

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL - MAY 19, 2020 @ 7:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION (via telephone conference call)
REGULAR MEETING OF COUNCIL
VIA WEB CONFERENCING**

HOW TO JOIN

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/84869227214>

Or join by phone:

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Webinar ID: 848 6922 7214

International numbers available: <https://us02web.zoom.us/j/84869227214>

**PAGE
NUMBER**

CALLING TO ORDER – Mayor Lennox

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the May 19, 2020 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Regular Meeting of Council, May 4, 2020 001

Recommendation:

THAT the minutes of the Regular Meeting of Council held on May 4, 2020 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Mount Forest District Chamber of Commerce Meeting, April 14, 2020 010

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce Meeting held on April 14, 2020.

- b. Mount Forest District Chamber of Commerce Financial Statements, April 30, 2020 015

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest District Chamber of Commerce Financial Statements as at April 30, 2020

- c. Saugeen Valley Conservation Authority Special Meeting, April 2, 2020 020

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Special Meeting held on April 2, 2020.

- d. Saugeen Valley Conservation Authority Meeting, April 2, 2020 023

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Meeting held on April 2, 2020.

- e. Wellington North Cultural Roundtable, May 12, 2020 029

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable Meeting held on May 12, 2020.

2. PLANNING

- a. County of Wellington Committee Report, dated April 16, 2020, County Official Plan Review – Communications and Engagement Guide 031

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the County of Wellington Committee Report, dated April 16, 2020, county Official Plan Review – Communications and Engagement Guide.

- b. Report DC 2020-013, regarding the final approval of the Maple Lane Farm Service Inc. – Site Plan Agreement, 9545 Concession 6 North, Mount Forest 045

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive Report DC 2020-013, regarding the final approval of the Maple Lane Farm Service Inc. – Site Plan Agreement, 9545 Concession 6 North, Mount Forest

3. BUILDING

- a. Report CBO 2020-06 Building Permit Review Period Ending April 30th, 2020 054

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive Report CBO 2020-06 Building Permit Review for the period ending April 30, 2020.

4. FINANCE

- a. Cheque Distribution Report May 13, 2020 056

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated May 13, 2020.

5. OPERATIONS

- a. Report RPL 2020-007 Summer Programs and Facilities 058

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report RPL 2020-007 being a report on summer recreation programs and recreation facilities;

AND FURTHER THAT Council direct staff to take the necessary actions to cancel the Township's 2020 summer recreation programs, including outdoor pools and summer day camps, in response to the COVID-19 pandemic;

AND FURTHER THAT Council direct staff to take the necessary actions to open the Splash Pad's in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health;

AND FURTHER THAT Council direct staff to take the necessary actions to open playgrounds, greenspaces and sports fields in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health.

6. ADMINISTRATION

- a. Report CLK 2020-011 Wellington North COVID-19 Policy 066

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-011 being a report on Wellington North COVID 19 Policy;

AND FURTHER THAT Council endorses the Wellington North COVID 19 Policy.

- b. Report CLK 2020-012 Report on Amended Council meeting Schedule for 2020 074

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-012 being a report on an amended Council meeting schedule for 2020.

AND FURTHER THAT Council adopts the amended Council meeting schedule for 2020 Meeting Schedule.

- c. Report CAO 2020-003 COVID-19 Assessment Centre Mount Forest & District Sports Complex 077

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-003 being a report on COVID – 19 Assessment Centre-Mount Forest & District Sports Complex;

AND FURTHER THAT Council directs Township staff to accommodate the staff of North Wellington Health Care and the Mount Forest Family Health Team and the operation of a COVID 19 Assessment Centre as long as deemed necessary to serve the testing needs of the northern catchment area of Wellington Dufferin Guelph Public Health waiving rental fees throughout the term;

AND FURTHER THAT Township staff determine direct costs attributable to the Assessment Centre and request restitution of those costs from the Province.

- d. Report CAO 2020-004 North Frontenac Telephone Corporation Ltd. Telecommunications Access Agreement 080

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-004 being a report on North Frontenac Telephone Corporation Limited Telecommunications Access Agreement;

AND FURTHER THAT Council authorizes the Mayor and Clerk to enter into a Telecommunications Access Agreement with North Frontenac Telephone Corporation Limited for the purposes of installing fibre-cabling within Township Rights of Way.

- e. Report CAO 2020-005 We the North Fire Service Agreement 083

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-005 being a report on We the North Fire Service Agreement;

AND FURTHER THAT Council authorizes the Mayor and Clerk to enter into an agreement with the Town of Minto for the purposes of provision of services to support Wellington North Fire Service.

7. COUNCIL

- a. Wellington North Power Inc., Quarterly Newsletter – Quarter 1: January 1st to March 31st, 2020 096

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information the Wellington North Power Inc., Quarterly Newsletter – Quarter 1: January 1st to March 31st, 2020.

- b. Saugeen Conservation, Press Release, May 11, 2020 regarding Saugeen Conservation Hires New General Manager 100

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive for information the Saugeen Conservation Press Release, May 11, 2020 regarding Saugeen Conservation Hires New General Manager.

- c. Wellington North Power Inc., correspondence dated May 11, 2020, regarding Wellington North Power Inc. – 2020 Annual Dividend 102

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive Wellington North Power Inc., correspondence dated May 11, 2020, regarding Wellington North Power Inc. – 2020 Annual Dividend.

- d. Saugeen Conservation, memo from Dick Hibma, Interim GM/S-T regarding the IJC Great Lakes Webinar, May 8, 2020 103

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Saugeen Conservation memo from Dick Hibma, Interim GM/S-T regarding the IJC Great Lakes Webinar, May 8, 2020.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items for Consideration on the May 19, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- North Wellington Health Care Corporation – Louise Marshall Hospital
- Lynes Blacksmith Shop Committee
- Wellington North Safe Communities Committee
- Upper Grand Trailway Wellington Sub Committee
- Wellington North Power
- Recreation, Parks and Leisure Committee
- Mount Forest Homecoming Committee (inactive)

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee
- Wellington North Wellness & Team Building Committee
- Mount Forest Business Improvement Area

Councillor Hern (Ward 3):

- Wellington North Cultural Roundtable
- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur BMX/Skateboard Park Advisory Committee
- EarlyON Child and Family Services Committee

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee

Mayor Lennox

- Wellington North Power Inc.
- Ex Officio on all committees

BY-LAWS

- | | | |
|----|--|-----|
| a. | By-law Number 042-20 being a by-law to amend By-law 113-19 being a by-law to establish the 2021 Recreation Fees and Charges | 105 |
| b. | By-law Number 043-20 being a by-law to set the rates for 2020 taxation and to provide for the collection thereof | 109 |
| c. | By-law Number 044-20 being a by-law to appoint a Fire Chief for Wellington North Fire Service and to repeal By-law 079-14 | 115 |
| d. | By-law Number 045-20 being a by-law to repeal part of By-law 105-19 being a by-law to appoint a Community Emergency Management Coordinator and Alternate(s) Community Emergency Management Coordinator for The Corporation of the Township of Wellington North | 116 |
| e. | By-law Number 046-20 being a by-law to authorize the execution of a Telecommunications Access Agreement for the purposes of installing fibre-cabling within Township rights of way between North Frontenac Telephone Corporation Limited and The Corporation of the Township of Wellington North | 117 |
| f. | By-law Number 047-20 being a by-law to authorize the execution of an Agreement for Fire Chief Services between The Corporation of The Town of Minto and The Corporation of the Township of Wellington North | 132 |

Recommendation:

THAT By-law Number 042-20, 043-20, 044-20, 045-20, 046-20 and 047-20 be read a First, Second and Third time and enacted.

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at ____:____ pm that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;*

1. REPORTS

- EDO 2020-010 being a report on the proposed sale of municipally owned land in Arthur to Wightman Telecom

2. REVIEW OF CLOSED SESSION MINUTES

- May 5, 2020

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at ____:____ pm.

Recommendation:

THAT Council of the Township of Wellington North receive Report EDO 2020-010 being a report on the proposed sale of municipally owned land in Arthur to Wightman Telecom;

AND FURTHER THAT the confidential recommendation in report EDO 2020-010 be approved.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 5, 2020 Council Meeting.

CONFIRMING BY-LAW NUMBER 048-20

144

Recommendation:

THAT By-law Number 048-20 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 May 19, 2020 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of May 19, 2020 be adjourned at ____:____.pm.

MEETINGS, NOTICES, ANNOUNCEMENTS

Regular Council Meeting – via video conference Monday, June 1, 2020 7:00 p.m.

ALL COMMITTEE OF COUNCIL MEETINGS CANCELLED UNTIL FURTHER NOTICE

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

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING MINUTES OF COUNCIL
MAY 4, 2020 @ 7:00 P.M.
REGULAR MEETING OF COUNCIL
VIA VIDEO CONFERENCING Click here to view: https://youtu.be/hff_leR92TE

Members Present:

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

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Economic Development Officer:	Dale Small
Chief Building Official:	Darren Jones
Director of Operations:	Matthew Aston
Community Recreation Coordinator:	Mandy Jones
Fire Chief:	David Guilbault

Due to technical issues, Councillor Burke attended the meeting via teleconference, being unable to see the other participants, but could hear them. All participants could see Councillor Burke. Councillor Burke voted verbally on all motions.

CALLING TO ORDER – Mayor Lennox**ADOPTION OF THE AGENDA**

RESOLUTION: 2020-133

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Agenda for the May 4, 2020 Regular Meeting of Council be accepted and passed with the following amendments:

- *County Council Update - Addition of Wellington-Dufferin-Guelph Public Health, COVID-19 Pandemic Modeling Presentation,*
- *Items for Consideration – amended schedule to item 5B Report CLK 2020-008 Electronic Council and Committee Meeting Policy.*

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No disclosure of pecuniary interest declared.

COUNTY COUNCIL UPDATE

Andy Lennox, Mayor

- Wellington-Dufferin-Guelph Public Health, COVID-19 Pandemic Modelling
- Projected Health System Impacts in Wellington-Dufferin-Guelph

Mayor Lennox presented the highlights from the Wellington-Dufferin-Guelph Public Health presentation to Wellington County Council regarding COVID-19 Pandemic Modelling.

- Background information as of April 28, 2020 regarding the number of cases, deaths and measures implemented

- Pandemic Model: projections included were based on an epidemiological model developed for pandemic influenza and modified for COVID-19
- Model scenarios:
 - Scenario A – physical distancing applied for a period of three months
 - Scenario B – physical distancing applied for a period of twelve months
 - Scenario C – physical distancing applied in a dynamic manner (implemented or relaxed) based on provincial ICU capacity
- Model assumptions and results
- New hospitalizations in WDG, cases in hospital, cases in ICU in WDG – all scenarios

PRESENTATIONS

Wellington North Fire Service

- “The Coin”, PTSD Prevention Plan

Fire Chief Dave Guilbault presented “Project All In” 2020; a further enhancement to the PTSD Prevention plan using “The Coin”. The Coin is presented when firefighters feel the need to just talk or wish a team debrief. The maple leaf side is shown for one on one and the buffalo side is shown for team debrief. Project All In is part of the personnel safety section of the Standard Operating Guidelines outlining the introduction, purpose, scope, responsibility and procedure.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Regular Meeting of Council, April 20, 2020

RESOLUTION: 2020-134

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the minutes of the Regular Meeting of Council held on April 20, 2020 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

No business arising from previous meetings of Council.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 3b, 4d, 5b, 6a, 5b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2020-135

Moved: Councillor Hern

Seconded: Councillor Yake

THAT all items listed under Items for Consideration on the May 4, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur & District Chamber of Commerce Directors Meeting held on April 14, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association Meeting held on April 15, 2020.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association Meeting held on April 21, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting – April 24, 2020.

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated April 28, 2020.

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-019 being a report on the award of the Township's 2020 asphalt program;
AND FURTHER THAT Council award the request for tender to The Murray Group Limited at a cost of \$808,411.50 plus applicable taxes.*

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-020 being a report on a request for refund on water and sewer rates previously paid be received;

AND FURTHER THAT Council direct staff to issue a cheque in the amount of \$7,329.15 to St. Mary of the Purification Parish.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence dated April 9, 2020 from B.M. Ross and Associates Limited regarding Class EA to address leachate management at the Riverstown Waste Facility, County of Wellington, Township of Wellington North.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-010 being a report on Wellington North Power Board appointments;

AND FURTHER THAT the Council of the Corporation of Township of Wellington North, as the primary shareholder of Wellington North Power Inc. (WNP), authorize the Mayor and Clerk to enter into a by-law to appoint the following representatives to the Board of Directors of WNP:

- Paul Smith
- Mark Hillis

AND FURTHER THAT the appointments shall be in force July 1, 2020 and effective for a four-year term ending June 30, 2024.

AND FURTHER THAT the Council of the Corporation of Township of Wellington North, as the primary shareholder of Wellington North Power Inc. (WNP), authorize the Mayor and Clerk to enter into a by-law to appoint the following representatives to the Board of Directors of WNP:

- • Michael Givens

AND FURTHER THAT the appointment shall be in force December 1, 2019 and effective for a four-year term ending November 30, 2023.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2020-136

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2020-008;

AND FURTHER THAT Council approve a Façade Improvement Grant of \$2,500 to McFarlane Family Dental @ 392 Main Street North Unit 3, Mount Forest;

AND FURTHER THAT Council approve a Public Art Grant of \$1,500 to the Arthur Chamber of Commerce @ 146 George Street, Arthur.

CARRIED

RESOLUTION: 2020-137

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of Township of Wellington North receive the First Quarter 2020 Financial Update.

CARRIED

RESOLUTION: 2020-138

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Arthur Wastewater Treatment Plant Expansion Project: Contract 1, Quarterly Report A1 2020.

CARRIED

RESOLUTION: 2020-139

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-008 being a report on Electronic Council and Committee meeting policy;

AND FURTHER THAT Council endorses the Electronic Council and Committee meeting policy.

CARRIED

RESOLUTION: 2020-140

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated April 25, 2020 from Mark Baldock request from resident regarding backyard chickens.

CARRIED

RESOLUTION: 2020-141

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of Township of Wellington North receive correspondence dated April 30, 2020 from Jim Klujber, CEO/President, Wellington North Power Inc. regarding the 2020 Annual Shareholder Meeting;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North appoints the following persons representing the Township at the Wellington North Power Annual Shareholders meeting to be held May 26, 2020:

- 1. Councillor McCabe*
- 2. Councillor Hern*
- 3. Councillor Burke*

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- Committee meetings are limited or nonexistent.
- People have bought into the social distancing idea, realizing that staying away from parks is part of the process. With the warmer weather people will be anxious to get out and may be hard to keep the momentum going. Once people get back a sense of normalcy it would be difficult to go back to physical distancing.
- Shout out to hospitals and front-line workers.
- There is a woman who has been working hard to clean up the south side of North Water Street, Mount Forest. When he stopped to ask if she needed anything, she said that town staff have been good and helped her by removing collected garbage.

Councillor Burke (Ward 2):

- Have been attending Mount Forest BIA meetings using Zoom. They plan to go ahead with beautification projects; but, have expressed concern regarding no student help for watering the flower baskets.
- Thanked the people who have repurposed stones with messages of encouragement to support workers.

Councillor Hern (Ward 3):

- Missing the contact with people and value feedback from groups. The Cultural Roundtable will likely have a virtual meeting soon.
- When out walking she has noticed a substantial amount of garbage dumped on the sideroads and thanked the people who cleaned an entire stretch of road along her property.

Councillor McCabe (Ward 4):

- Later this week the SVCA will have their monthly meeting using Zoom. Access point to trails will be discussed.
- Restrictions have been big adjustments for people.

Mayor Lennox

- A lot of people in the community are trying to keep our community livable. The County has stepped up and is not charging a tipping fee to municipalities.
- People will get impatient with restrictions as the weather gets nicer.
- We need to consider what we can do and how we can maintain business with physical distancing. He commended staff who have adapted to the situation and are working diligently to keep municipal business going.
- Contractors are learning new ways to carry on while maintaining distance.

BY-LAWS

- a. By-law 007-20 being a Provisional Drain By-law to provide for the construction of Arthur Drain 2 (Martin) Drainage Works

RESOLUTION: 2020-142

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 007-20 being a Provisional Drain By-law to provide for the construction of Arthur Drain 2 (Martin) Drainage Works be read a Third time and enacted.

CARRIED

- b. By-law Number 039-20 being a by-law to appoint members to Wellington North Power Inc. Board of Directors (Paul Smith, Mark Hillis)
- c. By-law Number 040-20 being a by-law to appoint members to Wellington North Power Inc. Board of Directors (Michael Givens)

RESOLUTION: 2020-143

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 039-20 and 040-20 be read a First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

Celebrating The Women's Institute

The Women's Institute was founded in Stoney Creek in 1889 by Adelaide Hunter Hoodless who took it upon herself to spread the importance of domestic science in the home, city and country.

The Spanish Flu of 1918 was a huge influence on the Women's Institute as these women were thrust into roles that were not previously open to them as women. The surviving soldiers were just returning to Canada after WW1 and women outnumbered the men considerably. The medical profession were exhausted and thus the W.I. members went into action. They ran individual training at people's homes on the value of hand washing, cleaning, laundry, the value of fresh air and volunteered to assist doctors and nurses to let them get proper rest. Grown out of their tireless work and support, many of these women sought careers in the medical field and advocated that they be allowed to enroll in colleges and universities which had never been open to them before.

The Federated Women's Institutes of Ontario is a not-for-profit charitable organization with affiliations around the world, working with and for women in Ontario. Through the network of Branches, they offer educational programming and community support, advocate for social, environmental and economic change, and work towards the personal growth of all women, for home and country.

While the local organizations in the Township have somewhat disbanded their legacy lives on, especially in the Tweedsmuir History's of their local community farms and families and also through the past fundraising and donations made to the communities. The biggest project for the Conn W.I., formed in 1905 and officially disbanded in 1985, was purchasing the closed church known as Levendale in 1933 for \$150 and had it moved to Conn to be used as a community centre. Farewell W.I., formed in 1948, met in the Bethel United Church basement and at one time was honoured to be the 2nd largest group in the district. Another group formed for the North Arthur area in 1951 and was known as the Northgate W.I.. The Kenilworth W.I. ran from 1905-1923, the Arthur Centennial W.I. ran from 1972-1990 and the Damascus Women's Institute from 1968 -2009 whose main project was the Damascus Community Hall.

The track record of the Women's Institute is wide and runs deep in most communities around the world working true to their motto: For Home and Country.

Submitted by Bonny McDougall; Wellington North Cultural Roundtable

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (b) personal matters about an identifiable individual, including municipal or local board employees;

RESOLUTION: 2020-144

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 8:15 pm that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (b) personal matters about an identifiable individual, including municipal or local board employees;*

1. **REPORTS**

- CAO Presentation Northern Wellington Fire Services

2. **REVIEW OF CLOSED SESSION MINUTES**

- April 20, 2020

3. **RISE AND REPORT FROM CLOSED MEETING SESSION**

CARRIED

RESOLUTION: 2020-145

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the Council meeting and reconvene at 8:25 p.m. using a teleconference process.

CARRIED

RESOLUTION: 2020-146

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 9:36 pm.

CARRIED

NOTE: The meeting continued as a teleconference.

RESOLUTION: 2020-147

Moved: Councillor Yake

Seconded: Councillor Hern

THAT Council of the Township of Wellington North receive the CAO Report on Northern Wellington Fire Services for information.

AND FURTHER THAT the confidential direction the Chief Administrative Officer be approved.

Recorded vote requested by: Burke		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke		X
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake		X
Totals	3	2

CARRIED

RESOLUTION: 2020-148

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the C closed Meeting Minutes of the April 20, 2020 Council Meeting.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

CONFIRMING BY-LAW NUMBER 041-20

RESOLUTION: 2020-149

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 041-20 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 May 4, 2020 be read a First, Second and Third time and enacted.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

ADJOURNMENT

RESOLUTION: 2020-150

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Regular Council meeting of May 4, 2020 be adjourned at 9:41 pm.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

CLERK

MAYOR

Mount Forest District Chamber of Commerce

Meeting Minutes

April, 14th, 2020

1: Call to Order

- Shawn Mcleod called to order the regular meeting of the Mount Forest District Chamber of Commerce at 7:04pm on April, 14th, 2020 on Google Hangout due to COVID-19.

In Attendance:

- Shawn Mcleod
 - Sharon Wenger
 - Michelle VanEssen
 - Callee Rice
 - Pam Carson
 - Jesse Gerva
 - Lisa Hern
 - Dale Small.
- **2: Approval of minutes from last meeting; both February and March minutes still need to be approved**
 - February and March minutes had not been looked over and the board will sign off on them after looking at them via Sharon's email.

3: Treasurer's Report/ Monthly Cheque Log and Approval

- Pam informed the Board that Erica the accountant was unable to file a report in time for this month's meeting, however we will have it by the end of the month.
- Pam provided this month's balance: apx. **April Balance: \$25,000**
- Shawn had received tenant cheques from 88.7 The River for the rest of the year. They will be put in the Chamber Office.

4: Economic Development Report – Dale Small

- Dale is working closely with the County for loans for local businesses. (More to come on this next month)

- Dale is also working with making Launch it Minto (Launch It Business Exploration Centre) to help out local business owners primarily with the weekly webinars. He wants this to reach all of Northern Wellington.
- The board was curious about changing Launch It Minto to something less geographically specific, nothing came of it this meeting.
- A report for a deferral of property taxes for 60 days due to COVID will go to council on April, 20th.
- In positive news, Dale shared that a grant was received for \$30,000 in support of the elderly during COVID-19. The money was used to purchase Ipads for the elderly to communicate with their friends and families during lockdown. (Nothing to do with the Chamber)
- The board wants to get the word out in the community for the weekly Launch It webinars and suggest radio ads, signs and newspaper ads. Callee offers MARCC Apparel signs that aren't being used to help promote the Launch It Webinars. Dale offers to pay for them instead of having them merely donated.

4: Council Notes - Lisa Hern

- They are teleconferencing all Council Meetings for the near future due to COVID-19.
- You can log in and watch these meetings live April, 20th on their website or Youtube Channel.
- Another major thing that the council has planned is starting this year clean up crews will only do pickups once in the Spring and once in the Fall. Other Counties barely do one pickup.

6: Open Issues

Office Operations

- Shawn asks Corbin how working from home is and if there are any problems. There are no issues with the arrangement of working from home.
- Sharon says all detectors are new and set in the Office and building and new monthly checks are mandatory because of the Co2 scare in late March.
- Sharon tells Shawn that she will go over the mandatory monthly check with him in the not too distant future.

Reno Issues

- Dave Duncan is currently working on drywalling.
- Kevin Bender is currently priming and installing trim.
- Board discusses if painting was in Kevin's contract. Kevin says no and the board says yes, because Kevin believes priming is considered painting therefore his priming is his "painting".
- There is also a conflict with the decision to build a doorway. Shawn will talk to Kevin about how to move forward with this.
- Board agreed that the locks on the front door of the office need to be changed. Dale says we could receive 50% from the municipality.

Hiring Full Time Admin

- Pam said she felt it was not a good time to hire due to COVID-19. She says Corbin is handling his responsibilities well and that she looks to hopefully hire in June.

Social Media Update

- Pam has shared the Facebook analytics with the board showing a solid spike in activity.
- Pam as of April, 10th has handed over all Social Media to Corbin. This includes the website, Facebook and Instagram.
- Board asks if we have Twitter. Corbin confirmed that we do and that he will activate it again and begin posting on it.
- Michelle suggests a weekly post for Mount Forest Facts. Corbin said he will look into this.

New Members

- Sharon says that according to bylaws we are low on board members.
- Not the most ideal time to bring on new board members however the Board agreed to brainstorm potential people from the community to join in as a guest during our May 12th online Chamber Meeting.

Potential Members:

Amanda - Stumbled Upon

Natalie - Eco Den

Krista - Vintex

James - TD Bank

Fireworks Festival Update

- Sharon sent out a statement via email to all Chamber Members that the 2020 Fireworks Festival will sadly be cancelled . The idea right now moving forward is to postpone the Festivals 20th anniversary to 2021.
- An official press release will be sent out to the public soon.
- Jesse asked why not move the Festival back to September of this year, however Sharon says that they've already thought about that and there are just too many moving pieces that don't work in September. (Booking vendors, COVID-19, sponsors, etc.)
- The financial hit to the Chamber due to the cancellation was also discussed. Every year the Fireworks Festival typically donates \$20,000 of the proceeds to the Mount Forest Chamber of Commerce. So this year the Chamber will obviously not be getting that \$20,000.

