

Tickets can be purchased at:		\$25.00
Harriston	Launch It 519-510-7400	for Partnering Chamber Members
Mount Forest	Mount Forest Chamber of Commerce 519-323-4480	\$30.00
Arthur	The Plumbers Wife	for Non Partnering Chamber Members
Mapleton	à la mode in Drayton	

Supported by:

Supported by Municipalities of:

Corporate Sponsors:

Media Sponsors:

- A STRONG PARTENRSHIP HAS DEVELOPED WITH MINTO, MAPLETON, WELLINGTON NORTH, ARTHUR & MOUNT FOREST CHAMBER OF COMMERCE AND MINTO CHAMBER OF COMMERCE TO ADVANCE SUPORTING YOUNG PROFESSIONAL DEVELOPMENT
- AN EVENING WITH GERRY VISCA KICKS-OFF THE NETWORKS SERIES OF PLANS TO FURTHER ENHANCE AND ENGAGE BEING A YOUNG PROFESSIONL IN NORTHERN WELLINGTON

# LOOKING AHEAD TO 2015

- TOURISM MARKETING & PROMOTIONS:
  - CONTINUE TO FURTHER DEVELOP AND SUPPORT THE SIMPLY EXPLORE FEATURING THE BUTTER TART TRAIL PROGRAM
  - PUT AN EMPHASIS ON EDUCATING PARTNERS TO ENSURE MARKET READINESS
  - FURTHER ENGAGE AND PARTNER WITH ARTHUR AND MOUNT FOREST DOWNTOWNS TO PROMOTE BRANDS, EVENTS AND BUSINESS
- RURAL REVITALIZATION
  - FARMERS' MARKET SECOND SEASON
  - PARTNER WITH MINTO AND MAPLETON TO PROMOTE SUGGESTED CYCLE ROUTES
  - DEVELOPMENT OF A TASTE TRAIL VIA TASTE REAL
  - FURTHER ENHANCE CULTURAL PLAN INITIATIVES THROUGH THE CULTURAL ROUNDTABLE
    - CREATION OF AN OFFICAL COMMITTEE OF COUNCIL



# Township of Wellington North

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF December 15, 2014**

**FROM: Paul Dowber  
Treasurer**

**SUBJECT: TREASURER'S REPORT TR2014-12  
Ontario Community Infrastructure Fund – Formula-Based Municipal Funding  
Agreement**

## RECOMMENDATION

THAT the Council of the Township of Wellington North adopts the Municipal Funding Agreement for the Ontario Community Infrastructure Fund – Formula Based Component;

AND FURTHER THAT the Council of the Township of Wellington North authorize and direct the Mayor and Clerk to execute a contribution agreement with Her Majesty the Queen in Right of Ontario for the Ontario Community Infrastructure Fund-Formula-based Component.

## REPORTS PERTINENT TO THIS MATTER

TR2014-09 OCIF SCF Funding

## BACKGROUND

On August 25, 2014 Brent Kennedy, Director of the Rural Programs branch of the Ministry of Agriculture, Food and Rural Affairs announced OCIF and SCF funding. These funding sources are designed to help municipalities support the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities.

On October 8, 2014 Joel Locklin, Manager of Program Operations confirmed the eligibility of the Township of Wellington North for the OCIF- Formula-Based funding. The Township will be receiving \$294,841.00 per year from 2015-2017. The funding will be distributed as follows:

Funding Year	January - March	April - June	July - September	Total
2015	73,710	73,710	147,421	294,841
2016	73,710	73,710	147,421	294,841
2017	73,710	73,710	147,421	294,841

Grants must be spent on:

- Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets (roads, bridges, water and wastewater, including both sanitary and storm-water facilities); and/or
- The development and implementation of asset management plans (software, training, inspections etc.)

Ineligible costs include:

- Growth-related expansion projects
- Land acquisition
- Leasing of land, buildings and other facilities
- Finance charges
- Legal fees
- Costs of completing EOI for OCIF or SCF

The Township will be required to submit a comprehensive asset management plan and annual reports identifying how the funds were spent within the context of their asset management plan. Municipalities have one calendar year to spend the funds on eligible expenditures.

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



# Township of Wellington North

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**TO:** MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 15, 2014

**FROM:** Paul Dowber  
Treasurer

**SUBJECT:** TREASURER'S REPORT TR2014-14  
Small Community Fund and Ontario Community  
Infrastructure Fund Application

## RECOMMENDATION

THAT the Council of the Township of Wellington North receive for information the report from the Treasurer with regard to the Ontario Community Infrastructure Fund-Application Based Component(OCIF)/Small Communities Fund (SCF);

AND FURTHER THAT the Council of the Township of Wellington North supports and authorizes the Treasurer to complete and submit the applications for the OCIF and SCF funds by the December 19, 2014 deadline.

## PREVIOUS REPORTS PERTINENT TO THIS MATTER

TR2014-09 OCIF SCF Funding, September 8, 2014

## BACKGROUND

On August 25, 2014 Brent Kennedy, Director of the Rural Programs branch of the Ministry of Agriculture, Food and Rural Affairs announced OCIF and SCF funding. These funding sources are designed to help municipalities support the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities.

On November 6, 2014, Joel Locklin, Manager of Program Operations at OMAFRA notified the Township that the Expression of Interest (EOI) for both projects submitted by the Township have been selected to move forward to the application phase of the Ontario Community Infrastructure Fund- Application-Based Component and the Building Canada Fund-Small Communities Fund.

## OCIF Application Based Funding

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

Eligible projects are:

- Roads
- Bridges
- Water and wastewater

Eligible Project costs include:

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

Ineligible costs include:

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

The Township submitted an EOI for the OCIF Application Based Funding for the Municipal portion of the Frederick Street (Wellington Road 14) - Water/Sewer System and Intersection Improvements project. The net eligible cost estimate of this project is \$1,740,000 with a provincial funding request of \$870,000 and cost to the municipality of \$870,000.

The bulk of the work (and subsequent costs) are estimated to be within the April 2015 – March 2016 provincial fiscal year. The township will be required to submit a comprehensive asset management plan and council resolution with the application by December 19, 2014. Funding decisions are anticipated mid to late February, 2015.

## SCF

Through the SCF, the federal government, as part of their Building Canada Fund (BCF) will provide up to \$272 million in total to support projects in municipalities with populations less than 100,000. Subject to finalizing the terms and conditions of a funding agreement between Canada and Ontario this funding will be matched by Ontario.

Eligible projects include:

- Highways and major roads (including bridges)
- Drinking water and wastewater





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## Eligible Project costs include:

- Environmental assessment costs (up to 15% of the federal share)
- Design/engineering costs
- Project management costs
- Materials and construction
- Equipment leasing for the construction of the project
- Communication materials

## Ineligible costs include:

- Land acquisition
- Leasing of land, buildings and other facilities
- Finance charges
- Legal fees
- Movable assets (such as generators)
- Application costs
- Expenditures incurred before approval of the project by Canada

The Township submitted an EOI for the SCF funding for Constable Rick Hopkins Bridge rehabilitation project. This net eligible cost estimate of this project is \$1,488,977 with a provincial funding request of \$496,326, a federal funding request of \$496,326 and a cost to the municipality of \$496,325.

The bulk of the work (and subsequent costs) are estimated to be within the April 2016 – March 2017 provincial fiscal year. The township will be required to submit a comprehensive asset management plan and council resolution with the application by December 19, 2014. Funding decisions will be announced March – April 2015.

**PREPARED BY:**

*Paul Douber*

**Treasurer**

**RECOMMENDED BY:**

*Mike Givens*

**CHIEF ADMINISTRATIVE OFFICER**



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 15, 2014**

**FROM: MICHAEL GIVENS  
CAO/CLERK**

**SUBJECT: CAO 2014-25 APPOINTMENT OF CONSERVATION AUTHORITY  
REPRESENTATIVES**

## **RECOMMENDATION**

THAT the Council of the Corporation of the Township of Wellington North receive for information report CAO 2014-25 Appointment of Conservation Authority Representatives;

AND FURTHER THAT the Council of the Township of Wellington North appoint Pat Salter as the representative from the Township of Wellington North to the Grand River Conservation Authority for a three year term, January 1, 2015 to December 31, 2017;

AND FURTHER THAT the Council of the Township of Wellington North appoint David Turton as the representative from the Township of Wellington North to the Maitland Valley Conservation Authority for a three year term, January 1, 2015 to December 31, 2017;

AND FURTHER THAT the Council of the Township of Wellington North appoint Steve McCabe as the representative from the Township of Wellington North to the Saugeen Valley Conservation Authority for a three year term, January 1, 2015 to December 31, 2017.

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

October 29, 2014 Correspondence from GRCA re; Appoint of Members  
Correspondence from Pat Salter



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## BACKGROUND

The Township of Wellington North falls within the boundaries of 3 separate watersheds. As such, the Township is a member of each of the Grand River Conservation Authority (GRCA), Maitland Valley Conservation Authority (MVCA), and Saugeen Valley Conservation Authority (SVCA).

At the beginning of each term, Council appoints appropriate representatives to the Conservation Authorities. The expectation being that the representative will report to Council on the activities, projects and programs of the respective Conservation Authorities that would impact or be of interest to the residents of Wellington North.

The Township recently received correspondence from the Grand River Conservation Authority reminding the Township that the current appointment of Pat Salter as the representative of the Townships of Wellington North and Mapleton will expire on December 31, 2014.

Section 14(4) of the Conservation Authorities Act, R.S.O 1990 (the Act) currently indicates:

“No member of an authority shall be appointed to hold office for more than three years at any one time.”

Historically, Wellington North has shared joint representation with the Town of Minto on the MVCA and similarly with the Township of Mapleton on the GRCA.

## FINANCIAL CONSIDERATIONS

n/a.

PREPARED BY:

RECOMMENDED BY:

*Mike Givens*

*Mike Givens*

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



# Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 15, 2014**

**FROM: MICHAEL GIVENS  
CAO**

**SUBJECT: CAO 2014-28 2015 OCWA AGREEMENT-WASTEWATER  
OPERATIONS**

## **RECOMMENDATION**

THAT the Council of the Township of Wellington North receive for information CAO Report 2014-28;

AND FURTHER THAT the Council of the Township of Wellington North authorize and direct the Mayor and Clerk to execute an agreement with the Ontario Clean Water Agency for the operation and maintenance of the Arthur and Mount Forest Wastewater Facilities.

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

July 15, 2014 Report to Public Works Committee – OCWA Agreement Costing

## **BACKGROUND**

Members of Township staff have negotiated with staff from the Ontario Clean Water Agency (OCWA) for the continued provision of management, operation and maintenance of the Arthur and Mount Forest Wastewater facilities. The existing agreement with OCWA expires December 31, 2014.

Township staff and OCWA have worked to clarify operational roles and responsibilities within the agreement and further clarify insurance requirements. Additional negotiations related to the service and management fees covered within the agreement.

OCWA has a significant pool of facilities/assets and as such we have included provision of property and boiler & machinery insurance for Township wastewater facilities as part of the agreement. OCWA is able to attain favourable costing to the Township's benefit.

The agreement calls for OCWA to determine the actual charges for providing the services laid out in the agreement. If actual exceed the estimate, the Township pays the difference to OCWA within 30 days. If the estimate exceeds the actual, OCWA reimburses the Township.

### **FINANCIAL CONSIDERATIONS**

The attached OCWA costing comparison provides estimated 2015 costs. Total estimated Direct Operating Costs are \$374,195.00. As indicated actual costs are reconciled annually.

The management fee has increased roughly 9% from 2011.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Mike Givens</i>	<i>Mike Givens</i>
<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>

OCWA Costing Comparison

Mt Forest WWT	2011 Actuals	2013 Actuals	2015 Estimated
Chemicals	22,778	16,228	19,000
Hydro	35	80	67
Salaries & Benefits	100,720	106,432	110,972
Services	26,916	32,496	37,971
Sludge Haulage	15,539	19,704	23,750
Supplies & Equipment	4,549	6,012	5,013
Management Fee	21,635	22,331	23,825
Total Operating Charges	19,2212	21,4374	215,242
Arthur WWT	2011 Actuals	2013 Actuals	2015 Estimated
Chemicals	19,656	13,521	18,500
Hydro	74	76	64
Salaries & Benefits	98,640	104,156	104,993
Services	27,339	25,872	31,627
Sludge Haulage	17,378	12,611	17,510
Supplies & Equipment	7,496	3,477	4,728
Management Fee	16,060	16,577	17,547
Total Operating Charges	186,643	184,474	192,209

Chemicals – Alum / Chlorine etc.

Hydro – share of cost of Hydro for OCWA

Salaries & Benefits – OCWA Staff

Services – Vehicles, Gas, Insurance, Lab Fees, Phone Lines, Office Equip.

Sludge Haulage – removal of sludge/spreading

Supplies & Equipment – small non capital repairs (pumps/seals, uv lights), gen-set fuel, calibration

Management Fee – OCWA Health & Safety/Compliance/Training/Asset Management/IT/Finance & Corporate Services

Legal/Human Resources/Regional Manager/Service Reps



# Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 15, 2014**

**FROM: MICHAEL GIVENS  
CAO/CLERK**

**SUBJECT: CAO 2014-29 COUNCIL REPRESENTATIVES ON TOWNSHIP OF  
WELLINGTON NORTH STANDING COMMITTEES**

## **RECOMMENDATION**

THAT the Council of the Corporation of the Township of Wellington North receive for information report CAO 2014-28 Council Representatives on Township of Wellington North Standing Committees;

AND FURTHER THAT the Council of the Township of Wellington North appoint Council Representatives to the Township of Wellington North Standing Committees for the term, January 1, 2015 to December 31, 2015 as per below-

### Administration & Finance Committee

Chair-Councillor Sherry Burke

Committee Members-Councillor Dan Yake, Councillor Mark Goetz, Mayor Andy Lennox

### Economic Development Committee

Chair-Councillor Mark Goetz

Committee Members-Councillor Steve McCabe, Councillor Sherry Burke, Mayor Andy Lennox

### Public Works Committee

Co-Chair-Councillor Dan Yake

Co-Chair-Councillor Steve McCabe

Committee Members-Councillor Sherry Burke, Mayor Andy Lennox

### Recreation & Culture Committee

Chair-Councillor Steve McCabe

Committee Members-Councillor Dan Yake, Councillor Mark Goetz, Mayor Andy Lennox



# Township of Wellington North

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

## PREVIOUS REPORTS/CORRESPONDENCE PERTINENT TO THIS MATTER

Township of Wellington North-Standing Committee Structure (attached)  
By-Law 1-14 Council Remuneration By-Law  
By-Law 63-14 Procedural By-Law

## BACKGROUND

In December of 2013 Council of the Township of Wellington North established a Standing Committee Structure. With the new Council in place it is appropriate to establish which members of Council will sit on the respective Standing Committees.

Below are the recommended representatives and Chairs-

### Administration & Finance Committee

Chair-Councillor Sherry Burke

Committee Members-Councillor Dan Yake, Councillor Mark Goetz, Mayor Andy Lennox

### Economic Development Committee

Chair-Councillor Mark Goetz

Committee Members-Councillor Steve McCabe, Councillor Sherry Burke, Mayor Andy Lennox

Additional Member(s)-6 appointed members of the public

### Public Works Committee

Chair-Councillor Dan Yake

Co-Chair (for matters related to Wastewater)-Councillor Steve McCabe

Committee Members-Councillor Sherry Burke, Mayor Andy Lennox

### Recreation & Culture Committee

Chair-Councillor Steve McCabe

Committee Members-Councillor Dan Yake, Councillor Mark Goetz, Mayor Andy Lennox

Additional Member(s)-1 Councillor Representative from the Township of Southgate

Staff representation will remain as previously established and staff will be non-voting members of each of the Standing Committees and will not be considered as part of Committee meeting quorum.

Proceedings of Standing Committees are governed by the Township of Wellington North Procedural By-law (63-14).





# Township of Wellington North

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

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## FINANCIAL CONSIDERATIONS

n/a.

PREPARED BY:	RECOMMENDED BY:
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*Mike Givens*

*Mike Givens*

MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TOWNSHIP OF WELLINGTON NORTH  
STANDING COMMITTEE STRUCTURE**

COMMITTEE	COMMITTEE MEMBERS	STAFF REPRESENTATIVES	RECOMMENDED MEETING FREQUENCY	MANDATE
Administration & Finance	Mayor, all members of Council (chair to be appointed)	<ul style="list-style-type: none"> <li>• CAO</li> <li>• Treasurer</li> <li>• Administrative Support (agenda prep, minute taking)</li> <li>• other staff as determined by the CAO</li> </ul>	Four times a year, more frequent meetings could occur at the call of the chair February, May, September, November	<ul style="list-style-type: none"> <li>• Generally act as an advisory committee to the CAO &amp; Treasurer</li> <li>• Review existing practices and policies related to administration and treasury and when appropriate, make recommendations to improve the delivery of services to the public</li> <li>• Review and make recommendations on various issues affecting the administration of the Township, including::               <ul style="list-style-type: none"> <li>- staffing requirements, job descriptions, staff compensation</li> <li>- personnel issues and disciplinary proceedings</li> <li>- public relations issues</li> </ul> </li> <li>• Provide supervision to Township's Health and Safety Committees (including reviewing regular inspection reports and meetings as required to discuss issues), provide annual reports to Council regarding compliance with the Township's Occupational Health and Safety Policy</li> </ul>
Public Works	Mayor, all members of Council (chair to be appointed)	<ul style="list-style-type: none"> <li>• CAO</li> <li>• Director of Public Works</li> <li>• Road Superintendent</li> <li>• Water/Sewer Superintendent</li> <li>• Administrative Support (agenda prep, minute taking)</li> </ul>	Four times a year, more frequent meetings could occur at the call of the chair February, May, September, November	<ul style="list-style-type: none"> <li>• Generally act as an advisory committee to the Director of Public Works on issues that affect Roads, Water, Sanitary Sewer, Cemetery and Trees</li> <li>• Review existing practices and policies of the Roads, Water, Sanitary Sewer, Cemetery and Tree departments and when appropriate, make recommendations to improve the delivery of services to the public</li> <li>• Advise the Director of Recreation Public Works of issues concerns raised by taxpayers or staff that may affect the overall success of the departments</li> </ul>

**TOWNSHIP OF WELLINGTON NORTH  
STANDING COMMITTEE STRUCTURE**

<p>Economic Development</p>	<p>Mayor, all members of Council (chair to be appointed), 6 members of the public selected to provide specific areas of committee representation</p>	<ul style="list-style-type: none"> <li>• Business Economic Manager</li> <li>• Tourism, Promotions &amp; Marketing Manager</li> <li>• Administrative Support (agenda prep, minute taking)</li> </ul>	<p>Monthly Third Wednesday of each month, from 4:30 p.m. to 6:30p.m. and at the call of the Chair as required</p>	<ul style="list-style-type: none"> <li>• Generally act as advisory committee to the Manager’s on issues and policies that affect Business, Economic Development, Tourism, Marketing and Promotion</li> <li>• Promote economic growth through the development of the business base including agriculture, in order to enhance and create new sustainable opportunities</li> <li>• Promote enhancement of prosperity and employment by focusing on 6 main areas of activity as identified in the Community Action Plan             <ul style="list-style-type: none"> <li>- Downtown Revitalization</li> <li>- Business Expansion &amp; Retention</li> <li>- Marketing, Promotion &amp; Tourism</li> <li>- Land Development</li> <li>- Professional Medical Recruitment</li> <li>- Rural Revitalization</li> </ul> </li> <li>• Provide input to the Manager’s related to budget preparation, including both operational and capital projects</li> <li>• Review existing practices and policies and when appropriate, make recommendations to improve the delivery of services to the public</li> </ul>
<p>Recreation &amp; Culture</p>	<p>Mayor, all members of Council (chair to be appointed), 1 Councillor representative from the Township of Southgate</p>	<ul style="list-style-type: none"> <li>• CAO</li> <li>• Director of Recreation</li> <li>• Administrative Support (agenda prep, minute taking)</li> <li>• Facility Managers</li> </ul>	<p>6 meetings annually, more frequent meetings would occur at the call of the chair. Timing of meetings should be established to coincide with budget preparation or establishment of new fees and policies.</p>	<ul style="list-style-type: none"> <li>• Generally act as an advisory committee to the Director of Recreation</li> <li>• Provide input to the Director of Recreation related to budget preparation</li> <li>• Review existing practices and policies of the department and when appropriate, make recommendations to improve the delivery of services to the public</li> <li>• Advise the Director of Recreation of issues concerns raised by taxpayers or staff that may affect the overall success of the department</li> </ul>

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

**Tuesday, November 18th, 2014 at 8:30 am**

Members Present: Chair, Councillor Mark Goetz  
Councillor Sherry Burke  
Councillor Andy Lennox  
Councillor Dan Yake  
Mike Givens, CAO/Clerk  
Barry Trood, Water & Sewer Superintendent  
Cory Schmidt, Water and Sewer Foreman

Regrets: Mayor Raymond Tout  
Dale Clark, Road Superintendent

Also Present: Mark Anderson and Kelly Hagan, GRCA  
Melody Johnson, XCG Consultants  
Councillor Elect Steve McCabe  
Michelle Stone, Administrative Support

**1. CALLING THE MEETING TO ORDER**

Chair Mark Goetz called the meeting to order at 8:35 am.

**2. DECLARATIONS OF PECUNIARY INTEREST:**

None

**3. APPROVAL OF MINUTES:**

The Minutes from the Public Works Committee meeting held on September 16th, 2014 were approved by Council at the September 29th, 2014 Council Meeting.

**4. SEWER AND WATER**

**REPORTS & RECOMMENDATIONS**

**I. Arthur WWTP - Comprehensive Performance Evaluation, Mark Anderson and Kelly Hagan from the GRCA**

The report presented by the GRCA focused on the goal for good economical effluent and the further need to identify factors to realize this goal. They identified administration, design and maintenance as areas that need the main focus. They looked at the following:

- Issues with the current design limitations
- Study to check flow rates
- Personnel interviews for a better understanding of operational issues

Each area was categorized as major, minor and not currently necessary. There are other factors also impacting the facility but they will be addressed throughout the process. The goal is to provide a good quality effluent, operations and a capable plant. A communication plan should also be incorporated.

A Composite Correction Program is not recommended at this time but the GRCA will continue to offer support.

Mark Anderson reviewed data captured during their review with the Committee.

**Moved By:** Sherry Burke  
**Seconded By:** Andy Lennox

THAT THE Public Works Committee receive for information the Arthur WWTP comprehensive Performance Evaluation from Mark Anderson of the GRCA.

**Resolution Number 1**

**Carried**

- II. Arthur WWTP - Environmental Assessment - Update on Work Scope, Melody Johnson XCG Consultants Background was reviewed on work completed to date on the Environmental Assessment for the Arthur Waste Water Treatment Plant and the proposed Additional Work Scope to be completed by XCG Consultants for the Township of Wellington North by March 2015.

**Moved By:** Sherry Burke  
**Seconded By:** Andy Lennox

*THAT THE* Public Works Committee receive the Arthur WWTP, Environmental Assessment - Update on Work Scope from Melody Johnson, XCG Consultants;

*AND FURTHER THAT* the Public Works Committee recommend to the Council of the Township of Wellington North that they accept the Proposed Additional Work Scope to be completed by March 2015 at an estimated cost to complete of \$28,961.00 including disbursements but excluding HST.

**Resolution Number 2**

**Carried**

- III. Arthur WWTP - Flow Monitoring Data Report - Triton Engineering  
A Technical Memorandum from Triton Engineering provided a preliminary assessment of the flow monitoring in Arthur. Copies of the report were provided to the Committee members. The monitoring period was from mid-February 2014 to the end of May 2014. The information was reviewed with the Committee by Barry Trood.

**Moved By:** Sherry Burke  
**Seconded By:** Andy Lennox

*THAT THE* Public Works Committee receive for information Arthur WWTP – Flow Monitoring Data Report from Triton Engineering.

**Resolution Number 3**

**Carried**

- IV. Inflow & Infiltration Options - Report from Water/Sewer Superintendent  
A comparison chart from 2010 to 2013 gave insight from other municipalities facing similar issues to ours. Barry Trood prepared six recommendations for the Committee's review:

1. Smoke testing of our sanitary mains (last done back in 1993). Estimated cost is \$1.00 per meter and can only be completed during the summer on days with no wind. The process also requires notices to residents.
2. Imperative we identify who is actually hooked up with sump pumps/ lateral tiles. A plan developed so residents allow staff to access their homes to see who is pumping into our lateral and how to proceed when identified.
3. Leaking manholes will require repairs. Staff has repaired some but others are deep and require more extensive work. An outside company hired to complete such repairs would cost an estimated \$3500.00 - \$7000.00 per manhole.
4. Leaking laterals raise another concern. We are aware of leaking that is coming into the main. More camera work is required and is costly but necessary.

5. Water meters have previously been discussed. Three years ago the estimated cost was 1.3 million. Currently residents are charged a flat monthly rate of \$100 per month. In addition to the cost to install meters, the Township would also lose some revenue (i.e. apartments) and the cost to maintain the meters and keep up with the software upgrades must be taken into consideration. Water meters may result in water conservation but they will not necessarily reduce costs of treatment.
6. Education/Incentive Programs – An Education and Information Plan about Inflow & Infiltration costs for residents through flyers, print media and school programs would aid in educating our residents about these issues. Currently the Township does not have any incentive programs. Examples of incentives that could be implemented might include low-flow toilets, dishwashers and washing machines.

CAO Mike Givens added that financial considerations do need to be taken under advisement and the municipality will need to address the Arthur Waste Water Treatment Plant Inflow and Infiltration issues. Investing in Inflow and Infiltration may allow for incremental growth in Arthur. It is evident to staff and Council that growth in Arthur is a high priority. Unfortunately, there appears to be a disconnect between the residents and the municipality. The residents do not recognize the impact they have as it relates to Inflow and Infiltration. A public education program with information about the Arthur Waste Water Treatment Plant and the negative impacts of Inflow and Infiltration is imperative and Council with staff needs to get information out to the public. Councillor Yake has access to educational print material used by OCWA that the Township could incorporate into a public education program.

**Moved By:** Sherry Burke

**Seconded By:** Dan Yake

***THAT THE*** Public Works Committee receive for information Report WSS 2014-01 Arthur Wastewater Inflow and Infiltration Options from Barry Trood, Water and Sewer Superintendent;

***AND FURTHER THAT THE*** Public Works Committee authorize Staff to proceed with the tender processing for smoke testing in the Village of Arthur;

***AND FURTHER THAT*** Staff proceed with a Public Education Plan related to the impact of Inflow and Infiltration.

**Resolution Number 4**

**Carried**

## **5. OTHER/NEW BUSINESS**

CAO Mike Givens is proceeding with the recruitment of a Director of Public Works.

## **6. ITEMS FOR COMMITTEE'S INFORMATION**

Drinking Water Quality Management System (DWQMS)  
- Management Review Meeting Monday, November 24<sup>th</sup>, 2014.

## **7. NEXT MEETING DATE**

Tuesday, February 17, 2015

## **8. ADJOURNMENT**

The Public Works Committee Meeting of November 18th, 2014 was adjourned at 10:54 a.m.

**TOWNSHIP OF WELLINGTON NORTH  
DWQMS- MANAGEMENT REVIEW  
Meeting Minutes**

**Date:** November 24<sup>th</sup>, 2014  
**Time:** 4:00 pm  
**Location:** Municipal Council Chamber  
Kenilworth, Ontario

**Attendees:**

**Barry Trood, Water & Sewer Superintendent (Top Management)**  
**Mike Givens, CAO (Top Management)**  
**Melissa Irvine, Process Compliance Analyst/Quality Management Representative**  
**Corey Schmidt, Water & Sewer Foreman**  
**Laura Rooney, Public Works Clerk**  
**Councillor Andy Lennox (Mayor Elect)**  
**Councillor Sherry Burke**  
**Councillor Mark Goetz**  
**Steve McCabe (Councillor Elect)**

**(1) Minutes of the previous meeting and follow up on action item from previous meeting:**

**Action Item(s):**

***Item (e)*** – address Opportunities for Improvements (OFI's) from the External Desk Top Audit in the New Year upon the return of Process Compliance Analyst (PCA) - complete  
***Item (m)*** -2014 budget approval-complete  
***Item (n)***-include proposed 5 year Capital & Operational Plan in upcoming budget discussion; Council to pass budget- complete  
***Item (o)*** - Operational Plan requires updating to include Director of Public Works (DPW)  
- Not Applicable

**(2) Status of action items (if any) identified between management reviews:**

**Internal Audit**- see attached table, Schedule 1 pg 1  
**External Audit**- see 2 attached tables, Schedule 1 pg 2, 3

**Action Item(s):**  
Complete actions as per tables

**(3) Incidents of regulatory non-compliance:**

October 24<sup>th</sup>, 2014 Boil Water Advisory(BWA) for Frederick St, Arthur due to contractor boring through a 6" cast iron water main. The water main had to be dewatered to complete repair therefore there was no positive pressure maintained to protect against pathogen intrusion.

**Action Item(s):**

Staff meeting to review and discuss the effectiveness of BWA

**(4) Incidents of adverse drinking water tests:**

No adverse but did have a BWA due to the potential of pathogen intrusion into the main because there had been no positive pressure maintained during repair. Public Health Inspector advised to treat it as if we had E.coli, because we have no way to verify that there was no pathogen intrusion into the main. Corrective action for E.coli was implemented after the main was repaired.

