

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
MARCH 11, 2019 @ 2:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

DISCLOSURE OF PECUNIARY INTEREST

O' CANADA

RECESS TO MOVE INTO PUBLIC MEETING

- Committee of Adjustment – EBM Farms Inc.

RESUME REGULAR MEETING OF COUNCIL

ADOPTION OF MINUTES OF COUNCIL

- Regular Meeting of Council, February 27, 2019 001

BUSINESS ARISING

- Appointment of Glen Cheyne to BMX/Skateboard Park Ad-Hoc Advisory Committee

ITEMS FOR CONSIDERATION

1. OPERATIONS

- a. Kyle Davis, Risk Management Official 008
 - 2018 Source Protection Annual Reports

2. FIRE

- a. Communiqué #64, February 2019 020

3. BUILDING

- a. Report CBO 2019-03 – Reeves, Peter and Mary – Development Agreement, Wellington Street East, Mount Forest 025

4. FINANCE

- a. Cheque Distribution Report, March 4, 2019 027
- b. Report TR2019-004 Tendering Periods for 2019 Full Reconstruction Projects 030

5. ADMINISTRATION

- a. Report CLK 2019-016 being a report on Taxi Cab Licensing Reciprocal Agreement By-law 033

6. COUNCIL

- a. Wellington Dufferin Guelph Public Health correspondence, dated February 27, 2019, regarding Approval and Assistance with Public Health's West Nile Virus Larvicide Program 063
- b. County of Wellington correspondence, dated March 1, 2019, regarding termination of the Green Legacy Committee 065
- c. #GetInTouchForHutch correspondence regarding Request for Approval for the 2019: 1 & 5 Kilometer Run in memory of Steven Hutchison 067

- d. The Royal Canadian Legion, Branch #134, Mount Forest correspondence, dated February 11, 2019, requesting approval for placing a tent in their parking lot to host a licensed music/beer tent in conjunction with the Mount Forest Fireworks Festival 069

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- a. By-law Number 023-19 being a by-law to authorize Lease Agreement for purposes of farming croplands owned by the municipality (Part Park Lots 11 & 12 South Side Princess Street Plan Town of Mount Forest Part 3 61R21401; Township of Wellington North (Padfield) 070
- b. By-law Number 024-19 being a Procedure By-law for governing the calling, place and proceedings of meeting of Council and its committees and to repeal By-law 093-17 073
- c. By-law Number 025-19 being a by-law to authorize the execution of a Reciprocal Licensing Arrangement and Delegation Agreement relating to the licensing of accessible taxicabs, taxicabs and limousines and to repeal By-law No. 27-12 089
- d. By-law Number 026-19 being a by-law to authorize the execution of a Memorandum of Understanding with the Mount Forest Family Health Team Exercise Room Partnership 093
- e. By-law Number 027-19 being a by-law to authorize the execution of a Development Agreement Pt Lt 71 Con 3 Egremont (Town of Mount Forest) – Pt 2 60R2149 except Pts 1-4 61R8448 & Pts 1-4 61R10872; Wellington North being: Parts 1, 2, 3 and 4 Plan 61R21304 (Reeves) 104

CULTURAL MOMENT

- Celebrating The Township of Wellington North 129

CONFIRMING BY-LAW NUMBER 028-19 130

ADJOURNMENT

MEETINGS, NOTICES, ANNOUNCEMENTS

Cultural Roundtable Meeting	March 21, 2019	12:00 p.m.
Regular Council Meeting	March 25, 2019	7:00 p.m.
Wellington North Showcase Business Networking Reception – Mount Forest & District Sports Complex	March 25, 2019	4:30 p.m. to 7:00 p.m.
Wellington North Showcase “Open to the Public” - Mount Forest & District Sports Complex	March 26, 2019	1:30 p.m. to 7:00 p.m.
Regular Council Meeting	April 8, 2019	2:00 p.m.
Cultural Roundtable Meeting	April 18, 2019	12:00 p.m.
Good Friday – office closed	April 19, 2019	
Easter Monday – office closed	April 22, 2019	
Regular Council Meeting	April 29, 2019	7:00 p.m.
Green Legacy Tree Day	May 11, 2019	9:00 a.m. to 11:00 p.m.

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

Sign Language Services – Canadian Hearing Society – 1-877-347-3427

- Kitchener location – 1-855-656-3748

TTY: 1-877-843-0368 Documents in alternate forms – CNIB – 1-800-563-2642

ADOPTION OF MINUTES OF COUNCIL

Resolution 2019-040

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council held on February 11, 2019 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES OF COUNCIL

1. GRCA Presentation – follow up regarding gauge station
2. Appointment to Ausable, Bayfield, Maitland Valley Source Protection Committee

Resolution 2019-041

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Allan Rothwell as the municipal representative to the Ausable Bayfield Maitland Valley Source Protection Committee for the Township of Howick, Town of Minto, Municipality of North Perth, Township of Perth East, Township of Mapleton and Township of Wellington North for the term of Council.

CARRIED

3. Sale of Land to Reid being Parts 1 and 2 on Reference Plan 60R-2883 known as 100 Mill Street – rescind the by-law authorizing the sale
4. Correspondence dated February 13, 2019 from Vic Fedeli, Minister of Finance, providing an update on 2019 Ontario Municipal Partnership Fund (OMPF)

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

Items 1b, 2a, 3a, 5a, 6b and 6c

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Resolution 2019-042

Moved: Councillor Yake

Seconded: Councillor Hern

THAT all items listed under Items for Consideration on the February 27, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

1. MINUTES

a. *Recreation & Culture Committee, February 19, 2019*

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on February 19, 2019.

THAT the Council of the Corporation of Township of Wellington North approve the installation of a cement pad in the parking lot area, a tug-of-war and burnout competition for the 2019 Mount Forest Fireworks Festival, as recommended by the Recreation & Culture Committee.

THAT the Council of the Corporation of Township of Wellington North authorize the Chief Administrative Officer and the Mayor to sign the Memorandum of Understanding between the Mount Forest Family Health Team and the Township of Wellington North;

AND FURTHER THAT staff be directed to prepare a by-law to authorize the signing of the Memorandum of Understanding and bring it to a future meeting.

THAT the Council of the Corporation of the Township of Wellington North approve an amendment to the Municipal Alcohol Policy Section 2.1 for approval of a Special Occasion Permit (SOP) to include the Meeting Room, Coat Room, Washrooms and Hall way at the Mount Forest & District Sports Complex on March 25, 2019 from 4:30pm – 7:30pm for the Networking Reception at the Wellington North Showcase event, as recommended by the Recreation & Culture Committee.

THAT the Council of the Corporation of the Township of Wellington North approve the Recreation Programs Cancellation and Refund Policy, as recommended by the Recreation & Culture Committee.

c. *Maitland Valley Conservation Authority, General Membership Meeting #10/18, December 19, 2018 be received.*

d. *Saugeen Valley Conservation Authority, Annual Meeting, January 15, 2019 be received*

3. **FINANCE**

b. *Report TR 2019-003 being a report on 2018 Council Remuneration*

THAT the Council of the of the Corporation of the Township of Wellington North receive for information Report TR2019-003 being a report on 2018 Council Remuneration;

AND FURTHER THAT the Council of the Township of Wellington North accept the itemized remuneration and expenses of Council for 2018 as presented.

c. *Cheque Distribution Report, February 19, 2019 be received*

4. **FIRE**

a. *Communiqué No. 63, January 2019 be received*

6. **ADMINISTRATION**

a. *Report CLK 2019-005 being a report on Council Member Parental Leave Policy*

THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK 2019-005 being a report on a Council member parental leave policy;

AND FURTHER THAT Council hereby approves the Council Member Parental Leave Policy.

- d. Report CLK 2019-013 being a report on appointment of an Alternate Upper Tier Member of Council
THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK 2019-013 being a report on an Appointment of Alternate Upper Tier Member Policy;
AND FURTHER THAT Council approves the Appointment of an Alternate Upper Tier Member Policy;
AND FURTHER THAT Councillor Steve McCabe be appointed as the Alternate Member to sit at the County of Wellington meetings in the event of an absence by the Mayor.
- e. Report CLK 2019-014 being a report on Council Staff Relations Policy
THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK 2019-014 being a report on Council Staff Relations Policy;
AND FURTHER THAT Council approves the Council Staff Relations Policy.
- f. Report CLK 2019-015 being a report on Council Code of Conduct Policy
THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK 2019-015 being a report on a Council Code of Conduct Policy;
AND FURTHER THAT Council approves the Council Code of Conduct Policy;
AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION

Resolution 2019-043

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the of the Corporation of the Township of Wellington North receive the minutes of the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting held on February 19, 2019.

CARRIED

Resolution 2019-044

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the of the Corporation of the Township of Wellington North approve the location for the BMX/Skateboard Park as east of the pavilion between ball diamonds A and B, as outlined on the attached aerial image.

CARRIED

Resolution 2019-045

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the of the Corporation of the Township of Wellington North receive for information the County of Wellington Committee report dated February 14, 2019 being a report on Amendment 1 to the Growth Plan, 2017;
AND FURTHER THAT the Township of Wellington North supports Ministry of Municipal Affairs proposed amendments to the Growth Plan (2017) as summarized in the report "Amendment 1 to the Growth Plan, 2017";
AND FURTHER THAN the Township Planner be directed to submit comments to the Environmental Registry of Ontario for their consideration prior to the February 28, 2019 deadline.

CARRIED

Resolution 2019-046

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the of the Corporation of the Township of Wellington North receive for information Report TR2019-002 being a report on policy pertaining to Township Reserves and Reserve Funds be received for information;
AND FURTHER THAT Council direct staff to implement policy, create the requisite consolidated reserve and reserve fund accounts, and consolidate existing equity, reserve and reserve funds accounts into the newly formed structure outlined in the policy document attached herein.

CARRIED

Resolution 2019-047

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the of the Corporation of the Township of Wellington North receive, accept and approve Report OPS 2019-001 being a consolidated report on the Township's 2018 drinking water annual summary report;
AND FURTHER THAT Council directs staff to submit the approved report to the applicable agencies and make the report available to the public.

CARRIED

Resolution 2019-048

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK 2019-011 being a report on Tree Canopy and Natural Vegetation Protection and Enhancement;
AND FURTHER THAT Council endorses the County of Wellington's policy as the municipality's fulfillment of the requirement of section 270(1)7 of the Municipal Act 2001, as amended.

CARRIED

Resolution 2019-049

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North receive Report CLK2019-012 being a report on Procedure By-law;
AND FURTHER THAT Council directs staff to bring the Procedure By-law to the March 11, 2019 meeting of Council for adoption.*

CARRIED

NOTICE OF MOTION

No Notice of Motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern reported that the neither the Arthur or Mount Forest Chamber of Commerce have been able to meet due to weather conditions. The Administrator for the Mount Forest Chamber of Commerce has resigned and they are in the process of hiring a replacement. The Arthur Chamber is working on the Wellington North Community Guide.

Councillor Yake attended the Louise Marshall Hospital Building Committee meeting on February 26, 2019. They are starting to receive information and making progress.

Mayor Lennox announced the following:

- A meeting was held on February 20, 2019 with the Arthur Optimist Club to discuss improvements and upgrades to the pavilion. The Club is committed to moving the process forward.
- A Mayor's Roundtable was held recently in Mount Forest with large industrial employers. Randy Pettapiece, MPP for Perth-Wellington and MPP Christine Hogarth, Parliamentary Assistant to the Minister of Municipal Affairs and Housing also attended. Discussion focused on struggles with workforce, housing needs and provincial policies.

BY-LAWS**Resolution 2019-050**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 016-19 being a by-law to authorize a Community Improvement Plan in the Township of Wellington North be read a First, Second and Third time and enacted.

CARRIED

Resolution 2019-051

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 019-19 being a by-law to adopt a budget including estimates of all sums required during 2019 for operating and capital, for purposes of the municipality be read a First, Second and Third time and enacted.

CARRIED**Resolution 2019-052**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Numbers 017-19, 018-19, 020-19 and 021-19 be read a First, Second and Third time and enacted.

CARRIED**CONFIRMATORY BY-LAW****Resolution 2019-053**

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 022-19 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 February 27, 2019 be read a First, Second and Third time and enacted.

CARRIED**ADJOURNMENT****Resolution 2019-054**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Regular Council meeting of February 27, 2019 be adjourned at 8:00 p.m.

CARRIED

CLERK

MAYOR



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Kenilworth, ON N0G 2E0
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519.848.3620
1.866.848.3620 FAX 519.848.3228

TO: Mayor and Members of Council

FROM: Kyle Davis, Risk Management Official

SUBJECT: 2018 Source Protection Annual Reports

RECOMMENDATION

That this Staff Report regarding 2018 Source Protection Annual Reports, as required under the *Clean Water Act*, be received for information;

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

For reporting purposes, the Township of Wellington North is subject to two Source Protection Plans (based on watershed or Conservation Authority boundaries): Grand River Plan and the Saugeen Valley, Grey Sauble, Northern Bruce Peninsula Plan (Saugeen Valley). Although the Ausable Bayfield Maitland Valley (ABMV – Maitland Valley) Plan also encompasses part of the municipality, there are no reporting requirements associated with that Plan for the Township. In 2018, all Source Protection Plans were in effect.

Under Section 81 of the Clean Water Act and Section 65 of O. Reg. 287/07, an annual report must be prepared by a Risk Management Official and submitted to the appropriate Source Protection Authority (Conservation Authority) by February 1st of each year. Under Section 45 of the *Clean Water Act*, a public body, including a municipality, must comply

with monitoring and reporting policies designated by a Source Protection Plan. This includes the submittal of an annual municipal report by February 1st of each year. Risk Management staff submitted both reports, as required, by the statutory deadline for the Township. The Wellington County municipalities continue to implement source protection under the Wellington Source Water Protection partnership, www.wellingtonwater.ca

In 2018, progress continued in the implementation of source protection in the municipality:

1. Screening and review of development applications continued in 2018, with the majority being screened out from requiring further review by Risk Management staff. This screening is completed by building and planning staff following direction from the Risk Management Official. There were 22 reviews, including notices, of development applications by Risk Management staff in 2018.
2. As part of the comprehensive zoning by-law project, the Township's zoning by-law was updated to conform to the Grand River and Saugeen Valley Source Protection Plans.
3. Analysis continued on the threat verification data collected in previous years on agricultural, industrial, commercial and institutional properties identified as potential significant drinking water threats in the approved Assessment Reports. Staff currently estimate approximately 38% of threat activities (108 of 284) in the municipality still require action to either remove or confirm / mitigate the threat activities while 62% have been either removed or confirmed and mitigated. The majority of the remaining threat activities are related to urban properties (industrial, commercial, institutional or residential). To support this threats analysis and to determine compliance, 3 inspections were conducted in the Township in 2018. No contraventions were found during the compliance inspections.
4. One Risk Management Plan was agreed to in 2018 within the Township and there are 18 in the process of negotiation for the municipality.
5. In 2018, County wide, staff continued the implementation of the source protection education and outreach program as required by the applicable Source Protection Plans. Four newspaper ads were run during the year on topics related to salt, water conservation, fertilizer and who protects our water. All required source protection signs in the Township have now been installed. During inspections and development reviews, education material was provided directly to the proponents generally regarding the threats present, the process (RMP, prohibition etc.) and property specific mapping.

Wellington Source Water Protection continues to maintain and update a website (www.wellingtonwater.ca), ten fact sheets on specific topics and other print media (i.e. post cards to direct applicants to mapping). Staff participate and Wellington Source Water Protection is a sponsor for the Waterloo-Wellington Children's

Groundwater Festival. Staff participate on the organizing committee as well as during the Festival to deliver presentations. This includes Township water services staff. The Children's Groundwater Festival is an excellent way to reach Grade 2 to 5 and high school children (and their parents) and deliver water protection messages including source protection. The Festival attracts 5,000 elementary children and 500 high school / adult volunteers. Approximately 600 children attend from the County of Wellington as well as participation from a County high school and companies / municipalities as volunteers.

6. In 2018, staff were involved in reviewing, authoring and / or participating in a significant number of Source Protection Plan amendments and / or work plans for 4 of the 5 applicable Source Protection Plans in the County. The amendments were primarily focused on policy updates and / or technical updates. This includes the Tier 3 (water quantity) study discussed below.
7. Tier 3 (water quantity) technical studies continue for Centre Wellington. The study area includes the Township of Centre Wellington, as well as parts of the Townships of Guelph/Eramosa, Wellington North, Mapleton and the Town of Erin. The Arthur water system is within the study area and a focus of the peer review has been on this system. Staff and consultants continued to participate in meetings and review for these studies in 2018. This project is led by the Grand River Source Protection Authority (GRCA) and funded by the Ontario Ministry of the Environment, Conservation and Parks. Staff from the Township participate on the project team along with the Source Protection Authority staff and the Province.

The 2018 technical work involved completion of the Physical Characterization Report and development, calibration and documentation of the groundwater model. The risk assessment is scheduled to begin in 2019. Threat activities for water quantity include water taking and activities that reduce groundwater recharge such as the creation of impervious surfaces.

Public consultation continued in 2018. Municipal consultation is occurring, at a staff level, with adjoining municipalities through the review of the reports by a third party consultant (R J Burnside) and discussion between staff. RJ Burnside was retained by Wellington Source Water Protection, on behalf of the adjacent Wellington County municipalities including the Township, to review the Tier 3 studies for impacts or concerns relevant to those municipalities. To date, comments have been submitted for the Physical Characterization and Model Reports. The comments have been, generally, incorporated into the reports by the Tier 3 consultant (Matrix Solutions).

A Community Liaison Group workshop occurred in 2018 and multiple follow-up sessions with stakeholders also occurred. The Community Liaison Group is

comprised of members of stakeholder groups including public, environmental groups, industry and agriculture.

8. Attached for reference is the cover letter submitted to the applicable Source Protection Authorities with the submittal of the annual reports. Also attached is a summary table of source protection implementation for all municipalities in Wellington County. The annual reports are not attached as the reports are formatted for data management purposes and are lengthy when converted to pdf format. They are available at Council's request.

FINANCIAL CONSIDERATIONS

Current staffing and resources

STRATEGIC PLAN

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

Yes No N/A

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

PREPARED BY:	RECOMMENDED BY:
<i>Kyle Davis, RMB</i>	<i>Michael Givens, CAB</i>
Kyle Davis Risk Management Official	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

Attachments

1/ 2018 Risk Management Official and Municipal Annual Report Cover letter dated February 1, 2019

2/ Source Protection Annual Reporting Summary Table for 2018 – Wellington County municipalities

February 1, 2019

Martin Keller, Source Protection Program Manager
Grand River Source Protection Authority

Cathy Little, Chair and Sonya Skinner, CAO
Grey Sauble Source Protection Authority

Dan Gieruszak, Chair and Wayne Brohman, CAO
Saugeen Valley Source Protection Authority

Via E-mail Only

Subject: Township of Wellington North 2018 Risk Management Official and Municipal Annual Reports

For reporting purposes, the Township of Wellington North is subject to two Source Protection Plans (based on watershed or Conservation Authority boundaries): Grand River Plan and the Saugeen Valley, Grey Sauble, Northern Bruce Peninsula Plan (Saugeen Valley). Although the Ausable Bayfield Maitland Valley (ABMV – Maitland Valley) Plan also encompasses part of the municipality, there are no reporting requirements associated with that Plan for the Township. In 2018, all Source Protection Plans were in effect.

Under Section 81 of the Clean Water Act and Section 65 of O. Reg. 287/07, an annual report must be prepared by a Risk Management Official and submitted to the appropriate Source Protection Authority (Conservation Authority) by February 1st of each year. Under Section 45 of the *Clean Water Act*, a public body, including a municipality, must comply with monitoring and reporting policies designated by a Source Protection Plan. The attached annual municipal reports are provided in accordance with above sections of the *Clean Water Act* and the monitoring policies outlined in the effective Source Protection Plans for this municipality. These attached reports have been provided electronically as the report templates are formatted for data management purposes. The Wellington County municipalities continue to implement source protection under the Wellington Source Water Protection partnership, www.wellingtonwater.ca

In 2018, progress continued in the implementation of source protection in the municipality. A summary of key aspects of the Risk Management Official Report and Municipal Report are provided below.

In 2018, there were 7 development review notices issued per Section 59 of the Clean Water Act within the municipality. Additionally, Risk Management staff comments were provided on an additional 15 applications that did not require development review notices, for a total of 22 development applications (notices and comments) reviewed in the municipality. There were 95 Section 59 notices issued County wide and Risk Management staff comments on 256 additional development applications, County wide, for a total of 351 development applications (notices and comments) reviewed County wide in 2018. This represents an increase in the total number of development applications (notices and comments) reviewed County wide from 2016 (137) and 2017 (269).

For the municipality, there has been an increase in the number of development notices issued and in comments from previous years (5 notices and 3 comments in 2016, 2 notices and 10 comments in 2017). This trend is expected to stabilize over the coming years in terms of notice and overall numbers. In addition to the notices and comments provided, other applications were screened out by building or planning staff following Risk Management Official Written Direction provided by Wellington Source Water Protection. In 2018, risk management staff conducted quality control and assurance analysis on the screened out applications to ensure that the screening out process was accurate. The analysis was conducted on building permit data from January to November 2018 and was conducted County wide. The analysis revealed that, County wide, 93% of the applications were screened correctly. Of the 7% County wide that were screened incorrectly, the causes have been identified and remedied and Section 59 notices issued where applicable.

The County Official Plan was amended in 2016 to conform to the five Source Protection Plans in the County and in 2018, the conformity exercise for the Township's zoning by-law was completed. Notice was sent to the Source Protection Authority as required. County wide, two training sessions were run for municipal, building and planning staff. Overall, feedback from the training sessions were positive and we are planning more training sessions in 2019.

In 2018, the source protection staffing complement stayed constant, County wide, at 2.3 full time equivalents with administrative support provided by the Township of Centre Wellington. All municipalities have, at a minimum, two staff members appointed as Risk Management Officials and Inspectors. These staff are well supported by the internal Wellington Source Protection Working Group which is comprised of other departmental staff from all eight Wellington municipalities including building officials, planners, water compliance staff, public works staff and Chief Administrative Officers. Also in 2018, one co-op student and one short term contract staff member assisted source protection staff with a variety of tasks in the summer and fall.