2020 Guide Update

- Callee stated that due to COVID-19 the revenue generated from the Guide will be a lot less. She estimates that the Guide will break even financially. However a few companies are still submitting ads.
- Callee is shooting for a mid May official release of the Guide.
- The board debated about making as many copies of the Guide as usual due to COVID-19 and many seasonal and all year businesses where we usually send the guide are shutting down.

COVID-19 Update

- The Board is keeping an eye out for financial assistance loans for the Chamber.
- Everyone is good with the online board meetings and working from home.
- Tenants have been able to keep up with payments/ rent during this pandemic.

7: New Business

Online Shopping Platform

- Callee showed off the website to the board and broke down how it will Work. (What businesses need to provide, payment options, how the ordering system works, etc.)
- Businesses will have to deliver/ ship their own products, it will not be the Chambers responsibility.

- Callee wants a photo of all participating businesses storefronts for the window. Corbin said he could go out and safely take the photos once we know all the stores participating.
- Due to COVID-19 we have a 90 day free trial for Shopify.
- \$29.99 USD is the monthly subscription after the free trial.
- The domains shopwellingtonnorth.com and .ca are \$30 USD per month.
- Processing fees are 2.5%.
- The Board debated whether to make the website Members only or to include all downtown and local businesses. Some ideas thought of to include all businesses while giving the edge to Members was to wave the 2.5% fee for Members and charge it to the non Members. Another idea was to charge a start up fee to non Members.
- The discussion was left with the majority of the Board agreeing to have a soft launch with just the Members to test the water and entice other businesses to become Members while giving Members the most bang for their buck.

Roundtable

Sharon: We still haven't approved the February and March meeting minutes. We will approve them this week via email.

Jesse: He was wanting changes to the Mount Forest Chamber of Commerce website. He will talk to Corbin about those changes.

Pam: Canada Post renewal- it was agreed that if the price was reasonable to renew it for the entire year.

Callee: BIA has reached out and are willing to help cover costs and support the Shopify website. Callee also made the decision FINAL to start Shop North Wellington with Members only.

Michelle: Social Media Guidebook to improve the Chambers social media will be sent to Corbin via email.

8: Adjournment

Shawn Mcleod adjourned the meeting at 8:55pm

Minutes written by Corbin Peter, Reviewed by Sharon Wenger

Next Meeting: May, 12th, 2020 at 7pm

ASSET

Current Assets

Petty Cash	100.00	
Petty Cash - OTF Community Ac...	0.00	
Cash Float - Fireworks Festival	0.00	
Chequing Bank Account	32,944.54	
OTF Community Account	53,727.29	
Total Cash		86,771.83
Accounts Receivable	19,197.26	
Allowance for Doubtful Accounts	-3,076.99	
Due from OTF Community Anim...	0.00	
Total Receivable		16,120.27
Prepaid Entertainment		7,195.50
Total Current Assets		110,087.60

Capital Assets

Office Furniture & Equipment	0.00	
Computer Equipment	0.00	
Building	316,534.85	
Land	125,000.00	
Total Capital Assets		441,534.85

TOTAL ASSET 551,622.45

LIABILITY

Current Liabilities

Accounts Payable	19,942.00	
BMO Mastercard 8295	0.00	
Pre-Paid Rent - Unit A	1,043.95	
Pre-Paid Rent - Unit C	728.00	
Pre-Paid Rent - Unit D	734.46	
Vacation payable	-28.57	
Vacation Pay Clearing	28.57	
Total Vacation Payable		0.00
EI Payable	61.82	
CPP Payable	142.96	
Federal Income Tax Payable	104.10	
Total Receiver General		308.88
GST Charged on Sales	1,124.70	
GST Paid on Purchases	-131.73	
GST Adjustments	-169.76	
GST Owing (Refund)		823.21
HST Refund Receivable		-1,673.91
Total Current Liabilities		21,906.59

Long Term Liabilities

Mortgage Payable	241,964.54	
Total Long Term Liabilities	241,964.54	

TOTAL LIABILITY 263,871.13

EQUITY

Retained Earnings

Retained Earnings - Previous Year	171,386.28	
Investment in Capital Assets	56,641.58	
Unrestricted Net Assets	55,413.39	
Current Earnings	4,310.07	
Total Retained Earnings	287,751.32	

TOTAL EQUITY 287,751.32

LIABILITIES AND EQUITY

551,622.45

REVENUE

Non Event Income

Membership Fees	14.74
Community Membership	0.00
Chamber Insurance Administration	577.49
Chamber-First Data	0.00
Grants	1,872.00
Commercial Rental Income	900.00
Residential Rental Income	1,450.00
Miscellaneous Revenue	1,000.00
Gov't Subsidy	27.48

Total Non Event Income 5,841.71

Event/Activities Income

Participation of Event	7,604.00
Fireworks Vendor	132.74
Donations to Events	-250.00
Gain on Disposal	0.00

Total Event /Activities Income 7,486.74

Trillium

Trillium account interest	0.00
OTF Community Income	0.00

Total Trillium 0.00

Gov't Subsidy Heading

Gov't Subsidy	0.00
---------------	------

Total Gov't Subsidy 0.00

TOTAL REVENUE 13,328.45

EXPENSE

Payroll Expenses

Wages & Salaries	1,568.00
Vacation Pay Expense	62.72
EI Expense	36.06
Source Deductions Expense	0.00
CPP Expense	71.48
WSIB Expense	27.35

Total Payroll Expense 1,765.61

Office & Administrative Expen...

Accounting & Legal	94.25
Advertising & Promotions	149.59
Subscription Renewals	198.66
Interest & Bank Charges	31.55
Mortgage Interest	816.84
Office Supplies	346.34
Professional Fees	0.00
Training Expense	0.00
Repair & Maintenance	106.15
Telephone	40.00
Utilities	331.92

Total Office & Admin. Expenses 2,115.30

Event Expenses

Event Advertising	0.00
General Event Expenses	0.00

Total Event Expense 0.00

Trillium Expenses

OTF Community Animator EI exp...	0.00
OTF Community Animator CPP ...	0.00

OTF Community Animator-memb...	0.00
Total Trillium Expenses	0.00
TOTAL EXPENSE	3,880.91
NET INCOME	9,447.54

Mount Forest District Chamber of Commerce
Cheque Log for 1060 Chequing Bank Account from Apr 01, 2020 to Apr 30, 2020

Cheque No.	Cheque Type	Payee	Amount	Cheque Date	Times Printed	Entered into system	JE#	JE Date
7304	Payment	Corbin R. Peter	714.69	Apr 03, 2020	1	Yes	J360	Apr 03, 2020
7305	Payment	Receiver General	89.90	Apr 02, 2020	2	Yes	J294	Apr 02, 2020
7306	Payment	Corbin R. Peter	714.69	Apr 17, 2020	1	Yes	J273	Apr 17, 2020
7310	Payment	Print One	175.15	Apr 02, 2020	1	Yes	J277	Apr 02, 2020
7311	Payment	Excel Business Systems	8.64	Apr 02, 2020	1	Yes	J278	Apr 02, 2020
7312	Payment	Circuit Holdings Inc	988.75	Apr 02, 2020	1	Yes	J279	Apr 02, 2020
7313	Payment	M&M Food Market	75.00	Apr 02, 2020	1	Yes	J280	Apr 02, 2020
7314	Payment	ClareCreek Business Mana...	221.48	Apr 16, 2020	2	Yes	J296	Apr 16, 2020
7315	Payment	Workplace Safety and Insur...	27.35	Apr 17, 2020	1	Yes	J306	Apr 17, 2020
7316	Payment	Pam Carson	293.80	Apr 17, 2020	1	Yes	J307	Apr 17, 2020
7317	Payment	Township of Wellington North	2,161.00	Apr 24, 2020	1	Yes	J327	Apr 24, 2020
7318	Payment	JJ McLellan & Son	119.95	Apr 30, 2020	1	Yes	J344	Apr 30, 2020
7319	Payment	Brent D Rawn Electric	250.00	Apr 30, 2020	1	Yes	J345	Apr 30, 2020
7320	Payment	Desjardins Insurance	500.00	Apr 30, 2020	1	Yes	J346	Apr 30, 2020
7321	Payment	Mount Forest Chiropractic	250.00	Apr 30, 2020	1	Yes	J347	Apr 30, 2020
040920	Payment	Wellington North Power Inc	52.31	Apr 09, 2020	0	Yes	J354	Apr 09, 2020
042020	Payment	BMO Mastercard	980.73	Apr 20, 2020	0	Yes	J343	Apr 20, 2020
043020	Payment	Saugeen Economic Develo...	1,258.40	Apr 30, 2020	0	Yes	J338	Apr 30, 2020
040920w	Payment	Wellington North Power Inc	229.46	Apr 09, 2020	0	Yes	J355	Apr 09, 2020
041320u	Payment	Union Gas Limited	67.11	Apr 13, 2020	0	Yes	J353	Apr 13, 2020
043020W	Payment	Wightman	22.60	Apr 30, 2020	0	Yes	J340	Apr 30, 2020

SAUGEE VALLEY CONSERVATION AUTHORITY

Conservation through Cooperation

MINUTES

MEETING: Authority Meeting - Special

DATE: Thursday April 2, 2020

TIME: 1:00 p.m.

LOCATION: Electronic

CHAIR: Dan Gieruszak

MEMBERS PRESENT: Paul Allen, Maureen Couture, Mark Davis, Barbara Dobreen, Mark Goetz, Cheryl Grace, Tom Hutchinson, Steve McCabe, Mike Myatt, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart

ABSENT: Don Murray

OTHERS PRESENT: John Bujold, Baker Tilly
Dick Hibma, Interim General Manager/Secretary-Treasurer
Laura Molson, Manager, Accounting
Erik Downing, Manager, Environmental Planning & Regulations
Shannon Wood, Manager, Communications
JoAnne Harbinson, Manager, Water Resources & Stewardship Services
Donna Lacey, Forestry Coordinator
Shaun Anthony, Flood Warning/Water Quality Coordinator
Janice Hagan, Administrative Assistant/Recording Secretary

Chair Dan Gieruszak, called the Special meeting to order at 1:05 p.m. He explained that the purpose of the meeting was to pass a motion allowing the Authority to meet electronically under emergency situations.

1. Adoption of Agenda

MOTION #G20-32

Moved by Paul Allen

Seconded by Maureen Couture

THAT the agenda be adopted as presented.

CARRIED

2. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

3. New Business

Authority Special Meeting – April 2, 2020

a. Administrative Bylaw Amendment

MOTION #G20-33

Moved by Sue Paterson

Seconded by Barbara Dobreen

That Saugeen Valley Conservation Authority adopt the following changes to their Administrative By-Laws amended November 11, 2019:

- a) That on Page 18 Sec. C. Meeting Procedures Item 1. Rules of Procedure become Item 1A. Rules of Procedure.
- b) That on Page 18 Sec. C Item 1B. Declared State of Emergency be inserted before Item 2. Notice of Meeting
- c) That the details of Sec. C Item 1B. be as follows:
During any period where an emergency has been declared to exist, in all or part of an area over which the Authority has jurisdiction, under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, that may prevent the General Membership from meeting in person, a Member may participate in meetings electronically and shall have the ability to:
 - a. register a vote;
 - b. be counted towards determining quorum; and
 - c. participate in meetings closed to the public.

During any period where an emergency has been declared to exist, in all or part of an area over which the Authority has jurisdiction, under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, that may prevent the General Membership from meeting in person, any date or timeline requirement established under any Section in this By-law shall be postponed until such time as the General Membership can reasonably address the issue.

During any period where an emergency has been declared to exist, in all or part of an area over which the Authority has jurisdiction, under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, the Authority shall implement best practices to make meetings of the Authority open to the public in accordance with Subsection 15(3) of the Act. Where possible, the Authority will provide for alternative means for the public to participate in meetings electronically.

During any period where an emergency has been declared to exist, in all or part of an area over which the Authority has jurisdiction, under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, that may prevent the General Membership from meeting in person, any hearing or appeal dealt with in this By-law may be conducted electronically with provisions for applicants and their agents to participate if the Authority decides to hold any such hearing or appeal.

And further, that in recognition of the timing of these materials being received relative to the meetings of April 2nd, 2020 that in lieu of conducting the meetings in public we make the recording of the meeting available on our website hereafter,

And further, that provision be made to make future meetings accessible to the public through suitable technology, and these means be communicated through the SVCA website when meeting notices and agendas are posted,

And that staff be directed to review the Administrative By-laws to bring to the Board any further amendments as may be prudent based on our lessons learned to a future meeting of the Authority.

Authority Special Meeting – April 2, 2020

There being no further business, the meeting adjourned at 1:18 p.m. on motion of Mark Goetz and Cheryl Grace.

Dan Gieruszak
Chair

Janice Hagan
Recording Secretary

SAUGEE VALLEY CONSERVATION AUTHORITY

MINUTES

Conservation through Cooperation

MEETING: Authority Meeting
DATE: Thursday April 2, 2020
TIME: 1:00 p.m.
LOCATION: Electronic

CHAIR: Dan Gieruszak

MEMBERS PRESENT: Paul Allen, Maureen Couture, Mark Davis, Barbara Dobreen, Mark Goetz, Cheryl Grace, Tom Hutchinson, Steve McCabe, Mike Myatt, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart

ABSENT: Don Murray

OTHERS PRESENT: John Bujold, Baker Tilly
 Dick Hibma, Interim General Manager/Secretary-Treasurer
 Laura Molson, Manager, Accounting
 Erik Downing, Manager, Environmental Planning & Regulations
 Shannon Wood, Manager, Communications
 JoAnne Harbinson, Manager, Water Resources & Stewardship Services
 Donna Lacey, Forestry Coordinator
 Shaun Anthony, Flood Warning/Water Quality Coordinator
 Janice Hagan, Administrative Assistant/Recording Secretary

Chair Dan Gieruszak, called the meeting to order at 1:18 p.m. He told the Members that the agenda would be amended to include an update on the GM/S-T position under Matters Arising. Dick Hibma requested that an update to measures being taken as a result of COVID-19 be addressed after the approval of the minutes.

1. Adoption of Agenda

MOTION #G20-34

Moved by Tom Hutchison

Seconded by Steve McCabe

THAT the agenda be adopted as amended.

CARRIED

Authority Meeting –April 02, 2020

2. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

3. Minutes of the Authority Meeting – February 20, 2020

MOTION #G20-35

Moved by Sue Paterson

Seconded by Diana Rae

THAT the minutes of the Authority meeting, held on February 20, 2020 be approved as circulated.

CARRIED

4. COVID-19 Measures

SVCA is continuing to be categorized as essential by the Ontario Government. Staff are limiting time in office and respecting social distancing requirements by working from home where possible. All SVCA properties have been closed to discourage gatherings of people. Trespassing will be enforced by the local authorities and charges laid. Campgrounds will remain closed and hiring of summer staff will be delayed until approval is given by the provincial government. P&R staff are conducting site visits while encouraging landowners to minimize face to face and social distancing. Staff are being diligent in respecting guidelines.

5. Matters Arising from the Minutes

a. RAGBOS meeting date

The GM/S-T reported that a teleconference has been held with Anne Schneider and Barbara Doerks. A draft check list has been prepared and a pamphlet has been completed and will be circulated shortly. The Provincial Real Estate Association body will not likely be funding flood plain mapping at this time. Should RAGBOS have any issues to discuss they will contact the GM/S-T rather than through a working committee of the Board.

b. Agriculture Advisory Committee

The GM/S-T reported that Bruce County has appointed Robert Emmerson and Les Nichols, Grey County Federation of Agricultural has appointed Mike Ryan and Paul Wetlaufer, Christian Farmers have appointed Gerald Poechman, and Wellington County has appointed Gord Flewelling. The committee is currently waiting to hear from Huron County.

c. Alignment with CO Template & Guidelines

Erik Downing reviewed his submitted report and Conservation Ontario documents regarding timelines for permit review. Staff recommends that the documents be reviewed by the SVCA watershed municipalities and that resources be tested to discover if the timelines will function properly in the SVCA region. He noted that the Planning Services Agreements recommended have already been established and are close to being completed.

Authority Meeting –April 02, 2020**MOTION #G20-36**

Moved by Mike Myatt

Seconded by Christine Robinson

THAT, 'Update on the CO Client Service and Streamlining Initiative, including consideration of the draft Template for Annual CA Reporting on permit review timelines and updates to three previously endorsed guidance documents' be received by the SVCA; and further

THAT this report be shared with member municipalities, with the opportunity for municipal comment for SVCA consideration; and further

THAT staff are directed to implement the guidelines on a trial basis.

CARRIED

d. Update on GM/S-T Position

The GM/S-T told the Authority that the Executive Committee met prior to the Authority meeting to discuss the candidates that they expected to interview. Seven applicants will be interviewed April 16th and 17th.

6. Consent Agenda**MOTION #G20-37**

Moved by Bill Stewart

Seconded by Paul Allen

THAT the reports, minutes, and information contained in the Consent Agenda, [items 5a-d], along with their respective recommended motions be accepted as presented.

- a. Finance Report - THAT the Finance Report to January 31, 2020 be accepted as distributed.*
- b. Program Report*
- c. Correspondence - none*
- d. News Articles for Members' information*

CARRIED

7. New Business**a. 2019 Audited Financial Statement**

Laura Molson introduced John Bujold, Baker Tilly. Mr. Bujold reviewed the draft financial report and noted that it is the opinion of Baker Tilly that the financial statements of SVCA present fairly the financial position as at December 31, 2019 and are in accordance with Canadian public sector accounting standards. He told the Authority that it is fair to say that the Authority has a stable financial future. Mr. Bujold also presented a note concerning the potential impact of COVID-19 to be considered which will be added to the draft report.

Authority Meeting –April 02, 2020**MOTION #G20-38**

Moved by Maureen Couture

Seconded by Mark Davis

THAT the 2019 Audited Financial Statements, as prepared by Baker Tilly SGB LLP be adopted.

CARRIED

John Bujold left the meeting at 2:18 p.m.

b. Reserve Report

After discussion the following motion was carried:

MOTION #G20-39

Moved by Barbara Dobreen

Seconded by Mark Goetz

THAT the appropriations to and from reserves as at December 31, 2019 be approved as distributed.

c. Healthy Lake Huron

Jo-Anne gave a presentation regarding the 5-Year Priority Plan. It was requested that the presentation be appended to the minutes.

After further discussion the following motion was passed:

MOTION #G20-40

Moved by Tom Hutchinson

Seconded by Steve McCabe

That Authority Members accept the Healthy Lake Huron (HLH) report for information; and further

THAT the Members endorse the HLH Priority Action Plan and support staff's continued involvement in this Plan moving forward to continue work on improving the water quality of Lake Huron basin with the understanding that at this time, the Authority has not committed any budget dollars for 2020 but support staff in applying for funding to go towards Actions, working with partners in the HLH group and the implementation of the plan.

CARRIED

d. LHCCC Coastal Action Plan

Jo-Anne gave a presentation on the Coastal Action Plan and discussed the partnership with the Lake Huron Centre for Coastal Conservation. A copy of the presentation is appended to the office copy of the minutes.

After discussion the following motion was passed:

Authority Meeting –April 02, 2020**MOTION #G20-41**

Moved by Mike Myatt

Seconded by Sue Paterson

THAT Authority Members accept the staff report on the LHCCC Coastal Action Plan for information; and further

THAT the Members recognize that this document provides a valued baseline of information for the Lake Huron southeast shore.

CARRIED

Steve McCabe left the meeting at 3:00 p.m.

The Chair called a recess at 3:05 p.m. and the meeting was reconvened at 3:15 p.m.

e. Field Services Assistant/Technician

Discussion on the report was moved to the In-Camera session.

f. Draft Annual Report

Shannon Wood presented the 2019 Draft Annual Report to the Authority and requested that the Members scrutinize the document within 7 days and present any errors before it is sent to the printer.

MOTION #G20-42

Moved by Paul Allen

Seconded by Bill Stewart

THAT the 2019 Annual Report be accepted as presented and authorized for distribution upon correction of identified errors.

CARRIED

8. Other Business

a. 70th Anniversary Celebration

A formal celebration should be put off until the end of the summer, due to the COVID-19 global issues. Should there not be an opportunity for a public gathering, a commemorative publication could be produced. Any other ideas should be submitted to the GM/S-T.

9. In Camera Session – Relating to an identifiable individual(s) and potential litigation.

MOTION #G20-43

Moved by Maureen Couture

Seconded by Mark Davis

THAT the Authority move to Closed Session, In Camera, to discuss personnel/potential litigation matters; and further

THAT Dick Hibma, Erik Downing and Janice Hagan remain in the meeting.

CARRIED

Authority Meeting –April 02, 2020**MOTION #G20-48**

Moved by Maureen Couture

Seconded by Paul Allen

THAT the Authority adjourn from Closed Session, In Camera, and rise and report.

CARRIED

The Authority reported that direction was given to staff In Camera and only the items on the Closed Session agenda were reviewed.

The Authority Members resumed discussion on the report, Field Services Assistant/Technician. The GM/S-T emphasized that the position requires two people to accomplish all tasks.

A recorded vote was requested for the following motion:

MOTION #G20-49

Moved by Diana Rae

Seconded by Bill Stewart

THAT the Authority authorize the General Manager to develop a Position Description for a Field Services Assistant/Technician, and further recommend a hiring timeline.

Paul Allen	Yea
Maureen Couture	Yea
Mark Davis	Yea
Barbara Dobreen	Yea
Mark Goetz	Yea
Cheryl Grace	Yea
Tom Hutchinson	Nay
Mike Myatt	Yea
Sue Paterson	Yea
Diana Rae	Yea
Christine Robinson	Nay
Bill Stewart	Yea
Dan Gieruszak	Yea

CARRIED

There being no further business, the meeting adjourned at 5:24 p.m. on motion of Barbara Dobreen and Bill Stewart.

Dan Gieruszak
Chair

Janice Hagan
Recording Secretary



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

WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES TUESDAY, May 12th, 2020 @ 11:00 AM; VIA ZOOM

Members Present: Chair: Jim Taylor Penny Renken Gail Donald
Linda Hruska Lisa Hern, Councillor

Members Absent: Robert Macdonald Bonny McDougall Gary Pundsack

Staff Present: Economic Development Officer; Dale Small

CALLING TO ORDER – Chair Taylor

EDO Dale opened the ZOOM meeting at 10:55am and Chair Jim Taylor called the meeting to order at 11:00am

ADOPTION OF THE AGENDA – Chair Taylor

RESOLUTION: CRT2020-001

Moved: Gail Donald

Seconded: Linda Hruska

THAT the agenda for the May 12th, 2020 Cultural Roundtable Committee meeting be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No Disclosure of Pecuniary Interest

MINUTES OF PREVIOUS MEETING

RESOLUTION CRT2020-002

Moved: Jim Taylor

Seconded: Penny Renken

THAT the minutes from the February Cultural Roundtable Committee meeting be accepted and passed.

CARRIED

BUSINESS ARISING FROM THE MINUTES

Upcoming Cultural Moment

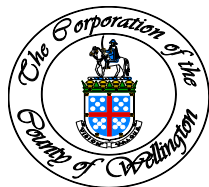
TOPIC	RESPONSIBILITY & Previous timeline	Due to Dale one week before council
Women's Institute	Bonny	Done (Included on May 4 th council agenda)
Horticultural Society	Linda end of April	TBD/complete for June 1st, council mtg?
Arthur Lion's Club & Skateboard Park	Mandy end of May	TBD/complete for June 22nd, council mtg?
Saugeen Valley Nursing Home	Penny end of June	TBD/complete for July 6 th , council mtg?
Damascus	Gary end of Aug	TBD/complete for Aug 3 rd , council mtg?

- ## NEXT MEETING

CARRIED

ADJOURNMENT

THAT the Cultural Roundtable Committee be adjourned at 11:43pm CARRIED



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

May 1, 2020

Sarah Wilhelm
Manager of Policy Planning
County of Wellington
74 Woolwich Street
Guelph, ON N1H 3T9

At its meeting held on April 30, 2020 Wellington County Council approved the following recommendation from the Planning Committee:

That the County Official Plan Review – Communications and Engagement Guide report be received for information and forwarded to member municipalities.

Enclosed is the County Official Plan Review – Communications and Engagement Guide report.

Respectfully,

A handwritten signature in black ink that reads "Kim Courts". The signature is written in a cursive style with a horizontal line underneath the name.