**Action Item(s):**

None

**(5) Deviations from identified critical control limits and actions taken:**

Critical Control Limits (CCL's) have been established for Critical Control Points (CCP's). These control limits are within regulatory limits set by the MOECC (Ministry of Environment and Climate Control). Any deviations from CCL's that were captured by SCADA (Supervisory Control and Data Acquisition) System were proven to occur during cleaning or while the pump was not running therefore not true deviations from CCL's. There were no deviations from identified CCL's that needed to be reported to MOECC.

**Action Item(s):**

None

**(6) Consumer feedback and other external communication:**

See attached table (Schedule 2) for Customer Complaints and frozen water services from each of the Arthur and Mount Forest Systems as presented by Foreman

-CAO advised of complaint received via email in regards to water/sewer rates being too high

-Andy Lennox advised of complaint received during campaigning in regards to user set up fee's being too high



-Discussion took place in regards to people "stealing" water from hydrants and how this disrupts the system causing colour complaints. Steve McCabe asked if it is possible to lock hydrants out to the public, it is possible, but at this point in time the theft of water is not high enough to warrant the cost of these locking mechanisms, also noted during discussion that this option is not very viable in the event of a fire, they will slow down response time with firefighters trying to remove them.

-In respect to frozen services, Andy Lennox asked if there was any "tools" that could determine when to expect frozen services (concern in regards to advising customers to run water when it is not needed to be run). There are no tools available to do this, only option is to watch weather reports.

-Dan Yake asked if we had the "right equipment" to thaw services, Foreman responded yes our Magi Kist was very good at thawing services last year, and that we have enough equipment for the number of staff available

- Steve McCabe asked what happens when we are unable to thaw a service? If we are unable to thaw a service, a temporary line must be set up from a neighbor.

**Action Item(s):**

Send out notices in early January to advise previously frozen customers to run small stream of water to prevent freeze up this season and make arrangements with a neighbour to set up a temporary service if they do end up with a frozen service again.

**(7) The efficacy of the risk assessment process:**

Melissa gave a short explanation of how the risk assessment was completed and what CCP's and CCL's are.

A tabletop review of the Risk Assessment was completed on May 2, 2014. There were no changes to the Critical Control Points.

**Action Item(s):**

None

**(8) Results of relevant emergency response testing:**

All staff participated in relevant emergency training through tabletop exercises and mock drills, as lead by the Quality Management Representative (QMR):

-March 2014 Tabletop Drills: Suspected Chemical Contamination at MF Well #5; Low Chlorine in Distribution & Well house; Community Complaints (x2)

-Monthly Tests of Generators

-October 2014- ran test at MF Well #6 with tractor connected through power take off (PTO) and drive shaft connected directly to the turbine pump. This is how this well will run in the event of a prolonged power outage.

**Action Item(s):**

As suggested by external audit, use actual events/emergency responses as exercise to review the effectiveness of the response and actions taken.

**(9) Effectiveness of coverage:**

PCA returned at the beginning of January 2014 in full capacity. Vacation time was covered by operators switching on call shifts when needed. Overall coverage was effective.

**Action Item(s):**

None

**(10) Raw water quality trends:**

There have been no changes in raw water quality since the last management review meeting. The trending has remained consistent. There are still discoloured water complaints in Arthur related to Manganese and Iron.

Schedule 23/24 (Organics/Inorganics) were collected in Mount Forest January 2013. Arthur Well #7 was collected in 2012. Arthur Well #8 was collected this month and there have been no changes in raw water quality.

Mount Forest Well #5 and Arthur Well #7b have elevated sodium levels. Sodium Aesthetic Objective is 200mg/L but has to report to Ministry of Health (MOH) if above 20 mg/L. This is so physicians can notify patients on Sodium Restricted Diets.

**Action Item(s):**

None

**(11) Operational performance:**

See attached notes (Schedule 3) from Foreman

**Action Item(s):**

-None

**(12) A summary of the effectiveness of the Maintenance, Rehabilitation and Renewal program:**

See attached notes (Schedule 3) from Foreman

**Action Item(s):**

None

**(13) The results of the infrastructure review:**

See attached notes (Schedule 4) from Superintendent

**Action Item(s):**

-include the proposed 5 year capital plan in the upcoming budget discussions and Council to approve 2015 budget when it is complete

**(14) Results of internal and 3<sup>rd</sup> party audits:**

See tables handed out under Item 2

**Action Item(s):**

Complete actions as per tables

**(15) Corrective, preventative and continual Improvement action:**

-Corrective Action Reports (CARs) and OFIs completed and/or addressed from Internal Audit and External Surveillance Audit

**Action Item(s):**

Complete outstanding action items from external audit

**(16) Staff suggestions:**

Staff suggestions are ongoing throughout the year, if a change is needed in Operational Plan, staff completes a document change request form, and that process is followed to make changes.

**Action Item(s):**

None

**(17) Operational Plan currency, content and updates:**

The Operational Plan is updated whenever necessary changes are required to be made. The content is reviewed and updated on an annual basis. The last revision was completed on May 9, 2014 (Rev. 11). Proposed revisions from audits will take place in January/February 2015.

**Action Item(s):**

Complete revisions in Operational Plan as needed.

**(18) Changes in policy, infrastructure, process, personnel, Drinking Water Quality Management Standard or regulations that could affect the QMS:**

No policy changes.

No infrastructure changes.

No process changes.

Personnel- new Director of Public Works being hired, once in place, Top Management will have to be redefined and the Operational Plan rewritten to reflect having a DPW.

There is currently proposed revisions to the Standard and these revisions include:

-add flexibility to time frames by changing "once a year" and "once every 12 months" to "once every calendar year"

- remove requirement that says to make plan appropriate to size and type of the subject system
- proposed changes to wording of Element 6 because the requirements of it are too broad. There is a large difference between a drinking water system that provides water treatment and a distribution system that transports treated water
- Element 21 requires operating authority to strive to continually improve effectiveness of Quality Management System (QMS) but no mechanism for tracking and measuring continual improvement. Add a mechanism to track and measure continual improvement.

**Action Item(s):** Once new DPW is in place, review Operational Plan and make changes as required.

**(19) Resources needed to maintain the QMS:**

Money has been budgeted to maintain the DWQMS

Money has been budgeted to replace water mains

Renew agreement with SAI Global for one more year at current pricing.

**Action Item(s):**

Include the proposed 5 Year Capital Plan in the upcoming budget discussions and Council to approve 2015 budget when it is complete

**(20) Other Items:**

*February 2014-* MOECC Inspection of Mount Forest and Arthur Water Systems, both received an Inspection Summary Rating of 100%

*October 2014-* External Audit of Mount Forest and Arthur Water Systems, both received no non conformances and reaccreditation was issued

*Municipal Drinking Water Licenses-* our licenses expire in August 2016, but application deadline for renewal is February 2016. The Financial Plan needs to be updated prior to application deadline and will need to apply for a period of 6 years from August 2016. The treasurer has been notified of this requirement and will be working on it in 2015.

*Permit To Take Water* –Mount Forest Water System expires May 31, 2017

-Arthur Water System expires May 31, 2024

*Source Water Protection Update*

-Melissa has successfully completed the Risk Management Official/Risk Management Inspector Training

-Source Water Protection Education and Outreach Consultant has been hired

-SPMIF (Source Protection Municipal Implementations Fund) progress report is due to MOECC by December 12<sup>th</sup>, 2014 Paul Dowber, Treasurer is currently preparing it



Action Items and/or Deficiencies as a Result of Audits/Management Review

Internal Audit Results May 2014

Agenda Item and/or Deficiencies Identified	Actions Required	Responsible	Discussion/Comments	Date Due	Actual Implementation/ Completion Date
OFI-No SOP for water main break	Make a water main break SOP	Foreman QMR	Review SOP from other municipalities and create from that	Aug 1, 2014	Complete but will be added to Operational Plan at next major revision
OFI-No SOP for valve maintenance	Discuss with Ops/Foreman how to develop a basic SOP	Foreman QMR	Review steps with Ops and create a basic SOP	Aug 1, 2014	Complete but will be added to Operational Plan at next major revision
Minor N/C Policy is not signed by current top management	Get policy signed	Superintendent		June 30, 2014	July 14, 2014
OFI MSDS not current	Update MSDS	QMR		June 30, 2014	July 28, 2014
OFI –no annual follow up with suppliers, stating our requirements	Send out letter annually	QMR	-re-send original letter out to refresh people	June 27, 2014	July 21, 2014

Schedule 1 (pg 1)



Action Items and/or Deficiencies as a Result of Audits/Management Review

Off Site Systems Verification Audit Report Sept. 4, 2014

Agenda Item and/or Deficiencies Identified	Actions Required	Responsible	Discussion/Comments	Date Due	Actual Implementation/ Completion Date
OFI-signed copy of endorsement not on cloud drive for auditor	Upload signed copy to cloud drive & ensure signed copy in each Operational Plan	QMR	Oversight	Sept. 30, 2014	Sept. 29, 2014
OFI-Improved facility description of system-as per element 6 of standard	Review other municipalities Element 6 and rewrite	QMR		January 30, 2015	In progress. Will be included in next revision of Operational Plan

Schedule 1(pg2)



Action Items and/or Deficiencies as a Result of Audits/Management Review

3<sup>rd</sup> Party External Audit Results

Agenda Item and/or Deficiencies Identified	Actions Required	Responsible	Discussion/Comments	Date Due	Actual Implementation/ Completion Date
OFI- Doc & Record Control-ensure documents are easily retrievable and not inadvertently misfiled. Consider reducing the # of printed copies of Operational Plans	Organize electronic documents into easy retrievable format by element. Reduce the number of printed Operational Plans	QMR  QMR		October 31 <sup>st</sup> , 2014  November 28 <sup>th</sup> , 2014	Oct 15, 2014  At next revision all copies but 3 will be deemed uncontrolled Only controlled copies will be at each water office & QMR. Electronic copy available by QMR.
OFI-include process flow schematic's in plan, instead of generic schematics	Update schematics in Operational Manuals and add them to Operational Plan Appendices.	Foreman to update, then send to Engineer to update electronic copy. QMR to add into Operational Plan Appendices.		October 31 <sup>st</sup> , 2014 for Foreman Completion November 28 <sup>th</sup> , 2014 for Engineer Completion January 31 <sup>st</sup> , 2015 QMR update Operational Plan Appendices	November 14 <sup>th</sup> , 2014 Will be included in next Operational Plan update
OFI-ensure current policy is on website and public can access	QMR to talk to webmaster in regards to updating policy TWN website.	QMR	Emailed Michelle Stone Oct. 7th, 2014	October 20 <sup>th</sup> , 2014	Oct. 10 <sup>th</sup> , 2014
OFI-ensure the continuous and/or ongoing supply of supplies & services through secondary backups and/or agreements with neighbouring municipalities	QMR to discuss with Foreman and Superintendent and update contact list	QMR Foreman Superintendent		November 28 <sup>th</sup> , 2014- to have a list completed, added to plan during next revision	As of November 17 <sup>th</sup> , 2014 list is still being generated and will be included in next Operational Plan update
OFI-consider using actual emergency responses as exercise to review the effectiveness of the response and action taken	Bi-monthly training to include review of an event/alarm situation that has happened in past two months to see what action was taken and if response was effective and in accordance with Operational Plan (if alarms have taken place)	QMR		November 27 <sup>th</sup> , 2014 first event/review for effectiveness	As of November 17 <sup>th</sup> , 2014 a review of Arthur BWA

Schedule 1 (pg 3)

## Arthur Customer Complaints 2014

Item	Date	Address	Complaint
1	January 30	191 Isabella St.	Discoloured Water (flow test at Caessant Care)
2	February 3	201 Charles St. E.	Discoloured Water (water main break)
3	April 7	261 Frederick St. E.	Discoloured Water
4	April 14	121 Schmidt Dr.	Low flow at hose bib (backflow on hose bib)
5	April 23	131 Frederick St. E.	Discoloured Water (water main break)
6	April 28	319 B Domville St.	Low Pressure(hammered service)
7	June 2	156 Conestoga St.	Discoloured Water (half of school – internal)
8	June 11	1 Eastview Drive	Discoloured Water
9	August 5	201 Charles St. E.	Discoloured Water
10	August 11	7976 Catherine St.	Discoloured Water
11	September 24	37 Bellefield Cres.	Discoloured Water (hydrant inspections)
12	November 1	270 Carroll St.	Discoloured Water (hot water)

## Mount Forest Customer Complaints 2014

Item	Date	Address	Complaint
1	February 7	385 Fergus St. N.	Low Pressure
2	March 26	200 Sara St.	Water/Sewer fees (financial)
3	April 2	311 Silverbirch Cr.	Odour (hot water)
4	May 26	157 Elgin St.	Discoloured Water
5	June 3	230 London Rd.	Odour (hot water)
6	June 5	344 Peel St.	Low Pressure (dirty filters)
7	July 30	341 Waterloo St.	Discoloured Water
8	July 30	314 Egremont St.	Discoloured Water
9	July 30	145 B Church St.	Discoloured Water
10	July 30	353 John St.	Discoloured Water
11	July 30	157 Main St. S.	Discoloured Water
12	July 30	415 Main St. N.	Discoloured Water
13	August 1	355 London Rd.	Discoloured Water
14	August 1	493 Wellington St. E.	Discoloured Water (water main flushing)
15	August 28	180 Miller St.	Discoloured Water
16	September 19	540 Prince Charles St.	Odour (chlorine)
17	November 6	130 Owen Rd.	Discoloured Water (water main flushing)



## Frozen Water Services 2014

Date	Location	Comments
January 22	106 Cheryl Lynn Street MF	Homeowner used space heater, frozen on private property
January 23	110 Frederick Street East Arthur	Thawed out by water department, found to be frozen under road
January 24	399 Birmingham Street East MF	Homeowner used space heater, frozen on private property
January 26	281 Smith Street Arthur	Water department tried thawing but could not get thawing hose through curb stop. Frozen under road, hooked up temporary water. <b>1-100 ft. and 1- 50 ft. Township hose</b>
January 30	110 Frederick Street East Arthur	Re thawed by water department, service originally froze Jan 23. Home owner reduced flow and service froze again. Frozen under the road
January 31	260 Isabella Street Arthur	Thawed out by water department, found to be frozen under road
January 31	289 Fergus Street South MF	Frozen on private property due to wind coming in outside door to basement. New water main and services in 2012. Left supplies with tenant/owner to hook up to neighbour. Billed owner for supplies
February 1	261 Smith Street Arthur	Home owners are in Florida, no one living at house at this time. Home owners said they would contact us if they wanted service thawed. <b>Water department attempted to thaw March 3, out 45 feet and could not get through curb stop. Coffey Plumbing has house hooked up with a temporary service from 271 Smith Street</b>
February 3	147 George Street Arthur (Ecclectica)	No basement, unable to attempt to thaw due to location of service
February 3	189 George Street Arthur (Smith Ins.)	Thawed out by water department, found to be frozen under road
February 4	220 Frederick Street East Arthur	Thawed out by water department, found to be frozen under road
February 10	360 Queen Street West MF	Water department attempted to thaw however galvanized pipe

		prevented thawing machine hose to go around 90 degree elbow under concrete floor. Hooked up temporary service to 310 Homewood Ave. <b>3- 60 ft. Township hose</b>
February 11	211 George Street Arthur	Thawed out by water department, found to be frozen under road. Had some difficulties getting thawing machine hose through curb stop but did succeed
February 11	118 Normanby Street MF	Building owned by Mclellan's plumbing. They tried thawing using their own thawing equipment Feb 11 and Feb 12 but were unable to thaw so they connected temporary water from a neighbor. Water Dept attempted to thaw Feb 14 but could only get out 35 feet and could not get any further. <b>McLellan's thawed with smaller thawing line Feb 18</b>
February 12	180 Isabella Street Arthur	Thawed out by water department, found to be frozen under road. Had difficulties getting thawing machine hose through curb stop but did succeed
February 12	241 Smith Street Arthur	Thawed out by water department, found to be frozen under road. Had difficulties getting thawing machine hose through curb stop but did succeed
February 13	486 Queen Street West MF (APC)	Attempted to thaw by water department. Internal plumbing has a 90 degree bend that the thawing machine hose cannot go around. Hooked up a temporary water line from a blow off to vacant lot on Cork Street behind APC. Ran garden hose through window to internal hose bib. <b>1- 100 ft. and 1- 50 ft Township hose and a gated "Y"</b>
February 14	193 Main Street North MF (Sonny's)	Thawed out by water department. Hit ice at 25 feet all the way out to 90 feet. Service runs to Main Street
February 17	195 King Street West MF (LCBO)	LCBO did not contact water department but McLellan's directly there for no F21-01 filled out. McLellan's successfully thawed service which runs out to Elgin Street
February 18	178 Frederick Street East Arthur	Unable to attempt to thaw due to location of service in house crawl space. Hooked up temporary service to 188 Frederick Street East. <b>1- 100 ft. Township hose</b>
February 18	197 George Street Arthur (Janzen)	Thawed out by water department, found to be frozen under road

	Alimo)	
February 18	151 Catherine Street Arthur (LCBO)	Water department attempted to thaw through the 1" service from inside the LCBO. Hitting some sort of a blockage at approximately 47 feet and cannot get thawing hose through. This is still on private property. Jeff (District Manager) to call McLellan's to see if they can thaw with smaller hose. <b>McLellan's thawed with smaller thawing line February 19 (private property)</b>
February 18	209 Elgin Street North MF	Homeowner away until middle of March, neighbour looking after the house wants to leave it to see if it thaws on its own. <b>Water department attempted to thaw on March 18, out 42 feet and could not get through curb stop. Water department ran temporary service to residence on March 27, prior to owners return</b>
February 19	193 Main Street North MF (Sonny's)	Re thawed by water department, service originally froze Feb 14. Owner reduced flow and service froze again. Frozen under the road
February 20	260 Frederick Street East Arthur	Water department attempted to thaw frozen service, out 70 feet and could not go any further. McLellan's attempted to thaw using their smaller thawing line the following day and had same problem. Service frozen under the road. Hooked home up to temporary service from 240 Frederick Street East. <b>1- 100 ft Township hose</b>
February 25	540 Sligo Road West MF	Very long service as home is on Sligo Road West but serviced off Queen Street West. Hooked up temporary water to 530 Sligo Road West. <b>1- 100 ft. and 1- 60 ft. Township hose</b>
March 1	590 Queen Street West MF	Received call late Saturday night. Home owner said to stop by Monday. House is close to 1000 feet off road. Home owner did not want us to attempt to thaw from house and said he could go until spring without water as he lives there alone and his girlfriend lives near. Home owner did not want to pay water since he has none. Deb refused as per By law
March 5	225 Carroll Street Arthur	Len Coffey removed vanity to access main service. Attempted to thaw by water department. Out 80 feet and could not go any further. Service frozen under road. Hooked home up to temporary service from 223 Carroll Street. <b>2 – 100 ft. Township hose</b>

March 7	304 wellington Street East MF	Rental house that is vacant, Bill Nelson (owner) said no hurry to thaw. <b>Water department returned and thawed on March 11</b> , frozen under road
March 7	155 Fergus Street south MF	Hooked up temporary water from 165 Fergus Street South. <b>60 ft. of Township hose</b>
March 8	314 Wellington Street East MF	Hooked up temporary water from 120 Egremont Street South (trailer) <b>100 ft. of Township hose. Water department returned and thawed service Monday March 10</b> , found to be frozen under road
March 8	151 Normanby Street South MF	Hooked up temporary water from 325 Queen Street West <b>1 – 60 ft. and 1 – 50 ft. Township hose</b>
March 9	250 Birmingham Street East MF	Hooked up temporary water from 248 Birmingham Street East <b>1 – 50 ft. Township hose</b>
March 10	102 Main Street South MF	Thawed by water department, found to be frozen under the road
March 11	132 George Street Arthur	Service comes into a shallow non heated crawl space. Water main on same side of the street as frozen service. Owner tried using space heater in crawl space but service did not thaw. Water department assisted in temporary service hook up to 138 George Street March 13. Used home owners hose
March 13	195 King Street West MF (LCBO)	McLellan's thawed February 17. Staff at LCBO shut water off and McLellan's could not re thaw. Thawed by water department March 14. Difficulties at 60 feet (probably curb stop) but got through. Out 90 feet, frozen under road (serviced off Elgin Street)
March 14	108 Queen Street West	Thawed by water department, out 97 feet. Frozen under the road
March 19	211 George Street Arthur	Re thawed by water department, service originally froze Feb 11. Home owner reduced flow and service froze again. Frozen under the road
March 27	250 York Street MF	House owned by McLellan's. Water department attempted to thaw March 28, out 75 feet but couldn't get through curb stop. McLellan's attempted April 9 with no luck. McLellan's dug at curb stop on April 10, disconnected on private property and thawed service that way
April 14	135 Elgin Street MF	Paul left a message on April 14 saying he had no water. Phoned him back twice and left messages to return our call. Paul's wife phoned on

		April 16 to advise us that they now had water
April 15	140 Edward Street Arthur (Holy Spirit Ministries)	Church representative (Reima Kaikkoenn) said service has been frozen for about 3 weeks. He said to leave it as they only use the building once a week and service should thaw soon

## DWQMS Management Review

November 26, 2013 – November 24, 2014

### 11. Operational Performance

### 12. Summary of the Effectiveness of the Maintenance, Rehabilitation, and Renewal Program

- 2014 water main valve inspections completed in Arthur (170)
- 2014 fire hydrant inspections completed in Arthur (110) and Mount Forest (172)
- Monthly testing of diesel generators and booster pump completed
- Annual full load testing of diesel generators completed
- Annual servicing and load bank testing completed on generators at well 8 in Arthur and well 3 in Mount Forest
- Ran well 6 off tractor PTO for mock drill in the event of a prolonged power outage
- Monthly chlorine alarm testing completed
- Leak detection completed in Arthur, 2 hydrant leaks detected and repaired
- Annual production and monitoring well inspections completed
- Annual flow meter calibration completed in all wells
- Annual calibration of HACH handheld colorimeters, portable turbidity meters and PH meter completed
- Annual backflow preventer inspections completed
- 4 water main breaks repaired in Arthur
- 2 water main breaks repaired in Mount Forest
- 1 water service leak repaired on public property in Arthur
- 3 water service leaks repaired on public property in Mount Forest
- 1 water service leak repaired by contractor on private property in Mount Forest
- Arthur spheroid water tower drained, cleaned, inspected, and disinfected
- VFD installed at well 5 in Mount Forest
- Propane fueled stand by generator installed for continual monitoring at well 5/spheroid water tower in Arthur
- Replaced chlorine feed pump in well 4 in Mount Forest
- Replaced chlorine feed pumps 1 and 2 in well 8 in Arthur
- New level transducer installed at well 7B
- Well 2 in Arthur abandoned and pipe to system capped
- Ongoing directional flushing
- Communication/network upgrades at well 8 and spheroid water tower in Arthur

Township of Wellington North  
Proposed Capital Projects 2015-2019

Projects	Water	Length	DC	Comments
2015				
Frederick St E	580,000			county share (roads) 417,000 as of Dec 21, 2012
Miller/John/North Water St	320,000		Y	needed for Avila , WM 4" , road poor condition
King St W (Main- Queen St W) eng	16,800	175m		4" wm, wm dead end, SS 60 yrs, road cond fair
Eliza St. (Frederick St E-Bellefield Cr) eng.	26,800	280m		wm 85 yrs old, SS 50yrs, road cond. (poor-fair)
2007 Pick Up Truck Replacement	28,000			practice of changing out every 8 years
Scada System Upgrades Water	182,361			equip. outdated and 10 years old
2016				
King St W (Main St N - Queen St W)	114,450	175m		completion of work
Eliza St. (Frederick St E- Bellefield Cr.)	181,200	280m		completion of work
Francis St (Charles St W- George St) eng	29,760	310m	Y	wm 85 yrs old, SS 50 yrs, development on W side
James St (Queen St W - North Water St) eng	36,960	385m		wm 4" & 90 yr old, SS 60 yrs, road cond. (poor )
Elgin St (Wellington St- King St W) eng	16,800	175m		wm 4" & 90 yr old, SS 60 yrs, road cond. (poor )
2008 Pick Up Truck Replacement	28,000			practice of changing out every 8 years
Cork St. (Waterloo- Princess St)	118,500			upgrade water for fire flow and general road upgrades
2017				
Francis St (Charles St W- George St)	202,740	310m		completion of work
James St (Queen St W- North Water St)	251,790	385m		completion of work
Elgin St (Wellington St W-King St W)	114,450	175m		completion of work
Charles St E (George St-Isabella St) eng	18,240	190m		wm 85 yrs old, SS 50 yrs, road cond. (poor)
Fergus St (King St E- Wellington St E)eng	18,240	190m		4" wm & 90 yrs old, SS 60+ yrs, road con. (poor)
2018				
Charles St E (George St- Isabella St)	124,260	190m		completion of work
Fergus (King St E- Wellington St E)	124,260	190m		completion of work
Williams St (Queen St- N. Water St) eng	39,840	415m		4" wm & 90+ yrs old, SS 60+ yrs old, road cond (poor)
Walton St (Clark St- Tucker St) eng	15,840	165m		wm 85 yrs old, SS 50 yrs, road cond (poor- fair)
New Trunk Line to MF Water Tower	400,000		Y	Identified in MFMP , lead to new Tower
Water Meters	1,300,000			upfront costs (this may be done in sections)
2010 Pick Up Truck Replacement	28,000			practice of changing out every 8 years
2019				
Williams St (Queen St - N. Water St)	271,410	415m		4" wm & 90 yrs old, SS 60+ old, road cond. (poor)
Walton St (Clark- Tucker St)	107,950	165m		wm 85+ yrs old, SS 50+ yrs old, road cond (poor-fair)
MF Water Tower/Booster station	1,950,000		Y	identified in MFMP
Isabella St (Frederick St- John Eliza) eng	43,680	455m		wm 85+ yrs old, SS 50+ yrs old, road cond (poor-fair)
John St. (Queen-Waterloo St) eng	19,680	205m		wm 90 yrs old, SS 60+ yrs old, road cond (poor)

Nov 20/14

Township of Wellington North

Water Operating Budget Forecast

DWQMS , November 24, 2014

Accounts	Description	2014 Budget	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget
<b>Revenues</b>							
1-10-42-000-4650	Ontario Grants	\$0	\$0	\$0	\$0	\$0	\$0
1-10-42-000-4800	WW- User Fees (\$ from WNP only)	-2,028,263	-\$2,068,828	-\$2,110,205	-\$2,152,409	-\$2,195,457	-\$2,239,366
1-10-42-000-4802	WW - Meter & Backflow Fee	-50,000	-\$51,000	-\$52,020	-\$53,060	-\$54,122	-\$55,204
1-10-42-000-4810	WW - Misc Revenue	0	\$0	\$0	\$0	\$0	\$0
1-10-42-000-4815	WW-Service Connection Fees	-9,500	-\$9,690	-\$9,884	-\$10,081	-\$10,283	-\$10,489
1-10-42-000-4817	WW - Connection Rate(Admin Fee)	0	\$0	\$0	\$0	\$0	\$0
1-10-42-000-4890	WW-Meters & Hardware	-500	-\$510	-\$520	-\$531	-\$541	-\$552
	<b>Total Revenues</b>	<b>-\$2,088,263</b>	<b>-\$2,130,028</b>	<b>-\$2,172,629</b>	<b>-\$2,216,081</b>	<b>-\$2,260,403</b>	<b>-\$2,305,611</b>
<b>Salaries &amp; Benefits</b>							
1-10-42-000-5005	WW-Salaries - Supt.	22,000	\$22,440	\$22,889	\$23,347	\$23,814	\$24,290
1-10-42-002-5005	WW-ADM Salaries/Wages	150,000	\$153,000	\$156,060	\$159,181	\$162,365	\$165,612
1-10-42-003-5005	WW-Training Salaries/Wages	13,000	\$13,260	\$13,525	\$13,796	\$14,072	\$14,353
1-10-42-004-5005	WW-Locates Salaries/Wages	80,000	\$81,600	\$83,232	\$84,897	\$86,595	\$88,326
1-10-42-005-5005	WW-Well Operation Salaries/Wages	120,000	\$122,400	\$124,848	\$127,345	\$129,892	\$132,490
1-10-42-006-5005	WW-Main/Service/Mtce Salaries/Wages	14,000	\$14,280	\$14,566	\$14,857	\$15,154	\$15,457
1-10-42-007-5005	WW-Hydrant Mtce Salaries/Wages	10,000	\$10,200	\$10,404	\$10,612	\$10,824	\$11,041
1-10-42-000-5025	WW-Benefits	107,000	\$109,140	\$111,323	\$113,549	\$115,820	\$118,137
	<b>Total Salaries &amp; Benefits</b>	<b>516,000</b>	<b>\$526,320</b>	<b>\$536,846</b>	<b>\$547,583</b>	<b>\$558,535</b>	<b>\$569,706</b>
<b>Expenditures</b>							
1-10-42-001-5005	WW-Salaries (Works Employees)	13,000	\$13,260	\$13,525	\$13,796	\$14,072	\$14,353
1-10-42-000-5200	WW-Materials & Supplies	\$120,000	\$122,400	\$124,848	\$127,345	\$129,892	\$132,490
1-10-42-000-5201	WW-Meters & Hardware	2,940	\$2,999	\$3,059	\$3,120	\$3,182	\$3,246
1-10-42-000-5202	WW-Testing/Sampling	25,000	\$25,500	\$26,010	\$26,530	\$27,061	\$27,602