Analysis continued on the threat verification data collected in previous years on residential, agricultural, industrial, commercial and institutional activities identified as potential significant drinking water threats in the approved Assessment Reports. Staff complete a variety of tasks to remove or confirm and then mitigate activities identified as potential significant drinking water threats in the approved Assessment Reports. These threat activities are existing and the analysis can involve desk top interpretation of air photos or GIS data, phone calls, review of municipal records, windshield surveys, site inspections by Risk Management staff and if confirmed, then mitigation through septic inspection, prohibition and / or negotiation of risk management plans. As a result of this analysis, staff currently estimate approximately 38% of threat activities (108 of 284) in the municipality still require action to either remove or confirm / mitigate the threat activities while 62% have been either removed or confirmed and mitigated.

To support this threats analysis and to determine compliance, 3 inspections were conducted in the Township in 2018 for compliance purposes (prohibition) with no contraventions found. County wide, 113 inspections were conducted in 2018 with 84% of inspections (95) conducted for threat activity verification purposes and 16% (18) of inspections were compliance inspections. To date, the focus for threat verification analysis and inspections has been industrial, commercial and institutional threat activities, residential septic systems, fuel oil use or agricultural activities within 100 metres of municipal wells. In 2019 and beyond, it is anticipated that threat verification activities will include more agricultural activities. The remaining threat activities in the municipality are primarily residential, industrial or commercial and some agricultural.

One Risk Management Plan was agreed to in 2018 and 18 are in the process of negotiation for the municipality. Cumulatively, there are 5 Risk Management Plans complete in the Township and 11 Risk Management Plans complete County wide. County wide, the number of Risk Management Plans in progress increased from 23 in 2017 to 73 in 2018, however, the number of complete Risk Managements stayed relatively constant from 2017 to 2018. There will be a more of a focus in 2019 on negotiating risk management plans. It should be noted, however, there a number of factors that could delay Risk Management Plan completion including other time sensitive projects such as Source Protection Plan amendments, Tier 3 studies or development reviews and review time and / or reluctance from property owners, tenants or contractors.

In 2018, County wide, staff continued the implementation of the source protection education and outreach program as required by the applicable Source Protection Plans. Four newspaper ads were run during the year on topics related to salt, water conservation, fertilizer and who protects our water. During inspections, education material was provided directly to the proponents generally regarding the threats present, the process (RMP, prohibition etc.) and property specific mapping. This material was generally well received and found to be useful by

the proponents. Similarly, material is provided to every applicant that receives a Section 59 notice, this includes fact sheets and property specific mapping. Wellington Source Water Protection continues to maintain and update a website (www.wellingtonwater.ca), ten fact sheets on specific topics and other print media (i.e. post cards to direct applicants to mapping). Staff participate and Wellington Source Water Protection is a sponsor for the Waterloo-Wellington Children's Groundwater Festival. Staff participate on the organizing committee as well as during the Festival to deliver presentations. The Children's Groundwater Festival is an excellent way to reach Grade 2 to 5 and high school children (and their parents) and deliver water protection messages including source protection. The Festival attracts 5,000 elementary children and 500 high school / adult volunteers. Approximately 600 children attend from the County of Wellington as well as participation from a County high school and companies / municipalities as volunteers.

In previous years, the Township implemented sewer use and connection by-laws as required by the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan. Also required by the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan was the installation of source protection road signs. Eleven source protection road signs have now been installed in the Township with 26 installed County wide on municipal or County roads. Additional road signs have been installed by the Province on provincial highways. All required source protection signs in the Township have now been installed.

In 2018, staff participated on two provincial working groups consulting on potential provincial changes to guidance documents and / or legislation. These groups included: Dense Non-aqueous phase liquids and Water Quantity. The water quantity working group is related to the science and policy review of the Provincial water management framework and the moratorium on water bottling permits to take water.

In 2018, staff were involved in reviewing, authoring and/or participating in a significant number of Source Protection Plan amendments and / or work plans for 4 of the 5 applicable Source Protection Plans in the County. The amendments were primarily focused on policy updates and / or technical updates. Additionally, there was staff review and participation in technical studies to delineate new wellhead protection areas for quality within Centre Wellington and Guelph / Eramosa and new issues contributing areas in Centre Wellington. It is anticipated that existing threat activities numbers will change with the delineation of new wellhead protection areas and issues contributing areas. Further detail is provided in attachment #1.

Tier 3 (water quantity) technical studies continue for Centre Wellington. Staff and consultants continued to participate in meetings and review for these studies in 2018. This project is led by the Grand River Source Protection Authority (GRCA) and funded by the Ontario Ministry of the Environment and Climate Change. Staff from the Township participate on the project team

along with the Source Protection Authority staff and the Province. The study area includes the Township of Centre Wellington, as well as parts of the Townships of Guelph/Eramosa, Wellington North, Mapleton and the Town of Erin. The Arthur water system is within the study area.

The 2018 technical work involved completion of the Physical Characterization Report and development, calibration and documentation of the groundwater model. The risk assessment is scheduled to begin in 2019. Threat activities for water quantity include water taking and activities that reduce groundwater recharge such as the creation of impervious surfaces.

Public consultation continued in 2018. Municipal consultation is occurring, at a staff level, with adjoining municipalities through the review of the reports by a third party consultant and discussion between staff. A Community Liaison Group workshop occurred in 2018 and multiple follow-up sessions with stakeholders also occurred. The Community Liaison Group is comprised of members of stakeholder groups including public, environmental groups, industry and agriculture.

All required septic system inspections, in the municipality, for the 2015 to 2020 inspection period are complete. The next septic system inspection program will commence in 2020. If a septic system is present within well head protection area with a vulnerability score of 10 or within an issues contributing area for nitrates, a septic inspection is required every 5 years.

Attached for your reference is summary table of source protection implementation for all municipalities in Wellington County (the County and seven, local municipalities). Further detail can also be found in the County of Wellington municipal reports submitted separately. For further information on the attached reports, please contact the undersigned at 519-846-9691 ext 362.

Respectfully submitted,

Kyle Davis
Risk Management Official

C.C.

Mike Givens, Sara McDougall, Barry Trood, Darren Jones, Township of Wellington North
Carl Seider, Saugeen Valley Source Protection Authority
Ilona Feldmann, Source Protection Program Assistant, Grand River Source Protection Authority
Emily Vandermeulen, Wellington Source Water Protection

Attachments (electronically)

1. Source Protection Annual Reporting Summary 2018 – Wellington County municipalities
2. Lake Erie RMO Template
3. Lake Erie Municipal Template attached and also submitted electronically through an online database - EARS
4. Saugeen Valley RMO Template
5. Saugeen Valley Municipal Template and Threats Table

Source Protection Annual Reporting Summary 2018 - Wellington County municipalities

Reportables	Centre Wellington	Guelph/Eramosa	Mapleton	Puslinch	Wellington North	Erin	Minto	County of Wellington	Total	
Septic Inspection Program (Cumulative)	Completed	24	415	N/A	54	9	127	6	N/A	635
	Outstanding	0	6	N/A	0	0	0	0	N/A	6
	Major Remedial Action	5	27	N/A	1	1	8	0	N/A	42
	Minor Remedial Action	4	79	N/A	12	1	14	1	N/A	111
	Septic Socials	1	3	N/A	2	1	1	1	N/A	9
S59 Notices Issued for Reporting Year	5	8	1	2	7	10	62	N/A	95	
Comments on Development reviews (in addition to notices) for Reporting Year	47	43	41	47	15	26	37	N/A	256	
Total Inspections for the Reporting Year (Section 62)	6	93	2	1	3	7	1	N/A	113	
Inspections for Section 57 Prohibition for Reporting Year	3	4	2	0	3	5	1	N/A	18	
Inspections for Section 58 Risk Management Plans for Reporting Year	3	89	0	1	0	2	0	N/A	95	
Contraventions during Inspections for Reporting Year	0	1	0	0	0	0	0	N/A	1	
RMPs	Cumulative Completed since SPP Effective Date	5	3	0	0	1	0	2	N/A	11
	Completed in Reporting Year	1	1	0	0	1	0	0	N/A	3
	In Progress	20	9	1	1	18	7	17	N/A	73
Chemical Management Plan (Official Plan Section 4.9.5)	Cumulative Completed	0	3	0	0	1	1	1	N/A	6
	Completed in Reporting Year	0	0	0	0	0	0	0	N/A	0
	In Progress	0	0	0	0	0	0	0	N/A	0
RMP, Development Review Templates and Business Process / Database	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	N/A	
RMO / RMI Appointment	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	N/A	
Education and Outreach	<p>The following is a summary of the E and O results, County wide, for 2018. Two training sessions were run for municipal staff and consultants (engineers, surveyors, planners). Overall, feedback from the training sessions were positive and we are planning more training sessions in 2019. Four newspaper ads were run during the year on topics related to salt, water conservation, fertilizer and who protects our water. During inspections, education material was provided directly to the proponents generally regarding the threats present, the process (RMP, prohibition etc.) and property specific mapping. This material was generally well received and found to be useful by the proponents. Similarly, material is provided to every applicant that receives a Section 59 notice, this includes fact sheets and property specific mapping. Wellington Source Water Protection continues to maintain and update a website (www.wellingtonwater.ca), ten fact sheets on specific topics and other print media (i.e. post cards to direct applicants to mapping). Staff participate and Wellington Source Water Protection is a sponsor for the Waterloo-Wellington Children's Groundwater Festival. Staff participate on the organizing committee as well as during the Festival to deliver presentations. The Children's Groundwater Festival is an excellent way to reach Grade 2 to 5 and high school children (and their parents) and deliver water protection messages including source protection. The Festival attracts 5,000 elementary children and 500 high school / adult volunteers. Approximately 600 children attend from the County of Wellington as well as participation from a County high school and companies / municipalities as volunteers.</p>									
Road Signs (not including provincially installed signs)	0	0	0	0	11	0	15	N/A	26	
Emergency Management Plan	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	1	
Official Plan Update	County Complete, Local not required	Complete	Complete	Complete	Complete	County Complete, Local to be completed	Complete	Complete	1	
ZBL Update	Complete	Complete	Complete	Complete (under appeal)	Complete	Ongoing	Complete	N/A	6	

Source Protection Annual Reporting Summary 2018 - Wellington County municipalities

Reportables	Centre Wellington	Guelph/Eramosa	Mapleton	Puslinch	Wellington North	Erin	Minto	County of Wellington	Total
Municipal By-laws Required (Sewer Use, Connection)	N/A	N/A	N/A	N/A	Complete	N/A	Complete	N/A	3
Tier 3 - Water Quantity Studies	Physical Characterization Report complete, Model Development and Calibration report drafted, public consultation through Community Liaison Group and with stakeholders	Threats Management Strategy complete, Climate Change Assessment complete including threats ranking for intake protection zone, Screening tool in progress, Policy approaches drafted, public and municipal consultation through Community Liaison Group and Implementing Municipal Group, Policy text drafted	N/A	Threats Management Strategy complete, Climate Change Assessment complete including threats ranking for intake protection zone, Screening tool in progress, Policy approaches drafted, public and municipal consultation through Community Liaison Group and Implementing Municipal Group, Policy text drafted	N/A	Threats Management Strategy complete, Climate Change Assessment complete including threats ranking for intake protection zone, Screening tool in progress, Policy approaches drafted, public and municipal consultation through Community Liaison Group and Implementing Municipal Group, Policy text drafted	N/A	See summaries for local municipalities.	2
Provincial Working Groups	Staff participated on two provincial working groups consulting on potential provincial changes to guidance documents and / or legislation. These groups included: Dense Non-aqueous phase liquids and Water Quantity. The water quantity working group is related to the science and policy review of the Provincial water management framework and the moratorium on water bottling permits to take water.								
Source Protection Plan Amendments and Related Technical Projects	New Issues Contributing Areas (ICA) for Chloride and TCE delineated. New WHPAs for quality delineated. Policy approaches and text drafted for the chloride ICA. Grand River Section 34 update for policy and technical work.	New WHPAs for quality delineated. Grand River Section 34 update for policy and technical work.	Grand River Section 34 update for policy and technical work.	Halton-Hamilton Section 34 submission and Section 36 work plan. Region of Waterloo new WHPAs for quality delineated. Grand River Section 34 update for policy and technical work.	Grand River Section 34 update for policy and technical work.	CTC Section 34 submission and Section 36 work plan. Grand River Section 34 update for policy and technical work.	Maitland Section 34 submission and Section 36 work plan.	See summaries for local municipalities.	11
Provincial Reporting (Annual Reports and Grant reports)	4	4	4	6	6	6	6	7	43

Note:

a) 84% of Inspections (94) were conducted for verification purposes and not for purposes of determining compliance or contraventions. 16% (18) of inspections were compliance inspections.

b) To date, the focus for RMPs has primarily been on industrial, commercial and institutional properties. Agricultural property verification and RMPs are planned to begin in 2019.

c) The total number of Section 59 notices in Erin were 10 for 2018, however, two notices were for a property located in both the Credit and Grand watersheds. Therefore, those two notices are reported in both the CTC and Grand annual reports, resulting in 9 notices in the CTC and 3 notices in the Grand being reported.

d) Section 34 and Section 36 of the Clean Water Act outline amendment processes for the Source Protection Plans. Section 34 updates, generally, are focused updates related to updated technical work (i.e. new WHPAs) or updates to policies where there have been implementation challenges. Section 36 updates, generally, are broader updates related to changed provincial guidance, policy updates, updated technical work not already covered by a Section 34 updates. Timelines for Section 36 updates vary, however, are generally every 5 years and are preceded by development of a work plan outlining the tasks. Section 34 updates are completed as required.



Communiqué



From the desk of:

February, 2018 # 064

Fire Chief.

1. **CAPTAIN POSITIONS.** An internal posting for two Captains has been sent out to members of the Mount Forest Station. We are looking for energetic firefighter who want to lead their team and move our fire service forward. A minimum of three years' experience is required. Check your emails for the posting and job description.
2. The identification stickers for the portable radios, chargers and pagers have finally arrived. You will be assigned a number (your ident number will be the same for each device). This will enhance your safety should a "MAYDAY" be called.
3. **Annual Vehicle Safety Checks** will soon be completed in Arthur.
4. **REMINDER.** We will be switching to WHO'S Responding. Iam Responding will be discontinued once the new App is fully operational.
5. **CISM.** Your **PEER SUPPORT TEAM** has been working extremely hard to establish one of the **BEST** CISM programs in this Province. There will be a presentation to Council in April. All will be invited to attend. More to follow.
6. **TRAINING:** As you are aware we have reverted back to two training night on, one off. Please check with your Deputy Chief if you are unsure of the schedule.

FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to March 1 for the years 2018 and 2019				
	2018		2019	
	<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 March 1.	13	16	10	10
Fatal fires on Federal or First Nations properties from January 1 to March 1.	0	0	0	0
Total	13	16	10	10

Respectfully;



Fire Chief

Communiqué



February Fire Report 2019

ARTHUR STATION:

The Arthur Station responded to 15 calls for assistance during the month.

Practice/ Meetings:

Feb 5, 2019 (19) members were present
Feb 19, 2019 (18) members were present
Feb 26, 2019 (18) members were present

MOUNT FOREST STATION:

The Mount Forest Station responded to 20 calls for assistance during the month.

Practice/ Meetings:

Feb 5, 2019 (15) members were present
Feb 19, 2019 (12) members were present
Feb 26, 2019 (17) members were present

Respectfully submitted page 2 and 3
Bill Hieber



Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	6	Town (4)	8	Town (5)
		Township (2)		Southgate (1)
				Township (1) West Grey (1)
Chimney Fire	1	Township (1)	2	Township (1) West Grey (1)
Gas Leak	1	Town (1)	1	West Grey (1)
Motor Vehicle Collision	4	Township (2)	3	Township (2)
		Mapleton (1) Southgate (1)		Southgate (1)
Fire Alarm	1	Township (1)	2	Town (2)
C/O Smoke	1	Township (1)	2	Town (1) Township (1)
Structure Fire	1	Township (1)	1	Township (1)
Illegal Burn			1	West Grey (1)



Communiqué



Fire Prevention/Public Education

FIRE SAFETY PRESENTATIONS

FIRE SAFETY INSPECTIONS

285 Main Street South M.F.
340 Waterloo St. M.F.
281 Main Street South M.F.
277 Main Street South M.F.
289 Main Street South M.F.
293 Main Street South M.F.
134 Main Street South M.F. follow up
111 Queen St. E. M.F.
211 Conestoga St. N. A.V.

FIRE INVESTIGATIONS

7354 Jones Baseline

FIRE SAFETY COMPLAINT INSPECTIONS

FIRE SAFETY PLAN REVIEWS

VULNERABLE OCCUPANCY FIRE DRILLS

BURN PERMIT SITE INSPECTIONS

84411 Sideroad 7
9427 HWY#6

BURN COMPLAINTS

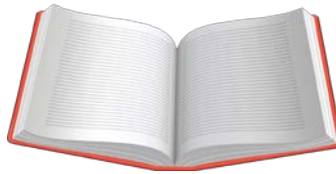


Communiqué



“TEST YOURS *TODAY*”

“*SAVING LIVES THROUGH EDUCATION*”



Please have all monthly reports submitted by the 5th of each month to:

Next Communiqué will be April 2019



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

www.wellington-north.com

519.848.3620
1.866.848.3620 FAX 519.848.1119

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Plan to
Simply Explore.
www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF MARCH 11, 2019**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2019-03 REEVES, PETER AND MARY
DEVELOPMENT AGREEMENT
WELLINGTON STREET EAST, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CBO 2019-03 Reeves, Peter and Mary - Development Agreement - Wellington Street East, Mount Forest;

AND FURTHER THAT the Corporation enter into a Development Agreement with Peter and Mary Reeves in the form of the draft agreement;

AND FURTHER THAT the Mayor and the CAO of the Corporation be authorized and directed to sign the agreement on behalf of the Corporation;

AND FURTHER THAT the Clerk be directed to cause notice of the said agreement to be registered on the title to the lands.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None.

BACKGROUND

Peter and Mary Reeves are the owners of the land located on Wellington Street East in Mount Forest, described as Part Lot 71, Concession 3, geographic Egremont Township. The Owners have been granted conditional consent to sever four lots fronting on Wellington Street to facilitate the construction of single detached dwellings. As a

condition of the approval the owners have applied for a Development Agreement that deals with the upgrades to Wellington Street East servicing and lot grading.

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices.

A copy of the proposed agreement is attached to the By-law in this agenda package.

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

This report relates directly to the implementation of the Township of Wellington North Strategic Plan, in particular this is expanding to better serve the needs of the community.

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

Yes No N/A

Which pillars does this report support?

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

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



**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF MARCH 11, 2019**

FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY

**SUBJECT: REPORT TR2019-004 BEING A REPORT ON TENDERING PERIODS
FOR THE 2019 FULL RECONSTRUCTION PROJECTS**

THAT Report TR2019-004 being a report on tendering periods for the 2019 full reconstruction projects be received for information;

AND FURTHER THAT the Council of the Township of Wellington North waive by resolution the minimum 40 day tendering period detailed in the Township Purchasing and Procurement Policy in favour of the schedules detailed herein.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

TR 2018-010 – Revisions to the Purchasing and Procurement Policy for the Township of Wellington North

BACKGROUND

A number of revisions to the purchasing and procurement policy had been completed in August 2018 to satisfy the requirements under the CETA and CFTA regulations. With the revisions, the document outlined a minimum 40 day tendering period to satisfy the CETA; however, this regulation realistically only applies to spend on goods & services exceeding \$340,600, and construction contracts in excess of \$8.5M. For policy revision purposes the 40 day minimum was adhered to in the policy wording revisions in an attempt to remain compliant, and err on the side of conservatism.

Recent discussions with our consulting engineering firms have yielded information on industry norms as it pertains to reconstruction projects that do not eclipse the \$8.5M threshold – the norm is a two week tendering window. Reasons for the two week window are as follows:

- Enables contractors to schedule projects earlier
- Provides more time for project completion
- Reduces wait time for contract award notification
- Eliminates opportunity for Contractors to 'cherry pick' preferential projects if market conditions allow

Given the issues encountered with project completion in 2018, the recent discussions with our consulting engineers, and the fact that neither of the projects eclipse the \$8.5M threshold that would require adherence to the CETA 40 day minimum, it is the view of the author that the Township can employ the 'critical or exceptional time constraint' condition within the policy wording within the document, or preferably, have council waive by resolution the part of the policy that pertains to minimum tendering period for the two full reconstruction projects scheduled for 2019.

Proposed timelines for tendering are as follows:

William St.:

March 4th – Submission of Tender Advertisement

March 8th – Tendering Period Starts

March 8th – Ad posted on Township & Consulting Engineering Websites

March 19th – Bidders Meeting

March 29th – Tender Close

(Total time open = 21 days)

Isabella St.:

March 26th – Tendering Period Starts

March 26th – Ad posted on Township & Consulting Engineering Websites

April 3rd – Public Information Centre Meeting

April 11th – Tender Close

(Total time open = 16 days)

FINANCIAL CONSIDERATIONS

The two full reconstruction projects discussed in this report represent a significant amount of capital plan spend for the 2019 calendar year - totalling \$4,781,125. It is suggested that the Township proceed with the proposed tendering periods detailed herein to give the Township an opportunity to complete the projects in a timely manner.

STRATEGIC PLAN

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

- X Yes No N/A

Which pillars does this report support?

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

PREPARED BY:	RECOMMENDED BY:
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Adam McNabb

Michael Givens, CAO

ADAM MCNABB DIRECTOR OF FINANCE & TREASURY	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF MARCH 11, 2019**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2019-016 BEING A REPORT ON TAXI CAB
LICENSING RECIPROCAL AGREEMENT BY-LAW**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CLK 2019-016 being a report on a Taxi Cab Licensing Reciprocal Agreement By-law;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the Taxi Cab Licensing Reciprocal Agreement By-law.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

BACKGROUND

In 2010, the County of Wellington and its member municipalities signed a Reciprocal Licensing Arrangement and Delegation Agreement relating to the Licensing of Accessible Taxicabs, Taxicabs and Limousines delegating to the County the power to administer the licensing of Accessible Taxicabs, Taxicabs and Limousines and an Accessible Taxicab, Taxicab and Limousine By-Law was introduced

In 2012, the Accessible Taxicab, Taxicab and Limousine By-law was amended to incorporate Integrated Accessibility Regulations set by the Province.