Kim Courts
Deputy Clerk



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, April 16, 2020
Subject: **County Official Plan Review – Communications and Engagement Guide**

1.0 Background

In September 2019, we outlined the process and key phases of the Official Plan review (Planning Committee Report PD2019-17). The attached Communications and Engagement Guide is a deliverable for Phase 1 of the project. The Guide supports transparent, targeted and meaningful engagement, which takes into account the following three points of view: public and stakeholders, community leaders and specialized staff. The Planning and Development Department will satisfy and exceed legislative consultation requirements for the project.

2.0 Impact of COVID-19

The global spread of the coronavirus (COVID-19) has had an extraordinary impact on the health and livelihood of people around the world. With each day, municipalities like Wellington County face new challenges to protect the health and well-being of its residents, businesses, clients and staff. The effects of the pandemic raise important questions for planning practitioners who highly value - and are often required by legislation - to seek public input into their work. The Planning and Development Department is using video and teleconferencing to respond to the current reality of self-isolation and social distancing. Staff will continue to explore new ways to deliver safe options for high quality engagement, but recognize that nothing can replace face-to-face contact. We will adapt as events continue to unfold and monitor the effectiveness of our engagement for this project.

Recommendations

That the report "County Official Plan Review – Communications and Engagement Guide" be received for information and be forwarded to member municipalities.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Sarah Wilhelm".

Sarah Wilhelm, MCIP, RPP
 Manager of Policy Planning

Attachment #1: Communications and Engagement Guide



PLAN WELL

Wellington County Official Plan Review

Communications and Engagement Guide



LIVE
WELL



GROW
WELL



SUSTAIN
WELL

Communications and Engagement Guide

Wellington County Official Plan Review

1 Introduction

Effective communication and engagement is a key ingredient to the success of the Official Plan (OP) review. The purpose of the OP review is to satisfy the requirements for a municipal comprehensive review and 5-year review. This document guides - rather than prescribes - engagement activities. The County will apply this Plan with flexibility to adapt to evolving provincial direction, new issues, shifting priorities and the realities of the coronavirus (COVID-19).

2 Objectives

The objectives of the Communications and Engagement Guide are to:

- Provide multiple, targeted ways for the public and stakeholders to learn about land use planning in Wellington and provide feedback during key milestones of the review;
- Recognize the shared partnership between the County and our seven member municipalities to collaborate and coordinate land use planning in Wellington by providing them direct involvement in the review;
- Work cooperatively with conservation authorities, other agencies and our municipal neighbours;
- Draw on the expertise of in-house staff and university resources;
- Use available technology to extend our reach and provide new avenues for engagement;
- Document the feedback obtained through the engagement process and show how this input has contributed to the planning and decision-making process; and
- Monitor and measure the success of our engagement.

What is a Municipal Comprehensive Review (MCR)?

The term “municipal comprehensive review” comes from the Growth Plan for the Greater Golden Horseshoe (or “A Place to Grow”). This Provincial Plan addresses growth management and environmental protection in a broad region known as the Greater Golden Horseshoe, which includes Wellington County. The Growth Plan (and related guidelines) sets out how to complete the MCR. By completing the MCR, County staff will align the Official Plan policies with the Growth Plan.

What is a 5-Year Review?

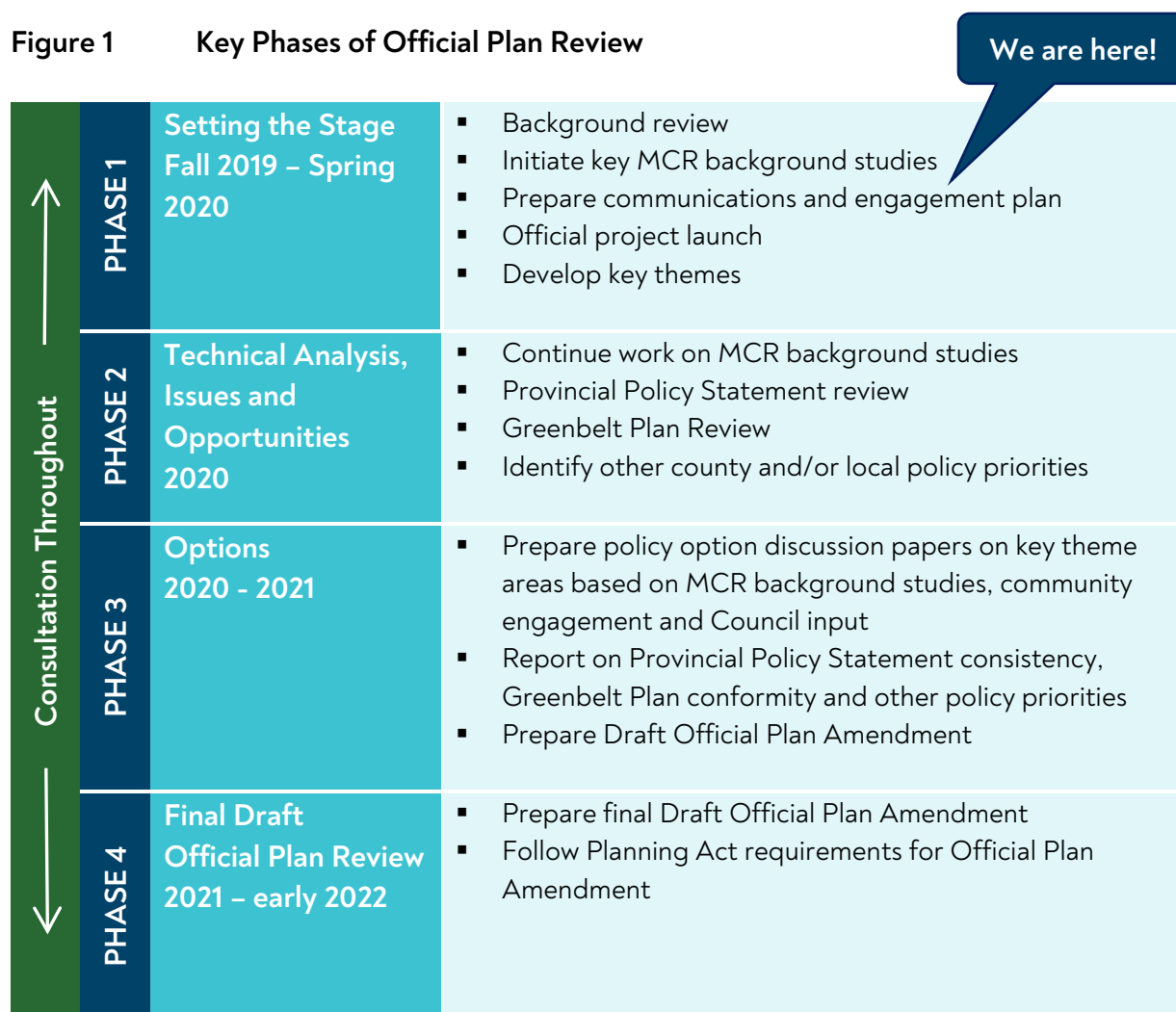
Municipalities are required to keep their Official Plans up to date every five years. The Planning Act lays out the requirements, which include that the Official Plan:

- aligns with the Growth Plan and Greenbelt Plan in Wellington,
- addresses matters of provincial interest, and
- is consistent with the Provincial Policy Statement.

3 Project Phasing and Structure

Communication and engagement efforts will align with the following project phases.

Figure 1 Key Phases of Official Plan Review



The County of Wellington is leading the project, which includes a core project team, project advisors and technical resource teams (Figure 2). Ten preliminary subject areas have been developed based on a detailed background review of changes to the Greenbelt Plan, Growth Plan, Provincial Policy Statement, and Planning Act:

Agricultural and Rural Areas
Climate Change
Complete and Healthy Communities
Consultation and Coordination
Growth Management

Housing
Mineral Aggregates
Natural Heritage and Flooding
Transportation
Water Resources

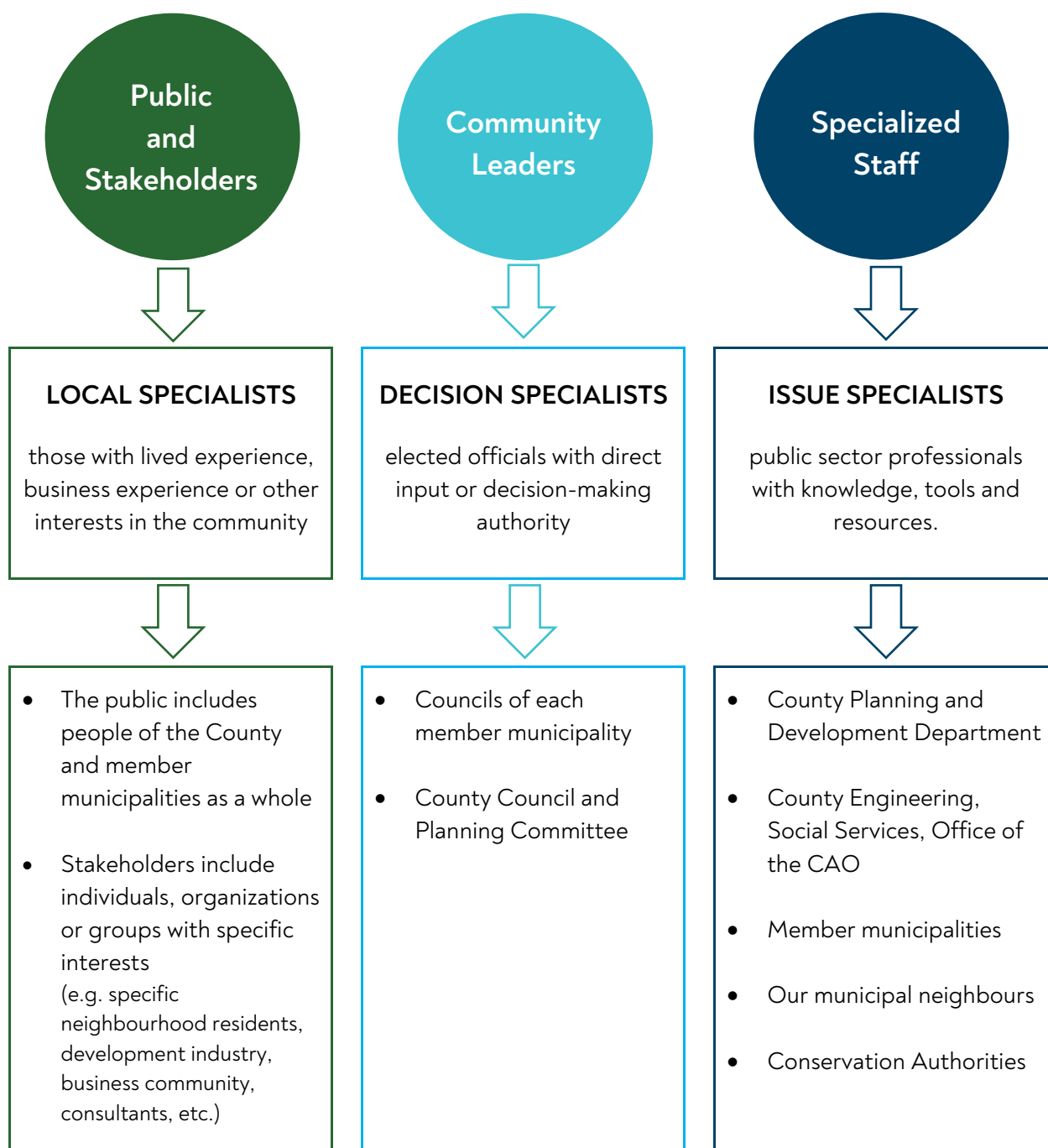
Figure 2 Project Structure

The above project structure is a guide. The Core Project Team will use a flexible approach and adapt to new needs as they may arise.

4 Who We Will Engage

This document supports transparent, targeted and meaningful engagement, which takes into account the following three points of view: public and stakeholders, community leaders and specialized staff.

Figure 3 Who will be Engaged



In addition to those identified above, planning staff will also work directly with Indigenous communities in Wellington to develop and implement an Indigenous consultation plan. We are working with the University of Guelph to assist us in this regard.

5 Our Approach

There is a considerable body of research detailing best practices for public participation and community engagement.ⁱ Planning staff has used these resources to arrive at an approach that fits the Wellington County context.

Figure 4 Range of Engagement

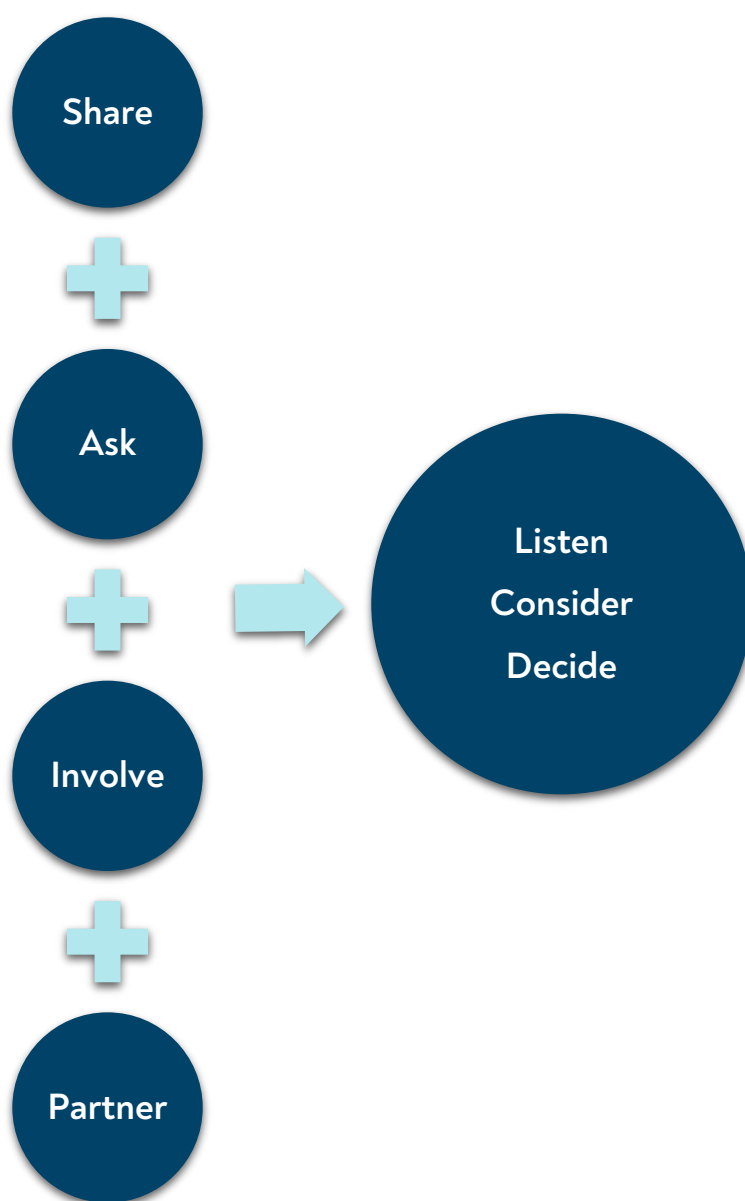


Figure 5 How We Will Approach our Engagement

APPROACH	Style	Audiences	Goals
SHARE	“Here’s what’s happening.”	Public Stakeholders Staff Leaders	<ul style="list-style-type: none"> • To build awareness. • To help others understand the Official Plan review. • To build capacity for future consultation.
ASK	“Here are some options what do you think?”	Public Stakeholders Staff Leaders	<ul style="list-style-type: none"> • To gather information and insight into concerns and preferences. • To give others a chance to voice their opinions and hear other opinions.
INVOLVE	“Here’s a problem, what ideas do you have?”	Stakeholders Staff Leaders	<ul style="list-style-type: none"> • To focus more directly on priority issues. • To solicit more in depth feedback about concerns and preferences together directly to generate ideas.
PARTNER	“Let’s work together to solve this problem.”	Staff Leaders	<ul style="list-style-type: none"> • To partner to develop alternatives and identify preferred solutions. • To build consensus.
LISTEN, CONSIDER AND DECIDE	“These are the comments, findings, and recommendations. What does Council think?”	Leaders (with input from the Public, Stakeholders and Staff)	<ul style="list-style-type: none"> • To support decision-making which reflects the public interest. • To encourage informed debate. • To identify recommended solutions. • To meet statutory notice requirements under the Planning Act.

6 Tools

A variety of in-person and on-screen tools will help us meet our communications and engagement goals and objectives. These tools will help build familiarity with County land use and planning policies. This will increase capacity to help participants provide input during the Official Plan Review. Planning staff will tailor the type, number and format of engagement events when they are needed most. Promotional materials and other communications will be used as needed to inform participants of open houses or other events.

Figure 6 Types of Engagement and Communication

	PHASE 1	PHASE 2	PHASE 3	PHASE 3	PHASE 4
Types of Engagement and Communication	Official Project Launch	Research and Analysis	Discussion Papers	Draft Policies and Mapping	Final Draft Policies and Mapping
Project Webpage	X	X	X	X	X
Voluntary subscription	X	X	X	X	X
Comment forms		X	X	X	
Interactive mapping			X	X	
Education materials	X	X			
Promotional materials		X	X	X	
Online surveys	X	X			
Social media	X	X	X	X	
Library display screens	X		X		
Event ads, videos, radio		X	X		
Media / press releases			X	X	
Public notices		X	X	X	X
Mail out			X		
Pop-up information sessions (library, etc.)		X	X		
Small group meetings		X	X		
Kitchen table kits		X	X		
Stakeholder meetings		X	X		
Technical resource Teams		X	X	X	
CAO meetings	X		X	X	
Open houses		X		X	
Council presentations	X		X	X	
Special Council meeting					X

The County will develop and release information in step with key milestones within the phases of the review. This will allow staff to keep content up to date and roll it out to support each stage of the process.

With respect to the coronavirus (COVID-19), the Planning and Development Department is adapting to the current reality of self-isolation and social distancing. For this project, staff will continue to explore new ways to deliver options for high quality engagement through on-line platforms, but recognize that nothing can replace face-to-face contact. While we may need to adapt our engagement and communication methods, staff does not expect a need to host public gatherings (such as open houses or public meetings) until later in 2020.

7 Project Brand

The County will use a project brand to establish a unique visual identity and continuity for this multi-year project. Communications staff have applied for an official mark trademark on the words “Plan Well” and the accompanying logo design to represent the Official Plan review. We will also use broad theme areas of “Live Well”, “Grow Well” and “Sustain Well” with associated icons to help organize the key subject areas and detailed subtopics in a more manageable way.

8 Key Messages

Key messages and materials provide the basis for consistent communications and messaging from the core project team, project advisors and technical resource teams to the public. These are the key messages for Phase 1:

How to stay informed

Subscribe to our webpage: www.wellington.ca/planwell and you will be notified when the County adds new material to the page or you can call the County planning office at (519) 837-2600 x2300. Planning staff will officially launch the project in June 2020 based on finalization of this document. The official launch signals the beginning of our engagement efforts and we will provide more options for providing comments at that time.

Settlement area boundary expansions

Consideration of settlement area boundary expansions (if warranted) occurs at the end of the municipal comprehensive review process and is subject to detailed policy requirements.

Growth forecasts

The Provincial Growth Plan dictates that the County will apply the forecasts for planning and managing growth to the horizon of the Growth Plan (currently to 2041). The Province is conducting a forecast review. Final forecasts are currently expected to be released in the summer 2020. The County will consider what impacts this might have on the official plan review project and adjust the work plan as necessary.

The core project team in collaboration with the project advisors and technical resource teams will continue to develop key messages and materials to address topics that are likely to arise, or that begin to emerge, during the engagement process. As more information becomes available or as the Province releases new guidance material, we will update our content.

9 Statutory Requirements

The Planning Act directs municipalities to hold at least one open house and at least one special meeting/public meeting for an MCR and 5-year review. The Act also sets the notification requirements and timing. These represent the minimum requirements. By following this Guide, the County will move beyond these minimums and provide more opportunities for engagement and participation in the process.

10 Timing of Engagement Activities

The County will develop an engagement calendar for the project when staff begins to roll out work under the ten focus areas, establish the technical resource teams and identify stakeholders.

11 Monitoring and Documentation

Planning staff will monitor and report on the implementation and uptake of communication and engagement activities during the Official Plan Review process:

- Record date of release or postings on the project webpage, social media, press releases, newspaper, radio
- Track web activity related to education materials, videos, interactive maps, surveys, event notices, email
- Record attendance and number of notification requests for public meetings, open houses, stakeholder and other group meetings
- Record number of educational and promotional documents distributed

We will report on the outcomes of engagement activities, including input and comments received throughout the project. During COVID-19 restrictions, monitoring will be even more important to measure the extent of engagement.

ⁱ The International Association for Publication Participation (IAP2) developed a “public participation spectrum” which identifies different levels of engagement. The IAP2 spectrum is also a foundation for other approaches such as a “community engagement continuum” advanced by others including the Tamarack Institute (Index of Community Engagement Techniques), City of Peterborough (Community Engagement Guide), City of Ottawa (Public Engagement Strategy: Guidelines and Toolkit).



PLANWELL

For more information please visit:
www.wellington.ca/planwell

Alternate formats available upon request.



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Tammy Pringle, Development Clerk

Subject: **DC 2020-013, MAPLE LANE FARM SERVICE INC.
SITE PLAN AGREEMENT, 9545 CONCESSION 6 NORTH, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2020-013 regarding the Final Approval of the Maple Lane Farm Service Inc. Site Plan Agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Subject Lands

The property is located outside of the Town of Mount Forest, in the former Arthur Township. The subject lands are in the North East quadrant of the township on the East side of Concession 6 North. The land holding is approximately 12 acres with 800 foot of frontage. It is legally known as PART LOT 3 CON 6 ARTHUR TOWNSHIP PARTS 1, 2 & 3 PLAN 61R7707 & PART 1 PLAN 61R11427 & PART 1 PLAN 61R21084; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a 2,173.45 square meter building addition. This project will include minor site grading, and servicing & stormwater management plan.

Existing Policy Framework

The subject lands are designated A - Agricultural, AC- Agriculture Commercial & AC-99 Agriculture Commercial Rural Exception Zones in the Township of Wellington North Zoning By-Law 66-01 and Prime Agricultural designation in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed and maintained in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached.

COMMUNICATION PLAN

The executed site plan agreement has been forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality.

ATTACHMENTS

- A. Location Map
- B. Site Plan Agreement

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☒ Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

SCHEDULE A – Location Map



SCHEDULE B –Site Plan Control Agreement

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 8 day of May, 2020,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the “Township”)
OF THE FIRST PART

-and-

MAPLE LANE FARM SERVICE INC.
(the “Owner”)
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PART LOT 3 CON 6 ARTHUR TOWNSHIP PARTS 1, 2 & 3 PLAN 61R7707 & PART 1 PLAN 61R11427 & PART 1 PLAN 61R21084; TOWNSHIP OF WELLINGTON NORTH.

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule “A” attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

- 1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the “Plans”).
- 2. Construct all buildings, structures, facilities and works in accordance with the Plans.
- 3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
- 4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.

SITE PLAN AGREEMENT
MAPLE LANE FARM SERVICE INC.

2

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
 - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

SITE PLAN AGREEMENT
MAPLE LANE FARM SERVICE INC.

3

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

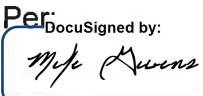
- 13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after an as-built grading survey has been provided and a professional engineer or architect has given Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
- 14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
- 15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
 - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
 - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
 - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO, and the provisions of this Agreement shall apply to such security with respect to such phase(s);

SITE PLAN AGREEMENT
MAPLE LANE FARM SERVICE INC.

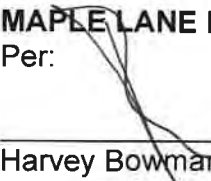
4

- (d) that the provisions of this Agreement shall apply to all such phases.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
19. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this⁸ day of May, 2020.

THE CORPORATION OF
THE TOWNSHIP OF WELLINGTON NORTH
Per: 
27BCC787E822401...
Michael Givens – Chief Administrative Officer
I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this 06 day of May, 2020.

MAPLE LANE FARM SERVICE INC.
Per: 
Harvey Bowman, President
I have authority to bind the corporation.