1-10-42-000-5203	WW - Water Tower Inspection & Mtce	32,000	\$32,640	\$33,293	\$33,959	\$34,638	\$35,331
1-10-42-000-5204	WW-Backflow Preventer Testing	24,500	\$24,990	\$25,490	\$26,000	\$26,520	\$27,050
1-10-42-000-5207	WW - Meter/Backflow preventer maintenance	9,000	\$9,180	\$9,364	\$9,551	\$9,742	\$9,937
1-10-42-000-5208	WW-Water Testing (Lead)	500	\$510	\$520	\$531	\$541	\$552
1-10-42-000-5209	WW - Leak Detection	3,100	\$3,162	\$3,225	\$3,290	\$3,356	\$3,423
1-10-42-000-5211	WW - Property Expense	12,000	\$12,240	\$12,485	\$12,734	\$12,989	\$13,249
1-10-42-000-5212	WW - Well Mainenance	50,000	\$51,000	\$52,020	\$53,060	\$54,122	\$55,204
1-10-42-000-5218	WW - Advertising	500	\$510	\$520	\$531	\$541	\$552
1-10-42-000-5220	WW - Audit Fee	2,000	\$2,040	\$2,081	\$2,122	\$2,165	\$2,208
1-10-42-000-5224	WW-Insurance	13,100	\$13,362	\$13,629	\$13,902	\$14,180	\$14,463
1-10-42-000-5225	WW - Insurance Claims Deductible	2,400	\$2,448	\$2,497	\$2,547	\$2,598	\$2,650
1-10-42-000-5227	WW-Consulting/Engineering	35,000	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643
1-10-42-000-5229	WW - Drinking Water Quality Management Standards	5,000	\$5,100	\$5,202	\$5,306	\$5,412	\$5,520
1-10-42-000-5230	WW - Memberships	1,000	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104
1-10-42-000-5234	WW-Conferences, training & travel	15,680	\$15,994	\$16,313	\$16,640	\$16,973	\$17,312
1-10-42-000-5236	WW-Safety Clothing Allowance	1,200	\$1,224	\$1,248	\$1,273	\$1,299	\$1,325
1-10-42-000-5240	WW-Telephone	8,900	\$9,078	\$9,260	\$9,445	\$9,634	\$9,826
1-10-42-000-5242	WW-Services & Rents(HEC Billings)	53,000	\$54,060	\$55,141	\$56,244	\$57,369	\$58,516
1-10-42-000-5244	WW - Bad Debts	1,600	\$1,632	\$1,665	\$1,698	\$1,732	\$1,767
1-10-42-000-5304	WW-Truck Mtce/Mileage	26,500	\$27,030	\$27,571	\$28,122	\$28,684	\$29,258
1-10-42-000-5470	W - debenture principal	14,000	\$14,280	\$14,566	\$14,857	\$15,154	\$15,457
1-10-42-000-5472	Water debenture interest	10,236	\$10,441	\$10,650	\$10,863	\$11,080	\$11,301
1-10-42-000-5500	WW-Transfer to Capital	461,165	\$470,388	\$479,796	\$489,392	\$499,180	\$509,163
1-10-42-292-5304	MF WW-Well #3 (Mtce & hydro)	12,500	\$12,750	\$13,005	\$13,265	\$13,530	\$13,801
1-10-42-293-5304	MF WW-Well #4 (Mtce & hydro)	7,300	\$7,446	\$7,595	\$7,747	\$7,902	\$8,060
1-10-42-294-5304	MF WW-Well #5 (Mtce & hydro)	16,900	\$17,238	\$17,583	\$17,934	\$18,293	\$18,659
1-10-42-295-5304	MF WW-Well #6 (Mtce & hydro)	7,700	\$7,854	\$8,011	\$8,171	\$8,335	\$8,501
1-10-42-300-5304	AV WW-Well #1(Mtce & hydro)	2,500	\$2,550	\$2,601	\$2,653	\$2,706	\$2,760
1-10-42-304-5304	AV WW-Well #5 (Mtce & hydro)	3,300	\$3,366	\$3,433	\$3,502	\$3,572	\$3,643
1-10-42-306-5304	AV WW-Well #7 & 7B(Mtce & hydro)	10,400	\$10,608	\$10,820	\$11,037	\$11,257	\$11,482
1-10-42-307-5304	WW - AV WW - Well #8A & 8B Mtce/Utilities	20,100	\$20,502	\$20,912	\$21,330	\$21,757	\$22,192
	<b>Total Operating Expenditures</b>	<b>\$1,024,021</b>	<b>\$1,044,501</b>	<b>\$1,065,391</b>	<b>\$1,086,699</b>	<b>\$1,108,433</b>	<b>\$1,130,602</b>
	<b>Operating Revenues less Expenditures</b>	<b>-\$548,242</b>	<b>-\$559,207</b>	<b>-\$570,391</b>	<b>-\$581,799</b>	<b>-\$593,435</b>	<b>-\$605,303</b>

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

MOVED BY: \_\_\_\_\_ DATE: December 15, 2014

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

**THAT the Council of the Corporation of the Township of Wellington North appoint Karren Wallace as Secretary-Treasurer for the Committee of Adjustment.**

MAYOR \_\_\_\_\_

CARRIED

DEFEATED



The Corporation of  
**THE TOWNSHIP of CARLING**

2 West Carling Bay Road, RR #1, Nobel, ON P0G 1G0  
Ina Watkinson, Administrative Assistant  
Email: [iwatkinson@carlingtownship.ca](mailto:iwatkinson@carlingtownship.ca)  
Phone: 705-342-5856 Ext 402 • Fax: 705-342-9527

November 12, 2014

To All Municipalities Serviced by OPP

Dear Mayor & Council,

**RE: Resolution 14-108 – OPP Billing in Unorganized Townships**

---

This is to advise you that at the regular meeting of Council of the Township of Carling, held on November 10, 2014 the following resolution was enacted:

**14-108**

**Moved by Councillor Murphy  
Seconded by Councillor Larson**

**WHEREAS** the Township of Carling is in receipt of the new OPP Billing Model which will see invoices split between base costs and calls for service on an approximate 60/40 split;

**AND WHEREAS** all municipalities will pay the same base cost per property, which is estimated at \$203.00 per property;

**AND WHEREAS** the new model received Cabinet approval on August 13, 2014 and will commence on January 1, 2015, to be phased in over five years;

**AND WHEREAS** the Province is currently responsible for policing costs associated with unorganized townships;

**AND WHEREAS** the Town of Bancroft has passed a resolution requesting the Province to implement a billing method for those properties located in unorganized townships;

**NOW THEREFORE BE IT RESOLVED** that Carling Township Council does hereby endorse the resolution passed by the Town of Bancroft and request the Province to implement a billing method for those properties in unorganized townships so those properties contribute to their fair share of policing costs;

**AND FURTHER BE IT RESOLVED** that this resolution be forwarded to the Premier, Minister of Community Safety and Correctional Services, Ministry of Finance, AMO, MPP Norm Miller, and all municipalities serviced by the OPP.

Carried.

Yours truly,

Ina Watkinson  
Administrative Assistant

c.c. Honourable Kathleen Wynne, Premier of Ontario  
Honourable Yasir Naqvi, Minister of Community Safety & Correctional Services  
Norm Miller, MPP, Parry Sound – Muskoka Riding  
AMO  
All OPP Serviced Municipalities



Legislative and Planning Services  
Office of the Regional Clerk  
1151 Bronte Road  
Oakville ON L6M 3L1  
Email: [RegionalClerk@halton.ca](mailto:RegionalClerk@halton.ca)

**VIA EMAIL**

November 19, 2014

Mike Wallace, MP, Burlington  
The Honourable Lisa Raitt, MP Halton  
Terence Young, MP, Oakville  
The Honourable Michael Chong, MP, Wellington-Halton Hills  
Eleanor McMahon, MPP, Burlington  
Indira Naidoo-Harris, MPP, Halton  
Kevin Flynn, MPP, Oakville  
Ted Arnott, MPP, Wellington-Halton Hills  
Federation of Canadian Municipalities (FCM), Brad Woodside  
Canadian Manufacturers and Exporters, Jayson Myers

---

Please be advised that at its meeting held Wednesday, November 19, 2014, the Council of the Regional Municipality of Halton adopted the following resolution:

**RESOLUTION: "Buy American" Provisions in the American Recovery and Reinvestment Act**

**WHEREAS** cities and communities across Canada support free and fair trade between Canada and the United States;

**AND WHEREAS** bilateral trade between Canada and the United States amounts to over \$600 billion per year in economic activity, significantly contributing to Canada's long-term economic competitiveness;

**AND WHEREAS** many of the most important supply chains and industry linkages that fuel our respective economies are inexorably linked;

**AND WHEREAS** provisions, such as 'Buy American' requirements, which serve to inhibit this important economic partnership directly affects the economic prosperity of our country, our businesses and our communities;

**AND WHEREAS** Halton Hills and Halton Region showed leadership in 2009 by passing resolutions calling on the Federal, Provincial and municipal governments of Canada to push back against unfair U.S. legislation;

**AND WHEREAS** organizations like Canadian Manufacturers and Exporters estimate that thousands of manufacturing jobs are continuously at risk from continued Buy American provisions being proposed across the United States;

**AND WHEREAS** Halton companies were directly impacted as jobs were lost due to the Buy American provisions being inserted into projects receiving federal and municipal funding;

The Regional Municipality of Halton

**AND WHEREAS** Canadian cities and communities are committed to open and fair trade with American governments and businesses;

**AND WHEREAS** recent agreements between Canada and the United States have recognized the critical economic linkages between our two countries, fostering secure, predictable trade and investment environments;

**THEREFORE BE IT RESOLVED THAT** all municipalities be requested to express support for free, fair and reciprocal trade between the United States and Canada and support the principle that any restrictive 'Buy American' provisions in U.S. legislation are contrary to that spirit of free trade;

**AND THAT** the Region of Halton call on the Federation of Canadian Municipalities (FCM) to support and work with the Government of Canada, the Canadian Manufacturers and Exporters and other stakeholders in their efforts to urge the United States Congress and state governments to abstain from the use of 'Buy American' provisions;

**AND THAT** FCM be requested to write to the U.S. National League of Cities and the United States Conference of Mayors urging them to also support the spirit of this resolution and the spirit of free trade, so that businesses and industries on both sides of the border can compete for contracts in the fairest and most efficient manner;

**AND THAT** the Regional Chair write to the Prime Minister, the leader of the Opposition and the leader of the Liberal Party advising them of Regional Council's position and enclosing a copy of Regional Council's resolution in this regard;

**AND THAT** the Regional Clerk forward a copy of Regional Council's resolution to all Ontario municipalities requesting that they endorse and support Halton's position and to Halton MP's, MPP's, FCM and the Canadian Manufacturers and Exporters for their information.

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

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

Sincerely,



Kathy Kielt  
Deputy Clerk and Supervisor of  
Council & Committee Services

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



**uniongas**

A Spectra Energy Company

RECEIVED

NOV 6 2014

TWP. OF WELLINGTON NORTH

November 4, 2014

Mayor Andy Lennox & Council  
PO Box 125- 7490 Sideroad 7 West  
Kenilworth, ON N0G2E0

Dear Mayor Lennox & Council;

I would like to take this opportunity to congratulate you on your recent election as Mayor for Wellington North Township.

Union Gas is a long-standing partner in more than 400 communities across Ontario and we are deeply committed to the places we work and live. As a natural gas utility with more than a century of experience, we understand and value public service, and I would like to thank you for the commitment you have made to work hard for the residents of Wellington North Township.

We also work hard to make a difference in the communities we serve in a variety of ways, including delivering safe, reliable and affordable natural gas services, energy efficiency and low-income programs and a wide range of community and charitable efforts. These efforts would not be possible without the support of many partners, including elected representatives from all levels of government, and we look forward to working with you as you take up your duties.

On a broader level, this is an exciting time for Ontario, as decisions being made today about energy issues will help chart the future of the province's communities, large and small.

As you know, new supplies of North American gas have dramatically changed the natural gas market – we now have more than 100 years of supply – and, as a result, prices are lower and more stable than ever.

While natural gas is expected to continue to be the most affordable energy option for the long-term, we also know that conservation is the best way to permanently lower energy costs over time. The average Union Gas residential customer today uses about one-third less natural gas than they did a decade ago. To encourage conservation, we provide a variety of tools and educational programs to give consumers the power to manage their energy use and cost.

We also have a long-standing partnership with the United Way to help low-income families year-round with emergency financial circumstances. This year through the Winter Warmth program, more than \$1 million in energy relief grants are being provided to low-income Union Gas customers across the province that are facing financial difficulties and are having trouble paying their home heating bills. More information about the program in your area can be found at [uniongas.com/community/winter-warmth](http://uniongas.com/community/winter-warmth).

Should you or your staff require any information or assistance, please do not hesitate to contact me at [mcostello@uniongas.com](mailto:mcostello@uniongas.com) or my office.

Once again, congratulations and best wishes for a successful and productive term.

Sincerely,

Steve Harrison  
Utility Service Manager Waterloo North  
(519)885-7413

Murray D. Costello P. Eng.  
District Manager  
Waterloo/Brantford  
(519)885-7425



25 November, 2014

Canada Post  
955 Highbury Ave  
London, ON  
N5Y 1A3

Att: Deepak Chopra, Chief Executive Officer,  
Andy Paterson, Municipal Relations,  
Dean Woronski, President, CUPW,  
and  
Ontario Municipalities (via e mail)

Re: Reconsider Decision to Eliminate Home to Home Postal Delivery

Please note that the Corporation of the County of Huron passed the following motion at the November 24<sup>th</sup> meeting:

Moved by: Councillor Van Diepenbeek and Seconded by: Councillor Vincent  
THAT:

The Council of the County of Huron approve the following motion:

WHEREAS Canada Post has proposed a plan to end residential home delivery in Canada;

AND WHEREAS the lack of home delivery will disadvantage many seniors and people with mobility problems and will be compounded during inclement weather;

THEREFORE BE IT RESOLVED THAT the County of Huron does not support the proposed plan to eliminate residential home to home delivery and herein petition Canada Post to reconsider this plan immediately and retain this valuable service for communities.

AND FURTHER THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario (AMO), Federation of Canadian Municipalities (FCM), municipalities in Ontario, as well as to our local MP, MPP and representatives of Canada Post and its unions to encourage others to speak up against this plan.

**OFFICE OF THE WARDEN**

Corporation of the County of Huron, 1 Court house Square, Goderich, Ontario N7A 1M2 CANADA

Tel: 519.524.8394 Fax: 519.524.2044 Toll Free: 1.888.524.8394 (519 area only)

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





Home postal delivery is essential for seniors and others living in our community with a variety of abilities and health issues. If the home to home delivery is discontinued, it would deny those individuals access to their regular mail delivery and have an adverse impact on their quality of life.

In addition, the proposed changes would have an adverse economic effect on our communities with regard to employees, local postal services and the economy.

Sincerely,

Joe Steffler  
Warden

Cc Association of Municipalities  
Federation of Canadian Municipalities  
Ben Lobb, MP for Huron-Bruce  
Lisa Thompson, MPP for Huron-Bruce

**OFFICE OF THE WARDEN**

Corporation of the County of Huron, 1 Court house Square, Goderich, Ontario N7A 1M2 CANADA

Tel: 519.524.8394 Fax: 519.524.2044 Toll Free: 1.888.524.8394 (519 area only)

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

The Corporation of the Township of Pelee  
COUNCIL RESOLUTION

Date: December 1, 2014

Resolution 2014- 142	
Moved by: <i>DM [Signature]</i>	Seconded by: <i>PL [Signature]</i>

The Corporation of the Township of Pelee hereby requests that Canada Post reconsider eliminating home to home postal services;

WHEREAS Canada Post has proposed a plan to end residential home delivery in Canada;

AND WHEREAS the lack of home delivery will disadvantage many seniors and people with mobility issues which will be compounded during inclement weather;

THEREFORE BE IT RESOLVED THAT the Township of Pelee does not support the proposed plan to eliminate residential home to home delivery and herein petition Canada Post to reconsider this plan immediately and retain this valuable service for communities;

AND FURTHER THAT a copy of this resolutions be forwarded to the Association of Municipalities of Ontario (AMO), Federation of Canadian Municipalities (FCM), municipalities on the County of Essex, as well as local MP, MPP and representatives of Canada Post and its unions to encourage others to speak up against this plan.

RESOLUTION RESULT	RECORDED VOTE	YES	NO
CARRIED		<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEFEATED		<input type="checkbox"/>	<input type="checkbox"/>
DEFERRED		<input type="checkbox"/>	<input type="checkbox"/>
REFERRED		<input type="checkbox"/>	<input type="checkbox"/>
PECUNIARY INTEREST DECLARED		<input type="checkbox"/>	<input type="checkbox"/>
RECORDED VOTE (SEE RIGHT)		<input type="checkbox"/>	<input type="checkbox"/>
WITHDRAWN		<input type="checkbox"/>	<input type="checkbox"/>
MAYOR - RICK MASSE	CAO-WAYNE MILLER		
<i>[Signature]</i>	<i>Wayne Miller</i>		

The above is a certified to be true copy of resolution number 2014 - 142

Wayne Miller  
CAO/Clerk/Treasurer

*Wayne Miller*

RECEIVED

NOV 26 2014

TWP. OF WELLINGTON NORTH

November 17, 2014

Dear Mr. Mike Givens:

Thank you so much for the continued support of Wellington Heights S.S. each year and so graciously sponsoring the Township of Wellington North Scholarship Award each year at commencement. I thankfully was the chosen recipient of this award as well as the Cooks Bus Line Ltd. Award.

I am currently enrolled in the program Fitness and Health Promotion at Humber College, North Campus in Rexdale, ON. Your generous donation will help fund my ACE Personal Fitness Certification taking place early in semester two as well as second semester textbook costs.

Thank you again for the sponsorship of the Township of Wellington North Scholarship Award. And the continued support of Wellington Heights Secondary School.

Regards,



Wes Kroes

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B114/14

APPLICANT

2094940 Ontario Inc.
c/o James Coffey
206 George St.
Arthur, ON N0G 1A0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Arthur Village)
Part Park Lots 1&2, South of Macaulay St
Crown Survey

Proposal is to sever an irregular shaped lot 2.14 hectares with 120.6m frontage on Eliza Street and 169.92m frontage on Macaulay Street, vacant land for proposed industrial use.

Retained parcel is 12.045 hectares with 69.21m frontage on Tucker St., 200m frontage on Macaulay St., 463.5m frontage on Conestoga St., vacant land for future industrial development.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 013 12700 0000

Does this description reasonably describe the parcel holdings? YES (X) NO ( )

If the answer is no, please provide new information: \_\_\_\_\_

Do you consider the proposal to conform to your Official Plan? YES ( ) NO ( )

What Section(s) does it conform to or contravene? (Please specify)

\_\_\_\_\_
\_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES (X) NO ( )

(Please Specify) Section 24 of zoning Bylaw 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES (X) NO ( )

(Please Specify) Section 24 of Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES ( ) NO ( ) N/A ( ) or Minor Variance YES ( ) NO ( ) N/A ( )

Is proposal on an opened maintained year-round public road YES (X) NO ( )

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify \_\_\_\_\_

\_\_\_\_\_

Is the Proposed Lot(s) serviced now by the Municipal Water Services NOT available YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Water YES ( ) NO ( )

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Sewers YES ( ) NO ( )

Is there a Capital Works Project underway to service these lots in the near future YES ( ) NO ( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

**MUNICIPALITY COMMENTING FORM**

**FILE NO: B 114/14**

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES ( ) NO ( )

N/A

Is there any further Information that may assist the Planning and Land Division Committee?

Is the Municipality in support of this application? YES ( ) NO ( )

What Conditions, if any, are requested by the Municipality if the Consent is granted?

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

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

THAT the Owner receives approval from the applicable road authority for an entrance to the retained parcel.

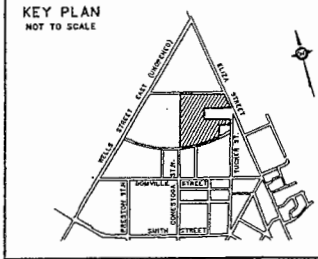
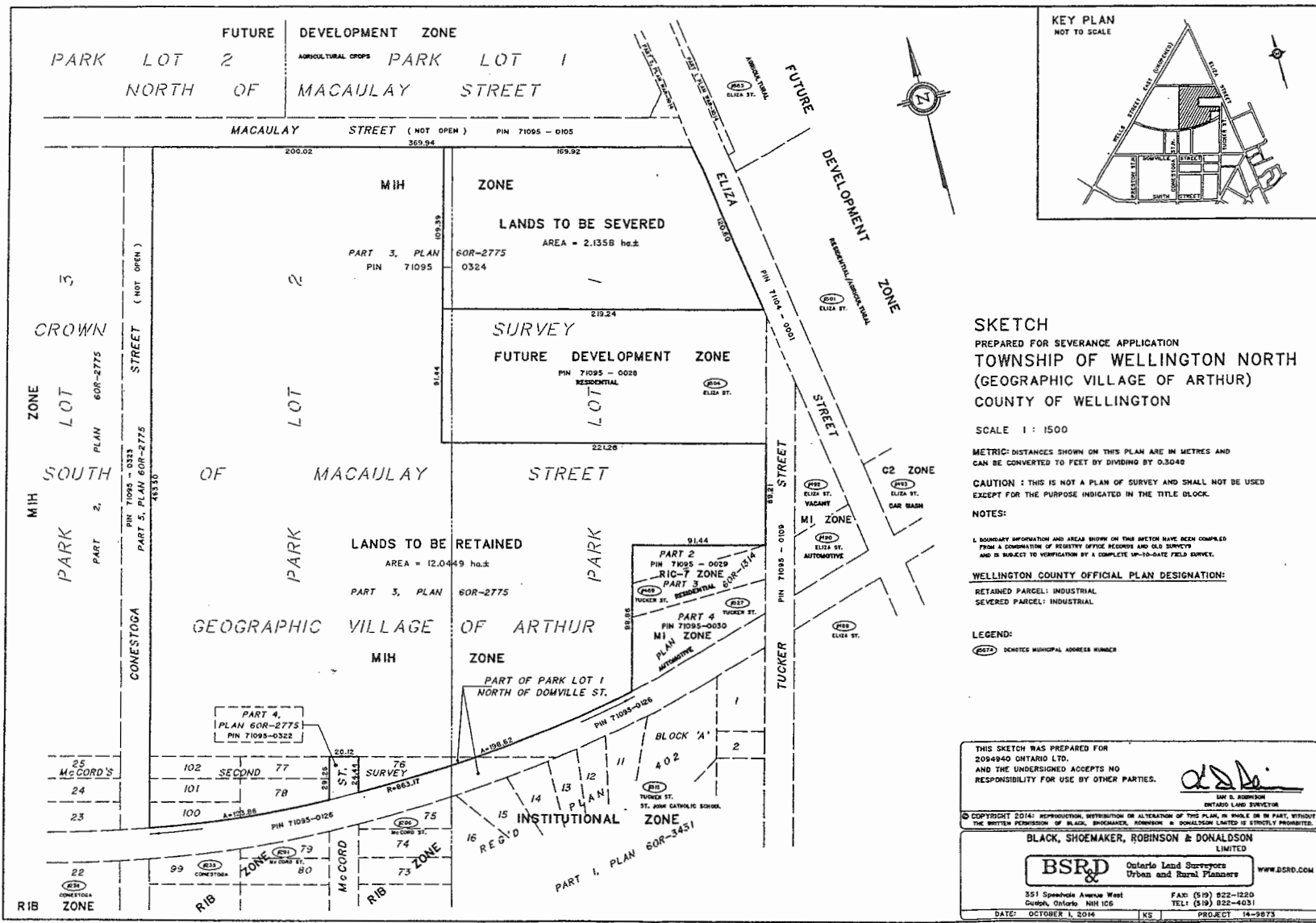
Does the Municipality request a Notice of Decision? YES (X) NO ( )

SIGNATURE: \_\_\_\_\_

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2E0

DATE: December 16, 2014



**SKETCH**  
PREPARED FOR SEVERANCE APPLICATION  
TOWNSHIP OF WELLINGTON NORTH  
(GEOGRAPHIC VILLAGE OF ARTHUR)  
COUNTY OF WELLINGTON

SCALE 1 : 1500  
METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048  
CAUTION : THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

NOTES:  
1. BOUNDARY INFORMATION AND AREAS SHOWN ON THIS SECTION HAVE BEEN COMPILED FROM A COMBINATION OF REGISTRY OFFICE RECORDS AND OLD SURVEYS AND IS SUBJECT TO VERIFICATION BY A COMPLETE UP-TO-DATE FIELD SURVEY.  
WELLINGTON COUNTY OFFICIAL PLAN DESIGNATION:  
RETAINED PARCEL: INDUSTRIAL  
SEVERED PARCEL: INDUSTRIAL  
LEGEND:  
(607) DENOTES MUNICIPAL ADDRESS NUMBER

THIS SKETCH WAS PREPARED FOR 2094940 ONTARIO LTD. AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.  
*(Signature)*  
LARRY S. JOHNSON  
ONTARIO LAND SURVEYOR

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**BLACK, SHOEMAKER, ROBINSON & DONALDSON**  
LIMITED  
**BSRD**  
Ontario Land Surveyors  
Urban and Rural Planners  
www.bsrld.com  
351 Speerside Avenue West  
Caledon, Ontario N1H 1G6  
FAX: (519) 822-1220  
TEL: (519) 822-4031  
DATE: OCTOBER 1, 2014 KS PROJECT 14-9073

R114 / 14



<b>Application</b>	B114/14
<b>Location</b>	Part Park Lots 1 2, s/o Macaulay St., Crown Survey TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/Owner</b>	2094940 Ontario Inc.

**PLANNING OPINION:** This application would sever a vacant 2.13 ha (5.2 ac) Industrial lot in the Urban Centre of Mount Forest. A 12 ha (29.6 ac) irregular shaped Industrial lot will be retained.

This application is consistent with Provincial Policy and generally conforms to the Official Plan.

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

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

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated INDUSTRIAL within the Mount Forest URBAN CENTRE.

Section 10.6.2 States that "new lots may be created in Urban Centres provided that the land will be appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provision of full urban services, wherever such services are available."

The matters under section 10.3.1 were also considered.

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Industrial Holding (M1(H)). It appears that both lots can meet the minimum lot area and frontage requirements.

**SITE VISIT INFORMATION:** The subject property has not been visited to date.

---

Linda Redmond, Senior Planner  
 December 4, 2014

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B125/14

APPLICANT

Willem & Jenneke Roubos
8659 Concession 12-13
R.R.1, Palmerston
NOG 2P0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Arthur Twp)
Part Lots 23 & 24
Concession 11

Proposed severance is 43.6 hectares with 310m frontage, existing and proposed residential and agricultural use with existing dwelling, 4 grain bins, shed and lean-to,

Retained parcel is 41 hectares with 228m frontage, existing and proposed agriculture use.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 010 14600 0000

Does this description reasonably describe the parcel holdings? YES ( X ) NO ( )

If the answer is no, please provide new information: \_\_\_\_\_

Do you consider the proposal to conform to your Official Plan? YES ( ) NO ( )

What Section(s) does it conform to or contravene? (Please specify)

\_\_\_\_\_
\_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES ( X ) NO ( )

(Please Specify) Section 8 of zoning Bylaw 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES ( X ) NO ( )

(Please Specify) Section 8 of Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES ( ) NO ( ) N/A ( ) or Minor Variance YES ( ) NO ( ) N/A ( )

Is proposal on an opened maintained year-round public road YES ( X ) NO ( )

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify \_\_\_\_\_

\_\_\_\_\_

Is the Proposed Lot(s) serviced now by the Municipal Water YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Water YES ( ) NO ( )

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Sewers YES ( ) NO ( )

Is there a Capital Works Project underway to service these lots in the near future YES ( ) NO ( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?



MUNICIPALITY COMMENTING FORM

FILE NO: B 125/14

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES ( X ) NO ( )

Is there any further information that may assist the Planning and Land Division Committee?

Is the Municipality in support of this application? YES ( ) NO ( )

What Conditions, if any, are requested by the Municipality if the Consent is granted?

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

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

THAT the Owner receives approval from the applicable road authority for an entrance to the retained parcel.