The County is repealing the 2012 taxi cab by-law and replacing it with a new one. The County report and new draft By-law are attached as Schedule A and B.

It is necessary to enter into a new reciprocal licensing agreement. The By-law and agreement are in the agenda under By-laws to be passed.

FINANCIAL CONSIDERATIONS

There are no financial implications arising from this report.

STRATEGIC PLAN

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

Yes No N/A

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

PREPARED BY:	RECOMMENDED BY:
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Karren Wallace

Michael Givens, CAO

KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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COUNTY OF WELLINGTON

COMMITTEE REPORT SCHEDULE A

To: Chair and Members of the Police Services Board
From: Kelly-Ann Wingate, County By-law Compliance Officer
Date: Wednesday, February 13, 2019
Subject: **Draft Accessible Taxicab, Taxicab, Limousine and Vehicle for Hire By-law**

Background:

In 2010, the County of Wellington and its member municipalities signed a Reciprocal Licensing Arrangement and Delegation Agreement relating to the Licensing of Accessible Taxicabs, Taxicabs and Limousines delegating to the County the power to administer the licensing of Accessible Taxicabs, Taxicabs and Limousines and an Accessible Taxicab, Taxicab and Limousine By-Law was introduced

In 2012, the Accessible Taxicab, Taxicab and Limousine By-law was amended to incorporate Integrated Accessibility Regulations set by the Province.

With the growing changes to transportation in our Communities, we now need to also address Vehicles for Hire other than taxicabs and limousines. To this end, we have reviewed the existing Taxicab and Limousine By-law and would like to seek to repeal the same and introduce a new by-law to include Vehicles for Hire Businesses and all associated amendments.

Definition:

“Vehicle for Hire Business” means a business which, through an Electronic Platform, arranges transportation of Passengers by Drivers in a Vehicle for Hire, that is commenced within the boundaries of the County of Wellington for compensation, but does not include:

- i. Any Taxicab Service or Accessible Taxicab Service;
- ii. Any bus transportation service;
- iii. Any carpooling arrangement as defined in the Public Vehicles Act;
- iv. Any ambulance, fire truck or other emergency vehicle service;

Recommendation:

e with the said new by-law; and

That the New By-law be forwarded to County Council to be passed. That the Draft New Accessible Taxicab, Taxicab, Limousine and Vehicle for Hire By-law be forwarded to the Member Municipalities for

approval and to delegate to the County the power to provide for a system of licences and to administer the same in accordanc

Respectfully submitted,

A handwritten signature in black ink, appearing to read "K. Wingate". The signature is written in a cursive, flowing style.

Kelly-Ann Wingate
County By-law Compliance Officer



THE CORPORATION OF THE COUNTY OF WELLINGTON

SCHEDULE B

BY-LAW NUMBER 5605 -19

A by-law to Licence, Regulate and Govern Accessible Taxicabs, Taxicabs, Limousines and Vehicles for Hire and its owners, drivers and operators.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "Act"), provides that a municipal power shall be exercised by by-law;

AND WHEREAS 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 this or any other Act;

AND WHEREAS subsection 10(1) of the Act provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Act provides that a municipality may pass by-laws respecting; in paragraph 6, Health, safety and well being of persons in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property including consumer protection; in paragraph 11, Business Licensing;

AND WHEREAS section 151 of the Act provides that a municipality may provide for a system of licences with respect to a business;

AND WHEREAS subsection 151(5) of the Act provides that subsection 151(1) applies with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9, 10 and 11 as if it were a system of licences with respect to a business;

AND WHEREAS subsection 156(1) of the Act provides that a by-law under section 151 with respect to the owners and drivers of taxicabs, may establish the rates or fares to be charged for the conveyance of property or passengers either wholly within the municipality or from any point in the municipality to any point outside the municipality and for the collection of the rates or fares charged for the conveyance, and for limiting the number of taxicabs or any class of them, in addition to any provisions the municipality may enact pursuant to its general powers enumerated in sections 9, 10, and 11 of the Act;

AND WHEREAS The Corporation of the County of Wellington considers it necessary and desirable for the public to regulate vehicles for hire for the purposes of health and safety, consumer protection and service quality to ensure an efficient vehicle for hire service is available to all persons and that such vehicle for hire service is provided in a manner that provides a safe environment for both passengers and drivers;

AND WHEREAS subsection 157(1) of the Act provides that, if a municipality and the police services board of the municipality agree to enforce a by-law providing for a system of licences with respect to a business on behalf of each other, the municipality or police services board, as the case may be, may designate one or more persons as officers to enforce the licensing by-laws;

AND WHEREAS subsection 157(2) of the *Act* provides that a municipality may delegate to another municipality, with the consent of the other municipality, the power to provide for a system of licences with respect to a business specified in the by-law;

AND WHEREAS the Council of The Corporation of the County of Wellington passed by-law number 5606-19 being a by-law to authorize the execution of a Reciprocal Licensing Arrangement and Delegation Agreement to delegate the power to license, regulate and govern Accessible Taxicabs, Taxicabs, Limousines and Vehicles for Hire and its Owners, Drivers and Operators and the enforcement thereof to The Corporation of the County of Wellington and such Reciprocal Licensing Arrangement and Delegation Agreement has been entered into between the Police Services Board for The Corporation of the County of Wellington, The Corporation of the County of Wellington, and the member municipalities within The Corporation of the County of Wellington, being The Corporation of the Township of Centre Wellington, The Corporation of the Township of Guelph/Eramosa, The Corporation of the Township of Mapleton, The Corporation of the Town of Minto, The Corporation of the Township of Puslinch, The Corporation of the Township of Wellington North and The Corporation of the Town of Erin (hereinafter referred to collectively as the “Member Municipalities”);

NOW THEREFORE The Corporation of the County of Wellington (hereinafter referred to as “the County”) hereby enacts as follows:

SECTION 1: SHORT TITLE

1.1 This by-law may be cited as the “Taxicab, Limousine and Vehicle for Hire By-Law”.

SECTION 2: SCOPE

2.1 This by-law applies in the County of Wellington, where the Member Municipalities have delegated to the County the power to provide for a system of licences for accessible taxicabs, taxicabs, limousines and vehicles for hire and owners, drivers and operators of accessible taxicabs, taxicabs, limousines and vehicles for hire and the enforcement thereof pursuant to a Reciprocal Licensing Arrangement and Delegation Agreement between the County and the Member Municipalities.

SECTION 3: DEFINITIONS

3.1 For the purpose of interpreting this by-law, the following definitions shall apply:

“Accessible Taxicab” shall mean a class of Taxicab which is designed or modified to be used for the purpose of the loading, transporting and unloading of persons with disabilities confined to a wheelchair or other similar device and is used for that purpose, whether or not the vehicle is also used to transport persons without disabilities, and that is licensed as an Accessible Taxicab by The Corporation of the County of Wellington;

“Accessible Taxicab Driver’s Licence” shall mean an Accessible Taxicab Driver’s Licence as issued to any individual to drive or act as a driver of any Accessible Taxicab licensed pursuant to this by-law;

“Accessible Taxicab Service” shall mean the use of an Accessible Taxicab, for the conveyance of one or more Passengers for a fee or compensation that is commenced within the boundaries of the County of Wellington, and does not include Accessible Taxicabs that are under written contract with a health care facility;

“Accessible Taxicab Vehicle Plate” shall mean a Licence to provide an Accessible Taxicab Service;

“Applicant” shall mean a person who makes application for a Licence issued hereunder;

"Board" shall mean The County of Wellington Police Services Board;

"County" shall mean The Corporation of the County of Wellington;

"Driver" shall mean the individual who has care and control of an Accessible Taxicab, Taxicab, Limousine or Vehicle for Hire and includes a Vehicle for Hire Driver, as applicable;

"Electronic Platform" includes any electronic-based software, cellphone, or other technological service which permits passengers to obtain transportation;

"Licensee" shall mean the person holding a Licence as issued under the provisions of this by-law;

"Licensing Officer" shall mean the Chief Administrative Officer of the County of Wellington or his designate;

"Limousine" shall mean a stretch or longer than usual, luxury motor vehicle that is not licensed under the *Public Vehicles Act* R.S.O. 1990 Chapter P. 54 or any successor legislation;

"Limousine Driver's Licence" shall mean a Limousine Driver's Licence as issued to any individual to drive or act as a driver of any limousine licensed pursuant to this by-law;

"Limousine Service" shall mean the use of a Limousine for the conveyance of one or more Passengers for a fee or compensation that is commenced within the boundaries of the County of Wellington;

"Limousine Vehicle Plate" shall mean a Licence to provide a Limousine Service as defined in this by-law;

"Owner" shall mean the person who holds the Ontario licence plate, as issued by the Ministry of Transportation, for the Accessible Taxicab, Taxicab or Limousine. For the purposes of this by-law, where the motor vehicle is leased, the owner shall be the lessee;

"Passenger" shall mean any individual in an Accessible Taxicab, Taxicab or Limousine other than the Driver including an individual transported by a Vehicle for Hire Driver in a Vehicle for Hire in affiliation with a Vehicle for Hire Business;

"Person" shall include an individual, a business entity, a partnership or a corporation;

"service animal" means an animal that is a service animal for a person with a disability,

- (a) if it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
- (b) if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability;

and shall include a guide dog as defined in section 1 of the *Blind Persons Rights' Act*;

"Street Hail" means an appeal for transportation made in person by means of any sound, word, sign, signal, or gesture, and not by means of any Electronic Platform;

“Tariff Card” shall mean the card prescribed in Schedule “C” attached to this by-law and shall contain the schedule of fares to be charged for providing an Accessible Taxicab or Taxicab Service;

“Taxicab” shall mean a motor vehicle which is used for the conveyance of Passengers with a seating capacity of no more than (9) nine but does not include a public vehicle as defined under the *Public Vehicles Act*, or successor legislation, or a Vehicle for Hire;

“Taxicab Driver’s Licence” shall mean a Taxicab Driver’s Licence as issued to any individual to drive or act as a driver of any Taxicab licensed pursuant to this by-law;

“Taxicab Meter” shall mean a mechanical or electronic device used to measure time and distance for the purpose of calculating a fare;

“Taxicab Service” shall mean the use of a Taxicab for the conveyance of Passengers for a fee or compensation that is commenced within the boundaries of The County of Wellington;

“Taxicab Vehicle Plate” shall mean a Licence to provide a Taxicab Service as defined in this by-law;

“Trip Record” shall mean a book containing the particulars of each Accessible Taxicab Service, Taxicab Service and Limousine Service and shall include:

- (i) the Ontario licence plate number of the Accessible Taxicab, Taxicab and Limousine issued by the Ministry of Transportation and the number of the Accessible Taxicab Plate, Taxicab Vehicle Plate and Limousine Vehicle Plate as issued under the provisions of this by-law;
- (ii) the name, address and Licence number of the Driver;
- (iii) the amount of fare collected for each trip; and
- (iv) date, time, origin and destination of each trip.

“Vehicle for Hire Driver” shall mean an individual who, in affiliation with a Vehicle for Hire Business, transports Passengers in a Vehicle for Hire;

“Vehicle for Hire Driver’s Identification Card” shall mean a physical or electronic form containing the following information:

- i. The first and last name and photograph of the Vehicle for Hire Driver;
- ii. The make, model and licence plate number of the Vehicle for Hire operated by the Vehicle for Hire Driver; and
- iii. The name and contact information of the Vehicle for Hire Business;

“Vehicle for Hire” means a vehicle which provides transportation for a Vehicle for Hire Service;

“Vehicle for Hire Service” shall mean the use of a Vehicle for Hire for the conveyance of Passengers arranged through a Vehicle for Hire Business;

“Vehicle for Hire Business” means a business which, through an Electronic Platform, arranges transportation of Passengers by Drivers in a Vehicle for Hire, that is commenced within the boundaries of the County of Wellington for compensation, but does not include:

- i. Any Taxicab Service or Accessible Taxicab Service;
- ii. Any bus transportation service;
- iii. Any carpooling arrangement as defined in the Public Vehicles Act; or
- iv. Any ambulance, fire truck or other emergency vehicle service;

“Vehicle for Hire Identifier” means a decal, in a form approved by the Licensing Officer, which displays the name and/or logo of a Vehicle for Hire Business.

SECTION 4: DUTIES OF THE LICENSING OFFICER

4.1 The Licensing Officer shall have the responsibility of supervision of all persons licensed under this by-law and over all Accessible Taxicabs, Taxicabs, Limousines, Vehicles for Hire and Vehicles for Hire Business together with the equipment used by them in connection with the provisions of this by-law and such responsibilities include compliance with the following requirements:

- (a) to submit to the Board, a report each year on the performance of his/her duties in accordance with this by-law;
- (b) to make necessary inquiries concerning applications for Licences, renewals or transfers thereof as may be required to secure due observance of the law and of this by-law;
- (c) to make all necessary inquiries concerning the police record of an Applicant for a Licence or renewal of same, under this by-law;
- (d) to make all necessary inquiries concerning the driving record of an Applicant for a Licence or renewal of same, under this by-law;
- (e) to examine and approve every Accessible Taxicab, Taxicab, Limousine and, where applicable, Vehicle for Hire and the necessary equipment thereof of every Applicant for a licence or renewal of same, under this by-law;
- (f) to keep a record of all Licences and transfers of Licences, such record shall contain the name or names of the Licensee, the number of Accessible Taxicab, Taxicabs, Limousine and Vehicle for Hire Business Licences kept by each Licensee, the amount paid for the same and the date of the Licence, and further particulars shall be kept as the Board may order;
- (g) to provide each Applicant with one copy of this by-law;
- (h) to issue each Applicant for a Licence with a Licence or transfer of Licence providing they have satisfied all the requirements of this by-law;
- (i) to ascertain by inspection and inquiry from time to time and as often as may be required by the Licensing Officer whether or not the Licensee continues to comply with the provisions of this by-law;
- (j) to refuse to grant a Licence, renew a Licence or transfer a Licence under this by-law and suspend a Licence and to recommend a revocation of a Licence to the Board where an Applicant or Licensee fails to satisfy all of the

requirements of this by-law or is in contravention of this by-law; and

- (k) to approve fares for Accessible Taxicab Service and Taxicab Service as may be submitted from time to time.

4.2 The Licensing Officer or the Board shall not be obliged under any circumstances to grant or renew a licence issued under this by-law to any Applicant.

SECTION 5: LICENCES

5.1. No person shall:

- (a) being the owner of an Accessible Taxicab, Taxicab, Limousine, or Vehicle for Hire, use or operate or permit to be used or operated, any such Taxicab, Limousine or Vehicle for Hire without the appropriate class of Vehicle Plate licence issued by the Licensing Officer for that class of Accessible Taxicab, Taxicab or Limousine or, with respect to a Vehicle for Hire, a Vehicle for Hire Identifier;
- (b) operate an Accessible Taxicab Service or Taxicab Service without possessing a valid Ontario driver's licence or equivalent and the appropriate current and valid Licence issued under this by-law and herein referred to as an "Accessible Taxicab Driver's Licence" or "Taxicab Driver's Licence", as may be applicable;
 - (i) Notwithstanding Section 5.1(b), no Accessible Taxicab Driver's Licence or Taxicab Driver's Licence, as may be applicable, is required when the Accessible Taxicab Driver or Taxicab Driver is operating an Accessible Taxicab Service or Taxicab Service under written contract between the Taxicab Owner and the Federal or Provincial government, government agency or school board.
- (c) operate a Limousine Service without possessing a valid Ontario driver's licence or equivalent and a current and valid Licence issued under this by-law and herein referred to as a "Limousine Driver's Licence";
- (d) operate a Vehicle for Hire Service without possessing a valid Ontario driver's licence or equivalent and a current and valid Licence issued under this by-law and herein referred to as a "Vehicle for Hire Driver's Identification Card";
- (e) transfer any Licence issued under this by-law, except as permitted by Section 13 of this by-law;

5.2 All Applicants for Licences under this by-law and Licensees applying for renewal or transfer of Licences shall pay the fee or fees as provided in Schedule "A" and "B" of this by-law, as applicable.

5.3 Every Licence, unless sooner revoked or cancelled, shall expire one year after the date of issue.

- (a) Notwithstanding Section 5.3, if the expiry date falls on a Saturday or Sunday, then every licence issued on this by-law shall expire at 5:00 p.m. on the following Monday.

SECTION 6: LICENSING REQUIREMENTS AND SUBMISSION OF APPLICATIONS

6.1 All Applicants for any Licence under this by-law except where otherwise provided for Vehicles for Hire shall:

- (a) be at least eighteen (18) years of age;
- (b) be either a citizen of Canada or a permanent resident or hold a work permit to work as a driver issued by the Government of Canada;
- (c) hold, in his name, a current, valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario, which is in good standing according to the records of the Ministry of Transportation;
- (d) be familiar with the provisions of this by-law, the laws and regulations relating to traffic, and the geography of that portion of the County of Wellington in which they intend to provide an Accessible Taxicab Service, Taxicab Service, Limousine Service or Vehicle for Hire Service;
- (e) intend to carry on a regular business under authority of the Licence applied for; and
- (f) satisfy the Licensing Officer that, if licensed, he/she will operate an Accessible Taxicab, Taxicab Service, Limousine Service or Vehicle for Hire Service solely in compliance with the terms of this by-law.

6.2 No person shall drive, or act as a driver of any Accessible Taxicab without first having completed a Wheelchair and Occupant Restraint System Training Program with respect to the handling, safety restraint, transportation, care and safety of disabled passengers, written proof of which shall be provided prior to the issuance of any Accessible Taxicab Licence.

6.3 An applicant for an Accessible Taxicab Driver's Licence, Taxicab Driver's Licence or a Limousine Driver's Licence shall provide the following documentation to the Licensing Officer:

- (a) a completed application form as may be prescribed by the Licensing Officer together with applicable fees as set out in Schedule "A" of this by-law;
- (b) a copy of a driver's licence as referred to in Section 6.1(c) together with an original driver's abstract from the Ministry of Transportation, dated within sixty (60) days of the date of the application for a licence under this by-law;
- (c) the original of a vulnerable sector check issued by the Wellington County Detachment of the Ontario Provincial Police, or by the police service located in the municipality in which the driver resides, such check being dated within sixty (60) days of the application for a licence under this by-law;
- (d) a certified true copy of either a Canadian birth certificate or valid Canadian passport, or proof of permanent resident status or a work permit approved by the Government of Canada;
- (e) a completed employee information form, signed by the licensed owner for whom the applicant proposes to drive; and

- (f) two (2) identical unaltered coloured photos produced from the same film or from the same electronic file capturing the digital image in accordance with the following criteria, taken no more than thirty (30) days prior to the application:
 - (i) eyes must be open and clearly visible;
 - (ii) glasses, including tinted ones with prescription, may be worn as long as the eyes are clearly visible; sunglasses are unacceptable;
 - (iii) photos must show both edges of the face clearly;
 - (iv) photos must show a full front view of face and shoulders squared to the camera;
 - (v) the image must be clear, sharp and in focus;
 - (vi) hats or head coverings are not permitted except when worn for religious reasons and only if the full facial features are clearly visible;
 - (vii) the photo size must be 50 mm wide x 70 mm long.
- (g) In respect of an application for an Accessible Taxicab Driver's licence only, proof of completion of a Wheelchair and Occupant Restraint System Training Programme referred to in Section 6(2).

6.4 Every Applicant for an Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate or Limousine Vehicle Plate shall provide the following documentation to the Licensing Officer:

- (a) a completed application form as may be prescribed by the Licensing Officer together with applicable fees as set out in Schedule "A" of this by-law;
- (b) a copy of a valid motor vehicle permit in the Applicant's name for each Accessible Taxicab, Taxicab or Limousine as issued by the Ministry of Transportation;
 - (i) notwithstanding Section 6.4 (b), in the case of a leased vehicle, the vehicle portion of the permit shall bear the name of the lessor of the motor vehicle and the Ontario Licence plate portion of the permit shall bear the name of the lessee of the motor vehicle;
- (c) proof of insurance confirming that each Accessible Taxicab, Taxicab or Limousine for which an Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate and Limousine Vehicle Plate is being applied, is insured for public liability property damage and passenger hazard, with a minimum of three (\$3,000,000) million dollars in coverage per incident or occurrence and written confirmation from the insurer that the Board will receive at least fifteen (15) days written notice prior to any cancellation, expiration or variation thereof;

Every Licensee shall provide the Licensing Officer with proof that each Accessible Taxicab, Taxicab or Limousine affiliated with the Licensee is covered by insurance as required hereunder.

If a Licensee fails to comply with the insurance requirements hereunder, then the Licensing Officer may suspend the Licensee's Licence until such

time as the Licensee proves, to the satisfaction of the Licensing Officer, that the Licensee is again in full compliance.

- (d) if the Applicant is a corporation, a certified copy of the Certificate of Status showing that the corporation is validly in existence within 30 days of the time of the application and a list of all current directors and shareholders certified as true, correct and complete by a Notary Public for the Province of Ontario who has examined the corporate documents; and
 - (i) if the Licensee is incorporated under the laws of Ontario or any other jurisdiction, the Licensee shall not effect or permit the transfer of shares, which would have the effect of changing control of the corporation, without approval of the Licensing Officer;
- (e) if the Applicant is a partnership or sole proprietor, a certified copy of a Business Names Report;
- (f) the original of a valid Province of Ontario Safety Standards Certificate, for each Accessible Taxicab, Taxicab and Limousine greater than one (1) year of age, based on the year appearing on the motor vehicle permit, showing that the Accessible Taxicab, Taxicab or Limousine has passed the applicable safety inspection; and
- (g) the original of a valid certificate showing that the Accessible Taxicab, Taxicab or Limousine has passed all applicable propane safety inspections, where the Accessible Taxicab, Taxicab or Limousine operates with propane as its primary or secondary fuel source;

6.5 Every Applicant for an Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate or Limousine Vehicle Plate shall also submit each Accessible Taxicab, Taxicab or Limousine owned by him/her for examination prior to providing an Accessible Taxicab Service, Taxicab Service or Limousine Service, as may be required by the Licensing Officer, prior to the issuance of a licence.

SECTION 7: RENEWAL OF LICENCES

- 7.1 Every Licence issued under this by-law shall be renewed yearly prior to the expiry of the licence.
- 7.2 Every Licensee under this by-law who applies for a renewal of a licence shall provide the Licensing Officer with such information and documentation as required.
- 7.3 All provisions under Sections 5, 6 and 9 of this by-law shall apply to any application for renewal, with necessary modification as determined by the Licensing Officer.
- 7.4 The fee for each renewal of a licence issued under this by-law shall be in accordance with Schedule "A" or "B" , as applicable, attached to this by-law.

SECTION 8: DUTIES OF ACCESSIBLE TAXICAB, TAXICAB AND LIMOUSINE DRIVERS AND OWNERS

- 8.1 Every Accessible Taxicab Driver, Taxicab Driver and Limousine Driver licensed under this by-law shall, as may be applicable:
 - (a) keep a Trip Record of all Accessible Taxicab Services, Taxicab Services and Limousine Services provided by him/her;
 - (b) deliver to the Owner the Trip Record for each day he/she drives;

- (c) produce Trip Records upon the request of any Police Officer of the Ontario Provincial Police of the County of Wellington Detachment and/or the Licensing Officer;
- (d) place an Accessible Taxicab Driver's Licence, Taxicab Driver's Licence or Limousine Driver's Licence as prescribed in a transparent folder in such a manner in the Accessible Taxicab, Taxicab or Limousine so as to be conveniently seen and read by Passengers;
- (e) place a Tariff Card in a location within the Accessible Taxicab or Taxicab so as to be conveniently seen and read by Passengers;
 - i) Notwithstanding Section 8.1 (e) shall not apply to Limousines and Vehicles for Hire.
- (f) upon request of any Passenger, give in writing his/her name and Accessible Taxicab Driver's Licence number, Taxicab Driver's Licence number or Limousine Driver's Licence number as issued to him/her under the provisions of this by-law, such information to be provided in an accessible format for persons with disabilities;
- (g) take due care of all property delivered or entrusted to him/her and accepted by him/her for conveyance or safe keeping and immediately upon termination of any hiring or engagement, shall search his/her Accessible Taxicab, Taxicab or Limousine for any property lost or left therein and all property or money left in the Accessible Taxicab, Taxicab or Limousine shall be forthwith delivered over to the person owning the same, or if the person cannot be found at once, then to a Police Officer on duty at the Ontario Provincial Police, County of Wellington Detachment with all information in his/her possession regarding same;
- (h) travel by the most direct route to the point of destination unless otherwise directed by the person engaging the Accessible Taxicab, Taxicab or Limousine;
- (i) not solicit any person to take or use the Accessible Taxicab, Taxicab, or Limousine he/she is driving by calling out or shouting while in charge of an Accessible Taxicab, Taxicab or Limousine;
- (j) not obstruct the use of any sidewalk;
- (k) not use any abusive language, molest, annoy or insult any person whatsoever;
- (l) if a person with a disability is accompanied by a service animal, permit the person to use the Accessible Taxicab, Taxicab, or Limousine he/she is driving with the service animal and to keep the service animal with him or her;
- (m) not charge a higher fare or an additional fee for persons with disabilities than for persons without disabilities for the same trip; and
- (n) not charge a fee for the storage of mobility aids or mobility assistive devices.

8.2 Every Person issued an Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate or Limousine Vehicle Plate under this by-law shall:

- (a) keep the Trip Record in good condition for a period of not less than (6) six months;

- (b) make available the Trip Record to a Police Officer of the Ontario Provincial Police, County of Wellington Detachment and/or the Licensing officer;
- (c) submit each Accessible Taxicab, Taxicab and Limousine owned by him/her for examination at any time as required by the Licensing Officer;
- (d) provide the Licensing officer, on licence renewal with a valid Province of Ontario Safety Standards Certificate by an independent Ontario licensed mechanic, for every Accessible Taxicab, Taxicab and Limousine, greater than one (1) year in age from the date of manufacture; and
 - (i) submit to the Licensing Officer same every six (6) months thereafter for Accessible Taxicabs and Taxicabs greater than three (3) years of age; and
 - (ii) submit to the Licensing Officer same every six (6) months thereafter for Limousines greater than five (5) years of age;
- (e) provide the Licensing Officer, on renewal with a valid certificate showing that the Accessible Taxicab, Taxicab or Limousine has passed all applicable propane safety inspections where the Accessible Taxicab, Taxicab or Limousine operates with propane as its primary or secondary fuel source; and
 - (i) submit to the Licensing Officer same every six (6) months thereafter for Accessible Taxicabs and Taxicabs greater than three (3) years of age;
 - (ii) submit to the Licensing Officer same every six (6) months thereafter for Limousines greater than five (5) years of age;
- (f) not provide an Accessible Taxicab Service, Taxicab Service or Limousine Service with a vehicle that is ten (10) years of age or older;
- (g) attend at the Ontario Provincial Police, County of Wellington Detachment as directed forthwith to surrender any Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate or Limousine Vehicle Plate no longer being used;
- (h) ensure that all Persons providing an Accessible Taxicab Service, Taxicab Service or Limousine Service with the Owner's Accessible Taxicab, Taxicab and Limousine are properly licensed under this by-law;
- (i) prominently display on the driver's side rear bumper area of each Accessible Taxicab, Taxicab and Limousine owned by him/her, the Accessible Taxicab Vehicle Plate, Taxicab Vehicle Plate or Limousine Vehicle Plate for each as provided by the Licensing Officer and such validation or renewal stickers, as applicable;

Notwithstanding, subsection (i) shall not apply to Licensees of a Limousine Vehicle Plate.
- (j) have affixed on top of each Accessible Taxicab or Taxicab, owned by him/her, an electric sign, securely fixed clearly indicating the vehicle is an Accessible Taxicab or Taxicab including the trade name and phone number, such sign shall be illuminated when lights are required according to Section 62 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;

Notwithstanding, subsection (j) shall not apply to Licensees of a Limousine Vehicle Plate.

- (k) equip each Accessible Taxicab or Taxicab owned by him/her with two (2) frames:
 - (i) one suitable to hold the Accessible Taxicab Driver's Licence or Taxicab Driver's Licence;
 - (ii) one suitable to hold the Tariff Card; and
 - (iii) such frames shall be so placed in the Accessible Taxicab or Taxicab, as to be conveniently seen and read by any Passenger.
 - (l) ensure that his/her Accessible Taxicab or Taxicab contains on both sides of the vehicle an identifier of the Accessible Taxicab Company name or Taxicab company name which shall be a permanent sign containing:
 - (i) the Accessible Taxicab Vehicle Plate Number or Taxicab Vehicle Plate Number as assigned by the Licensing Officer;
 - (ii) the phone number of the company; and
 - (iii) the identifier sign be in such form as approved by the Licensing Officer;
 - (m) comply at all times with the provisions of the *Highway Traffic Act, R.S.O. 1990, c. H.8*, as amended and the *Accessibility for Ontarians with Disabilities Act, 2005*; and
 - (n) keep all Accessible Taxicabs, Taxicabs and Limousines owned by him/her that are licensed under this by-law:
 - (i) in good repair;
 - (ii) clean on the interior and exterior;
 - (iii) painted in a professional manner on the exterior; and
 - (iv) mechanically safe so as to meet the standard required for the issuance of a Province of Ontario Safety Standards Certificate.
- 8.3 Every Owner of an Accessible Taxicab or Taxicab shall submit to the Licensing Officer for approval a Tariff Card setting out the proposed fares to be charged to the Passenger for the Accessible Taxicab Service or Taxicab Service. The approved fares shall remain in effect for a minimum of six (6) months from the date of issue of the applicable licence.
- 8.4 Every Owner shall obtain the approval of the Licensing Officer for any fare changes as set out in the approved Tariff Card at least 30 days before such fare change is to be implemented by submitting to the Licensing Officer a replacement Tariff Card and any new fares approved must remain in effect for a minimum of six (6) months;
- (i) Notwithstanding, Section 8.4 shall not apply to Limousine Owners and Vehicles for Hire.

- 8.5 Any Licence issued pursuant to this by-law which is defaced, lost or destroyed, shall be replaced by the Licensing Officer upon payment of the required replacement fee specified in Schedule "A" or "B", as applicable.

SECTION 9: VEHICLE FOR HIRE BUSINESS LICENSEES

- 9.1 No Person shall carry on a Vehicle for Hire Business within the County unless such Person holds a current Vehicle for Hire Business Licence issued pursuant to this by-law.
- 9.2 Every Person who wishes to operate a Vehicle for Hire Business in the County shall apply for a Vehicle for Hire Business Licence under this by-law.
- 9.3 Beyond the information and material required elsewhere in this by-law from Applicants for Licences, an Applicant for an initial, as well as for a renewal, Vehicle for Hire Business Licence shall also submit the following information and material:
- (a) Proof of data security measures that the Applicant has in place to protect the personal information of Vehicle for Hire Drivers and Passengers affiliated with the Vehicle for Hire Business;
 - (b) Proof of the insurance required under this Section;
 - (c) Proof of the number of Vehicles for Hire available to the Applicant in the County;
 - (d) Such other special information and material as the Licensing Officer may specify; and
 - (e) Payment of all applicable fees required under Schedule B of this by-law, including:
 - i. The basic licensing amount; and
 - ii. All fees based on the number of rides provided per month.
- 9.4 No Vehicle for Hire Business Licensee shall:
- (a) Breach any applicable prohibition or obligation of Licensees under this by-law; or
 - (b) Permit any of its Vehicle for Hire Drivers to breach any prohibition or obligation of Vehicle for Hire Drivers under this by-law.
- 9.5 Every Vehicle for Hire Business Licensee shall have an Electronic Platform and shall ensure that its Electronic Platform is able to:
- (a) At the time when transportation is being arranged, provide to the Person requesting the transportation, all the following:
 - i. The name and contact information of the Vehicle for Hire Business Licensee;
 - ii. The first name and photograph of the Vehicle for Hire Driver who will provide the transportation;
 - iii. The make, model and licence plate number of the Vehicle for Hire that will provide the transportation;

- iv. Any special surcharge that will be applicable for the transportation;
 - v. The total cost of the transportation; and
 - vi. The current location of the Vehicle for Hire.
- (b) Permit a Person to accept or refuse arranged transportation before it begins and to record such acceptance or refusal;
 - (c) Provide a secure payment mechanism;
 - (d) Provide a printed or electronic receipt to the Passenger at the end of the transportation that includes information confirming the:
 - i. Fare rate and/or surcharges;
 - ii. Total amount paid;
 - iii. Date and time of pickup;
 - iv. Locations where the Passenger was picked up and dropped off; and
 - v. First name of the Vehicle for Hire Driver.
 - (e) Provide a link where the Passenger may rate or provide comments on the Vehicle for Hire and the Vehicle for Hire Driver.
- 9.6 Every Vehicle for Hire Business Licensee shall make available to the public on its Electronic Platform, and by any other means of its choice, the following information:
- (a) The insurance coverage required to be maintained by itself and by each Vehicle for Hire Driver;
 - (b) The transportation services offered by its Vehicle for Hire Drivers;
 - (c) The applicable screening process for Vehicle for Hire Drivers and Vehicles for Hire;
 - (d) That Vehicle for Hire Drivers may provide only transportation services that are prearranged using the Electronic Platform of the Vehicle for Hire Business Licensee, and cannot accept Street Hails or pick up Passengers at Taxicab stands; and
 - (e) That Vehicle for Hire Drivers cannot accept cash payment for transportation.
- 9.7 Every Vehicle for Hire Business Licensee shall issue to each of its Vehicle for Hire Drivers a current Vehicle for Hire Driver Identification Card.
- 9.8 Every Vehicle for Hire Business Licensee shall issue to each of its Vehicle for Hire Drivers a current Vehicle for Hire Identifier.
- 9.9 Every Vehicle for Hire Business Licensee shall keep, in readily accessible format, a current list of all its affiliated Vehicle for Hire Drivers and Vehicles for Hire that includes:
- (a) The full name and address of each Vehicle for Hire Driver; and

- (b) The make, model and licence plate number of each Vehicle for Hire.
- 9.10 Every Vehicle for Hire Business Licensee shall ensure that each Vehicle for Hire Driver meets the following requirements prior to commencing as a Vehicle for Hire Driver and at all times when providing transportation services:
- (a) is at least 18 years of age;
 - (b) has a valid class "G" licence; and
 - (c) has been advised of, and consents to, the foregoing personal information being submitted to the Licensing Officer for the purpose of auditing compliance with this by-law.
- 9.11 Every twelve months, every Vehicle for Hire Business Licensee shall obtain a criminal record check less than 90 days old, and a driving record abstract less than 30 days old, for each Vehicle for Hire Driver and:
- (a) Review those records;
 - (b) Ensure that the Vehicle for Hire Driver does not have any outstanding criminal charges;
 - (c) Acting reasonably, determine whether the Vehicle for Driver is suitable for providing transportation services; and
 - (d) Terminate the relationship with any Vehicle for Hire Driver who is not suitable for providing transportation services.
- 9.12 Every Vehicle for Hire Business Licensee shall ensure that every Vehicle for Hire Driver with whom it is affiliated complies with all Driver and Vehicle for Hire Driver obligations set out in this by-law.
- 9.13 Every Vehicle for Hire Business Licensee shall terminate its affiliation with a Vehicle for Hire Driver if the Vehicle for Hire Driver fails to satisfy any of the obligations under this by-law, or if the Licensing Officer notifies the Licensee that the Vehicle for Hire Driver has acted in a manner that is adverse to the public interest or public safety. Upon such termination, the Vehicle for Hire Business Licensee shall ensure that such former Vehicle for Hire Driver no longer has access as a Vehicle for Hire Driver to the Licensee's Electronic Platform.
- 9.14 Every Vehicle for Hire Business Licensee shall create, and maintain for two years, records of the following information:
- (a) The total number of transportation trips provided per year;
 - (b) The total number of Vehicle for Hire Drivers providing transportation per year;
 - (c) The total number of Vehicles for Hire providing transportation per year; and
 - (d) The Vehicle for Hire Driver and Vehicle for Hire information corresponding with each requested transportation trip, including the:
 - i. Full name of the Vehicle for Hire Driver;
 - ii. Licence plate number of the Vehicle for Hire;

- iii. Date, time and duration of the transportation trip;
 - iv. Rounded locations where each Passenger was picked up and dropped off; and
 - v. Hours and minutes spent by the Vehicle for Hire in transporting each Passenger, including time spent en route to pick up the Passenger.
- 9.15 The Vehicle for Hire Business Licensee shall make the foregoing records available electronically to the Licensing Officer within a reasonable time as agreed upon after any request in writing.
- 9.16 The Licensee shall keep all records in respect of each Driver for 2 years after the Driver ceases to be affiliated with the Licensee.
- 9.17 Every Vehicle for Hire Business Licensee shall obtain, and maintain at all times during the provision of transportation services, and provide satisfactory proof to the Licensing Officer of, insurance coverage as follows:
- (a) In the amount of at least three-million dollars (\$3,000,000.00) including Public Liability and Property Damage exclusive of costs and interest;
 - (b) Is from an insurer authorized to issue indemnity insurance policies in the Province of Ontario;
 - (c) Including coverage against liability for damages resulting from injury to or death of one or more persons and Property Damage in any one incident that includes:
 - i. Contingent employers' liability; personal injury;
 - ii. Broad form property damage; occurrence property damage; and
 - iii. Employees as additional insured, and cross liability and severability of interest provision;
 - (d) Is in the name of the Vehicle for Hire Business Licensee;
 - (e) Names the County as an additional insured;
 - (f) Contains Non-Owned Automobile Insurance, issued by a company authorized to issue indemnity insurance policies in the Province of Ontario, with limits of not less than three million dollars (\$3,000,000.00) inclusive, per occurrence for public liability, bodily injury, death and damage to property;
 - (g) The NPCF 6TN Permission to Carry Paying Passengers for a Transportation Network endorsement, or an equivalent endorsement acceptable to the Licensing Officer, included within an Automobile Liability Insurance policy maintained on behalf of every Vehicle for Hire Driver; and
 - (h) Contains an endorsement requiring the insurer to provide the County with at least 30 days of prior written notice of any cancellation or variation to the policy.

- 9.18 Every Vehicle for Hire Business Licensee shall provide the Licensing Officer with proof that each Vehicle for Hire affiliated with the Licensee is covered by insurance as required under this Section.
- 9.19 If a Vehicle for Hire Business Licensee fails to comply with the insurance requirements of this Section, then the Licensing Officer may suspend the Licensee's Licence until such time as the Licensee proves, to the satisfaction of the Licensing Officer, that the Licensee is again in full compliance.
- 9.20 If the number of Vehicles for Hire of a Vehicle for Hire Business Licensee increases, then the Licensee shall so notify the Licensing Officer. If the number increases so that a new fee category applies, then the Licensee shall immediately so notify the Licensing Officer and shall pay the corresponding fee increase within two business days after such notification.
- 9.21 No individual shall hold himself or herself out as a Vehicle for Hire Driver unless he/she:
- (a) Has been authorized by a Vehicle for Hire Business Licensee to act as a Vehicle for Hire Driver for that Licensee; and
 - (b) Possesses a current Vehicle for Hire Driver Identification Card issued by that Vehicle for Hire Business Licensee.
- 9.22 No Vehicle for Hire Driver shall request payment of any charge other than as permitted under this by-law.
- 9.23 No Vehicle for Hire Driver shall:
- (a) pick up any Passenger in response to a Street Hail;
 - (b) operate a Vehicle for Hire that resembles a Taxicab in any way, such as by bearing external advertising or any roof-sign;
 - (c) operate a Vehicle for Hire without the insurance required under this by-law;
 - (d) accept payment by cash for any transportation arranged by the Vehicle for Hire Business Licensee;
 - (e) use any method for connecting Passengers with transportation other than the Electronic Platform in accordance with this by-law and as approved by the Licensing Officer;
 - (f) permit any individual to smoke in a Vehicle for Hire while it is being used for transportation arranged by the Vehicle for Hire Business Licensee; or
 - (g) permit any Vehicle for Hire used for transportation arranged by the Vehicle for Hire Business to carry more individuals, including the Vehicle for Hire Driver, than recommended by the Ministry of Transportation of Ontario.
 - (h) solicit any person to take or use Vehicle for Hire by calling out or shouting while in charge of a Vehicle for Hire;

- (i) obstruct the use of any sidewalk;
- (j) use any abusive language, molest, annoy or insult any person whatsoever;
- (k) charge a higher fare or an additional fee for persons with disabilities than for persons without disabilities for the same trip;
- (l) charge a fee for the storage of mobility aids or mobility assistive device;

9.24 Every Vehicle for Hire Driver licenced under this by-law shall:

- (a) take due care of all property delivered or entrusted to him/her and accepted by him/her for conveyance or safe keeping and immediately upon termination of any hiring or engagement, shall search his/her Vehicle for Hire for any property lost or left therein and all property or money left in the Vehicle for Hire shall be forthwith delivered over to the person owning the same, or if the person cannot be found at once, then to a Police Officer on duty at the Ontario Provincial Police, County of Wellington Detachment with all information in his/her possession regarding same;
- (b) travel by the most direct route to the point of destination unless otherwise directed by the person engaging the Vehicle for Hire;
- (c) if a person with a disability is accompanied by a service animal, permit the person to use the Vehicle for Hire he/she is driving with the service animal and to keep the service animal with him or her;
- (d) keep his/her Vehicle for Hire Driver Identification Card in the Vehicle for Hire at all times when he/she is providing transportation for the Vehicle for Hire Business Licensee;
- (e) upon demand by the Licensing Officer, immediately produce:
 - i. His/her Vehicle for Hire Driver Identification Card;
 - ii. Proof of insurance as required under this by-law; and
 - iii. Any other relevant information pertaining to him/her or to operation of the Vehicle for Hire.
- (f) upon demand by the Licensing Officer, submit the Vehicle for Hire for inspection at such time and place as specified by the Licensing Officer;
- (g) install the Vehicle for Hire Identifier, provided by the Vehicle for Hire Business Licensee, in the front left top of the driver's side of the windshield on the Vehicle for Hire in such a way that it is clearly visible from the exterior;
- (h) keep the Vehicle for Hire Identifier in its required location whenever he/she is providing transportation;

- (i) comply at all times with the provisions of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended and the *Accessibility for Ontarians with Disabilities Act, 2005*; and
- (j) keep all Vehicles for Hire owned by him/her that are licensed under this by-law:
 - (i) in good repair;
 - (ii) clean on the interior and exterior;
 - (iii) painted in a professional manner on the exterior; and
 - (iv) mechanically safe so as to meet the standard required for the issuance of a Province of Ontario Safety Standards Certificate.

9.25 Every Vehicle for Hire Driver shall ensure that his/her Vehicle for Hire, at all times when providing a transportation service:

- (a) is no more than 10 years old; and
- (b) has a valid and current Ontario Ministry of Transportation Safety Standards Certificate, prior to commencement of use as a vehicle for hire vehicle, and then annually thereafter.

SECTION 10: GENERAL PROVISIONS

- 10.1 Every Licensee shall notify the Licensing Officer in writing within forty-eight (48) hours of a change in any information provided during his/her application, renewal or transfer of Licence as issued under the provisions of this by-law.
- 10.2 No Licensee while providing an Accessible Taxicab Service, Taxicab Service, Limousine Service or Vehicle for Hire, shall carry any radio equipment, radio scanners or other equipment capable of monitoring radio calls other than the radio equipment used or required to transmit to or receive broadcasts or signals from the radio dispatcher for whom the Driver is working; and
- (a) any Person found guilty of contravening the provisions set out in Section 10(2) (a) will be liable for a fine, suspension or revocation of their licence or licences as issued under this by-law.
- 10.3 No Accessible Taxicab Driver, Taxicab Driver, Limousine Driver or Vehicle for Hire Driver shall use any space made available by the municipality for public parking, without the express written approval of the municipality.
- 10.4 Every Accessible Taxicab Driver shall give priority service to the public who are using the Accessible Taxicab for the purpose of providing transportation for the Disabled over those members of the public that are requiring only a Taxicab Service.
- 10.5 No Owner of an Accessible Taxicab, Taxicab, Limousine or Vehicle for Hire shall cause or permit same to be used for an Accessible Taxicab Service, Taxicab Service, Limousine Service or Vehicle for Hire Business, without first having lawfully obtained and installed an Accessible Taxicab Vehicle Plate on his/her Accessible Taxicab, Taxicab Vehicle Plate on his/her Taxicab, Limousine Vehicle Plate on his/her Limousine or Vehicle for Hire Identifier on his/her Vehicle for Hire in accordance with this by-law.