SCHEDULE “A”

Approved Plan and Drawings

Dwg No.	Description	Author	Revision No.	Revision Date
G1	Drawing Index and General Notes	S.A. Burnett	8	July 31, 2019
G2	Existing Site Plan & Removal	S.A. Burnett	8	July 31, 2019
G3	Proposed Site Plan	S.A. Burnett	8	July 31, 2019
G4	Proposed Grading Plan	S.A. Burnett	8	July 31, 2019
G5	Proposed Servicing Plan	S.A. Burnett	8	July 31, 2019
G6	Proposed Overflow Drain Plan	S.A. Burnett	8	July 31, 2019
D1	Standard Details	S.A. Burnett	8	July 31, 2019
D2	Standard Details	S.A. Burnett	8	July 31, 2019
D3	Standard Details	S.A. Burnett	8	July 31, 2019
F1	Existing Drainage	S.A. Burnett	8	July 31, 2019
-	Stormwater Management Report	S.A. Burnett		September 20, 2019
-	Appendix A – Septic Calculations	S.A. Burnett		September 20, 2019
-	Appendix B – Fire Storage Reservoir Plumbing Calculations	S.A. Burnett		September 20, 2019

SCHEDULE “B”

Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- THAT the owner is responsible for drain inspections, maintenance and operations of SWM pond and stormwater infrastructure. SWM pond should be inspected on an annual basis.
- THAT the 400mm deep swale be constructed as per D1 detail, indicated in the letter from S. Burnett and Associates dated February 13, 2020.
- THAT the maintenance activities for the fire protection system be to the satisfaction of the Wellington North Fire Services.
- THAT “As Recorded” drawings, with complete details of site servicing and grading, including any modifications that have been made to the fire reservoir suction line and to the SWM Pond orifice, be submitted to the Township of Wellington North.



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of May 19th, 2020
From: Darren Jones, Chief Building Official
Subject: CBO 2020-06 Building Permit Review Period Ending April 30th, 2020

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2020-06 being the Building Permit Review for the period ending April 30th, 2020.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2020-05 Building Permit Review Period Ending March 31st, 2020
2. CBO 2019-11 Building Permit Review Period Ending April 30th, 2019

BACKGROUND

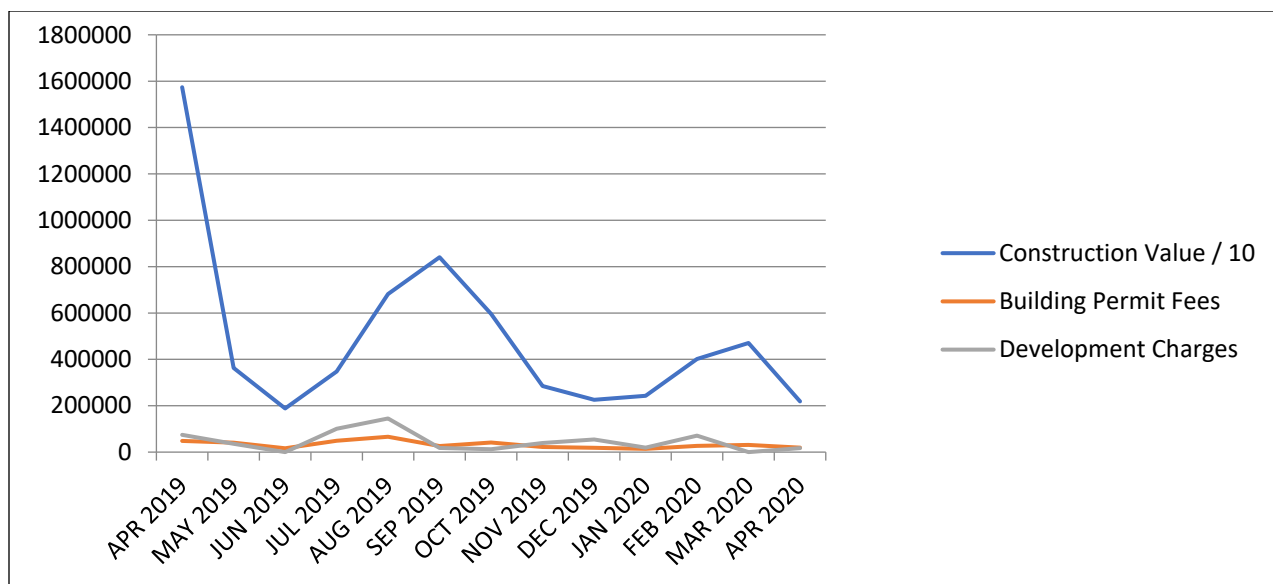
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	2	505,000.00	6,000.00	17,330.50
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	2	85,000.00	1,376.93	0.00
Garages / Sheds	2	130,000.00	2,112.89	0.00
Pool Enclosures / Decks	3	45,000.00	544.28	0.00

Commercial	1	80,000.00	882.31	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	9	1,301,000.00	7,503.60	0.00
Sewage System	1	30,000.00	520.00	0.00
Demolition	1	9,800.00	130.00	0.00

Total April 2020	21	2,185,800.00	19,070.01	17,330.50
Total Year to Date	56	13,337,800.00	90,644.45	107,963.10

12 Month Average	22	4,052,075.00	31,059.66	42,905.32
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10 Year Monthly Average	22	4,086,930.00	28,015.06	43,900.32
10 Year, Year to Date Average	53	8,507,705.30	70,800.33	111,800.81

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☒ Alignment and Integration

Prepared By: Darren Jones, Chief Building Official

Recommended By: Michael Givens, Chief Administrative Officer

5/13/20

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
75845	A J Stone Company Ltd.	5/06/20	\$185.16
75846	Aon Canada Inc	5/06/20	\$10,720.08
75847	Arthur & Area Youth Horticultu	5/06/20	\$200.00
75848	Arthur Agricultural Society	5/06/20	\$500.00
75849	Arthur Opti-Mrs	5/06/20	\$500.00
75850	Arthurs Fuel	5/06/20	\$812.57
75851	Rhonda Becker	5/06/20	\$100.00
75852	BELLAMY CONTRACTING SERVICES L	5/06/20	\$189.84
75853	Chalmers Fuels Inc	5/06/20	\$741.88
75854		5/06/20	\$208.00
75855	Creek Edge Holdings Inc	5/06/20	\$1,955.48
75856	Diamond Software Inc	5/06/20	\$60.74
75857		5/06/20	\$66.96
75858	Duncan, Linton LLP, Lawyers	5/06/20	\$1,588.18
75859		5/06/20	\$976.00
75860		5/06/20	\$116.00
75861	Get In Touch For Hutch	5/06/20	\$2,000.00
75862	Hydro One Networks Inc.	5/06/20	\$2,684.66
75863	Jim's Auto Service	5/06/20	\$958.91
75864	Kronos Canadian Systems Inc.	5/06/20	\$1,177.47
75865	Le Creative Studio	5/06/20	\$2,840.00
75866	Loughran Electric	5/06/20	\$1,723.03
75867		5/06/20	\$210.00
75868		5/06/20	\$748.69
75869	Mount Forest Foodland	5/06/20	\$29.90
75870	Mt Forest Agricultural Society	5/06/20	\$500.00
75871	Mt Forest & District Arts Coun	5/06/20	\$350.00
75872	Mt Forest & District Chamber o	5/06/20	\$2,500.00
75873	Mt Forest Horticultural Societ	5/06/20	\$600.00
75874	Mt Forest Lions Club	5/06/20	\$500.00
75875		5/06/20	\$1,900.00
75876		5/06/20	\$116.00
75877	New Growth Family Centre Inc.	5/06/20	\$1,000.00
75878	Northview Properties	5/06/20	\$2,500.00
75879	North Wellington Health Care	5/06/20	\$7,500.00
75880	Petro Canada	5/06/20	\$2,060.64
75881	Premier Equipment Ltd.	5/06/20	\$611.57
75882	Reliance Home Comfort	5/06/20	\$78.71
75883		5/06/20	\$579.90
75884	R. J. Burnside & Assoc. Ltd.	5/06/20	\$6,282.42
75885	Royal Canadian Legion	5/06/20	\$12,310.00
75886		5/06/20	\$70.00
75887	Suncor Energy Inc.	5/06/20	\$3,866.20
75888		5/06/20	\$100.00
75889	Trevor Roberts Auto Repair	5/06/20	\$192.99
75890		5/06/20	\$100.00
75891	Enbridge Gas Inc.	5/06/20	\$13,439.74

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
75892		5/06/20	\$146.00
75893	Van Harten Surveying Inc.	5/06/20	\$13,390.95
75894	Wellington Advertiser	5/06/20	\$583.08
75895	Wellington County Farm & Home S	5/06/20	\$500.00
75896		5/06/20	\$100.00
75897		5/06/20	\$70.00
75898	Wightman Telecom Ltd.	5/06/20	\$135.47
75899	Young's Home Hardware Bldg Cen	5/06/20	\$134.85
EFT0000508	Agrisan SC Pharma	5/06/20	\$4,398.11
EFT0000509	Arthur & District Chamber of C	5/06/20	\$2,500.00
EFT0000510	Arthur & District Horticultura	5/06/20	\$600.00
EFT0000511	Arthur Lions Club	5/06/20	\$1,000.00
EFT0000512	Arthur Home Hardware Building	5/06/20	\$394.38
EFT0000513	Big Brothers and Big Sisters o	5/06/20	\$1,000.00
EFT0000514	B M Ross and Associates	5/06/20	\$5,474.30
EFT0000515	CARQUEST Arthur Inc.	5/06/20	\$602.71
EFT0000516	Carson Supply	5/06/20	\$322.37
EFT0000517	CMT Engineering Inc.	5/06/20	\$1,295.59
EFT0000518	Coburn Insurance Brokers Ltd.	5/06/20	\$218,939.68
EFT0000519	Eric Cox Sanitation	5/06/20	\$1,127.74
EFT0000520	Excel Business Systems	5/06/20	\$104.27
EFT0000521	Fire Marshal's Public Fire Saf	5/06/20	\$669.10
EFT0000522	FOSTER SERVICES/822498 ONT INC	5/06/20	\$3,616.00
EFT0000523	Frey Communications	5/06/20	\$2,469.00
EFT0000524	Hartman Electronics & Comm	5/06/20	\$3,192.25
EFT0000525	Ideal Supply Inc.	5/06/20	\$67.29
EFT0000526	J J McLellan & Son	5/06/20	\$60.12
EFT0000527	JOB-INC Electric	5/06/20	\$4,779.90
EFT0000528	Joe Johnson Equipment Inc.	5/06/20	\$215.30
EFT0000529	M & L Supply, Fire & Safety	5/06/20	\$445.32
EFT0000530	Maple Lane Farm Service Inc.	5/06/20	\$1,327.74
EFT0000531	Marcc Apparel Company	5/06/20	\$339.11
EFT0000532	Mississauga Bus Coach & Truck R	5/06/20	\$1,754.96
EFT0000533	Moorefield Excavating Limited	5/06/20	\$247,593.90
EFT0000534	Maitland Valley Conservation	5/06/20	\$710.00
EFT0000535	North Wellington Litruck Ltd.	5/06/20	\$217.86
EFT0000536	R&R Pet Paradise	5/06/20	\$2,546.22
EFT0000537	Reeves Construction Ltd	5/06/20	\$9,445.34
EFT0000538	RLB LLP	5/06/20	\$11,300.00
EFT0000539	Stephen Hale	5/06/20	\$1,113.05
EFT0000540	Teviotdale Truck Service & Rep	5/06/20	\$627.44
EFT0000541	Triton Engineering Services	5/06/20	\$11,041.31
EFT0000542	Viking Cives Ltd	5/06/20	\$47.67
EFT0000543	Wellington Construction Contra	5/06/20	\$322,785.99
91			\$967,636.09



Staff Report

To: Township of Wellington North Council Meeting of May 19, 2020

From: Matthew Aston, Director of Operations
Mandy Jones, Community Recreation Coordinator
Tom Bowden, Manager Recreation Services

Subject: RPL 2020-007 Summer Programs and Recreation Facilities

RECOMMENDATION

THAT the Council of the Township of Wellington North receive for information Report RPL 2020-007 being a report on summer recreation programs and recreation facilities;

AND FURTHER THAT Council direct staff to take the necessary actions to cancel the Township's 2020 summer recreation programs, including outdoor pools and summer day camp, in response to the COVID-19 pandemic;

AND FURTHER THAT Council direct staff to take the necessary actions to open the Splash Pad's in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health;

AND FURTHER THAT Council direct staff to take the necessary actions to open playgrounds, greenspaces and sports fields in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Timeline of Events/Announcements

March 12: Doug Ford announces that publicly funded schools across the province will be closed for two weeks following March break.

March 16: The province recommends the closure of all recreation programs, libraries, private schools, daycares, and churches and other faith settings, as well as bars and restaurants, except those that offer takeout or delivery.

March 16: The Township of Wellington North closed all facilities to the public until further notice.

March 17: Premier Ford declares a state of emergency in Ontario.

March 18: The Township of Wellington North closed all playgrounds and parks to the public.

March 19: The Ontario Ministry of Environment, Conservation and Parks closes provincial parks until April 30.

March 23: Premier Ford orders the closure of all non-essential businesses across the province for 14 days.

March 23: The County of Wellington and all seven member municipalities declare emergencies in accordance with the Emergency Management and Civil Protection Act

March 30: The province orders the shutdown of all outdoor amenities and extends the emergency order through to April 12.

March 31: The province announces that Ontario schools will remain closed until at least May.

April 21: Township of Wellington North cancels any bookings in facilities until June 30, 2020 and cancels Session 1 of swimming lessons (June 22 – July 3) and Week 1 of Day Camp (June 29 – Jul 3).

April 26: Education Minister Stephen Lecce announces that publicly funded schools will be closed until at least May 31.

April 27: Premier Ford provides the framework for reopening the province.

May 6: Emergency orders are extended by the province for the third time. They will now continue until May 19.

May 12: Emergency orders are extended by the province for the fourth time. They will now continue until June 2.

As the current situation is continually evolving, the following information and recommendations contained in this report are based on information staff had available as of Tuesday May 12, 2020.

Township Facilities and Programs

The Township of Wellington North provides a variety of parks and recreation opportunities and is responsible for

- 2 arena facilities with attached community centres and meeting spaces
- 2 outdoor swimming pools
- 2 splash pads
- 8 playgrounds
- 6 baseball diamonds
- 4 soccer fields
- 2 day camp programs
- Trail systems in Arthur, Mount Forest and West Luther

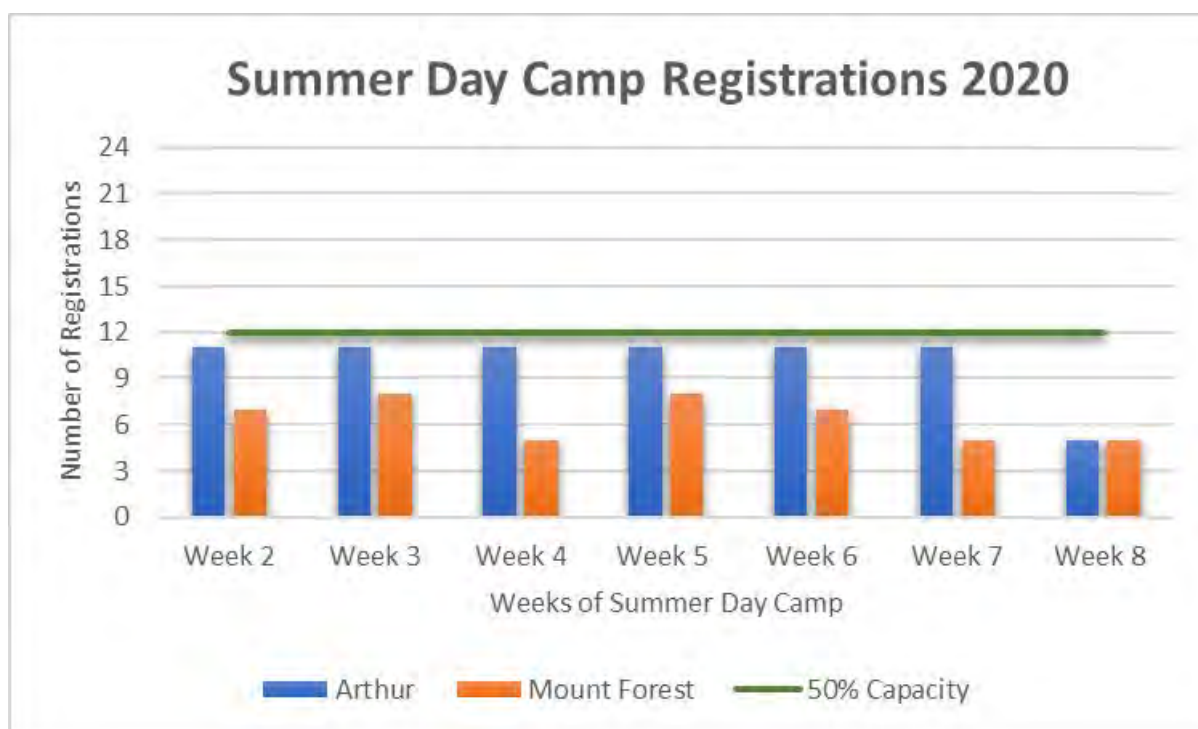
Summer Recreation Programs Hiring Process

In January 2020, the Township posted for positions with the summer recreation programs team. In total, 21 employees were hired to support the operations and activities in both aquatics and day camp (11 in aquatics and 10 in day camp). Staff has been in regular communication and is providing the summer team with updates and information as it becomes available. Most team members have remained optimistic and if able, would love to provide programming, understanding there maybe modifications to the delivery of programming.

Day Camp Considerations

The day camp program will require a minimum of 4 weeks to become operational, which includes the creation of program plans, development of new procedures to reflect COVID-19, purchasing of supplies as well as organizing and providing mandatory staff training. In 2019, the Township entered into a Fee Subsidy Purchase of Service Agreement with the County of Wellington. While the Township would not currently meet the minimum staff training requirements in the Agreement, the County has assured the Township that they would work with staff to support such efforts if we were to open. Alternatively, should the Day Camp not proceed this summer, the County has indicated they would support the township and families in finding alternative care solutions. Training required for staff includes Standard First Aid and CPR C, HIGHFIVE Principles of Healthy Child Development, Duty to Report, and Township Policies and Procedures.

Due to the uncertainty of the current situation, staff reduced marketing efforts of summer programs and decided not to print and distribute the annual Recreation Leisure Guide. In addition, staff were unable to attend mass registration events due to the closure of township facilities. As of Saturday May 9, 2020, the day camp program is at a 35% capacity overall: Arthur 42% and Mount Forest at 27%.



Aquatics Considerations

The pools will require a minimum of 4 weeks to become operational, which includes emptying the pool, cleaning, painting, re-filling and passing public health inspection as well as the development of new procedures to reflect COVID-19. In addition, staff will need to purchase supplies and organize/provide mandatory staff training. All staff are required to have their Standard First Aid and CPR C in order to work at the pool. In addition, all lifeguards require their NLS and all lifeguards wanting to teach lessons need their Lifesaving Instructors.

Some team members were hired with the understanding that required qualifications would be obtained in the spring when training opportunities were available. Unfortunately, due to province-wide facility closures, most training opportunities were cancelled and our ability to offer swimming lessons as originally planned will be impacted.

Due to the uncertainty of the current situation, staff reduced marketing efforts and decided not to print and distribute the annual Recreation Leisure Guide. In addition, staff were unable to attend mass registration events due to the closure of township facilities.

As of Saturday May 9, 2020, Session 4 and 5 have minimal registrations for swimming lessons in Mount Forest and Sessions 3 and 5 in Arthur do not have any registrations for swimming lessons; No class size is over 5 people. In addition, there are few private a semi-private lesson registrations. In the table below, red indicates a "full class" and grey indicates "no registrations".

2020 MOUNT FOREST SWIMMING LESSONS										
Cost	Age		Session 2 Jul 6 - Jul 17	# REG	Session 3 Jul 20 - Jul 31	# REG	Session 4 Aug 3 - Aug 14	# REG	Session 5 Aug 17 - Aug 28	# REG
\$65	0 - 3 years	Parent Tot 1 & 2	10:00 - 10:30	0	11:00 - 11:30	0	Bronze Medallion & Bronze Cross		11:00 - 11:30	0
		Parent Tot 2 & 3	10:30 - 11:00	1	10:00 - 10:30	1			10:30 - 11:00	0
\$70.00	3 - 5 years	Preschool A	9:30 - 10:00	0	11:30 - 12:00	0			11:00 - 11:30	0
			11:00 - 11:30	2						
		Preschool B	10:00 - 10:30	1	10:00 - 10:30	2			9:30 - 10:00	0
			11:00 - 11:30	1						
			11:30 - 12:00	0						
		Preschool C	9:30 - 10:00	2	10:30 - 11:00	1			10:30 - 11:00	1
	6+ years	Beginner	10:00 - 10:30	3	11:30 - 12:00	0			9:30 - 10:00	0
		Swimmer 1	10:30 - 11:00	2	9:30 - 10:00	4			11:30 - 12:00	1
			11:30 - 12:00	3						
		Swimmer 2	9:30 - 10:00	1	10:30 - 11:00	1			10:00 - 10:30	2
			10:30 - 11:00	0	11:30 - 12:00	2			11:30 - 12:00	0
			11:00 - 11:30	1						
		Swimmer 3	10:00 - 10:30	0	11:00 - 11:30	0			11:30 - 12:00	2
			10:30 - 11:00	0						
			11:30 - 12:00	0						
		Swimmer 4	9:30 - 10:00	3	9:30 - 10:00	2			10:00 - 10:30	0
			11:00 - 11:30	3						
\$76.00	COMBINED CLASSES	Swimmer 5	11:15 - 12:00	1	10:30 - 11:15	2			10:45 - 11:30	0
		Swimmer 6								
		Swimmer 7	9:45 - 10:30	3	9:30 - 10:15	2				
		Swimmer 8								
		Swimmer 9	10:30 - 11:15	0					9:30 - 10:15	1
		Swimmer 10								

2020 ARTHUR SWIMMING LESSONS									
Cost	Age		Session 2 Jul 6 - Jul 17	# REG	Session 3 Jul 20 - Jul 31	# REG	Session 4 Aug 3 - Aug 14	# REG	Session 5 Aug 17 - Aug 28
\$65	0 - 3 years	Parent Tot 1 & 2	10:00 - 10:30	1			9:30 - 10:00	0	
		Parent Tot 2 & 3	10:30 - 11:00	1	10:00 - 10:30	0			
\$70.00	3 - 5 years	Preschool A	9:30 - 10:00	2	10:30 - 11:00	0	10:30 - 11:00	1	9:30 - 10:00
			11:30 - 12:00	1					0
		Preschool B	10:00 - 10:30	0	11:00 - 11:30	0	11:00 - 11:30	0	10:30 - 11:00
			11:00 - 11:30	1					0
	6+ years	Preschool C	10:30 - 11:00	4	11:30 - 12:00	0	11:30 - 12:00	4	10:00 - 10:30
		Beginner	9:30 - 10:00	2	9:30 - 10:00	0	10:00 - 10:30	0	11:30 - 12:00
		Swimmer 1	10:30 - 11:00	4	10:30 - 11:00	0	11:00 - 11:30	3	10:30 - 11:00
			11:30 - 12:00	2					0
		Swimmer 2	11:00 - 11:30	2	11:00 - 11:30	0	9:30 - 10:00	1	9:30 - 10:00
			11:30 - 12:00	0					0
		Swimmer 3	9:30 - 10:00	2	10:00 - 10:30	0	10:30 - 11:00	3	10:00 - 10:30
									0
		Swimmer 4	11:00 - 11:30	2	9:30 - 10:00	0	10:00 - 10:30	1	11:00 - 11:30
									0
\$76.00	COMBINED CLASSES	Swimmer 5	10:00 - 10:45	4					
		Swimmer 6							
		Swimmer 7	11:15 - 12:00	2					
		Swimmer 8							
		Swimmer 9	9:45 - 10:30	0					
		Swimmer 10							

Splash Pad Considerations

The splash pads will require a minimum of 2 weeks to become operational, which includes flushing the lines, cleaning the cement, setting timers, and passing public health inspection.

The Lifesaving Society is closely monitoring the public health and safety risks associated with COVID-19 and is hosting a series of webinars on topics related to the safe management of public pools. On May 5, 2020, the Lifesaving Society hosted a webinar titled "*How medicine influences aquatic operations during the COVID pandemic*" with Dr. Steve Beerman. At 25:45 in the webinar, Dr. Beerman stated there is "no evidence that the virus is transmitted through food or water. If it is coming straight from the city water system and into some spray device and then going to a drain system, I see no issue with that."

Baseball and Soccer Fields

Township baseball and soccer fields are ready to be used. With that said, the Township will require a couple of weeks to rehire part time staff and train on new policies and procedures due to COVID-19 and the new payroll system. In addition, the recreation services team may require additional time to implement any changes that public health may impose on sports organizations.