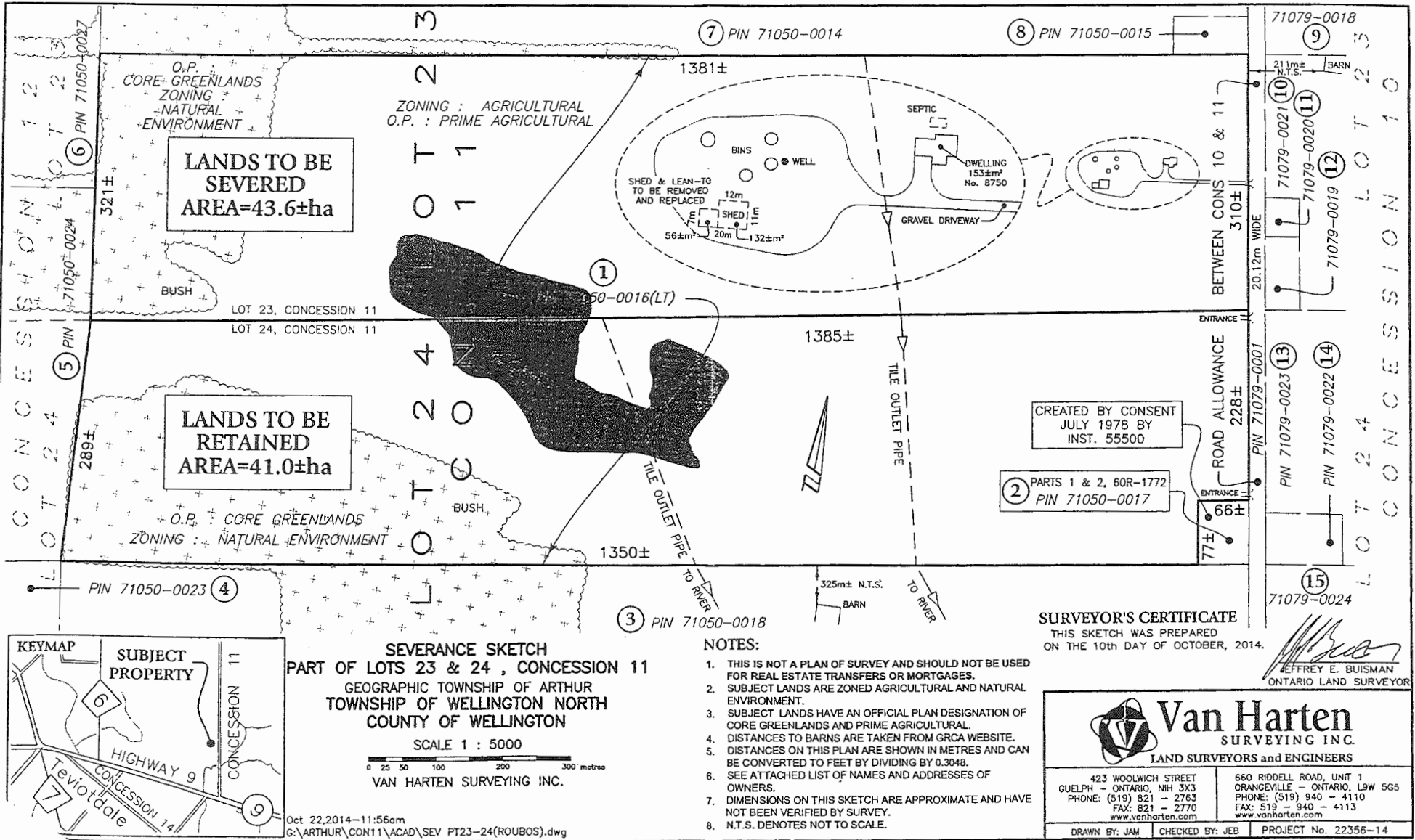
Does the Municipality request a Notice of Decision? YES ( X ) NO ( )

SIGNATURE: \_\_\_\_\_

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2E0

DATE: December 16, 2014



**SEVERANCE SKETCH**  
PART OF LOTS 23 & 24, CONCESSION 11  
GEOGRAPHIC TOWNSHIP OF ARTHUR  
TOWNSHIP OF WELLINGTON NORTH  
COUNTY OF WELLINGTON

SCALE 1 : 5000

0 25 50 100 200 300 metres

VAN HARTEN SURVEYING INC.

- NOTES:**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
  2. SUBJECT LANDS ARE ZONED AGRICULTURAL AND NATURAL ENVIRONMENT.
  3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF CORE GREENLANDS AND PRIME AGRICULTURAL.
  4. DISTANCES TO BARNS ARE TAKEN FROM GRCA WEBSITE.
  5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
  6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.
  7. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.
  8. N.T.S. DENOTES NOT TO SCALE.

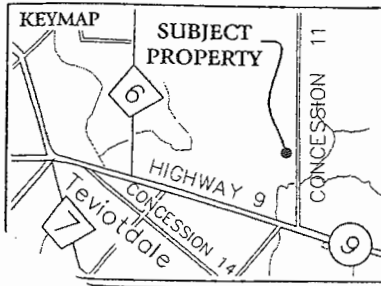
**SURVEYOR'S CERTIFICATE**  
THIS SKETCH WAS PREPARED  
ON THE 10th DAY OF OCTOBER, 2014.

*Jeffrey E. Buisman*  
**JEFFREY E. BUISMAN**  
ONTARIO LAND SURVEYOR

**Van Harten**  
SURVEYING INC.  
LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH - ONTARIO, N1H 3Y3 PHONE: (519) 821 - 2763 FAX: 821 - 2770 www.vanharten.com	660 RIDDELL ROAD, UNIT 1 ORANGEVILLE - ONTARIO, L9W 5G5 PHONE: (519) 940 - 4110 FAX: 519 - 940 - 4113 www.vanharten.com
---	---

DRAWN BY: JAM | CHECKED BY: JEB | PROJECT No. 22356-14



Oct 22, 2014-11:56am  
G:\ARTHUR\CON11\ACAD\SEV PT23-24(ROUBOS).dwg



<b>Application</b>	B125/14
<b>Location</b>	Part Lots 23 & 24, Concession 11 TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/Owner</b>	Willem & Jenneke Roubos

**PLANNING OPINION:** This application would sever an existing farm into two separate parcels with areas of 41 ha (101 ac.) and 43.6 ha (107.7 ac.). The severed parcel is occupied by a dwelling and farm buildings. The retained parcel is vacant.

This application is consistent with the Provincial Policy Statement and would generally conform to the Official Plan. We have no concerns.

**PLACES TO GROW:** No issues.

**PROVINCIAL POLICY STATEMENT (PPS):** The creation of new residential lots in prime agricultural areas is discouraged, except in accordance with policy 2.3.4.1(a). According to this policy, lot creation in prime agricultural areas may be permitted for agricultural uses provided that the lots are of a size appropriate for the type of agricultural uses common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS. According to Section 10.3.2, new lots for agricultural operation will normally be a minimum of 35 hectares.

The matters under Section 10.1.3 were also considered.

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

**SITE VISIT INFORMATION:** The subject property was visited on December 3, 2014. Notice Cards were posted and the survey sketch appears to meet the application requirements.

---

Linda Redmond, Senior Planner  
December 4, 2014

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B126/14

APPLICANT

Ronald Densmore
8718 Sideroad 13
R.R.#2
Arthur, ON N0G 1A0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (West Luther)
Part Lot 12
Concession 4

Proposed lot line adjustment is 7.1 hectares with no frontage, vacant land to be added to abutting agricultural parcel with existing dwelling, & 2 sheds - Ronald Densmore.

Retained parcel is 13.3 hectares with 6748m frontage, existing and proposed agriculture & idle land.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 014 13000 0000

Does this description reasonably describe the parcel holdings? YES (X) NO ( )

If the answer is no, please provide new information: \_\_\_\_\_

Do you consider the proposal to conform to your Official Plan? YES ( ) NO ( )

What Section(s) does it conform to or contravene? (Please specify)

\_\_\_\_\_
\_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES (X) NO ( )

(Please Specify) Section 8 of zoning Bylaw 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES (X) NO ( )

(Please Specify) Section 8 of Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES ( ) NO ( ) N/A ( ) or Minor Variance YES ( ) NO ( ) N/A ( )

Is proposal on an opened maintained year-round public road YES ( ) NO ( )
If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify \_\_\_\_\_

\_\_\_\_\_

Is the Proposed Lot(s) serviced now by the Municipal Water YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Water YES ( ) NO ( )

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES ( ) NO ( )

Is the Retained Lot serviced now by Municipal Sewers YES ( ) NO ( )

Is there a Capital Works Project underway to service these lots in the near future YES ( ) NO ( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

**MUNICIPALITY COMMENTING FORM**

**FILE NO: B 126/14**

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES ( X ) NO ( )

Is there any further Information that may assist the Planning and Land Division Committee?

Is the Municipality in support of this application? YES ( ) NO ( )

What Conditions, if any, are requested by the Municipality if the Consent is granted?

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

Does the Municipality request a Notice of Decision? YES ( X ) NO ( )

SIGNATURE: \_\_\_\_\_

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2EO

DATE: December 16, 2014

LOT 13  
CON 5

LOT 13  
CON 3

PIN 71117-0005

DWELLING  
No. 8725

LOT 13,

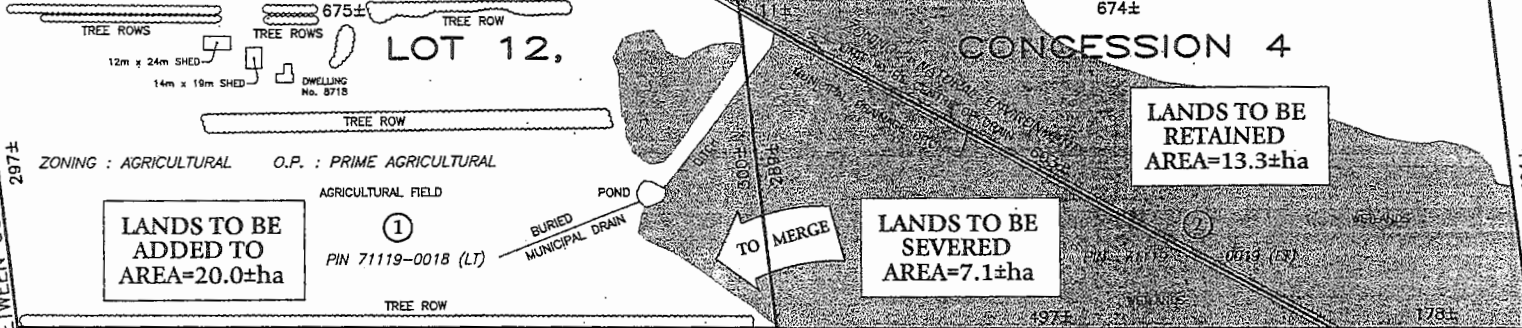
CONCESSION 4,

⑦ PIN 71118-0003

PIN 71118-0077

20.12m WIDE ROAD ALLOWANCE BETWEEN LOTS 12 AND 13 PIN 71118-0001 (SIDEROAD 13)

LOT 12, CONCESSION 5  
PIN 71116-0036  
ROAD ALLOWANCE BETWEEN CONCESSIONS 4 AND 5  
20.12m WIDE  
PIN 71116-0002



LANDS TO BE  
ADDED TO  
AREA=20.0±ha

LANDS TO BE  
SEVERED  
AREA=7.1±ha

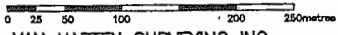
LANDS TO BE  
RETAINED  
AREA=13.3±ha

LOT 12,

④ PIN 71119-0017

DWELLING  
No. 8516

**SEVERANCE SKETCH**  
**PART OF LOT 12, CONCESSION 4**  
**GEOGRAPHIC TOWNSHIP OF WEST LUTHER**  
**TOWNSHIP OF WELLINGTON-NORTH**  
**COUNTY OF WELLINGTON**  
**SCALE 1 : 4000**



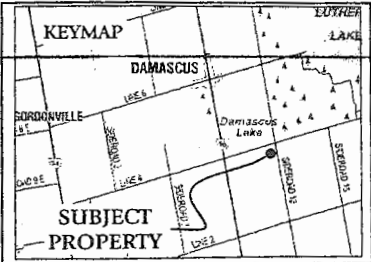
VAN HARTEN SURVEYING INC.

**SURVEYOR'S CERTIFICATE**  
 THIS SKETCH WAS PREPARED ON  
 THE 30th DAY OF OCTOBER, 2014

JEFFREY E. BUJSMAN  
 ONTARIO LAND SURVEYOR

**NOTES:**

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED AGRICULTURAL & NATURAL ENVIRONMENT.
3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF PRIME AGRICULTURAL & CORE GREENLANDS.
4. DISTANCES TO BARNs ARE TAKEN FROM GRCA WEBSITE.
5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.
7. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.
8. N.T.S. DENOTES NOT TO SCALE.



**Van Harten**  
 SURVEYING INC.  
 LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH - ONTARIO, N1H 3X3 PHONE: (519) 821 - 2763 FAX: 821 - 2770 www.vanharten.com	660 RIDDELL ROAD, UNIT 1 ORANGEVILLE - ONTARIO, L9W 5G5 PHONE: (519) 840 - 4110 FAX: 519 - 840 - 4113 www.vanharten.com
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DRAWN BY: JAM | CHECKED BY: JEB | PROJECT No. 22449-14

Oct 30, 2014-3:16pm  
 G:\WEST LUTHER\con 4\acad\SEV PT12(DENSMORE).dwg



<b>Application</b>	B126/14
<b>Location</b>	Part Lot 12, Concession 4 TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/Owner</b>	Ronald Densmore

**PLANNING OPINION:** This application for a lot line adjustment would sever a 7.1 ha (17.5 ac) vacant parcel and merge it with an adjacent agricultural parcel with existing dwelling and sheds. The resulting parcel will have an area of 27.1 ha (66.9 ac). The retained parcel is 13.3 ha (32.8 ac) and is vacant. The lot line adjustment follows a significant municipal drain.

This application is consistent with Provincial policy and generally conforms to the Official Plan, provided that the following matters are addressed as conditions of approval:

- a) That any concerns of the Conservation Authority can be addressed; and,
- b) That the purchaser take title to the severed lands in the same manner as they hold their abutting land; and,
- c) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent.

**PLACES TO GROW:** No issues.

**PROVINCIAL POLICY STATEMENT (PPS):** Lot line adjustments in prime agricultural areas may be permitted for legal or technical reasons. Legal or technical is defined as "severances for purposes such as easements, corrections of deeds, quit claims, and minor boundary adjustments, which do not result in the creation of a new lot".

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The Greenland features present cover Hazardlands. Section 10.3.5 states that lot line adjustments may be permitted for legal or technical reasons, such as easements, corrections of deeds, quit claims, and minor boundary adjustments. Lot line adjustments may also be permitted where no adverse effect on agricultural will occur.

Lot line adjustments are deemed not to create new lots for the purposes of this plan. The creation of new lots for residences surplus to a farm operation is not permitted.

The matters under section 10.3.1 were also considered.

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Agricultural (A) and Natural Environment (NE).

**SITE VISIT INFORMATION:** The subject property was visited and photographed on December 3, 2014. Notice Cards were not posted and the survey sketch appears to meet the application requirements.

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Linda Redmond, Senior Planner  
 December 4, 2014



<b>APPLICATION #:</b>	B11- 13/10
<b>LOCATION:</b>	Park Lots G, H & I, Mac Donald's Survey TOWNSHIP OF WELLINGTON NORTH
<b>APPLICANT/OWNER:</b>	Betty-Dee Limited

**SUPPLEMENTAL COMMENTS:** These applications were deferred in 2010 by the County of Wellington Land Division Committee. At that time Wellington North Council was not in support of the severances because of a historical position by a former Town of Mount Forest Council to not grant any further severances from this property. The applicant sought the deferral so that they could submit a conceptual plan for the retained lands that would satisfy Councils concerns with the development of the remainder of the parcel.

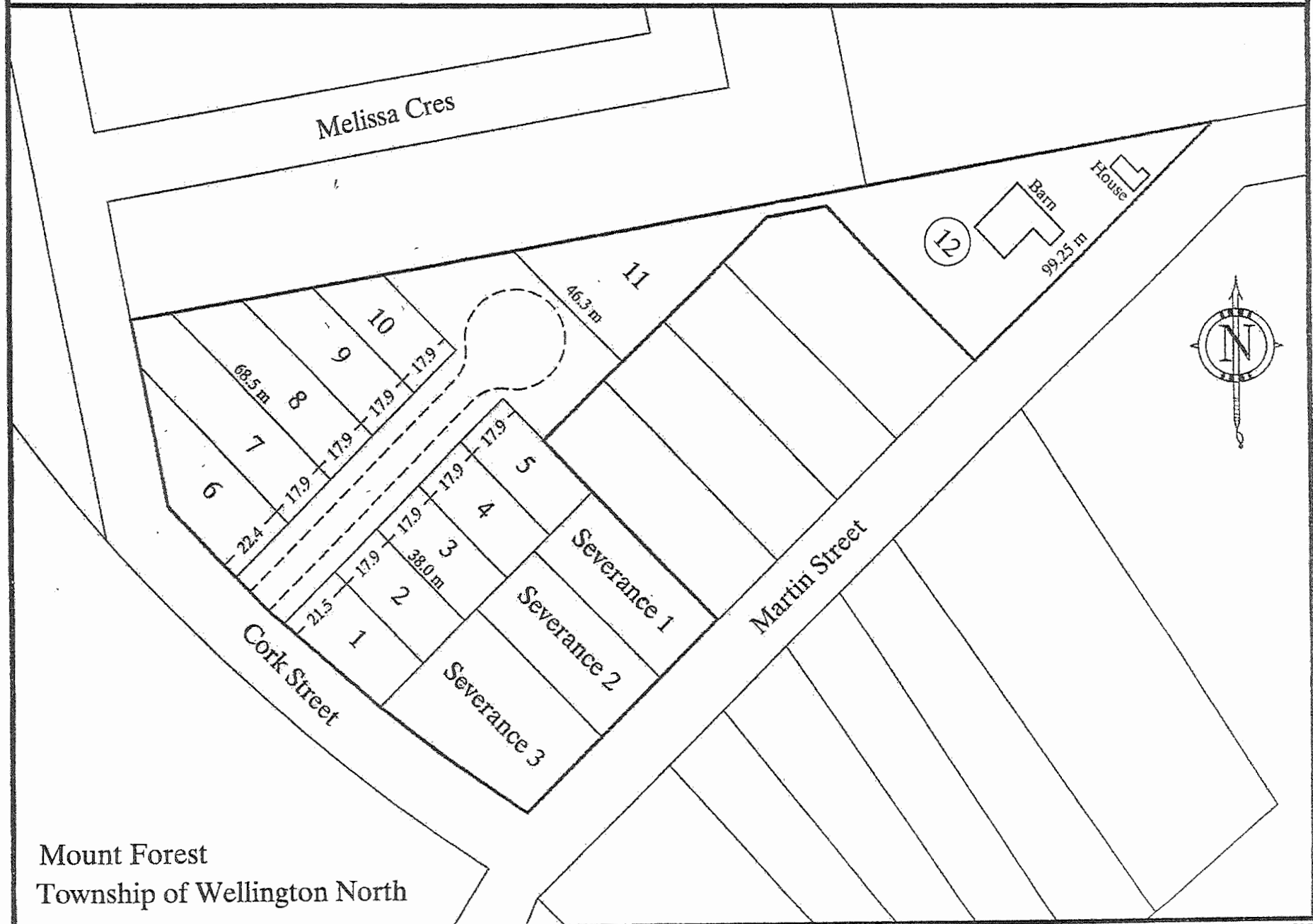
The concept plan (attached) which was submitted shows a cul-du-sac with 11 lots. It is staffs preference to leave the retained lands as one block for future development of a higher density residential use. The concept plan as submitted does not utilize the entire parcel adequately and there is sufficient land area retained in order to develop this parcel with multi residential uses such as an apartment or townhouse development.

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Linda Redmond, Senior Planner  
December 5, 2014



# Conceptual Drawing of Possible Future Residential Development



Mount Forest  
Township of Wellington North

179



<b>APPLICATION #:</b>	B11- 13/10
<b>LOCATION:</b>	Park Lots G, H & I, Mac Donald's Survey TOWNSHIP OF WELLINGTON NORTH
<b>APPLICANT/OWNER:</b>	Betty-Dee Limited

**PLANNING OPINION:** Located within the Mount Forest Urban Centre, this proposal would create three residential lots with the following lot sizes:

Parcel 1 – B11/10 contains a frontage of 24.38 m (79.9') and an area of 1300.4 sq.m. (13997.8 sq.ft.) and is currently vacant;  
 Parcel 2 – B12/10 contains a frontage of 24.38 m (79.9') and an area of 1300.4 sq.m. (13997.8 sq.ft.) and is currently vacant;  
 Parcel 3 – B13/10 contains a frontage of 31.27 m (102') and an area of 1937 sq.m. (20850 sq.ft.) and is currently vacant.

The retained parcel has 99.25 m (1068') of frontage and an area of 4.5 ha. (11.2 ac.) and is currently occupied by a dwelling and shed.

This application is consistent with the Provincial Policy Statement and generally conforms to the County Official Plan. We have no concerns, provided that servicing and safe access can be addressed to the satisfaction of the local municipality.

**PROVINCIAL POLICY STATEMENT (PPS):** Intensification and redevelopment is encouraged within settlement areas such as Mount Forest.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject lands are designated RESIDENTIAL within the Mount Forest Urban Centre.

New lots may be created in Urban Centres provided that the land will be appropriately zoned. Lot creation will normally proceed by plan of subdivision and will be based on the provision of full urban services, wherever such services are available. Plans of subdivision will normally be required when:

- a) four or more lots (including the retained) are being created, or
- b) a new road or a substantial extension to an existing road is required, or
- c) where special concerns or issues exist which would best be dealt with through a plan of subdivision.

The matters under Section 10.1.3 were also considered, including b) "that all lots can be adequately serviced....", d) "that all lots will have safe driveway access to an all-season maintained public road...." and k) "that all new lots shall have logical lot lines given existing lot patterns in the area, natural and human-made features and other appropriate considerations".

**LOCAL ZONING BY-LAW:** The subject lands are zoned R2 – Residential. The severed lots and retained parcel will comply with the minimum frontage and area.

**SITE VISIT INFORMATION:** The subject property was visited and photographed on December 2, 2009. Notice Cards were posted and the survey sketch appears to meet the application requirements.

\_\_\_\_\_  
 Linda Redmond, Planner  
 December 8, 2009





# Township of Wellington North

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

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December 10, 2014

Applications B11-13/10  
Betty Dee Limited

Township of Wellington North comments:

The area is serviced by water and sewer, the properties may already have some pre-servicing completed.

Conditions:

1. THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.
2. THAT the Owner receives approval from the applicable road authority for entrances to the severed and retained.
3. THAT the Owner satisfy the requirement in reference to parkland dedication.
4. THAT the Owner is responsible for road upgrades.

Is the Municipality in support of this application? YES ( ) NO ( )

Does the Municipality request a Notice of the Decision YES ( ) NO ( )

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

FAXED

RECEIVED

11

NOV 18 2009

MUNICIPALITY COMMENTING FORM

TWP. OF WELLINGTON NORTH

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B11/10

APPLICANT

Betty Dee Limited
c/o Diane McDonald
RR#1
Formosa ON N0G 1W0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Mount Forest)
Park Lots G, H & I
MacDonald's Survey

Proposal is to sever a lot 24.38m x 53.34m = 1300.4 square metres, (Sever 1 on sketch ) vacant land for proposed urban residential use.

Retained irregular shaped parcel is 18,400 square metres with 99.25m frontage on Martin Street and 150.7m frontage on Cork Street, existing and proposed urban residential use with existing house and vacant frame barn.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 006 06500 0000

Does this description reasonably describe the parcel holdings? YES(x) NO( )

If answer is no, please provide new information: \_\_\_\_\_

Do you consider this proposal to conform to your Official Plan? YES( ) NO( )

What Section(s) does it conform to or contravene? (Please specify) \_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES [x] NO [ ]

(Please Specify) Section 12, Zoning Bylaw 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES [x] NO [ ]

(Please Specify) Section 12, Zoning Bylaw 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-Law to permit the proposal to conform? YES( ) NO( ) N/A( ) or Minor Variance YES( ) NO( ) N/A( )

Is proposal on an opened maintained year-round public road YES(x) NO( )

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road ?

Please specify \_\_\_\_\_

Is the Proposed Lot(s) serviced now by Municipal Water YES(x) NO( )

Is the Retained Lot serviced now by Municipal Water YES(x) NO( )

Is the Proposed Lot(s) serviced now by Municipal Sewers YES(x) NO( )

Is the Retained Lot serviced now by Municipal Sewers YES(x) NO( )

Is there a Capital Works Project underway to service these lots in the near future YES( ) NO( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

Page Two:

MUNICIPALITY COMMENTING FORM

FILE NO: B11/10

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?  
YES [ ] NO [x]

Is there any further information that may assist the Planning and Land Division Committee?  
[A letter may be attached if there is insufficient space to explain]

Owner paid to have services installed to proposed lot when Martin St. was re-constructed but was given no guarantee that a severance would be granted.

Owner is also aware that the former Town of Mount Forest Council stated that no further severances would be allowed when they approved the previous four severances. The balance was to be developed as one parcel.

Council did not support the application as presented. Further information is required in regards to the overall development of property.

Is the Municipality in support of this application? YES ( ) NO [x]

What Conditions, if any, are requested by the Municipality if the Consent is granted?

The owner must satisfy the requirements to the Township with reference to parkland dedication.

Does the Municipality request a Notice of the Decision? YES(x) NO ( )

SIGNATURE Lashy Brown

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7W., Kenilworth, ON NOG 2E0

DATE: December 15, 2009

FAXED

RECEIVED

NOV 18 2009

13

MUNICIPALITY COMMENTING FORM

TWP. OF WELLINGTON NORTH

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B12/10

APPLICANT

Betty Dee Limited
c/o Diane McDonald
RR#1
Formosa ON N0G 1W0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Mount Forest)
Park Lots G, H & I
MacDonald's Survey

Proposal is to sever a lot 24.38m x 53.34m = 1300.4 square metres, (Sever 2 on sketch ) vacant land for proposed urban residential use.

Retained irregular shaped parcel is 18,400 square metres with 99.25m frontage on Martin Street and 150.7m frontage on Cork Street, existing and proposed urban residential use with existing house and vacant frame barn.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER 23 49 000 006 06500 0000

Does this description reasonably describe the parcel holdings? YES(x) NO( )

If answer is no, please provide new information: \_\_\_\_\_

Do you consider this proposal to conform to your Official Plan? YES( ) NO( )

What Section(s) does it conform to or contravene? (Please specify) \_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES(x) NO [ ]

(Please Specify) Section 12, Zoning By-law 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES [x] NO [ ]

(Please Specify) Section 12, Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-Law to permit the proposal to conform? YES( ) NO( ) N/A( ) or Minor Variance YES( ) NO( ) N/A( )

Is proposal on an opened maintained year-round public road YES(x) NO( )

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road ?

Please specify \_\_\_\_\_

Is the Proposed Lot(s) serviced now by Municipal Water YES(x) NO( )

Is the Retained Lot serviced now by Municipal Water YES(x) NO( )

Is the Proposed Lot(s) serviced now by Municipal Sewers YES(x) NO( )

Is the Retained Lot serviced now by Municipal Sewers YES(x) NO( )

Is there a Capital Works Project underway to service these lots in the near future YES( ) NO( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

Page Two:

MUNICIPALITY COMMENTING FORM

FILE NO: B12/10

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?  
YES [ ] NO [x]

Is there any further information that may assist the Planning and Land Division Committee?  
[A letter may be attached if there is insufficient space to explain]

Owner paid to have services installed to proposed lot when Martin St. was re-constructed but was given no guarantee that a severance would be granted.

Owner is also aware that the former Town of Mount Forest Council stated that no further severances would be allowed when they approved the previous four severances. The balance of the property was to be developed as one parcel.

Council did not support the application as presented. Further information is required in regards to the overall development of property.

Is the Municipality in support of this application? YES ( ) NO (x)

What Conditions, if any, are requested by the Municipality if the Consent is granted?

The owner must satisfy the requirements to the Township with reference to parkland dedication.

Does the Municipality request a Notice of the Decision? YES (x) NO ( )

SIGNATURE Lachy Moore

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7W., Kenilworth, ON NOG 2E0

DATE: December 15, 2009



FAXED

RECEIVED

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NOV 18 2009

MUNICIPALITY COMMENTING FORM

TWP. OF WELLINGTON NORTH

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B13/10

APPLICANT

Betty Dee Limited
c/o Diane McDonald
RR#1
Formosa ON NOG 1W0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Mount Forest)
Park Lots G, H & I
MacDonald's Survey

Proposal is to sever a lot 31.27m x 53.34m = 1937 square metres, (Sever 3 on sketch ) vacant land for proposed urban residential use.

Retained irregular shaped parcel is 18,400 square metres with 99.25m frontage on Martin Street and 150.7m frontage on Cork Street, existing and proposed urban residential use with existing house and vacant frame barn.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 006 06500 0000

Does this description reasonably describe the parcel holdings? YES(x) NO( )

If answer is no, please provide new information: \_\_\_\_\_

Do you consider this proposal to conform to your Official Plan? YES( ) NO( )

What Section(s) does it conform to or contravene? (Please specify) \_\_\_\_\_

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES [x] NO [ ]

(Please Specify) Section 12, Zoning By-law 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES [x] NO [ ]

(Please Specify) Section 12, Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-Law to permit the proposal to conform? YES( ) NO( ) N/A( ) or Minor Variance YES( ) NO( ) N/A( )

Is proposal on an opened maintained year-round public road YES(x) NO( )

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road ?

Please specify \_\_\_\_\_

Is the Proposed Lot(s) serviced now by Municipal Water YES(x) NO( )

Is the Retained Lot serviced now by Municipal Water YES(x) NO( )

Is the Proposed Lot(s) serviced now by Municipal Sewers YES(x) NO( )

Is the Retained Lot serviced now by Municipal Sewers YES(x) NO( )

Is there a Capital Works Project underway to service these lots in the near future YES( ) NO( )

Approximate Time of Servicing Availability: \_\_\_\_\_

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?



Page Two:

MUNICIPALITY COMMENTING FORM

FILE NO: B13/10

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES [ ] NO [x]

Is there any further information that may assist the Planning and Land Division Committee?

[A letter may be attached if there is insufficient space to explain]

Owner paid to have services installed to proposed lot when Martin Street was re-constructed but was given no guarantee that a severance would be granted.

Owner is also aware that the former Town of Mount Forest Council stated that no further severances would be allowed when they approved the previous four severances. The balance of the property was to be developed in one parcel.

Council did not support the application as presented. Further information is required in regards to the overall development of property.

Is the Municipality in support of this application? YES ( ) NO(x)

What Conditions, if any, are requested by the Municipality if the Consent is granted?

If severance is granted the Township should recover the road upgrade costs for the frontage on Cork Street. This cost is estimated by the Township Engineer.

Owner to satisfy the requirements of the local municipality in reference to parkland dedication.