- 10.6 Any notice required to be given under this by-law may be given by personal service or by registered letter mailed to the proposed recipient of such notice at his/her last known address or his/her place of business and if given by registered letter, shall be deemed to have been received on the fifth (5th) day after mailing.

SECTION 11: TAXICAB METERS

- 11.1 Every Owner of an Accessible Taxicab or Taxicab that is equipped with a Taxicab Meter shall:

- (a) submit his/her Accessible Taxicab or Taxicab Meter when required for testing, inspecting and sealing by the Licensing Officer;
- (b) place the Accessible Taxicab or Taxicab Meter as to be conveniently seen at times by the Passengers;
- (c) only use the meter when the seal thereon is intact;
- (d) keep the meter in good working order at all times and not use it when defective in any way;
- (e) activate the meter when a passenger first enters the Accessible Taxicab or Taxicab and shall keep it operating throughout the Accessible Taxicab service or Taxicab service; and
- (f) not charge a Passenger an Accessible Taxicab Meter rate or Taxicab Meter rate unless the Accessible Taxicab Meter or Taxicab Meter has been tested and sealed by the Licensing Officer.

SECTION 12: NEGOTIATED FARES

- 12.1 Section 11 does not apply in cases where a negotiated fare has been established between the driver and the passenger(s).

SECTION 13: TRANSFER

- 13.1 In the event an Owner replaces an Accessible Taxicab, Taxicab or Limousine as licensed under this By-law with another, the Licence may be transferred to the replacement Accessible Taxicab, Taxicab or Limousine provided:

- (a) the Owner applies to the Licensing Officer and meets the criteria as set out in Section 6 of this by-law, with necessary modifications as determined by the Licensing Officer; and
- (b) the Owner pays the fee set out in Schedule "A" of this by-law.

SECTION 14: FARES AND PUBLIC SAFETY

- 14.1 No Licensee shall charge any fare or compensation for providing an Accessible Taxicab Service or Taxicab Service within the County of Wellington except in accordance with the Tariff Card fares as approved by the Licensing Officer:

- (i) Notwithstanding Section 14.1, this section does not apply to written contract agreements between Owners of Accessible Taxicabs, Taxicabs or Limousines and corporations, school boards, Ontario government, Federal government or government agencies;

- (ii) Notwithstanding Section 14.1, this section does not apply to negotiated fares as allowed by Section 12.

- 14.2 Every holder of an Accessible Taxicab Vehicle Plate or Taxicab Vehicle Plate shall prominently display a Tariff Card setting out the fares.
- 14.3 The holder of an Accessible Taxicab Driver's Licence, Taxicab Driver's Licence and Limousine Driver's Licence shall furnish to every Passenger where requested a receipt for charges made.
- 14.4 No Licensee shall carry a greater number of persons than the Accessible Taxicab, Taxicab, Limousine or Vehicle for Hire is intended to seat according to manufacturer's rating.
- 14.5 No Licensee shall smoke or allow any Passenger to smoke tobacco, or any other substance in the Accessible Taxicab, Taxicab, Limousine or Vehicle for Hire.
- 14.6 Every Accessible Taxicab Driver shall ensure wheelchairs are securely strapped down prior to providing an Accessible Taxicab Service.
- 14.7 Every Licensee shall ensure he/she meets and continues to meet the respective requirements of Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of this by-law.

SECTION 15: REFUSAL, SUSPENSION AND REVOCATION OF LICENCES

- 15.1 The Licensing Officer shall refuse to grant a Licence or renew a Licence if the Applicant has not satisfied all of the requirements of this by-law, or on the grounds of reasonable belief that the person will not carry on or engage in the business in accordance with law or with honesty and integrity.
- 15.2 The Licensing Officer may, at any time for just cause, including failure to comply with any of the provisions of this bylaw, suspend the licence issued to any person under this by-law. The former licensee shall be informed that they may appeal this decision to the Board. The Board after hearing the appeal may either continue such suspension for such period of time as it shall determine, or may reinstate such licence, or if the circumstances warrant such action, may revoke said licence.
- 15.3 The Licensing Officer shall refuse to grant a Licence or renew a Licence under this by-law by reason of the grounds that the conduct of the person applying for or holding the licence, or where the person is a corporation, that the conduct of the corporation's officers, directors, employees or agents, affords reasonable grounds for belief that the person will not carry on or engage in the business in accordance with the law or with honesty and integrity.
- 15.4 The Board may suspend or revoke any Licence granted under this by-law for failure to comply with any of the provisions of this by-law or conditions imposed by the Licensing Officer.
- 15.5 Immediately upon suspension or revocation of a licence, the Licensee shall be sufficiently notified in writing by the Licensing Officer to ensure a clear understanding of the suspension or revocation.
- 15.6 Where the Licensing Officer refuses to issue a Licence under this by-law, or where the Board has suspended or revoked a Licence, the Applicant or Licensee may appeal this decision to the Board by filing with the Board, an appeal in writing, of the said decision within fifteen (15) calendar days of being notified.

- 15.7 The Board upon receiving an appeal from an Applicant shall conduct a hearing pursuant to the procedures set out in the *Statutory Powers Procedure Act*, R.S.O., 1990, c. S.22, as amended.
- 15.8 The Board may, after the appropriate hearing is conducted, issue a Licence, refuse to issue a Licence, revoke a Licence, suspend a Licence or place conditions upon holding a licence, and may make any suspension of a Licence subject to such terms or conditions as the Board may prescribe and a decision made pursuant to the exercise of these powers is final and binding upon the applicant or any Licensee.
- 15.9 When the Province of Ontario driver's licence of an Applicant or Licensee has been cancelled, suspended or revoked, any licence issued under this by-law shall be deemed to be suspended as of the date of the cancellation, suspension or revocation of the Province of Ontario driver's licence.
- 15.10 When a licence has been suspended or revoked by the Board or the Licensing Officer, the Licensee shall attend at the Ontario Provincial Police, County of Wellington Detachment to return the licence, and/or the applicable vehicle plate within twenty-four (24) hours of receipt of written notification of the suspension or revocation.
- 15.11 Any Police Officer of the Ontario Provincial Police or Police Cadet of the Ontario Provincial Police may enter upon the business premises or residence of an Owner or Driver for the purpose of receiving or taking the suspended or revoked license and/or vehicle plate, as applicable.
- 15.12 It shall be an offence to fail to deliver a suspended or revoked licence and/or vehicle plate to the Licensing officer or to obstruct any enforcement officer from retrieving the same.

SECTION 16: ENFORCEMENT

- 16.1 The provisions of this by-law may be enforced by any Police Officer of the Ontario Provincial Police or Police Cadet of the Ontario Provincial Police and/or a bylaw officer appointed by the County of Wellington for the administration and enforcement of this by-law.
- 16.2 Any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an offence.

SECTION 17: OFFENCE AND PENALTIES

- 17.1 Any person who contravenes any provisions of this by-law, including any Schedule attached hereto, is guilty of an offence under the *Provincial Offences Act* R.S.O. 1990 c.P.33 as amended.
- 17.2 A director or officer of a corporation who knowingly concurs in the contravention of any provision of this by-law, including any Schedule attached hereto, is guilty of an offence.
- 17.3 A person convicted under this by-law is liable to a maximum fine of \$25,000.00 upon a first conviction and a maximum fine of \$50,000.00 for any subsequent conviction.
- 17.4 Despite Section 17(3), where the person convicted is a corporation, the corporation is liable to a maximum fine upon a first conviction and a maximum fine of \$100,000.00 for any subsequent conviction.
- 17.5 If this by-law is contravened and a conviction entered, in addition to any other remedy and

to any penalty imposed by this by-law, the court is which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

- (a) Prohibiting the continuation or repetition of the offence by the person convicted; and
- (b) Requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

SECTION 18: GENERAL

- 18.1 If any provision or part of a provision of this by-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.
- 18.2 In this by-law, unless the contrary intention is indicated, words used in singular shall include the plural and words used in the male gender shall include the female gender and a corporation or vice versa where applicable.
- 18.3 If there is a conflict between a provision of this by-law and a provision of any other County by-law, then the more restrictive provision shall apply.
- 18.4 Unless otherwise stated, the requirements of the Schedules to this by-law shall be in addition to all other requirements of this by-law.

SECTION 19: EFFECTIVE DATE AND REPEAL

- 19.1 By-Law Number 5287-12 and any amendments thereto are hereby repealed.
- 19.2 This by-law shall come into force and take effect upon being passed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS

KELLY LINTON WARDEN

DONNA BRYCE - CLERK

SCHEDULE "A"

LICENCE	NEW APPLICATION	RENEWAL
Accessible Taxicab/Taxicab/Limousine Driver's Licence	\$100.00	\$75.00
Accessible Taxicab/Taxicab/Limousine Vehicle Plate	\$100.00	\$75.00
Accessible Taxicab/Taxicab/Limousine Transfer	\$40.00	N/A
Accessible Taxicab/Taxicab/Limousine Plate replacement	\$40.00	N/A

SCHEDULE "B"

LICENCE	FEES
Vehicle for Hire Class "A" - 100+ Vehicles Class "B" - 25-99 Vehicles Class "C" - 1-24 Vehicles	\$7,253.00 + \$0.18/TRIP \$2,469.00 + \$0.18/TRIP \$807.00 + \$0.18/TRIP

SCHEDULE "C"**Tariff Card****THE CORPORATION OF THE COUNTY OF WELLINGTON****Accessible Taxicab, Taxicab Company:**

--

Tariff Amount:

Initial fare	\$	Please be advised the Driver has the right to charge an additional amount to assist in the loading and unloading of merchandise except for the storage of or assistance with mobility aids
Per Kilometre	\$	
Per hour	\$	

Know your rights:

1. you have the right to a receipt
2. you have the right to know the licence number of your driver
3. you have the right to a clean and mechanically safe vehicle
4. you have the right to a smoke free vehicle
5. you have the right to negotiate a fare

If you have any questions or concerns please call the County of Wellington at 519.837.2600 x 2510



February 27, 2019

Re: Approval and Assistance with Public Health's West Nile Virus Larvicide Program

Wellington-Dufferin-Guelph Public Health has once again hired a pest management company to carry out West Nile virus larvicide programs from May to September 2019. The company will focus on catch basins near major urban centres in the County of Wellington, the County of Dufferin and the City of Guelph. The pest management company will:

- Map and monitor larval breeding sites
- Identify larval species
- Apply larvicide according to best practices for integrated pest management
- Comply with all municipal, provincial and federal laws, by-laws and regulations pertaining to the storage and use of larvicides to control mosquito species.

We hope you will assist us with these two requests:

1. Designate a contact person

This person will:

- Speak with the pest management company as needed during normal business hours. The time demand is minimal.
- Have strong knowledge of sites such as catch basins and retention ponds, sewer systems, and local areas of standing water and wetlands.

2. Provide us with a pre-approved letter (please see attached template)

This letter allows WDGPH to larvicide and is a required by the pest management company to obtain a permit from the Ministry of the Environment, Conservation and Parks. Please email a scanned copy of the signed approval letter by **Friday, March 29th** to Monika.Farncombe@wdgpublichealth.ca. For your reference, we are attaching a copy of the letter we received last year.

If you have questions or concerns, please call 1-800-265-7293 ext. 4230 or email

Shawn.Zentner@wdgpublichealth.ca

Thank you for your co-operation.

Sincerely,

Shawn Zentner, MPH, BAsC, CPHI(C)
Program Manager
Health Protection Division

SAMPLE LETTER

Date

Dr. Nicola Mercer
Medical Officer of Health and CEO
160 Chancellors Way
Guelph, ON N1G 0E1

Re: Approval to apply larvicide

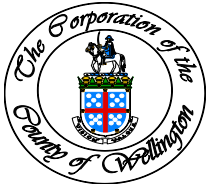
Dear Dr. Mercer,

The (name of Town, City, Municipality) supports action by Wellington-Dufferin-Guelph Public Health to reduce the risk of West Nile virus.

As a result, (name of Town, City, Municipality) authorizes permit applications, submitted to the Ministry of the Environment, Conservation and Parks by the pest management company on behalf of WDG Public Health, to apply larvicide to catch basins and surface water on:

- Locations owned or managed by (name of Town, City, Municipality).
- Municipal and private lands that drain into storm drain systems or waterways in (name of Town, City, Municipality).

(Signature and title of official representative of the Town, City, Municipality)



COUNTY OF WELLINGTON

KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

March 1, 2019

Sent via electronic mail

Dear Member Municipality Clerks,

At its meeting held on February 28, 2019 Wellington County Council approved the following recommendation from the Planning Committee:

That effective March 1, 2019, the Green Legacy Committee be terminated and staff advise its members and thank them for their contributions to the success of our award winning programme.

Please find the Green Legacy Advisory Committee report enclosed.

Respectfully,

A handwritten signature in cursive script that reads "Kim Courts".

Kim Courts
Deputy Clerk



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Linda Redmond, Manager of Planning and Environment
Date: Thursday, February 14, 2019
Subject: **Green Legacy Advisory Committee**

Background

In 2004, Wellington County Council established a county wide Green Legacy Programme, which was a simple idea of planting 150,000 trees to celebrate the County's 150th anniversary. This initiative was a great success and there was a desire to continue with this concept. Consequently, County staff were directed to establish a working committee to assist with the implementation of the tree planting and distribution functions for the programme and help build on its educational components. The Green Legacy Committee was formed and comprised of elected officials, community volunteers with knowledge in environmental management, senior County staff, and GL management staff. The sitting Warden was also invited to attend Committee meetings.

The mandate of the committee was to provide expertise and advice in the early development and expansion of the GL Programme. The committee has existed for well over a decade and has been instrumental in shaping our award winning Programme. By the end of 2018, just fourteen years after its creation, the Green Legacy Programme will have planted approximately 2,300,000 trees with the aid of organizations, volunteers, and school children. It has become the largest municipal tree planting program in North America.

Today, the GL Programme operates efficiently by GL staff, which includes a complement of 4 full time staff, who are supplemented with seasonal and student workers at various times throughout the year. Based on the above, the Committee is no longer necessary as their mandate has been fulfilled. Major GL programme changes and annual reporting will continue to flow through the Planning Committee and the GL manager will report directly to senior planning staff.

Recommendation:

That effective March 1, 2019, the Green Legacy Committee be terminated and staff advise its members and thank them for their contributions to the success of our award winning Programme.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'L. Redmond'.

Linda Redmond
Manager of Planning and Environment

#GetInTouchForHutch

8648 Sideroad 3
Arthur, ON N0G 1A0

Wellington North Mayor: Andy Lennox and Wellington North Council

Kenilworth, ON N0G 2E0

Subject: Requesting Approval for the 2019: 1 & 5 Kilometer Run in memory of Steven Hutchison (#GITFH)

I am working with friends: Stuart & Myrna Hutchison and Committee members to organize the annual; 1K and 5K run in combination with the Arthur Optimist July 1st Canada Day week-end festivities. As mentioned in the subject line, this run would be in memory of Stuart and Myrna's son, Steven. All funds raised will be donated to mental health/suicide awareness and prevention.

The Arthur Optimist Club has once again agreed to this, as part of their Canada Day celebrations.

Attached are copies of the 1K and the 5K running/walking routes. **They remain the same as last year – we will head down Tucker street at the first of the race/walk route-so that near the end, there is no up-hill climb.** Neither route crosses Highway #6, as we do not wish to deviate major traffic on a long week-end.

This event would begin at 9:30 am on Saturday, June 29 and end with a light lunch at the pavilion at approximately 11:30 am.

Should you require any additional information, please do not hesitate to contact me. I can be reached at my work place (7:30 – 4pm) daily by phone 519-824-4400, ex 302234, or via email: susan_oneill@cooperators.ca, or my home phone after 5pm: 519-848-2903.

Yours in volunteerism,

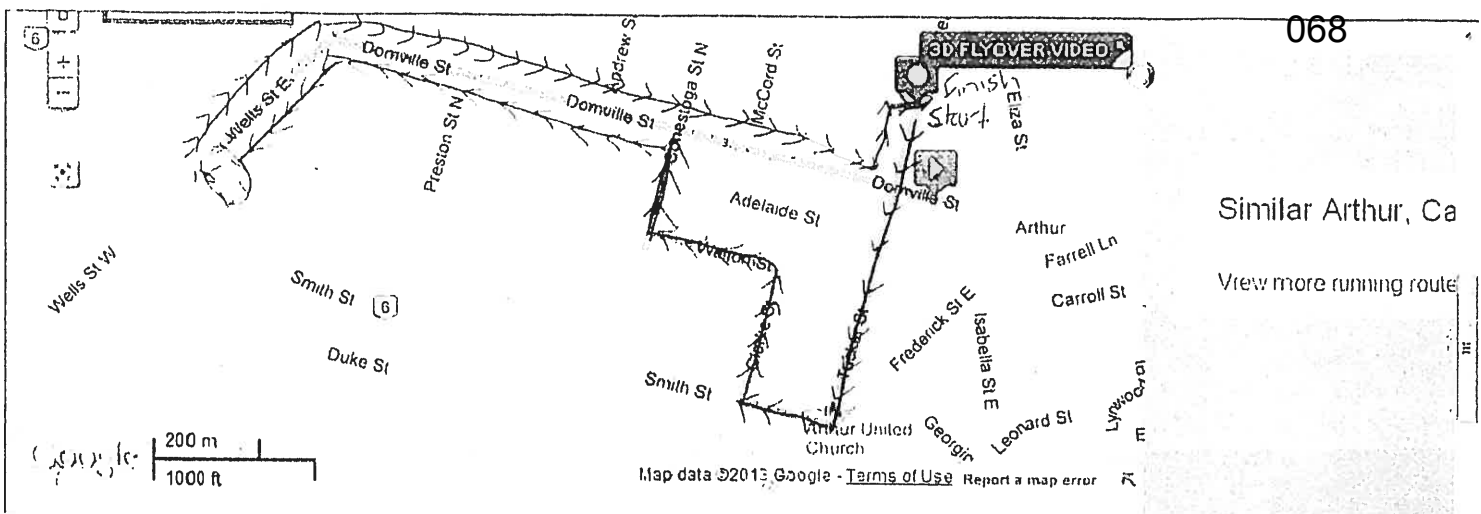
Susan O'Neill



180 Walton Street

Arthur, ON N0G 1A0

March 4, 2019



Similar Arthur, Ca

[View more running routes](#)

#GITFH 2019 5K Route (the same as 2013)

BEGIN from the Optimist Pavillion/B Ball Diamond, Arthur Community Centre;

Head out to Tucker Street and continue down Tucker on the SIDEWALK

Turn Right at the bottom of Tucker Hill @ the United Church and head north on Smith Street

Turn Right at Arthur Travel onto Clarke Street

Turn Left at Walton Street and continue on SIDEWALK to Conestoga Street

Turn right at Conestoga Street

Turn left onto Domville Street

Turn left onto Wells street

Turn around in the lower laneway of (Old Liquidation King)

RETURN ROUTE

Turn right onto Wells Street

Turn right onto Domville Street

Turn left at Tucker Street

Turn right into the laneway to return to the Optimist Pavillion

1K Route remains on the arena grounds and walks around the "track" twice returning to the Pavillion



The Royal Canadian Legion

Fred Campbell V.C. Branch #134
140 King Street West
Mount Forest, Ontario
N0G 2L2
(519) 323-1570

069

RECEIVED

FEB 27 2019

TWP. OF WELLINGTON NORTH

February 11, 2019

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

Dear Mayor Lennox Councilors:

This letter is to inform you that we would like to be put on the agenda for the council meeting. We at the Royal Canadian Legion, Mount Forest Branch 134, would like to inform you of our involvement in the Mount Forest Fireworks Festival to be held at the Mount Forest Legion on July 19-21, 2019.

We will be placing a tent in our parking lot to host a licensed music/beer tent that will be enclosed and confined to a fenced off area. We will also be hosting a Motorcycle Show and Shine between the hours of 11:00 to 4:00 on Saturday July 20th.

Hours of security operations will commence on Friday July 19th at 3:00 p.m. and be continuous through to Sunday July 21st at 12:00 a.m. The tent will be open to the public as follows:

Friday July 19 th	3:00 p.m. to 1:00 a.m.
Saturday July 20 th	11:00 a.m. to 1:00 a.m.
Sunday July 21 st	12:00 p.m. to 12:00 a.m.

Thank you in advance for your co-operation regarding the above matter. Should you have any further questions and/or queries, please do not hesitate to contact me at anytime.

Yours truly,

Ken Thompson
President

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

BY-LAW NUMBER 023-19

**BEING A BY-LAW TO AUTHORIZE A LEASE AGREEMENT FOR
PURPOSES OF FARMING CROPLANDS OWNED BY THE
MUNICIPALITY (PART PARK LOTS 11 & 12 SOUTH SIDE
PRINCESS STREET PLAN TOWN OF MOUNT FOREST PART 3
61R21401; TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North is the owner of the lands in the former Town of Mount Forest, being that part park-lots 11 and 12 South Side Princess Street deposited as Plan Part 3 61R21401 which lands contain approximately three (3) acres of workable cropland.

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to enter into a lease agreement.

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** ("the Corporation") enacts as follows:

1. The Corporation is hereby authorized to enter into a lease agreement with John & Aline Padfield for the said cropland area containing three (3) acres more or less in the form of the lease agreement attached hereto as Schedule "A".
2. The Mayor and the Clerk are hereby authorized and directed to sign the lease agreement on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11th DAY OF MARCH, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 023-19

SCHEDULE "A"

LEASE AGREEMENT

LEASE AGREEMENT made as of the _____ day of _____, 2019
BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,
hereinafter called "Wellington North" OF THE FIRST PART,
-and-

John Padfield and Aline Padfield, of the Township of Wellington North, in the
County of Wellington,
hereinafter called "Padfield" OF THE SECOND PART.

WHEREAS Wellington North is the owner of the following lands:

Part park-lots 11 and 12 South Side Princess Street deposited as Plan Part 3
61R21401 (hereinafter called "the lands");

AND WHEREAS approximately 3 acres of the lands are existing workable lands for crop growing purposes ("the workable lands");

AND WHEREAS it is acknowledged that Wellington North may determine at any time to sell the whole or any part of the lands as seen fit by Wellington North.

NOW THEREFORE IN CONSIDERATION OF the terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Wellington North shall rent the workable lands to Padfield for the crop years from and including the year 2019 to and including the year 2020 at a yearly rental of \$70.00 per acre (\$210.00) to be paid on the last day of May in each of the years 2019 & 2020.
2. Wellington North shall have the right to terminate this rental agreement before the beginning of any crop year by giving notice by January 31, of that year, or at any time upon 14 days notice if terms of agreement are not met. Notification shall be mailed by prepaid registered mail to John & Aline Padfield, 1021 Walton Avenue North, Listowel, Ontario. N4W-3S2.
3. It is expressly stated that this rental agreement is for farming purposes for the 2019 & 2020 crop years which includes the removal of the crop but does not in any event cover a period beyond the last day of November, 2020.

- 4. Padfield shall not place any hazardous or contaminating substances or chemicals on the lands other than those chemical fertilizers or herbicides which fall within normal good farming practices.
- 5. In the event that a dispute relating to this agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the "Rules of Procedure for the conduct of mediations" of the Arbitration and Mediations Institute of Ontario.
- 6. In the event that a dispute relating to this agreement or its implementation arises that cannot be resolved between the parties and cannot be resolved through mediation, such disputed matters shall be submitted to arbitration and the provisions of the Arbitration Act shall apply. The disputes shall be determined by one arbitrator chosen by the parties, but if the parties are unable to agree upon a mutually acceptable arbitrator, then the dispute shall be determined by the award of three arbitrators, or by a majority of them, one to be named by Padfield, one to be named by Wellington North and the third to be selected by the first two named arbitrators.
- 7. This agreement shall ensure to the benefit of and to binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

DATED AND SIGNED by Wellington North this day of , 2019

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

Per: _____

Andrew Lennox, Mayor

Per: _____

Michael Givens, Chief Administrative Officer

DATED AND SIGNED by Padfield this day of , 2015

Witness

John Padfield

Witness

Aline Padfield

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 024-19

BEING A PROCEDURE BY-LAW FOR GOVERNING THE CALLING, PLACE AND PROCEEDINGS OF MEETINGS OF COUNCIL AND ITS COMMITTEES AND TO REPEAL BY-LAW 093- 17.

WHEREAS the Council of the Township of Wellington North wishes to enact a by-law for governing the calling, place and proceedings of meetings; and that the procedure by-law shall provide for public notice of meetings,

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

1. **DEFINITIONS**

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

- 1.1 “Act” means the *Municipal Act, 2001*.
- 1.2 “Acting Mayor” means a member of council appointed to fulfill the duties of the Mayor in his or her absence.
- 1.3 “Awards/Recognition/Declaration” means a formal recognition by council of an individual, group or organization for a significant event or achievement.
- 1.4 “Chair” means the Mayor or the Acting Mayor or in the absence of both, a member of the council appointed to Chair the meeting.
- 1.5 “Clerk” means the Clerk, of the municipality.
- 1.6 “Closed session” means all or part of a meeting closed to the public in accordance with the provisions of the *Municipal Act, 2001*.
- 1.7 “Committee” means any standing, advisory, ad hoc or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards.

- 1.8 "Council" means the Council of the Township of Wellington North.
- 1.9 "Declared Emergency" means when the Mayor or Acting Mayor declares a situation or an impending situation caused by the forces of nature, an accident, and an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure and economic stability.
- 1.10 "Deputation" means a person or group permitted to address council or committee.
- 1.11 "Inaugural Meeting" means the first meeting of council held after a municipal election in a regular election year.
- 1.12 Local Board means a local board as defined in the Municipal Act, 2001.
- 1.13 "Majority Vote" means the vote of more than half of the members present at a properly constituted meeting at which a quorum is present.
- 1.14 "Mayor" means the Head of Council.
- 1.15 "Meeting" shall mean any regular, special or other meeting of a council, of a local board or of a committee of either of them, where a quorum of members is present, AND members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee
- 1.16 "Member" means an individual elected to the Council of the Corporation of the Township of Wellington North.
- 1.17 "Municipal Election" means a municipal election held pursuant to the Municipal Elections Act.
- 1.18 "Presentation to Council" means an individual, group or organization invited by council or staff to present material or information.
- 1.19 "Privilege" may include matters of comfort, amplification, or safety.
- 1.20 "Point of Order" means an issue to which a member calls attention to:
- (a) Any breach of the rules of order pursuant to this by-law; or
 - (b) Any defect in the constitution of any meeting; or

- (c) The use of improper, offensive or abusive language; or
- (d) Notice of the fact that the matter under discussion is not within the scope of the proposed motion; or
- (e) Any other informality or irregularity in the proceeding of the meeting.

1.21 “Quorum” means a majority of the whole number of members of council, or committee, or if legislation such as the Municipal Conflict of Interest Act provides otherwise.

1.22 “Recorded Vote” means noting in the minutes the name and vote of every member on any motion, unless the member is disqualified from voting.

1.23 “Resolution” means the decision of the council or committee of council on any motion.

1.24 “Special Meeting” means a meeting not scheduled in accordance with the approved schedule of meetings, and duly called within the authority of the Act, or other legislation.

2. **RULES OF ORDER**

2.1 The rules and regulations contained in this by-law shall be observed in all proceedings of council, committees, ad-hoc and advisory committees and local boards.

3. **AMENDMENT OR REPEAL OF BY-LAW**

3.1 No amendment or repeal of this by-law, or any part of it, shall be considered at any meeting of council unless notice of the proposed amendment or repeal has been given at a previous meeting. Waiving of the notice provisions in this section shall not be permitted.

4. **INAUGURAL MEETING OF COUNCIL**

4.1 The Inaugural meeting of council shall be held on the first Monday that falls after November 15, in the Council Chambers of the Township of Wellington North office building, Kenilworth, Ontario following a regular municipal election.

4.2 The inaugural agenda shall include:

- Declaration of Office in accordance with the provisions of the Act.
- Address by the Mayor
- Confirmatory By-law

- 4.3 The inaugural agenda may include any other item that the Clerk deems necessary.

DUTIES OF THE CHAIR

- 4.3 The Chair shall:

- a) Open the meeting by calling all members to order;
- b) Announce the business of council in the order in which it appears on the agenda;
- c) Receive all motions presented by members of council;
- d) Call for debate and call the vote on all motions which are moved and seconded, and to announce the result of the vote;
- e) Decline to put to vote motions which violate the rules of procedure in this by-law;
- f) Ensure the members are acting within the provisions of this by-law and the Act, when engaged in debate and voting;
- g) Sign all by-laws, resolutions and minutes of Council as required;
- h) Inform members and the public, when necessary of a point of order or procedure;
- i) Expel any person for improper conduct at a meeting;
- j) Recess a meeting at any time for not more than 10 minutes;
- k) Adjourn the meeting when business is concluded;
- l) Adjourn the meeting, without question, in the case of grave disorder arising during the meeting.

Acting Head of Council

- 4.4 In the absence of the Mayor, Councillors are appointed as Acting Head of Council as follows:

1st quarter of year (January to March)	- Councillor, Ward One
2nd quarter of year (April to June)	- Councillor, Ward Two
3rd quarter of year (July to September)	- Councillor, Ward Three
4th quarter of year (October to December)	- Councillor, Ward Four

- 4.5 In the absence of both the Mayor and Acting Mayor, a Chair shall be chosen from the members present to Chair the meeting.
- 4.6 On the arrival of the Mayor or Acting Mayor, the Chair shall relinquish their seat.

Ex Officio

4.7 The Mayor shall be an ex-officio member of all committees shall have full voting rights.

Points of Order and Privilege

4.8 The Mayor shall preserve the order and decorum and decide points of order and (personal) privilege, however a member may verbally appeal the Mayor's decision to council for a final decision.

5. MEETING PROCEDURES

Quorum

5.1 Unless there is a Quorum present within fifteen (15) minutes after the time appointed for a meeting, the council or committee shall adjourn until the next meeting date.

5.2 The Clerk shall record the names of the members present at the time of adjournment.

Open and closed meetings

5.3 All meetings or part of a meeting shall be open to the public.

5.4 A meeting may be closed to the public if unless closed meeting the subject matter being considered is:

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act

- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
- (l) If the meeting is held for the purpose of educating or training the members AND at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee

5.5 A meeting shall be closed to the public if the matter being considered is:

- a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
- b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman or investigator referred to in the Act.

5.6 Voting is not permitted in a closed meeting, unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality.

5.7 A resolution shall be passed in open session stating the general nature of the matter to be considered at the closed session.

5.8 A resolution shall be passed to adjourn the closed session.

- 5.9 In the event discussion in closed session concludes prior to the open session, Council shall rise from closed and adopt a motion to recess and reconvene at the beginning of the regularly scheduled open meeting.
- 5.10 If closed session items are not completed before the scheduled time for the open meeting, Council may:
- a) consider a motion to defer the closed session items not addressed to a future scheduled closed session meeting; or
 - b) consider a motion to recess and reconvene at the end of the regularly scheduled open Council meeting to conclude discussion; or
 - c) proceed in closed session until all the agenda items have been considered.
- 5.11 Council may convene in a Special Council meeting, on a date other than a regularly scheduled Council for the purpose of going into closed session.

Motions

- 5.12 A consent agenda shall be presented by the Chair. Items shall be moved from the consent agenda on the request of any member for separate discussion. Items not removed shall be adopted in one motion by majority vote without debate or discussion.
- 5.13 All motions shall be moved and seconded before being debated and called for the vote by the Chair.
- 5.14 Directions to staff do not require a motion.
- 5.15 Only one motion may be on the floor at any given time.
- 5.16 Minor amendments to a motion that has been moved and seconded can be made on the original resolution provided it is initialed by the original mover and seconder of the motion.
- 5.17 Substantial amendments to a motion that has been moved and seconded, shall be brought forward by an amending motion. The amending motion shall be in writing, moved and seconded and voted on prior to the original motion being voted on.

- 5.18 Once a motion is on the floor, it shall not be withdrawn prior to voting without the consent of the majority of the members.
- 5.19 After the Chair calls for a vote on a motion or a motion as amended, no member shall speak to the question nor shall any other motion be made until after the vote is taken and the result declared.
- 5.20 A member may, immediately before or after a vote, request the count be recorded. All members present, who are not prohibited from voting by interest or otherwise, will verbally announce his or her vote to be recorded in the minutes.

Notice of Motion

- 5.21 A member may introduce a notice of motion at a meeting and the motion shall form part of the next agenda at which the member introducing the motion is in attendance for discussion. There shall be no debate or discussion on the motion until it appears on an agenda.
- 5.22 At the meeting, the notice of motion shall be treated as any other motion, requiring it to be moved and seconded before being debated or adopted.

Reconsideration

- 5.23 A motion may be reconsidered at the same meeting at which it is passed, provided there is a majority vote of the members to reconsider.
- 5.24 No motion shall be reconsidered outside of the meeting at which it is passed, within a 12 month timeframe during a term of council.
- 5.25 A matter may be considered outside of the meeting at which it was passed prior to the expiration of 12 months provided a majority vote of Council approves that a Notice of Motion as set out in this by-law be brought forward and the reconsideration appears on an agenda.

Manner of Voting and Rules of Debate

- 5.26 On an unrecorded vote, a show of hands shall determine the decision of council.
- 5.27 Every member present at a meeting when the vote is called shall vote unless prohibited by interest or otherwise.

- 5.28 If member refuses to vote, where not prohibited by interest or otherwise, that member shall be considered to have voted no.
- 5.29 Any question in which there is a tie vote shall be deemed to be defeated.
- 5.30 Every member shall request acknowledgment from the Chair, prior to speaking to any question or motion. When two or more members wish to speak, the Chair will determine which member requested to speak first and they shall have the floor.
- 5.31 When a member is speaking, no other member shall interrupt him or her except to raise a point of order or privilege.
- 5.32 A member shall not speak more than once to the same question without the consent of the Chair. A member, in speaking to a question shall be limited to ten minutes, unless an extension of a further five minutes is approved by motion of council.
- 5.33 When the Chair calls for the vote on a question, every member shall remain in his or her seat and not speak to any other member or make any noise or disturbance until the result of the vote has been declared.

Curfew

- 5.34 Meetings shall be adjourned four (4) hours after the start of a meeting.
- 5.35 A resolution shall be passed before the expiration of four (4) hours to permit the meeting to continue past curfew.

Decorum

- 6.30 Unless otherwise authorized by the presiding officer, all members, staff and persons appearing as delegations shall address council through the Chair and only when recognized to do so.
- 6.31 Persons attending a meeting shall not:
- a) Use offensive words against members, officer, staff or guest;
 - b) Speak on any subject other than the subject in debate;
 - c) Create a disturbance in the meeting;
 - d) Interrupt the member who has the floor except to raise a point of order;

- e) Disobey the rules of council or a decision of the Chair or council on questions of order or practice or upon the interpretation of the rules of the council.
- f) On a majority vote of council the Chair may request that a member apologize to council for disruptive behaviour.
- g) Speak on any issue that is before the Court, Administrative Tribunal or any Boards of Commissions, unless the issue has been referred to the council or committee by the said body.

6. **VIDEO AND AUDIO RECORDING**

6.1 The use of video or audio recording equipment or devices by members of the public or media during an open meeting is permitted within the areas designated for that purpose by the Clerk.

7. **PROCEDURES FOR AGENDAS, MINUTES, AND SUPPORTING MATERIAL**

7.1 The Clerk shall prepare an agenda for each meeting and the order of business will be as shown in this by-law. Minor modifications to the matters included or the order of business may be made during the preparation of the agenda.

- a) Call to order
- b) Adoption of the agenda
- c) Disclosure of pecuniary interest(s) and the general nature thereof
- d) Closed meeting session (if required)
- e) Rise and report from closed session
- f) Passage of resolution regarding a closed meeting report
- g) Passage of resolutions and minutes from closed session
- h) O Canada
- i) County Council member update
- j) Awards/Recognition/Declarations
- k) Presentations
- l) Public meeting under the Planning Act
- m) Resume Regular meeting of Council
- n) Passage of by-laws arising from a Public Meeting
- o) Adoption of minutes of Council/Public Meeting(s)/Closed session
- p) Business arising from previous meetings of Council
- q) Deputations
- r) Items for approval and adoption of recommendations therein:

- Minutes of local Boards, Committees, Ad Hoc Committees, Standing Committees, other agencies
- Reports, recommendations and correspondence for direction (order of business may rotate)
 - Planning
 - Administration
 - Building
 - Economic development
 - Finance
 - Fire services
 - Operations
 - Council
- s) Identification of agenda items requiring separate discussion
- t) Adoption of agenda items not requiring separate discussion
- u) Consideration of agenda items identified for separate discussion
- v) Notice of Motion
- w) Community Group Meeting Program report by Councillors
- x) By-laws
- y) Cultural Moment (first meeting of the month)
- z) Confirmatory by-law
- aa) Adjournment

- 7.2 The Clerk shall ensure that the minutes of the last council meeting, and all special, committee, ad hoc minutes held more than seven business days prior to a regular meeting are included in the agenda package.
- 7.3 All reports, supporting material, delegation/presentation/award requests shall be submitted to the Clerk's office by 12 noon on the Tuesday preceding the council meetings scheduled for 2:00 p.m. and 12 noon on the Wednesday preceding the council meetings scheduled for 7:00 p.m., unless extenuating circumstances arise
- 7.4 As far as practical the agenda and all attachments will be made available to the members by 4.30 p.m. on the Wednesday preceding the 2 p.m. council meeting, and by 4:30 p.m. on the Thursday preceding the 7:00 p.m. council meeting, unless extenuating circumstances arise
- 7.5 a) The order of business of the council shall be in the order in which it stands on the agenda unless the Chair decides verbally to amend the order.

- b) An item of business or matter not listed on the agenda shall not be introduced for consideration at the same meeting, unless not dealing with the items of business or matter would be detrimental to the Township of Wellington North.
 - c) A majority vote of council shall be passed prior to any consideration or discussion of an item of business or matter not listed on the agenda.
- 7.6 Notwithstanding Section 7.1, local boards and committees may establish their own order of business.

Awards/Recognitions

- 7.7 Individuals or groups who have been identified as deserving of an award or recognition by council will receive a certificate, township pin or other form of award or recognition at a meeting of council.

Presentations

- 7.8 Any individual or group making a presentation to council is limited to a maximum of fifteen (15) minutes for its address, unless an extension of no more than a further fifteen (15) minutes is approved by council with a show of hands.
- 7.9 The number of presentations will be limited to two (2) at any meeting.

Deputations

- 7.10 Any individual or group making a deputation to council shall be limited to a maximum of ten (10) minutes for its address, unless an extension of no more than a further five (5) minutes is approved by resolution of council.
- 7.11 The number of deputations shall be limited to three (3) at any meeting.
- 7.12 An individual or group who has already made a deputation on a subject shall not make another deputation within a 12 month period on the same subject unless there is new information to be provided or a new council is in place as a result of a municipal election unless council passes a motion in favour of having the individual or group make another deputation.

- 7.13 An individual or group may make a deputation on a particular subject to either council or committee but shall not be permitted to make a deputation to both council and committee on the same subject.
- 7.14 No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public or council and committee.
- 7.15 Members and staff shall only ask questions seeking information or clarification from the delegation with all questions addressed through the Chair.
- 7.16 When the subject matter of a deputation is such that a decision of council is requested, appropriate resolutions or direction to staff may be considered. When a deputation's request has a financial implication, council shall direct that a staff report be brought to a meeting.
- 7.17 Where Council is of the opinion that a report from staff is not necessary and there are no financial implications involved with the deputant's request, Council may move a motion to support the deputation's request.

Minutes

- 7.18 The Clerk may make minor deletions, additions or other changes to minutes before they are signed.
- 7.19 Minutes of meetings shall be taken without note or comment and shall contain the following information:
- a) The place, date and time of the meeting;
 - b) The name of the Chair and record of the attendance of the members;
 - c) Adoption of the minutes of previous meeting(s);
 - d) All other proceedings of the meeting.

By-laws

- 7.20 Every by-law when introduced shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any Act, and shall be complete with the exception of the number and date thereof.

- 7.21 Every by-law shall have three readings prior to being passed, and said readings may be held at the same meeting, and may be entertained in one, two or three separate motions.
- 7.22 All by-laws with the exception of the confirmation by-law shall be approved by one resolution, unless the by-law has been identified to be approved by resolution separately.
- 7.23 The Clerk may make minor deletions, additions or other changes to any by-law before it is signed and sealed.
- 7.24 A by-law shall be passed to confirm all actions taken by council at a meeting.

8. **MEETING LOCATION DATES AND TIMES**

Change of Date, Location or Time

- 8.1 Council or committee may, by resolution, alter the date, location and/or time of a meeting provided that notice of the change is posted at the municipal office, and on the municipal website.
- 8.2 In the event of extenuating circumstances or inclement weather, the date, place and time of any meeting may be postponed or changed by the Clerk, in consultation with the Mayor and/or CAO, by advising as many members as he/she is able to reach. Postponement shall not be for any longer than the next regularly scheduled Meeting of Council or Committee. Notice shall be provided to the public through established social media streams.

Location of Meetings

- 8.3 All meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth.
- 8.4 Meetings may be held at other locations within the township as deemed necessary from time to time shall be provided in accordance with notice provisions in this by-law.
- 8.5 In the case of a declared emergency, a meeting of council may be held at another location within or outside of the boundaries of the municipality and notice shall be provided in accordance with notice provisions in this by-law.

- 8.6 A meeting of council together with a council of one or more other municipalities for the consideration of matters of common interest, may be held within a municipality outside of Wellington North and notice shall be provided in accordance with notice provisions in this by-law.

Date and Time of Regular Meetings of Council

- 8.7 Council meetings shall be held twice monthly on Mondays in accordance with the posted and approved meeting schedule.
- 8.8 If a public or statutory holiday falls on the Monday designated for holding a council meeting, council will meet on the day set out in the posted meeting schedule as approved by Council.
- 8.9 The schedule of regular council meetings shall approved annually by Council on or before November and shall be posted on the municipal website.
- 8.10 The agenda, and supporting documentation for all council meetings will be posted on the municipal website no later than 12 noon on the Thursday prior to a 2:00 p.m. meeting date, and no later than 12 noon on the Friday prior to a 7:00 p.m. meeting date.
- 8.11 Notice of a closed session shall be published in the regular council agenda.
- 8.12 If a special meeting of council is called, notice shall be provided by posting on the Township's website a minimum 24 hours prior to the date of the meeting.
- 8.13 If a meeting is held as a result of a declared emergency, the notice provisions may be suspended.

9. SPECIAL MEETINGS OF COUNCIL

- 9.1 The Mayor may, at any time, call a special meeting of council within twenty-four (24) hours notice to the Clerk and members of council.
- 9.2 A special meeting of council may be called upon the petition of a majority of the members of council and the petition shall state the business to be considered at the special meeting and no business other than that stated in the petition shall be considered at such meeting.

9.3 The petition shall state the time and date of the special meeting, not less than twenty-four (24) hours from the date of the submission of the petition.

9.4 The Clerk shall provide notice of a special meeting of council or a re-scheduled meeting not less than twenty-four (24) hours before the appointed time of the meeting on the municipal website.

SUSPENSION OF RULES

9.5 With the exception of Section 3 of this by-law any procedure required by this by-law may be temporarily suspended on majority vote of members.

10. **REVIEW OF BY-LAW**

10.1 The Procedure By-law shall be reviewed once in each term of council.

11. **MATTERS NOT PROVIDED FOR IN PROCEDURE BY-LAW**

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

12. **REPEAL OF PREVIOUS PROCEDURE BY-LAW**

12.1 By-law Number 093-17 is hereby repealed.

**READ A FIRST, SECOND, THIRD TIME AND
FINALLY PASSED THIS 11th DAY OF MARCH, 2019**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 025-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
RECIPROCAL LICENSING ARRANGEMENT AND DELEGATION
AGREEMENT RELATING TO THE LICENSING OF ACCESSIBLE
TAXICABS, TAXICABS AND LIMOUSINES AND TO REPEAL
BY-LAW NO. 27-12**

WHEREAS the Township of Centre Wellington, the Township of Guelph/Eramosa, the Township of Mapleton, the Town of Minto, Township of Puslinch, the Township of Wellington North and the Town of Erin wish to delegate to the County of Wellington the power to provide for a system of licences.

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

1. The Mayor and Clerk are hereby authorized and directed to execute a Reciprocal Licensing Arrangement and Delegation Agreement Relating to the Licensing of Accessible Taxicabs, Taxicabs and Limousines between The Corporation of the County of Wellington, The Police Services Board for the County of Wellington, The Corporation of the Township of Centre Wellington, The Corporation of the Township of Guelph/Eramosa, The Corporation of the Township of Mapleton, The Corporation of the Town of Minto, The Corporation of the Township of Puslinch, The Corporation of the Township of Wellington North, The Corporation of the Town of Erin, in substantially the same form as that attached hereto as Schedule "A".
2. By-law No. 27-12 is hereby repealed in its entirety.
3. This by-law shall come into force and take effect upon its finally passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF MARCH, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**RECIPROCAL LICENSING ARRANGEMENT AND DELEGATION AGREEMENT
FOR LICENSING OF ACCESSIBLE TAXICABS, TAXICABS, LIMOUSINES
AND VEHICLES FOR HIRE**

THIS AGREEMENT made the day of , 2019.

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(hereinafter called the "County")

-and-

THE POLICE SERVICES BOARD FOR THE COUNTY OF WELLINGTON
(hereinafter called the "Board")

-and-

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON
(hereinafter called "Centre Wellington")

-and-

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
(hereinafter called "Guelph/Eramosa")

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
(hereinafter called "Mapleton")

-and-

THE CORPORATION OF THE TOWN OF MINTO
(hereinafter called "Minto")

-and-

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
(hereinafter called "Puslinch")

-and-

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called "Wellington North")

-and-

THE CORPORATION OF THE TOWN OF ERIN
(hereinafter called "Erin")

WHEREAS:

- A.** Section 151 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "Act"), provides that a municipality may provide for a system of licences with respect to a business;
- B.** Subsection 157(1) of the *Act* provides that, if a municipality and the police services board of the municipality agree to enforce a by-law providing for a system of licences with respect to a business on behalf of each other, the municipality or police services board, as the case may be, may designate one or more persons as officers to enforce the licensing by-laws;
- C.** Subsection 157(2) of the *Act* provides that a municipality may delegate to another municipality, with the consent of the other municipality, the power to provide for a system of licences with respect to a business specified in the by-law;

- D. The County has prepared a by-law to provide for the licensing, regulating, and governing of Accessible Taxicabs, Taxicabs, Limousines and Vehicles for Hire and its owners and drivers (the “By-law”) and the County will administer the By-Law;
- E. The County and the Board agree that the Board will enforce the By-law on behalf of the County and the Board wishes to designate the Detachment Commander of the Ontario Provincial Police Detachment for the County of Wellington as an officer to enforce the By-law; and
- F. Centre Wellington, Guelph/Eramosa, Mapleton, Minto, Puslinch, and Wellington North (the “Member Municipalities”) wish to delegate to the County the power to provide for a system of licences and administer the same with respect to Accessible Taxicabs, Taxicabs and Limousines, and the County consents to the same.

NOW THEREFORE, in consideration of the matters agreed to herein and in consideration of Two Dollars (\$2.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Member Municipalities hereby delegate to the County the power to provide for a system of licences and administer the same with respect to Accessible Taxicabs, Taxicabs , Limousines and Vehicles for Hire in accordance with the By-law attached hereto as Schedule “A”, or in accordance with a By-law in substantially the same form as that attached as Schedule “A” and the County consents to such delegation.
2. The County shall circulate any proposed amendments to the By-law to the Member Municipalities for their approval.
3. The County and the Board agree that the Board will enforce the By-law on behalf of the County and the Board designates the Detachment Commander of the Ontario Provincial Police Detachment for the County of Wellington as an officer to enforce the By-law.
4. This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject only to any limitations explicit in this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

THE CORPORATION OF THE COUNTY OF WELLINGTON

Per:

Warden

Clerk
We have authority to bind the Corporation

THE POLICE SERVICES BOARD FOR THE COUNTY OF WELLINGTON

Per:

[Name]

[Name]
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF CENTRE WELLINGTON**

Per:

Head of Council

Clerk
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF GUELPH-ERAMOSA**

Head of Council

Clerk
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF MINTO**

Per:

Head of Council

Clerk
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF ERIN**

Per:

Head of Council

Clerk
We have authority to bind the Corporation

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

Per:

Andrew Lennox, Mayor

Karren Wallace, Clerk
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF MAPLETON**

Head of Council

Clerk
We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF PUSLINCH**

Per:

Head of Council

Clerk
We have authority to bind the Corporation

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

BY-LAW NUMBER 026-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH THE MOUNT FOREST
FAMILY HEALTH TEAM EXERCISE ROOM PARTNERSHIP**

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

1. The Mayor and the Chief Administrative Official are authorized and directed to execute a Memorandum of Understanding with the Mount Forest Family Health Team in the form, or substantially the same form as advised by the municipal solicitor attached as Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF MARCH, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) dated the ____ day of February 2019.

BETWEEN:

Corporation of the Township of Wellington North (“Wellington North”)

- and -

Mount Forest Family Health Team (“MFFHT”)

collectively known as “the Parties”

WHEREAS:

1. The MFFHT and Wellington North have agreed to form a partnership for the purposes of promoting physical fitness, health and wellbeing through access to equipment at the Mount Forest and District Sports Complex, funded by the MFFHT;
2. The purpose of this Agreement is to clarify the operational, accountability, and financial relationship between the Parties with respect to the Exercise Room at the Mount Forest and District Sports Complex, funded by the MFFHT.

Now therefore in consideration of the mutual covenants and agreement hereinafter set forth, the Parties agree as follows:

SCHEDULE A

ARTICLE 1 - DEFINITIONS AND INTERPRETATION**1.1 Defined Terms**

- (1) In this MOU, the following capitalized terms wherever used have the following meanings:
- (a) **“Applicable Law”** means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgement, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation and, for the purpose of clarity, includes a policy or direction of the Ministry of Health and Long-Term Care of the Province of Ontario (or its successor);
 - (b) **“Business Day”** is any day between the hours of 8:30 to 4:30 Monday to Friday.
 - (c) **“Confidential Information”** means any and all material, data, information or any item in any form, including intellectual property rights, relating to, the business or management of any Party, except any information or data that:
 - (i) is or becomes publicly available through no fault of the other Party
 - (ii) is already in the rightful possession of the other Party prior to its receipt from the disclosing Party
 - (iii) is independently developed by the other Party
 - (iv) is rightfully obtained by the other Party from a third party without breach of any confidentiality restrictions
 - (d) **“Losses”** means any and all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other proceedings of any kind or nature, costs and expenses (including reasonable legal fees and disbursements)
 - (e) **“Parties”** means Wellington North and MFFHT and **“Party”** means one of them

ARTICLE 2 - SCOPE

SCHEDULE A

2.1 General Scope

- (1) Wellington North will provide a space for exercise equipment at the Mount Forest and District Sports Complex, available to the public from 8:00am – 8:00pm or during regular operating hours;
- (2) Wellington North will be responsible for the space, including the maintenance, accessibility and security of the Sports Complex and Exercise Room;
- (3) MFFHT will be responsible for the purchase of equipment and signage;
- (4) MFFHT will be responsible for the maintenance and replacement of equipment, ensuring it is inspected regularly and in good working condition;
- (5) This service will be offered to our community at no charge through the Wellington North and MFFHT partnership

2.2 Dispute Resolution Process

Interest-based dispute resolution principles shall be used to address and resolve conflicts. As a first step, the Parties directly involved will work to resolve the conflict using a non-mediated approach. If this does not resolve the conflict, the participating parties will be asked to help resolve the conflict. If the conflict involves the participating parties, the CEOs of the Partner Organizations will be asked to mediate the dispute. If unsuccessful a mutually agreeable third party will, as required, be asked to mediate the dispute. The third party shall be acceptable to both parties. The cost of a mediator will be divided equally between the parties.

2.3 Decision-making Process

Decisions shall be made by consensus. For the most part, if equipment requires maintenance, upgrades or repairs, the MFFHT will be responsible; if the room space requires maintenance, upgrades or repairs, Wellington North will be responsible.

2.4 Corporate identity and Branding

The corporate identity and branding standards of each organization will be adhered to in all communications, education, and marketing-related materials. This will be directed by the participating parties and operationally applied through the communications staff of the organizations.

ARTICLE 3 - TERM AND TERMINATION**3.1 Effectiveness of MOU**

This MOU shall come into force and effect on February _____, 2019.

SCHEDULE A

3.2 Expiration of MOU

This MOU shall end on March 31, 2024 unless terminated earlier pursuant to this Article 3 or, if applicable, renewed pursuant to Section 3.3

3.3 Renewal of the MOU

This MOU may be renewed by mutual agreement of the parties before the expiration of the agreement.

3.4 Termination for Convenience

Any Party, without prejudice to any other rights or remedies it may possess, may terminate this MOU for any reason by giving the other Parties a notice of termination for convenience at least 60 days prior to the effective date of termination.

3.5 Termination

(1) A Party, without prejudice to any other rights or remedies it may possess may terminate the MOU, in whole but not in part, on the occurrence of any of the following circumstances:

(a) If another Party,

(i) becomes insolvent or is unable to pay its debts;

(ii) enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country;

(iii) has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement;

(iv) has abandoned the MOU;

(v) is in material breach or default of any material provision or material obligation of this MOU; or

(vi) uses or expends any monies or Funding for any purpose other than those set out in this MOU as authorized by the Parties.

SCHEDULE A

ARTICLE 4 – RESPONSIBILITIES

4.1 Wellington North will provide a room for the MFFHT at the Mount Forest and District Sports Complex and will be responsible for the room maintenance, upgrades or repairs including security.

MFFHT will be responsible for the purchase, maintenance, upgrades and repairs for equipment located within the exercise room at the Mount Forest and District Sports Complex.

ARTICLE 5 - CONFIDENTIALITY AND PRIVACY**5.1 No Disclosure of Confidential Information**

(1) Except as expressly set out in this MOU, no Party shall use, disclose, or permit any person to obtain any Confidential Information, in written, tangible or other form, learned from or provided by the other Party, whether directly or indirectly, without the prior consent of the other Party. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated for in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.

5.2 Permitted Disclosures

- (1) The Parties agree that, the Parties may disclose the name and address of other Parties to the public.
- (2) MFFHT may disclose to the Government of Ontario any information with respect to this MOU.
- (3) The Parties may disclose any information with respect to this MOU as required by the Applicable Law.

ARTICLE 6 - INDEMNITIES, LIMITATION OF LIABILITY AND INSURANCE**6.1 Indemnification**

Each Party hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Party or the Party's Personnel and Volunteers, in the course of the

SCHEDULE A

performance of the Party's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or willful misconduct of any Indemnified Parties.

6.2 Insurance

- (1) MFFHT shall maintain in full force and effect during the term of this MOU, at its own expense, a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of MFFHT under this MOU.
- (2) MFFHT will also ensure that all employees, consultants, subcontractors or agents performing tasks in connection with this MOU are covered by the Provider's insurance policy or have their own appropriate and equivalent malpractice liability insurance.
- (3) That the MFFHT will provide Wellington North with certificate of insurance of not less than \$5,000,000.00 showing the township as a co-insured.

6.3 Indirect Damages

- (1) In no event shall the measure of damages payable by any Party include, nor will any Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages, including damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to this MOU, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

ARTICLE 7 - GENERAL MATTERS

7.1 Notices and Consents

- (1) Any notice, consent, approval, determination, demand or other communication required or permitted to be given or made under this MOU ("**Notice**") by any Party shall be in writing and shall be,
 - (a) delivered in person on a Business Day;
 - (b) sent by prepaid courier service; or
 - (c) sent prepaid by e-mail or facsimile transmission or other similar means of electronic communication, which produces a paper record ("**Electronic Transmission**"), during a Business Day and sent subsequently by prepaid first-class mail as confirmation,

and sent to the applicable address and identifying the person designated to receive Notices as set out in this Section 8.1.

SCHEDULE A

(2) Each Notice shall be addressed as follows:

(a) in the case of MFFHT, to:
Suzanne Trivers, Executive Director
Mount Forest FHT
225 Dublin Street,
Mount Forest, ON, NOG 2L3
Fax: 519-323-2113

(b) in the case of Wellington North, to:
Michael Givens, Chief Administrative Officer
Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON NOG 2E0
Fax: 519-848-3228

(3) Each Notice sent in accordance with this Section 8.1 shall be deemed to have been received,
(a) on the day it was delivered if delivered in person or by prepaid courier service; or

(b) on the day that it was sent by Electronic Transmission, or at the start of business on the first Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day.

(4) Any Party may, from time to time, change its address for Notice by giving Notice to the other Parties as provided in this Section 8.1.

7.2 Waiver/No Election

(1) A waiver by a Party of any default, breach or non-compliance under this MOU is not effective unless it is in writing, dated, and signed by the Party making such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this MOU shall not operate as a waiver of that Party's rights under this MOU in respect to any continuing or subsequent default, breach or non-observance, whether of the same or any other nature.

(2) Resort to any remedy referred to in this MOU or the exercise of any option in this MOU shall not be construed as an election of remedies or a waiver of any other rights and remedies to which the Party is or may be entitled at law, in equity or otherwise, under this MOU against the Party in breach. The rights of termination shall be cumulative and in addition to, and not in substitution for, any and all rights or remedies available to the non-defaulting Party against the defaulting Party.

SCHEDULE A

7.3 Governing Law

- (1) This MOU shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

7.4 Attornment to Ontario Courts

- (1) Each Party agrees that, any action or proceeding relating to this MOU shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court; it irrevocably waives any right to, and will not, oppose any Ontario action or proceeding relating to this MOU on any jurisdictional basis, including forum non conveniens; and it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 8.4.

7.5 Force Majeure

- (1) For the purposes of this MOU, “Force Majeure” means an event that is,
- (a) beyond the reasonable control of a Party; and
 - (b) makes a Party’s performance of its obligations under the MOU impossible or so impractical as reasonably to be considered impossible in the circumstances.
- (2) Force Majeure includes,
- (a) war, riots and civil disorder;
 - (b) storm, flood, earthquake or other severely adverse weather conditions;
 - (c) confiscation, expropriation or other similar action by a government body; and
 - (d) strikes, lockouts or similar labour actions, provided they are not caused by *the Provider’s* unreasonable actions,

if such events meet the test set out in Section 8.5(1).

- (3) Force Majeure shall not include,
- (a) any event that is caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to,
 - (i) take into account at the time of the execution of this MOU; and

SCHEDULE A

- (ii) avoid or overcome in the carrying out of its obligations under the MOU.
- (4) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (5) The failure of a Party to fulfill any of its obligations under the MOU shall not be considered to be a breach of, or default under, this MOU to the extent that such failure to fulfill the MOU obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this MOU.
- (6) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under the MOU with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (7) If the event of Force Majeure exists for a period of more than 90 days, any Party may terminate the MOU immediately (without notice).

7.6 Assignment

No Party shall assign or transfer this MOU, or any of its rights or obligations under this MOU, in whole or in part, without the prior consent of the Parties, which consent shall not be unreasonably withheld.

7.7 Further Assurances

The Parties shall promptly do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all such further assurances, instruments and documents and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this MOU.

7.8 Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The Parties may execute the counterparts in either original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties but any Party providing its signature by fax shall promptly forward to the other Party an original of the signed copy of this MOU that was faxed.

SCHEDULE A

7.9 Inurement

This MOU shall inure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

7.10 Severability

Each of the provisions contained in this MOU is distinct and severable and a declaration of invalidity or unenforceability of any provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this MOU.

7.11 Acknowledgement

Each Party hereby acknowledges having,
(a) read this MOU before signing it;
(b) the authority to sign this MOU; and
(c) received a copy of this MOU.

IN WITNESS whereof the parties have executed this MOU by their duly authorized signing officers as of the date first set forth above.

Corporation of the Township of Wellington North

Michael Givens
Chief Administrative Officer

Date

Andrew Lennox
Mayor

Date

Mount Forest Family Health Team

Suzanne Trivers
Executive Director

Date

John Thomson
President

Date

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

BY-LAW NUMBER 027-19

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT PT LT 71 CON 3 EGREMONT (TOWN OF MOUNT FOREST) - PT 2 60R2149 EXCEPT PTS 1-4 61R8448 & PTS 1-4 61R10872 ; WELLINGTON NORTH BEING: Parts 1, 2, 3 and 4 Plan 61R-21304 (Reeves)

WHEREAS Peter Norman Reeves and Mary Charlotte Reeves are the owners of the following lands:

PT LT 71 CON 3 EGREMONT (TOWN OF MOUNT FOREST) - PT 2 60R2149 EXCEPT PTS 1-4 61R8448 & PTS 1-4 61R10872 ; WELLINGTON NORTH Being: Parts 1, 2, 3 and 4 Plan 61R-21304

AND WHEREAS the Owners have applied to the County of Wellington Planning and Land Division Committee (herein called the Committee) for consents to sever lands pursuant to Section 53 of the Planning Act into ten residential lots for immediate development (herein called the Development Lands) pursuant to Consent Applications B62-17, B63-17, B64-17 and B65-17.

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

1. The Mayor and the Chief Administrative Official are authorized and directed to execute a Development Agreement with the Owners in the form, or substantially the same form as advised by the municipal solicitor attached as Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF MARCH, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 11th day of March, 2019.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

PETER NORMAN REEVES

- and -

MARY CHARLOTTE REEVES

WHEREAS:

- A. Peter Norman Reeves and Mary Charlotte Reeves are the owners as joint tenants (hereinafter the “Owner”) of the lands described in Schedule “A” (the “lands”);
- B. The Township is the owner of the street upon which the lands front described in Schedule “B” (“Wellington Street East”);
- C. The County of Wellington Planning and Land Division Committee has approved the severance of the lands into four (4) residential lots (the “Development Lands”) subject to the conditions of approval as attached at Schedule “C” (the “Consent Approval”);
- D. The Consent Approval requires the Owner to enter into an agreement with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”)

NOW THEREFORE in consideration of the premises and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **Building Permits.** In consideration of the Township issuing a building permit to the owner, the Owner covenants and agrees not to apply for an occupancy permit for the Development Lands until all of the requirements under paragraphs 2, 3, 6 and 9 of this Agreement have been carried out to the satisfaction of the Township. Additionally, the Owner will consult with the SVCA regarding minimum finished building grade and basement elevations for any building on Lot B65/17 and submit a copy of SVCA's written comments to the Township's Building Department at the time of the building permit application.
2. **Construction of the Works.** The Owner covenants and agrees to construct and improve that portion of Wellington Street East including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule "D" (the "Works"), in accordance with the engineer's drawings and to the standard and satisfaction of the Township.
3. **Deeding of Land.** The Owner covenants and agrees to transfer and deed free and clear of any and all encumbrances for nominal consideration to the Township a 15.0m x 20.3m triangular block adjacent to the triple barrel road culvert crossing being Part 5 Plan 61R-21304, such transfer shall be to the satisfaction of the Township solicitor and shall be completed fifteen days from the date of this agreement or such other date as the parties may agree.
4. **Obligation to Grade and Maintain Grading on the Development Lands.** The Owner shall submit an engineer's design for the grading of the Development Lands and the perimeter of the severances on the retained lands to the satisfaction of and for the approval by the Township (the "Approved Grading Plans").
5. The Owner shall construct the development and grade the Development Lands pursuant to the Approved Grading Plans. The Owner and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the Approved Grading Plans by the construction, erection or placement thereon of any damming device, building, structure or other means. The Owner and all subsequent owners of the lands shall maintain the grading of each lot of the Development Lands in accordance with the Approved Grading Plans. The Township may direct the Owner or subsequent owner to remedy any default in compliance with this paragraph failing which the Township may remedy such default at the Owner or subsequent owner's expense, the cost of which may be added to the tax roll and collected in the same manner as taxes.
6. **Engineering Inspection.** During construction and installation of the Works, the Owner shall have on-site engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer's plans.
7. **Security.** Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker's draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered satisfactory to the Township, to guarantee all the provisions of

this Agreement pertaining to the Works (the "Security Deposit"). The Security Deposit shall be equivalent to 100% of the Opinion of Probable Cost Schedule E.

8. Upon achieving substantial completion of the Works within the Wellington Street East Road Allowance, including low pressure sanitary main with flushing connection, low pressure sanitary services, water services, storm sewer with insulation, rip rap, storm services, stripping asphalt, raising road profile, adjust catch basins, gravel road platform widening, new base lift of asphalt, and all other road and boulevard reinstatement work, the Owner may submit in writing to the Township an application for a reduction of the securities amount. Said application must be accompanied by a certification letter from the Owner's Engineer, that confirms the completed Works have been constructed in accordance to the approved drawings (Schedule "D") and the Township of Wellington North's Municipal Servicing Standards, along with the Owner's submission of a Statutory Declaration of Accounts Paid in a format that is acceptable to the Township. Within 20 days of the request, the Township Engineer shall examine the constructed Works and issue to the Township a letter of recommendation regarding securities reductions. The value of the reduction shall be established by the Township Engineer based on Schedule "E" and based on the value of the Works remaining to be completed by the Owner plus ten percent (10%) of the value of the Works completed to the date of the application. At no time shall the securities value be less than \$30,000 throughout the maintenance period. No further reductions will be permitted until the maintenance period has expired and all deficiencies rectified by the Owner in accordance with paragraphs 10 & 11 below.
9. The Security Deposit shall be kept in full force and effect, except for any securities reduction amount approved in accordance to paragraph 7, until such time as the Owner's engineer confirms and the Township accepts that:
 - (i) the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in paragraph 11 below;
 - (ii) the Owner has completed the grading as described in paragraph 1 above; and
 - (iii) the Owner has performed all of its obligations under this Agreement.
10. **Maintenance Period.** Subject to paragraph 11 below, the Owner guarantees the performance of the Works for a period of two (2) years after the completion of the Works (the "maintenance period").
11. Upon expiry of the maintenance period, the Owner's engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township Engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice.
12. **As-Constructed Drawings.** Within six (6) months from the completion of the Works and the Approved Grading Plans, in order to maintain all records of construction and to advise the Township Engineer of all construction changes and to provide final "as

constructed” drawings. Electronic (AutoCAD Release 2014 or later and Adobe Acrobat pdf) and hard copies of the “as constructed” drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance (refer to current Township Municipal Servicing Standards for current drawing submission requirements);

13. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 2, 3, 4, 1, 1, 9, 9 and 10 have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township’s own engineering costs relating to approvals required from the Township under this Agreement.
14. **Local Services.** The Owner acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 53 of the Planning Act and these are local services pursuant to subsection 59 (2) of the Development Charges Act, 1997 installed by or paid for by the Owner.
15. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of the Township passed under the Development Charges Act, 1997 with respect to the development of the Development Lands.
16. **MECP Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement of any of the Works and obligations requiring such permit or certificate.
17. **Insurance.** The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township’s consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Proof of insurance shall be provided on an annual basis. The policy shall specify that it cannot be altered,

cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

18. **Registration of Agreement.** This Agreement shall be registered against the lands prior to the issuance by the Township of a clearance letter to the Wellington County Land Division Committee of the severance conditions for the Consent Approval.
19. **Construction Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon Wellington Street East or any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
20. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
21. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.
22. **Enforcement.** The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
23. **Development Lands.** It is agreed and understood that the Owner intends to develop the Development Lands such development will be facilitated by the construction of the Works. Prior to such development, the Owner may be required to enter into other agreements with the Township in accordance with its normal policies and applicable laws for land development.
24. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDY LENNOX - Mayor

MICHAEL GIVENS, CAO

We have authority to bind the corporation.

Witness
Name:)

PETER NORMAN REEVES

Witness
Name:)

MARY CHARLOTTE REEVES

Schedule "A"
DESCRIPTION OF THE LANDS

Part of:

PT LT 71 CON 3 EGREMONT (TOWN OF MOUNT FOREST) - PT 2 60R2149
EXCEPT PTS 1-4 61R8448 & PTS 1-4 61R10872 ; WELLINGTON NORTH

Being: Parts 1, 2, 3 and 4 Plan 61R-21304

Schedule "B"
DESCRIPTION OF WELLINGTON STREET EAST

PT LT 71 CON 3 EGREMONT (NOW TOWN OF MOUNT FOREST) AS IN CN2407;
AKA WELLINGTON ST; WELLINGTON NORTH

PIN 71074-0007

COPY OF THE CONSENT APPROVAL

PAGE 1 of 2

COUNTY of WELLINGTON PLANNING & LAND DIVISION COMMITTEE
Wellington County Administration Centre
74 Woolwich Street Guelph, Ontario N1H 3T9

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B62/17

APPLICANT:

Peter & Mary Reeves
102 London Rd
Mount Forest ON N0G 2L2

LOCATION of SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
Part Lot 71
Concession 3

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by Peter & Mary Reeves pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use, being Part of Lot 71, Concession 3, (Egremont) Town of Mount Forest, now Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF TEN CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan; and, further, that the proposal represents compatible development and good planning.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There were no submissions made to the Planning and Land Division Committee or oral submissions made at the Public Meeting in support or opposition to the proposed consent.

FINAL CONSENT IS DEEMED TO BE GIVEN when the Secretary-Treasurer of the Planning and Land Division Committee has received written proof that all of the conditions of approval have been fulfilled within the prescribed period of time.

THE PLANNING AND LAND DIVISION COMMITTEE ADVISES THE APPLICANT that all of the conditions of approval for this provisional consent must be fulfilled within a period of one year after written notice of this decision was given or consent shall be deemed to be refused. In the event of an appeal to the Ontario Municipal Board, the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of one year from the date of the order or date of the notice of the Ontario Municipal Board issued in respect of the appeal.

CONDITIONS OF APPROVAL TO BE FULFILLED NO LATER THAN 4:00 p.m. JULY 27, 2018:

- 1) **THAT** the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
- 2) **THAT** the Solicitor for the Owner give an undertaking in writing to provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee within 30 days of the date of registration in the Land Registry/Land Titles Office for Wellington (No. 61) a copy of the receipted and registered electronic transfer document including the Form 2 Certificate for Consent B62/17.
- 3) **THAT** the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
- 4) **THAT** the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor **shall provide a full print of that deposited reference plan(s)** to the secretary-treasurer of the Planning and Land Division Committee.
- 5) **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990; and that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 6) **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$125.00 for Township Clearance Letter of conditions – or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North 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 Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 7) **THAT** the lots be subject to a Development Agreement that will address municipal sanitary, storm water and roadway requirements to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 8) **THAT** any development of the lots conform to the Municipal Servicing Standards; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 9) **THAT** the retained parcel is rezoned to establish a residential density in conformity with the Official Plan (Section 4.4.4) to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

10) THAT the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation and condition is cleared by the County of Wellington Planning Department; and further that the County of Wellington Planning Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.


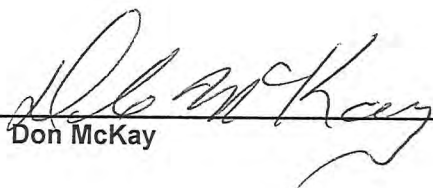
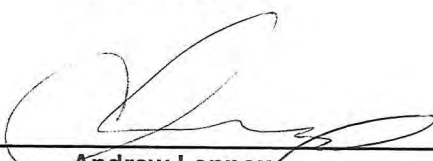

..... End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON APPLICATION B 62/17, continued:

PLEASE BE ADVISED:

1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

WE, the undersigned

 _____ Shawn Watters	 _____ Don McKay
 _____ Andrew Lennox	<u>absent</u> _____ Allan Ails
 _____ Dennis Lever	

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON July 20, 2017

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:00 p.m. ON AUGUST 15, 2017

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: July 26, 2017

SIGNED: Dubois Turlet

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B63/17

APPLICANT:

Peter & Mary Reeves
 102 London Rd
 Mount Forest ON N0G 2L2

LOCATION of SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
 Part Lot 71
 Concession 3

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by Peter & Mary Reeves pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use, being Part of Lot 71, Concession 3 (Egremont) Town of Mount Forest, now Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF TEN CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan; and, further, that the proposal represents compatible development and good planning.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There were no submissions made to the Planning and Land Division Committee or oral submissions made at the Public Meeting in support or opposition to the proposed consent.

FINAL CONSENT IS DEEMED TO BE GIVEN when the Secretary-Treasurer of the Planning and Land Division Committee has received written proof that all of the conditions of approval have been fulfilled within the prescribed period of time.

THE PLANNING AND LAND DIVISION COMMITTEE ADVISES THE APPLICANT that all of the conditions of approval for this provisional consent must be fulfilled within a period of one year after written notice of this decision was given or consent shall be deemed to be refused. In the event of an appeal to the Ontario Municipal Board, the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of one year from the date of the order or date of the notice of the Ontario Municipal Board issued in respect of the appeal.

CONDITIONS OF APPROVAL TO BE FULFILLED NO LATER THAN 4:00 p.m. JULY 27, 2018:

- 1) **THAT** the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
- 2) **THAT** the Solicitor for the Owner give an undertaking in writing to provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee within 30 days of the date of registration in the Land Registry/Land Titles Office for Wellington (No. 61) a copy of the receipted and registered electronic transfer document including the Form 2 Certificate for Consent B63/17.
- 3) **THAT** the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
- 4) **THAT** the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor **shall provide a full print of that deposited reference plan(s)** to the secretary-treasurer of the Planning and Land Division Committee.
- 5) **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990; and that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 6) **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$125.00 for Township Clearance Letter of conditions – or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North 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 Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 7) **THAT** the lots be subject to a Development Agreement that will address municipal sanitary, storm water and roadway requirements to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 8) **THAT** any development of the lots conform to the Municipal Servicing Standards; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 9) **THAT** the retained parcel is rezoned to establish a residential density in conformity with the Official Plan (Section 4.4.4) to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

10) THAT the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation and condition is cleared by the County of Wellington Planning Department; and further that the County of Wellington Planning Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

..... End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON APPLICATION B 63/17, continued:

PLEASE BE ADVISED:

1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

WE, the undersigned



Shawn Watters



Don McKay



Andrew Lennox

absent
Allan Ails


Dennis Lever

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON July 20, 2017

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:00 p.m. ON AUGUST 15, 2017

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: July 26, 2017

SIGNED: D. Robert Turlet

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B64/17

APPLICANT:Peter & Mary Reeves
102 London Rd
Mount Forest ON N0G 2L2LOCATION of SUBJECT LANDS:WELLINGTON NORTH (Mount Forest)
Part Lot 71
Concession 3

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by Peter & Mary Reeves pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use, being Part of Lot 71, Concession 3 (Egremont) Town of Mount Forest, now Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF TEN CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan; and, further, that the proposal represents compatible development and good planning.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There were no submissions made to the Planning and Land Division Committee or oral submissions made at the Public Meeting in support or opposition to the proposed consent.

FINAL CONSENT IS DEEMED TO BE GIVEN when the Secretary-Treasurer of the Planning and Land Division Committee has received written proof that all of the conditions of approval have been fulfilled within the prescribed period of time.

THE PLANNING AND LAND DIVISION COMMITTEE ADVISES THE APPLICANT that all of the conditions of approval for this provisional consent must be fulfilled within a period of one year after written notice of this decision was given or consent shall be deemed to be refused. In the event of an appeal to the Ontario Municipal Board, the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of one year from the date of the order or date of the notice of the Ontario Municipal Board issued in respect of the appeal.

CONDITIONS OF APPROVAL TO BE FULFILLED NO LATER THAN 4:00 p.m. JULY 27, 2018:

- 1) **THAT** the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
- 2) **THAT** the Solicitor for the Owner give an undertaking in writing to provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee within 30 days of the date of registration in the Land Registry/Land Titles Office for Wellington (No. 61) a copy of the receipted and registered electronic transfer document including the Form 2 Certificate for Consent B64/17.
- 3) **THAT** the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
- 4) **THAT** the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor **shall provide a full print of that deposited reference plan(s)** to the secretary-treasurer of the Planning and Land Division Committee.
- 5) **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990; and that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 6) **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$125.00 for Township Clearance Letter of conditions – or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North 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 Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
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- 9) **THAT** the retained parcel is rezoned to establish a residential density in conformity with the Official Plan (Section 4.4.4) to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

10) THAT the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation and condition is cleared by the County of Wellington Planning Department; and further that the County of Wellington Planning Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

..... End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON APPLICATION B 64/17, continued:

PLEASE BE ADVISED:

1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

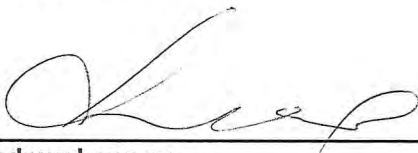
WE, the undersigned



Shawn Watters



Don McKay



Andrew Lennox

absent

Allan Aills



Dennis Lever

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON July 20, 2017

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:00 p.m. ON AUGUST 15, 2017

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: July 26, 2017

SIGNED: Deborah Turkel

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B65/17

APPLICANT:

Peter & Mary Reeves
 102 London Rd
 Mount Forest ON N0G 2L2

LOCATION of SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
 Part Lot 71
 Concession 3

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by Peter & Mary Reeves pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use, being Part of Lot 71, Concession 3 (Egremont) Town of Mount Forest, Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF TEN CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan; and, further, that the proposal represents compatible development and good planning.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There were no submissions made to the Planning and Land Division Committee or oral submissions made at the Public Meeting in support or opposition to the proposed consent.

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- 3) **THAT** the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
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- 7) **THAT** the lots be subject to a Development Agreement that will address municipal sanitary, storm water and roadway requirements to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 8) **THAT** any development of the lots conform to the Municipal Servicing Standards; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 9) **THAT** the retained parcel is rezoned to establish a residential density in conformity with the Official Plan (Section 4.4.4) to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

10) THAT the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation and condition is cleared by the County of Wellington Planning Department; and further that the County of Wellington Planning Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

..... **End of Conditions of Approval; see next page for signatures, dates and other information**

NOTICE OF DECISION ON APPLICATION B 65/17, continued:

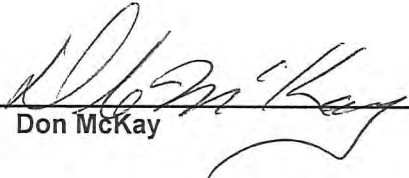
PLEASE BE ADVISED:

- 1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
- 2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
- 3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

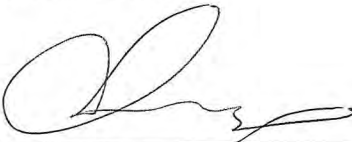
WE, the undersigned



Shawn Watters



Don McKay



Andrew Lennox

absent

Allan Ails



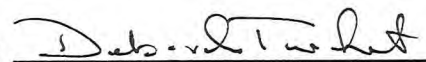
Dennis Lever

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON July 20, 2017

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:00 p.m. ON AUGUST 15, 2017

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: July 26, 2017

SIGNED: 

Schedule “D”
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED

The Works shall be constructed in accordance with the letter by B.M. Ross and Associates Limited (the “Township Engineer”) dated October 27, 2018 and plans approved by the Township Engineer.

“Proposed Residential Development” Plan & Profile Drawing 1 of 2 entitled “Wellington Street” for “Peter and Mary Reeves”, Wilson-Ford Surveying & Engineering, Project No. 8728, Rev. 5, 23 Oct 2018.

“Proposed Residential Development” details and specifications Drawing 2 of 2 entitled “Wellington Street” for “Peter and Mary Reeves”, Wilson-Ford Surveying & Engineering, Project No. 8728, Rev. 2, 20 JI 2018.

“Township of Wellington North (Mount Forest), Wellington Street, Plan and Profile of Proposed Sanitary and Storm Sewer, From Sta. 1+180 to Sta. 1+310”, B. M. Ross and Associates Limited, Project No. 07014, Rev. 4, Mar. 22, 2017.

“Township of Wellington North, Wellington Street, East of London Road (Mount Forest), Low Pressure Sanitary Sewage Collection System, Design Brief, File No. 07014”, B. M. Ross and Associates Limited, March 22, 2017.

Schedule "E"
PROBABLE COST OF THE WORKS

Date: July 17, 2018

PROBABLE COST OF THE WORKS

18054 - Peter & Mary Reeves
Wellington Street East Severances (Mount Forest, Township of Wellington North) Consents B62/17, B63/17, B64/17 & B65/17

Opinion of Probable Cost (for securities purposes only)

Road Work

Item	Quantity	Unit	Unit Price	Amount
Water	60	cu.m	\$10.00	\$600.00
Calcium	0.9	t	\$1,100.00	\$990.00
Granular "A" (150mm)	580	t	\$17.00	\$9,860.00
Granular "B" - Fill	300	t	\$11.50	\$3,450.00
Hot mix HL4 (50mm)	110	t	\$105.00	\$11,550.00
Full depth asphalt removal	540	sq.m.	\$4.00	\$2,160.00
Road restoration	1210	sq.m.	\$2.50	\$3,025.00
Adjust ex. MH & CB	2	ea.	\$600.00	\$1,200.00
Topsoil - screened	1065	sq.m.	\$10.00	\$10,650.00
Sod	770	sq.m.	\$6.00	\$4,620.00
Seed and mulch	295	sq.m.	\$6.00	\$1,770.00
Subtotal				\$49,875.00

Storm Sewer

Item	Quantity	Unit	Unit Price	Amount
300 mm dia. pipe sewer, including gravel restoration	85	m	\$200.00	\$17,000.00
insulation	85	m	\$30.00	\$2,550.00
100 mm dia. storm services (PDCs)	22	m	\$150.00	\$3,300.00
PDC cleanouts	4	ea.	\$250.00	\$1,000.00
Rip-rap c/w geotextile underlay	10	sq.m.	\$80.00	\$800.00
Subtotal				\$24,650.00

Sanitary Sewer (in boulevard)

Item	Quantity	Unit	Unit Price	Amount
32 mm dia. low pressure main	52	m	\$125.00	\$6,500.00
50 mm dia. low pressure main	28	m	\$135.00	\$3,780.00
32 mm dia. curb stops	4	ea.	\$500.00	\$2,000.00
32 mm dia. flushing connection - relocate	1	ea.	\$250.00	\$250.00
Subtotal				\$12,530.00

Watermain (across existing road)

Item	Quantity	Unit	Unit Price	Amount
19 mm dia. service tubing - including road crossing restoration	54	m	\$225.00	\$12,150.00
19 mm dia. saddles	4	ea.	\$230.00	\$920.00
19 mm dia. main cock	4	ea.	\$225.00	\$900.00
19 mm dia. curb stop	4	ea.	\$355.00	\$1,420.00
Subtotal				\$15,390.00

Miscellaneous

Item	Quantity	Unit	Unit Price	Amount
Traffic control	1	L.S.	\$2,000.00	\$2,000.00
Subtotal				\$2,000.00

Summary

Road	\$49,875.00
Storm Sewer	\$24,650.00
Sanitary Sewer	\$12,530.00
Watermain	\$15,390.00
Miscellaneous	\$2,000.00
Subtotal	\$104,445.00
Lump sum to cover all other requirements (2.0%)	\$2,088.90
Subtotal	\$106,533.90
Bonding and Insurance (3%)	\$3,196.02
Subtotal	\$109,729.92
Contingency (5%)	\$5,486.50
Total Construction	\$115,216.42

Engineering

Construction review and contract administration (10%)	\$11,521.64
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Total Construction and Engineering

Total (before taxes)	\$126,738.06
H.S.T. (13%)	\$16,475.95
Total (with full HST)	\$143,214.01
Less rebatable HST if a Municipal project (11.24%)	\$14,245.36
Total (With net H.S.T.)	\$128,968.65

Rounded \$129,000.00

Development Frontage (m)

B62/17	21
B63/17	21
B64/17	21
B65/17	<u>39.289</u>
Total	102.289

Notes:

1. Assuming Type II soil.
2. Above assumes Reeves will strip all existing asphalt and do grade raise and reinstall 6.7m wide paved surface
3. Assumed full 10m wide granulars, from the east side of the #524 driveway to east limit of construction with 6.7m wide HL4.
4. Reeves to complete all work necessary for the grade raise and boulevard filling/restoration in lieu of making any contribution towards future possible street urbanization (e.g. subdrain on north side; C&G; sidewalk).
5. Above based on tender unit prices for a road reconstruction project (i.e. full block); some adjusted due to small quantities.
6. Above excludes driveways and trees - responsibility of Builders
7. Engineering percentage used is 10% since design drawings are complete.
8. All work within the severances are extra.
9. Prices assume no utility or other conflicts.
10. Due to petroleum price fluctuations, A/C prices could be substantially higher by time of construction, resulting in higher asphalt unit prices than used above.
11. Higher unit price for water services due to cost for connecting to an existing watermain, gravel road base reinstatement.



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

Our Cultural Moment this month celebrates The Township of Wellington North

The Corporation of the Township of Wellington North was formed by the amalgamation of the Township of Arthur, Village of Arthur, the Town of Mount Forest and the Township of West Luther, effective January 1st, 1999. The Incorporated Municipality was named the Township of Wellington North in April 1999.

The former **Township of Arthur** and former **Village of Arthur** was named after Arthur Wellesley, the Duke of Wellington, the English general who was responsible for the fall of Napoleon. Provincial Land Surveyor John McDonald surveyed it in 1841-42. The Government laid out the Owen Sound Road (O.S.R.) from the Township of Nichol to Owen Sound. The land along the O.S.R. was surveyed into 50-acre lots. Once the land was surveyed, development was fast. Settlers came from Ireland mostly, but also from Scotland and England and the establishment of saw and gristmills sparked growth in the community. The first post office was established in Kenilworth in 1848 and later that year one was opened in Arthur. Schools were first established in 1849 and in 1851, a post office was opened. The first Catholic Church was a log building built in 1852 near Kenilworth. Hotels were needed for the traveling public providing food, rest and entertainment. By 1871, there were 15 hotels between the Village of Arthur and Mount Forest. The first record of the township is in the minutes of a council meeting held in the courtroom of Arthur on January 21, 1850.

The former **Town of Mount Forest** was originally known as Maitland Hills because it was believed that the Saugeen River was the Maitland River. The name was later changed to Mount Forest in 1853. Francis Kerr surveyed the Village into village lots in 1853. The first public school was built in 1856 and by 1864, the population of Mount Forest had reached 1185 and qualified as a Village. By 1879 Mount Forest had reached Town status. The first issue of the Mount Forest Confederate was printed in 1867 and for the first year, the newspaper was sent to village residents free of charge. The 1871 directory stated that Mount Forest had 10 hotels, 8 churches and 18 stores and later that year, the first train entered Mount Forest, drawn by a wood-burning engine.

The former **Township of West Luther** was originally in the possession of the Mississauga Indians but became part of a tract of land signed over by them to the government in 1818. In 1854, George McPhillips surveyed the land and at the same time he was surveying Melancthon Township. Progress in the Township was very slow as the land was almost completely covered with timber and swamps. In the early 1870s, during a dry summer, fires broke out which burnt off the muck and leveled most of the timber, which improved development. The township developed rapidly once the Toronto; Grey & Bruce Railway was built in 1871. As the Grand River runs through the whole length of East Luther they needed many bridges, unlike West Luther who needed roads badly. For a long time, the people of East Luther were able to elect a majority in Council and money was spent on building bridges that caused problems that eventually led to the separation of the township. In 1879, the West elected a majority and quickly prepared a bill to separate the township. In 1881, the Ontario Legislature passed a bill dividing Luther Township into separate townships, West and East Luther.

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

BY-LAW NUMBER 028-19

**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
MARCH 11, 2019**

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 March 11, 2019 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 11TH DAY OF MARCH, 2019.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**