Additional Considerations

Public Health Guidelines

At this time, the Township is not aware of what modifications will be required to open and operate the day camp programs, aquatics programs (swimming lessons, lane swims, Aquafit, public swims) and splash pads. There have also not been any announcements from the Province of Ontario regarding day camp programs or the opening of public swimming pools.

Summer Students

For post-secondary students and recent graduates who are ineligible for the Canada Emergency Response Benefit or for Employment Insurance, but who are unable to find full-time employment or are unable to work due to COVID-19, the government proposes to introduce the Canada Emergency Student Benefit (CESB). The CESB would provide \$1,250 per month for eligible students from May through August 2020, and \$1,750 for students with dependents and those with permanent disabilities. This new grant would provide income support to post-secondary students who will experience financial hardship over the Summer due to COVID-19. The CESB will be delivered by CRA and more details will be communicated.

Policies and Procedure

The Township will need to create policies and procedures for the recreation department, including employee safety measures, admittance policy, illness procedure, and rescue procedure. The Township expects these policies and procedures will require additional personal protective equipment (PPE) and, as a result of the current pandemic, access to this PPE could present a significant challenge for the Township. Currently, Township suppliers are working with our team to ensure we have adequate supply, however, some items disinfectant spray and N95 masks have been difficult to procure at times as they are prioritized for medical and first responders.

Social Need

Families may wish to send their children to structured programming as restrictions ease including day camp and aquatics. There may also be a demand for childcare services as the economy slowly begins to open back up, ensuring the safety and wellbeing of both staff and participants will be paramount.

Worker Safety

The Township prides itself in providing safe work environments for our team members. In the current environment, it will be difficult for Staff to be able to develop and implement safe work practices for the Aquatics and Day Camp teams. In developing safe work practices, Township typically consults with best practices in place at public schools, daycares and our network of municipal colleagues. As it relates to operating public facing programs, safe work practices related to COVID-19 are still very much in their early stages of development, which creates risk around the Township's ability to have these in place in a reduced time frame.

FINANCIAL CONSIDERATIONS

It is currently unknown if the Township will be successful in their application for the Canada Summer Jobs Program, which previously financially supported the hiring of summer students in the aquatics and day camp programs.

Financial Summary

Pools

MOUNT FOREST			
	Revenue	Expense	Over/Under
2019	\$41,244	\$92,171	-\$50,927
2020 (budgeted)	\$42,300	\$89,481	-\$47,181
ARTHUR			
	Revenue	Expense	Over/Under
2019	\$26,991	\$74,430	-\$47,439
2020 (budgeted)	\$28,250	\$76,763	-\$48,513

Day Camp

MOUNT FOREST			
	Revenue	Expense	Over/Under
2019	\$24,596	\$22,354	\$2,242
2020 (budgeted)	\$23,188	\$24,368	-\$1,180
ARTHUR			
	Revenue	Expense	Over/Under
2019	\$26,167	\$24,577	\$1,590
2020 (budgeted)	\$23,188	\$26,368	-\$3,180

Splash Pad

MOUNT FOREST			
	Revenue	Expense	Over/Under
2020 (budgeted)	\$0.00	\$32,000	-\$32,000
ARTHUR			
	Revenue	Expense	Over/Under
2019	\$0.00	\$24,577	-\$24,577
2020 (budgeted)	\$0.00	\$25,000	-\$25,000

ATTACHMENTS

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations	Matthew Aston
	Mandy Jones, Community Recreation Coordinator	Mandy Jones
	Tom Bowden, Manager Recreation Services	Tom Bowden
Recommended By:	Michael Givens, Chief Administrative Officer	Michael Givens



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Karren Wallace, Director of Legislative Services/Clerk
Matt Aston, Director of Operations
Darren Jones, Chief Building Official
Adam McNabb, Director of Finance

Subject: CLK 2020-011 Wellington North COVID 19 Policy

RECOMMENDATION

THAT the Corporation of the Township of Wellington North receive for information Report CLK 2020-011 being a report on Wellington North COVID 19 Policy.

AND FURTHER THAT Council endorses the Wellington North COVID 19 Policy.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

On March 17, 2020 the Government of Ontario declared an emergency order under s 7.0.1 (1) the Emergency Management and Civil Protection Act, effectively shutting down all non-essential business.

In keeping with the Order, the Township closed parks and playgrounds, facilities and all other non-essential services. Staff were redeployed to vacant facilities and or directed to work from home and developed screening and distancing protocols. Eventually staff were relocated from facilities to the Kenilworth office, with numbers in office being limited.

As COVID 19 restrictions are slowly being lifted, the municipality is looking at a policy as to how that will be implemented for municipal operations in Wellington North.

The specifics as to when the public shall be permitted access to the municipal office, and employee scheduling will be an internal process developed by Managers/Supervisors.

Attached hereto is the Wellington North COVID 19 Policy. It should be noted that while parts of the policy apply to all employees and Council, Operations will develop their own policy specifically to Recreation, Roads and Water.

FINANCIAL CONSIDERATIONS

While staff do not anticipate this policy having a material impact from an expense standpoint, there is an acknowledgement that the policy does reference taking certain safety precautions, which will require additional expenditure, to ensure the safety of both residents and staff including but not limited to: the installation of plexiglass barriers, increasing cleaning / sanitization frequency, and providing for PPE where deemed appropriate (and pre-approved on a case by case basis).

Township staff have created unique accounts to capture COVID-19 related expenses, and will continue to track these expenses throughout this pandemic to ensure detailed records of amounts spent are available in the event that funding opportunities present in the future to offset these otherwise unforeseen expenses.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☒ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By:

Karren Wallace, Director Legislative Services/Clerk
Matt Aston, Director of Operations
Darren Jones, Chief Building Official
Adam McNabb, Director of Finance

Karren Wallace

Matt Aston

Darren Jones

Adam McNabb

Recommended By:

Michael Givens, Chief Administrative Officer

Michael Givens



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0
www.wellington-north.com

519.848.3620
1.866.848.3620 FAX 519.848.3228

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Plan to
Simply Explore.
www.simplyexplore.ca

WELLINGTON NORTH COVID 19 POLICY

DEPARTMENT	CLERK	POLICY NUMBER	004-20
EFFECTIVE DATE	May 19, 2020	LEGISLATIVE AUTHORITY	
APPROVED BY:	RESOLUTION:		

Policy Statement

The Township of Wellington North is intent on providing guiding principles for a safe workplace as well as a planned, progressive return to work approach as COVID 19 restrictions are lifted and there is a gradual reopening of businesses, services and public spaces.

Purpose

This policy has been created to establish clear guidelines with practical measures to help keep employees and the public safe while preventing the spread of COVID-19.

Scope

This policy applies to all members of Council and employees. Some aspects apply to members of the public accessing the municipal office of the Township of Wellington North.

Amendments, Revisions Updates

In consultation with the Federal and Provincial government guidelines/orders and Public Health Ontario and Wellington Dufferin Guelph Public Health Unit policies and directives, amendments, revisions and updates will be made to this policy when appropriate.

1. TOWNSHIP OF WELLINGTON NORTH COUNCIL AND STAFF

A. Out of Province/Country Travel

- Report any out of Province or Country travel with your Manager/Supervisor in advance of your departure date and on your return.
- Any employee who travels out of Country, in contravention of any Provincial or Public Health Unit guidelines shall, on their return, self-isolate from the workplace for a period of 14 days, utilizing vacation and/or sick time, or without remuneration.
- Any employee who travels out of Province, shall, on their return, self-monitor for a period of 14 days pursuant to Public Health Unit guidelines.

B. Work Related Travel

- No employee or Council member shall travel in personal or fleet vehicles together for work related

events unless physical distancing guidelines of 2 metres (6 feet) can be attained.

C. Supervisor/Manager Responsibilities

- a. Ensure the policy is followed to ensure protective measures are in place for employees and members of the public.
- b. Follow up with team members to ensure there are no concerns or issues around the implementation of and/or adherence to this policy.

D. Employee Responsibilities

- a. Follow the policy and distancing guidelines to ensure protection is in place for themselves and members of the public.
- b. Ensure you discuss any concerns, contraventions or issues with your Manager/Supervisor and/or a member of the Joint Health and Safety Committee.
- c. Assist with disinfecting your own workspace including washrooms, desktops, telephone receivers, keyboards, etc.
- d. Self-report any medical issues you are experiencing that might be related to COVID 19 to your Manager/Supervisor
- e. Understand and adhere to the policy by signing an acknowledgment.

E. Council Responsibilities

- a. Self-report any medical issues you are experiencing that might be related to COVID 19 to the Chief Administrative Officer.
- b. Understand and adhere to the policy by signing an acknowledgment.

2. KENILWORTH MUNICIPAL OFFICE

A. Access to the municipal office by members of the Public

- a. The Kenilworth municipal office will be the first township facility to be open to the public with reduced hours available for public access.
- b. Public access to the municipal office shall be limited to services that cannot be provided via another platform including electronic methods, mail, preprinted envelopes, 24/7 drop box, telephone, courier or by another service/organization/business.
- c. Any member of the public accessing the municipal office shall provide their name, address and telephone and express permission is given to provide this information to the Public Health Unit, only as it relates to potential exposure to COVID 19
- d. Only one member of the public shall be permitted in the municipal office at any given time unless there an accessibility requirement and additional assistance is required by the member of the public.
- e. A member of the public who is granted access to the municipal office to conduct in person transactions shall sanitize their hands prior to entering and before leaving the premises.

B. Built Environment Safety Measures

- a. Signage shall be posted outlining restrictions for members of the public who wish to access the municipal office. (See Schedule A)
- b. Hand sanitizer shall be located at entrances to the facility, in all meetings rooms, Council Chambers, kitchens, washrooms as well on each desk.
- c. Employees are encouraged to bring their own plates, glasses and cutlery for use and to wash it at home, or in the alternative use paper plates, plastic glasses and cutlery.
- d. A transparent barrier shall be installed at the front counter to limit physical interaction between a member of the public and municipal employees.

- e. The office shall be cleaned three times weekly on Tuesday, Thursday nights and weekend.
- f. Washrooms shall not be opened to the public.
- g. Washrooms shall be genderless so there is a more even use of each washroom.
- h. Signage shall be posted in communal areas outlining best practices COVID 19 (See Schedule B)

C. Employee Workflow

- a. Managers will schedule, in consultation with other department heads and their teams, staggered start and end of workday, job rotation, work from home days, staggered breaks and lunches with the intent that:
 - i. The number of employees arriving and leaving at the same time and taking lunch breaks are in limited numbers; and
 - ii. job rotation and work from home days will be scheduled ensuring there is adequate coverage in departments with appropriate physical distancing.

D. Physical Distancing and Other Measures

- a. All team members will, whenever practicable, avoid prolonged close contact with any other team member and to follow best practices.
- b. Team members with an office are encouraged to eat their lunch in their office, limiting exposure in the shared kitchen as much as possible.
- c. An employee may elect to wear Personal Protective Equipment (PPE); however, they must do so by procuring their own equipment (reasonable expenses may be reimbursed) with preapproval of their manager on a case by case basis. All PPE shall be disposed of by the employee off site and in appropriate receptacles.

E. Council Meetings

- a. When appropriate, in person Council meetings will resume within guidelines provided by Public Health.

3. STAFF GUIDELINES FOR CONSTRUCTION SITES

- A. Staff are to familiarize themselves with the latest Ontario Construction Site Health and Safety during COVID-19 document located here: <https://www.ontario.ca/page/construction-site-health-and-safety-during-covid-19>.

B. Procedures

- a) For employees required to attend construction sites, you are required to follow the Contractor's and/or Developer's current COVID-19 Health and Safety policies as presented on site or provided ahead of time.
- b) In addition to Contractor and/or Developer policies, general guidelines for field staff are noted below.
- c) Wherever possible and safe to do so, we will continue with our regular daily work schedule.
- d) As advised by the Chief Medical Officer and public health officials, and outlined throughout government communications, physical distancing (2m) is required to control the spread of COVID-19.
- e) At a minimum, workers are expected to practice the following:
 - i. Maintain 2m (or six feet) of physical separation as much as practical.
 - ii. Wash your hands often with soap and water or alcohol-based hand sanitizer.
 - iii. Sneeze and cough into your sleeve.
 - iv. If you use a tissue, discard immediately and wash your hands afterward.

- v. Avoid touching your eyes, nose or mouth.
- vi. Avoid contact with people who are sick.
- vii. Stay home if you are sick.
- viii. Avoid high-touch areas, where possible, or ensure you clean your hands afterwards.
- ix. If you are wearing gloves when interacting with high-touch areas, do not touch your face with gloved hands. Take care when removing gloves and dispose of used gloves after each use. Ensure you wash your hands after removing them.
- x. Wash your clothes as soon as you get home. If you have to have spare work clothing, take it home, place it in a cloth bag (not plastic) and do not take it out of the bag until it goes into the laundry to be washed – ideally separately.

C. **Occupied Buildings**

- a) Where possible avoid entering occupied buildings.
- b) Where it is not possible to avoid entering an occupied building, do so only when construction has stopped, and workers have exited the building.
- c) Observe all other sections of this policy.

D. **Washroom Facilities**

- a) For Construction Inspectors the General Contractor is required to provide onsite washroom facilities (generally consisting of a portable toilet).

E. **Meetings at Site**

- a) Avoid site meetings, if possible, including curbside conversations with residents.
- b) When site meetings cannot be avoided ensure physical distancing protocol.

F. **Lunches and Breaks**

- a) Staff are to use individual vehicles or separate areas for these breaks and maintain physical distancing.

G. **Tools/Equipment/Vehicles**

- a) Avoid sharing tools or equipment.
- b) Minimize the number of people who operate each piece of equipment.
- c) If it is necessary to share equipment, clean and disinfect points of contact on the equipment before and after usage.
- d) Wash or sanitize your hands as often as reasonably possible.
- e) Disinfect commonly touched surfaces including equipment you will be touching regularly.

SCHEDULE A

SIGNAGE FOR PUBLIC ADMITTANCE TO KENILWORTH OFFICE

SELF ASSESSMENT TOOL:

Are you currently experiencing any of these issues? Call 911 if you are.

- Severe difficulty breathing (struggling for each breath, can only speak in single words)
- Severe chest pain (constant tightness or crushing sensation)
- Feeling confused or unsure of where you are
- Losing consciousness
- Do you have a fever, chills, cough, runny nose
- Loss of smell and taste

Do not enter the office if in the last 14 days, have you been in close physical contact with someone who tested positive for COVID-19 meaning:

- a face-to-face conversation for 15 minutes
- being in the same room for 2 hours
- living in the same home
- working in the same workplace

Public access to the municipal office shall be limited to services that cannot be provided via another platform including electronic methods, mail, preprinted envelopes, 24/7 drop box, telephone, courier or by another service/organization/business.

Any member of the public accessing the municipal office shall provide their name, address and telephone and express permission is given to provide this information to the Public Health Unit, only as it relates to potential exposure to COVID 19.

The public is encouraged to call in advance to book an appointment in order to ensure the service they require can be accessed on a specific day.

Only one member of the public shall be permitted in the municipal office at any given time unless there an accessibility requirement and additional assistance is required by the member of the public.

A member of the public who is granted access to the municipal office to conduct in person transactions shall sanitize their hands prior to entering and before leaving the premises.

There are no washrooms available to the public.

SCHEDULE B**SIGNAGE FOR KENILWORTH OFFICE SHARED SPACES**

Wash your hands often with soap and water, or use alcohol based hand sanitizer

Cover your coughs and sneezes with a tissue or your arm, not your hand

Stay home if you are sick

Maintain 2m (or six feet) of physical separation.

If you use a tissue, discard immediately and wash your hands afterward.

Avoid touching your eyes, nose, or mouth.

Avoid contact with people who are sick.

Avoid high-touch areas, where possible, or ensure you clean your hands afterwards.

If you are wearing gloves when interacting with high-touch areas. Do not touch your face with gloved hands. Take care when removing gloves and dispose of used gloves after each use. Ensure you wash your hands after removing them.

Change your clothes as soon as you get home and wash after every wear.

Increase distance between desks, tables and workstations.

Reduce activities that require close physical proximity or contact with people, such as team meetings.

Limit any contacts closer than 2 metres to the shortest time possible.



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Karren Wallace, Director of Legislative Services/Clerk

Subject: CLK 2020-012 Report on Amended Council meeting Schedule for 2020

RECOMMENDATION

THAT the Corporation of the Township of Wellington North receive for information Report CLK 2020-012 being a report on an amended Council meeting schedule for 2020.

AND FURTHER THAT Council adopts the amended Council meeting schedule for 2020 Meeting Schedule.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2019-025 being report on Council meeting schedule for 2020

CLK 2018-010 being a report on Council meeting schedule for 2019

CLK 2017-035 being a report on Council meeting schedule for 2018

BACKGROUND

On June 24, 2019 Council approved the 2020 Council meeting dates and times by resolution 2019-172.

As of a result of COVID 19, scheduling of afternoon meetings has become problematic for scheduling purposes. As a result, it is recommended that all meetings be held at 7:00 p.m. until future notice. Attached is the amended Council meeting dates and times.

Once in person Council meetings resume, I would recommend we move to a 2:00 p.m. meeting and a 7:00 p.m. meeting each month.

FINANCIAL CONSIDERATIONS

There is no financial implication in receiving this report or adopting the recommendation.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☒ Modernization and Efficiency

☒ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

By amending 2020 Council meeting, it gives Council, staff, press and the public adequate time to plan their personal and corporate schedules.

Prepared By:

Karren Wallace, Director Legislative
Services/Clerk

Karren Wallace

Recommended By:

Michael Givens, Chief Administrative Officer

Michael Givens



7490 Sideroad 7 W, PO Box 125,
Kenilworth, Ontario, N0G 2E0
www.wellington-north.com

519.848.3620
1.866.848.3620 FAX 519.848.3228

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Plan to
Simply Explore.
www.simplyexplore.ca

2020 COUNCIL MEETING SCHEDULE

(Report CLK 2019-025
amended CLK 2020-012)

DATE	COMMENCING
Monday, January 13	2:00 p.m.
Monday, January 27	7:00 p.m.
Monday, February 10	2:00 p.m.
Monday, February 24*	7:00 p.m.
Monday, March 9	2:00 p.m.
Monday, March 23	CANCELLED
Wednesday March 25 Special Meeting	7:00 p.m.
Monday, April 6	7:00 p.m.
Monday, April 20	7:00 p.m.
Monday, May 4	7:00 p.m.
Tuesday, May 19	7:00 p.m.
Monday, June 1	7:00 p.m.
Monday, June 22	7:00 p.m.
Monday, July 13	TBD
Monday, July 27	7:00 p.m.
Monday, August 10	TBD
Monday, August 24	7:00 p.m.
Monday, September 14	TBD
Monday, September 28	7:00 p.m.
Monday, October 19	TBD
Monday November 2	7:00 p.m.
Monday, November 16	TBD
Monday, November 30	7:00 p.m.
Monday, December 14	TBD

ROMA Conference – January 18 – 21
*OGRA Conference February 23 – 26
AMO Conference August 16-19



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Michael Givens, CAO

Subject: CAO 2020-003 COVID – 19 Assessment Centre-Mount Forest & District Sports Complex

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CAO 2020-003 being a report on COVID – 19 Assessment Centre-Mount Forest & District Sports Complex;

AND FURTHER THAT the Council of the Township of Wellington North directs Township staff to accommodate the staff of North Wellington Health Care and the Mount Forest Family Health Team and the operation of a COVID 19 Assessment Centre as long as deemed necessary to serve the testing needs of the northern catchment area of Wellington Dufferin Guelph Public Health waiving rental fees throughout the term;

AND FURTHER THAT Township staff determine direct costs attributable to the Assessment Centre and request restitution of those costs from the Province.

PREVIOUS PERTINENT REPORTS

N/A

BACKGROUND

March 11, 2020 - the World Health Organization (WHO) declared COVID -19 to be a global Pandemic.

March 17, 2020 - the Province of Ontario declared an emergency and began making orders under the authority of the Emergency Management and Civil Protection act to protect the public. On March 30 Provincial declaration was extended to April 13, 2020. On April 14, the Province further extended the declaration until May 12, 2020.

March 23, 2020 - the County of Wellington Warden and the Mayors of the seven Member Municipalities declared municipal emergencies.

The County and Member municipalities individually and collectively have been taking measures to respond to the new provincial regulations implemented under the Provincial Declaration, to respond to situations within their municipalities, planning and implementing plans to ensure the continuation of essential municipal services and ensuring the continued flow of information to all Councils, staff and residents and stakeholders.

April 11, 2020 – Township CAO was contacted by North Wellington Health Care (NWHC) about utilizing the Mount Forest & District Sports Complex (MFDSC) as a COVID – 19 assessment centre.

April 12, 2020 – Township CAO notified all members of Council about the NWHC request.

April 11-20, 2020 – Township recreation staff accommodated access to the MFDSC for representatives from NWHC and the Mount Forest Family Health Team (MFFHT) for their consideration. The Community Hall was identified as a suitable space. Supported by the Township IT service provider, Township staff put all required provisions in place to accommodate an assessment centre.

April 21, 2020 – the assessment centre, operated by staff from both NWHC and the MFFHT opened.

April 30, 2020 – Township CAO contacted NWHC about length of time an assessment centre would be required to remain open in the community. Initial estimate provided was June 30, 2020.

May 5, 2020 – Premier Ford confirms that a high volume of testing throughout the Province is extremely important in continuing to overcome COVID.

May 6, 2020 – the Province extends all emergency orders until May 19, 2020. With emergency orders extended, public access to township facilities, including the MFDSC remains limited to essential services only.

May 6, 2020 – Wellington Dufferin Guelph Public Health indicates that assessment centres may be required up until a vaccine for COVID 19 is discovered. It is further assumed that as Ontario “reopens” more testing will be required.

Note-indications are that NWHC and the MFFHT would require two weeks to relocate.

FINANCIAL CONSIDERATIONS

To date, North Wellington Health Care and the Mount Forest Family Health team have been provided full access to the main community hall free of charge.

ATTACHMENTS

N/A

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☒ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Michael Givens, CAO

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Michael Givens, CAO

Subject: CAO 2020-004 North Frontenac Telephone Corporation Ltd
Telecommunications Access Agreement

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CAO 2020-004 being a report on North Frontenac Telephone Corporation Limited Telecommunications Access Agreement;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into a Telecommunications Access Agreement with North Frontenac Telephone Corporation Limited for the purposes of installing fibre-cabling within Township Rights of Way.

PREVIOUS PERTINENT REPORTS

2019 – 2022 Corporate Strategic Plan-Modernization and Efficiency

1.2 to champion the expansion of affordable high-speed broadband to rural and remote areas for residents to effectively experience various economic, educational and social advantages

BACKGROUND

September 9, 2019 - Southwestern Integrated Fibre Technology (SWIFT) issues a Request for Proposal to expand high speed internet in Wellington County.

January 24, 2020 - SWIFT announces it has awarded contracts to expand high-speed broadband services to nearly 2,900 homes and businesses in Wellington County throughout the townships of Guelph Eramosa, Centre Wellington, Mapleton, and Wellington North. North Frontenac Telephone Corporation Limited (NFTC) will receive \$1.3 million in funding to deploy fibre-cabling along more than 41 kilometers of underserved roads in the Townships of Mapleton, Wellington North and Centre Wellington to deliver a fibre-to-the-home solution to eligible residents. The total project cost is approximately \$2 million and is expected to be up and running by the end of 2020 with direct fibre connections available to approximately 270 homes and businesses within the communities of Yatton, Creek Bank and Goldstone.

March 12, 2020 – Mayor and CAO meet with Grant Roughley, President of NFTC, to discuss their project plans and timing of broadband project.

March 25, 2020 – Township receives draft telecommunications access agreement. Agreement is circulated amongst key staff for review and comment.

May 5, 2020 – Township receives a revised draft agreement reflecting all requested changes noted by staff.

Note-an authorizing by-law with the Telecommunications Access Agreement is included in this agenda for Council consideration.

FINANCIAL CONSIDERATIONS

There are no costs to the Township in authorizing this agreement.