Does the Municipality request a Notice of the Decision? YES(x) NO( )

SIGNATURE Lesly Brown

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7W., Kenilworth, ON NOG 2E0

DATE: December 15, 2009

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

**BY-LAW NUMBER 99-14**

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

**AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.**

**WHEREAS** Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the “Act”) provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

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

**AND WHEREAS** the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000), where the recipient is an eligible Local Services Board;

**AND WHEREAS** the Township of Wellington North is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

**AND WHEREAS** it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs with respect to the Ontario Community Infrastructure Fund (OCIF).

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF DECEMBER, 2014.**

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**ANDY LENNOX  
MAYOR**

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**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

OCIF – Formula Based Component  
BY-LAW NUMBER 99-14  
SCHEDULE "A"

File Number: OCIF FC-0309

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT**

**BETWEEN:**

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

(“Ontario”)

– and –

The Corporation of the Township of Wellington North

(the “Recipient”)

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

**AND WHEREAS** the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

**AND WHEREAS** the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

**AND WHEREAS** the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

**SECTION 1**  
**INTERPRETATION**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

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

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“**Agreement**” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“**Annual Financial Report**” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“**Auditor General**” means the Auditor General of Ontario.

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

“**Business Day**” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

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

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

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

“**Contract**” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“**Effective Date**” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“**Eligible Costs**” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“**Event of Default**” has the meaning given to it in section 15 of this Agreement.

“**Expiration Date**” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

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

“**Fiscal Year**” means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.

“**Funds**” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“**Indemnified Party**” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“**Ineligible Costs**” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“**Local Services Board**” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“**Minister**” means the Minister of Agriculture, Food and Rural Affairs.

“**Ontario**” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

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

“**Party**” means either Ontario or the Recipient, as the case may be.

“**Project**” means the project described in Part B.1 of Schedule “B” of this Agreement.

“**Project Report**” means the document set out under Part B.1 of Schedule “B” of this Agreement.

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

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

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

**1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

**1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun

shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

- "A" Eligible Project Categories
- "B" Project Report and Annual Financial Report
- "C" Operational Requirements Under The Agreement
- "D" Financial Information For The Project
- "E" Eligible And Ineligible Costs
- "F" Aboriginal Consultation Requirements
- "G" Communications Protocol

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
  - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

## SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule "D" of this Agreement to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.



- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar

authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule "E" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
  - (b) The Recipient still has Funds under its charge, management or control;

- (i) On January 1 of the following calendar year in which the Funds were provided, or
- (ii) Upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

**4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

**4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

## SECTION 5 PAYMENT UNDER AGREEMENT

**5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project in which the Funds are directed;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.

**5.2 Payment Of Funds.** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement.

**5.3 Conditions Precedent For Payment Of Funds.** Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:

- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
- (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
- (c) The Recipient has:
  - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
- b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

**5.4 Withholding Payment Of Funds.** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
  - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

**SECTION 6**  
**RECIPIENT’S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS**

**6.1 Recipient’s Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario’s rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

**6.2 Governance.** The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**6.3 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

## SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
  - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

## SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) A cross-liability clause;
  - (c) Contractual Liability coverage;
  - (d) Products and Completed Operations Liability coverage;
  - (e) Employers Liability;
  - (f) Tenants Legal Liability (for premises/building leases only);

- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

**8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

**9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

**9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

**9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or

employees where the third party entered into a Contract with the Recipient in relation to the Project;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

**9.5 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

## SECTION 10 PROCUREMENT

**10.1 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.



**10.2 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

**10.3 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

**10.4 Contracts.** The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law, information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

**10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

**10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value.** Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

- 10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.
- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

## SECTION 11 ABORIGINAL CONSULTATION

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "F" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.
- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
  - (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
  - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups.** The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule "F" of this Agreement.

## SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "G" of this Agreement.

## SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule "B" of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule "B" of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient's Administrative Officer/Clerk or Treasurer.
  - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient's Chair or secretary.

**SECTION 14**  
**RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION**

**14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

**14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

**14.3 Audits.** Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

**14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

**14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.

**14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

**SECTION 15**  
**DEFAULT AND TERMINATION**

**15.1 Events Of Default.** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
  - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
  - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
  - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

**15.2 Remedies On Default.** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

**15.3 Additional Remedies.** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

**15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;

- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest.** Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

**16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule "C" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.



**16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

**16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

**16.23 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule "C" of this Agreement and Schedules "E" and "F"; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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

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

\_\_\_\_\_  
Name: George Borovilos  
Title: Assistant Deputy Minister (A)

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

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

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”  
ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
  - o Paved Roads
  - o Unpaved Roads
  - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
  - o Water Treatment
  - o Water Distribution/Transmission
- Wastewater
  - o Wastewater Treatment & Disposal
  - o Sanitary Sewer Systems
  - o Storm Sewer Systems (Urban and Rural)
  - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

**SCHEDULE “B”  
PROJECT REPORT AND ANNUAL FINANCIAL REPORT**

**PART B.1 – PROJECT REPORT**

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

**PROPOSED PROJECT REPORTING TABLE**

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31<sup>st</sup> of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

**ANNUAL PROJECT INFORMATION UPDATE**

Section B of the applicable Project Report must be submitted no later than December 31<sup>st</sup> of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

**PART B.2 – ANNUAL FINANCIAL REPORT**

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31<sup>st</sup> of each calendar year.

[

PROJECT REPORTS

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT  
PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31<sup>st</sup>. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION					
For each project, ensure that the following table is filled out:					
Project Category	<input type="checkbox"/> Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) <input type="checkbox"/> Asset Management <i>Choose only one category.</i>				
Project Title	<i>insert a project title (no more than 30 words please)</i>				
Project Description	<i>insert a description of the project. Historic details are not necessary only what you plan on doing.</i>				
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>insert information here</i>	City / Town	<i>insert information here</i>	
	Longitude	<i>insert information here</i>	Latitude	<i>insert information here</i>	
Estimated Total Project Cost	\$ <i>insert dollar value</i>		Formula Funds Expected to be Utilized	\$ <i>insert dollar value</i>	
Proposed Start Date	<i>insert date MM/DD/YYYY</i>		Proposed Completion Date	<i>insert date MM/DD/YYYY</i>	

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31<sup>st</sup>.

PART 1: PROJECT ACTIVITIES	
1. What is the current status of the above project?	
<input type="checkbox"/> In Progress - Ahead of Schedule <input type="checkbox"/> In Progress – On Schedule <input type="checkbox"/> In Progress – Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Not Proceeding	
2. Is there any variance between the project description noted above and the actual project completed or in progress?	
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please describe:	

PART 1: PROJECT ACTIVITIES			
<b>3. For Asset Management Projects – What area did you focus your asset management efforts on?</b>			
<input type="checkbox"/> State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.) <input type="checkbox"/> Desired levels of service (i.e., performance measures, targets, timeframes, etc.) <input type="checkbox"/> Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.) <input type="checkbox"/> Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)			
<b>4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?</b>			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year?		<input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____	
<b>5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.</b>			
	<b>At project completion</b>	<b>Anticipated (1-2 years out)</b>	<b>Details</b>
Asset Management Plan is now a comprehensive plan for all core infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR	
Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

\*This dollar value is the amount to be identified in your Annual Financial Report.

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION	
Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.	
<b>Declaration required for all Projects:</b>	
Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal	<input type="checkbox"/> Yes <input type="checkbox"/> No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

**PART 4: ATTESTATION**

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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**ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT  
PROJECT REPORT B – OTHER ELIGIBLE PROJECTS**



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

**SECTION A: PROPOSED PROJECT REPORTING TABLE**

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31<sup>st</sup>. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

**PART 1: PROJECT DESCRIPTION INFORMATION**

For each project, ensure that the following table is filled out:

Project Type	<input type="checkbox"/> Rehabilitation <input type="checkbox"/> Replacement <input type="checkbox"/> Renewal <i>Note : Expansion Projects are not eligible under OCIF</i>			
Project Category	<input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input type="checkbox"/> Roads (other than resurfacing) <input type="checkbox"/> Bridges <i>Choose only one category.</i>			
Project Title	<i>Insert a project title (no more than 10 words please)</i>			
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>			
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>
Estimated Total Project Cost	<i>\$ insert dollar value</i>	Formula Funds Expected to be Utilized	<i>\$ insert dollar value</i>	
Proposed Start Date	<i>insert date MM/DD/YYYY</i>	Proposed Completion Date	<i>insert date MM/DD/YYYY</i>	

**PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS**

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	<i>Insert response here</i>
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat?	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant.  Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	<i>Insert response here</i>
Known Assertions or Claims	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?	<i>Insert response here</i>
	Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	<i>Provide list of Aboriginal Communities, concerns, assertions or claims expressed and actions taken in response.</i>
	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	<i>Insert response here</i>



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**SECTION B: ANNUAL PROJECT INFORMATION UPDATE**

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31<sup>st</sup>.

PART 1: PROJECT ACTIVITIES			
1. What is the current status of the above project?			
<input type="checkbox"/> In Progress - Ahead of Schedule <input type="checkbox"/> In Progress – On Schedule <input type="checkbox"/> In Progress – Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Not Proceeding			
2. Is there any variance between the project description noted above and the actual project completed or in progress?			
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please describe:			
3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year?		<input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____	
4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR	
Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

\*This dollar value is the amount to be identified in your Annual Financial Report  
 NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

**PART 3: DUTY TO CONSULT DECLARATION**

Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.

**Declaration required for all Projects:**

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.  Yes  No

**Declaration required by Projects with additional Duty to Consult requirements as identified by Ontario**

Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following:  Yes  No

- the project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.  Yes  No

A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.  Yes  No

**PART 4: ATTESTATION**

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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**ANNUAL FINANCIAL REPORT**

ONTARIO COMMUNITY INFRASTRUCTURE FUND – ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

**FUNDS RECEIVED FROM OCIF FORMULA COMPONENT**

(refer to Schedule "D" of your Agreement)

\$ -

**ADDITIONS TO THE FUNDING AMOUNT:**

Add: Any interest earned on the funds received:

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:  
(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB:

- 1. \_\_\_\_\_ \$ -
- 2. \_\_\_\_\_ \$ -
- 3. \_\_\_\_\_ \$ -

TOTAL RECEIVED FROM OTHER RECIPIENTS: \$ -

**TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD:** \$ -

**SUBTRACTIONS FROM THE FUNDED AMOUNT:**

Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:  
(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB:

- 1. \_\_\_\_\_ \$ -
- 2. \_\_\_\_\_ \$ -
- 3. \_\_\_\_\_ \$ -

TOTAL TRANSFERRED TO OTHER RECIPIENTS: \$ -

Subtract: Total formula funds utilized on eligible projects:  
(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name:

- 1. \_\_\_\_\_ \$ -
- 2. \_\_\_\_\_ \$ -
- 3. \_\_\_\_\_ \$ -
- 4. \_\_\_\_\_ \$ -
- 5. \_\_\_\_\_ \$ -

TOTAL FUNDS USED ON ELIGIBLE PROJECTS: \$ -

**TOTAL FUNDS TRANSFERRED OR SPENT:** \$ -

**CLOSING BALANCE OF FUNDS\*:** \$ -

\* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.

**ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER**

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete;
2. Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
3. The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

**SCHEDULE “C”  
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

**PART C.1 – EFFECTIVE DATE OF AGREEMENT**

**C.1.1 *Effective Date Of Agreement.*** This Agreement is effective as of the date that the Minister signs it.

**PART C.2 – EXPIRATION DATE**

**C.2.1 *Expiration Date Of Agreement.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

**PART C.3 – INSURANCE REQUIREMENTS**

**C.3.1 *Insurance Requirements.*** The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

**PART C.4 – SUBMISSION OF PROJECT REPORT**

**C.4.1 *Submission Of Project Report.*** The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31<sup>st</sup> of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31<sup>st</sup> of each calendar year.

**PART C.5 – SUBMISSION OF ANNUAL REPORT**

**C.5.1 *Submission Of Annual Report.*** The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31<sup>st</sup> of the year in which the Funds were received.

**PART C.6 – NOTICE AND CONTACT**

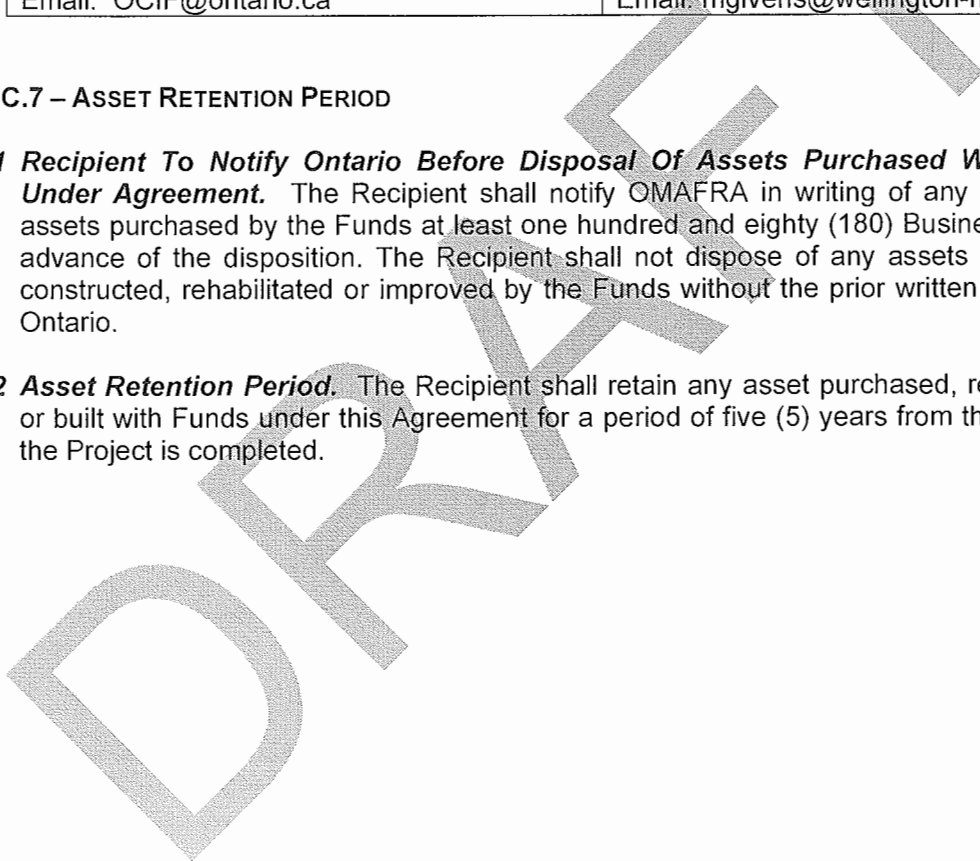
**C.6.1 Notice And Contact Information.** Notices under this Agreement shall be sent to the following persons at the following addresses:

<p><b>To Ontario:</b>                  Ministry of Agriculture, Food and Rural Affairs                  Rural Programs Branch                  1 Stone Road West, 4NW                  Guelph, Ontario N1G 4Y2                  Attention: Joel Locklin, Manager                  Telephone: 519-826-3791                  Fax: 519-826-3398                  Email: OCIF@ontario.ca</p>	<p><b>To Recipient:</b>                  The Corporation of the Township of Wellington North                  7490 Sideroad 7 West, PO Box 125                  Kenilworth, Ontario N0G 2E0                   Attention: Michael Givens                  Telephone: (519) 848-3620                  Email: mgivens@wellington-north.com</p>
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**PART C.7 – ASSET RETENTION PERIOD**

**C.7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.** The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

**C.7.2 Asset Retention Period.** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.



**SCHEDULE “D”  
FINANCIAL INFORMATION FOR THE PROJECT**

**PART D.1 – PROVISION OF FUNDS**

**D.1.1 Funds Provided By Ontario.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 294,841.00	January 1 - December 31, 2015
2016	\$ 294,841.00	January 1 - December 31, 2016
2017	\$ 294,841.00	January 1 - December 31, 2017

**PART D.2 – PAYMENT OF FUNDS**

**D.2.1 Payment of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 <sup>st</sup> Installment (25%)	2 <sup>nd</sup> Installment (50%)	3 <sup>rd</sup> Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

**SCHEDULE “E”  
ELIGIBLE AND INELIGIBLE COSTS**

**PART E.1 – ELIGIBLE COSTS**

**E.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

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

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (i) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

**PART E.2 – INELIGIBLE COSTS**

**E.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

**E.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**E.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.



**SCHEDULE “F”**  
**ABORIGINAL CONSULTATION REQUIREMENTS**

**PART F.1 – PURPOSE AND DEFINITIONS**

**F.1.1 Purpose.** This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

**F.1.2 Definitions.** For the purposes of this Schedule:

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

**PART F.2 – RESPONSIBILITIES OF ONTARIO**

**F.2.1 Ontario’s Responsibilities.** Ontario is responsible for:

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

**PART F.3 – RESPONSIBILITIES OF THE RECIPIENT**

**F.3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

- (d) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (e) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;
- (f) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (g) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (h) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (i) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (j) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (k) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (l) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (m) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (n) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the

Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

- (o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

**F.3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**F.3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

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

**F.3.4 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT**

**F.4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **PART F.5 – GENERAL**

**F.5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

#### **PART F.6 – NOTICE AND CONTACT**

**F.6.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

## **SCHEDULE "G"**

### **COMMUNICATIONS PROTOCOL**

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

#### **PURPOSE**

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

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

#### **PROJECT SIGNAGE**

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

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

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

#### **MEDIA EVENTS**

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

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

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

Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

**PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS**

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

**ISSUES MANAGEMENT**

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

**COMMUNICATING SUCCESS STORIES**

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

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

**DISCLAIMER**

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

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 100-14

### BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES FOR VARIOUS SERVICES PROVIDED BY THE MUNICIPALITY

**WHEREAS** Section 391. (1) of *the Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called "the Act") permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons; and

**WHEREAS** pursuant to Section 69 of *The Planning Act*, R.S.O. 1990, as amended, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters.

**WHEREAS** pursuant to Section 7, *Building Code Act*, S.O. 1992, c25, as amended, provides that a Council of a municipality may pass a by-law to prescribe fees for the processing of applications for permits or for the issuance of permits.

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:

Schedule "A"	-	Administration
Schedule "B"	-	Building Department
Schedule "C"	-	Cemeteries
Schedule "D"	-	Fire/Rescue
Schedule "E"	-	Licensing and Lotteries
Schedule "F"	-	Planning Department
Schedule "G"	-	Recreation
Schedule "H"	-	Roads
Schedule "I"	-	Water & Sewer
Schedule "J"	-	Water & Sewer Rates

2. **THAT** the effective date of the fees and charges are set out in Schedules "A" to "J" inclusive attached hereto.

3. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Provincial Sales Tax (P.S.T.), Goods and Services Tax (G.S.T.) and Harmonized Sales Tax (H.S.T.).
4. That unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.
5. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.
6. **THAT** this by-law shall be known as the "Fees and Charges By-law".
7. **THAT** this by-law shall come into force upon the date of its final passing and By-law Number 104-13 is hereby repealed in its entirety.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 15TH DAY OF DECEMBER, 2014.**

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**ANDY LENNOX,  
MAYOR**

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



**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "A"  
ADMINISTRATION**

**Effective January 1, 2015**

DESCRIPTION	FEE
Marriage Licence	\$100.00
Certification of Documents	\$10.00 per document
Commissioning of Documents (Municipal Forms Only)	No Charge
Commissioning of Documents (Other, if permitted)	\$25.00 per document
Commissioning of Vehicle Transfers	\$15.00
Completion of Pension Forms (Township resident only)	No Charge
Fax Charges	\$1.00 per page local \$2.00 per page long distance
Flags • Wellington North • Canada	\$130.00 \$ 45.00
Freedom of Information Requests (legislated fees)	\$5.00 application fee plus disbursements (i.e. photocopying) plus Record Preparation at \$7.50 per quarter hour
NSF Cheque Charge	\$30.00
Photocopies (8½ x 11)	Black and White \$0.25 per page Colour \$1.50 per page
Tax Certificate	\$50.00
Tax Sale Proceedings	\$250.00 Administration Fee Plus Cost recovery of fees and disbursements as charged by consultants and solicitors
Burial Permit	Out of Municipality \$15.00 Within Municipality \$10.00
Township Pins	\$3.00
Fee for services provided by Municipal employees	\$35.00 (per hour, per employee)
Tax Arrears Penalties & Interest	Refer to current Tax Rates By-law
Civic Addressing 911 Replacement Sign 911 Replacement Post	\$25.00 \$15.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "B"  
BUILDING DEPARTMENT**

Effective January 1, 2015

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.1	Assembly and Institutional Occupancies (Group A & B)	.88	\$252.00
	a) New construction	.00	\$126.00
	b) Renovation/alteration less than 500 Sq. Ft.	.44	\$126.00
	c) Renovation/alteration greater than 500 Sq. Ft.		
1.2	Residential Occupancies (Group C)		
	a) New construction	.88	\$252.00
	b) Basement with ceiling height of 6'-11" (2,100 mm) or greater	.31	\$252.00
	c) Renovation/alteration less than 250 Sq. Ft.	.00	\$252.00
	d) Renovation/alteration greater than 250 Sq. Ft.	.31	\$252.00
	e) Attached garage or carport	.38	\$126.00
	f) Detached garage or carport	.38	\$126.00
	g) Accessory building	.19	\$126.00
h) Deck/porch/veranda	.19	\$126.00	
1.3	Business and Mercantile Occupancies (Group D & E)		
	a) New construction	.88	\$252.00
	b) Restaurants	.88	\$252.00
	c) Renovation/alteration less than 500 Sq. Ft.	.00	\$126.00
d) Renovation/alteration greater than 500 Sq. Ft.	.38	\$126.00	
1.4	Industrial Occupancies (Group F)		
	a) New construction	.50	\$252.00
	b) Renovation/alteration less than 500 Sq. Ft.	.00	\$126.00
c) Renovation/alteration greater than 500 Sq. Ft.	.38	\$126.00	
1.5	Agricultural and Farm Building		
	a) New livestock buildings and additions		
	-First 10,000 Sq. Ft.	.25	\$126.00
	-Over 10,000 Sq. Ft.	.20	\$126.00
	b) Livestock renovations	.02	\$126.00
	c) Sheds/shops	.17	\$126.00
	d) Quonset/economy structure	.12	\$126.00
	e) Silos/grain bins	.05	\$126.00
f) Manure storage or Pit silos			
-Uncovered	.05	\$126.00	
-Covered	.12	\$126.00	
-Roof over existing	.07	\$126.00	
1.6	Temporary Structure		
	a) Portable building (portables, meteorological towers, etc.)		\$252.00
	b) Special occasion tent		\$126.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "B" (CONTINUED)  
BUILDING DEPARTMENT**

Effective January 1, 2015

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.7	Septic Systems a) All classes, new or replacement b) Tank replacement c) Leaching bed replacement		\$504.00 \$126.00 \$378.00
1.8	Commercial Wind Turbines	\$252 admin. plus \$58 per \$1,000 of const. value	
1.9	Buildings or Structures that do not fit elsewhere in this Schedule	\$252 admin. plus \$13 per \$1,000 of const. value	
2.0	Demolition Permit a) Class "A" b) Class "B"		\$126.00 \$252.00
3.0	Conditional Permit Full permit fee as calculated under Section 1 Additional permit security may be required Designated Structure the same as Section 1		\$252.00
4.0	Transfer permit		\$252.00
5.0	Change of Use (no construction)		\$126.00
6.0	Reapplication		\$126.00
7.0	Inspection of wood burning appliance installation		\$126.00
8.0	Pool Enclosure Fence		\$126.00
9.0	L.L.B.O. inspections and letters for occupant loads		\$126.00
10.0	Certificate of Compliance – Building and Zoning		\$94.00

**NOTE TO SCHEDULE**

An investigation fee equal to the applicable building permit fee shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee to be charged when permit is issued, at the discretion of the CBO.

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "C"  
CEMETERIES**

**MOUNT FOREST CEMETERY**

Rates filed in accordance with The Cemeteries Act – effective July 1, 2012

<b>DESCRIPTION</b>	<b>FEE</b>
<b><u>SALE OF PLOTS</u></b>	
Single Grave 3 ½ feet x 10 feet (Care and Maintenance Fund included) (40% of selling price – minimum – \$280.00)	\$800.00
<b><u>INTERMENT CHARGES</u></b> (Opening and closing)	
a) Adult	\$500.00
b) Infant without device and dressing	\$150.00
c) Cremated remains	\$250.00
d) Double depth charge – extra	\$150.00
e) Surcharge - Saturday funerals until 12 noon & holidays -standard	\$300.00
f) Surcharge - Saturday funerals until 12 noon & holidays - cremated	\$200.00
g) Surcharge for Burials that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$100.00
<b><u>DISINTERMENT CHARGES</u></b>	
Disinterment, including reburial at another location in the same cemetery	\$300.00
Disinterment, including lowering remains at the same location	\$250.00
Disinterment, only for reburial in another cemetery	\$250.00
Disinterment, as in (a) above from double depth	\$350.00
Disinterment, as in (c) above from double depth	\$250.00
<b><u>VAULT STORAGE</u></b>	
a) Non-resident	\$150.00
b) Resident	Nil
<b><u>GENERAL</u></b>	
Transfer of Interment Right	\$25.00
<b><u>COLUMBARIUM RATES</u></b>	
Single niche to accommodate two urns (care and maintenance fund included)	\$1,000.00
Interment (opening & sealing compartment)	\$150.00

NOTE: Amendments subject to approval from Ministry of Consumer Services – Cemetery Regulation Unit

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "D"  
FIRE/RESCUE**

**Effective January 1, 2015**

DESCRIPTION	FEE
<b>Inspections: By Request Only</b>	
Single Residence	\$100.00
Institution / Industrial / Commercial	\$100.00
Apartments / Condominiums	\$100.00 plus \$10.00 per unit
<b>Fire Search Fees / Approvals</b>	
Fire Reports	\$150.00
Fire investigation reports	\$150.00
<b>Motor Vehicle Incidents:</b> Non-residents/non-taxpayers of Wellington North are involved in a motor vehicle accident within the municipal boundary of the Township of Wellington North that require the Fire / Rescue to respond to the scene, will be invoiced firstly to the owner's insurance provider. In the case where there is no insurance payable, the owner shall be billed directly	\$410.00 per response unit for first hour and \$205.00 per response unit for each half hour thereafter
<b>Administration &amp; Enforcement:</b>	
Spills Act and Transportation of Dangerous Goods Act: The cleanup of hazardous material spills	Current MTO Rates \$410.00 per vehicle per hour \$205.00 Per Half Hour thereafter  Clean up costs to cover materials used  <b>Plus</b> Administration Fee of \$50.00 per hour
<b>Open Air Burning:</b> Where burn is in contravention with Open Air Burn By-law and/or Fire Prevention and Protection Act	Current MTO Rates \$410.00 per vehicle per hour \$205.00 Per Half Hour thereafter  Clean up costs to cover materials used  <b>Plus</b> Administration Fee of \$50.00 per hour
<b>Securing of Premises:</b>	
Securing of premises after a fire	\$50.00 per hour per Fire-Fighter

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "D" (CONTINUED)  
FIRE/RESCUE**

**Effective January 1, 2015**

DESCRIPTION	FEE
<p><b>False Alarms:</b> The following procedures and fees shall apply only when it has been determined at the discretion of the responding officer of the Township of Wellington North Fire Department that the false alarms were preventable. The totals shall be calculated within each calendar year with each year being considered separately.</p> <p>First False Alarm - Warning</p> <p>Second False Alarm</p> <p>Third False Alarm</p> <p>Four or More False Alarms</p>	<p>n/c</p> <p>\$250.00</p> <p>\$350.00</p> <p>\$200.00 or at the discretion of the Fire Chief MTO Rate</p>
Fire Alarm Monitoring/Fire Watch	\$410.00 per vehicle per hour \$205.00 per half hour thereafter
Liquor Occupancy Permit Authority Have Jurisdiction Letter to Alcohol and Gaming Commission	\$150.00
Fire Safety Plan Review	\$150.00
Fire Extinguisher Training – renewals	\$15.00 pp
- First time	Free
Mobile/Seasonal Vendors Inspection	\$25.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "E"  
LICENCING AND LOTTERIES**

Effective January 1, 2015

DESCRIPTION	FEE
<b>Animal Control</b>	
<b>Kennel Licence</b>	\$150.00 plus \$75.00 inspection fee
<b>Dog Tags</b>	
• First Dog	\$15.00
• Second Dog	\$25.00
• Third Dog	\$35.00
• Fourth Dog	\$45.00
• Fifth Dog	\$55.00
• Additional dogs shall be previous Licence Fee plus additional fee of (Licence fee is escalated)	\$15.00
<b>Replacement Tag</b>	\$10.00
<p>Additional Charges may apply that are recoverable from the dog owner and payable to the Animal Control Officer as the result of enforcement of the Township's Animal Control By-law. These charges are set out in the Animal Control Agreement and may include but are not limited to impounding fees – boarding, service call, disposal and quarantine fees.</p>	
<b>Transient Trader Annual Fees</b>	
Refreshment & Food Vehicle or Stand	\$75.00
Transient Trader (Annual)	\$300.00

DESCRIPTION	FEE
<b>Lottery Licences</b>	
• Raffle	\$20.00
• Blanket	\$20.00
• Bingo	\$20.00
• Other	\$20.00
<b>Break Open Tickets</b>	\$10.00 per box

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "F"  
PLANNING  
Effective January 1, 2015**

DESCRIPTION	FEE
Disbursements	Are recovered at cost and may include but are not limited to: postage, laminating, registration of documents
Recovery of Third Party Fees	Third Party Fees including but not limited to planners, engineers, solicitors, advertising of notices, etc. shall be recovered at cost
Committee of Adjustment – Minor Variance	\$750.00
Zoning Amendment	\$1,500.00
Holding Zone Removal By-law	\$500.00
Plan of Subdivision or Condominium – New or Amendment including conditions of approvals to both Wellington North and County of Wellington	\$10,000.00 Deposit Required to cover: Administration Fee of \$3,000.00 plus Disbursements and Third Party Fees
Site Plan Control Approval and Agreement including amendments	
• Minor	\$3,500.00 Deposit Required to cover: Administration Fee - \$1,000.00 plus Disbursements and Third Party Fees
• Complex	\$6,000.00 Deposit Required to cover: Administration Fee - \$1,500.00 plus Disbursements and Third Party Fees
Lot Grading/surface Works Security Deposit	\$2,000.00 Deposit Required to cover: Administration Fee \$100.00 plus Third Party Fees
Development Agreement	\$5,000.00 Deposit Required to cover: Administration Fee - \$1,500.00 plus disbursements and third Party Fees
Any other applications pursuant to the provisions of the Planning Act i.e. Consent Agreement	\$1,000.00
Certificate of Compliance Plan of Subdivision/Condominium, Site Plan and Development Agreements	\$125.00
Part Lot Control	\$500.00
Severances	
Clearances for Severance Conditions	\$125.00
Cash in Lieu of Parkland (severances) to be used for existing parks and recreation maintenance and development	\$750.00 per lot
Fee for services provided by Municipal employees	\$35.00 (per hour, per employee)
Copy of Zoning By-law	\$30.00

**DEPOSITS**

1. Every applicant for a planning matter referred to in Schedule "F" hereof shall make an application on forms provided by the Municipality and in addition shall sign a deposit agreement in the prescribed form and pay any applicable deposit to the Municipality.
2. The Clerk/Deputy Clerk and/or Treasurer/Deputy Treasurer are hereby authorized to execute the deposit agreement on behalf of the Township.