ATTACHMENTS

NFTC Wellington SWIFT Layout

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☒ Modernization and Efficiency

☐ Municipal Infrastructure

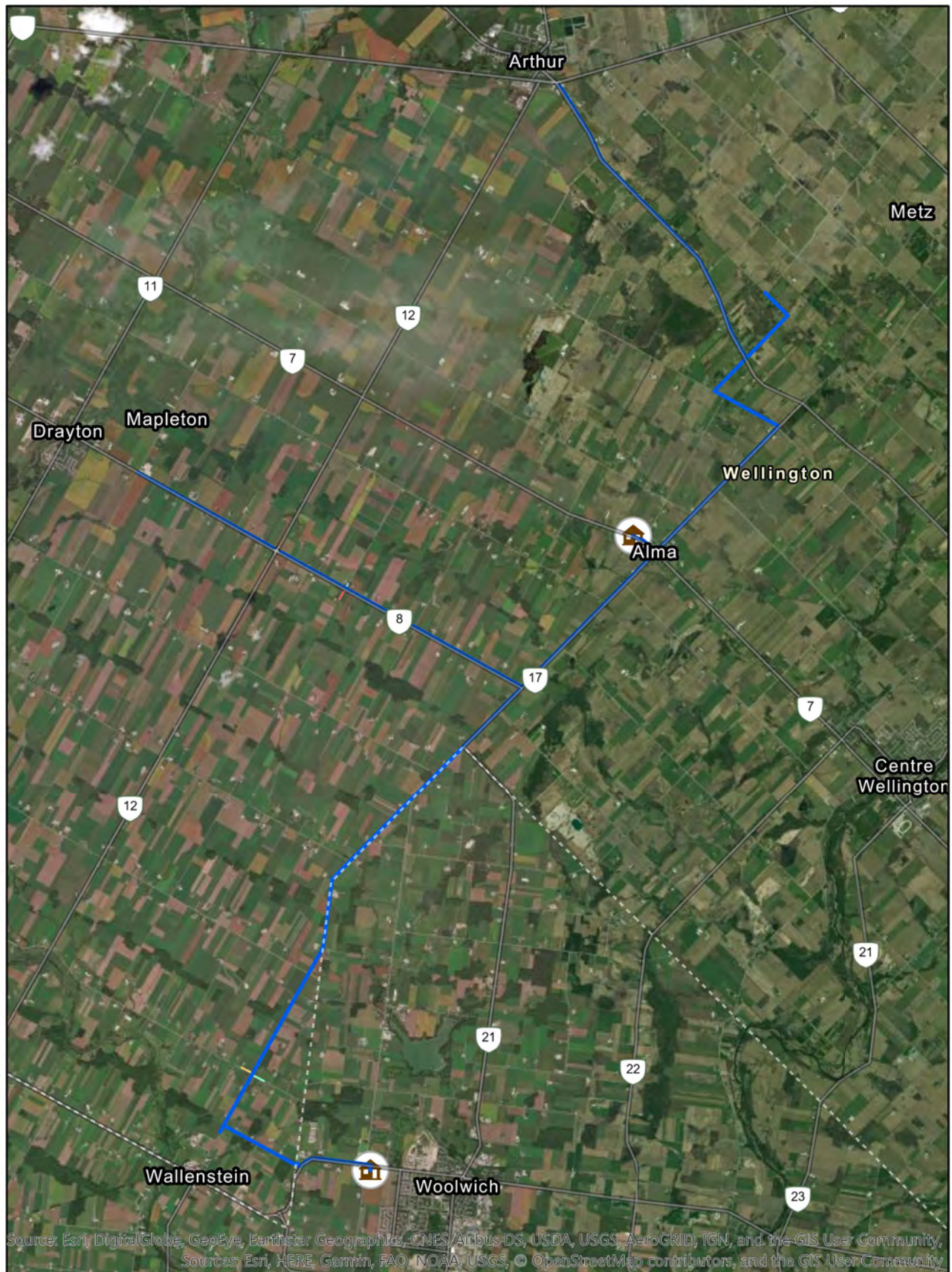
☐ Partnerships

☐ Alignment and Integration

Prepared By: Michael Givens, CAO

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*

NFTC Wellington SWIFT Layout





WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 19, 2020

From: Michael Givens, CAO

Subject: CAO 2020-005 We the North Fire Service Agreement

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CAO 2020-005 being a report on We the North Fire Service Agreement;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into an agreement with the Town of Minto for the purposes of provision of services to support Wellington North Fire Service including but not limited to the role of Fire Chief for the Township of Wellington North.

PREVIOUS PERTINENT REPORTS

2019 – 2022 Corporate Strategic Plan-Partnerships

7.0 Increased collaboration and partnerships with other organizations and municipalities to share resources, cost sharing and potential cost recovery fees wherever possible.

Wellington County & Member Municipalities Service Review-20 in 20

- Share functional management services across the County or across lower tier municipalities
- Improve group purchasing process and combine purchasing power
- Implement lean management system for cost improvement

May 4, 2020-Closed Session-Northern Wellington Fire Service Presentation

BACKGROUND

Fire Chief Guilbault will be retiring from the Wellington North Fire Service on May 31, 2020 after more than 45 years of service.

Township of Wellington North, led by the CAO, Fire Chief and Mayor recognizing the Chief's pending retirement, starting to consider options in December of 2019.

In January of 2020, parties representing Mapleton, Minto and Wellington North gathered to discuss the future of Fire Services in the northern part of Wellington County. Those discussions were productive, and all parties agreed to continue pursuing a Shared Fire Services Management approach that would build on the existing expertise and respective strengths of each fire service and have a collaborative management team to handle administration of all the stations. This approach will further highlight opportunities to share equipment and allow for even greater sharing of service elements such as training, education and apparatus expertise. This is a model which has been utilized successfully in Huron County. The Fire Chiefs for each municipality worked collaboratively to develop presentation materials that would be presented to the firefighters and officers for each department.

The COVID-19 emergency interrupted discussions on this collaborative project and has made developing and communicating plans more challenging and has slowed the intended progress in this joint effort while working toward tight timelines. Below is a list of meetings and events.

April 14, 2020 – Zoom meeting-Chief Guilbault presents information on Shared Fire Service Management to Deputy Chiefs and Chaplain.

April 22, 2020 – Zoom meeting-Chief Harrow, CAO Givens make efforts to address questions from the April 14th meeting and provide context around Wellington County & Member Municipalities Service Review-20 in 20 with Deputy Chiefs and Chaplain.

April 29, 2020 – Zoom meeting-Chief Guilbault presents information on Shared Fire Service Management to all WNFS Officers.

May 2, 2020 – Chief Guilbault circulated via email information surrounding the Shared Fire Service Management

Minto and Wellington North have been able to move forward and establish a Fire Service Agreement that will address Wellington North's need for a Fire Chief and implement a Fire Service Management Team to ensure that front line response, training and fire prevention activities will proceed seamlessly in both Minto and Wellington North. The municipal solicitor for both of Minto and Wellington North has reviewed and confirmed the legality of the agreement.

The agreement term runs from June 1 to December 31, 2020 allowing all parties to assess the success of the collaboration, making changes if needed and further discussions with Mapleton.

Note-

1. Fire Chief appointment by-law is included in this Council agenda.
2. Authorizing by-law for entry into agreement with Town of Minto is included in this agenda.

FINANCIAL CONSIDERATIONS

With the transition from the existing fire services contract to the new proposed agreement, the Township of Wellington North will see a minimal reduction in costs in 2020 (\$4000).

Increased buying power and collaborative purchasing could result in additional future savings for both parties.

ATTACHMENTS

Attachment 1-Copy of Northern Wellington Shared Fire Services-PowerPoint Presentation shared with firefighters.

Attachment 2-Fire Service Agreement-Minto/Wellington North

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☒ Modernization and Efficiency
☐ Municipal Infrastructure

☒ Partnerships
☒ Alignment and Integration

Prepared By: Michael Givens, CAO

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*

NORTHERN WELLINGTON SHARED FIRE SERVICES

MAINTAIN OUR IDENTITY AND WORK TOGETHER



WHAT IS SHARED SERVICES?

- UTILIZING EXISTING SERVICES AND SHARING THE RESOURCES AMONGST THE MUNICIPALITIES
- REALIZE COST SAVINGS IF APPLICABLE BY STREAMLINING PROCESSES AND EQUIPMENT USE
- “DO MORE WITH LESS”
- EACH DEPARTMENT MAINTAINS THEIR OWN IDENTITY!
- SHARE MANAGEMENT TEAM TO OVERSEE ALL OF THE FIRE DEPARTMENT’S ACTIVITIES

SHARING MANAGEMENT SERVICES

- THE 3 DEPARTMENTS UTILIZE THE SAME MANAGEMENT TEAM TO OVERSEE THE DAY TO DAY OPERATIONS OF EACH FIRE DEPARTMENT
- MANAGEMENT TEAM WORKS ON AND DELIVERS 3 SEPARATE BUDGETS TO 3 SEPARATE COUNCILS
- BY HAVING THE SAME TEAM MANAGE ALL 3 BUDGETS, EFFICIENCIES CAN HOPEFULLY BE FOUND IN OPERATING AND CAPITAL COSTS

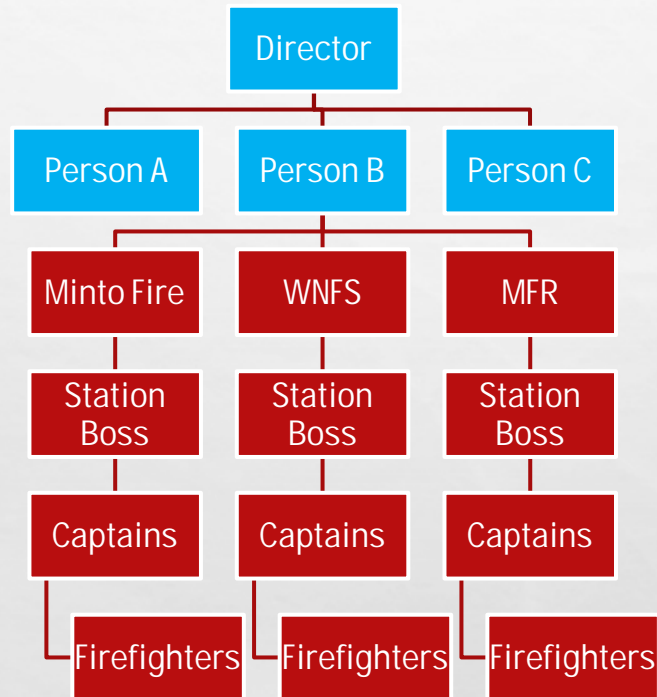
SHARED MANAGEMENT SERVICES

- MANAGEMENT TEAM STRIVES TO COMPLETE AS MUCH OF THE PAPERWORK AS POSSIBLE FOR THE DEPARTMENTS
- INCLUDES:
 - INCIDENT REPORTING, TRAINING RECORDS/NFPA CERTIFICATIONS, LESSON PLANNING/TRAINING MATERIAL, FILING OF TRUCK CHECKS/EQUIPMENT SHEETS, BASIC HUMAN RESOURCE FUNCTIONS, SOCIAL MEDIA AND WEBSITE UPDATES, COUNCIL REPORTS, PURCHASING, ETC...

GOALS OF MANAGEMENT TEAM

- TO TAKE THE BURDEN OF PAPERWORK (AS MUCH AS WE CAN) OFF OF THE VOLUNTEER FIREFIGHTER
- TO KEEP YOUR JOB AS A VOLUNTEER FIREFIGHTER SUSTAINABLE SO YOU ARE NOT USING THE TIME YOU HAVE TO DEDICATE TO THE DEPARTMENT DOING ADMINISTRATIVE WORK

PROPOSED STRUCTURE



**Titles to determined
later on in the process

MAIN POINTS OF STRUCTURE

- NO DECISIONS ON TITLES OR RANKING SYSTEM FOR A WHILE. WILL WORK OUR WAY THROUGH IT TOGETHER
- EACH DEPARTMENT MAINTAINS THEIR OWN IDENTITY, WE ARE NOT BECOMING ONE FIRE DEPARTMENT!
- 4 BLUE TILES WILL BE FUNCTIONAL POSITIONS, WITH EACH TILE LOOKING AFTER SPECIFIC FUNCTIONS IN THE DEPARTMENTS

FUNCTIONAL ADMIN ROLES

- AREAS SUCH AS FIRE PREVENTION, LOGISTICS/EQUIPMENT, SOCIAL MEDIA, COMMUNICATIONS AND PUBLIC INFORMATION
- TRAINING AND OPERATIONAL SUPPORT, CISM SUPPORT, EMERGENCY MANAGEMENT
- ALL BEHIND THE SCENES WORK NEEDED TO KEEP DEPARTMENTS MOVING FORWARD

FIREFIGHTING OPERATIONS

- WILL NOT SEE MUCH CHANGE, ALL VOLUNTEERS WILL STILL BE EXPECTED TO RESPOND TO ALL CALLS AND RUN THE INCIDENTS AS THEY ARISE AND ATTEND ALL TRAINING SESSIONS THROUGHOUT THE YEAR
- THE PURPOSE IS TO SUPPORT YOU TO RUN THE MAJORITY OF THE INCIDENTS SAFELY AND EFFECTIVELY

CONCLUSION

- THIS BLENDED MANAGEMENT TEAM WILL BE A HUGE BENEFIT TO EVERYONE
 - ALWAYS HAVE ACCESS TO A SENIOR MANAGEMENT PERSON
 - INCREASED RESPONSE CAPABILITIES
 - INCREASED BUYING POWER AS A GROUP
 - EFFICIENCY IN EQUIPMENT LAYOUTS AND LOCATIONS



Quarterly Newsletter of Wellington North Power Inc.

Quarter 1: January 1st to March 31st 2020

A quarterly update for Municipal Councillors and Shareholders summarizing Wellington North Power Inc.'s initiatives and performance.

Message from the CEO / President

Welcome to this 1st quarter 2020 edition of the Wellington North Power Quarterly Newsletter.

As I take a moment to reflect back on 2019, I am happy to report that Wellington North Power finished the year strong. We completed our planned capital programs; solicited customer feedback through our online customer survey; continued to provide financial support programs like Affordability Fund Trust, Low-income Emergency Assistance Program and Ontario Electricity Support Program to our customers; and provided support to developers through planning and design.

Due to the COVID-19 pandemic, we have needed to adjust our approach and planning of work activities; however we remain optimistic. We have implemented new safety protocols to protect our employees and our customers. Although our front doors are closed, we continue to actively serve our community. Staff are available to take calls, answer emails and respond to emergencies.

In an effort to provide additional support, the Management and Directors have decided to defer an adjustment to our distribution rates that was approved by the Ontario Energy Board. The rate adjustment would have resulted in a small increase in rates, effective May 1st 2020.

Jim Klujber – CEO/President, Wellington North Power Inc.

1. Our Commitment

As your local electricity distribution company, we take pride in providing safe, reliable electricity distribution to consumers in the urban areas of Arthur, Holstein and Mount Forest.

Our Mission Statement is: *"Wellington North Power Inc. (WNP) shall provide its customers with the most cost effective delivery of electricity safely, reliably and efficiently. This will be done while providing superior customer service and promoting customer education and green initiatives within its service area."*

Our strategic objectives are to:

- Manage a safe and reliable distribution system in an efficient and cost effective manner.
- Provide outstanding customer service.
- Continue to increase shareholder value.
- Meet all regulatory obligations.

2. 2020 Priorities

- Maintain day-to-day activities: System reliability, safety and customer service;
- Promote Health & Safety to protect staff and the general public;
- Complete capital projects adhering to safety regulations with no reported injuries;
- Work with and support stakeholders with encouraging economic growth in our communities;
- Control and manage operating expenses and capital expenditures;
- Comply with the Ministry of Energy and the energy regulator rules and codes; and
- Keep abreast of activities and speculation in the energy sector.

3. Updates

Business

- WNP is preparing a Cost of Service application for approval of May 1st 2021 rates and a 5-year capital investment plan which is due to be filed with the Ontario Energy Board in the 3rd Quarter of 2020.
- WNP staff implemented new safety protocols and measures to protect employees and customers. We continue to develop better process and procedures as we learn to adapt to the new requirements.
- A new software upgrade for our metering data and monitoring systems was implemented. The software that was being used was no longer being maintained by the developer. In addition, the software did not support the new functionality available in new meters.
- Redhead Media, on behalf of Wellington North Power, completed the 2020 ESA Public Safety Awareness Survey. The survey is mandated to be completed every two years. The Public Safety Awareness Index score for this latest survey was 83.5% (2018 was 83.3% and 2016 82.4%).

Government:

- The Ontario Energy Board issued new customer service rules that enhance protection for electricity and natural gas consumers. The new rules have been implemented at WNP.
- The Ministry of Energy is seeking input into “Tiered Pricing Optionality”. Customer could possibly have options to choose their tiered times moving away from designated Time of Use periods.
- The Province suspended time-of-use electricity rates holding electricity prices to the off-peak rate of 10.1 cents per kilowatt-hour for a 45-day period starting March 24th 2020.
- The Ontario Energy Board extended the current ban on electricity disconnections for non-payment for residential customers until July 31, 2020. This amendment also includes no disconnections of small businesses for non-payment until July 31, 2020.

4. Scorecard

Wellington North Power Inc. uses a Scorecard as an indicator to measure and monitor monthly performance in the four core areas of:

- a) Financial control - income, revenue and operating expenses;
- b) Reliability and safety - planned and unplanned power outages and events;
- c) Customer Service - telephone answer rate, scheduling of work, new connection rate, billing accuracy;

Below is a summary of the key elements of the Scorecard as at (year-to-date):

Indicator	Measure	Variance (YTD Target)	Notes (Summary of variance: Year-to-Date versus 2020 Plan).
Financial Value	Net Income	-57%	Year-to-date income is 57% below YTD budget – lower revenue and delay to capital programs.
	Revenue	-2%	Year-to-date revenue is 2% below YTD budget – not uncommon during 1 st quarter.
	Expenses	4%	Year-to-date operating expenses are 4% over YTD budget typical during 1 st quarter.
Reliability	Power Outages due to WNP	-81%	No major outages caused by WNP in Q1. Target maximum is 0.22, actual 0.04.
Service Quality	Customer Services indices	14%	WNP is performing ahead for each of the measured service indices in 2020. Services indices targets are set by the energy regulator. (E.g. calls answered, appointments scheduled and completed.)

Legend	Green	On plan / ahead of target
	Amber	Slightly behind plan – to monitor closely
	Red	Behind plan – remedial action required

Note: The “Financial Value” amounts shown are unaudited numbers.

5. Major Projects for 2020

Project	Scope
Pole Line Projects	Wellington North Power plans to complete a number of smaller pole replacement projects.
System Access Projects	WNP will continue to work on a number of smaller projects that will facilitate the connection of new customers.
General Plant	Network and IT Upgrades
General Plant	Replacement of bucket truck.

6. Outlook

- a) The Affordability Fund Trust (AFT) was launched by the Government in late 2017 with annual provincial funding of \$100 million. This program provides energy efficiency measures and upgrades (LED lights, weather-stripping, and certified energy-efficient appliances) to consumers who are not eligible for other low-income energy conservation programs or are unable to make energy efficient improvements without financial assistance. Participation in this program is low with 30 participants to date (up from 23 in the 4th quarter of 2019).
- b) WNP continues to promote and assist customers in applying for the Ontario Energy Support Program (OESP) initiative. The OESP program provides financial assistance to eligible low-income households and seniors in our community. Approximately 12% of WNP's customers are participating in the program.
- c) In order to further assist our customers, WNP is deferring applying the OEB-approved rate increase on May 1st 2020. The rate adjustment would have resulted in a small increase in rates to all our customers.
- d) WNP has made the required changes to align with the new customer service rules that came into effect in March 2020. The rules were reviewed by the OEB and have been amended to "strengthen protection for electricity and natural gas consumers". Changes include customers will have 20 days (up from 16 days) to pay their bill; customers will receive an "Overdue Notice" if they have not paid their account on the Due Date; and the period for physical disconnection because of non-payment will be 14 days (up from 11 days). The Customer Service team will be testing system modifications that are necessary to cope with the new rules and will inform our customers of the pending changes by social media postings, information on our website and at the service counter.
- e) WNP has completed the majority of the engineering for the 2020 capital pole line rebuilds.
- f) Annual line clearing (tree trimming) activities will began in the 1st quarter of 2020. WNP maintains a minimum clearance between vegetation and power lines for safety and system reliability.
- g) WNP is reviewing and making changes to our work procedures to allow our employees to work safely and protect our customers.

Should you have any questions or feedback or require further information, please contact Jim Klujber (CEO/President) jklujber@wellingtonnorthpower.com or telephone 519-323-1710.



1078 Bruce Rd. 12, P.O. Box 150, Formosa ON Canada N0G 1W0
Tel 519-367-3040 Fax 519-367-3041 publicinfo@svca.on.ca www.svca.on.ca

PRESS RELEASE

For Release: Immediately

May 11, 2020

Saugeen Conservation Hires New General Manager

Saugeen Conservation (SVCA) is pleased to announce that Jennifer Stephens will become the new General Manager / Secretary - Treasurer, effective June 1, 2020.

“We are very pleased that Ms. Stephens will be joining our team and look forward to her building on our strong foundation which has been established over the past 70 years,” stated SVCA Chair, Dan Gieruszak.

Ms. Stephens will be replacing Dick Hibma, Interim General Manager / Secretary-Treasurer, who was formerly the Chair of Conservation Ontario. Ms. Stephens brings over 15 years of progressive experience to this role. She excels in the areas of strategic planning, change management and leadership. She has a proven track record of stakeholder engagement, collaboration, and developing service driven teams that have clear priorities and expectations. Further, Ms. Stephens has detailed knowledge of Conservation Authority programs, administration, and finances, having worked with Conservation Ontario and directly with nine Conservation Authorities. During her tenure at Conservation Ontario she was also involved in the review of the Great Lakes Water Quality Agreement.

She comes to SVCA with experience in both rural and urban areas. Most recently she has worked at the Toronto and Region Conservation Authority, where she was Manager of the Drinking Water Source Protection Program. In this role, she engaged with numerous stakeholders, including 33 municipalities, industry, agriculture, and developers. Her position encompassed the Credit Valley, Toronto and Region, and Central Lake Ontario Conservation Authority jurisdictions, which has more than 6.5 million residents.

“I am truly excited to be working in this area of tremendous potential and opportunity. Now is a critical time to engage authority members, staff, municipal stakeholders and the Province to ensure development and sustainable environmental safeguards are working together to improve the safety and quality of life of everyone within the SVCA watersheds”, says Ms. Stephens.

The members of SVCA extend their sincerest gratitude to Dick Hibma for his leadership and passion as our Interim General Manager / Secretary-Treasurer.

For more information, please contact:

Dick Hibma, General Manager / Secretary-Treasurer, SVCA

Cell: 519-369-7206

or

Dan Gieruszak, Chair, SVCA

Cell: 226-668-9182

A MEMBER OF

**Watershed Member Municipalities**

Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands, Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce, Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North, Town of Saugeen Shores, Township of Southgate, Municipality of West Grey



Wellington North Power Inc.

290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425

www.wellingtonnorthpower.com

E-mail: wnp@wellingtonnorthpower.com
ESA # 7012854

May 11th 2020

Mayor Andrew Lennox and Members of Council
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Lennox and Members of Municipal Council:

Re: **Wellington North Power Inc. - 2020 Annual Dividend**

On April 28th the Board of Directors of Wellington North Power Inc. passed a resolution (# 2020-0428-105) declaring that no dividend payment shall be made to the Shareholders in 2020. The decision adheres to the company's "Dividend Policy" signed March 1, 2018.

Background

The 2019 financial results exceeded expectations and under normal circumstances, a dividend payment would likely have been approved.

Given the current COVID-19 pandemic, declared State of Emergency in Ontario and legislative mandates from the Ministry of Energy and the Ontario Energy Board, there is uncertainty about Wellington North Power Inc.'s cash-flow, operating expenses and revenues for 2020. It was therefore deemed prudent to declare no dividend payment for 2020.

Wellington North Power is supporting customers by withholding interest rate fees on late payments, offering alternative payment solutions and deferring the rate increase as approved by the Ontario Energy Board for May 1st 2020 rates.

Should you have any questions please do not hesitate to contact me.

Yours truly,

Jim Klujber
CEO / President

IJC Great Lakes Water Levels Webinar

May 13, 2020

To the Board Members of Saugeen Conservation

I participated in this webinar on Friday, May 8th, as did Shaun, Jo-Anne, Matt, and Erik.

There are some very meaningful points that came out of this so I would like to provide a summary document to share with the Board, our member municipalities, and through our social media to the broader public to accompany the link to the webinar below.