**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G"  
RECREATION**

**RENTAL FEES & CHARGES  
Effective January 1, 2015**

**(applicable HST not included)**

**ARTHUR AND AREA COMMUNITY CENTRE**

<b>ARTHUR &amp; AREA COMMUNITY CENTRE 150 Domville St.</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>	<b>MUNICIPAL STATUTORY HOLIDAY RATES</b>
<b>LOWER HALL</b>		
<b>Stag &amp; Doe</b>	776.00	932.00
Friday & Saturday & Municipal Holidays	590.00	708.00
Sunday to Thursday	330.00	396.00
Hourly Rates (Special Events Min. 3 Hours)	59.00	71.00
Tournament Rates (Minor Sports)	233.00	280.00
Extra Set Up & Clean Up Time/Hour	53.00	63.50
<b>UPPER HALL</b>		
Friday & Saturday & Municipal Holidays	268.00	321.50
Sunday to Thursday	192.00	230.00
Hourly Rates (Special Events Min. 3 Hours)	35.00	42.00
Tournament Rates (Minor Sports)	192.00	230.00
Local User Groups (Meeting Space when staff available)	N/C	
<b>PAVILION</b>		
One day event	208.00	250.00
Evening Event 5 pm – 1 am	117.00	140.00
Hourly Rate – Minimum of 3 Hours	30.00	36.00
<b>CAMPING (Special Events Only)</b>		
Daily Rate	30.00	36.00
<b>BALL DIAMONDS</b>		
Local Minor Ball per Game – No Lights	34.00	40.00
Adult Rates per Game – No Lights	42.00	49.50
Local Evening Tournament	87.50	102.00
Tournaments per Day	136.00	159.00
Lights per Game	14.00	16.50

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G" (CONTINUED)  
RECREATION**

**ARTHUR AND AREA COMMUNITY CENTRE**

<b>ARTHUR &amp; AREA COMMUNITY CENTRE 150 Domville St.</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>	<b>MUNICIPAL STATUTORY HOLIDAY RATES</b>
<b>ARENA FLOOR</b>		
Minor Sports per Hour	46.50	56.00
Local Adults per Hour	57.50	69.00
Prime – Friday and Saturday	635.50	762.50
Non Prime – Sunday to Thursday	446.00	535.00
Non Resident per Hour	64.50	77.50
<b>ARENA ICE (Prices go up effective June 1<sup>st</sup> annually)</b>		
Minor Sports per Hour	102.00	122.50
Local Adults per Hour	120.50	145.00
Non Resident per Hour	139.00	167.00
Non-Prime (Monday to Friday - 7 a.m. to 3 p.m.)	87.00	104.00
School Rates	35.00	
<b>POOL RENTALS</b>		
Arthur & Area Aquatic Centre per Hour	108.00	126.00
School Rates (All Facilities) Hourly	48.00	
<b>CONN PAVILION</b>		
Day Rate (includes a \$5.00 donation)	78.00	
<b>DAMASCUS HALL</b> Bookings done by Betsy Benham 519-848-3120		
Day Rate	80.00	
<b>WALL &amp; BOARD ADVERTISING (Both Arenas) YEARLY</b>		
Wall Advertising per 4' x 8' Ad & 4' x 4'	232.00	
Board Advertising per 4' x 8' Ad & 4' x 6'	347.00 * 564.00	* Lexan included (new customers)
Board Advertising per 4' x 8' Ad – both arenas	607.00 *1025.00	* Lexan included (new customers)

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G" (CONTINUED)  
RECREATION**

<b>CORKAGE (Both Arenas)</b>	<b>2015</b>
7 oz Plastic Cup	\$0.13
14 oz. Plastic Cup	\$0.18
Bag of Ice	\$3.25
2L Bottle of Pop	\$3.10
Wrist Bands	\$0.27

**MOUNT FOREST & DISTRICT SPORTS COMPLEX**

<b>MOUNT FOREST &amp; DISTRICT SPORTS COMPLEX 850 Princess St.</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>	<b>MUNICIPAL STATUTORY HOLIDAY RATES</b>
<b>COMMUNITY HALL</b>		
Stag & Doe	776.00	932.00
Friday and Saturday	590.00	708.00
Sunday to Thursday	330.00	396.00
Hourly Rates (Special Events Min. 3 Hours)	59.00	71.00
Tournament Rates (Minor Sports)	233.00	280.00
Lions Club Bingo	174.00	209.00
Seniors Club	15.00/hour	17.00/hour
Shuffle Board	15.00/hour	17.00/hour
Karate	15.00/hour	17.00/hour
Blood Donor Clinic	164.00	
Extra Set Up Time/Hour	53.00	63.50
<b>PLUME ROOM</b>		
Day Rate	208.00	250.00
<b>LEISURE HALL (Upper and Lower)</b>		
Day Rate	208.00	250.00
<b>LEISURE HALL AND PLUME ROOM – HOURLY RATE (Upper and Lower)</b>		
Hourly Rate	35.00	42.00
<b>MEETING ROOM</b>		
Local User Groups (when staff available)	\$0.00	
All others Rented by Hour	30.00	36.00
<b>WALKING TRACK</b>		
Cost per Use	2.00	
Cost per Month	15.00	

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G" (CONTINUED)  
RECREATION**

**MOUNT FOREST & DISTRICT SPORTS COMPLEX**

<b>MOUNT FOREST &amp; DISTRICT SPORTS COMPLEX 850 Princess St.</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>	<b>MUNICIPAL STATUTORY HOLIDAY RATES</b>
<b>CORK STREET PAVILION/CONCESSION</b>		
Evening Event (5:00 p.m. – 1 a.m.)	117.50	141.00
One Day Event	208.00	250.00
Hourly Rate	30.00	36.00
<b>SOCCER FIELDS</b>		
Hourly Rate	27.00	31.00
Season Rate for Minor Soccer	6,000.00	
Lights on – Charge per Game	18.00	
<b>BALL DIAMONDS</b>		
Local Minor Ball per Game – No Lights	34.00	40.00
Adult Rates per Game – No Lights	42.00	49.50
½ Day Tournament Rates	90.00	108.00
Tournaments per Day	139.50	167.00
Lights per Game	14.00	16.00
<b>ARENA FLOOR</b>		
Minor Sports per Hour	46.50	56.00
Local Adults per Hour	57.50	69.00
Prime – Friday and Saturday	635.50	762.50
Non Prime – Sunday to Thursday	446.00	535.00
Non Resident per Hour	64.50	74.50
<b>ARENA ICE (Prices go up effective June 1<sup>st</sup> annually)</b>		
Minor Sports per Hour	102.00	122.00
Local Adults per Hour	120.50	145.00
Non Resident per Hour	139.00	167.00
Non-Prime (Monday to Friday - 7 a.m. to 3 p.m.)	87.00	104.00
School Rates	35.00	
<b>SUMMER ICE</b>	132.00	158.50

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G" (CONTINUED)  
RECREATION**

**MOUNT FOREST & DISTRICT SPORTS COMPLEX**

<b>MOUNT FOREST &amp; DISTRICT SPORTS COMPLEX 850 Princess St.</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>	<b>MUNICIPAL STATUTORY HOLIDAY RATES</b>
<b>CORK STREET PAVILION/CONCESSION</b>		
Evening Event (5:00 p.m. – 1 a.m.)	117.50	141.00
One Day Event	208.00	250.00
Hourly Rate	30.00	36.00
<b>SOCCER FIELDS</b>		
Hourly Rate	27.00	31.00
Season Rate for Minor Soccer	6,000.00	
Lights on – Charge per Game	18.00	
<b>BALL DIAMONDS</b>		
Local Minor Ball per Game – No Lights	34.00	40.00
Adult Rates per Game – No Lights	42.00	49.50
½ Day Tournament Rates	90.00	108.00
Tournaments per Day	139.50	167.00
Lights per Game	14.00	16.00
<b>ARENA FLOOR</b>		
Minor Sports per Hour	46.50	56.00
Local Adults per Hour	57.50	69.00
Prime – Friday and Saturday	635.50	762.50
Non Prime – Sunday to Thursday	446.00	535.00
Non Resident per Hour	64.50	74.50
<b>ARENA ICE (Prices go up effective June 1<sup>st</sup> annually)</b>		
Minor Sports per Hour	102.00	122.00
Local Adults per Hour	120.50	145.00
Non Resident per Hour	139.00	167.00
Non-Prime (Monday to Friday - 7 a.m. to 3 p.m.)	87.00	104.00
School Rates	35.00	
<b>SUMMER ICE</b>	132.00	158.50

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "G" (CONTINUED)  
RECREATION**

<b>MOUNT FOREST LION ROY GRANT POOL AND ARTHUR &amp; AREA AQUATIC CENTRE</b>	<b>JANUARY 1<sup>ST</sup>, 2015</b>
Bronze Medallion & Emergency 1st Aid with CPR B	169.00
Bronze Cross with CPR C	169.00
Swim Team (Non Res Fee does not apply) Min of 18 to run program	64.00
<b>GENERAL ADMISSION (HST Included)</b>	
Children Under 5 – 1 Visit	2.00
Children Under 5 – 20 Visit Pass	29.00
Children Under 5 – Season Pass	43.25
Individual 5 years and over – 1 Visit	3.50
Individual 5 years and over – 20 Visit Pass	58.00
Individual 5 years and over – Season Pass	85.50
Family – 1 Visit	11.25
Family 20 Visit Pass	187.50
Family Season Pass	212.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "H"  
ROADS**

**Effective January 1, 2015**

DESCRIPTION	FEE
Inspection Fee	\$100.00
Urban/Rural Damage Deposit Fee including inspection fee	\$2,000.00
Rural/Semi-Urban Entrance Installations	
a) Requires a 9m culvert (up to and including 600mm) including inspection fee	\$1,700.00
b) Entrance that does not require a culvert including inspection fee	\$1,200.00
c) Cost of hidden driveway sign installed	\$100.00
<p>The applicant would be responsible for all costs to supply a culvert over 600 mm in diameter and/or to supply over 12 meters of culvert and/or to upgrade an existing entrance. Costs would be charged at the current rates.</p> <p>Damage Deposit Fees shall be collected when a Building Permit is issued.</p>	

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "I"**

**WATER AND SEWER**

**Effective January 1, 2015**

<b>Water/Sewer Servicing Charges</b>	
Water: Up to and including 1" service	
Paved road with curb and/or sidewalk	\$3,000.00
Paved road only	\$2,500.00
Gravel road only	\$2,200.00
Note: Services over 1" add the following to the above rates:	
1 ½" up to and including 4" service	\$1,200.00
6" service	\$1,700.00
<b>Sanitary Sewer: Up to and including 6" service</b>	
Paved road with curb and/or sidewalk	\$3,600.00
Paved road only	\$3,100.00
Gravel road only	\$2,700.00
Note: Services over 6" add the following to the above rates:	
8" or larger	\$400.00
<b>Exceptions &amp; Special Circumstances:</b>	
1. The following rates apply when the service connection exists at property line or if the connection is made in the boulevard and does not involve disturbing asphalt/sidewalk or curb.	
Note: Extra charges for large services apply.	
Water	\$2,100.00
Sanitary Sewer	\$2,600.00
<b>Subdivision Agreements:</b>	
Mount Forest *Bye Subdivision	\$700.00
- Except Lots 35 - 39	\$900.00
*VandenBroek Subdivision, single family dwelling	\$700.00
- Semi Detached dwelling	\$1,400.00
<b><u>ADDITIONAL COSTS</u></b>	
At the discretion of the Director of Public Works, any connection costs in excess of the above described fees will be invoiced to the proponent.	



**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "I" (CONTINUED)  
PUBLIC WORKS**

**Water and Sewer Rates**

**Effective January 1, 2015**

DESCRIPTION	FEE
<p>Swimming Pool Rate: In addition to the charges for water, being the Residential Rate or the General Service Rate in Arthur and Mount Forest hereinbefore set out, there shall be a separate water rate of \$75.00 payable annually to the Township by the landowner for each swimming pool located on a parcel of land during each year or part thereof. For the purposes of this paragraph a swimming pool shall be an inground or aboveground swimming pool containing 8,000 gallons of water or more.</p>	\$75.00
<p>Bulk Water Pick-Up or Supply: Persons wanting bulk water pick-up or supply must contact the Township Office Monday to Friday between the hours of 8:30 A.M. and 4:30 P.M. to schedule the pick-up or supply. A member of the Township's Water Department must be present when any water is loaded. Unauthorized opening of any Township hydrant is an offence that will have legal implications. The cost for a bulk load or equivalent of water is \$150.00.</p>	\$150.00
<p>Disconnection/Reconnection of Water and Sewer services will only be allowed if the electrical service is also disconnected or reconnected for the same period of time. The charge for either of these services is \$75.00.</p>	\$75.00
<p>Customer Request for Service Interruption: a customer requesting a water service interruption will be charged \$75.00 for this service.</p>	\$75.00
<p>Service Call Request any property owner requesting a service call will be charged a minimum \$75.00 fee if the problem is found to be on the landowner's property. Any involvement by the Township in the repair of services on private property shall be billed to the property owner on a time and material basis.</p>	\$75.00
<p>Connection Fees: must be paid to the Township prior to connection to the distribution system. The installation must be inspected by the Township's Building Department. It is illegal to connect to the Township's Water and Sewage Systems without proper approval. The current Connection Fee information is available at the Township of Wellington North office in Kenilworth.</p>	
<p>Monthly Minimum Rate: metered residential properties shall pay the greater of either the current metered rate or the current flat residential rate for both water and sewer.</p>	

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 100-14**

**SCHEDULE "J"**

**WATER & SEWER RATES**

DESCRIPTION	JANUARY 1 <sup>st</sup> , 2015
<b>Water</b>	
Residential (flat rate)	
Residential - monthly	\$45.67
Residential - annually	\$548.00
Non-residential Customers – Annual Flat Rate	\$657.00
Non-residential	
Rate per cubic metre	\$2.01
<b>Wastewater (Sewer)</b>	
Residential (flat rate)	
Residential - monthly	\$56.17
Residential - annually	\$674.00
Non-residential Customers – Annual Flat Rate	\$808.00
Non-residential	
Rate per cubic metre	\$2.47
<b>Water Account Set up</b> (Wellington North Power)	\$25.00
<b>Water Account Set up</b> (Wellington North Power)	\$25.00

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

**BY-LAW NUMBER 101-14**

**BEING A BY-LAW TO APPOINT A CLERK FOR THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, c.25, as amended,  
Sections 5(3) and 228.

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

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 228 provides that a municipality shall appoint a Clerk to carry out the statutory duties as required under this Act or under any other Act.

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

1. That Karren Wallace is hereby appointed as Clerk of The Corporation of the Township of Wellington North, effective December 16, 2014.
2. That By-law 105-13 is hereby repealed upon the coming into effect of By-law Number 101-14.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 15TH DAY OF DECEMBER, 2014.**

---

**ANDY LENNOX  
MAYOR**

---

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

**BY-LAW NUMBER 102-14**

**BEING A BY-LAW TO APPOINT A DEPUTY CLERK FOR THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, c.25, as amended,  
Sections 5(3) and 228(2).

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

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 228(2) provides that a municipality may appoint deputy clerks who have all the powers and duties of the clerk under this Act or under any other Act.

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

1. That Michael Givens is hereby appointed as Deputy Clerk of The Corporation of the Township of Wellington North, effective December 16, 2014.
2. That the following wording from By-law 4/99 Section 1 be deleted upon the coming into effect of By-law 102-14.

“THAT CATHERINE E. MORE is hereby appointed Deputy Clerk”

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 15TH DAY OF DECEMBER, 2014.**

---

**ANDY LENNOX  
MAYOR**

---

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

**BY-LAW NUMBER 105-14**

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

**AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.**

**WHEREAS** Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

**AND WHEREAS** Ontario Clean Water Agency (OCWA) is in the business of providing operations and maintenance services for wastewater facilities;

**AND WHEREAS** the Corporation of the Township of Wellington North is the owner of the Arthur and Mount Forest Wastewater Facilities, more particularly described in Schedule "A" of the Agreement;

**AND WHEREAS** the Corporation of the Township of Wellington North wishes to retain the services of Ontario Clean Water Agency (OCWA) to operate and maintain the Arthur and Mount Forest Wastewater Facilities;

**AND WHEREAS** it is deemed necessary to enter into an agreement with Ontario Clean Water Agency (OCWA) with respect to operations and maintenance services for the Arthur and Mount Forest Wastewater Facilities.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with the Ontario Clean Water Agency, in substantially the same form as the agreement attached hereto as Schedule "1".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement, on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 15TH DAY OF DECEMBER, 2014.**

---

**ANDY LENNOX  
MAYOR**

---

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 105-14  
SCHEDULE "1"**

**DRAFT**

**SERVICES AGREEMENT**

**BETWEEN**

**ONTARIO CLEAN WATER AGENCY**

**A N D**

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

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**SCHEDULE A - THE FACILITY**

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## SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2015 (the "Effective Date"),

BETWEEN

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

("OCWA")

AND

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

(the "Client")

### RECITALS

- (a) OCWA is in the business of providing operations and maintenance services for wastewater facilities.
- (b) The Client is the owner of the Arthur and Mount Forest Wastewater Facilities 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 \_\_\_\_\_, 2014 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.

**Section 1.2 - Interpretation**

The rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.

**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”). The Client acknowledges and agrees that OCWA bears no responsibility for the design of the Facility.
- (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 Capital Expenditures reasonably recommended by OCWA as per Section 4.4 herein;
  - (ii) failure of the Client to meet its representations and warranties specified in this Agreement;
  - (iii) failure of any equipment at the Facility, unless the failure is due to negligent maintenance by OCWA;
  - (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 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 hereunder in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, endeavour 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) In the event that OCWA determines that a deficiency exists with respect to the operation of the Facility, OCWA will use its best efforts to contact the Client and obtain the Client’s approval prior to undertaking any remedial measures to correct the deficiency. The Client acknowledges that such measures may be beyond the scope of the Services and thus subject to an additional charge.
- (e) Notwithstanding Paragraph 2.2(d) above, 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 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 - Optional Services**

- (a) If requested by the Client, OCWA may provide Optional Services to the Client, 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 2.4 - Standard of Care**

OCWA shall deliver the Services as would a reasonable operator with like skills in like circumstances.

### **Section 2.5 - 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 2.6 - 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 2.7 - 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;

### **Section 2.8 - 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 2.8 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 2.8(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.

**Section 2.9 - 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 2.10 - 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, and therefore, insurance coverage is reviewed annually.
- (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.

**Section 2.11 - Representations and Warranties of OCWA**

OCWA represents and warrants to the Client that the following are true and correct:

- (a) that it has full power and authority and has taken all necessary steps to enter into and perform its obligations under this Agreement; and

- (b) OCWA's staff are trained and capable of providing the Services set out under this Agreement.

### ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

#### **Section 3.1 - Representations and Warranties of the Client**

The Client represents and warrants to OCWA that the following are true and correct:

- (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 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 warrants 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 warrants 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) in accordance with the OHSa 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 4.6.
- (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 wastewater treatment 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 all directors, officers, employees and agents of the Ministry of the Environment (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, in any way, arise from the Services provided under this Agreement.
- (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) 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, 2015 and shall continue in effect for an initial term of one (1) year, ending on December 31, 2015 with an option for one more year from January 1, 2016 to December 31, 2016 (the "Initial Term") and then may be renewed for successive three (3) year terms (each a "Renewal Term") upon agreement between the Parties, unless terminated under 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, 2015. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

### **Section 4.4 - Capital Expenditures**

- (a) “Capital Expenditures” means the charges for all capital items in relation to the Facility, including new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair; maintenance (excluding routine maintenance); any alterations and any associated installations, commissioning, including labour and preselection charges, together with the Service Fee. Capital Expenditures shall be billed to the Client in the same manner as described in Section 5 of Schedule D. These charges would normally be for items beyond the normal “routine” operational estimate as listed in Section 1 of Schedule D, Operations Estimate.
- (b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with an estimate of the Capital Expenditures reasonably required for the operation of the Facility for the following Year. The Client’s written approval of the estimate or revised estimate authorizes OCWA to incur the Capital Expenditures included in the approved estimate (the “Approved Capital Expenditures”).
- (c) OCWA will invoice the Client for the Approved Capital Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

### **Section 4.5 - Unexpected Expenses**

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Capital Expenditures in addition to the Approved Capital 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. MOE or MOL) or identified through an inspection (e.g. ESA, MOE, 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 4.6 - 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 *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 4.6(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 4.7 - Partial Payment of Disputed Invoices**

- (a) If the Client wishes to dispute any portion of an invoice, within forty-five (45) days from the date on the disputed invoice, the Client must provide written notice to OCWA of the charges in dispute. If no written notice is received within the above forty-five (45) days, the invoice shall be deemed to be approved and interest shall be payable by the Client, if still unpaid after thirty (30) days from the Client's receipt of the invoice.
- (b) If the Client disputes any portion of an invoice, the Client shall nonetheless pay to OCWA the undisputed portion of the invoice by the due date and shall also continue to pay all monthly payments of the Estimate and Management Fee due on the first of each month. If any additional amount is finally determined to be payable to OCWA, the Client shall pay OCWA the additional amount, plus interest as provided in Section 4.6 above, within ten (10) days from the date of final determination.
- (c) If the disputed charges cannot be resolved with a reasonable time, the Parties shall seek resolution in accordance with Article 5, Dispute Resolution.

### **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 six (6) calendar months before the expiry of the Current Term, either:
  - (i) 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; or
  - (ii) OCWA shall notify the Client in writing that it wishes to terminate this Agreement at the end of the Current Term.
- (b) If no notice is given as indicated in Clause 6.1(a)(i) or (ii) and the Parties do not agree to negotiate the Estimate for the next Renewal Term within the last six (6) months of the final year of the Current Term, then the Current Term shall be extended by one (1) year and Article 4 will apply accordingly.
- (c) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA 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;
  - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice; and
  - (iv) the complaining Party terminates in accordance with Paragraph 6.1(d).
- (d) Where there is a material breach and: (i) such material breach has not been corrected within the time set out in Paragraph 6.1(c) above; (ii) the material breach has not been referred to mediation pursuant to Section 5.1 of this Agreement; and (iii) the Parties have not otherwise agreed in writing, then the complaining Party may terminate this Agreement by giving at least thirty (30) days notice in writing to the other Party.

- (e) 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.
- (f) After the Initial Term, either the Client or OCWA may terminate this Agreement only as follows:
  - (i) for any reason, upon twelve (12) months prior written notice; or
  - (ii) if there has been a material breach of the Agreement, in accordance with the procedures described in Paragraphs 6.1(c) and 6.1(d) above.
- (g) For greater certainty, continued non-payment of monies owed to OCWA under this Agreement shall constitute a material breach of this Agreement by the Client.

### **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 charges for Capital Expenditures, Unexpected Expenses and Optional Services.

### **Section 6.3 - Final Settlement**

If OCWA ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Actual Charges, Management Fee and any other charges and expenses incurred by OCWA and amounts owing by or to the Client under this Agreement and any Existing Agreement including, but not limited to the outstanding debt, 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 6.4 - Transfer of Operations**

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

- (a) The log book for the Facility.
- (b) All operations manual(s) that were provided by the Client to OCWA at the commencement of the Services.
- (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.

**Section 6.5 - 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 PDC (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 Annual Price.

**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 - Headings**

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

**Section 7.4 - 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 7.5 - Proposal Not Part of Agreement**

OCWA's proposal to the Client to operate the Facility dated     N/A     shall not form part of this Agreement.

**Section 7.6 - Change in Circumstance**

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
- (i) details of the Change in Circumstance;
  - (ii) details of the inadequacy of this Agreement; and
  - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Estimate or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

**Section 7.7 - 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 7.8 - 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 7.9 - Survival**

All representations and warranties given by each of the Parties, all outstanding payment obligations, and the confidentiality obligation under Section 7.14, shall survive indefinitely the termination of this Agreement.

**Section 7.10 - 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 7.11 - 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 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 facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client: Township of Wellington North  
7490 Sideroad 7 W., P.O. Box 125  
Kenilworth, Ontario  
N0G 2E0  
Telephone: 519-848-3620  
Fax: 519-848-3228  
Attention: CAO

(ii) if to OCWA: OCWA West Highlands Hub Office  
78 Centennial Rd, Unit 6  
Orangeville, Ontario  
L9W 3T6  
Telephone: 519-941-1938  
Fax: 519-941-1794  
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 7.12 - 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 7.13 - Freedom of Information**

The Client understands and agrees 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 7.14 - 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)  
Bev Mollard, Vice President, Operations

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

By: \_\_\_\_\_  
(Authorized Signing Officer)  
Dan Atkinson, Vice President  
Finance and Corporate Services

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

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

By: \_\_\_\_\_  
(Authorized Signing Officer)  
Andy Lennox, Mayor

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

By: \_\_\_\_\_  
(Authorized Signing Officer)  
Mike Givens, CAO

## 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 Plants. 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

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 and G 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 Capital 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 2.6 of this Agreement.

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

“**Capital Expenditures**” is defined in Paragraph 4.4(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 in Circumstance**” is defined in Paragraph 7.6(a).

“**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 2014, is the CPI of September 2013 divided by the CPI of September 2012.

“**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 water 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.

“**Hydro Costs**” means hydroelectricity costs due to the operation and maintenance of the Facility.

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

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

“**Insurance**” is defined in Paragraph 2.10(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.

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

“**MOE**” means the (Ontario) Ministry of the Environment.

“**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 Schedule C “the Services” that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 2.3.

“**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.

“**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.

**“PDC”** or **“Process Data Collection”** 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 2.8 of this Agreement.

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

**“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 4.5(a) of this Agreement.

**“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

The Services are set out below:

### **1. Services**

#### **A. Wastewater Treatment**

- (a) Ensure that daily operations comply with Environmental Laws;
- (b) Inspect process control equipment to ensure proper operation of secondary wastewater treatment clarifiers, pumps, blower and aeration systems, filters and other chemical feeders;
- (c) Sound clarifier for sludge depth to ensure proper return rates;
- (d) Operate pump controls and valve controls for pumping of all process streams.
- (e) Remove grit as required including raking of bar screens;
- (f) OCWA staff will on a routine basis:
  - (i) monitor and adjust dosages of process chemical as required;
  - (ii) Check filters and backwash as required, check chemical feed pumps and return sludge rates; and compare to routine calculations and determine operational adjustment requirements.
  - (iii) record and analyze chemicals used, disinfection UV, process water and wastewater flow calculations;
  - (iv) collect samples and perform routine wastewater tests in accordance with the Environmental Compliance Approval or legislation;
- (g) Calculate, record and analyze the amount of wastewater treated, the daily flows and monthly flows, pumping station run hours, and standby equipment running hours, chemicals used, and sludge hauled;
- (h) Complete OCWA's internal operational data forms for statistical input into PDC. This would include in house routine waste water test such as, suspended solids, BOD, Total solids, total ammonia, total phosphorus, temperature, 30 minute settling;
- (i) Calibrate equipment in accordance with the Facility's Environmental Compliance Approve; and
- (j) OCWA staff on a routine and as required bases will hose down weirs, walls and channels in aeration and secondary clarifiers.

**B. Wastewater Collection**

- (a) Ensure that daily operations comply with Environmental Laws;
- (b) Inspect equipment at pumping stations;
- (c) Record flow readings, wet well levels and inspect pumping station for operational needs;
- (d) Inspect and coordinate clean out of wet wells with third party contractors; and
- (e) Calibrate equipment in accordance with the Facility's Environmental Compliance Approval.

**C. Lagoons**

- (a) Ensure that daily operations comply with Environmental Law;
- (b) Inspect wastewater lagoon routinely to inspect berms for erosion and rodent control; and
- (c) Inspect wastewater lagoon routinely, to monitor levels and conditions, odour, and algae growth and to collect lagoon samples as required.

**2. Routine Maintenance**

OCWA will:

- (a) carry out a routine lubrication program including greasing and oiling as required in the lubrication schedule;
- (b) perform routine maintenance duties to equipment by following RISK - BASED preventive maintenance procedures by checking machinery and electrical equipment when required and overhauling equipment when necessary;
- (c) maintain an inventory of all key equipment and tools; and
- (d) Ensure the security of the Facility by locking doors and gates.

**3. Capital Improvements**

OCWA, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacement needs. Parts of the Facility requiring upgrading or improvement will be identified and brought to the attention of the Client in accordance with Paragraph 4.4(b) of this Agreement.



**4. Efficient Operation/Record Keeping**

- (a) OCWA, acting reasonably, is responsible for ensuring the efficient operation of the Facility's processes.
- (b) OCWA will maintain records regarding the operation of the Facility in compliance with Environmental Laws.

**5. Regulatory Matters**

- (a) OCWA shall prepare the Facility for any scheduled inspection by the Ministry of the Environment ("MOE") and shall accompany the MOE during such inspection. OCWA will review with the Client any inspection reports prepared by regulatory authorities that are provided to OCWA.
- (b) Responding to a regulatory report on behalf of the Client (for example, a report of an inspection from the MOE or MOL), either directly or indirectly shall be considered an Unexpected Expense as per Section 4.5. Subject to any approvals of the Client required by Paragraph 4.5(b) of this Agreement, OCWA will either correct deficiencies identified in such inspection reports (in accordance with Paragraph 4.5(a)) or negotiate changes to the reports with the regulatory authorities if related to the operation of the Facility. If any orders are issued by a regulatory authority which will require Capital Expenditures or any additional services, then OCWA may negotiate with the Client to provide such services at additional cost to be agreed upon by the Parties.

**6. 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;

**7. Staffing**

- (a) OCWA will ensure the Facility is operated with certified operators and other trained staff as required by Environmental Laws.
- (b) OCWA will ensure that staff working at the Facility are trained in normal process operation and maintenance of the Facility and that all staff are trained to deal with emergency situations.

**8. Emergency Situations**

- (a) OCWA will ensure that there are contingency plans in place for OCWA staff to address non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.
- (b) In the event of an emergency, OCWA shall implement such contingency plans and shall make all reasonable efforts to maintain the Facility in compliance with Environmental Laws.
- (c) Emergency responses outside of regular work hours shall be billed to the Client in accordance with Section 5 in Schedule D.

**9. Sludge**

- OCWA shall arrange for sludge removal in accordance with all relevant environmental compliance approvals and Environmental Laws in force as of the commencement date of this Agreement indicated in Section 4.1. For the purposes of Paragraph 3(c) under Schedule D of this Agreement, if a provision of the *Nutrient Management Act, 2002* (the “NMA”) or its regulations (as they may be amended from time to time), or any relevant regulatory guidelines on biosolids management and disposal issued by the Ministry of the Environment or Ministry of Agriculture and Food has not yet been phased in as of the commencement date of this Agreement, such provision will be deemed to not yet be in force and shall be considered a change in Environmental Law.
- As owner of the Facility, the Client acknowledges that it shall be the Client’s responsibility to meet the requirements of the NMA regarding preparation and submission of a nutrient management strategy; such requirement is being phased in depending upon the size of the Facility. OCWA may be able to provide assistance in the preparation of the strategy upon the Client’s request and the Parties’ agreement on the scope of the work and price.
- Future NMA requirements also affect sludge haulers with respect to certification. The Client acknowledges that these “new” NMA requirements may affect the price of sludge haulage and therefore would be considered a change in Applicable Laws under Paragraph 4.5(a).

## SCHEDULE D – THE ANNUAL PRICE AND OTHER CHARGES

### **1. Operations Estimate**

No later than October 30th 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 \$374,195.00.

### **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 2.10(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 Expenditures (as described in Section 4.4);
- (c) Unexpected Expenses (as described in Section 4.5);
- (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 \$41,372.00 for the first year of the Initial Term (“Year One”). The Management Fee shall be paid by the Client in twelve (12) equal monthly installments 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 \$3,447.67.

- (b) For the second year (“Year Two”) and subsequent years of the Initial term, the annual Management Fee shall be \$41,372.00 plus the CPI Adjustment.
- (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, (0800 to 1630) shall be billed at \$85.00/hour/person for an operations manager, assistant operations manager or process and compliance technician and \$55.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.42/km/vehicle;
- (b) Labour rates at all other times (after hours and on weekends) shall be billed at \$127.50/hour/person for an operations manager, assistant operations manager or process and compliance technician and \$82.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.42/km/vehicle;
- (c) 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 charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 3% of the first \$2,000; plus
- (b) 7% on the amount from \$2,000 to \$7,500; plus
- (c) 10% on the amount in excess of \$7,500.

For example, the Service associated with a capital project which required \$12,500 in supplies and materials would be \$895 (3% x \$2,000 + 7% x \$5,500 + 10% x \$4,500).

## 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, 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>



November 13, 2014

### **In This Issue**

- What does it take to lead council?
- Congratulations you've been elected to council!
- Taking you to the leaders!
- What is land use planning?
- Save up to 25% on home and auto insurance with LAS and Cowan.
- Career opportunities.

### **Eye on AMO/LAS Events**

What qualities make an effective leader of council? What are the skills you need? What is the job description? How can you lead, manage and collaborate? Get the information you need to be an effective Head of Council with AMO's Heads of Council Training. In class sessions available in Orillia, Sudbury, North Bay, Kingston, London and Temiskaming Shore. Space is limited - reserve a spot today!

Congratulations on being elected to council. Now what? AMO's Councillor Training 101 is designed for newly elected councillors and experienced councillors looking for a refresher. Course content covers roles and responsibilities; personal liability; accountability and transparency; government challenges and implications and much more. Get the complete details on the course and download a registration form today!

The Ontario West Municipal Conference is "Taking You to the Leaders" on December 12, 2014 at the Best Western Lamplighter Inn. This full day of educational sessions covers topics such as asset management, housing, urbanism and more. Full conference and registration details can be found online.

What is land use planning? Why do municipalities need to plan? AMO presents a new online self-directed course in Land Use Planning. Log-in to the AMO online portal today and become familiarized with the basics of land use planning!

### **LAS**

LAS and Cowan Insurance partner to offer staff and elected officials access to more affordable home and auto insurance. Leverage the buying power of Ontario municipalities and save as much as 25% off your current rates. Find out how much you could save today!

### **Careers**

Executive Director, Administrative Services - Legislative Assembly of Ontario. Closing Date: November 18, 2014. Please apply by sending your letter of interest and resume, quoting file number LA-2014-49, via e-mail to [AdminLAO@ontla.ola.org](mailto:AdminLAO@ontla.ola.org). Attachments must be in MS Word (.doc), PDF (.pdf) or Rich Text (.rtf) format.

City Manager - City of Vaughan. For more information, please contact Julia Robarts in Odgers Berndtson's Toronto office by Dec. 11, 2014 at 416.366.1990, or submit your resume and related information online.

City of Vaughan Office: Toronto, Ontario, Canada  
Tel: 416-366-1990  
Fax: 416-366-1991  
Email: [info@vaughan.ca](mailto:info@vaughan.ca)  
Website: [www.vaughan.ca](http://www.vaughan.ca)

Carol Nussey, Human Resources Coordinator, Town of Lakeshore, 419 Notre Dame Street, Belle River ON N0R 1A0. Email: [jobs@lakeshore.ca](mailto:jobs@lakeshore.ca).

Manager of Engineering - Town of Tillsonburg. Please submit your resume, clearly marked with posting number HR 65.14, to the undersigned by 4:30 pm, Friday, November 28, 2014: HR Manager, Town of Tillsonburg. Fax: 519.842.9431. Email: [jobs@tillsonburg.ca](mailto:jobs@tillsonburg.ca).

Manager Central Support Services - City of Thunder Bay. Department: Community Services. The correct application form, referencing competition number COM-156-14, must be submitted by Monday, December 15, 2014. For more information visit the [City of Thunder Bay website](#) or call 807.625.3458.

Senior Policy Advisor - Ontario Public Service. One temporary (up to 12 months with possible extension). Location: Toronto. Please [apply online](#) by November 27, 2014, entering Job ID 70558 in the Job ID search field and following the instructions to submit your application.

### **About AMO**

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### **AMO Contacts**

AMO Watch File Team, Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

OMKN Ontario Municipal Knowledge Network

Media Inquiries, Tel: 416.729.5425


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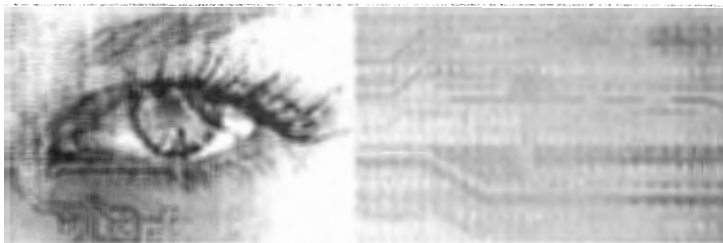
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November 20, 2014

### **In This Issue**

- Bill 8, Public Sector and MPP Accountability and Transparency Act, 2014.
- AMO receives Wood Champion Award.
- Community Transportation Pilot Grant Program overview webinar.
- New term. New year. New AMO trainings.
- Heads of Council sessions start this week.
- David Onley speaks in London 12/12.
- What is land use planning?
- 2015 AMO Conference guest room booking information.
- Sweet streetlight project now even sweeter.
- Career opportunity with York Region.

### **Provincial Matters**

*Bill 8, Public Sector and MPP Accountability and Transparency Act, 2014*, has been referred to Standing Committee with hearings on November 24 and 26. Amendments are to be debated the following week so the Bill is reported back to the House for 3rd reading that same week. AMO has asked to appear and will be making requests for amendment.

At the 14th annual Wood WORKS! celebration, AMO and other organizations were awarded the Wood Champion Award in recognition of efforts that brought changes to the Building Code to permit the safe construction of six-storey wood framed buildings in Ontario. Changes will take effect January 1, 2015.

On December 4, MTO will be hosting a webinar that will provide an overview of the upcoming Community Transportation Pilot Grant Program and how to develop coordinated and cost shared rural transportation initiatives. Register soon as space is limited.

### **Eye on AMO/LAS Events**

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What qualities make an effective leader of council? What are the skills you need to employ? What is the job description? How can you lead, manage and collaborate? Get the information you need to be an effective Head of Council with AMO's Heads of Council Training. Space still available in sessions in Temiskaming Shores, Sudbury and London. Reserve your seat today!

The Ontario West Municipal Conference is "Taking You to the Leaders" on December 12, 2014 (12/12/14) at the Best Western Lamplighter Inn. This full day of programming kicks-off with keynote speaker David Onley and is followed by three sets of concurrent sessions. Full conference and registration details can be found online.

What's new in the world of AMO? Find out in this month's AMO Watchfile.

directed course in Land Use Planning. Log-in to the AMO [online portal](#) and become familiarized with the basics of land use planning today!

The 2015 AMO Conference [guest room booking information](#) is now available online. The 2015 Conference will be held in Niagara Falls, with guest room booking at the six hotels opening on January 13th, 2015 at 10 am. Please carefully review the policy.

### **LAS**

Municipalities are encouraged to take advantage of recent increases for certain types of LED fixtures under the saveONEnergy incentive. Contact LAS today to learn more about our [industry-leading offer](#).

### **Careers**

[Senior Policy Analyst - York Region](#). Department: Community and Health Services. Location: Newmarket. Temporary Full-Time - approximately 14 months. Please [apply online](#) by November 26, 2014, quoting competition #16653.

### **About AMO**

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November 27, 2014

### **In This Issue**

- Two Private Member Bills introduced that impact municipalities.
- Community transportation pilot grant program.
- Province launches Age-Friendly Community Grant open to municipalities.
- New term. New year. New AMO trainings.
- David Onley speaks in London 12/12.
- What is land use planning?
- 2015 AMO Conference guest room booking information.
- Save on group benefits costs with aggregated buying power.
- Counts are in for this year's municipal election.
- Career opportunities with Burlington and Ontario Public Service.

### **Provincial Matters**

Private Member Bills, *Bill 39, Planning Statute Law Amendment Act, 2014* (would amend the City of Toronto and Planning Acts with regard to inclusionary housing in new housing developments) and *Bill 48, Restoring Planning Powers to Municipalities Act, 2014* (would reverse amendments that exempt renewable energy projects from Planning Act regulations), were introduced and received First Reading.

Ministry of Transportation's \$1 million, two-year pilot grant program is available to municipalities that partner with organizations such as health and community agencies, transit agencies, school bus operators and private transit operators, to coordinate local transportation initiatives. Submissions are due by January 30, 2015.

Ontario is accepting applications from municipalities to help communities address the needs of an aging population through the new Age-Friendly Community Planning Grant Program.

### **Eye on AMO/LAS Events**

New term. New year. New AMO trainings. AMO offers Councillor Training 101, Personal Responsibilities and the Meetings Series in early 2015. Find out today how these trainings can benefit you.

The Ontario West Municipal Conference is "Taking You to the Leaders" on December 12, 2014 (12/12/14) at the Best Western Lamplighter Inn. This full day of programming kicks-off with keynote speaker David Onley and is followed by three sets of concurrent sessions. Conference and registration details can be found online.

What is land use planning? Why do municipalities need to plan? AMO presents a new online self-directed course in Land Use Planning. Log-in to the AMO online portal and become familiarized with the basics of land use planning today!

The 2015 AMO Conference guest room booking information is now available online. The 2015

13th, 2015 at 10 am. Please carefully review the policy.

### **LAS**

Join the 32 municipalities that leverage Ontario's buying power through the LAS Group Benefits Program. With over \$6.7 Million in premiums, 13% average savings, free quotations, and no obligation to enroll, there's never been a better time to take a closer look.

### **Municipal Matters**

Now that the municipal election is over, view some findings gleaned from the Ontario Votes election data.

### **Careers**

City Manager - City of Burlington. To explore this exciting opportunity in strict confidence, e-mail Patrick Moyle and Associates at [Pat.Moyle@burlington.ca](mailto:Pat.Moyle@burlington.ca) with a detailed resume, or contact Patrick Moyle at 905.335.7600 ext. 7608 prior to December 10, 2014.

Director, Communications and Operations - Ontario Public Service. Location: Toronto. Job ID: 71577. Please apply online by December 14, 2014 and follow the instructions to submit your application. Faxes are not being accepted at this time.

Senior Policy Advisor - Ontario Public Service. Location: Toronto. Please apply online by December 10, 2014, entering Job ID 71316 in the Job ID search field and following the instructions to submit your application.

### **About AMO**

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### **AMO Contacts**

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December 4, 2014

### **In This Issue**

- 2015-19 ROMA Board request for nominations.
- One Government Bill and one Private Member Bill introduced.
- Province launches Age-Friendly Community Grant open to municipalities.
- New term. New year. New AMO trainings.
- New dates for Heads of Council training.
- Taking You to the Leaders - only 2 weeks away.
- What is land use planning?
- 2015 AMO Conference guest room booking information.
- Free fuel analysis worth every penny.
- OSUM 2015 in Belleville - "Building Better Communities."
- Career opportunities with Ontario Public Service and AMO.

### **AMO Matters**

Please be advised that in accordance with the Rural Ontario Municipal Association's Policies and Procedures, the Chair is requesting nominations for Zone Representatives to the 2015 – 2019 ROMA Board. The term of the ROMA Board is four years.

### **Provincial Matters**

*Bill 52, Protection of Public Participation Act, 2014*, (would create a process for dismissing a proceeding against a person when the proceeding relates to a matter of public interest) and *Bill 53, Protecting Passenger Safety Act, 2014*, (would amend the *Highway Traffic Act* to make it an offence to pick up and transport a person for compensation without a licence, permit or authorization), were introduced and received First Reading.

Ontario is accepting applications from municipalities to help communities address the needs of an aging population through the new Age-Friendly Community Planning Grant Program.

### **Eye on AMO/LAS Events**

New term. New year. New AMO trainings. AMO offers Councillor Training 101, Personal Responsibilities and the Meetings Series in early 2015. Find out how these trainings can benefit you.

New 2015 dates have been added for AMO's Heads of Council Training. Get the information you need to be an effective Head of Council. Learn what skills and tools you need to lead, manage and collaborate, and more. Don't miss out, and reserve your space today!

The Ontario West Municipal Conference is "Taking You to the Leaders" on December 12, 2014 at the Best Western Lamplighter Inn. This full day of educational sessions covers topics such as asset management, housing, urbanism and more. Conference and registration details can be found online.

What is land use planning? Why do municipalities need to plan? AMO presents a new online self-directed course in Land Use Planning. Log in to the AMO online portal and become familiarized with the basics of land use planning today!



The 2015 AMO Conference [guest room booking information](#) is now available online. The 2015 Conference will be held in Niagara Falls, with guest room booking at the six hotels opening on January 13th, 2015 at 10 am. Please carefully review the policy.

### **LAS**

It doesn't cost anything to complete, but a free fuel analysis from LAS could save your municipality hundreds, or even thousands of dollars in annual fuel expenses. With average savings at 4 cents/L across the program, there's never been a better time to investigate the LAS [Fuel Procurement Program](#).

### **Municipal Matters**

The [2015 OSUM Conference](#) will be hosted by the City of Belleville. The theme of the conference is "Building Better Communities." The City of Belleville is thrilled to be hosting the conference and is excited to show you how they are "Building a Better Belleville."

### **Careers**

[Regional Director, West Region and Northwest Region - Ontario Public Service](#). Locations: West Region, London and Northwest Region, Thunder Bay. Please [apply online](#) by December 12, 2014, and follow the instructions to submit your application.

[Policy Intern - AMO](#). Assisting Senior Advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The internship is a temporary position of up to 17 weeks. Please apply in confidence to: [hr@amo.on.ca](mailto:hr@amo.on.ca) by January 23, 2015.

### **About AMO**

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December 11, 2014

### **In This Issue**

- Be prepared for the year ahead with AMO trainings.
- Why do municipalities need to plan?
- AMO Conference guest room booking opens January 13.
- LAS to launch 4 new service offerings in 2015.
- FCM launches Hometown Proud Campaign.
- Don't miss the 2015 SCC - Canada's hub for municipal sustainability.
- Career opportunities with City of Kingston and AMO.

### **Eye on AMO/LAS Events**

AMO councillor trainings help build a foundation of knowledge for new and experienced councils starting a new term. AMO offers [Heads of Council Training](#) (new dates added), [Councillor Training 101](#), [Personal Responsibilities](#) and the [Meetings Series](#) in 2015. Find out how these trainings can benefit you today.

Why do municipalities need to plan? Why is land use planning important? What is zoning? AMO presents a new online self-directed course in Land Use Planning. Log-in to the AMO [online portal](#) and become familiarized with the basics of land use planning today!

The 2015 AMO Conference [guest room booking information](#) is available online. Please read the policy in full prior to making reservations on January 13, 2015. The AMO AGM and Conference will be held in Niagara Falls, with guest room booking at the six hotels opening on January 13th, 2015 at 10 am.

### **LAS**

In January 2015 LAS will introduce building optimization, arena lighting, and customized in-house training as its newest Energy Service offerings. It will also unveil a Service Line Warranty Program to provide municipal homeowners affordable water/sewer line coverage. Visit the [AMO/LAS booth](#) this Friday at the Ontario West Municipal Conference for more information.

### **Municipal Matters**

On November 18, the Federation of Canadian Municipalities (FCM) launched its [#HOMETOWNPROUD](#) campaign. FCM's goal with this campaign is to enlist the support of Canadians to start a conversation about hometowns and offer solutions to hometown issues. The Campaign serves as the building phase for supporters who will be invited to participate in FCM's Election Readiness Strategy.

FCM's [2015 Sustainable Communities Conference \(SCC\)](#) is heading to London, ON, February 10-12. The program focuses on developing the tools and skills to drive change within a community, learning about municipal needs, priorities and approaches, providing opportunities to share best practices in community and stakeholder engagement, and public-private partnership models. Register today and take advantage of the early bird rates!

### **Careers**

[Plumbing Inspector - City of Kingston](#). File No. J1214-0027; Job Code: 09B110. Please [apply online](#) by January 5, 2015 at Career Opportunities. Your resume must clearly demonstrate how you meet the requirements of the position.

Policy Intern - AMO. Assisting Senior Advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The internship is a temporary position of up to 17 weeks. Please apply in confidence to: [hr@amo.on.ca](mailto:hr@amo.on.ca) by January 23, 2015.

### **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](https://twitter.com/AMOPolicy) on Twitter!

### **AMO Contacts**

AMO Watch File Team, Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

OMKN Ontario Municipal Knowledge Network

Media Inquiries, Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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\*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.



# Grand River Conservation Authority General Membership Meeting

Friday, October 24, 2014

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The following are the minutes of the General Membership Meeting held at 9:30 a.m. on Friday, October 24, 2014 at the Administration Center, Cambridge, Ontario.

**Members Present:**

J. Mitchell, Chair, L. Armstrong, B. Banbury, B. Bell, L. Boyko\*, J. Brennan, T. Cowan, J. d'Ailly, R. Hillier, J. Jamieson, R. Kelterborn, M. Laidlaw, B. Lee, G. Lorentz, C. Millar, T. Nevills, P. Salter, W. Stauch, G. Wicke

**Members Regrets:**

B. Coleman, R. Deutschmann, J. Haalboom, F. Morison, V. Prendergast, J. Ross-Zuj, S. Schmitt

**Staff:**

J. Farwell, K. Murch, D. Bennett, D. Boyd, N. Davy, K. Armstrong, J. Griffin, S. Lawson, S. Radoja, T. Ryan, D. Schultz, B. Brown, L. Heyming, G. MacMillan, F. Natolochny, B. Parrott, G. Rungis, S. Wilbur, R. Wu-Winter

**Also Present:**

Not applicable

**1. Call to Order:**

J. Mitchell, Chair, called the meeting to order at 9:30 a.m.

**2. Roll Call and Certification of Quorum – 13 members constitute a quorum (1/2 of members appointed by participating municipalities)**

The Secretary-Treasurer called the roll and certified a quorum with 18 members present. A total of 19 members attended the meeting.

**3. Chair's Remarks:**

J. Mitchell welcomed members, staff and guests and made the following comments:

- On September 29, 2014 J. Mitchell and J. Farwell attended a Conservation Ontario Council meeting. Agenda items included a presentation entitled

“Climate Change, Extreme Weather and Flooding: Property and Casualty Insurance Priorities”.

\*L.Boyko joined the meeting at 9:35 a.m.

- On October 2, 2014 J. Mitchell and J. Farwell attended the first Haldimand Children’s Festival at Taquanyah. Approximately 400 children from 11 schools participated in the activities. L. Boyko attended as well.
- On October 3, 2014 the Run for the Toad Expo opened at Pinehurst Lake. The Run for the Toad Race was held on October 4, 2014. Over 1,000 racers participated. The proceeds of the race which were more than \$5,000 will be donated to the Grand River Conservation Foundation (GRCF). The GRCF will match those funds. The combined funds will be used for development of the Sarson Lakeside Trail at Pinehurst Lake.
- On October 3, 2014 J. Mitchell attended the Natural and Cultural History of Arthur and Area and the Headwaters of the Grand River – 20<sup>th</sup> Anniversary Celebration of the Heritage River Designation workshop. The itinerary included a tour of Luther Marsh Wildlife Management Area. P. Salter and W. Stauch were instrumental in the organization of the workshop which was attended by approximately 50 people. At the invitation of J. Mitchell W. Stauch summarized the events of the day.
- On October 9, 2014 J. Mitchell attended the Wellington Catholic District School Board’s annual fund raising Bishop’s Dinner. GRCF was one of the charitable beneficiaries for the Guelph Lake Nature Centre. This was the second year that the event has supported the new Nature Centre. Last year \$45,000 was raised.
- Each of the members were given an invitation to the GRCA Children’s Christmas Party which will be held on November 30, 2014 and to the GRCA Staff 2014 year End Celebration which will be held on December 4, 2014.
- The Grand River Watershed Awards were presented on October 23, 2014. J. Mitchell, J. Jamieson, P. Salter and W. Stauch attended. There were more than ten Grand River Conservation Authority (GRCA) members from 1994 in attendance who received lapel pins to commemorate the 20<sup>th</sup> anniversary of the heritage river designation. P. Salter said she appreciated receiving a lapel pin. She also said that the venue for the awards presentations being the Region of Waterloo Museum was very accommodating. She thanked staff who participated in the organization of the event.
- The members of the Special Recognition Committee were reminded that they were meeting following this meeting.

**4. Review of Agenda:**

The following was added as Item 10 a) iii)

Correspondence from Doug Hall, President, Camis Inc. to the Members of the GRCA Board and to GRCA Senior Staff dated October 22, 2014 Re: Park Reservation System.

Moved by: J. d’Ailly

Seconded by: J. Brennan

(Carried)

THAT the agenda for the General Membership Meeting of October 24, 2014 be approved as amended.

**5. Declarations of Pecuniary Interest:**

There were no declarations of pecuniary interest made in relation to the matters to be dealt with.

**6. Minutes of the Previous Meeting:**

General Membership Meeting – September 26, 2014

There were no questions or comments with respect to the minutes of the General Membership Meeting of September 26, 2014.

Moved by: T. Nevills  
Seconded by: C. Millar  
(Carried)

THAT the Minutes of the General Membership Meeting of September 26, 2014 be approved as circulated.

**7. Business Arising from Previous Minutes:**

None

**8. Hearing of Delegations:**

None

**9. Presentations:**

None

**10. Correspondence:**

a) Copies for members

- i) Correspondence from Arthur Potts, Parliamentary Assistant to the Minister of Agriculture, Food and Rural Affairs to Jane Mitchell, Chair, Grand River Conservation Authority dated September 23, 2014 Re: Meeting at the Association of Municipalities of Ontario Conference.
- ii) Correspondence from Joe Farwell, Chief Administrative Officer, Grand River Conservation Authority to Robert Wilhelm, Warden, County of Perth dated October 14, 2014 Re: County of Perth Official Plan Amendment No. 142.
- iii) Correspondence from Doug Hall, President, Camis Inc. to the Members of the GRCA Board and to GRCA Senior Staff dated October 22, 2014 Re: Park Reservation System.

b) Not copied

None

Moved by: L. Boyko  
Seconded by: M. Laidlaw  
(Carried)

THAT correspondence from Arthur Potts, Parliamentary Assistant to the Minister of Agriculture, Food and Rural Affairs to Jane Mitchell, Chair, Grand River Conservation Authority dated September 23, 2014 Re: Meeting at the Association of Municipalities of Ontario Conference, correspondence from Joe Farwell, Chief Administrative Officer, Grand River Conservation Authority to Robert Wilhelm, Warden, County of Perth dated October 14, 2014 Re: County of Perth Official Plan Amendment No. 142 and correspondence from Doug Hall, President, Camis Inc. to the Members of the GRCA Board and to GRCA Senior Staff dated October 22, 2014 Re: Park Reservation System be received as information.

**11. 1<sup>st</sup> and 2<sup>nd</sup> Reading of By-Laws:**

None

**12. Presentation of Reports:**

a) **GM-10-14-107** Financial Summary for the Period Ending September 30, 2014

There were no questions or comments with respect to this report.

Resolution 127-14

Moved by: T. Cowan  
Seconded by: B. Banbury  
(Carried)

THAT the Financial Summary for the Period Ending September 30, 2014 be approved.

b) **GM-10-14-108** Park Reservation System RFP Results

D. Bennett indicated that:

- A Request for Proposals (RFP) was issued on July 8, 2014 to procure a new park reservation system and call centre provider.
- The RFP was posted on the Biddingo electronic procurement website with a closing date of August 15, 2014.
- Proposals were received by the closing date from two vendors.
- Active Network (formerly Reserve America) downloaded the RFP on July 21, 2014.
- Camis downloaded the document on August 7, 2014.
- Neither of those firms contacted staff nor submitted a proposal.

R. Hillier requested clarification that the letter says that the tender was given to only two companies and others were excluded. D. Bennett said that the RFP was posted to the Biddingo electronic website and to the GRCA website. It was therefore available to anyone.

M. Laidlaw asked if this is the same process usually undertaken, i.e. they pick up a package or download it. D. Bennett responded in the affirmative. She asked if the two companies submitted a proposal. D. Bennett said that neither company did so.

Resolution 128-14

Moved by: P. Salter  
Seconded by: C. Millar  
(Carried)

THAT Grand River Conservation Authority authorize staff to negotiate an agreement with USEDirect to provide park reservation and call centre services for a term of three years with the option to extend the contract for up to three additional one year terms.

c) **GM-10-14-109** Human Resources Policies Update 2014

G. Lorentz referred to Section 3.1 and quoted: "The Chief Administrative Officer may: Dismiss any Employee for just cause ...". He asked for a definition of "just cause". K. Armstrong answered that dismissal for cause would be supported by case law. It could involve a criminal act against the employer, employee misconduct or ongoing performance issues for example. She also said that justifying a termination for cause is quite onerous. G. Lorentz asked how long GRCA keeps employee files. K. Armstrong said that employee files are kept for seven years after employment ceases.

Resolution 129-14

Moved by: L. Armstrong  
Seconded by: T. Nevills  
(Carried)

THAT the attached Human Resources Policies be approved and implemented.

d) **GM-10-14-110** Cash and Investments Status Report as of September 30, 2014

There were no questions or comments with respect to this report.

Resolution 130-14

Moved by: J. Brennan  
Seconded by: M. Laidlaw  
(Carried)

THAT Report GM-10-14-110 – Cash and Investments Status as of September 30, 2014 be received as information.

e) **GM-10-14-111** Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation

There were no questions or comments with respect to this report.

Resolution 131-14

Moved by: P. Salter  
Seconded by: L. Boyko  
(Carried)



THAT Report GM-10-14-111 – Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation be received as information.

f) **GM-10-14-112 – Environmental Assessments**

There were no questions or comments with respect to this report.

Resolution 132-14

Moved by: T. Cowan  
Seconded by: C. Millar  
(Carried)

THAT Report GM-10-14-112 – Environmental Assessments be received as information.

g) **GM-10-14-113 Chief Administrative Officer's Report**

J. Farwell directed the members' attention to Item 4 of the report being Board Orientation. He reminded the members that there were 13 new members appointed in 2010. He noted that staff prepared 20 fact sheets and conducted 12 presentations over the first half of 2011 for purposes of member orientation. He asked for input from the current members as to what form of orientation should be undertaken for the next group of members. L. Boyko said he recalled the orientation sessions well. He said the problem was that the members who really needed the orientation were not at the meetings. He said he sits on boards where the members have to take orientation or they are removed from the board. He said orientation should be made compulsory and it should be emphasized that the new members have to attend the meetings.

J. Brennan said he benefitted from the orientation sessions in 2011. He suggested that a specific date be set aside early in the process for member orientation and that the date be communicated to the municipalities so that they can get it into calendars early.

J. d'Ailly agreed that the orientation sessions were helpful, but he does not want the new members oriented separately from returning members. He said orientation sessions serve as a "refresher" for returning members and he does not believe a separate meeting is necessary.

G. Lorentz said if a member does not need orientation then they do not have to attend the meeting.

J. Mitchell reminded the members that they would be paid a per diem for attending a separate meeting.

J. d'Ailly asked G. Lorentz to clarify if he wanted a separate meeting for orientation. G. Lorentz repeated "if you do not need it you do not have to come". He said you cannot force anyone to take orientation but it is in their best interests to do so.

J. Farwell said that when orientation was done at regular meetings GRCA had two meetings each month. He suggested a separate meeting which could be optional for returning members.

P. Salter said orientation is important for new and returning members. She also said that it is important that they be introduced to staff so that they feel comfortable asking questions.

T. Cowan said that he agreed that orientation for new members is needed but new members are new to other boards as well and can be overloaded. He said he liked the way orientation was done at regular meetings.

Resolution 133-14

Moved by: T. Nevills

Seconded by: M. Laidlaw

(Carried)

THAT Report GM-10-14-113 – Chief Administrative Officer’s Report be received as information.

h) **GM-10-14-114 Conservation Services Update**

L. Heyming conducted a PowerPoint presentation indicating that:

- Conservation Services staff work with private landowners to assist them in conserving and enhancing natural resources on private land.
- This is achieved through delivery of the Rural Water Quality Program (RWQP), the private land tree planting program, various outreach initiatives and community partnerships.
- The RWQP administered by GRCA provides financial incentives and technical advice to landowners to complete projects to improve and protect water quality on their property.
- Local steering committees provide guidance and meet regularly to approve project applications based upon environmental benefit.
- This cost share program was initiated by the Region of Waterloo in 1998.
- GRCA delivers municipally funded RWQP on behalf of the Region of Waterloo, Wellington County, City of Guelph, City of Brantford, County of Brant, Oxford County, Dufferin County and Haldimand County.
- Municipal contributions of up to \$825,000 are provided to GRCA each year to offset landowner project costs.
- Eligible projects include manure storage facilities, stream fencing, nutrient management planning, erosion control projects, establishment of cover crops, decommissioning or upgrading private water wells, tree planting and others.
- To date there has been \$14.8 million in grants provided to more than 4,900 projects across the Grand River watershed.
- In the 60 year history of the private land planting program more than 14 million trees have been planted on private land.
- Conservation Services deliver community outreach on behalf of GRCA by promoting environmental stewardship awareness and engaging watershed residents in taking action to conserve and enhance the natural environment.

W. Stauch informed the members that at the Watershed Awards it was said that the future is our children and grandchildren. He said Water Festivals get children from the City out and they are encouraging for the future.

Resolution 134-14

Moved by: W. Stauch

Seconded by: J. Jamieson  
(Carried)

THAT Report GM-10-14-114 – Conservation Services be received as information.

i) **GM-10-14-115 Emerald Ash Borer Strategy Update**

R. Wu-Winter conducted a PowerPoint presentation indicating that:

- Emerald Ash Borer (EAB) will have significant impacts on GRCA's properties and operations.
- The greatest impact that will require the most resources to address are hazard trees i.e. dead or declining ash trees that present a risk to people or infrastructure.
- The potential cost over the next ten years to address the risk through hazard tree removals in GRCA parks, cottage lots, rental properties and recreational trails is estimated at approximately \$8 million.
- EAB is an Asian insect first detected in North America in 2002.
- Estimates indicate that EAB has killed nearly 100 million ash trees in North America with as many as 10 billion trees at risk.
- EAB was first detected in the Grand River watershed in 2010 in Kitchener, Brantford and on GRCA's Puslinch Tract.
- EAB is now present throughout most of the watershed.
- The central focus of GRCA's strategy is ensuring the safety of people on or adjacent to GRCA's properties.
- Maintaining ecologically healthy forests and protecting constructed infrastructures are also important to GRCA's strategy.
- For the past two years staff have used prism traps to detect EAB presence.
- Potential hazard trees are ones where a 'target' is found within striking distance of the tree.
- Another risk presented by EAB is an ecological risk from the loss of ash trees in forests where ash is a significant component.
- EAB related ash removals based upon enhanced inventory information are planned for Byng Island and Laurel Creek parks for this fall and winter.
- Future ash removals will be directed and prioritized based upon hazard mapping, ash inventories and local stage of EAB infestation.
- Staff have implemented an ash treatment program to preserve a representative sample of ash genetics as well as select high value amenity trees on GRCA properties.
- Treatments consist of biennial injections of Treeazin.

- GRCA's treatment program consists of treating 200 ash trees on 20 of its properties distributed across the watershed.
- To mitigate the impacts of EAB replacement planting will be required in GRCA parks and high conservation value forests.

M. Laidlaw referred to "enhanced inventory" and asked if staff are looking at every single tree. R. Wu-Winter responded in the affirmative saying that staff are cataloging individual ash trees in the areas where there is significant public use.

J. Brennan referred to revenue from ash trees. He said an expenditure of \$8.5 million is significant and GRCA should try to offset it. He said staff should also have an explanation for municipal partners as to why this cannot be done.

B. Bell said there seems to be a lot of similarity to what happened to elm trees. He said all of the ash trees will be dead and he is not sure he agrees with removing just hazard trees. He said GRCA should be proactive and do an emergency harvest to generate revenue. He said the trees should be harvested before there is a problem. He said ash is used for hardwood flooring and furniture. He thought GRCA should reach out to a retailer and this might be an opportunity for some "branding". He would like to move more quickly than proposed in the report.

R. Wu-Winter said staff agree with a proactive harvest because it is the safest approach, but many of the hazard trees are not the ones that have the highest value.

M. Laidlaw said if a proactive harvest was undertaken some of the trees would have value. She asked if this would "flood the market". R. Wu-Winter said there is a demand for ash and GRCA as one of the "players" would not flood the market.

R. Hillier referred to cottage lots. He noted the \$360,000 proposed expenditure for EAB. He asked if GRCA can recover this amount from the cottage tenants. He likened this to assessing a condominium owner for repairs. R. Wu-Winter said that staff hope to recover the amount from existing operating budgets. K. Murch said that GRCA used to collect a service fee from the cottage lot tenants which was based upon 100% recovery for maintenance. After the mediated settlement the service fee was "rolled into" the rent. R. Hillier referred to hazard tree management and asked if the number equates to or remotely resembles what the cost will be. K. Murch answered that staff are comfortable that the amount included in rents for maintenance will cover the cost of dealing with the EAB infestation at cottage lots.

S. Radoja said that the Cottage Lot Program budget includes \$50,000 to \$65,000 annually for hazard tree management at each lake.

G. Lorentz said he would like to see a report at the next meeting breaking down what the cottagers pay, i.e. rent, taxes, etc. He asked if staff marked three trees on a cottage lot could the tenant cut them down. He wanted to know whether the trees are GRCA's trees or the tenants' trees. S. Lawson responded that once a tree is deemed a hazard GRCA would remove it. She also said that if a cottage lot tenant wished to remove a tree they would have to apply for approval from GRCA in order to do so. G. Lorentz asked what would happen in the case where a cottage lot tenant had planted a tree. S. Lawson said that regardless of who planted a tree if it became a hazard GRCA would remove it. G. Lorentz asked who would know if a cottage lot tenant cut down a tree. S. Lawson said that the Property Superintendent attends each lake on a regular basis.

G. Lorentz said GRCA should look at making money from the ash trees to reduce costs. He asked if the treatment referred to in the report is working. R. Wu-Winter referred to Oakville where treatment started a number of years ago and said 90% of the trees are still alive and healthy. He also said there is every indication that the treatment works. G. Lorentz asked if staff have targeted key areas where they do not want ash trees to die. R. Wu-Winter said some areas have been targeted for genetic purposes. G. Lorentz asked what species would be used for replacement trees. R. Wu-Winter answered that a variety of species would be used. G. Lorentz asked if they would be native species. R. Wu Winter responded in the affirmative.

M. Laidlaw referred to previous issues with the neem tree in India. She asked if the manufacture of Treeazin has created any difficulties. R. Wu-Winter said he is not aware of any issues arising out of the manufacture of Treeazin.

P. Salter asked if damaged trees could be used for firewood. R. Wu-Winter confirmed that such was the case.

R. Kelterborn asked what it had cost GRCA to deal with the dutch elm infestation. R. Wu-Winter said he was not aware of the answer since it occurred in the mid-1960's.

B. Banbury asked if EAB will develop a "taste" for other varieties of trees when all the ash trees are dead. R. Wu-Winter said EAB do not appear to be attracted to other species. He said there will still be ash trees in 50 years but they will be scattered.

Resolution 135-14

Moved by: T. Cowan  
Seconded by: J. d'Ailly  
(Carried)

THAT Report GM-10-14-115 – Emerald Ash Borer Strategy Update be received as information.

j) **GM-10-14-116** Employee Engagement Survey Results

K. Armstrong conducted a PowerPoint presentation indicating that:

- The employee engagement survey was conducted in late 2013.
- Clear signs of engaged employees include commitment, discretionary effort, increased willingness to act without receiving direction, and quicker response to change and complexity.
- 123 (69%) employees responded to the survey.
- Follow-up meetings were held to discuss the results and begin work on areas for improvement.
- Efforts are underway to improve communication, evaluate workload, improve employee recognition and develop staff for future leadership roles.
- The survey measures several factors that evaluate employees' level of engagement or satisfaction at work.
- Results were compared with a database of responses from more than 150 employers including municipalities.

- Although the results were generally favourable there are some areas where GRCA can make improvements.
- Those areas that scored lowest included opportunities for advancement, recognizing individual accomplishments, workload and communication with and from the management group.
- An Employee Engagement Committee has been established to improve communication between management and staff members.
- Efforts are underway to evaluate programs and direct resources where most needed.
- A mentoring program has been established to assist with preparing staff members for future leadership roles.
- A comprehensive compensation review is proposed for 2015 as a review has not been conducted for several years.

G. Lorentz asked when the last review was completed and why a review would cost \$50,000. K. Armstrong said the last review was done in 2006. She said the cost is a maximum and was determined by what other Conservation Authorities of similar size have paid for such a review. She said the review will also include a pay equity review. G. Lorentz asked if other Conservation Authorities were the “benchmark” for the survey results. K. Armstrong answered that the comparators for the Employment Engagement Survey were all of the companies in the Metrics@Work database which included both private and public entities.

L. Boyko asked for a copy of the chart showing the comparative results. He said he was unsure that putting private sector with public sector is appropriate. He said that it was not an “apples to apples” comparison.

R. Hillier asked what the staff turnover rate is for full-time positions excluding retirements. He wanted to know how many staff have left “for greener pastures”. K. Armstrong said that she would acquire that information however the number was low.

J. d’ailly and J. Mitchell said that retirements provide an opportunity for “new blood”.

Resolution 136-14

Moved by: L. Armstrong

Seconded by: P. Salter

(Carried)

THAT Report GM-10-14-116 – Employee Engagement Survey Results be received as information.

**k) GM-10-14-117 Current Watershed Conditions as of October 21, 2014**

G. Rungis indicated that:

- Precipitation in October, 2014 has been close to or above the long term average across the Grand River watershed.
- The result of consistent rainfall has been wet ground conditions and prolonged elevated stream flows from runoff.

- The average air temperature in October, 2014 has been 2.4 degrees warmer than the long term average at the Shand Dam climate station.
- The level of Lake Erie is over one-half a meter above the long term average – Environment Canada is forecasting that Lake Erie levels will stay well above the long term average into March, 2015.
- Shand, Conestogo, Guelph and Luther reservoirs are slightly above operating range for this time of year – discharges have been increased but have been kept fairly moderate to accommodate various in river construction projects such as flood wall repairs in Cambridge.
- Environment Canada forecasts above normal temperatures and normal precipitation for the period October to December, 2014 for southern Ontario.

Resolution 137-14

Moved by: J. d'Ailly  
 Seconded by: L. Armstrong  
 (Carried)

THAT Report GM-10-14-117 – Current Watershed Conditions as of October 21, 2014 be received as information.

**13. Committee of the Whole:**

None

**14. General Business:**

None

**15. 3<sup>rd</sup> Reading of By-Laws:**

None

**16. Other Business:**

- a) G. Wicke referred to the correspondence to Perth County noting that mapping will be updated as part of Official Plan Amendment No. 142. He said the Land Owners Association has become involved and a lot of misinformation has been circulated. He said the response to the Warden's letter was a good reply but should not preclude someone attending a meeting. He asked if he could make reference to permit applications as examples of what GRCA allows landowners to do. He said the landowners think that they cannot do anything and are blaming the County but the County is reflecting the blame back on the Conservation Authorities. He has been in contact with Allan Rothwell, Director of Planning and Development at the County. He asked if staff were prepared to attend a meeting. F. Natolochny said that the four Conservation Authorities have met and representatives will be attending the County of Perth council meeting to be held during the first week of November, 2014.

**17. Closed Meeting: (motion required pursuant to Section 36 of By-Law 1-2014)**

**18. Next Meetings:**

- General Membership Meeting  
Friday, November 28, 2014 – 9:30 a.m.  
Auditorium/Boardroom, administration Centre, Cambridge

\*to be followed by Audit Committee – Conference Room\*

- General Membership Meeting  
Friday, December 12, 2014 – 9:30 a.m.  
Auditorium/Boardroom, administration Centre, Cambridge

**19. Adjourn**

The meeting adjourned at 11:10 a.m.

**20. Grand River Source Protection Authority Meeting (if required)**

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Chair

Secretary-Treasurer





FOR IMMEDIATE RELEASE  
November 17, 2014

## **Pettapiece again calls for ice storm help, blasts government red tape**

(Queen's Park) – It's been nearly a year since the devastating ice storms of December 2013, and well over a year since the April 2013 storm.

Local municipalities, however, have yet to receive any help from the provincial government. Perth-Wellington MPP Randy Pettapiece is again calling on the government to clear the red tape and help area municipalities with their cleanup costs.

During today's question period, Pettapiece reminded the Minister of Municipal Affairs and Housing of his own words promising that municipalities that "suffered the most damage and have the least ability to respond fiscally" would "get helped as quickly as possible."

"If that's true, then why is he plastering those municipalities in red tape, forcing them to fill out even more paperwork a year after the disaster struck?" Pettapiece asked.

In response, the Minister of Municipal Affairs and Housing claimed the paperwork is needed for "accountability." He did not say when municipalities could expect a response to their applications.

In February 2014, City of Toronto officials confidently stated that provincial funds would cover virtually all of their costs. Pettapiece asked: "Why hasn't the government given Minto, North Perth, and other small and rural municipalities the same assurances? Or does the minister actually think that Toronto is less able 'to respond fiscally?'"

Pettapiece has repeatedly stood up for the municipalities hardest hit by the storms. He has written many letters on the issue, and has spoken in the legislature about the devastation that these storms had in Perth-Wellington.

"The Municipality of North Perth and the Town of Minto were hit with combined cleanup costs in the hundreds of thousands of dollars, over two separate ice storms," Pettapiece stated after question period. "For the third time, they're being told to fill out forms to give the government information it already has," he added.

"We need the government to acknowledge the effect that these storms have had on municipalities' budgets, and follow through on its year-old promise to assist with the cleanup costs," Pettapiece concluded.

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Video of Pettapiece's question: <http://pettapiece.ca/?p=2889>

Randy Pettapiece, MPP | 416-325-3400 | [www.pettapiece.ca](http://www.pettapiece.ca)



FOR IMMEDIATE RELEASE  
November 20, 2014

## **Liberals hire consultants to manage ice storm relief funds**

(Queen's Park) – Nearly eleven months after the 2013 ice storm, many municipalities remain frozen out of provincial assistance. The Liberal government, meanwhile, is taking heat for a secret deal with a consulting firm to manage the process.

Perth-Wellington MPP Randy Pettapiece revealed that information today in question period.

"How many thousands of dollars that should be going to municipalities for disaster relief is instead being spent on consulting fees?" he asked.

Not hearing an answer, Pettapiece criticized the government for hiring LandLink Consulting, "so far with nothing to show for it."

The Edmonton-based firm offers "immediate implementation of a disaster recovery program once the provincial government approves a program," according to the company's website.

Pettapiece panned the government for asking municipalities to take part in a two-hour webinar designed to teach them how to fill out their applications.

A government email states that the web sessions were hosted by LandLink—contradicting the minister's statement that "all [training sessions]...were done internally by ministry staff."

"For some municipalities, this is now the third time they're being asked to submit an application for assistance," Pettapiece said after his question. "This is red tape at its worst."

According to the same government email, the consulting firm will also be reviewing applicants' applications. That does not sit well with Pettapiece.

In his final question to Municipal Affairs and Housing minister Ted McMeekin, Pettapiece was blunt:

"Does the minister really have so little confidence in his own ministry that he would sign a secret deal with a private consulting firm? Or did he do it to evade accountability, like the Liberals did with eHealth and Ornge?"

Pettapiece plans to continue following up on the issue on behalf of municipalities still waiting for assistance.

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Video of Pettapiece's question: <http://pettapiece.ca/?p=2898>

**Randy Pettapiece, MPP | 416-325-3400 | [www.pettapiece.ca](http://www.pettapiece.ca)**



FOR IMMEDIATE RELEASE  
November 26, 2014

## Ice storm consultants have history in Alberta, Pettapiece reveals

(Queen's Park) – The Liberal government is again under fire for secretly hiring a consulting firm to oversee ice storm assistance to municipalities. Perth-Wellington MPP Randy Pettapiece today raised new questions about the firm, LandLink Consulting.

"Alberta fired LandLink when they were unable to handle that province's flood claims," Pettapiece said in today's question period.

Beginning in the 1990s, LandLink held a contract with the Government of Alberta to evaluate disaster claims. When flooding devastated Alberta in 2013, complaints about the company's response soon surfaced, prompting an investigation by the provincial auditor.

In March 2014, Alberta cut its ties to LandLink and put its disaster-relief system back under government control.

Pettapiece wants to know why the Liberals hired the firm and how much it will cost taxpayers. He took that question to Municipal Affairs and Housing minister Ted McMeekin:

"Minister, how much did we pay the Alberta consultants to come running east, straight into the open arms of the Liberals?" Pettapiece asked.

In response, the minister claimed the government did not hire the company, LandLink Consulting, as consultants but, rather, as accountants.

Nearly a year has passed since a major ice storm hit Ontario in December 2013, and even longer since an earlier ice storm hit many parts of rural Ontario in April 2013, Pettapiece noted after his question.

"After all that time, the Liberals have hired a consulting firm, and they've conducted webinars to teach municipalities how to sort through all the red tape," he said. "But they haven't provided any real assistance to the municipalities that need it most."

According to an email from the Ministry of Municipal Affairs and Housing, LandLink will also be reviewing municipalities' final claim submissions.

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Video of Pettapiece's question: <http://pettapiece.ca/?p=2905>

Randy Pettapiece, MPP | 416-325-3400 | [www.pettapiece.ca](http://www.pettapiece.ca)



FOR IMMEDIATE RELEASE  
November 27, 2014

## **Liberals condemned for politicizing infrastructure announcements**

(Queen's Park) – It is not for Liberal insiders or defeated Liberal candidates to make public infrastructure funding announcements, say Wellington-Halton Hills MPP Ted Arnott and Perth-Wellington MPP Randy Pettapiece.

The MPPs took that message to Premier Kathleen Wynne yesterday in the Ontario Legislature.

"Does the Premier think it's appropriate for [defeated Liberal candidates] to be making public announcements of new funding for area municipalities when the elected MPPs haven't even been officially notified?" asked Mr. Arnott.

On November 17, the former Liberal candidate in Perth-Wellington issued a press release, acting as a spokesperson for Perth-Wellington Liberals, touting infrastructure funding to area municipalities.

The Liberal candidate would likely have had access to that information as a "non-partisan" staff member in the office of the Minister of Agriculture prior to its public release.

Mr. Pettapiece followed up with the Premier in the Legislature: "It was a Liberal press release, from the former Liberal candidate, announcing *public* money," he said. "Is that part of the job description for staffers working on the public dime in the office of the Minister of Agriculture?"

Mr. Pettapiece and Mr. Arnott were not satisfied with the Premier's response.

"The Liberals are trying to bypass the people's elected representatives," Mr. Pettapiece stated after their question.

Mr. Arnott agreed: "The Government needs to respect the democratic will of the people," he said. "Defeated Liberal candidates should not be in the business of announcing who will get taxpayer dollars and who will not."

The MPPs also said they would take no lessons from the Liberals on infrastructure funding.

"We have always stood up for the municipalities we represent," said Mr. Pettapiece. "We have always supported their infrastructure priorities—including the Connecting Link program, which the Liberals cut."

After expressing their dissatisfaction with the Premier's answers, Mr. Arnott and Mr. Pettapiece agreed to pursue the matter further by initiating a "Late Show," which allows the issue to be debated further. It is scheduled for next Tuesday night at 6:00pm.

Video of the exchange in Question Period can be found at: <http://pettapiece.ca/?p=2903>

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**GOVERNMENT ANNOUNCEMENTS**

**Mr. Ted Arnott:** My question is for the Premier. What role does the defeated Liberal candidate in Perth-Wellington have in the government? Does the Premier think it's appropriate for that individual to be making public announcements of new funding for municipalities when the area's elected MPPs have yet to be officially notified?

**Hon. Kathleen O. Wynne:** I can tell you that there are many people across this province who have run in elections, have been defeated and then go on to do other things. Sometimes they go on to work with government, sometimes they go on to work in municipal governments, sometimes they go on to other business. But I can tell you that the former candidate in Perth-Wellington has been very much a supporter of the policies of this government, and he is a very strong community advocate for that part of the province.

**The Speaker (Hon. Dave Levac):** Supplementary? The member from Perth-Wellington.

**Mr. Randy Pettapiece:** To the Premier: Last week, in a press release from the Perth-Wellington Provincial Liberal Association, the former candidate announced infrastructure money for local municipalities. The press release was misleading and inaccurate. It was a Liberal press release from the former Liberal candidate announcing public money. Is that part of the job description for staffers working on the public dime in the office of the Minister of Agriculture? If not, what are you or the minister going to do about it?

**Hon. Kathleen O. Wynne:** Again, I will say-

*Interjections.*

**The Speaker (Hon. Dave Levac):** Stop the clock. Be seated, please. Thank you.

**Interjection:** Totally inappropriate.

**The Speaker (Hon. Dave Levac):** There are some things that happen in here that are totally inappropriate. Thank you.

Premier?

**Hon. Kathleen O. Wynne:** I don't have any information on the specifics of a particular press release.

But what I can say is that I am quite sure that if there was information about money flowing to a municipality, the municipality had that information, and that anyone who wanted to talk about it could talk about it, including the member for Perth-Wellington. Had he wanted to talk about infrastructure investment-

*Interjections.*

**The Speaker (Hon. Dave Levac):** Order, please. Stop the clock.

Wrap up, please.

**Hon. Kathleen O. Wynne:** Mr. Speaker, I've just been handed a copy of the press release, which says, "Ontario Government Invests Over \$1.3 Million Across Perth-Wellington." This isn't an announcement; this is a statement of something that is happening.

As I said, if the member opposite wanted to talk about what investments were being made in his riding, I would think that would be a very good thing, to inform his riding about the benefits of-

**The Speaker (Hon. Dave Levac):** Thank you. New question.



FOR IMMEDIATE RELEASE  
December 9, 2014

## Statement by MPP Pettapiece on demise of Conestogo Wind Project

(Queen's Park) – The Ontario Power Authority (OPA) and the Conestogo Wind Power Partnership have “mutually agreed” to terminate the FIT contract for the Conestogo Wind Energy Project, long planned for the Municipality of North Perth. This effectively ends the project. Randy Pettapiece today issued the following statement:

“The end of this project is nothing less than a victory for those who did not want industrial wind turbines imposed on their communities.

“It is a victory for the grassroots organizers who worked tirelessly to preserve their neighbourhoods, their farms, and their way of life. They prevailed over a multi-national wind company as well as the Liberal government, whose process was rigged against them.

“It is a victory for the Municipality of North Perth and the Township of Perth East. They deserve enormous credit for listening to their constituents and for standing with them as ‘unwilling hosts.’

“I was proud to support them at every step. Since I was first elected, I have repeatedly spoken up for them to two premiers, three energy ministers, two environment ministers, and to Invenergy itself. I hosted and attended public meetings, and wrote to the government approximately 500 times on behalf of my constituents who were overwhelmingly opposed to this project.

“However, this victory came at great cost. Individuals, families and municipalities have spent their time and money – neither of which they will ever get back. This could all have been avoided if the government had listened to us in the first place.

“All of this demonstrates that the Liberals’ Green Energy Act has been an outright failure. This legislation put the Invenergy proposal into motion, dividing our community and pitting neighbour against neighbour.

“Now it is time to heal the rifts this project has caused. I look forward to working with the community to help make that happen.”

- 30 -

Randy Pettapiece, MPP | 519-272-0660 | [www.pettapiece.ca](http://www.pettapiece.ca)

Ministry of Citizenship,  
Immigration and International  
Trade

Ontario Honours and Awards  
Secretariat  
400 University Avenue, 4<sup>th</sup> Floor  
Toronto, Ontario M7A 2R9

Ministère des Affaires civiles, de  
l'immigration et du Commerce  
international

Secrétariat des distinctions et prix  
de l'Ontario  
400, avenue University, 4<sup>e</sup> étage  
Toronto (Ontario) M7A 2R9



RECEIVED

DEC 4 2014

TWP. OF WELLINGTON NORTH

November 2014

Dear friends:

I am pleased to invite you to participate in two of Ontario's volunteer recognition programs for 2015.

The Ontario government recognizes volunteers from all sectors through the following programs:

**The Ontario Medal for Young Volunteers** - presented to young volunteers between the ages of 15 and 24 for their actions and dedication to improve the quality of life in their communities and beyond.

Deadline for nominations is **January 15**

**The Ontario Volunteer Service Awards** - in recognition of continuous years of service to a single community organization.

Deadline for nominations is **January 25**

Nomination forms and additional information are available on the Ministry of Citizenship, Immigration and International Trade website at [www.ontario.ca/honoursandawards](http://www.ontario.ca/honoursandawards)

You may also contact the Ontario Honours and Awards Secretariat by phone at: 416-314-7526 or 1-877-832-8622; by TTY at 416-327-2391.

Please take this opportunity to nominate volunteers for the appropriate award program and feel free to share this letter with others that would be interested in participating in these worthwhile programs.

By submitting a nomination, you can help ensure that volunteers receive the recognition they deserve.

Additionally, please find a bookmark enclosed which invites you to visit the **ServiceOntario for Not-for-profits** site, a new government resource to help start and manage not-for-profits.

Thank you for participating.

Yours truly,

Michael Chan  
Minister





# Township of Wellington North

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

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## FOR IMMEDIATE RELEASE

December 15, 2014

Contact Name: Michael Givens, Chief Administrative Officer  
Phone: 519-848-3620  
Email Address: [mgivens@wellington-north.com](mailto:mgivens@wellington-north.com)

## MEDIA RELEASE

### TOWNSHIP OF WELLINGTON NORTH APPOINTS CLERK

KENILWORTH --

Mayor Andy Lennox and members of Township of Wellington North Council are pleased to announce the appointment of Karren Wallace as the new Clerk for the Township. Ms. Wallace was appointed at the December 15, 2014 meeting of Council.

Karren has many years of service with the Ministry of Municipal Affairs and Housing as a Municipal Advisor and previously worked at the Municipality of Grey Highlands and Town of New Tecumseh. Karren's knowledge, savvy and enthusiasm will serve to enhance the administration of the Township of Wellington North.

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

**BY-LAW NUMBER 106-14**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON, DECEMBER 15, 2014.**

**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 December 15, 2014 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 15TH DAY OF DECEMBER, 2014.**

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**ANDY LENNOX  
MAYOR**

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**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

## MEETINGS, NOTICES, ANNOUNCEMENTS

Wednesday, December 17, 2014	Administration and Finance Committee	5:00 p.m.
Monday, January 12, 2015	Regular Council Meeting	7:00 p.m.
Wednesday, January 21, 2015	Economic Development Committee	4:30 p.m.
Monday, January 26, 2015	Regular Council Meeting	7:00 p.m.

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

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

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