Key points we took away are:

1. The IJC is a bi-national organization that monitors waters that cross the international boundary between the USA and Canada, and their role is to make recommendations pertaining to the stewardship of these waters. However, it is up to the 2 federal governments along with the neighbouring states and provinces who decide on which of those recommendations to implement, or not.
2. The IJC does not have any role in approving or managing the diversions, flow rates and out flows from the Lakes.
3. There are essentially only two points of control on the Great Lakes basin, at Sault Ste. Marie, and downstream of Lake Ontario, the Moses Saunders dam, and these two control points are managed in an attempted balance of various interests.
4. Adaptive management is in place to advise Federally appointed Control Boards of proposed adjustment to controls as conditions change.
5. Lake Huron level increase is influenced more by precipitation and runoff and not control features in Saint Mary's River/Lake Superior water level.
6. Outflow from Lake Huron is not regulated in St. Clair River.
7. The long-term precipitation and temperature trend line is concerning!
8. The range of lake level variation differs from lake to lake but Lakes Michigan-Huron-Georgian Bay range is >6 feet between the all time low and the all time high!
9. Month by month through 2020 so far Lakes Michigan-Huron-Georgian Bay is at all time highs for our lake, and this trend is dependent on how much precipitation we get going forward as to whether records continue to fall.
10. Shoreline erosion and flooding due to lake surges/wave setup due to high wind/storm events will continue due to sustained or increasing Lake Huron lake levels.

Here is the link to the IJC Webinar that happened Friday May 8, 2020 on water levels on the upper Great Lakes.

The first 25 minutes is the slide deck and then there is an hour of questions and answers.

<https://register.gotowebsinar.com/recording/viewRecording/7648922369963021582/8835556000812677648/j.harbinson@svca.on.ca?registrantKey=3425227616879235851&type=ATTENDEEEMAILRECORDINGLINK>

There was a good article in the Conservation Ontario Newsletter, also on Friday May 8th, on Climate change and flooding/adaptive management through buy out copied in below. The blue “article” below will take you to it.

Managed Retreat from High Flood Risk Areas

University of Waterloo researchers recently published an [article](#) about the considerations needed in designing property buyout programs after flood events. They suggest the key policy considerations should balance efficiency, social acceptability and political feasibility. They propose the effectiveness of managed retreat could be strengthened in Canada by identifying priority areas to target, drawing lessons from past property buyout programs and building supportive partnerships between governments, private sector firms and non-governmental organizations.

Enjoy the reading / viewing /listening. And share as you wish.

Dick Hibma

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

BY-LAW NUMBER 042-20

**BEING A BY-LAW TO AMEND BY-LAW 113-19 BEING A BY-LAW
TO ESTABLISH THE 2021 RECREATION FEES AND CHARGES**

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

1. **THAT** Schedule A attached to By-law 113-19 be replaced with Schedule A attached hereto.
2. **THAT** this by-law shall come into force on January 1, 2021.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF MAY, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

RECREATION 2021 FEES AND CHARGES

	2021	2021 Holiday
LARGE HALL & AUDITORIUM		
Stag & Doe	\$857.25	\$1,028.75
Prime Rental (Friday to Sunday)	\$651.25	\$781.50
Wedding Set Up (Friday 8:30am to 4pm)	\$156.00	
Non-Prime (Monday to Thursday)	\$365.25	\$438.25
Tournament Rates (Minor Sports)	\$258.00	\$309.50
Hourly Rate	\$60.00	\$75.00
SMALL HALLS & MEETING ROOMS		
Conn Hall	\$81.00	
Damascus Hall	\$88.50	
Arthur Upper Leisure Hall (NL 160, LnD 160, LwD 160)	\$233.50	\$280.25
Mount Forest Upper Leisure Hall (L75, NL 85, Chairs 120)	\$233.50	\$280.25
Mount Forest Plume Room (L60, NL 70, Chairs 90)	\$233.50	\$280.25
Mount Forest Lower Leisure Hall (L75, NL 85, Chairs 120)	\$233.50	\$280.25
Hourly Rate	\$35.00	\$47.50
SPECIAL USER GROUP RATES		
Lions Club Bingo	\$191.50	\$229.75
Blood Donor Clinic	\$185.50	\$220.12
Seniors Club / Shuffleboard (per hour)	\$18.50	\$21.50
Mount Forest Family Health Team (per hour)	\$22.00	
Local User Groups (Meeting Space)	\$0.00	
ARENA FLOOR (SUMMER)		
Minor Sports (per hour)	\$52.50	\$63.00
Local Sports Adult (per hour)	\$64.50	\$77.25
Non-Resident Sports Adult (per hour)	\$72.00	\$86.75
Non Prime Sports (per hour): Monday to Thursday 8am - 3pm	\$40.00	
Prime Event Rental (Daily): Friday to Sunday	\$651.25	\$781.50
Non Prime Event Rental (daily): Monday to Thursday	\$365.25	\$438.25
ARENA FLOOR ICE (WINTER)		
Minor Sports (per hour)	\$114.75	\$137.75
Local Adults (per hour)	\$135.00	\$162.00
Non Prime (per hour): Monday to Friday 7am - 3pm	\$114.75	\$137.75
Open/Available Sell-Off Ice Rental (per hour) (booked less that 24hours in advance)	\$60.00	
School Skating Rate (per hour)	\$55.50	
Non Resident (per hour)	\$154.00	\$184.75
Mount Forest Summer Ice (per hour)	\$167.50	\$200.00
BALL DIAMONDS		
Local Minor Ball - no lights (per game)	\$39.25	\$46.25
Adult Rates - no lights (per game)	\$48.00	\$56.50
Tournament - serviced (daily)	\$226.00	\$265.75
Tournament - not serviced (daily)	\$155.00	\$185.00
Lights (per game)	\$15.50	\$18.75
SOCCER FIELDS		
Per Game	\$30.00	\$36.26
Seasonal Rate for Minor Soccer	\$6,756.50	
Tournament - not serviced (daily)	\$155.00	\$185.00
Lights On - Charge per Game	\$15.50	\$18.75
PAVILIONS		
Daily Rental	\$233.50	\$280.25
Hourly Rate	\$35.00	\$47.50
Camping (Special Events Only) Daily Rate	\$35.00	\$47.50

RECREATION 2021 FEES AND CHARGES

	2021	2021 Holiday
STORAGE SPACE		
Outdoor	\$255.75	
Interior Storage Room	\$322.50	
JR. C – Club Room	\$634.75	
CORKAGE		
7 oz Plastic Cup	\$0.13	
14 oz Plastic Cup	\$0.18	
Bag of Ice	\$3.65	
2L Bottle of Pop	\$3.65	
Wrist Bands	\$0.28	
SPONSORSHIPS & ADVERTISING		
Public Skating Sponsorship (1.5 hours)	\$150.00	
Public Swimming Sponsorship (2 hours)	\$150.00	
Baseball Diamond Advertising (3.5' x 6')	\$385.00	
Mount Forest Walking Track Advertisement (3.5' x 6')	\$385.00	
Arthur Wall Advertisement (3.5' x 6')	\$385.00	
Single Board Advertisement (4' x 8')	\$385.00	
Ice Resurfacer Advertising (per year, 3 year agreement)	\$1,500.00	
Score Clock Advertisement (4 sides)	\$423.50	
One Time Lexan Fee (Initial Installation Board Advertisement)	\$300.00	
SKATING & WALKING TRACK GENERAL ADMISSION (includes HST)		
1 Visit - Individual Skating	\$3.00	
1 Visit - Stick & Puck	\$5.00	
1 Visit - Family Skate: up to 5 members same household	\$10.00	
10 Visit Pass - Individual Skating	\$25.00	
10 Visit Pass - Stick & Puck	\$40.00	
10 Visit Pass - Family Skate: up to 5 members same household	\$100.00	
1 Visit - Walking Track	\$2.50	
Monthly Pass - Walking Track	\$16.00	
SWIMMING LESSONS (includes HST)		
Parent & Tot 1, 2, 3	\$70.00	
Preschool A, B, C	\$75.00	
Beginner	\$75.00	
Swimmer 1 - 4	\$75.00	
Swimmer 5 - 10	\$80.00	
Bronze Medallion & Emergency 1st Aid with CPR B	\$200.00	
Bronze Cross with CPR C	\$175.00	
1/2 Hour Private Lesson (5 Lessons)	\$120.00	
1/2 Hour Private Lesson (10 Lessons)	\$220.00	
1/2 Hour Semi-Private Lesson (5 Lessons)	\$100.00	
1/2 Hour Semi-Private Lesson (10 Lessons)	\$180.00	
Non Resident Fee	\$18.00	

RECREATION 2021 FEES AND CHARGES

	2021	2021 Holiday
SWIM PROGRAMS (includes HST)		
Swim Team (Non Resident Fee Does Not Apply)	\$72.00	
Aquafit (1 Visit)	\$5.00	
Aquafit (8 Class Pass)	\$36.00	
RENTALS		
Pool Rental (1 hour, 0-30 people, 2 Guards)	\$120.00	
Pool Rental (1 hour, 31+ people, 3 Guards)	\$150.00	
Pool Rental School Rate (1 hour, 3 Guards)	\$90.00	
POOL GENERAL ADMISSION (includes HST)		
Infants & Toddlers (2 years of age and under)	\$0.00	
Individual (1 Visit)	\$4.00	
Individual (20 Visit Pass)	\$70.00	
Individual (Season Pass)	\$100.00	
Family Pass (1 Visit) up to 5 members same household	\$15.00	
Family Pass (20 Visit Pass) up to 5 members same household	\$210.00	
Family Pass (Season Pass) up to 5 members same household	\$250.00	
DAY CAMP RATES (includes HST)		
Weekly Rate	\$145.00	
Weekly Rate (2+ Children in the same Household)	\$130.00	
Daily Rate	\$33.00	

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 043-20

A BY-LAW TO SET THE RATES FOR 2020 TAXATION AND TO PROVIDE FOR THE COLLECTION THEREOF.

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,
Sections 307, 308 and 312.

WHEREAS pursuant to Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class;

AND WHEREAS the Council of the Corporation of the Township of Wellington North has passed By-law Number 003-20 to adopt the estimates of all sums required during 2020 for the purposes of the municipality;

AND WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios;

AND WHEREAS the Council of the County of Wellington has passed By-law No. 5660-20 being a by-law to set tax ratios for the County of Wellington and for all local municipalities within the boundaries of the County for the year 2020 as follows:

Residential/Farm	1.000000
Multi Residential	1.900000
New Multi Residential	1.100000
Commercial	1.491000
Industrial	2.400000
Landfill	1.526000
Pipeline	2.250000
Farmlands	0.250000
Managed Forests	0.250000

AND WHEREAS the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 6/20.

AND WHEREAS the Council of the County of Wellington has passed By-law Number 5646-20 being a by-law to adopt the estimates for the sums required during the year 2020 for general purposes for the County and By-law Number 5661-20 to establish tax rates for the same against the local municipalities;

AND WHEREAS the Council of the County of Wellington, in said By-law Number 5660-20 established tax rate reductions as follows

1. the vacant land and excess land subclasses in the commercial property class is 0%
2. the vacant land and excess land subclasses in the industrial property class is 0%
3. the first class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 25%
4. the second class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 0%

AND WHEREAS the Assessment Roll compiled in 2019 and upon which taxes for 2020 are to be levied, was received from the Municipal Property Assessment Corporation in December, 2019, the whole of the assessment for real property, according to the said last assessment roll, is as follows:

Residential/farm property class	1,097,107,109
Residential – Shared as PIL	115,000
Multi-residential property class	19,779,500
Commercial property class – full	82,340,300
Commercial property class – excess land	2,339,600
Commercial property class – vacant land	2,375,300
Commercial(New Cons)Small Farm Bus	18,000
Industrial property class – full	27,016,400
Industrial property class – excess land	295,000
Industrial property class – vacant land	403,000
Large Industrial property class – full	15,054,800
Industrial Hydro property class	93,400
Pipeline property class	4,526,000
Farmlands property class	886,567,700
Managed Forest property class	4,090,200
New Construction Commercial – full	34,988,000
New Construction Commercial-Excess Land	69,000
New Construction Industrial – full	1,313,000

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

1. In this by-law; "Property Classes" are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farmlands property class, and the managed forests property class.

"Township" means the Corporation of the Township of Wellington North.
2. That the sums to be raised by means of taxation for the year 2020 be as follows:
 - a) for general municipal purposes a sum of \$7,672,957.
 - b) for County purposes a sum of \$10,173,027.
 - c) for education purposes a sum of \$3,782,220.
3. That there shall be levied and collected upon the whole assessment for real property, according to the last certified assessment roll, the rates of taxation for the year 2020 as set out below;

Property Class	Own Purpose	County	Education	Total
Res/Farm	.00463408	.00614399	.00153000	.01230807
Res – Shared	.00463408	.00614399	.00153000	.01230807
Multi-Res	.00880474	.01167358	.00153000	.02200832
New Multi Res	.00509748	.00675839	.00153000	.01338587
Commercial - full	.00690941	.00916069	.00924236	.02531246
Commercial - excess	.00690941	.00916069	.00924236	.02531246
Commercial - vacant	.00690941	.00916069	.00924236	.02531246
Commercial – Small Farm Business	.00690941	.00916069	.00245000	.01852010
Industrial - full	.01112178	.01474558	.01250000	.03836736
Industrial - excess	.01112178	.01474558	.01250000	.03836736
Industrial - vacant	.01112178	.01474558	.01250000	.03836736
Industrial Hydro	.01112178	.01474558	.01250000	.03836736
Industrial-Small Farm Business	.01112178	.01474558	.00245000	.02831736
Landfill – PIL	.00707160	.00937573	.00811182	.02455915
Large Industrial	.01112178	.01474558	.01250000	.03836736
Large Indust Excess	.01112178	.01474558	.01250000	.03836736

Pipeline	.01042667	.01382398	.01250000	.03675065
Farmlands	.00115852	.00153600	.00038250	.00307702
Managed Forests	.00115852	.00153600	.00038250	.00307702
New Const Industrial	.01112178	.01474558	.00980000	.03566736
New Const Industrial Excess	.01112178	.01474558	.00980000	.03566736
New Const Industrial Small Farm Business	.01112178	.01474558	.02450000	.05036736
New Const Comm	.00690941	.00916069	.00924236	.02531246
New Const Comm Excess	.00690941	.00916069	.00924236	.02531246
New Const Comm Small Farm Business	.00690941	.00916069	.00245000	.01852010

4. For the Year 2020 the Township shall levy upon the assessment of the Property Classes of property owners in the former Town of Mount Forest and the former Village of Arthur, the following tax rates for Street Lighting (Municipal Levy) ;

<u>Property Class</u>	<u>Street Lighting</u>
Res/Farm	.00018861
Res – Shared	.00018861
Multi-Res	.00035835
New Multi-Res	.00020747
Commercial-full	.00028121
Commercial-excess	.00028121
Commercial-vacant	.00028121
Commercial Small Farm Business	.00028121
Industrial-full	.00045266
Industrial- excess	.00045266
Industrial-vacant	.00045266
Industrial Shared	.00045266
Industrial Small Farm Business	.00045266
Landfill	.00028781
Large Industrial	.00045266
Large Industrial- Excess	.00045266
Pipeline	.00042437
Farmlands	.00004715
Managed Forests	.00004715
New Construction Industrial	.00045266
New Construction Industrial Excess	.00045266
New Construction Industrial Small Farm Business	.00045266

New Construction Commercial	.00028121
New Construction Commercial Excess	.00028121
New Construction Commercial	
Small Farm Business	.00028121

5. Other local improvement and special charges including business improvement area, tile drainage loans, sewer rates, rural street lighting charges, plus any other eligible/applicable charges shall be added to the tax roll and collected in the same manner as taxation.
6. That save and except that portions of taxes and other special rates levied by the Interim Levy under Section 317 of the Municipal Act, 2001 the taxes levied on the Residential, Farmland, Managed Forest, Pipeline, Commercial, Industrial and Multi-Residential classes, including all other rates, to be raised in 2020 shall become due and payable on the date of passing of this By-law, but may be paid in two installments as follows:

Due date of 1 st installment	August 28, 2020
Due date of 2 nd installment	October 23, 2020
7. Taxes shall be payable by cash, cheque or debit at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address. Taxes are also payable at most chartered banks and financial institutions, through the Internet, by telephone banking and pre-authorized payment plan.
8. Notwithstanding the provisions of the by-law, any additional taxes payable as a result of additions to the roll pursuant to the Assessment Act, R.S.O. 1990, Chapter A.31 shall be that portion of the amount of taxes which would have been levied for the current year if the assessment had been made in the usual way, and that portion shall be in ratio that the number of days remaining the current year bears to the number 365 and shall be entered in the Collector's Roll and collected in the same manner as if the assessment had been made in the usual way.
9. That the Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given indicated on the last revised Assessment Roll.
10. That failure to receive the aforesaid notice in advance of the date for payment of any instalment does not affect the timing of default or the date from which penalty shall be imposed.
11. A penalty of one and one quarter percent (1¼%) will be imposed for non payment of taxes on the first day of each calendar month thereafter the installment due dates in which default continues until December 31, 2020.

12. On all taxes in default on January 1, 2021, interest shall be added at the rate of one and one quarter percent (1¼%) per month for each month or fraction thereof in which default continues.
13. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
14. That in accordance with Section 347(1) of the Municipal Act, S.O. 2001, c. 25, as amended, the Collector be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time.
15. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
16. This by-law shall come into force on and take effect upon its final passing.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19th DAY OF MAY, 2020 .***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 044-20

**BEING A BY-LAW TO APPOINT A FIRE CHIEF FOR
WELLINGTON NORTH FIRE SERVICE AND TO REPEAL BY-LAW
079-14.**

WHEREAS the Fire Protection and Prevention Act authorizes by-laws for providing fire fighting and fire protection services and authorizes the establishment, maintenance and operation of a fire department to serve defined areas of the municipality;

AND WHEREAS The Corporation of the Township of Wellington North has established the Wellington North Fire Service.

AND WHEREAS The Corporation of the Township of Wellington North requires a Fire Chief for the operation of the Township of Wellington North Fire Service.

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

1. THAT Christopher Harrow be appointed Fire Chief for the Corporation of the Township of Wellington North;
2. THAT By-law Number 079-14 is hereby repealed upon the coming into effect of By-law Number 044-20;
3. This By-law shall come into effect on June 1, 2020.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF MAY, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 045-20

BEING A BY-LAW TO REPEAL PART OF BY-LAW 105-19 BEING A BYLAW TO APPOINT A COMMUNITY EMERGENCY MANAGEMENT COORDINATOR AND ALTERNATE(S) COMMUNITY EMERGENCY MANAGEMENT COORDINATOR FOR THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS the Council of the Corporation of the Township of Wellington North is desirous of repealing Section 2 of By-law 109-19

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

1. That Section 2 of By-law 105-19 wherein Dave Guilbault was appointed Alternate Community Emergency Management Coordinator for the Township of Wellington North be hereby repealed.
2. That this by-law shall come into force upon June 1, 2020.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19TH DAY OF MAY, 2020.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 046-20

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
TELECOMMUNICATIONS ACCESS AGREEMENT FOR THE
PURPOSES OF INSTALLING FIBRE-CABLING WITHIN TOWNSHIP
RIGHTS OF WAY BETWEEN NORTH FRONTENAC TELEPHONE
CORPORATION LIMITED AND THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

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

1. The Mayor and Clerk are authorized and directed to execute an Access Agreement in the form, or substantially the same form, as attached in Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF MAY, 2020**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

TELECOMMUNICATIONS ACCESS AGREEMENT

This agreement made this day of May , 2020.

Between

The Corporation of the Township Wellington North
herein called the "Township"
of the First Part

and

North Frontenac Telephone Corporation Ltd.
hereinafter called "**NFTC**"
of the Second Part

WHEREAS NFTC is a "Canadian carrier" as defined in the *Telecommunications Act*, S.C. 1993, c.38 ("**Telecom Act**") or "distribution undertaking" as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a "**Carrier**") and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the "**CRTC**");

AND WHEREAS, in order to operate as a Carrier, NFTC requires to construct, maintain and operate its Equipment in, on, over, under, across or along ("**Within**") the highways, streets, road allowances, lanes, other public places, bridges or viaducts which are under the jurisdiction of the Township (collectively, the "**Rights-of-Way**" or "**ROWS**");

AND WHEREAS, pursuant to section 43 of the Telecom Act, NFTC requires the Township's consent to construct its Equipment within the ROWs and the Township is willing to grant NFTC a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred by the Township on Third Parties to use or access the ROWs;

AND WHEREAS the Parties have agreed that it would be mutually beneficial to outline the terms and conditions under which the Township hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:
- (a) "**Affiliate**" means "affiliate" as defined in the *Canada Business Corporations Act*;
 - (b) "**Emergency**" means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
 - (c) "**Township Engineer**" means a firm or individual designated as such by the Township;
 - (d) "**Hazardous Substance**" means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
 - (e) "**Equipment**" means the transmission and distribution facilities owned by

NFTC and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located within the ROWs;

- (f) **"Municipal Consent"** or **"MC"** means the written consent of the Township, with or without conditions, to allow NFTC to perform Work within the ROWs;
 - (g) **"Permit"** means a MC or a ROP or both;
 - (h) **"Road Occupancy Permit"** or **"ROP"** means a Permit issued by the road authority of the Township authorizing NFTC to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work;
 - (i) **"Service Drop"** means a cable that, by its design, capacity and relationship to other fibre optic cables of NFTC, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
 - (j) **"Third Party"** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with NFTC; and
 - (k) **"Work"** means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by NFTC within the ROWs, including the excavation, repair and restoration of the ROWs.
- 1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.
- 1.3 **Schedules.** The following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

N/A

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The Township hereby consents to NFTCs' use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (**"Municipal Guidelines"**) pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.
- 2.2 **Restrictions on use.** NFTC shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs.
- 2.3 **Equipment acquired by NFTC.** The Parties agree that, where NFTC acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located within the ROWs (the **"New Equipment"**), then, effective the day of the acquisition of the New Equipment by NFTC:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing municipal access agreement with the Township (the **"Old MAA"**) and NFTC, directly or indirectly, acquires the rights and obligations under the Old MAA, the Old MAA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in NFTC any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment within the ROWs shall not create or vest in

the Township any ownership or property rights to the Equipment.

- 2.5 **Condition of ROWs.** The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and NFTC hereby agrees to accept the ROWs on an “as is” basis.

3. PERMITS TO CONDUCT WORK

- 3.1 **Where Permits required.** Subject to **Section 3.4**, NFTC shall not enter upon, excavate, break up or otherwise disturb the surface of any ROW for the purpose of performing its Work without first obtaining, where required, the applicable Permits for the specific Work. At which time the Township instates fees to administer permits NFTC will be required to submit payment.

- 3.2 **Submission of Plans.** Unless otherwise agreed to by the Township, NFTC shall, prior to undertaking any Work that requires a MC, submit the following to the Township:

- (a) construction plans of the proposed Work, showing the locations of the proposed or existing Equipment and specifying the boundaries of the area within the Township within which the Work is proposed to take place; and
- (b) all other relevant plans, drawings and other information as may be normally required by the Township Engineer from time to time for the purposes of issuing Permits.
- (c) At which time the Township instates fees to administer Plans NFTC will be required to submit payment.

- 3.3 **Refusal to issue Permits.** The Township may refuse to issue a Permit in accordance with **Section 3.1** for any *bona fide* municipal purpose, including reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township or designate.

- 3.4 **No Permits for Routine Work.** Notwithstanding **Section 3.1**, NFTC may, without first obtaining a Permit:

- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the Township; and
- (b) carry out routine maintenance and field testing to its Equipment;

provided that in no case shall NFTC carry out any physical disruption or change to the ROW or its use without the Township’s prior written consent.

- 3.5 **Restoration of NFTC service during Emergencies.** Notwithstanding **Section 3.1**, in the event of an Emergency, NFTC shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with **Section 3.1**; provided that NFTC does comply with **Section 3.1** within five (5) business days of completing the Work.

4. MANNER OF WORK

- 4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) applicable industry standards;
- (d) this Agreement; and

- (e) the applicable Permits issued under **Section 3.1**.
- 4.2 **Underground Equipment.** NFTC shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township.
- 4.3 **Stoppage of Work.** The Township may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, no Road Occupancy Permit obtained from the Township, special events or any circumstances beyond its control. In such circumstances, the Township shall provide NFTC with a verbal order and reasons to stop the Work and NFTC shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide NFTC with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Township shall advise NFTC immediately that it can commence the Work.
- 4.4 **Coordination of Work.** NFTC shall use reasonable efforts to coordinate its construction Work and the placement of new Equipment within the ROW by sharing the use of support structures with other existing and new occupants of the ROWs and including minimizing the necessity for road cuts.
- 4.5 **Open Road Cuts.** No open road cuts allowed on any Township Roads, only directional bore are permitted. In the event an open road cut is required NFTC shall request permission through the Municipal Consent or Road Occupancy Permit process.
- 4.6 **Identification of contractors.** NFTC shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.7 **Emergency contact personnel.** NFTC and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.8 **Emergency work by Township.** In the event of an Emergency, the Township may take such measures it deems necessary to re-establish a safe environment, and NFTC shall pay the Township's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.9 **"As-built" drawings.** Where required and requested by the Township, NFTC shall, no later than forty-five (45) days after completion of any Work, provide the Township or designate with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the Director of Operations or designate, sufficient, for planning purposes, to accurately establish the location of the Equipment installed within the ROWs.

5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, NFTC shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to **Section 5.2**, where NFTC is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Township.
- 5.2 **Temporary repair.** Where weather limitations or other external conditions beyond the control of NFTC do not permit it to complete a final repair to the ROW within the expected period of time, NFTC may complete a temporary repair to the ROW; provided that NFTC replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by NFTC shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Township.

- 5.3 **Warranty of repairs.** NFTC warrants its temporary repair, to the satisfaction of the Township, for a period of one (1) year from the date of its completion, and its final repairs for a period of two (2) years from the date of their completion.
- 5.4 **Repairs completed by Township.** Where NFTC:
- (a) fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
 - (b) NFTC and the Township agree that the Township should perform the repair, then the Township may effect such work necessary to perform the repair and NFTC shall pay the Township's reasonable and verifiable direct costs of performing the repair.
- 5.5 **Pavement repair.** At the time of applying for a Permit, NFTC shall confirm with the Director of Operations or designate the extent of pavement that will be damaged or removed as part of the Work. Once the Work has been completed, the Parties shall determine the actual area of pavement that was disturbed or damaged by NFTC. NFTC shall repair and make good the identified area to a quality level equal to or better than the adjoining, undisturbed pavement, as determined by the Director of Operations or designate.

6. LOCATING FACILITIES IN ROWS

- 6.1 **Locates.** Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:
- (a) in the event of an Emergency, within two (2) hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
 - (b) in all other circumstances, within a time reasonably agreed upon by the Parties.
 - (c) NFCT shall be a registered member with Ontario One Call (Call before you dig) call centre, that facilitates locate requests and notifies registered owners of underground facilities within the vicinity of the dig-site of the planned excavation.
- 6.2 **Utility co-ordination committee.** NFTC shall participate in any utility co-ordination committees established by the Township and contribute to its equitable share of the reasonable costs of the operation and administration of the committee.
- 6.3 **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.
- 6.4 **Inaccurate Locates.** Where NFTC Locates are found to be in error and, as a result, the Township is unable to install its facilities within the affected ROWs in the manner it expected based on the Locates provided by NFTC, the Township will notify NFTC of the error, following which NFTC shall attempt to resolve the conflict. If NFTC is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Township's satisfaction, NFTC will pay the Township for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. RELOCATION OF PLANT

- 7.1 **General.** Where the Township requires and requests NFTC to relocate its Equipment for *bona fide* municipal purposes, the Township shall notify NFTC in writing and, subject to **Section 7.3**, NFTC shall, within ninety (90) days thereafter or such other time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the relocation required, perform the relocation and any other required and associated Work.
- 7.2 **Township's efforts.** The Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to NFTC customers. The Township shall also provide, in a timely fashion, all Permits and approvals required to allow NFTC to Relocate the Equipment.
- 7.3 **Apportionment of Cost for NFTC Relocation.** The Township shall reimburse NFTC for the cost for labour employed and labour saving devices in such required relocation requested by the Township and such cost shall be apportioned equally between the Township and NFTC, and all other costs shall be borne by NFTC based on the following procedures:
- (a) Within thirty (30) days of receiving the request from the Township to relocate the Equipment, NFTC shall provide the Township with a written estimate of the Relocation Costs for such relocation, including an estimate of the Township's reimbursement.
 - (b) Within sixty (60) days of completing the relocation, NFTC may provide Township with a written invoice for the actual Relocation Costs in a format that clearly identifies the Township's reimbursement.
- 7.4 **Equipment affected by Township's Capital Works Plan.** Prior to the issuance of a Permit, the Township will advise NFTC in writing whether NFTC's proposed location for new Equipment will be affected by the Township's ten-year capital works plan (the "**Capital Works Plan**"). If the Township advises that the new Equipment will be so affected and NFTC, despite being advised of such, requests the Township to issue the Permit, then the Township may issue a conditional Permit stating that, if the Township requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, NFTC to relocate the Equipment within five (5) years of the date of the Permit, NFTC will be required to relocate the Equipment entirely at its own cost, notwithstanding **Section 7.3**.
- 7.5 **Township not responsible for Third Party Relocation Costs.** Unless otherwise agreed to between the Township and the Third Party, in no event shall the Township be responsible under this Agreement for:
- (a) the costs of NFTC to relocate Equipment at the request of a Third Party; or
 - (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment.

- 7.6 **Where Equipment is located incorrectly.** The Township shall not be responsible for the costs of relocating any portion of the Equipment that is located outside a distance of one (1) metre horizontally (centre line to centre line) from the location approved in the Permit or as shown on the as-built composite utility drawing submitted by a developer's engineering firm. Notwithstanding the foregoing, in circumstances where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs.
- 7.7 **Emergency temporary relocation.** In cases of an Emergency that requires NFTC to temporarily relocate the Equipment, the Parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible; provided, however, that the Township may, with at least twenty-four (24) prior notice to NFTC, take any measures it deems necessary for reasons of public health and safety.
- 7.8 **Relocation performed by Township.** If NFTC fails to complete the relocation in accordance with **Section 7.1** the Township may, at its option, complete such relocation and NFTC shall pay the Township's reasonable and verifiable costs of the relocation.
- 7.9 **Discontinuance of ROW.** Where, in the opinion of the Township, a ROW (or any portion thereof) in which Equipment is located is no longer required for use by the Township as such, the Township may cause such ROW to be discontinued by registering a Notice of Discontinuance in the proper Registry Office; provided that:
- (a) if the Township owns the land upon which the ROW is located and does not require NFTC to Relocate the Equipment, it will, prior to the discontinuance or conveyance of the ROW, cause an easement to be registered against the property in favour of NFTC;
 - (b) if the Township owns the land upon which the ROW is located and does require NFTC to Relocate the Equipment, the Parties will, prior to the discontinuance or conveyance of the ROW, affect the relocation of the Equipment in accordance with **Sections 7.1** and **7.2**; and
 - (c) in all cases, the Township shall reimburse NFTC for 100% of the applicable Relocation Costs.

8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than forty-five (45) days after the date of the invoice was received.
- 8.2 **Payment of taxes.** NFTC shall pay, and shall expressly indemnify and hold the Township harmless from, all taxes lawfully imposed now or in the future by the Township or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the Township, that are attributable to NFTC's use of the ROW.

9. TERM AND TERMINATION

- 9.1 **Initial term and renewal.** This Agreement shall have an initial term of twenty (20) years commencing on the Effective Date and shall be renewed automatically for six (6) successive five (5) year terms unless:
- (a) this Agreement is terminated by either Party in accordance with this Agreement;
 - (b) a Party delivers initial notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the then current term; or
 - (c) this Agreement is replaced by a new agreement between the Parties.
- 9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice.
- 9.3 **Termination by Township.** The Township may terminate this Agreement by providing NFTC with at least twenty-four (24) hours written notice in the event that:
- (a) NFTC becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
 - (b) NFTC assigns or transfers this Agreement or any part thereof other than in accordance with **Section 16.2**; or
 - (c) NFTC ceases to be eligible to operate as a Carrier.
- 9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with **Section 9.3**) or expires without renewal, then, subject to NFTC's rights to use the ROWs pursuant to the Telecom Act and, unless NFTC advises the Township in writing that it no longer requires the use of the Equipment:
- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a "**New Agreement**") is executed by the Parties; and
 - (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

10. INSURANCE

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, NFTC shall maintain, at its sole expense, insurance (the "**NFTC Insurance**") in an amount and description as described below to protect NFTC and the Township from claims for damages, bodily injury (including death) and property damage which may arise from NFTC's operations under this Agreement, including the use or maintenance of the Equipment within the ROWs or any act or omission of NFTC and its employees, contractors and agents while engaged in the Work. The NFTC Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.
- 10.2 **Comprehensive general liability occurrence-based insurance.** Without

limiting the generality of the foregoing, NFTC shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of NFTC as stated within this Agreement;
- (c) names the Township as an additional insured; and
- (d) contains cross liability and severability of interest clauses.

10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, NFTC shall provide, in a form acceptable to the Township, the Township with certificates of insurance in respect of the NFTC Insurance evidencing the cross liability and severability clauses and confirming the Township as an "additional insured". Thereafter, NFTC shall provide the Township with evidence of all renewals of the NFTC Insurance in a form acceptable to the Township.

10.4 **General insurance conditions.**

- (a) The NFTC Insurance shall not be construed to, and shall in no manner, limit or restrict NFTC' liability or obligations under this Agreement.
- (b) The Township shall not be liable for any premiums relating to policies under the NFTC Insurance.
- (c) The policies under the NFTC Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver for severability of interest; and
 - (iii) that the NFTC Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days notice to the Township by registered mail.
- (d) NFTC will immediately notify the Township of any changes to or cancellation of the NFTC Insurance if they will directly affect or reduce the coverage made available to the Township.

11. LIABILITY AND INDEMNIFICATION

11.1 **General.** For the purpose of this **Article 11**,

- (a) "**Township**" means the Township and its Mayor and Council, the Township Engineer, Council members, officers, employees, contractors, agents, successors and assigns;
- (b) "**NFTC**" means NFTC Communications Co-operative Limited and its directors, officers, employees, contractors, agents, successors and assigns;
- (c) "**Claims**" means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind; and
- (d) "**Losses**" means, in respect of any matter, all losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a Third Party or otherwise), and for the purposes of this definition, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

11.2 **No liability, Township.** Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Township, the Township shall not:

- (a) be responsible, either directly or indirectly, for any damage to the Equipment

howsoever caused that may occur as a result of any Work by NFTC; and

- (b) be liable to NFTC for any Losses whatsoever suffered or incurred by NFTC on account of any actions or omissions of the Township working within the ROWs.

11.3 **No liability, both Parties.** Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

11.4 **Indemnification by NFTC.** Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Township, NFTC covenants and agrees to indemnify, defend and save harmless the Township from and against any and all Claims or Losses that the Township may suffer or incur arising from:

- (a) NFTC' exercise of any of its rights under this Agreement;
- (b) NFTC' performance of any Work within the ROWs and the operation or use of the Equipment by NFTC or any other Person;
- (c) NFTC undertaking any activity within the ROWs which is ancillary to NFTC' exercise of its rights under this Agreement; and
- (d) any breach of this Agreement by NFTC.

11.5 **Indemnification by Township.** Except for Claims or Losses arising, in whole or in part from the negligence or wilful misconduct of NFTC, the Township shall indemnify, defend and save harmless NFTC from and against all Claims and Losses that NFTC may suffer or incur arising from:

- (a) any damage to property (including property of NFTC); or
- (b) any injury to individuals (including injury resulting in death), including NFTC' employees, servants, agents, licensees and invitees, caused by, resulting from or attributable to the act or omission of the Township or its employees, servants or agents.

11.6 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

12.1 **Township not responsible.** The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any Person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with NFTC' occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Township or those for which it is responsible in law.

12.2 **NFTC to assume environmental liabilities.** NFTC agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of NFTC, its contractors, agents or employees or by any person with the express or implied consent of NFTC within the ROWs; or
- (b) any Equipment brought or placed within the ROWs by NFTC, its contractors, agents or employees or by any person with the express or implied consent of NFTC,

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Township or those for which it is responsible in law.

13. FORCE MAJEURE

Except for the Parties’ obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (“**Force Majeure**”). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

14. DISPUTE RESOLUTION

The Parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operation level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the same and the Parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve such dispute within thirty (30) calendar days of the non-disputing Party’s receipt of written notice, either Party may initiate legal proceedings and/or submit the matter to the CRTC for resolution.

15. NOTICES

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Township at the following address:

If to the Township:

Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, Ontario, N0G 2E0
Attention: _____, Director of
Operations
Facsimile: 519-848-3228

If to NFTC

**North Frontenac Telephone
Corporation Limited
5405 Eglinton Ave. W. suite 214
Toronto, ON
M9C 5K6**

Attn: Grant Roughley

Any notice may also be given by prepaid registered mail mailed within the Province of Ontario and such notice shall be effective five (5) business days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above.

16. GENERAL

- 16.1 **Entire agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 16.2 **Assignment.** NFTC shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate or reputable third party without the consent of the Township, provided that NFTC has given notice to the Township.
- 16.3 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 16.4 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and NFTC.
- 16.5 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 16.6 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.
- 16.7 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 16.8 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

16.9 **Inurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

NFTC

President

TOWNSHIP OF Wellington North

Andy Lennox,
Mayor

Karren Wallace
Clerk

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

BY-LAW NUMBER 047-20

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT FOR FIRE CHIEF SERVICES BETWEEN THE
CORPORATION OF THE TOWN OF MINTO AND THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

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

1. The Mayor and Clerk are authorized and directed to execute a Fire Chief Services Agreement in the form, or substantially the same form, as attached in Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF MAY, 2020**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

THIS AGREEMENT made this 19th day of May, 2020
BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
(Hereinafter called “Minto”)

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(Hereinafter called “Wellington North”)

THE PARTY OF THE SECOND PART

WHEREAS Subsection 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended (“*FPPA*”), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Subsection 6 (2) of the *FPPA*, authorizes the councils of two or more municipalities to appoint one fire chief for two or more fire departments;

AND WHEREAS Minto operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

AND WHEREAS Wellington North wishes to engage Minto to provide Fire Chief Services to the operation of Wellington North’s fire protection services, and Minto agrees to do so, on the terms and condition set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Minto and Wellington North mutually agree as follows:

1. Definitions

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire department of Wellington North with the duties and responsibilities assigned by *FPPA*;
- c. “Joint Management Team” means the three management employees reporting directly to the Fire Chief in accordance with section 2 (c) of Schedule A to this Agreement;
- d. "Wellington North CAO" means the Chief Administrative Officer for Wellington North; and,
- e. "Minto CAO" means the Chief Administrative Officer for Minto.

2. Term of Agreement

The provision of the Services under this Agreement will commence on June 1, 2020 and will automatically terminate on December 31, 2020 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Chief**

The Wellington North Council will appoint, by way of a by-law, Minto's Fire Chief to also act as Wellington North's Fire Chief for the duration of the Term.

4. **Fire Chief Services**

Subject to the terms and conditions of this Agreement, Minto will provide to Wellington North, Fire Chief Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, Wellington North will pay to Minto the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of Wellington North**

Wellington North represents and warrants to Minto that Wellington North will be solely responsible for ensuring:

- a. adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of Wellington North; and,
- b. Wellington North supports and works cooperatively with the Fire Chief in order to operate the Wellington North Fire Services.

7. **Obligations of Minto**

Minto represents and warrants to Wellington North that Minto will be responsible for ensuring:

- a. adequate notice is provided to Wellington North immediately upon Minto being aware of changes to the Fire Chief's employment status, and without intending to limit the generality of the foregoing, Minto shall give notice to Wellington North: in the event the Fire Chief's employment is terminated; upon Minto becoming aware the Fire Chief is leaving the employment of Minto for any reason (temporary or permanent); or, in the event the Fire Chief dies or becomes unable to work because of disability; and,
- b. the Fire Chief provides the Services and fulfills the obligations as set out in this Agreement.

8. **Obligations of the Fire Chief**

In addition to the Fire Chief Services as set out in Schedule A attached hereto, the Fire Chief will be responsible for recommending the appropriate level of resources to Wellington North Council required to ensure:

- a. a competent and functional management team exists, pursuant to this Agreement, to provide proper management services to both the Minto Fire Department and the Wellington North Fire Services;
- b. adequate facilities, equipment and personnel are provided for the operation of the Wellington North Fire Services, including, but not limited to, a functional staff complement who have the skills, abilities and experiences to, and do, properly perform the duties and responsibilities of their respective positions. In consultation with Wellington North's CAO, the Fire Chief is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with Wellington North's Human Resource Policies;

- c. adequate fire protection service levels are provided for in Wellington North; and,
- d. proper management of the Wellington North Fire Services in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

9. Insurance

Wellington North will pay for and maintain for its own benefit and for Minto’s benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Wellington North Fire Services and the Fire Chief Services provided by Minto hereunder to Wellington North, including, but not limited to, liability and property damage insurance. Wellington North will provide Minto with satisfactory confirmation of its compliance with this Section 9 and/or copies of the insurance policies when requested by Minto. Minto agrees that anyone claiming by, through, under or on behalf of Wellington North will have no claim, right of action or right of subrogation against Minto based on any loss or liability insurance under the above insurance.

10. Indemnity

Wellington North will fully indemnify and save Minto, as well as all of its respective officers, councillors, employees (including, but not limited to, Minto's Fire Chief), independent contractors and agents (collectively, "Minto indemnitees" under this Section 10) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Minto indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or,
- b. any act, neglect, default, or breach of applicable law, of or by Wellington North and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Wellington North will not indemnify and save harmless the Minto indemnitees for any such costs that:

- (i) result from the negligence of the Minto indemnities;
- (ii) arise from any breach by the Minto indemnities of any provision of this Agreement; or ,
- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees performed in bad faith.

11. Nature of Relationship

- a. Minto is not, nor is any person employed or retained by Minto in the provision of the Services, an employee of Wellington North, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.

- b. Minto will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Minto will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Wellington North in doing so.

12. Dispute Resolution

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's CAO, or his or her designate. The CAOs will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Minto and the Council of Wellington North each agree to appoint two (2) members to work with two (2) members of the other municipality to resolve the dispute or disagreement.
 - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information, information subject to solicitor client privilege or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
 - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitration Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. In the event that the parties cannot agree on an arbitrator, either party shall be at liberty to apply to the Superior Court of Justice to have one appointed. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Minto will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

13. Termination

- a. Minto's provision of the Services under this Agreement shall automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Wellington North and Minto enter into a written agreement, no later than 3 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Minto's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
 - (i) By either party, without cause, upon giving at least 90 days' written advance notice to the other party of the termination date.
 - (ii) By either party, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other party for a breach of this Agreement committed by the other party, including, but not limited to, any breach by Wellington North of its obligations under Section 6 of this Agreement.
 - (iii) By Minto if it is unable to provide the Services under this Agreement, including, but not limited to, in the event of the death, disability or termination of employment of Minto's Fire Chief, without any obligation to provide any advance notice or compensation in lieu of notice to Wellington North.
 - (iv) By mutual agreement of both parties.

The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Minto's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

14. General

a. Choice of Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. Interpretation

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement",

"hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of Wellington North and Minto, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing June 1, 2020, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties as authorized by their respective Councils. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in 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. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk
We have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF MINTO

George Bridge, Mayor

Annilene McRobb, Acting Clerk
We have authority to bind the Corporation.

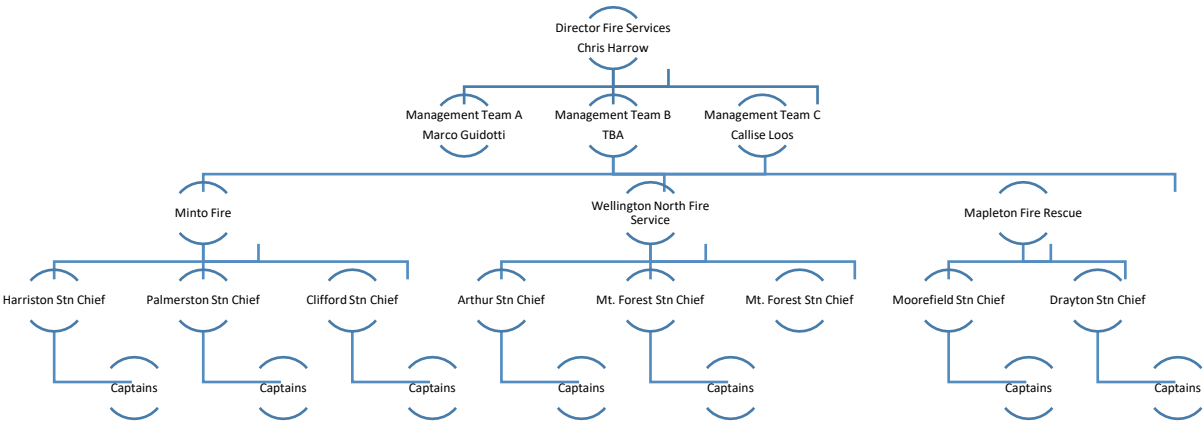
SCHEDULE A
"SERVICES"

1. Services

Minto will provide the following administrative and supervisory services (which, for greater certainty, will be provided by Minto's Fire Chief and the Joint Management Team):

- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by Wellington North's Chief Building Official or designate;
- e. Managing the functions of the Wellington North Fire Services and staff on behalf of Wellington North, including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the Wellington North Fire Services through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the Wellington North Fire Services, including approval of all expenditures;
- h. Representing the Wellington North Fire Services when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a Monthly Activity report to the Council of Wellington North;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;
- o. Establishing duties and responsibilities for Wellington North Fire Services personnel;
- p. Overseeing the Fire specific Health and Safety program for Wellington North;
- q. Overseeing the maintenance, repair and replacement of the equipment and assets of the Wellington North Fire Services;

- r. Designating responsibilities and duties specific to the Emergency Control Group that represents Wellington North in emergency measures;
 - s. Overseeing administrative services in respect to the Wellington North Fire Services, including, but not limited to, payroll, reporting, etc.;
 - t. Administering fire service contracts and mutual aid contracts;
 - u. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested;
 - v. In conjunction with the Deputy Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation; and,
 - w. Such other services as amended and mutually agreed upon from time to time by the parties.
2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:
- a. Minto's Fire Chief will respond to, and communicate with, the Wellington North CAO as required. However, primary reporting and supervision of Minto's Fire Chief remains with the Minto CAO and will follow existing Minto Human Resources policies.
 - b. Wellington North Fire Services personnel will continue to be employees of Wellington North and will continue to follow Human Resource policies as set forth by Wellington North. Notwithstanding the foregoing, Wellington North Fire Services personnel will follow Standard Operating Guidelines as prescribed by the Minto Fire Chief/Joint Management Team and will receive direction from the Minto Fire Chief/Joint Management Team.
 - c. The organizational structure of the Wellington North Fire Services is as follows with Minto's Fire Chief now known as Director of Fire Services of Wellington North and Minto:



- d. The Director of Fire Services will be an employee of Minto. The Joint Management Team will ensure to divide enough time to both departments to providing administration, oversight, and services in an equitable manner.
- e. Wellington North employs Management Team Member A and Minto employs Management Team Member B. Both members will form part of the Joint Management Team and will work together with the Director to perform all duties outlined in this agreement.

SCHEDULE B
"Fee-for-Service"

1. **General Principle** – The general agreement in principle between Wellington North and Minto is that Wellington North will compensate Minto for the costs incurred by Minto to properly provide the Services under this Agreement, as represented by 50% of the total cost to Minto of employing the Fire Chief, including those costs incurred in order for the Fire Chief to carry out his/her role. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for an Office of the Fire Chief to include but not limited to the following expense categories.
 - i) Fire Chief salary and benefits
 - ii) Fire Chief's Office – training, seminars/conference¹
 - iii) Fire Chief's Office – telecommunication expense
 - iv) Fire Chief's Office – office and equipment supplies
 - v) Fire Chief's Office – uniform expenses
 - vi) Fire Chief's Office – office and meeting expenses
 - vii) Fire Chief's Office – Fuel and Maintenance of Vehicle
- ¹ includes mileage and expenses to attend meetings/seminars
2. The Minto Fire Chief shall annually prepare a budget of the expenses of the Office of the Fire Chief and shall provide the same for review by the Council of the Township of Wellington North. The budget of the Office of the Fire Chief shall require the approval of the Town of Minto.
3. In recognition that this Agreement is being entered into subsequent to the 2020 annual budget approvals by Minto and Wellington North, it is understood and agreed by the Parties hereto that the 50% annual payroll share to Wellington North for 2020 shall not exceed \$50,000 with final invoicing to be based on actual costs and pro-rated based on the number of months that the Agreement is in effect for 2020.

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

BY-LAW NUMBER 048-20

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 MAY 19, 2020

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 May 19, 2020 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 19TH DAY OF MAY, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK