

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – AUGUST 24, 2020
CLOSED SESSION TO FOLLOW OPEN SESSION
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/88903922294>

Or join by phone:

Canada: +1 855 703 8985 (Toll Free)

Webinar ID: 889 0392 2294

International numbers available: <https://us02web.zoom.us/j/kz2ExEbfQ>

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the August 24, 2020 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

PRESENTATIONS

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- | | |
|--|-----|
| 1. Regular Meeting of Council, August 10, 2020 | 001 |
| 2. Public Meeting, August 10, 2020 | 009 |

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on August 10, 2020 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

DEPUTATIONS

- | | |
|--|-----|
| 1. Sameer Mohyyudin | 013 |
| <ul style="list-style-type: none">• Request to waive water and sewage fees for 125 Berkshire Drive, Arthur from February 25, 2019 to July 31, 2020 | |

ITEMS FOR CONSIDERATION

- | | |
|--|------------|
| 1. MINUTES | |
| a. Mount Forest District Chamber of Commerce | |
| <ul style="list-style-type: none">• July 14, 2020• July 2020 Financials | 015
019 |

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 July 14, 2020 and the July 2020 Financials.

2. PLANNING

- a. Triton Engineering Services Limited, correspondence dated August 12, 2020 regarding Maple Ridge Estates Subdivision (Kenilworth) Preliminary Acceptance Stage I and II Municipal Services, File No.: A5522A 024

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated August 12, 2020 from Triton Engineering Services Limited regarding Maple Ridge Subdivision;

AND FURTHER THAT Preliminary Acceptance be granted for Stage I and II municipal services for the Maple Ridge Subdivision, with the guarantee and maintenance period commencing as of July 31, 2020.

AND FURTHER THAT the current securities be reduced to \$445,000.00, reflecting 100% of the remaining works and 20% of the completed works as per the Subdivision Agreement, subject to confirmation that all outstanding accounts with respect to the development have been paid in full and that the Developer is not in default of its obligations pursuant to its agreement(s) with the municipality.

3. BUILDING

- a. Report CBO 2020-09 Building Permit Review Period Ending July 31, 2020 032

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2020-09 being the Building Permit Review for the period ending July 31, 2020.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2020-018 Owen Sound to Guelph Voyago inter community Bus Service 034

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive for information Report EDO 2020-018 being a report on the Owen Sound to Guelph Voyago inter-community Bus Service

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the licensing agreements with the City of Owen Sound allowing the bus service to utilize Municipal Parking Lots in Arthur & Mount Forest as pick-up and drop-off points.

- b. Report EDO 2020-019 Community Improvement Program 036

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the Report EDO 2020-019 Community Improvement Program;

AND FURTHER THAT Council approve grants as follows:

- *\$ 975.00 Façade Improvement Grant for new signage at 183 George Street in Arthur, home of The Lost Tattoo.*

- \$1,148.00 Façade Improvement Grant for new signage at 360 Main Street North in Mount Forest, home of Wrap Stars

- c. Mount Forest Business Improvement Area request for Main Street Gold Bike Display; Downtown Mount Forest Retail Committee & Mount Forest BIA 039

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive correspondence dated August 24, 2020 from the Mount Forest Business Improvement Association (BIA)

AND FURTHER THAT Council supports in principle the display of gold bikes in downtown Mount Forest to support childhood cancer awareness for the month of September 2020.

5. FINANCE

- a. Cheque Distribution Report, August 17, 2020 040

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated August 17, 2020.

- b. Report TR2020-14 Being a report on the Federal / Provincial Safe Restart Agreement 042

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2020-14 being a report on the Federal / Provincial Safe Restart Agreement for information.

FURTHER THAT the Council of the Corporation of the Township of Wellington North endorse the staff recommendation to deposit funds, once received, into the Tax Rate Stabilization Reserve account until full-year of COVID-19 related costs and pressures have been realized.

6. FIRE

- a. DFC 2020-003 Establishing and Regulating Fire Services By-Law 047

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2020-003 Establishing and Regulating Fire Service By-law;

AND FURTHER THAT the Council of the Township of Wellington North approve the updated Establishing and Regulating By-Law for the Wellington North Fire Services.

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law;

AND FURTHER THAT By-law 034-018 be repealed.

- b. Report DFC 2020-004 Wellington North Fire Simplified Risk Assessment 049

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DFC 2020-004 being a report on the Simplified Risk Assessment.

7. COUNCIL

- a. Wellington North Power Inc., Quarterly Newsletter – Quarter 2: April 1st to June 30th, 2020 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information the Wellington North Power Inc., Quarterly Newsletter – Quarter 2: April 1st to June 30th, 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 August 24, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS 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 Business Improvement Area
- 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
- Ex Officio on all committees

BY-LAWS

- | | |
|---|-----|
| a. By-law Number 069-20 being a by-law to establish and regulate a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances and to repeal By-law Number 037-18 | 071 |
| b. By-law Number 070-20 being a by-law to authorize the execution of a Licensing Agreement between The Corporation of the Township of Wellington North and the City of Owen Sound (bus stops 140 Elgin Street, Mount Forest and 156 George Street, Arthur) | 087 |
| c. By-law Number 071-20 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) and the Corporation of the Township of Wellington North | 104 |

Recommendation:

THAT By-law Number 069-20, 070-20 and 071-20 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:

- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Recommendation:

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

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

1. REPORTS

- RPL 2020-014 being a report on negotiations by the municipality with a local board

2. REVIEW OF CLOSED SESSION MINUTES

- June 22, 2020
- June 29, 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 ____:____ p.m.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report RPL 2020-014 being a report on negotiations by the municipality with a local board.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the June 22, 2020 and June 29, 2020 Council Meetings.

CONFIRMING BY-LAW NUMBER 072-20

111

Recommendation:

THAT By-law Number 072-20 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 August 24, 2020 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of August 24, 2020 be adjourned at ____:____ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Shop Local Celebration – Downtown Arthur	Saturday, August 29, 2020	8:30 a.m. – 4:00 p.m.
Recreation, Parks and Leisure Committee – via video conference	Tuesday, September 1, 2020	8:30 a.m.
Arthur Chamber of Commerce – via video conference	Tuesday, September 8, 2020	5:30 p.m.
Mount Forest District Chamber of Commerce	Tuesday, September 8, 2020	7:30 p.m.
Regular Council Meeting – via video conference	Monday, September 14, 2020	7:00 p.m.
Arthur Business Improvement Association	Wednesday, September 16, 2020	7:30 p.m.
Wellington North Cultural Roundtable – Lower Hall Arthur Community Centre	September 24, 2020	12:00 p.m.
Wellington North Farmers Market	September 26, 2020 – Final Day	8:30 a.m. – 12:00 p.m.
Regular Council Meeting – via video conference	Monday, September 28, 2020	7:00 p.m.

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

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

- Kitchener location – 1-855-656-3748

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – AUGUST 10, 2020
VIA WEB CONFERENCING**

<https://www.youtube.com/watch?v=ICrtLjwokcQ&feature=youtu.be>

Members Present:

**Mayor:
Councillors:**

**Andrew Lennox
Sherry Burke
Lisa Hern
Steve McCabe
Dan Yake**

Staff Present:

**Chief Administrative Officer:
Director of Legislative Services/Clerk:
Deputy Clerk:
Director of Finance:
Economic Development Officer:
Chief Building Official:
Director of Operations:
Community Recreation Coordinator:
Human Resources Manager:
Planner:
Senior Planner:**

**Michael Givens
Karren Wallace
Catherine Conrad
Adam McNabb
Dale Small
Darren Jones
Matthew Aston
Mandy Jones
Chanda Riggi
Matthieu Daoust
Michelle Innocente**

CALLING TO ORDER

Mayor Lennox called the meeting to order

ADOPTION OF THE AGENDA

RESOLUTION: 2020-238

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the August 10, 2020 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2020-239

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of August 10, 2020 for the purpose of holding a Public Meeting under the Planning Act:

- Andrew and Cheryl Baker – Minor Variance
- Edward E. Watt – Zoning Amendment

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2020-240

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the August 10, 2020 Regular Meeting of Council.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETINGS

RESOLUTION: 2020-241

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 066-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7 – 3), municipally known as 200 – 240 Francis St. E., geographic Town of Arthur – Edward Watt)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, July 27, 2020

2. Public Meeting, July 27, 2020

RESOLUTION: 2020-242

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on July 27, 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, 2f, 4a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2020-243

Moved: Councillor Yake

Seconded: Councillor Hern

THAT all items listed under Items for Consideration on the August 10, 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 minutes of the Arthur Chamber of Commerce Directors Meeting held on July 21, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-018 being a report on Consent Application (Severance) B46-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B46-20 as presented with the following conditions:

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- *THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department.*

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-019 being a report on Consent Application (Severance) B47-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B47-20 as presented with the following conditions:

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- *THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;*

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-020 being a report on Consent Application (Severance) B48-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B48-20 as presented with the following conditions:

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- *THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;*

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

THAT the Council of the Corporation of the Township of Wellington North receive DC Report 2020-021 being a report on Consent Application (Severance) B50-20 known as Part Lot 3, Concession 6, in the former Township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B50-20 as presented with the following conditions:

- THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020);
- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- THAT the owner enter into an agreement apportioning future maintenance costs on West Luther Municipal Drain No. 36 & West Luther Municipal Drain No. 65;
- THAT the owner shall provide a \$1,000.00 deposit to cover the cost of the re-apportionment of the above mentioned drain;
- THAT the barn and shed noted as "to be demolished" in this application as well as the two silos be demolished and the site left in a cleared and leveled condition to the satisfaction of the Chief Building Official; and
- THAT the retained lands be rezoned to restrict the residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-022 being a report on a Pre-Servicing Agreement for Eastridge Landing Subdivision, Phase III & IV legally known as: WEST LUTHER CON 1 PT LOT 1 CHADWICK AND ANDERSON'S SURVEY PLAN 120 LOTS 118 TO 121 PT LOTS 110 TO 113 122 169 170 PT LORNE AVE AND 16.5 FOOT RESERVE R

AND FURTHER THAT the Council of the Township of Wellington North:

- Enter into a Pre-Servicing Agreement for a section of Eastview Drive, Schmidt Drive and Walsh Street with 2073022 Ontario Inc. in the form, or substantially the same form, as the draft agreement; and
- The Mayor and the Clerk of the Corporation be authorized and directed to sign a By-Law to enter into the Agreement on behalf of the Corporation.

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated August 4, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2020-13 being a report on Development and Community Benefits Charge updates;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to proceed with the engagement of a consultant to complete an updated background study and by-law to capture the changes to the Development Charges Act.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2020-244

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive *Report DC2020-017 being a report on Consent Application (Severance) B78-18 known as Part Lot 3, WOSR, Divisions 3 & 4 in the former Township of Arthur.*

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B78-18 as presented with the following conditions:

- THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)
- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and
- THAT zoning compliance be achieved to the satisfaction of the local municipality.
- THAT the owner address stormwater management to the satisfaction of the Township Engineer on the retained parcel.

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

CARRIED

RESOLUTION: 2020-245

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, dated July 29, 2020, regarding 350 Cork St, Mount Forest, Zoning By-law Amendment and the correspondence from Chris McGaughey, dated July 29, 2020, regarding concerns with proposed development of 350 Cork St., Mount Forest.

Recorded vote requested by Councillor Yake		
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: 2020-246

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-016 being a report on Procedure By-law amendment to provide for continued electronic participation in meetings;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to amend Procedure By-law 024-19 (as amended) as follows;

Insert under definitions "Remote Meeting" means any meeting held that involves the use of an electronic device.

Amend Section 1.16 to read "Meeting" shall mean any regular, special, remote or other meeting of a council, of a local board or of a committee of either of them, where a quorum of members is present, AND members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee

Add Section 5.3 as follows: "All members participating in a remote open or closed meeting shall be counted as quorum.

Amend Section 5.12 to read "The following remote meeting provisions shall be permitted"

Delete Section 5.12 b) "During such period of a declared emergency, all members participating in an electronic open or closed meeting shall be counted as quorum.

5.13 c) be moved to Section 7.26 "All minutes and by-laws shall be signed by electronic methods if the Clerk deems it necessary."

Amend Section 8.3 to read "All in person meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth"

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee Meeting to be held via Zoom on Tuesday, August 11, 2020 at 7:00 p.m.
- There have been lots of positive comments regarding the bike racks installed by the Mount Forest BIA and requests for more.

Councillor Hern (Ward 3):

- Mount Forest Chamber of Commerce Meeting to be held Tuesday, August 11, 2020.
- The Buy Local event held in Mount Forest was a great success and many supportive comments were received.

Councillor McCabe (Ward 4):

- Attended a Saugeen Valley Conservation Authority meeting via Zoom on Thursday, August 6, 2020. Some offices are slowly opening. There are ongoing issues with people trying to get into closed parks.
- The next Recreation, Parks and Leisure Committee meeting will be held on September 1, 2020 at 8:00 am. via Zoom.

Mayor Lennox:

- Wellington North Power update:
 - Due to Covid-19 the Province, through the regulator, mandated to defer penalty and interest and disconnections.
 - The board decided to delay the planned rate increase for May 1, 2020; recognizing the hardship that residents may be feeling. Most have been able to pay on time.
 - Construction projects have continued.
 - There was a decrease in usage, mostly from the industrial customers that shut down. It looks like the bottom line at the end of the fiscal year will not be as good as the past couple years but will still be positive. They are looking for a stronger finish by the end of the year.
 - Dividend payment for the year will be deferred.

BY-LAWS

- a. By-law Number 061-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North(Part Lot 8, RP 61R20624 (Parts 5 & 6), municipally known as 350 Cork Street, geographic Town of Mount Forest - 350 Cork Inc.)
- b. By-law Number 064-20 being a by-law to amend Procedure By-law No. 024-19 for governing the calling, place and proceedings of meetings of Council and its Committees
- c. By-law Number 065-20 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Wellington North (Rural Economic Development program RED)
- d. By-law Number 067-20 being a by-law to authorize the execution of a Preservicing Development Agreement between The Corporation of the Township of Wellington North ad 2073022 Ontario Inc.

RESOLUTION: 2020-247

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 061-20, 064-20, 065-20 and 067-20 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMING BY-LAW NUMBER 068-20

RESOLUTION: 2020-248

Moved: Councillor McCabe

Seconded: Councillor *Burke*

THAT By-law Number 068-20 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 August 10, 2020 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2020-249

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Regular Council meeting of August 10, 2020 be adjourned at 8:08 p.m.

CARRIED

CLERK

MAYOR

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 • f. (519) 323-3551

www.bmross.net

File No. 16110

December 9, 2019

BY EMAIL ONLY**Lawrence Gingrich, President**

Broadline Equipment Rentals Ltd.

1879659 Ontario Limited

7040 Sideroad 2 West

Mount Forest, ON, N0G 2L0

**RE: Broadline Equipment Rentals Ltd. (1879659 Ontario Limited)
Sideroad 2 West, former Township of Arthur
Expanded Gravel Storage Area & SWM Pond filling/regrading**

On November 18, 2016, you entered into a Site Plan Control Agreement with the Township of Wellington North, which was based on the approved documentation listed in Schedule "A" to that Agreement. On October 12, 2018, your engineer, Triton Engineering Services Limited, issued a certification letter that indicated the site works had been constructed in accordance with their approved Drawing No. 01. It has since come to the Township's attention that you have expanded the northerly extent of your gravel storage area, and that you have partially filled and regraded your Storm Water Management (SWM) pond facilities. That additional and modified work is beyond what was originally approved, and is subject to Site Plan Control. On behalf of the Township of Wellington North, please submit to them a Site Plan Application complete with supporting documentation from your engineer for the site alternations you have made, for the Township's review and approval. A review deposit of \$4,500 (minimum \$1,000 is non-refundable) must accompany the application. It is cautioned that the Township may not accept the alterations you have made, or require additional works to compensate for the site changes you have made (e.g. additional SWM works). Your alterations may also require an amendment to the ECA issued by the Ministry of the Environment, Conservation and Parks.

If you have any questions, please contact the Township's Building Department.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per

Frank Vanderloo, P. Eng.

FCV:fcv

c.c. Darren Jones, CBO, Township of Wellington North

Chris Clark, P.Eng., Triton Engineering Services Limited

C:\Users\fvanderloo\Desktop\TO SAVE TO 16110\Projects\16110-19Dec09-Broadline-Let.doc

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – AUGUST 10, 2020 @ 7:00 P.M.
VIA WEB CONFERENCING**

<https://www.youtube.com/watch?v=lCrtLjwokcQ&feature=youtu.be>

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
Human Resources Manager:	Chanda Riggi
Planner:	Mattieu Daoust
Senior Planner:	Michelle Innocente

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

OWNERS/APPLICANT

Edward E. Watt

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7-3) and known Municipally as 200-240 Francis St E, Geography Township of Arthur. The property is 1.01 ha (2.5 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose of the amendment is to remove the holding symbol and rezone the subject lands from R1C(H) to R2 to allow for future residential development. The Holding Symbol has been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use, and a satisfactory stormwater management plan has been completed, in consultation with the Grand River Conservation Authority.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on July 20, 2020.

PRESENTATIONS

- Matthieu Daoust, Planner, County of Wellington, Township of Wellington North
 - Planning Report dated July 24, 2020

PLANNING OPINION

The purpose of this zoning amendment is to rezone the subject lands from Low Density Residential Holding ((H)R1C) to Medium Density Residential (R2) to facilitate future residential development.

Concurrently, the applicant is seeking to remove the holding symbol (H) on the subject lands. The Holding Symbol has been applied to the property until sufficient municipal water and sewer capacity is available. If this application is successful and the holding is removed, the regulations of the Medium Density Residential (R2) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

We have no objections to the zoning amendment provided that the Grand River Conservation Authority (GRCA) have no concerns. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies. The Township staff has indicated there is sufficient municipal water and sewer capacity available to accommodate the future residential development on the subject lands.

INTRODUCTION

The property subject to the proposed amendment is described as Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7-3) and is Municipally known as 200-240 Francis St E, Geographic Town of Arthur. The subject lands are vacant, approximately 1.01 ha (2.5 ac) in size.

PROPOSAL

The purpose of this zoning amendment is to remove the holding symbol and rezone the subject lands from R1C(H) to R2 to allow for future residential development.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a SETTLEMENT AREA. Section 1.1.3 identifies settlement areas, including urban centres such as Arthur, as the focus of growth and development, and their vitality and regeneration shall be promoted. Section 1.1.1 b) includes accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs.

WELLINGTON COUNTY OFFICIAL PLAN

The property is within the Arthur Urban Centre and designated as Residential and Core Greenland. "Townhouses and apartments, bed and breakfast establishments, group homes and nursing homes, may also be allowed subject to the requirements of the Zoning By-law and the applicable policies of this Plan." Section 7.5.1 of the County Official Plan provides details on land use compatibility in Urban Centres "Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available."

The Urban Core Greenland designation makes reference to GRCA regulated Hazard Lands. Section 5.4.3 of the County Official Plan addresses Hazard Lands and provides direction for development in these areas. Section 5.6.1 notes that within the Core Greenland other uses

permitted in the underlying designation may be permitted, provided there are no negative impacts on significant features and functions and no significant negative impacts on other Greenland features and functions; the policies of Section 5.4.3 regarding development on hazard lands are met and the development conforms to the underlying designation.

Through the severance of the proposed lands, a preliminary geotechnical investigation and slope stability study was completed in 2011 to address GRCA requirements raised through the severance applications. GRCA provided comments (2013) indicating no objection to the proposed residential severances provided that the appropriate setback from the engineered top of slope and site preparation be completed in accordance with the aforementioned environmental study. This can be addressed at the building permit stage.

Additionally, Section 13.8.2 of the County Official Plan was applied “A legally established use which does not conform with the policies of an Official Plan may be recognized as a permitted use in the Zoning By-law in accordance with its current use and performance standards. A Council may also consider zoning the property to allow a similar or more compatible use or to provide for a limited expansion of the current use.”

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Low Density Residential ((H)R1C) and Natural Environment (NE). The applicants are proposing to rezone the subject lands to Medium Density Residential (R2) to facilitate increased density and to remove the holding on the subject lands.

The Holding Symbol has been applied to a portion of the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use, and a satisfactory stormwater management plan has been completed, in consultation with the Grand River Conservation Authority. The Township staff has indicated there is sufficient municipal water and sewer capacity available to accommodate the future residential development on the subject lands.

Upon speaking with the owners of the land, it is their intention to sell the subject land to a developer. The R2 zoning would provide more flexibility to the prospective buyer, in turn higher marketability for the current owners.

DRAFT ZONING BY-LAW AMENDMENT

A draft Zoning By-law amendment has been prepared for public review and Council’s consideration.

CORRESPONDENCE FOR COUNCIL’S REVIEW

- Emily Vandermeulen, Risk Management Inspector/Source Water Protection Coordinator, Wellington Source Water Protection
 - Email & Map dated July 20, 2020 (No Objection)
- Heather Imm, Senior Planner, Upper Grand District School Board
 - Letter dated July 24, 2020 (No Objection)
- Keith Harris
 - Email dated July 28, 2020 (In Support)
- Laura Warner, Resource Planner, Grand River Conservation Authority
 - Plan Review Report dated August 7, 2020 (no objection)
- Pasquale Costanzo, Engineering Technologist, County of Wellington Engineering Services
 - no objection

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

There were no comments or questions from the floor.

COMMENTS/QUESTIONS FROM COUNCIL

Mayor Lennox commented that the applicant is planning on selling the property to a developer who is eager to having zoning in place to allow them to proceed.

ADJOURNMENT

RESOLUTION: 003-2020

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public Meeting of August 10, 2020 be adjourned at 7:13 pm.

CARRIED

CLERK

MAYOR



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

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519.848.3620
1.866.848.3620 FAX 519.848.3228

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Deputation Request Form

Name of Deputation(s):

☒ Attending as an individual OR ☐ Representing a group/organization/business

Name of Group/Organization/Business

Contact Information

Mail:

Email:

Telephone:

Type of Meeting

☒ Council OR ☐ Committee (includes ad hoc)

Date of Meeting August 24,2020

Subject Matter (submit your complete deputation submission with this form)

This Letter is in regards to water and sewage charges for 125 berkshire Arthur Ontario , I have been told to contact Wellington North Council in order to get relief for water and sewage charges as my property has been vacant since February 25,2019

Believe me it was very difficult for me to pay the bills since covid-19 started , i tried to find the tenants but couldn't find any one because of Covid -19 and deferred my mortgage from TD bank and finally decided to sell the property , closing happened on July 31st,2020 , also i wasn't aware of the fact that there is no water meter installed at this property and i don't want to pay for something which i didn't use no one has lived at the property since february 25 after the tenants left and the information can be varified with the neighbours and also by looking at the electrical charges which it self is a proof and very low in dollar value , I will appreciate if water and sewage charges can be waived from month of March 2020 to july 31st ,2020 I will pay the remaining balance immediately. Any help from the council will be highly appreciated

Recommendation/Request of Council (what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

Estimated Financial Impact to municipality:
Capital Annual Operating

January 2020



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SIGNATURE: (electronic signature accepted) Sameer Mohyyudin

Notice of Collection/Use/Disclosure: *All information submitted in support of meetings of Council/Committee/Planning deliberations/ is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, telephone numbers, names and addresses on agendas and to persons requesting access to records of Council/Committee/Planning Committee. All information submitted to the municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's office (519) 848-3620.*

Mount Forest District Chamber of Commerce July Minutes

July, 14th, 2020

Call to Order:

Callee called the meeting to order at 7:21 pm due to a mix up with the online meeting and Shawn.

In Attendance:

Shawn Mcleod

Callee Rice

Jesse Gerva

Krista Blenkhorn

Michelle Van Essen

Dale Small

Lisa Hern

Sharon Wenger

Corbin Peter

Approval of Minutes:

Krista forwarded the motion to approve last month's meeting minutes. Jesse seconds it and all are in favour.

Economic Development Report (Dale Small):

- Council approved Main Street will be shut down to help promote Shopping Saturdays / Mount Forest local Business Celebration!
- Chamber was asked to put up barriers on and around Main Street and set up directions for the detour. Sharon said she and the Fireworks Volunteers can take care of that.
- Dale wants the Chamber to continue getting businesses onto Shop Wellington North.
- The Farmers Market on Shopping Saturdays will be relocated to the Main Street (Scotiabank) to be closer to the event.
- 88.7 The River will be in charge of the entertainment.

- All costs will be covered by the Township.
- The Township is debating whether to reach out to food vendors for Saturday. Sharon says to reach out to local restaurants to be given the chance first.
- The Shopping Saturdays are weather dependent.
- Businesses beyond the downtown area are also welcome to come and set up a booth for the day.
- The Township has to check with Public Health about renting a Porta Potty.
- Jesse suggests that each store should have a special one day deal to draw customers. However Dale says it is up to the individual business owner to decide that.

Council Notes (Lisa Hern):

- Queen street Grant is in the process of potential funding.
- Arthur WasteWater Treatment Plant is on schedule.
- Rural garbage collection is #1 call in question
- Update on the highway traffic act is that off road vehicles will be allowed on municipal roads by January 2021.

Office Operations:

- Pam is taking a break from the Chamber.
- The board debated to hire someone to pick up all of her tasks. However the Board agrees to split the tasks evenly amongst everyone until a new Administrator has been hired and trained or Pam comes back.
- In terms of hiring a new Administrator Corbin, Krista and Callee will take the wheel on the hiring process.
- Shawn says that Kevin told him that the bathroom should be done by the end of the week. (It wasn't)
- The board plans to meet quickly and socially distanced at the Chamber office to go over all of the tasks and spread them out evenly.
- One task was decided on the Zoom Meeting and that was that Shawn and Sharon would take over finances.

Guide:

- URL for online Guide has been bought and paid for by Callee.

- Corbin will send out the latest proof for all the board members to proofread so it can be sent off to print.
- Krista and Jesse's President Letter was cleared to go ahead and be inserted into this year's Guide.

Shop Wellington North:

- The board suggested that there should be weekly posts reminding our follows about Shop Wellington North and the products that are on the website.
- It was debated whether to reach out to the local farmers market onto the website. No final decision was made.
- The board said to find a review button for the website and to promote that as well.
- The board also recommended that the website should be filed as a non profit. With being a non profit organization we'd get a discount. Corbin and Callee will look after that.
- Corbin will get in touch with Rob at 88.7 The River to promote Shop Wellington North on air!

Roundtable:

- Corbin: Nothing to say.
- Krista: Nothing to say.
- Lisa: Nothing to say.
- Jesse: Nothing to say.
- Callee: Brought up window decals that she will send out to members. Minor hockey wants the Chamber's blessing to help find creative ways of reaching out to businesses to fundraise.
- Dale: Nothing to say.
- Shawn: Nothing to say.
- Michelle: Nothing to say.

Adjournment:

Shawn called the meeting to an end at 8:28pm.

The next meeting will take place on August 11th at 7pm on Zoom.

Minutes Typed and Distributed by: Corbin Peter
Minutes Read and Reviewed by: Sharon Wenger

REVENUE

Non Event Income

Membership Fees	14.74
Community Membership	0.00
Chamber Insurance Administration	609.02
Chamber-First Data	1.97
Grants	3,000.00
Commercial Rental Income	1,800.00
Residential Rental Income	2,150.00
Gov't Subsidy	0.00

Total Non Event Income 7,575.73

Event/Activities Income

Participation of Event	2,752.39
Fireworks Vendor	842.48
Donations to Events	6,191.15
Admission to Event	15,771.68
Ticket Sales for Event	26,099.51
Gain on Disposal	0.00
Other Event Income	402.83

Total Event /Activities Income 52,060.04

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 59,635.77

EXPENSE

Payroll Expenses

Wages & Salaries	3,669.12
Vacation Pay Expense	0.00
EI Expense	83.22
Source Deductions Expense	0.00
CPP Expense	79.08

Total Payroll Expense 3,831.42

Office & Administrative Expen...

Accounting & Legal	287.00
Web-MountForest.ca	390.00
POS Fees - Shop Wellington North	0.00
Interest & Bank Charges	194.40
Mortgage Interest	1,635.49
Office Supplies	746.81
Property Taxes	2,129.16
Postage	71.99
Professional Fees	0.00
Training Expense	0.00
Repair & Maintenance	1,013.36
Telephone	120.00
Utilities	260.25

Total Office & Admin. Expenses 6,848.46

Event Expenses

Event Advertising	0.00
General Event Expenses	0.00
Fireworks - Advertising	9,633.05
Fireworks - Printing/Signs	1,913.00

Mount Forest District Chamber of Commerce
Income Statement Jul 01, 2019 to Jul 31, 2019

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Page 2

Fireworks - Entertainment	21,669.50	
Fireworks - Productions & Rentals	8,548.65	
Fireworks - Supplies and Misc.	2,985.73	
Fireworks Event Expenses		44,749.93
Total Event Expense		44,749.93
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		55,429.81
NET INCOME		4,205.96

ASSET

Current Assets		
Petty Cash	100.00	
Petty Cash - OTF Community Ac...	0.00	
Cash Float - Fireworks Festival	0.00	
Shop WN Clearing	5,048.44	
Cash Clearing	600.00	
Chequing Bank Account	19,318.94	
OTF Community Account	53,727.29	
Total Cash		78,794.67
Accounts Receivable	11,745.64	
Allowance for Doubtful Accounts	-3,076.99	
Due from OTF Community Anim...	0.00	
Total Receivable		8,668.65
Prepaid Entertainment		7,195.50
Total Current Assets		94,658.82
Capital Assets		
Office Furniture & Equipment		0.00
Computer Equipment		0.00
Building		338,820.60
Land		125,000.00
Total Capital Assets		463,820.60
TOTAL ASSET		558,479.42

LIABILITY

Current Liabilities		
Accounts Payable		25,954.89
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		700.00
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	740.19	
GST Paid on Purchases	-78.59	
GST Adjustments	-169.76	
GST Owing (Refund)		491.84
HST Refund Receivable		-1,353.40
Deposits - Festival		3,900.00
Total Current Liabilities		31,774.16
Long Term Liabilities		
Mortgage Payable		239,126.05
Total Long Term Liabilities		239,126.05
TOTAL LIABILITY		270,900.21

EQUITY

Retained Earnings		
Retained Earnings - Previous Year		171,398.05
Investment in Capital Assets		56,641.58
Unrestricted Net Assets		55,413.39
Current Earnings		4,126.19
Total Retained Earnings		287,579.21

TOTAL EQUITY	<u>287,579.21</u>
LIABILITIES AND EQUITY	<u><u>558,479.42</u></u>

Mount Forest District Chamber of Commerce

Cheque Log for 1060 Chequing Bank Account from Jul 01, 2020 to Jul 31, 2020

Cheque No.	Cheque Type	Payee	Amount	Cheque Date	Times Printed	Entered into system	JE#	JE Date
7341	Payment	Corbin R. Peter	714.69	Jul 10, 2020	0	Reversed	J538	Jul 10, 2020
7342	Payment	Corbin R. Peter	714.69	Jul 10, 2020	0	Yes	J540	Jul 10, 2020
7343	Payment	Corbin R. Peter	714.69	Jul 24, 2020	2	Yes	J541	Jul 24, 2020
7344	Payment	Workplace Safety and Insur...	27.97	Jul 10, 2020	1	Yes	J542	Jul 10, 2020
7345	Payment	Receiver General	308.88	Jul 10, 2020	1	Yes	J543	Jul 10, 2020
7346	Payment	Padfield Nelson Insurance ...	1,215.00	Jul 10, 2020	1	Yes	J544	Jul 10, 2020
7347	Payment	Yardistry Ltd.	3,635.79	Jul 10, 2020	1	Yes	J545	Jul 10, 2020
7348	Payment	Print One	45.20	Jul 10, 2020	1	Yes	J579	Jul 10, 2020
7349	Payment	Yardistry Ltd.	11,573.89	Jul 10, 2020	1	Yes	J580	Jul 10, 2020
7350	Payment	Scott's Pizza Burger	77.34	Jul 24, 2020	1	Yes	J603	Jul 24, 2020
7351	Payment	Yardistry Ltd.	3,544.89	Jul 24, 2020	1	Yes	J604	Jul 24, 2020
7352	Payment	Yardistry Ltd.	2,363.26	Jul 30, 2020	1	Yes	J609	Jul 30, 2020
7353	Payment	MARCC Apparel Company...	161.03	Jul 30, 2020	1	Yes	J610	Jul 30, 2020
07082020	Payment	Wellington North Power Inc	229.34	Jul 08, 2020	0	Yes	J669	Jul 08, 2020
07132020	Payment	Union Gas Limited	29.50	Jul 13, 2020	0	Yes	J670	Jul 13, 2020
07202020	Payment	BMO Mastercard	490.83	Jul 20, 2020	0	Yes	J668	Jul 20, 2020
07302020ee	Payment	Saugeen Economic Develo...	1,258.40	Jul 30, 2020	0	Yes	J751	Jul 30, 2020
07302020w	Payment	Wightman	22.60	Jul 30, 2020	0	Yes	J750	Jul 30, 2020



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

ORANGEVILLE • FERGUS • HARRISTON

August 12, 2020

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

Attention: Darren Jones
 Chief Building Official

RE: TOWNSHIP OF WELLINGTON NORTH
 MAPLE RIDGE ESTATES SUBDIVISION
 (KENILWORTH)
 PRELIMINARY ACCEPTANCE
 STAGE I and II MUNICIPAL SERVICES
 OUR FILE: A5522A

Dear Mr. Jones:

Further to a request from the Developer's consultant, Stephen Burnett & Associates (Burnett), dated July 31, 2020 (attached) regarding Preliminary Acceptance of Stage I and II municipal services (i.e. underground services, base asphalt and curb/gutter) for the Maple Ridge Subdivision, we wish to advise as follows:

- Site inspections have been completed by Triton Engineering Services Limited, Burnett and municipal staff. These inspections have confirmed that Stage I and II municipal works have been substantially completed. Minor deficiencies were noted during the inspection; however, these do not impact the substantial completion status. A deficiency list has been forwarded to the Developer's contractor. These deficiencies are to be addressed in a timely fashion. Securities will be retained to ensure these deficiencies are completed satisfactorily.
- The Developer's consultant, Burnett has provided written confirmation that these services have been constructed and installed in accordance with the approved plans and specifications in their letter dated July 31, 2020 (attached).
- A construction cost estimate and security requirements for remaining works has been provided by Burnett dated August 7, 2020 (attached). This breakdown has been reviewed by our office and found to be satisfactory.



Based on the preceding, we recommend that Preliminary Acceptance be granted for Stage I and II municipal services for the Maple Ridge Subdivision with the guarantee and maintenance period commencing as of July 31, 2020.

Further, we recommend that the current securities held by the municipality be reduced to **\$445,000.00** which reflects 100% of the remaining works and 20% of the completed works as per the Subdivision Agreement, subject to confirmation that all outstanding accounts with respect to the development have been paid in full and that the Developer is not in default of its obligations pursuant to its agreement(s) with the municipality.

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

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in blue ink, appearing to read 'D Lyttle', with a long horizontal stroke extending to the right.

Dustin Lyttle, E.I.T.

Encl.

cc: Matthew Aston, Director of Operations Wellington North
Paul Ziegler, Triton Engineering



July 31st, 2020

Maple Ridge Estates Development

Kenilworth, ON

SBA Job #: D15001

Attn: Dustin Lyttle, Triton Engineering Services Ltd.

Re: Request for Preliminary Acceptance: Stage (1) and (2)

Dear Dustin,

On behalf of Maple Ridge Estates Inc. and in accordance with section 4.2 of the subdivision agreement, we are formally writing to request preliminary acceptance for stages (1) and (2) from the Township of Wellington North.

As the Developers Engineer, S. Burnett & Associates can confirm that all work completed to date has been under the full-time supervision of the developer's engineer and is in general conformance to the approved site plans and municipal standards. These works include:

- Stage (1) - All underground storm sewer including service connections to street allowance limits, and all storm water management works
- Stage (2) – All road works up to and including granular road base, curb and gutter, base asphalt, boulevard grading, installation of street and traffic signs and installation of conduit for hydro and other utilities.

Minor deficiencies noted during the site inspection with the Township and the Townships' engineer on July 9th, 2020, are currently being addressed and the developer's engineer will provide written confirmation and photographs upon rectification.

V.A. Wood (Guelph) Inc. is the geotechnical consultant responsible for materials testing for this development, and full reports will be submitted to the municipalities engineer once complete.

We trust you will find this acceptable and request that the Township issue a Certificate of Preliminary Acceptance for stages (1) and (2). Our request for a reduction in securities currently being held by the Township will be submitted separately.

Should you have any questions or require further information, please do not hesitate to contact myself.

Yours truly,



Blake Aram, B.Eng.

Site Inspector

S. Burnett & Associates Limited

CC: Matt Aston, Township of Wellington North
Dale Clark, Township of Wellington North
James Coffey, Maple Ridge Estates Inc.
Stephen Burnett, Maple Ridge Estates Inc.

COPY



Prepared by: B.Aram
 Checked by: S. Burnett
 Date: 2020-08-07
 Revision no.: 1

Reduction in Securities
Maple Ridge Estates - Kenilworth, ON

Project No. D15001

Security Reduction Summary

Section	Amount		
	Total Price	Released	Amount Retained
Section A Miscellaneous Costs	\$37,500.00	\$33,000.00	\$4,500.00
Section B General Siteworks/Earthworks	\$154,993.50	\$127,191.00	\$27,802.50
Section C Roadworks (Streets A & B)	\$299,968.31	\$251,487.82	\$48,480.49
Section D Main Entrance	\$17,343.60	\$10,382.77	\$6,960.83
Section E Driveway	\$68,050.00	\$3,580.00	\$64,470.00
Section F Storm Sewers	\$192,750.00	\$184,250.00	\$8,500.00
Section G Storm Water Management Pond & Access	\$131,549.50	\$130,049.50	\$1,500.00
Section H Electrical & Utilites	\$129,297.00	\$88,611.00	\$40,686.00
Construction Total	\$1,031,451.90	\$828,552.09	\$202,899.81
Engineering Design & Approvals	10% LS \$103,145.19	\$82,855.21	\$20,289.98
Contingencies (10%)	10% LS \$103,145.19	\$82,855.21	\$20,289.98
Non-Construction Total	\$206,290.38	\$165,710.42	\$40,579.96
Project Total	\$1,237,742.28	\$994,262.51	\$243,479.78
100% of incompleted work			\$243,479.78
20% of completed			\$198,852.50
Total Amount Held back			\$442,332.28
Total After 20% holdback on completed work			\$795,410.01
Total Previously Released			\$0.00
Total Requested Amount for Release			\$795,410.01

COPY

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
A	Miscellaneous Costs:						
	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00	\$8,000.00	\$2,000.00
	Bonding / Insurance	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
	Utility Location / Layout	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
	Environmental Mitigation Measures	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
Total Section A Miscellaneous Costs					\$37,500.00	\$33,000.00	\$4,500.00

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
B	General Siteworks/Earthworks						
	Clearing, Grubbing & Stockpiling of Material	4,014	sq.m	\$6.50	\$26,091.00	\$26,091.00	\$0.00
	Relocating Existing Stockpile Material	4,200	cu.m	\$8.00	\$33,600.00	\$33,600.00	\$0.00
	Earth Excavation	1,350	cu.m	\$10.00	\$13,500.00	\$13,500.00	\$0.00
	Supply, Place, Grade and Compact Fill	1,800	cu.m	\$30.00	\$54,000.00	\$54,000.00	\$0.00
	1.8m Chainlink Fencing (Perimeter of Private Driveway & Public School Property)	330	m	\$80.00	\$26,400.00	\$0.00	\$26,400.00
	School Access Sidewalk						
	1.5m Concrete Sitewalk (OPSD 310.010)	32	sq. m	\$35.00	\$1,102.50	\$0.00	\$1,102.50
	• Granular "A" (150mm)	12	tonne	\$25.00	\$300.00	\$0.00	\$300.00
	Total Section B General Siteworks				\$154,993.50	\$127,191.00	\$27,802.50

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
C	Roadworks (Streets A & B)						
	Sub Base And Base						
	• Granular "B" (450mm)	4,670	tonne	\$20.00	\$93,392.72	\$93,392.72	\$0.00
	• Granular "A" (150mm)	1,398	tonne	\$25.00	\$34,961.88	\$34,961.88	\$0.00
	Subdrain						
	100mm dia. Perforated subdrain wrapped in filter cloth, under all curbs	840	m	\$20.00	\$16,800.00	\$16,800.00	\$0.00
	Subdrain Connection To Structures	10	ea	\$250.00	\$2,500.00	\$2,500.00	\$0.00
	Concrete Gutter						
	Concrete Curb & Gutter (OPSD 600.040)	765	m	\$45.00	\$34,425.00	\$34,425.00	\$0.00
	Concrete Gutter Spillway (OPSD 604.010)	2	ea	\$400.00	\$800.00	\$800.00	\$0.00
	Asphalt Base and Surface						
	• HL#4 (50mm)	466	tonne	\$115.00	\$53,608.22	\$53,608.22	\$0.00
	• HL#3 (40mm)	373	tonne	\$130.00	\$48,480.48	\$0.00	\$48,480.48
	Traffic Control Signage	15,000	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
Total Section C Roadworks (Streets A & B)					\$299,968.31	\$251,487.82	\$48,480.49

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
D	Main Entrance						
	Sub Base And Base						
	• Granular "B" (450mm)	200	tonne	\$20.00	\$4,000.50	\$4,000.50	\$0.00
	• Granular "A" (150mm)	57	tonne	\$25.00	\$1,414.05	\$1,414.05	\$0.00
	Subdrain						
	100mm dia. Perforated subdrain wrapped in filter cloth, under all curbs	35	m	\$20.00	\$700.00	\$700.00	\$0.00
	Concrete Gutter						
	Concrete Curb & Gutter (OPSD 600.040)	35	m	\$60.00	\$2,100.00	\$2,100.00	\$0.00
	Asphalt Base and Surface						
	• HL#4 (50mm)	19	tonne	\$115.00	\$2,168.22	\$2,168.22	\$0.00
	• HL#3 (40mm)	15	tonne	\$130.00	\$1,960.82	\$0.00	\$1,960.82
	Miscellaneous						
	Estate Sign	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Total Section D Main Entrance					\$17,343.60	\$10,382.77	\$6,960.83

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
E	Driveways						
	Sub Base And Base						
	• Granular "B" (300mm)	1,250	tonne	\$20.00	\$25,000.00	\$1,315.00	\$23,685.00
	• Granular "A" (150mm)	630	tonne	\$25.00	\$15,750.00	\$828.00	\$14,922.00
	Asphalt Base and Surface						
	• HL#3 (50mm)	210	tonne	\$130.00	\$27,300.00	\$1,437.00	\$25,863.00
Total Section E Driveway					\$68,050.00	\$3,580.00	\$64,470.00

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
F	Storm Sewer System						
	Storm Sewer Pipe:						
	400mm Dia. PVC SDR 35	100	m	\$300.00	\$30,000.00	\$30,000.00	\$0.00
	300mm Dia. PVC SDR 35	420	m	\$150.00	\$63,000.00	\$63,000.00	\$0.00
	250mm Dia. PVC SDR 35 CB Leads	100	m	\$125.00	\$12,500.00	\$12,500.00	\$0.00
	100mm Dia. PVC Storm Lateral Service	19	ea	\$1,250.00	\$23,750.00	\$23,750.00	\$0.00
	CCTV Storm Sewer	1	LS	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00
	Manholes and Catchbasins						
	MHCB (1200mm Dia. OPSD)	2	ea	\$4,000.00	\$8,000.00	\$8,000.00	\$0.00
	MHCB (1500mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
	MH (1200mm Dia. OPSD)	3	ea	\$4,000.00	\$12,000.00	\$12,000.00	\$0.00
	MH (1500mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	MH (1800mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	CB (OPSD)	10	ea	\$2,500.00	\$25,000.00	\$25,000.00	\$0.00
Total Section F Storm Sewers					\$192,750.00	\$184,250.00	\$8,500.00

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
G	Storm Water Management Pond & Access						
	Storm Water Management Pond						
	Supply and Install Clay Liner	1542	sq. m	\$10.00	\$15,420.00	\$15,420.00	\$0.00
	Rip Rap Protection c/w Geotextile Lining (Terrafix 270R or Approved Equivalent) as Indicated on Drawing	70	sq. m	\$50.00	\$3,500.00	\$3,500.00	\$0.00
	Topsoil and Hydroseeding	4292	sq. m	\$4.50	\$19,314.00	\$19,314.00	\$0.00
	Concrete Headwall (OPSD 804.030)	2	ea	\$4,500.00	\$9,000.00	\$9,000.00	\$0.00
	Galvanized Steel Handrail (OPSD 980.101)	2	ea	\$1,200.00	\$2,400.00	\$2,400.00	\$0.00
	Outlet Pipe - 650mm Dia. Pipe	180	m	\$350.00	\$63,000.00	\$61,500.00	\$1,500.00
	Connection To Existing Municipal Drain Branch 'B'	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
	Storm Water Runoff ROW						
	Ditching	85	m	\$25.00	\$2,125.00	\$2,125.00	\$0.00
	Topsoil and Hydroseeding	335	sq. m	\$4.50	\$1,507.50	\$1,507.50	\$0.00
	Storm Water Management Pond Access						
	Ditching	81	m	\$25.00	\$2,025.00	\$2,025.00	\$0.00
	Topsoil and Hydroseeding	374	sq. m	\$4.50	\$1,683.00	\$1,683.00	\$0.00
	Driveway Sub Base And Base						
	• Granular "B" (300mm)	310	tonne	\$20.00	\$6,200.00	\$6,200.00	\$0.00
	• Granular "A" (150mm)	155	tonne	\$25.00	\$3,875.00	\$3,875.00	\$0.00
Total Section G Storm Water Management Pond & Access					\$131,549.50	\$130,049.50	\$1,500.00

Items	Description	Quantity	Unit	Unit Price	Total Price	Amount Released	Amount Remaining
H	Electrical & Utilities						
	Civil Works						
	Excavation of trenches, masonry sand padding and backfill	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
	Supply and install concrete vaults, grounding grid and crush stone for transformers	3	ea	\$1,500.00	\$4,500.00	\$4,500.00	\$0.00
	Supply and install Hydro One roadcrossing ductbank	4	ea	\$1,500.00	\$6,000.00	\$6,000.00	\$0.00
	Supply and install Hydro One street light roadcrossing ductbank	1	ea	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
	Hydro One Electrical						
	Supply and install single phase primary underground cable (Red Phase)	796	m(P)	\$25.00	\$19,900.00	\$19,900.00	\$0.00
	100mm PVC Type II duct (including pull rope and end caps)	1637	m(P)	\$12.00	\$19,644.00	\$19,644.00	\$0.00
	Secondary underground triplex cable 3/0 aluminum from transformers to property line (including marker stakes, 100mm pipe and cable protection)	954	m(P)	\$10.00	\$9,540.00	\$9,540.00	\$0.00
	Secondary underground cable 250 kcmil from transformers to property line (including marker stakes, 100mm pipe and cable protection)	426	m(P)	\$12.00	\$5,112.00	\$5,112.00	\$0.00
	Cable labeling to hydro One nomenclature	1	LS	\$1,200.00	\$1,200.00	\$1,200.00	\$0.00
	Street Lighting						
	Street light cable	467	m(P)	\$8.00	\$3,736.00	\$0.00	\$3,736.00
	Street light, base, pole luminaire and grounding (48W LED)	13	ea	\$2,750.00	\$35,750.00	\$0.00	\$35,750.00
	Street lighting pedestal (including secondary feed to transformer, vault and grounding)	1	ea	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	53mm dia. conduit including pull rope	428	m(P)	\$5.00	\$2,140.00	\$2,140.00	\$0.00
	Cable terminations at transformers	3	ea	\$25.00	\$75.00	\$75.00	\$0.00
	Miscellaneous						
	ESA permits, inspection, certification	1	LS	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
Total Section H Electrical & Utilities					\$129,297.00	\$88,611.00	\$40,686.00



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of August 24th, 2020
From: Darren Jones, Chief Building Official
Subject: CBO 2020-09 Building Permit Review Period Ending July 31st, 2020

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2020-09 being the Building Permit Review for the period ending July 31st, 2020.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2020-08 Building Permit Review Period Ending June 30th, 2020
2. CBO 2019-14 Building Permit Review Period Ending July 31st, 2019

BACKGROUND

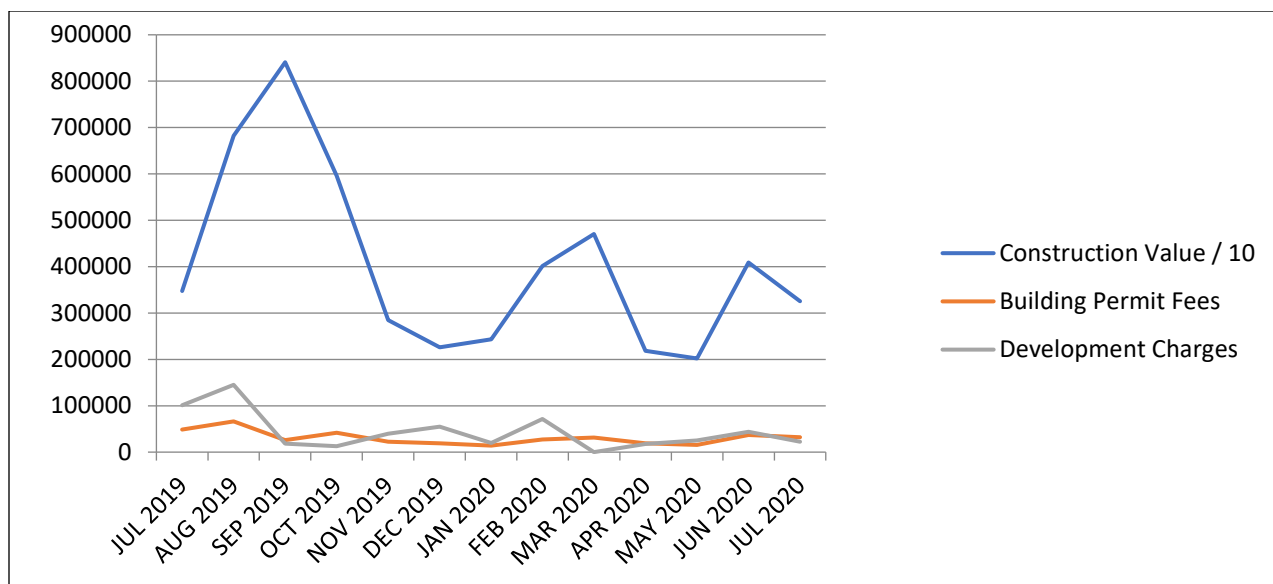
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	3	1,400,000.00	9,000.00	22,083.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	4	343,200.00	4,156.36	0.00
Garages / Sheds	2	19,000.00	634.40	0.00
Pool Enclosures / Decks	8	80,000.00	1,243.45	0.00

Commercial	1	9,000.00	377.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	3	260,000.00	4,359.42	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	9	1,066,000.00	10,923.50	0.00
Sewage System	3	64,000.00	1,560.00	0.00
Demolition	1	10,000.00	130.00	0.00

Total July 2020	34	3,251,200.00	32,384.13	22,083.00
Total Year to Date	139	22,707,300.00	175,584.86	198,777.10

12 Month Average	23	4,082,666.67	29,281.75	39,085.43
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10 Year Monthly Average	26	2,629,365.00	27,776.93	47,385.71
10 Year, Year to Date Average	141	18,599,467.80	165,619.68	274,988.82

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



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 24th, 2020

From: Dale Small
Economic Development Officer

Subject: EDO 2020-018 Owen Sound to Guelph Voyago inter-community Bus Service

RECOMMENDATION

THAT Council of the Corporation of Township of Wellington North receive for information Report EDO 2020-018 being a report on the Owen Sound to Guelph Voyago inter-community Bus Service

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the licensing agreements with the City of Owen Sound allowing the bus service to utilize Municipal Parking Lots in Arthur & Mount Forest as pick-up and drop-off points.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

In May of 2018, the City of Owen Sound received a grant of upwards to \$1.4 million from Ontario's Ministry of Transportation toward a bus connection with Guelph. This funding was announced at the same time that the County of Wellington also received transportation funding and have subsequently launched our Ridewell service.

Working with the City of Owen Sound a company called Voyago has signed up for a pilot project to operate the line. The service will include stops in Chatsworth, Williamsford, Durham, Mount Forest, Arthur, Fergus and Elora. Two round trips will be completed each day and for information purposes a one-way trip from Arthur or Mount Forest to Owen Sound will cost \$15.00, Arthur to Guelph will be \$5.00 and Mount Forest to Guelph \$10.00.

Last fall the City of Owen Sound reached out to staff to discuss possible stop locations in our communities and the service had planned to launch in the spring. These plans got delayed with COVID 19 however they now plan to launch on August 31st. The recommended stop location in Mount Forest is on the Municipal portion of the Parking Lot behind Foodland and in Arthur in the Municipal parking Lot behind the TD Bank.

The City of Owen Sound have provided a license agreement for the Township to sign in order for the bus service to be able to stop on Municipal property. The term of the agreement is through to August 31st, 2023 however should it not operate to our satisfaction it can be terminated with thirty days notice.

Further details on the service as well as extensive marketing and promotion will occur over the next little while. Further information can be obtained at the following link
<https://www.owensound.ca/en/living/guelph-owen-sound-transportation.aspx>



FINANCIAL CONSIDERATIONS

There is no financial cost associated with this agreement. The main requirement is that the Municipality must properly maintain the stopping area.

ATTACHMENTS

None

STRATEGIC PLAN 2019 – 2022

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

XX Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

XX Partnerships

XX Municipal Infrastructure

XX Alignment and Integration

Prepared By: Dale Small, Economic Development Officer *Dale Small*

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



Staff Report

To: Mayor and Members of Council Meeting of August 24th, 2020

From: Dale Small,
Economic Development Officer

Subject: EDO 2020-019 Community Improvement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Community Improvement Program report EDO 2020-019

AND FURTHER THAT Council approve grants as follows:

- \$ 975.00 Façade Improvement Grant for new signage at 183 George Street in Arthur, home of The Lost Tattoo.
- \$1,148.00 Façade Improvement Grant for new signage at 360 Main Street North in Mount Forest, home of Wrap Stars

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The Wellington North Community Improvement Plan (CIP) enables the Municipality to provide grants to individuals, businesses and organizations who are making improvements to their buildings all in an effort to support revitalization and redevelopment activities in our community.

Since 2012, 114 applications have been received for funding with half of these applications coming over the last two years. The total dollar value of improvements made in our Community is conservatively estimated at \$2.1 million and of this amount 83% has been covered by the applicants with the remaining 17% covered by grants or loans under the Community Improvement or Downtown Revitalization Programs.

This report contains two new applications for approval. All applicants are eligible as per our Community Improvement Guidelines and all have been reviewed and are recommended for approval. Grant funding only gets advanced to the applicant once the proposed improvements are completed and a copy of the final invoice provided to the EDO.

A brief overview of the two applications follow:

1. An application was received from Rob Walsom owner of **The Lost Tattoo** to assist with new signage for the business he has opened at 183 George Street in Arthur. The new signage has been installed and a picture follows:



Total cost of the signage including design and installation was \$1,950 and 50% of this is eligible for a grant under our program.

2. An application was received from Marco Guarino owner of **Wrap Stars** to assist with new signage for his business located at 360 Main Street North in Mount Forest. The new signage has been installed and a picture follows:



Total cost of the signage including design and installation was \$2,296 and 50% of this is eligible for a grant under our program.

FINANCIAL CONSIDERATIONS

At the July 13th, 2020 meeting of Wellington North council an additional \$25,000 in funding was approved by council to support applications under the Community Improvement Program. This brought the total funding available in 2020 to **\$75,000**.

As at August 24th, including these two applications, council will have approved 29 applications representing **68,941** in funding. Of this amount:

- \$ 5,000 will be advanced as loans under the Community Improvement Program
- \$10,000 will most likely not be advanced until project completion in 2021
- \$53,941 will be advanced in 2020

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:	Dale Small, Economic Development Officer	<i>Dale Small</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



TO: Wellington North Council
August 24, 2020

Request for Main Street Gold Bike Display; Downtown Mount Forest Retail Committee & Mount Forest BIA

The goal for September is to display gold bikes, on Main Street and inside participating businesses, to raise awareness and show support to the fighters of Childhood Cancer. We will be asking businesses who would like to be involved, to collect donations that will be distributed evenly (50/50) between our chosen local family and the Ronald McDonald House Charities.

Some of you may be familiar with Edgar/Dickert family, who's little boy Simon, is only 6 years old and has been fighting Brain Cancer for quite some time. A diagnosis like this severely impacts a family, especially one that has other small children in the household. As we cannot change the hardships that this family has and continues to endure, any donations would not only help financially but also show them that they have the backing of their community, in which they avidly support.

Anyone, who has had, or knows of a child, who has had a prolonged stay in hospital for whatever diagnosis, knows how important the Ronald McDonald House Charities are to families across Canada. They help families stay close together, and lessen the out of pocket burdens, by offering housing, lodging, meals, and emotional supports.

We are requesting to have 10-15 Gold Bikes chained to downtown in various locations, ie. lights standard, tree's posts etc. We would like these bikes to be left out 24/7 from start of September until the last day of September. The bikes will have a laminated write up with information on how to support the cause.

Another 10-15 Bikes will be distributed between participating retailers. They will be responsible for displaying these bikes, whether inside window displays or outside of their stores, and will be collecting donations at their locations. The Mount Forest Retail Committee will be responsible for collecting donations weekly. They will also distribute bikes, collection jars, and information sheets at the start and collect all of these items at the end of September as well.

Best,

Andrew Coburn, BSBA CAIB
 Chair, Mount Forest BIA

8/17/20

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
76159	A J Stone Company Ltd.	8/12/20	\$478.91
76160	Arthur and District Chamber of	8/12/20	\$125.00
76161	Bob Armstrong	8/12/20	\$69.11
76162	ARTHUR BIA	8/12/20	\$10,000.00
76163	Arthurs Fuel	8/12/20	\$274.24
76164	Bell Canada	8/12/20	\$765.75
76165	Broadline Equipment Rental Ltd	8/12/20	\$1,850.94
76166	Anna Brubacher	8/12/20	\$170.00
76167	Chalmers Fuels Inc	8/12/20	\$305.78
76168	Christmas Canada	8/12/20	\$16,724.38
76169	Amanda Coombes	8/12/20	\$1,976.00
76170	Corporate Express Canada Inc.	8/12/20	\$177.23
76171	Country Carpet & Furniture	8/12/20	\$400.00
76172	County of Wellington	8/12/20	\$837.75
76173	Duncan, Linton LLP, Lawyers	8/12/20	\$5,670.91
76174	Federal Express Canada Ltd.	8/12/20	\$23.55
76175	GRAND 101.1FM	8/12/20	\$904.00
76176	Grey County Fire Chiefs Air Li	8/12/20	\$1,200.00
76177	Hydro One Networks Inc.	8/12/20	\$993.18
76178	Keltech Signs Ltd.	8/12/20	\$42.32
76179	Kronos Canadian Systems Inc.	8/12/20	\$668.04
76180	Leslie Motors Ltd.	8/12/20	\$93,513.29
76181	Terry Lois Martin	8/12/20	\$1,900.00
76182	Kevin McRobb Construction	8/12/20	\$1,900.00
76183	Mt Forest Memorials	8/12/20	\$452.00
76184	Tammy Pringle	8/12/20	\$25.00
76185	Royal Bank Visa	8/12/20	\$4,737.61
76186	Silver Top Supply	8/12/20	\$2,231.75
76187	Marjorie Small	8/12/20	\$360.00
76188	Cara Smith	8/12/20	\$248.60
76189	Suncor Energy Inc.	8/12/20	\$1,902.69
76190	Trevor Roberts Auto Repair	8/12/20	\$1,442.14
76191	Township of Centre Wellington	8/12/20	\$1,749.85
76192	Enbridge Gas Inc.	8/12/20	\$1,301.18
76193	Wellington Advertiser	8/12/20	\$2,646.46
76194	Lowell Ray Wideman	8/12/20	\$140.78
76195	Wightman Telecom Ltd.	8/12/20	\$270.88
76196	Young's Home Hardware Bldg Cen	8/12/20	\$907.90
EFT0000843	Aboud & Associates Inc.	8/12/20	\$2,847.60
EFT0000844	Acapulco Pools Limited	8/12/20	\$6,970.97

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000845	Agrisan SC Pharma	8/12/20	\$5,802.34
EFT0000846	ALS Canada Ltd.	8/12/20	\$609.08
EFT0000847	Arthur Home Hardware Building	8/12/20	\$452.04
EFT0000848	Blackline Consulting	8/12/20	\$14,975.41
EFT0000849	B M Ross and Associates	8/12/20	\$24,743.96
EFT0000850	CARQUEST Arthur Inc.	8/12/20	\$11.29
EFT0000851	CIMA Canada Inc.	8/12/20	\$35,216.85
EFT0000852	Coffey Plumbing, Div. of KTS P	8/12/20	\$461.61
EFT0000853	Cordes Enterprise	8/12/20	\$1,844.41
EFT0000854	County of Wellington	8/12/20	\$256,284.46
EFT0000855	Decker's Tire Service	8/12/20	\$862.19
EFT0000856	Delta Elevator Co. Ltd.	8/12/20	\$878.83
EFT0000857	Eric Cox Sanitation	8/12/20	\$2,582.73
EFT0000858	Excel Business Systems	8/12/20	\$251.39
EFT0000859	FOXTON FUELS LIMITED	8/12/20	\$533.16
EFT0000860	H Bye Construction Limited	8/12/20	\$2,661.17
EFT0000861	International Trade Specialist	8/12/20	\$893.91
EFT0000862	J J McLellan & Son	8/12/20	\$17.29
EFT0000863	Lifesaving Society	8/12/20	\$20.35
EFT0000864	M & L Supply, Fire & Safety	8/12/20	\$830.14
EFT0000865	Marcc Apparel Company	8/12/20	\$2,214.80
EFT0000866	Martins TLC	8/12/20	\$5,324.56
EFT0000867	Sara McDougall	8/12/20	\$249.12
EFT0000868	Mississauga Bus Coach & Truck R	8/12/20	\$1,977.17
EFT0000869	Moorefield Excavating Limited	8/12/20	\$160,033.10
EFT0000870	North Wellington Co-op Service	8/12/20	\$243.71
EFT0000871	Ontario One Call	8/12/20	\$133.59
EFT0000872	Ont Clean Water Agency	8/12/20	\$15,197.83
EFT0000873	PETRO-CANADA	8/12/20	\$3,248.45
EFT0000874	Purolator Inc.	8/12/20	\$10.49
EFT0000875	R&R Pet Paradise	8/12/20	\$2,263.72
EFT0000876	Reeves Construction Ltd	8/12/20	\$15,468.77
EFT0000877	ROBERTS FARM EQUIPMENT	8/12/20	\$20.23
EFT0000878	Rural Routes Pest Control Inc.	8/12/20	\$84.75
EFT0000879	Saugeen Community Radio Inc.	8/12/20	\$3,803.58
EFT0000880	Stephen Hale	8/12/20	\$1,254.30
EFT0000881	T&T Power Group	8/12/20	\$234,215.10
EFT0000882	Teviotdale Truck Service & Rep	8/12/20	\$2,028.59
EFT0000883	Triton Engineering Services	8/12/20	\$1,087.63
EFT0000884	Wellington North Power	8/12/20	\$19,344.93
EFT0000885	W. Schwindt & Sons Bldg Const	8/12/20	\$1,900.00
Total Amount of Cheques:			\$989,242.82



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council
Meeting of August 24, 2020

From: Adam McNabb, Director of Finance

Subject: Report TR2020-14 Being a report on the Federal / Provincial Safe Restart Agreement

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2020-14 being a report on the Federal / Provincial Safe Restart Agreement for information.

FURTHER THAT the Council of the Corporation of the Township of Wellington North endorse the staff recommendation to deposit funds, once received, into the Tax Rate Stabilization Reserve account until full-year of COVID-19 related costs and pressures have been realized.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

N/A

BACKGROUND

On August 12, 2020, the Township had obtained details of the Federal / Provincial Safe Restart Agreement inclusive of the per household allocation that the Township of Wellington North is eligible to receive in the fall of 2020.

Salient points of this agreement are detailed below for Council and Staff:

- The Township of Wellington North will receive \$311,000 to support our COVID-19 operating costs and pressures (based on a per household allocation amongst the 444 eligible Municipalities)
- The Township of Wellington North is accountable for using this funding for the purpose of addressing our priority COVID-19 operating costs and pressures
- The expectation is that the Township of Wellington North will place any excess funding into reserves / reserve funds to be accessed to support COVID-19 operating costs and pressures that may continue into incur in 2021.

- The Township of Wellington North will be expected to report back to the Province in March 2021 with details on 2020 COVID-19 operating costs and pressures, the Township's overall 2020 financial position, and the use of provincial funds.
- A second phase of funding will be available for municipalities that can demonstrate that 2020 COVID-19 operating costs and pressures exceed their phase 1 per household allocation (reporting due by October 30, 2020).

FINANCIAL CONSIDERATIONS

At time of writing, the Township has incurred ~\$28K in additional expenses directly attributed to the COVID-19 global pandemic and has realized recreation revenue losses of approximating \$110K.

While it is still uncertain what the reporting requirements in March 2021 will allow to be directly correlated to this funding, it is envisaged that this initial intake will be sufficient to offset the 2020 operating costs and pressures relating to the COVID-19 global pandemic for the Township, thus any residual funds will be maintained in the Tax Rate Stabilization reserve as a funding source to offset any additional COVID-19 related operating costs and pressures identified.

ATTACHMENTS

SRF Phase 1 Allocation - Township of 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

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Adam McNabb, Director of Finance

Adam McNabb

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens

**Ministry of
Municipal Affairs
and Housing**

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234-2020-3359

August 12, 2020

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

Dear Mayor Lennox:

On July 27, 2020, as part of the federal-provincial Safe Restart Agreement, the Ontario government announced that it had secured up to \$4 billion in emergency assistance to provide Ontario's 444 municipalities with the support they need to respond to COVID-19. I am writing to you today to provide further details on this funding investment.

Municipalities play a key role in delivering critical services that Ontarians rely on and are at the frontlines of a safe reopening of the economy. This investment will provide support to municipalities and public transit operators to help them address financial pressures related to COVID-19, maintain critical services and protect vulnerable people as the province safely and gradually opens. It includes:

- Up to \$2 billion to support municipal operating pressures, and
- Up to \$2 billion to support municipal transit systems.

The Honourable Caroline Mulroney, Minister of Transportation, will provide more information on the transit stream of this funding.

I would also like to acknowledge the Federal government in their role in this historic agreement. As Premier Ford has indicated, "by working together, we have united the country in the face of the immense challenges brought on by COVID-19 and secured a historic deal with the federal government to ensure a strong recovery for Ontario and for Canada".

Under the municipal operating stream, \$1.39 billion will be available to Ontario's municipalities to address operating pressures and local needs. This funding will be allocated in two phases: 50% allocated in Phase 1 for all municipalities, and 50% allocated in Phase 2 for municipalities that require additional funding.

The Safe Restart Agreement also includes a second phase of Social Services Relief Funding (SSRF) totalling \$362 million. This is in addition to significant investments made earlier to the SSRF and in support of public health. Details will be outlined in a letter to Service Managers in the coming days.

Municipal Operating Funding Phase 1: Immediate Funding for Municipal Pressures

Phase 1 of this funding will be allocated on a per household basis and I am pleased to share that the **Township of Wellington North will receive a payment of \$311,000** to support your COVID-19 operating costs and pressures.

Please note that your municipality is accountable for using this funding for the purpose of addressing your priority COVID-19 operating costs and pressures. If the amount of the funding exceeds your municipality's 2020 COVID-19 operating costs and pressures, the province's expectation is that your municipality will place the excess funding into reserves to be accessed to support COVID-19 operating costs and pressures that you may continue to incur in 2021. Your municipality will be expected to report back to the province in March 2021 with details on your 2020 COVID-19 operating costs and pressures, your overall 2020 financial position, and the use of the provincial funds in a template to be provided by the ministry. More details on this reporting will be shared in the coming weeks.

In the meantime, I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by email by September 11, 2020 to Municipal.Programs@ontario.ca. Please note that we must receive this acknowledgement before making a payment to your municipality. We intend to make payments to municipalities in September, subject to finalizing details.

Phase 2: Funding for Additional Municipal Pressures

I anticipate that the funding our government is providing through Phase 1 of the municipal operating stream will be sufficient to address COVID-19 costs and pressures for most municipalities. However, we recognize that some municipalities have experienced greater financial impacts arising from COVID-19 than others. As a result, we are offering a second phase of funding to those municipalities that can demonstrate that 2020 COVID-19 operating costs and pressures exceed their Phase 1 per household allocation.

To be considered for this Phase 2 funding, municipalities will be required to submit reports outlining their COVID-19 operating costs and pressures in a template to be provided by the ministry. **These reports will be due by October 30, 2020.**

Municipalities that require additional time to submit their report are asked to reach out to their Municipal Services Office contact by October 30, 2020 to request an extension to November 6, 2020. **Please note that the ministry is unable to consider municipal requests for Phase 2 funding if the municipality has not submitted its report by November 6, 2020.**

A template for this municipal report and request for consideration for Phase 2 funding will be provided shortly and will require:

1. Information about measures the municipality has undertaken to reduce financial pressures (e.g. use of reserves, cost saving measures);
2. Explanation of how the municipality applied or plans to spend Phase 1 funding towards COVID-19 operating costs and pressures;
3. A year-end forecast of COVID-19 operating costs and pressures;
4. Actual COVID-related impacts as of the end of Q3 of the municipal fiscal year (September 30, 2020);
5. Treasurer's statement as to accuracy of reporting;
6. Resolution of Council seeking additional funding.

Municipalities who are eligible and approved to receive funding under Phase 2 will be informed before the end of the calendar year and can expect to receive a payment in early 2021.

Our government will continue to be a champion for communities as we chart a path to a strong economic recovery. We thank all 444 Ontario municipal heads of council for their support through our negotiations with the federal government. Working together, we will ensure Ontario gets back on track.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c. Municipal Treasurer and Municipal CAO

By signing below, I acknowledge that the per household allocation of \$311,000 is provided to the Township of Wellington North for the purpose of assisting with COVID-19 costs and pressures and that the province expects any funds not required for this purpose in 2020 will be put into reserves to support potential COVID-19 costs and pressures in 2021. I further acknowledge that the Township of Wellington North is expected to report back to the province on 2020 COVID-19 costs and pressures and the use of this funding.

Name:

Title:

Signature:

Date:



Staff Report

To: Mayor and Members of Council Meeting of August 24, 2020
From: Chris Harrow, Director of Fire Services
Subject: DFC 2020-003 Establishing and Regulating Fire Services By-Law

RECOMMENDATION

THAT the Council of the Township of Wellington North approve the updated Establishing and Regulating By-Law for the Wellington North Fire Services.

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law;

AND FURTHER THAT By-law 034-018 be repealed.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

By-Law No. 037-18

BACKGROUND

In 2018, the Establishing and Regulating By-Law (037-18) was updated by the department. Over the past 4 and half years, a few things have changed so the by-law needed to be updated to reflect the changes.

One of the main changes to the by-law is the services offered. The services are laid out in a simpler manner outlining what services we offer and more importantly, what services we do not offer at this time. It goes on to reflect where we will receive those services from if the situation arises.

The new by-law also clarifies the role of the Fire Chief and the ability of the Deputy Chiefs to act in this role if necessary. It also cleans up the definition section to ensure many of the fire specific terms are defined for readers of the by-law who are not from a fire background.

The most important addition to the by-law is the references to a master fire plan being written and followed by the fire department staff. The by-law ensures the plan will be updated and brought back to Council regularly. This will ensure staff are following the strategies laid out in the plan and are working together to achieve the plan's goals.

The master fire plan process will be brought to Council in a future report. The plan is scheduled to be completed "in house" utilizing the existing management team with the help of the Firefighters, the community and Council.

FINANCIAL CONSIDERATIONS

No financial considerations.

ATTACHMENTS

By-law 069-20 being a by-law to establish a fire service and repeal By-law 037-18 is attached in this agenda.

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:	Wellington North/Minto Fire Management Team
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Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 24, 2020

From: Chris Harrow, Director of Fire Services

Subject: DFC 2020-004 Wellington North Fire Simplified Risk Assessment

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report DFC 2020-004 being a report on the Simplified Risk Assessment for information.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

BACKGROUND

One of the mandatory requirements contained in the Fire Protection and Prevention Act (O. Reg. 378/18) is the requirement for the municipality to have a Simplified Risk Assessment. The document is written to analyze many different areas of the municipality to help the fire department and the Council to ensure they are implementing the proper programs. These programs may include different public education campaigns, inspection programs and operational policies which address identified risks in the plan.

The Office of the Fire Marshal and Emergency Management is currently completing a review of the simplified risk assessment document with the goal of creating a template for municipalities to use. However, with the current pandemic ongoing the assessment has been delayed. The Fire Department's Management Team decided to proceed with the writing of the document because of the lack of documentation of risks and the ability to use the new assessment as guideline for future agreements and programs.

The risk assessment document requires fire departments to consider the following profiles when writing the document:

1. Geographic Profile
2. Building Stock Profile
3. Critical Infrastructure Profile
4. Demographic Profile
5. Hazard Profile
6. Public Safety Response Profile
7. Community Services Profile
8. Economic Profile
9. Past Loss and Event History Profile

The plan will also help us during the master fire plan process. By identifying our risks, we can then work as a team to identify areas where we need to improve to better mitigate our risks. These will be reflected in the recommendations that will come forward in the master fire plan. Both of these documents will help us to create a better understanding at budget time and the nature behind budget requests coming forward from the fire department.

The Management team will be further discussing the findings in the risk assessment and re-evaluating the programs we currently run and designing some new ones to fit our needs. All of this will be completed with the assistance of the firefighters and other agencies/organizations we are able to partner with.

FINANCIAL CONSIDERATIONS

No financial considerations.

ATTACHMENTS

Risk Assessment-07/10/2020

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: Wellington North/Minto Fire Management Team

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

Risk Assessment



C.Harrow / M. Guidotti

A profile of the fire safety risks within the Township of Wellington North.

7/10/20

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Executive Summary

This document is intended to determine fire safety needs and the current fire risks present within the Township of Wellington North.

In 1997, the province of Ontario introduced into legislation “The Fire Protection & Prevention Act (FPPA)” to establish standards in public fire safety for all municipalities. It has been mandated by the FPPA that the Corporation of the Township of Wellington North provide a minimum level of fire prevention and public fire safety education within municipal boundaries.

The Office of the Fire Marshall established minimum model requirements for a municipality which are:

1. A simplified fire risk assessment
2. A smoke alarm & home escape program for all residents
3. Fire safety education & circulation of fire safety literature
4. Inspection program addressing complaints & requests for fire code compliance

Both the Township of Wellington North and the Wellington North Fire Service collaborate together to ensure the OFM guidelines are being met within the municipality. This document is intended to be the first step in preventing the loss of lives and property within the Township of Wellington North.

The Office of the Fire Marshal and Emergency Management is currently reviewing the risk assessment document and attempting to release a template to assist municipalities in writing their document. The process has been delayed due to the current conditions and the timeframe for release of the template has been delayed. The current management team felt the need to complete this document to assist the municipality and fire department in identifying the risks present in our community.

The purpose of the risk assessment is to identify our risks from various sources of data paired with experiences of the department. The risks are then used to develop programs both operationally and fire prevention wise to mitigate the risk as well as we can. It also helps direct budget money towards the areas that require it the most.

Geographic

Profile

The Township of Wellington North is located on the northern boundary of Wellington County. It includes the urban areas of the Village of Arthur and the Town of Mount Forest as well as the Townships of Arthur and West Luther as well as a portion of West Garafraxa. The total land area is approximately 526.21 sq km.

As mentioned above, the total land area of Wellington North is approximately 526 sq km. With no current fire protection agreements with neighbouring municipalities, this is a lot of area for 2 Stations to cover. The location of neighbouring fire stations is not conducive to creating any agreements. Certain edges of our municipality are located in a fashion that make a response longer due to distance with some areas requiring a 30km response.

An option we will explore is creating more automatic aid agreements with neighbouring fire departments to deploy resources at the same time we are being deployed. Our new partnership with Minto will make this easier in a large portion of our municipality. In the northern and easterly portion of the Township, we will work with other departments and Guelph Dispatch to write agreements to assist to mitigate the travel risk we face.

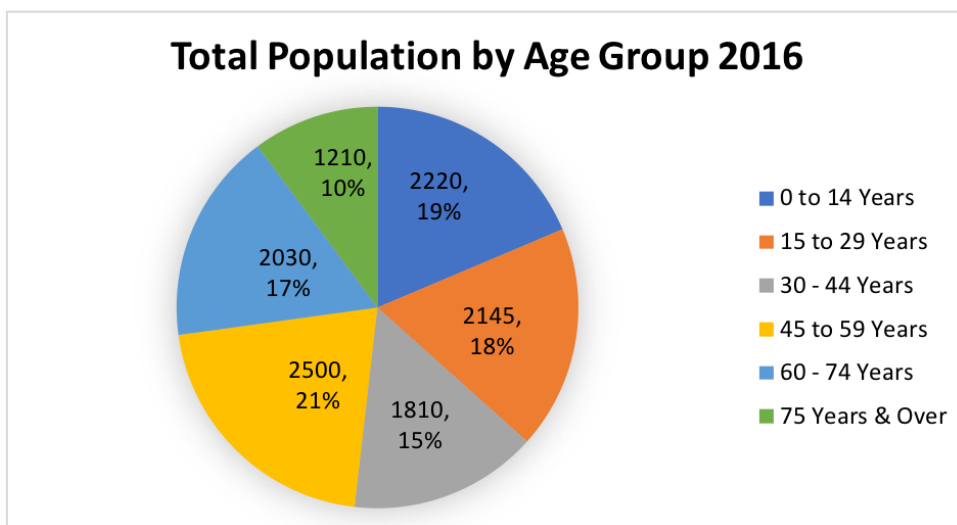
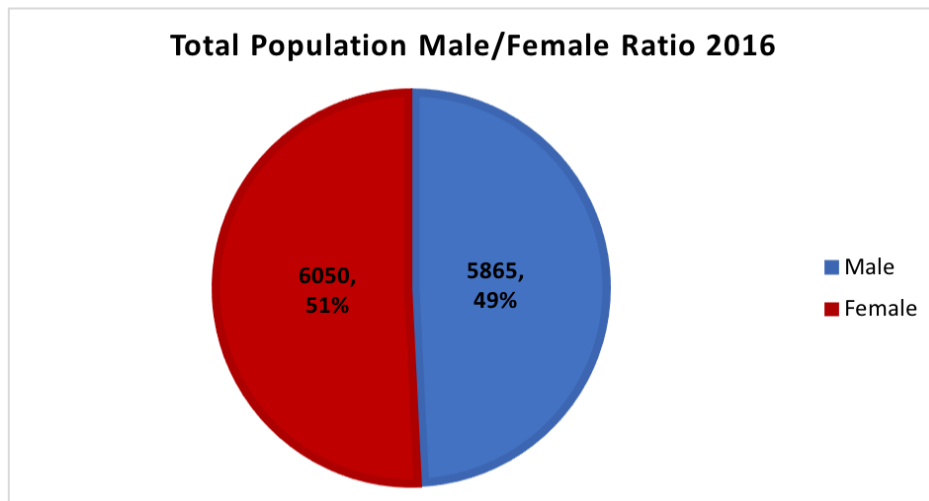
Highway 6 which travels through the middle of the Township is a highly traveled road which sees a variety of vehicles and materials brought through the municipality. Winter weather tends to have a significant impact on this highway as well as other roads. Many other highly traveled roads are present with Wellington North including many County Roads. Motor vehicle collisions are a big portion of our incidents and constitute a large risk for the department. Our extrication program reflects this and will need to be re-examined frequently to ensure we are mitigating the risk.

There are no major waterways, gorges or major geographic features present in the Township. We do have the Luther Marsh Conservation area, but it would not be considered a significant lake where recreational activities occur. Our statistics would verify this and it does not need to be considered a significant risk.

The Township does contain a significant amount of farmland used for various agricultural uses. Access to some of the properties can be an issue at times, especially in the winter months. We have partnered with the community to purchase a UTV to aid us in gaining access to some areas. It is recommended we continue to monitor this aspect and evaluate to make sure there is no other equipment that could benefit the department in minimizing the risk.

Demographics

The total population in 2016 was 11,915 people¹.



Vulnerable Groups

Located within the municipality there are four institutions that house the vulnerable sector of the population. These institutions are:

Strathcona Long Term Care

720 Princess Street
Mount Forest, ON N0G 2L3

Long term care facility housing
ninety-six beds.

¹ [Statistics Canada](#)

Birmingham Retirement Community	356 Birmingham St. E Mount Forest, ON N0G 2L2	Retirement community consisting of eighty-seven suites and twenty-five senior apartments.
Caressant Care Nursing Home Arthur	215 Eliza St Arthur, ON N0G 1A0	Long term care facility housing eighty beds on the nursing home side, and forty-one beds on the retirement home side.
Louise Marshall Hospital	630 Dublin St Mount Forest, ON N0G 2L3	Community Hospital operating thirty-seven inpatient beds and twenty four hour emergency services

Language & Culture Barriers

Due to the high concentration of Mennonite and Amish families within Wellington North, communication mediums must be taken into consideration. This also includes a move into the urban settings where inspections are more apt to take place. Since 2005, an influx of Asian culture has been seen within Wellington North therefore creating language barriers that must be taken into consideration as well.

Efforts must be continued to work with the Amish and Mennonite and their Elders to make sure Public Education programs are being communicated to them as this group continues to expand in our municipality.

Population Fluctuations

There are two outdoor recreational facilities located within the municipality or area of coverage by our municipality. The two facilities are:

Spring Valley Camp Ground	7489 Side Road 5 East Mount Forest, ON N0G 2L0	Outdoor camp ground with 335 sites.
Conestoga Estates	8772 & 8773 Concession 9 Moorefield, ON N0G 2K0	Transient community with 212 seasonal campsites, and 125 permanent homes.

Analysis

The major concerns we have is the aging population of Wellington North residents and the buildings associated with them. Our elderly population seems to be migrating towards living in small apartments

until they are able to reside in a retirement residence. This leaves a large total of seniors living on their own without any supervision. Fire safety concerns are prevalent. The lack of assisted living apartments is also going to become a problem in the next five to fifteen years. Targeted public education programs will become vital to assisting the senior population in creating a fire safe environment for them to live in.

The next concern is the population fluctuation. Spring Valley and Conestoga Campground are a major attraction for a lot of out of town people. Seasonal campers during the summer months accounts for much of the fluctuation. Public education with this group is difficult as they are transient in nature. Also, there are little regulations on trailer homes and their placement. Pre-planning of this area is key, time constraints will limit this though.

Finally, the vulnerable population of the high school and hospitals is a concern. The high school brings in a significant increase in population daily during the school year. Teaching proper public education with this group is difficult and not well received. Regular inspections and compliance are necessary at these buildings because of the difficulty reaching the students with public education.

Community Services

The Wellington North Fire Department has a great working relationship with many of the other community services present. The community possesses a number of well-run service clubs and organizations. The fire department can benefit from enhancing these relationships and working closer with the organizations so everyone has a better understanding of the resources each can offer. It will be a benefit to the Township when a large disaster occurs and multiple resources are required.

The County of Wellington runs the social services and housing for the community and have pre-established plans for dealing with emergency situations. There is minimal risk identified in this area.

Policing and Paramedic services are directed by the County of Wellington as well. Both agencies are well known to Wellington North Fire and meetings occur regularly with both to ensure the proper services are being offered. A current tiered response agreement is in place with Guelph Wellington Paramedic Services. We remain in constant communications with them to ensure the agreement is functioning properly.

Buildings

Profile

The majority of buildings we have are residential. This also accounts for the majority of our fires. We also have some major factories that are vital to the local economy. It would be devastating to the municipality if any incident were to occur that caused a major shut down of any of these buildings.

There is a diminishing stock of rural buildings. Many older buildings are being removed and not replaced. However, any fire in the buildings remaining would be significant because they represent a major industry for the rural community.

There are also some major rural businesses that have no water supply. These are located over five kilometers from the nearest water source. A fire at these facilities would be difficult to suppress and would be a loss for the rural community.

Building Stock

The majority of occupancies in the municipality are single family dwellings. There are over 4600 of these located in Wellington North which accounts for around 95% of the total number of dwellings. This also corresponds with the large percentage of structure fires that involve single family dwellings.

Next, Agriculture accounts for over 700 of the buildings in Wellington North. This number however is decreasing. We fully expect this number to be even lower in the next risk assessment update. It is however still a large number of buildings and is a location for structure fires to occur.

Assembly occupancies sit at around 60, and our occurrences in these facilities are very small. Mercantile accounts for over 300 of the building stock in Wellington North. As previously mentioned, there are few incidents in these buildings. However, a fire in one of these buildings would be significant to the local economy.

The same can be said for the industrial. Although a small number, just around 30, a fire in these buildings would significantly impact the local economy. Finally, mobile homes represent a larger than usual number of buildings. The number is hard to pinpoint because of the transient nature of them, but can be significant, especially in the Spring Valley campground.

Inspections

Inspections are done on a request and complaint basis only except for any of our care occupancies (nursing homes, retirement homes or other long term care facilities) which are mandated to be inspected once per year. The other regularly scheduled buildings we inspect on a regular basis are the Hospital and schools. These buildings are provincially owned but are high on our risk assessment that a yearly inspection is warranted. All other areas are done on a request/complaint. Follow ups are difficult at times due to the lack of staff time. Completing all inspections and follow ups is very demanding on staff time and is an area we will continually review. A more proactive inspection program with more building types may require more staff to be hired.

Higher Risk Buildings

Downtown Areas

Caressant Care Nursing and Retirement Home

Louise Marshall Hospital

All Treat Farms

Musashi Auto Parts Canada Inc.

Quality Homes

Agrisan Specialty Chemicals & Pharmaceuticals

Waste Management

Wellington Heights Secondary School

Agricultural

One of the concerns listed above is regarding the downtown main street areas in both communities of Wellington North. The downtown areas have very little spatial separation between buildings. Most of the buildings average around fifty five years of age and were not built with current standards in mind. As well, the majority of these buildings are 3 storey multiple occupancy having residential apartments on the top floors of the buildings. All of these buildings are not equipped with automatic sprinkler systems. The retrofit program under the Fire Code only applies to certain units because of unmet selection criteria. Routine inspections will be the best way to provide fire safety for these buildings. Staff hours at present would not allow us to accomplish this.

The other concerns are large industries or buildings that would have a large impact on the local economy. Agrisan for example is a large pharmaceutical industrial building that has various chemicals inside to make various agricultural/food sanitation products. A fire in it would be a major event with possible evacuations of surrounding houses. It lies within one of the towns and depending on the wind direction could be a major event. Musashi Auto Parts Canada in Wellington North is the township's largest employer. Any significant event at it would have huge impact on our economy. Any lost work time at this facility would be detrimental. They are a parts supplier for four of the major auto makers , so time frames are tight for them. There is a need to work with the above major manufacturers to help ensure fire safety measures are met and maintained.

Municipal Fire Loss

Fire Responses by Occupancy

2015 - 2019

Occupancy Classification	2019	2018	2017	2016	2015	Total
Group A – Assembly	0	1	0	0	0	1
Group B – Institutional	0	0	0	0	0	0
Group C – Residential	5	12	6	4	2	29
Group D – Business	0	0	0	0	1	1
Group E – Mercantile	0	1	0	0	0	1
Group F – Industrial	2	1	0	1	2	6
Other – Agricultural	1	3	1	3	2	10
Other – Automotive	0	0	0	0	0	0
Other – Miscellaneous	0	0	0	0	0	0
Total Fires by Year	8	18	7	8	7	48

Municipal Fire Deaths & Injuries

The Township of Wellington North has had zero deaths and ten injuries for the period of January 1, 2015 to December 31, 2019.

Municipal Property Dollar Loss

2015-2019

Occupancy Classification	2019	2018	2017	2016	2015
Group A – Assembly	\$0	\$10,000	\$0	\$0	\$0
Group B – Institutional	0	0	0	0	0
Group C – Residential	477,000	1,370,500	455,100	1,075,000	25,000
Group D – Business	0	0	0	0	500
Group E – Mercantile	0	1,000,000	0	0	0
Group F – Industrial	115,000	200,000	0	3,500,000	13,000
Other – Agricultural	6,500	3,075,000	500,000	601,000	110,000
Other – Automotive	0	0	0	0	0
Other – Miscellaneous	0	0	0	0	0
Total Dollar Loss by Year	\$598,500	\$5,655,500	\$955,100	\$5,176,000	\$148,500

Analysis

The major sources of fires are residential fires. They account for just under half of our fires. They also contribute significantly to our dollar loss statistics. One trend across the Province we are starting to see is residential fires decreasing. We are gaining more modern style homes with increased fire protection.

The problem is that these houses are built of lightweight construction materials. This poses a significant risk to fire fighters and requires a large amount of training to be able to deal with this hazard. As well, many new houses are being built with an open concept inside. The design provides for more spread of smoke and heat causing significant damages throughout the house. It is very difficult for firefighters to stop the flow throughout the house when an incident occurs.

Included in the residential category are apartment buildings or multi-unit residences. We have seen a significant increase in fires in this area as well. The need to educate and ensure all fire code measures are being followed in multi-residential buildings is becoming more important. The socioeconomic level of the residents in a number of these buildings also plays a significant role in the number and extent of the incidents we attend.

The other area that contributes largely is Agricultural fires. They can be significant in the dollar loss area. However, the trend is that the occurrence of these fires is decreasing. A large number of old barns are being torn down for cash cropping purposes. Any barns being erected are being built to modern day building codes which leads to fewer fire incidents. However, it is important to keep in mind that one fire at an agricultural building can lead to significant dollars lost and a large hit to the agricultural community.

Hazard Profile

A complete hazard profile has been completed by the municipality by the Emergency Management Committee. The group has identified all of our potential hazards and the risk associated with each. It is included below.

For our purposes, the main threats are mainly weather related. The top 3 threats to fire protection and how it might effect our operations are tornados, heavy bursts of rainfall and ice storms. Included in the ice storms are general winter weather events which could lead to our apparatus struggling to travel the roads to get to an incident.

Transportation incidents involving hazardous materials also remain a hazard. This type of hazard is too difficult for us to predict or mitigate. We usually have no idea what types of materials are traveling our road systems through the Township. The best we can do is be prepared for whatever may come our way.

RISK ASSESSMENT				COMMUNITY VULNERABILITIES				EMERGENCY MANAGEMENT ACTIONS				
Situatio n	Ris k	C	Prio rity	Vulnera ble Populat ions	Critical Infrastru cture	Respo nse Capab ility	Environ ment	Mitigati on	Preven tion	Prepared ness	Respo nse	Reco very
Tornado	108 /E	Catastr ophic	1	Immediat e area	Utilities, Wireless Towers, LTC facilities, hospitals, radio communic ation	Police, Fire, EMS, Recepti on Centres , Public Works	Trees	Tree canopy maintai ned				
Ice Storms	60/ E	Severe	2							Winter Weather Procedu res	Winter Weathe r Proced ures	
Hazardo us Transpor tation	45/ VH	Moderat e	4	Immediat e & Surround ing area	Will vary depending upon location	Police, Fire, EMS, Recepti on Centres , Public Works	Watercou rse, wetlands, ground water, air	Source Water Protect ion Plan/ DWQM S		Training with Fire Chiefs in 2017	Emerg ency Respo nse Plan amend ed in 2016 to include polices SWP	
Extreme Cold	45/ VH	Moderat e	5							Public Health website	Cold Alert Plans WDGP H and County SS	
Hazardo us Materials Site Need to include a list for 2019	36/ H	Catastr ophic	3	Everyone ; particular ly elderly and sick; those without back-up power	Electricity, water storage & distribution , sewage treatment & distribution s, public and emergenc y services radio network, internet, fuel, oil, propane sources, fire fighting, wireless network	Wellingt on North Hydro, Hydro One, Public Works, private industry , emerg ncy service s	None					
Extreme Heat	30/ M	Slight	7							Public Health Website	Heat Alert Proced ures WDGP H	

Drinking Water	24/M	Slight	8	Everyone, elderly, young, sick, institutions (LTC & Hospitals)				Metering Industrial Commercial Properties with a backflow preventer (2005); Source Protection Plans		Source Water Protection Plans, OP Policies	ERP policies	
CI Failure	24/M	slight	9									
Energy (supply)	24/M	slight	10							Fuel Plan	Fuel Plan	
explosions	24/M	severe	6									

Final Review

The major source of our fires is residential. We need to continue with our smoke alarm program and home escape planning from Public Education. Regular inspections are not an option with single residential homes. A home program could be implemented, but is an extreme demand on staff and would be difficult to complete with current staffing levels. An inspection program for multi-unit residential buildings should be looked at to assist with decreasing the incidents involving this occupancy type.

The socioeconomic status of many of our residents can not be ignored. Many of our multi-unit residential buildings are income geared and have been the source of fire incidents in these occupancies. Inspections should be concentrated in these buildings to ensure all buildings meet current codes. Public education campaigns are difficult within this area as many of the residents are not long-term and turnover is frequent within the units. The process will be long and will take up a significant amount of staff time.

Discussions have already begun with Guelph Fire about the abilities of their dispatching software. We are looking at improving our automatic agreements and which stations are sent to identified incidents. It is vital the closest fire stations respond to predetermined incidents no matter which municipality they belong to. Agreements can be put in place to cover the responses and ensure the appropriate resources are sent in a timely manner.

The trend seems to be continuing with Agricultural fires, however there are less agricultural buildings being erected. The trend in the area is moving towards less buildings on agricultural properties which will assist in decreasing fires in the agricultural area. This means the risk level is also dropping. However, some education should be directed to the agricultural sector still because of the size of new buildings and the impact of one agricultural fire has.

The municipality still has an aging downtown. There is still risk present in this area. A proactive inspection program would be beneficial in this area. A program would be difficult with current staffing but the more problematic areas could be started with and progress from there. It is an option to be looked at through the Master Fire Planning process.

Finally, the impact of our aging population can not be ignored, with over 27% of our residents over the age of 60. A public education program geared toward our Seniors would be beneficial. As well, inspections of multi-unit residential buildings with mainly a senior population would assist in ensuring safe buildings and spreading educational messages. Our care facilities are for the most part compliant and assist us in educating staff and residents with safety messaging.

The benefits of analyzing the demographics of Wellington North and comparing them to our incident statistics is very beneficial and can assist us in developing our programs. However, with all of the items noted above, program development will take significant staff time. The ability of a volunteer department to complete all of the tasks identified is very difficult. There is only so much time a volunteer can dedicate making completion of all above difficult.

The management team will work on the major risks and have programs written to accommodate other risks. This way when the volunteers have extra time to dedicate, they will be able to pick up programming and proceed immediately and not have to waste time writing or obtaining material. Working together as a team will help us complete many of the tasks identified and help make our community safer in the end.



Quarterly Newsletter of Wellington North Power Inc.

Quarter 2: April 1st to June 30th 2020

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

Message from the CEO / President

Thank you for taking the time to read this 2nd quarter 2020 edition of the Wellington North Power Quarterly Newsletter.

Wellington North Power, as an essential service provider, has continued to provide services through the pandemic. We have implemented new procedures and safety protocols both in the field and in the office to keep our customers and employees safe. I am happy to say that staff continue to inform customers of financial assistance programs (e.g. LEAP, OESP, CEAP) and are available to take telephone calls, answer emails and respond to emergencies.

As you read this report you will notice that, like many businesses in this community, WNP has also been negatively impacted by the pandemic due to increased operating costs and reduced revenue resulting in lower than expected income. WNP remains optimistic there will be a steady increase in electricity demand and revenue as business returns to normal.

I would also like to thank our dedicated, hard-working staff who have continued to provide service to our customers during these times.

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

- To help our customers during these challenging times, WNP has:
 - Deferred an adjustment to its distribution rates that was approved by the OEB. The rate adjustment would have resulted in a small increase in rates, effective May 1st 2020.
 - The Township of Wellington North and WNP waived late payment charges for residential & small business customers with overdue balances for hydro, water & sewer for April & May usage.
 - Customer Service staff telephoned seniors to see how they were faring. The calls were not around issues with their bills or about payment, simply a check-in call to see how the senior is coping.
- WNP staff are back in the office and capital programs have started; however our offices remained closed to the general public. WNP staff will accept office appointments if required.
- The annual ESA 22/04 Compliance Audit was completed June 24th. The purpose of the audit is to confirm compliance to ESA Regulation 22/04 and covered items such as maintenance of the distribution system, purchasing, engineering / design, construction, inspection and health and safety. WNP receive no non-conformances.
- YTD income is below expectations due to reduced revenue and increased operating expenses as a result of the pandemic. WNP is optimistic that the third quarter will yield improvements but will remain behind 2020 budget targets.

Government:

- The Province suspended time-of-use (TOU) electricity rates holding electricity prices to the off-peak rate of 12.8 cents from June 1st to October 31st. Effective November 1st customers can choose a plan that best suits their household and lifestyle with option of either TOU electricity rates or tiered pricing.
- The OEB extended the current ban on electricity disconnections for non-payment for residential customers until July 31, 2020. This amendment also included no disconnections of small businesses.
- On July 13th, the Province launched a new COVID-19 Emergency Assistance Program (CEAP) available to those residents struggling to pay their utility bills as a result of COVID. WNP promoted this new financial program through bill inserts, social media and a notice in the "Wellington Advertiser".
- All of WNP's eligible industrial customers have opted into Industrial Conservation Program. By participating, industrial customers are able to manage their global adjustment costs (GA) by reducing their peak demand during peak periods.

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	-44%	Year-to-date income is 44% below YTD budget – lower revenue and delay to starting capital programs.
	Revenue	-3%	Year-to-date revenue is 3% below YTD budget – predominately due to: a) Industrial & Commercial customers shut-down in April due to COVID-19 and b) WNP not implementing new May 1 st OEB-approved inflation adjusted distribution rates.
	Expenses	1%	Year-to-date operating expenses are 1% over YTD budget typical during 1 st quarter.
Reliability	Power Outages due to WNP	-76%	No major outages caused by WNP in Q1 or Q2. Target maximum is 0.22, actual 0.05.
Service Quality	Customer Services indices	92%	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 including improvements for cybersecurity.
General Plant	Replacement of bucket truck (the order was placed in 4 th Quarter 2019).

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. The program manager announced that effective July 31st the program was no longer accepting applications.
- 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) WNP has started its capital programs with a pole line rebuild in Arthur.
- d) WNP continues to review and update our work procedures according to public health guidelines to allow our employees to work safely and protect our customers.
- e) WNP continues to diligently prepare a Cost of Service application for the approval of May 1st 2021 rates as well as the 5-year capital investment plan (2021 to 2025). We plan to file the application with the Ontario Energy Board in the 4th Quarter of 2020.

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.

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

BY-LAW NUMBER 069-20

BEING A BY-LAW TO ESTABLISH AND REGULATE A PROGRAM IN THE MUNICIPALITY WHICH MUST INCLUDE PUBLIC EDUCATION WITH RESPECT TO FIRE SAFETY AND CERTAIN COMPONENTS OF FIRE PREVENTION AND TO PROVIDE SUCH OTHER FIRE PROTECTION SERVICES AS IT DETERMINES MAY BE NECESSARY IN ACCORDANCE WITH ITS NEEDS AND CIRCUMSTANCES AND TO REPEAL BY-LAW NUMBER 037-18

AUTHORITY: Fire Prevention and Protection Act, 1997, Chapter 4, as amended

WHEREAS the Fire Prevention and Protection Act permits a municipality, in discharging these responsibilities, to establish a Fire Department.

AND WHEREAS the Fire Prevention and Protection Act permits a Council of a Municipality to establish, maintain and operate a Fire Department for all or any part of the Municipality;

AND WHEREAS the Fire Prevention and Protection Act requires a Fire Department to provide fire suppression services and permits the Fire Department to provide other Fire Protection Services in the Municipality;

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

1. DEFINITIONS

In this by-law, including the recital, the following terms shall have the meaning unless the context otherwise requires;

1.1 “Approved” means approved by Council

1.2 “Automatic Aid” means any agreement under which a municipality agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department is capable of responding more quickly than any fire department situated in the other municipality; or a municipality agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of providing the

quickest supplemental response to fires, rescues and emergencies occurring in the part of another municipality;

- 1.3 “CAO” means the Chief Administrative Officer appointed by Council to act as Chief Administrative Officer for the Corporation
- 1.4 “Chief Fire Official” shall mean the Assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the Fire Department appointed by the Municipal Fire Chief under the FPPA or a person appointed by the Fire Marshal under the FPPA;
- 1.5 “Confined Space” means any space that has limited or restricted means for entry or exit (e.g. tanks, vessels, silos, storage bins, hoppers, vaults, trenches, excavations and pits), and that is not designed for continuous human occupancy;
- 1.6 “Corporation” means the Corporation of the Township of Wellington North;
- 1.7 “Council” means the Council of the Corporation of the Township of Wellington North;
- 1.6 “Deputy Fire Chief(s)” means the person(s) appointed by Council to act on behalf of the Fire Chief in case of an absence or vacancy in the Office of the Fire Chief;
- 1.8 “Director of Fire Services” means the head of the management team appointed to lead the department, also includes the title of “Fire Chief”;
- 1.7 “Fire Chief” means the person appointed by Council to act as Fire Chief for the Corporation and is ultimately responsible to Council as defined in the Fire Prevention and Protection Act;
- 1.8 “Fire Department” means the Township of Wellington North Fire Service or Wellington North Fire;
- 1.9 “Fire Prevention and Protection Act” (FPPA) means the Fire Prevention and Protection Act, 1997, S.O., Chapter 4, as may be amended from time to time, or any successor legislation, and any regulation made there under;
- 1.10 “Fire Protection Services” includes fire suppression, fire safety education, communications, training of persons involved in the provision of Fire Protection Services, rescue and emergency services and the delivery of all those services;

- 1.11 “Fire Prevention Officer” means an Officer appointed by the Fire Chief to provide for fire prevention programs and who is designated as an Assistant to the fire Marshal under subsection 11 (1) (c) of the FPPA. Conduct request and complaint inspections;
- 1.12 “High Angle” means an environment in which the load is predominately supported by a rope rescue system;
- 1.13 “HUSAR” means Heavy Urban Search and Rescue
- 1.14 “Master Fire Plan” shall be a document approved by Council no less than once every five years in which the mission, values, actions, structure, activities and other initiatives shall be outlined and implemented by the Fire Chief and associated officers, staff and volunteer firefighters
- 1.15 “Officer” means any member with the rank of Captain or higher, but can also include Training Officer, Public Education Officer, Equipment Officer, Fire Prevention Officer and Inspection Officer at the discretion of the Fire Chief.
- 1.16 “Volunteer Firefighter” means a firefighter who provides Fire Protection Services either voluntarily or for a nominal consideration, honorarium, training or activity allowance;

2 ESTABLISHMENT

- 2.1 Council of the Corporation of the Township of Wellington North hereby establishes a Fire Department to provide Fire Protection Services for the Corporation which shall be known as the Wellington North Fire Services or Wellington North Fire.
- 2.2 The Fire Department shall operate according to strategic directions provided by the Corporation and shall no less than once every five years prepare, revise or reapprove a Master Fire Plan for approval by the Corporation outlining, among other matters, the mission, values, structure and overall direction of the Fire Department.

3 COMPOSITION

- 3.1 The Fire Department shall consist of the Fire Chief, Deputy Fire Chief(s), Captains, other officers possibly including senior divisional officers including an Assistant Chief, administrative support staff and any other person as may be authorized by Council or by CAO through the Fire Chief to perform Fire Protection Services.

- 3.2 The Fire Chief and Deputy Chiefs shall be appointed by By-Law of the Council of the Township of Wellington North.

4 EMPLOYMENT

- 4.1 The Fire Chief shall hire such officers, administrative support staff or other positions necessary to operate the Fire Department in accordance with the hiring policies of the Corporation.
- 4.2 The hiring of Firefighters shall be in accordance with the Fire Department Recruitment Program, and may include auxiliary firefighters.
- 4.3 Subject to the FPPA, the remuneration and other terms and conditions of employment or appointment of the members and administrative support staff that comprise the Fire Department shall be determined by the Council of the Corporation.

5 ORGANIZATION

- 5.1 The Fire Department(s) shall be organized into Divisions that may include:
- 5.1.1 Fire Prevention;
Public Education;
Fire Suppression;
Training;
Apparatus and Equipment;
Communications; and
Administrative Services.
- 5.2 The Fire Chief, with approval of the CAO, may re-organize or eliminate Divisions, establish new Divisions or may do all or any of these things in any combination as may be required to ensure the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation. Such re-organization is to be reported on to the Corporation in accordance with the by-law.
- 5.3 Each Division of the department is the responsibility of the Fire Chief and is under the direction of the Fire Chief or designate. If deemed necessary, Deputy Chiefs, District Chiefs, and/or Captains may be appointed and delegated authority by the Fire Chief, so as to ensure the proper operation of the Fire Department.

6 CORE SERVICES

- 6.1 For the purpose of this By-law core services provided by the Fire Department will be as per Appendix "A" forming part of this By-law.
- 6.2 Nothing in this By-law will restrict the Fire Department to providing only core services or limit the provisions of Fire Protection Services.

7 RESPONSIBILITIES AND AUTHORITY OF FIRE CHIEF

- 7.1 The Fire Chief shall be the head of the Fire Department and is ultimately responsible to the Corporation, through the CAO, for proper administration and operation of the Fire Department including the delivery of Fire Protection Services including the following:
 - 7.1.1 Developing, publishing or revising a Master Fire Plan at least once every five years, written standard operating procedures, general orders and departmental rules necessary for the care and protection of personnel and equipment, and other directives that generally provide for the efficient operation of the department in accordance with the by-laws and policies of the Corporation.
 - 7.1.2 Shall take all proper measures for the prevention, control and extinguishment of fires, for the protection of life and property; and
 - 7.1.3 Shall assist the CAO and other members of the Corporation's Emergency Operations Center with emergency response in accordance with the applicable Emergency Plan of the Corporation.
- 7.2 The Fire Chief or substitute shall be a fully contributing member of the Corporation's Senior Management Team reporting to the CAO.
- 7.3 The Fire Chief shall be authorized to make such general orders, policies, procedures, rules and regulations and to take such other measures as the Fire Chief may consider necessary for the proper administration and efficient operations of the Fire Department and the effective management of the Fire Protection Services for the Corporation and for the prevention, control and extinguishment of fires, the protection of life and property and the management of emergencies and, without restricting the generality of the foregoing;

- 7.3.1 The care and protection of all personnel as well as all property and equipment belonging to the Fire Department;
- 7.3.2 Arranging for the provision of necessary and proper facilities, apparatus, equipment, services and supplies for the Fire Department;
- 7.3.3 Determining and establishing the qualifications and criteria for employment or appointment and the duties of all members and administrative support staff of the Fire Department;
- 7.3.4 Negotiating, arranging and implementing automatic aid, mutual aid and other fire protection and emergency service agreements within the Corporation's borders and/or with adjoining municipalities or other partners;
- 7.3.5 The conduct and the discipline of members and administrative support staff of the Fire Department;
- 7.3.6 Preparing and, upon approval by the Corporation, implementing and maintaining a Master Fire Plan, an emergency fire service plan and other such programs for the Corporation;
- 7.3.7 Reporting to the appropriate crown attorney or other prosecutor or law enforcement officer or other appointed officer facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence or in which there is reason to believe an offence has been committed under the FPPA;
- 7.3.8 Keeping and maintaining an accurate record, on proper forms for reference, of all fires, rescues and emergencies responded to by the Fire Department and reporting of same to the Office of the Fire Marshal and Emergency Management;
- 7.3.9 Keeping such other records as may be required by the Corporation in accordance with applicable record retention by-laws and the FPPA;
- 7.3.10 Preparing and presenting an annual report of the Fire Department to the Corporation; and

- 7.3.11 Preparing and presenting the annual operating and capital budget estimates of the Fire Department to the Corporation through the CAO and for exercising control over expenditures under the budget approved by Council for the Fire Department, provided such expenditures comply with the general orders, policies, procedures, rules, regulations, and other measures outlined in the Master Fire Plan, this By-law or any other By-law of the Corporation, including without limitation those requiring the prior approval of or prior notice to the Council of the satisfaction of certain conditions, general or otherwise, specified by the Council before such measures can be implemented, or with the provisions of the FPPA or with the provisions of any collective agreement or other written agreement that may be applicable.
- 7.4 The Fire Chief shall be responsible for the administration and enforcement of this By-law and all general orders, policies, procedures, rules, and regulations made under this By-law and for the enforcement of any other By-laws of the Corporation respecting Fire Protection Services, and shall review periodically such By-laws with the Corporation, and may for this purpose, establish an advisory committee consisting of such officers and other persons, including members of the general public as the Fire Chief may determine from time to time to assist in the discharge of this duty and, in the case of such By-laws, including this By-law, recommending to the Corporation such amendments as the Fire Chief considers appropriate and, in the case of general orders, policies, procedures, rules, and regulations made under this By-law, revise or terminate any of them if the Fire Chief considers it appropriate.
- 7.5 The Fire Chief shall have all powers, rights and duties assigned to a Fire Chief under the FPPA including without limitations the authority to enforce compliance with the Ontario Fire Code.
- 7.6 The Fire Chief may liaise with the Office of the Fire Marshal and Emergency Management of Ontario and any other office or organization as required by the Corporation or as considered necessary or advisable by the Fire Chief for the proper administration and efficient operation of the Fire Department and the effective management of fire protection services for the Corporation.
- 7.7 The Fire Chief may utilize such members and administrative support staff of the Fire Department as the Fire Chief may determine, from time to time, to assist in the performance of his/her

duties in accordance with the approved Fire Master Plan and annual operating budget approved by the Corporation which may include but is not limited to the following:

- a. Providing administrative support and customer assistance for facilities and services provided by the Fire Department;
- b. Preparing Divisional and overall Departmental budget(s) and exercise budget control;
- c. Preparing the payroll data of the Department as required, to initiate requisitions and acquire materials and services and certify all accounts of the Department;
- d. Maintaining personnel records as required in conjunction with applicable legislation, policies and practices of the Corporation
- e. Purchasing or acquiring as the case may be for the provision of new facilities, equipment and apparatus in accordance with relevant by-laws, practices and policies;
- f. Carrying out the general administrative duties of the Fire Department;
- g. Liaising with the Firefighter's Associations;
- h. Liaising with other emergency response and safety agencies;
- i. Cooperating with other Departments within the Corporation and participating on committees or be involved in functions as required;
- j. Providing emergency communications/dispatch, firefighting and emergency response duties and/or assist at emergency or life supporting incidents as required by the Fire Chief to prevent, control, and extinguish fires and further prevent fire and life safety tragedy;
- k. Conducting fire investigations by Fire Department personnel in concert with Investigators of the Office of the Fire Marshal and Emergency Management and the Ontario Provincial Police or other allied agencies in order to determine cause, origin and circumstances of a fire incident;
- l. Performing specialized emergency and/or rescue responses such as vehicle/auto/machinery extrication, land based static ice rescue, water rescue, confined space rescue, render emergency patient care and other life saving measures as per Fire Department policies;
- m. Conducting facilitating and participating in training at fire stations or other approved sites and keep clear and concise records of said training;
- n. Researching and/or developing new technologies and strategies to maintain safe operating efficiency and emergency or routine operations;

- o. Conducting in-service fire prevention audits, visits, inspections and/or other pre-planning familiarization inspections of premises and occupancies on a complaint, request or proactive basis as required;
- p. Complying with legislation for all Vulnerable and Care facilities within the municipality;
- q. Enforcing all legislation pertaining to fire prevention and the Ontario Fire Code and responding to all fire and life safety complaints and/or concerns as appropriate;
- r. Providing fire and life safety education and distribution of educational materials as appropriate;
- s. Performing apparatus and equipment maintenance cleaning, checks, inspection and testing at stations or other as required;
- t. Co-ordinating and addressing joint health and safety issues between other departments within the Corporation and the Fire Department and within the Department itself;
- u. Ensuring the Joint Health and Safety Committee performs, meets, and provides recommendations to Administration as required by legislation and further that all staff conform and abide by safety practices to ensure a safe workplace;
- v. Preparing quarterly, statistical data or other analysis reports as required;
- w. Perform other duties as assigned and shall comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.

8 DEPUTY FIRE CHIEF(S)

- 8.1 The Deputy Fire Chief(s) shall be the second ranking officer(s) of the Fire Department and shall perform such duties as are assigned to him or her by the Fire Chief and shall act on behalf of the Fire Chief in case of absence or a vacancy in the office of Fire Chief.

9 SUPERVISION

- 9.1 The Members and administrative support staff of the Fire Department while on duty shall be under the direction and control of the Fire Chief or the next ranking officer present in any place.
- 9.2 When the Fire Chief or designate appoints a Firefighter to act in place of an Officer in the Fire Department, such a Firefighter, when so acting, has all the powers and shall perform all the duties of the Officer replaced.

10 GENERAL DUTIES AND RESPONSIBILITIES

- 10.1 Every Member and administrative support staff person shall conduct themselves in accordance with general orders, policies, procedures, rules and regulations made by the Fire Chief and shall give their whole and undivided attention while on duty to the efficient operation of the Fire Department and shall perform the duties assigned to them to the best of their ability in accordance with the FPPA and any collective agreement or other written agreement that may be applicable.
- 10.2 The Fire Chief may reprimand or suspend any member of the Fire Department for insubordination, inefficiency, misconduct, tardiness, or for non-compliance with any of the provisions of this By-Law, departmental policies or procedures, guidelines or the general orders and departmental rules that, in the opinion of the Fire Chief, would be detrimental to the discipline and efficiency of the Fire Department. The Fire Chief shall submit a report to the CAO regarding the reprimand or suspension handed out to the staff member.

11 PROPERTY

- 11.1 No person shall supply any apparatus, equipment or other property of the Fire Department for any personal or private use without the express permission of the Fire Chief or designate.
- 11.2 No person shall willfully damage or render ineffective or inoperative any apparatus equipment or other property belonging to or used by the Fire Department.

12 FIRE SUPPRESSION

- 12.1 The Fire Department may suppress any fire or other hazardous condition by extinguishing it or by other reasonable action and, for this purpose, may enter private property, if necessary to do so as per the FPPA.
- 12.2 The Fire Department may pull down or demolish any building or structure when considered necessary to prevent the spread of fire.
- 12.3 The Fire Department may request other persons present at a fire to assist in;

- 12.3.1 Extinguishing fires;
- 12.3.2 Pulling down or demolishing buildings or structures to prevent the spread of fire;
- 12.3.3 Crowd and traffic control; or
- 12.3.4 Suppression of fires or other hazardous conditions in other reasonable ways.

13 FIRE PREVENTION

- 13.1 The Fire Chief can delegate to the Chief Fire Prevention Officer, in total or in part, the following duties pertaining to the function of the Division of Fire Prevention:
 - 13.1.1 Enforce and maintain compliance with the FPPA which includes but is not limited to:
 - a. Smoke Alarm and CO2 Alarm Programs
 - b. Inspections as per Fire Prevention Policy which may be revised from time to time
 - c. Fire Code compliance and enforcement
 - d. Maintain current risk assessment

14 REFUSAL TO LEAVE

- 14.1 No person at a fire shall refuse to leave the immediate vicinity when required to do so by the Fire Department.

15 CONDUCT AT FIRES

- 15.1 During a fire and for the time after it has been extinguished that is required to remove the apparatus and equipment of the Fire Department and render the location and vicinity safe from fire, no person, either on foot or with a vehicle of any kind, shall enter or remain upon or within;
 - 15.1.1 The portion of any street or lane upon which the site if the fire abuts any street or lane for a distance of fifteen (15) metres on each side of the property damaged by the fire; or
 - 15.1.2 Any additional street or lane or part of a street or lane or any additional limits in the vicinity of the fire as may be

prescribed by the Fire Chief or the next ranking officer present at the fire.

- 15.2 The provisions of section 15.1 shall not apply to a resident of any street or lane or within the prescribed additional limit or to any person so authorized to enter or remain by an officer of the Fire Department or by a police officer.

16 RECOVERY OF COSTS - ADDITIONAL EXPENSES

- 16.1 If as a result of a Fire and Emergency Services (i) response to an emergency including a motor vehicle incident, or (ii) carry out any of its duties or functions the Fire Chief or Assistant Chief(s) determines that it is necessary to incur additional expense, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Services") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by the Corporation or otherwise carry out the duties and functions of the Fire Department, the owner of the property requiring or causing the need for Additional Services including all applicable taxes. Property shall mean personal and real property.

17 EMERGENCY RESPONSES OUTSIDE THE LIMITS OF THE MUNICIPALITY

- 17.1 The Fire Department shall not respond to a call with respect to a fire or emergency outside the territorial limits of the Corporation except with respect to a fire or emergency;
- 17.1.1 That, in the opinion of the Fire Chief or designate of the Fire Department, threatens property in the territorial limits of the Corporation or property situated outside the territorial limits of the Corporation that is owned or occupied by the Corporation;
- 17.1.2 In a municipality with which an approved automatic aid or mutual aid agreement that has been entered into to provide Fire Protection Services;
- 17.1.3 On property with which an approved agreement has been entered into with any person or corporation to provide Fire Protection Services;

17.1.4 At the discretion of the Fire Chief, to a municipality authorized to participate in any regional mutual aid plan established by a Fire Co-ordinator appointed by the Fire Marshall or any other similar reciprocal plan or program; and

17.1.5 On property beyond the territorial limits of the Corporation where the Fire Chief(s) or designate determines immediate action is necessary to preserve life or property and the appropriate fire department is notified to respond and assume command or establish alternative measures, acceptable to the Fire Chief or designate.

17.1.6 Response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the Fire Chief, C.A.O, and the Head of the Corporation.

18 INTERFERENCE

18.1 No person shall impede or interfere with or hinder the Fire Department in the performance of its duties.

19 FIRE ALARM

19.1 No person shall prevent, obstruct or interfere in any manner whatsoever with the communication of a fire alarm to the Fire Department or with the Fire Department responding to a fire alarm that has been activated.

20 OFFENCES

20.1 Every person who contravenes any provisions of this By-law is guilty of an offence and on conviction is liable to the penalty established by the Provincial Offences Act, R.S.O. 1990, c P.33, as may be amended or replaced from time to time, inclusive of costs.

21 CONFLICT

21.1 Where this By-law may conflict with any other By-law of the Corporation, this By-law shall supersede and prevail over that other By-law to the extent of the conflict.

22 SEVERABILITY

- 22.1 If any or part of this By-law is found to be illegal or beyond the power of the Corporation, such section or part or item shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent there from and to enacted as such.

23 EFFECT

- 23.1 This By-law comes into effect the day it is passed by Council.

24 REPEAL

- 24.1 That By-law No. 037-18 be repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF AUGUST, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

APPENDIX “A”

CORE SERVICES

1. FIRE SUPPRESSION AND EMERGENCY RESPONSE

- 1.1 Fire suppression services shall be delivered in both an offensive and defensive mode and shall include search and rescue operations, forcible entry, ventilation, protecting exposures, salvage and overhaul as appropriate.
- 1.2 Emergency pre-hospital care responses and medical acts such as defibrillation, standard first aid, CPR, and the Emergency Medical In-House training shall be maintained to department protocols as agreed and responded to as per the latest Tiered Response Agreement with the City of Guelph – Guelph Wellington Paramedic Services.
- 1.3 Special technical and/or rescue services shall include performing extrication using hand tools, air bags and heavy hydraulic tools as required, and water and ice rescue services land-based level only. Confined space, Trench rescue, high angle rescue, HUSAR, hazardous materials responses or other highly specialized technical and/or rescue services shall not be provided by the Wellington North Fire Services beyond the basic awareness level.
 - Swift Water Rescue – Awareness Level
 - Agreement with Centre Wellington Fire or Hanover Fire to provide the rescue
 - Ice Water Rescue – Awareness Level
 - Agreement with Centre Wellington Fire to provide the rescue
 - Confined Space Rescue – Agreement with Minto Fire
 - Auto Extrication Rescue – Technician Level
 - Hazardous Materials – Awareness Level
 - Agreement with Fortress Environmental to provide services (may also utilize Guelph Fire to help with containment and decontamination)
 - Trench Rescue – Awareness Level
 - Rope Rescue – Awareness Level

Definitions of Levels:

Awareness – Fire fighter should be capable of recognizing conditions requiring a technical rescue and making appropriate notifications.

Operations – Fire fighter should be capable of hazard recognition, equipment use and the techniques necessary to operate a rescue incident.

Technician – Fire fighter should be capable of hazard recognition, equipment use and techniques necessary to operate and supervise a rescue incident.

- 1.4 National Fire Protection Association (NFPA) and other related industry training standards and reference materials may be used as reference guides for the

Wellington North Fire Services' training as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act and applicable provincial legislation.

2. FIRE PREVENTION

- 2.1 Inspections arising from complaint, request, retrofit, or self initiated and fire investigations shall be provided in accordance with the FPPA and policies of Wellington North Fire Services. The department shall inspect all vulnerable occupancies as identified in the risk assessment on a yearly basis and register them as per the regulations in the Fire Code.
- 2.2 The NFPA standards for fire prevention shall be used as a reference guide for fire prevention training.

3. FIRE SAFETY EDUCATION

- 3.1 Distribution of fire and life safety information and public education programs shall be administered in accordance with the FPPA and policies of the Fire Departments Fire Prevention and Public Education Division.
- 3.2 The smoke alarm and home escape planning programs shall be ongoing.
- 3.3 Smoke alarms for residential occupancies shall be provided to those in need as per the policies of the Wellington North Fire Services.
- 3.4 Social media program shall be utilized as a mechanism for distribution of Public Education messaging.

4. EMERGENCY DISPATCHING AND COMMUNICATIONS

- 4.1 NFPA 1061 shall be used as a reference guide for emergency dispatching and communications and shall be provided through an agreement with the Guelph Fire Department.

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

BY-LAW NUMBER 070-20

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
LICENSING AGREEMENT BETWEEN THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH AND THE CITY OF OWEN
SOUND**

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

1. An agreement with the City of Owen Sound in the form or substantially the same form attached hereto as Schedule "A" providing for a bus stop at 140 Elgin Street, Mount Forest and Schedule "B" providing for a bus stop at 156 George Street, Arthur.
2. The Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF AUGUST, 2020.***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

LICENSE AGREEMENT

This Agreement made the ___ day of _____ 2020.

BETWEEN:

The Township of Wellington North
(the "**Licensor**")

OF THE FIRST PART

- and –

Corporation of the City of Owen Sound
o/a
(the "**Licensee**")

OF THE SECOND

WHEREAS:

1. The Licensor is the owner of the property (municipal parking lot at 140 Elgin Street South) in the Town of Mount Forest in the Township of Wellington North.
2. The Licensee wishes to operate a bus stop for the Owen Sound to Guelph Voyago Bus Service on these premises in the Township of Wellington North for that purpose and on the terms and conditions herein set out.

NOW THEREFORE in consideration of the covenants herein set out, the parties covenant and agree as follows:

ARTICLE 1

1.01 DEFINITIONS

In this License Agreement the following terms shall have the following meanings:

- (a) **"Commencement Date"** means the 31st day of August, 2020.
- (b) **"Licensed Premises"** refers to the Municipal Parking lot at 140 Elgin Street South in the Town of Mount Forest, in the Township of Wellington North.
- (c) **"Notice"** means notice given in writing, if by the Licensee, to the owner of the property at 140 Elgin Street South, the Township of Wellington North, 7490 Sideroad 7 W, PO Box 125 Kenilworth Ontario, N0G 2E0 and if by the Licensee, to the Licensor at the City of Owen Sound at 808 2nd Avenue East, Owen Sound, ON N4K 2H4.
- (d) **"Permitted Use"** means the Licensee will not use or permit any part of the Licensed Premises to be used for any purpose other than for the current use of a parking lot and as a **Voyago Bus Stop. The Licensor is responsible for the maintenance of the bus stop area.**
- (e) **"Term"** means approximately beginning on the Commencement Date and ending on the **31st day August of 2023** subject to such earlier termination as may be provided herein.

ARTICLE 2

2.01 GRANT

The Licenser hereby grants to the Licensee the right to occupy the Licensed Premises during the Term subject to the terms and conditions of this License.

2.02 USE

The Licensee shall use the Licensed Premises subject to the terms of this License for the Permitted Use and for no other purpose.

Upon written notice from the Licenser, the Licensee will immediately discontinue the sale of any product or service the Landlord has not given express written consent to. The Licensee shall operate in a first-class, reputable manner befitting the reputation and image of the Township of Wellington North. In connection with the business to be conducted by the Licensee on the Licensed Premises, the Licensee shall only use the advertised name “**Voyago**” and will not change the advertised name of the business to be operated in the Licensed Premises without the prior written consent of the Licenser.

ARTICLE 3

3.01 LICENSED PREMISES "AS IS"

The Licensee acknowledges that the Licensed Premises is granted on an "as is" condition and that the Licensee has inspected the Licensed Premises and acknowledges that it is suitable for its purpose. No compensation is payable to the Licensee at the expiry or earlier termination of this License for any improvement effected to the Licensed Premises.

The Licensee shall not carry out any improvement to the Licensed Premises without the Licenser's prior written consent. Where the Licensee has effected any improvement to the Licensed Premises without the prior written approval of the Licenser, the Licenser may at any time by written notice to the Licensee require such improvement to be removed by the Licensee. The Licensee shall, within 10 days of receipt of such notice, effect such removal.

The Licensee will at the termination of the License Agreement quietly yield up all improvements on the Licensed Premises in good order, condition and repair.

3.02 SIGNAGE

The Licensee, at its sole cost and expense, shall provide such signage identifying the Licensed Premises, which shall be consistent with the policy of the Licenser and approved by the Licenser prior to installation.

3.03 REPAIR

The Licensee shall at all times keep the Licensed Premises in good order, condition and repair as determined by the Licenser and immediately repair any damage to the Licensed Premises caused by it or by those for whom in law the Licensee is responsible and shall be responsible to the Licenser for the cost of any damages incurred by the Licenser as a result of any act or omission of the Licensee, its employees, contractors or agents or any person for whom it is in law responsible. The Licensee shall at the expiry or sooner termination of this License, yield up the Licensed Premises in the aforementioned condition to the

Licensor. All aforesaid maintenance, repairs, restorations and replacements shall be in quality and class equal to the original work or installations.

The Licensee must immediately bring to the Licensor's attention any damage, breakage or defect in or to any part of the Licensed Premises, including to the services and systems in the Licensed Premises, and any circumstances likely to cause damage or injury to property or persons.

3.04 INSURANCE

The Licensee shall maintain such policies of insurance related to its use and occupation of the Licensed Premises as the Licensor may reasonably require from time to time. Without limiting the generality of the foregoing, the Licensee shall at all times during the Term maintain a policy or policies of insurance providing general third party liability coverage in an amount of not less than \$5,000,000.00 on a per occurrence basis and such policy shall name the Licensor as an additional insured. If the Licensee fails to pay any premium for insurance required hereunder, the Licensor may, but shall not be required to, pay such premium and any amount so paid by the Licensor shall thereupon be paid forthwith to the Licensor by the Licensee together with an additional amount equal to twenty-five percent (25%) of such amount. The Licensee must, upon demand by the Licensor during the Term, supply to the Licensor each policy of insurance and a receipt for each premium in respect of each insurance policy.

The Licensee must:

- (a) not do anything or permit anything to be done which may cause higher or additional premium to be payable for the Licensor's insurance for the Licensed Premises and, in the event of any higher or additional premium becoming payable, pay an amount equal to that sum to the Licensor on demand; and
- (b) comply with all of the requirements and conditions of the Licensor's insurance policies for the Licensed Premises.

3.05 INDEMNITY

- (a) The Licensee hereby indemnifies the Licensor from any and all claims, costs, fines, fees, charges, damages or other amounts whatsoever arising from or in any way connected with the Licensee's use or occupation of the Licensed Premises including, without limitation, arising from or connected with any act or omission of the Licensee, its employees, contractors or agents or those for whom it is in law responsible.
- (b) The Licensee shall have no liability for, and the Licensor shall indemnify and hold harmless the Licensee for, any pre-existing Hazardous Substance located at the Licensed Premises in excess of amounts permitted under applicable environmental laws and regulations, unless brought to the Licensed Premises by the Licensee or those for whom the Licensee is responsible at law.

ARTICLE 4

4.01 ASSIGNMENT

The License hereby granted to the Licensee is personal to the Licensee and may not be assigned or sublet by the Licensee to any person without the Licensor's express written consent, which consent may be arbitrarily withheld by the Licensor.

ARTICLE 5

5.01 EXPIRATION OF TERM

Upon the expiration of the Term or upon such earlier termination in accordance with Article 5 herein from the Licensor to the Licensee, the Licensee shall vacate the Licensed Premises and shall remove all of the Licensee's goods and property.

5.02 DEFAULT

If the Licensee defaults in the performance of any of its other obligations hereunder, then, in addition to any other rights or remedies to which the Licensor is entitled hereunder or at law, the Licensor shall have the following rights and remedies, which are cumulative and not alternative, namely:

- (i) to terminate this License in respect of the whole or any part of the Licensed Premises without notice to the Licensee;
- (ii) to remedy any default of the Licensee and in so doing to enter upon the Licensed Premises, without any liability to Licensor therefore and without constituting a re-entry of the Licensed Premises or termination of the License, and in such case, Licensee shall pay to Licensor forthwith upon demand all reasonable costs of Licensor in remedying or attempting to remedy any such default.

The parties acknowledge that any failure on behalf of the Licensee to vacate the Licensed Premises at the expiration or earlier termination of the term of this License entitles the Licensor to exercise its remedies under this section without notice to the Licensee.

The Licensor may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by Licensee, either by any provision of the License, or by statute or at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Licensor at law or in equity.

If any legal proceeding is brought for recovery of possession of the Licensed Premises, for recovery of any other amount due under this License, or because of a breach of any other terms, covenants or conditions herein contained on the part of the Licensee to be kept or performed, the Licensee shall pay to the Licensor, upon demand, all costs and expenses incurred therefore (including without limitation, all professional and consulting fees, and all legal fees on a solicitor and his/her own client basis, disbursements, and all Court costs and expenses of any legal proceedings; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or other mediation proceeding).

5.03 LICENSOR TERMINATION RIGHT

Notwithstanding anything contained in this License, the Licensor shall have the right to terminate this License on thirty (30) days written notice to the Licensee.

5.04 DESTRUCTION OR DAMAGE OF Township of Wellington North

If the Licensed Premises is destroyed or so damaged that the Licensed Premises cannot be used for the Permitted Use, then this License will at once terminate. Any termination of this License under this clause will not affect the parties' respective rights, obligations and liabilities, which subsist or have accrued on the date of termination under this clause.

ARTICLE 6

6.01 RULES AND REGULATIONS

The Licensee shall observe such rules and regulations as the Licensor may require as directed from time to time upon notice including, without limitation, the following:

- (a) the Licensee shall not bring on to or permit on the Licensed Premises any explosive, toxic or Hazardous Substances except in strict compliance with the provisions of this License. "Hazardous Substances" means any asbestos, asbestos-containing materials, polychlorinated bisphenols, urea formaldehyde, chlorofluorocarbons as well as any substance considered to be dangerous, hazardous or toxic under any law or regulation enacted or promulgated by any governmental authority having jurisdiction;
- (b) the Licensor warrants and represents that there are no underground storage tanks or of any Hazardous Substances, pollutants, contaminants or hazardous wastes as defined in any federal, provincial or municipal law, rule or regulation, having been produced, released, stored or deposited over, under or upon the Licensed Premises by any person whatsoever;
- (c) the Licensee shall not do anything or permit its employees, contractors or agents to do anything on the Licensed Premises which has as its consequence either the cancellation or threatened cancellation or increase in premium of any policy of insurance held by the Licensor in respect of the Building;
- (d) the Licensee shall obey all laws, bylaws, regulations and orders of any municipal, provincial or federal authority having jurisdiction in respect of the Licensed Premises;
- (e) the Licensee shall not overload any floors or overtax the capacity of any utility provided to the Licensed Premises;
- (f) the Licensee shall dispose of all rubbish at the Licensed Premises only in the manner as required by law in containers approved for such use;
- (g) the Licensee shall not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Licensor or any other tenant or occupant of the Property;
- (h) forthwith upon notice from the Licensor, remove from the Licensed Premises, any signs, decorations, merchandise or displays to which the Licensor objects in writing, and permit the Licensor to remove such signs, decorations, merchandise or displays;
- (i) at all times keep the Licensed Premises in good repair and condition and in a clean and tidy state;
- (j) at the expiration or sooner termination of this License Agreement, the Licensee shall remove all contents and leave the Licensed Premises in good repair and condition, subject only to reasonable wear and tear (in as good condition as upon commencement of this License Agreement);
- (k) not assign or transfer this License Agreement nor sublet, sublicense or otherwise part with possession of the Space in whole or in part;

ARTICLE 7

7.01 SEVERABILITY

If any part of this License shall be challenged and found to be unenforceable, such part shall be severed from the License and the remaining provisions of the License shall be read as though such part had not been included.

7.02 GOVERNING LAW

This License shall be construed with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

7.03 ENTIRE LICENSE

This License sets forth the entire agreement between the Licensee and the Licensors with respect to the Licensed Premises. No amendment or addition to this License will bind the Licensee or the Licensors unless such amendment or addition is in writing and signed by all parties to this License.

7.04 INTERPRETATION

Words importing the singular number shall include the plural, words importing firms and corporations shall include persons and words importing the masculine gender shall include the feminine. Each obligation of the Licensee in this License, although not expressed as a covenant, is considered to be a covenant for all purposes. The article and section headings of this License form no part hereof and are inserted for convenience only.

7.05 SUCCESSORS AND ASSIGNS

This License shall be binding upon, extend to and enure to the benefit of the Licensee and the Licensors and to each of their respective heirs, executors, administrators, successors and permitted assignees.

7.06 COUNTERPARTS

This License may be executed in any number of counterparts. A party may send a copy of its executed counterpart to each other party by facsimile or electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by facsimile or electronic transmission) shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

7.07 NO CONTRA PROFERENTUM

The Licensee confirms that this License has been freely negotiated and that the Licensee had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Licensors by reason of the authorship of any of the provisions hereof.

7.08 CONFIDENTIALITY

The Licensee agrees that the terms of this License shall at all times remain confidential and will not be

disclosed by the Licensee and its agents and representatives to any third party except as required by a court of competent jurisdiction, the Licensee's solicitors or by the Licensee's lenders in conjunction with a loan or refinancing (in which case the Licensee shall obtain a similar covenant of confidentiality from such financial institution).

7.09 TIME TO BE OF THE ESSENCE

Time shall be of the essence of this License.

7.10 OVERHOLDING

If the Licensee remains in possession of the Licensed Premises after the end of the Term or any exercised extension or renewal with or without the Licensor's agreement, there shall be no tacit renewal of this License or the Term hereby granted. Where the Licensee is occupying the Licensed Premises with the Licensor's prior written approval, it shall be deemed to be occupying the Licensed Premises as a month-to-month licensee terminable on thirty (30) days prior written notice by either party (with no requirement that the termination date be the last day of a calendar month) and if it is occupying the Licensed Premises without the Licensor's prior written approval, it shall be deemed to be a licensee at sufferance only and terminable by the Licensor at any time.

7.12 LANGUAGE

The parties acknowledge having expressly required that these presents be drawn in English. *Les parties déclarent avoir expressément requis que les présentes soient rédigées en anglais.*

[Remainder of page left intentionally blank]

7.13 WAIVER

Failure by the Licensor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of License Fee hereunder by the Licensor shall not be deemed to be a waiver of any preceding breach by the Licensee of any term, covenant or condition of this License, other than the failure of the Licensee to pay the particular License Fee so accepted, regardless of the Licensor's knowledge of such preceding breach at the time of acceptance of such License Fee. No covenant, term or condition of this License shall be deemed to have been waived by the Licensor, unless such waiver be in writing by the Licensee.

IN WITNESS WHEREOF the authorized officers of the parties hereto have executed this Agreement in order to bind the parties as of the day and year set out above.

The Corporation of the City of Owen Sound

Per: _____
Name: _____ Office: _____

Per: _____
Name: _____ Office: _____

We have authority to bind the Corporation

Township of Wellington North

Per: _____
Name: _____ Office: _____

Per: _____
Name: _____ Office: _____

We have authority to bind the Corporation

LICENSE AGREEMENT

This Agreement made the ___ day of _____ 2020.

BETWEEN:

The Township of Wellington North
(the "**Licensor**")

OF THE FIRST PART

- and –

Corporation of the City of Owen Sound
o/a
(the "**Licensee**")

OF THE SECOND

WHEREAS:

1. The Licensor is the owner of the property (parking lot at 156 George Street) in the Town of Arthur in the Township of Wellington North.
2. The Licensee wishes to operate a bus stop for the Owen Sound to Guelph Voyago Bus Service on these premises in the Township of Wellington North for that purpose and on the terms and conditions herein set out.

NOW THEREFORE in consideration of the covenants herein set out, the parties covenant and agree as follows:

ARTICLE 1

1.01 DEFINITIONS

In this License Agreement the following terms shall have the following meanings:

- (a) **"Commencement Date"** means the 31st day of August, 2020.
- (b) **"Licensed Premises"** refers to the Parking lot at 156 George Street in the Town of Arthur, in the Township of Wellington North.
- (c) **"Notice"** means notice given in writing, if by the Licensee, to the owner of the property at 156 George Street, the Township of Wellington North, 7490 Sideroad 7 W, PO Box 125 Kenilworth Ontario, N0G 2E0 and if by the Licensee, to the Licensor at the City of Owen Sound at 808 2nd Avenue East, Owen Sound, ON N4K 2H4.
- (d) **"Permitted Use"** means the Licensee will not use or permit any part of the Licensed Premises to be used for any purpose other than for the current use of a parking lot and as a **Voyago Bus Stop. The Licensor is responsible for the maintenance of the bus stop area.**
- (e) **"Term"** means approximately beginning on the Commencement Date and ending on the **31st day August of 2023** subject to such earlier termination as may be provided herein.

ARTICLE 2

2.01 GRANT

The Licensors hereby grants to the Licensee the right to occupy the Licensed Premises during the Term subject to the terms and conditions of this License.

2.02 USE

The Licensee shall use the Licensed Premises subject to the terms of this License for the Permitted Use and for no other purpose.

Upon written notice from the Licensors, the Licensee will immediately discontinue the sale of any product or service the Landlord has not given express written consent to. The Licensee shall operate in a first-class, reputable manner befitting the reputation and image of the Township of Wellington North. In connection with the business to be conducted by the Licensee on the Licensed Premises, the Licensee shall only use the advertised name “**Voyago**” and will not change the advertised name of the business to be operated in the Licensed Premises without the prior written consent of the Licensors.

ARTICLE 3

3.01 LICENSED PREMISES "AS IS"

The Licensee acknowledges that the Licensed Premises is granted on an "as is" condition and that the Licensee has inspected the Licensed Premises and acknowledges that it is suitable for its purpose. No compensation is payable to the Licensee at the expiry or earlier termination of this License for any improvement effected to the Licensed Premises.

The Licensee shall not carry out any improvement to the Licensed Premises without the Licensors' prior written consent. Where the Licensee has effected any improvement to the Licensed Premises without the prior written approval of the Licensors, the Licensors may at any time by written notice to the Licensee require such improvement to be removed by the Licensee. The Licensee shall, within 10 days of receipt of such notice, effect such removal.

The Licensee will at the termination of the License Agreement quietly yield up all improvements on the Licensed Premises in good order, condition and repair.

3.02 SIGNAGE

The Licensee, at its sole cost and expense, shall provide such signage identifying the Licensed Premises, which shall be consistent with the policy of the Licensors and approved by the Licensors prior to installation.

3.03 REPAIR

The Licensee shall at all times keep the Licensed Premises in good order, condition and repair as determined by the Licensors and immediately repair any damage to the Licensed Premises caused by it or by those for whom in law the Licensee is responsible and shall be responsible to the Licensors for the cost of any damages incurred by the Licensors as a result of any act or omission of the Licensee, its employees, contractors or agents or any person for whom it is in law responsible. The Licensee shall at the expiry or sooner termination of this License, yield up the Licensed Premises in the aforementioned condition to the

Licensor. All aforesaid maintenance, repairs, restorations and replacements shall be in quality and class equal to the original work or installations.

The Licensee must immediately bring to the Licensor's attention any damage, breakage or defect in or to any part of the Licensed Premises, including to the services and systems in the Licensed Premises, and any circumstances likely to cause damage or injury to property or persons.

3.04 INSURANCE

The Licensee shall maintain such policies of insurance related to its use and occupation of the Licensed Premises as the Licensor may reasonably require from time to time. Without limiting the generality of the foregoing, the Licensee shall at all times during the Term maintain a policy or policies of insurance providing general third party liability coverage in an amount of not less than \$5,000,000.00 on a per occurrence basis and such policy shall name the Licensor as an additional insured. If the Licensee fails to pay any premium for insurance required hereunder, the Licensor may, but shall not be required to, pay such premium and any amount so paid by the Licensor shall thereupon be paid forthwith to the Licensor by the Licensee together with an additional amount equal to twenty-five percent (25%) of such amount. The Licensee must, upon demand by the Licensor during the Term, supply to the Licensor each policy of insurance and a receipt for each premium in respect of each insurance policy.

The Licensee must:

- (a) not do anything or permit anything to be done which may cause higher or additional premium to be payable for the Licensor's insurance for the Licensed Premises and, in the event of any higher or additional premium becoming payable, pay an amount equal to that sum to the Licensor on demand; and
- (b) comply with all of the requirements and conditions of the Licensor's insurance policies for the Licensed Premises.

3.05 INDEMNITY

- (a) The Licensee hereby indemnifies the Licensor from any and all claims, costs, fines, fees, charges, damages or other amounts whatsoever arising from or in any way connected with the Licensee's use or occupation of the Licensed Premises including, without limitation, arising from or connected with any act or omission of the Licensee, its employees, contractors or agents or those for whom it is in law responsible.
- (b) The Licensee shall have no liability for, and the Licensor shall indemnify and hold harmless the Licensee for, any pre-existing Hazardous Substance located at the Licensed Premises in excess of amounts permitted under applicable environmental laws and regulations, unless brought to the Licensed Premises by the Licensee or those for whom the Licensee is responsible at law.

ARTICLE 4

4.01 ASSIGNMENT

The License hereby granted to the Licensee is personal to the Licensee and may not be assigned or sublet by the Licensee to any person without the Licensor's express written consent, which consent may be arbitrarily withheld by the Licensor.

ARTICLE 5

5.01 EXPIRATION OF TERM

Upon the expiration of the Term or upon such earlier termination in accordance with Article 5 herein from the Licensor to the Licensee, the Licensee shall vacate the Licensed Premises and shall remove all of the Licensee's goods and property.

5.02 DEFAULT

If the Licensee defaults in the performance of any of its other obligations hereunder, then, in addition to any other rights or remedies to which the Licensor is entitled hereunder or at law, the Licensor shall have the following rights and remedies, which are cumulative and not alternative, namely:

- (i) to terminate this License in respect of the whole or any part of the Licensed Premises without notice to the Licensee;
- (ii) to remedy any default of the Licensee and in so doing to enter upon the Licensed Premises, without any liability to Licensor therefore and without constituting a re-entry of the Licensed Premises or termination of the License, and in such case, Licensee shall pay to Licensor forthwith upon demand all reasonable costs of Licensor in remedying or attempting to remedy any such default.

The parties acknowledge that any failure on behalf of the Licensee to vacate the Licensed Premises at the expiration or earlier termination of the term of this License entitles the Licensor to exercise its remedies under this section without notice to the Licensee.

The Licensor may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by Licensee, either by any provision of the License, or by statute or at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Licensor at law or in equity.

If any legal proceeding is brought for recovery of possession of the Licensed Premises, for recovery of any other amount due under this License, or because of a breach of any other terms, covenants or conditions herein contained on the part of the Licensee to be kept or performed, the Licensee shall pay to the Licensor, upon demand, all costs and expenses incurred therefore (including without limitation, all professional and consulting fees, and all legal fees on a solicitor and his/her own client basis, disbursements, and all Court costs and expenses of any legal proceedings; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or other mediation proceeding).

5.03 LICENSOR TERMINATION RIGHT

Notwithstanding anything contained in this License, the Licensor shall have the right to terminate this License on thirty (30) days written notice to the Licensee.

5.04 DESTRUCTION OR DAMAGE OF Township of Wellington North

If the Licensed Premises is destroyed or so damaged that the Licensed Premises cannot be used for the Permitted Use, then this License will at once terminate. Any termination of this License under this clause will not affect the parties' respective rights, obligations and liabilities, which subsist or have accrued on the date of termination under this clause.

ARTICLE 6

6.01 RULES AND REGULATIONS

The Licensee shall observe such rules and regulations as the Licensor may require as directed from time to time upon notice including, without limitation, the following:

- (a) the Licensee shall not bring on to or permit on the Licensed Premises any explosive, toxic or Hazardous Substances except in strict compliance with the provisions of this License. "Hazardous Substances" means any asbestos, asbestos-containing materials, polychlorinated bisphenols, urea formaldehyde, chlorofluorocarbons as well as any substance considered to be dangerous, hazardous or toxic under any law or regulation enacted or promulgated by any governmental authority having jurisdiction;
- (b) the Licensor warrants and represents that there are no underground storage tanks or of any Hazardous Substances, pollutants, contaminants or hazardous wastes as defined in any federal, provincial or municipal law, rule or regulation, having been produced, released, stored or deposited over, under or upon the Licensed Premises by any person whatsoever;
- (c) the Licensee shall not do anything or permit its employees, contractors or agents to do anything on the Licensed Premises which has as its consequence either the cancellation or threatened cancellation or increase in premium of any policy of insurance held by the Licensor in respect of the Building;
- (d) the Licensee shall obey all laws, bylaws, regulations and orders of any municipal, provincial or federal authority having jurisdiction in respect of the Licensed Premises;
- (e) the Licensee shall not overload any floors or overtax the capacity of any utility provided to the Licensed Premises;
- (f) the Licensee shall dispose of all rubbish at the Licensed Premises only in the manner as required by law in containers approved for such use;
- (g) the Licensee shall not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Licensor or any other tenant or occupant of the Property;
- (h) forthwith upon notice from the Licensor, remove from the Licensed Premises, any signs, decorations, merchandise or displays to which the Licensor objects in writing, and permit the Licensor to remove such signs, decorations, merchandise or displays;
- (i) at all times keep the Licensed Premises in good repair and condition and in a clean and tidy state;
- (j) at the expiration or sooner termination of this License Agreement, the Licensee shall remove all contents and leave the Licensed Premises in good repair and condition, subject only to reasonable wear and tear (in as good condition as upon commencement of this License Agreement);
- (k) not assign or transfer this License Agreement nor sublet, sublicense or otherwise part with possession of the Space in whole or in part;

ARTICLE 7

7.01 SEVERABILITY

If any part of this License shall be challenged and found to be unenforceable, such part shall be severed from the License and the remaining provisions of the License shall be read as though such part had not been included.

7.02 GOVERNING LAW

This License shall be construed with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

7.03 ENTIRE LICENSE

This License sets forth the entire agreement between the Licensee and the Licensors with respect to the Licensed Premises. No amendment or addition to this License will bind the Licensee or the Licensors unless such amendment or addition is in writing and signed by all parties to this License.

7.04 INTERPRETATION

Words importing the singular number shall include the plural, words importing firms and corporations shall include persons and words importing the masculine gender shall include the feminine. Each obligation of the Licensee in this License, although not expressed as a covenant, is considered to be a covenant for all purposes. The article and section headings of this License form no part hereof and are inserted for convenience only.

7.05 SUCCESSORS AND ASSIGNS

This License shall be binding upon, extend to and enure to the benefit of the Licensee and the Licensors and to each of their respective heirs, executors, administrators, successors and permitted assignees.

7.06 COUNTERPARTS

This License may be executed in any number of counterparts. A party may send a copy of its executed counterpart to each other party by facsimile or electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by facsimile or electronic transmission) shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

7.07 NO CONTRA PROFERENTUM

The Licensee confirms that this License has been freely negotiated and that the Licensee had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Licensors by reason of the authorship of any of the provisions hereof.

7.08 CONFIDENTIALITY

The Licensee agrees that the terms of this License shall at all times remain confidential and will not be

disclosed by the Licensee and its agents and representatives to any third party except as required by a court of competent jurisdiction, the Licensee's solicitors or by the Licensee's lenders in conjunction with a loan or refinancing (in which case the Licensee shall obtain a similar covenant of confidentiality from such financial institution).

7.09 TIME TO BE OF THE ESSENCE

Time shall be of the essence of this License.

7.10 OVERHOLDING

If the Licensee remains in possession of the Licensed Premises after the end of the Term or any exercised extension or renewal with or without the Licensors' agreement, there shall be no tacit renewal of this License or the Term hereby granted. Where the Licensee is occupying the Licensed Premises with the Licensors' prior written approval, it shall be deemed to be occupying the Licensed Premises as a month-to-month licensee terminable on thirty (30) days prior written notice by either party (with no requirement that the termination date be the last day of a calendar month) and if it is occupying the Licensed Premises without the Licensors' prior written approval, it shall be deemed to be a licensee at sufferance only and terminable by the Licensors at any time.

7.12 LANGUAGE

The parties acknowledge having expressly required that these presents be drawn in English. *Les parties déclarent avoir expressément requis que les présentes soient rédigées en anglais.*

[Remainder of page left intentionally blank]

7.13 WAIVER

Failure by the Licensor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of License Fee hereunder by the Licensor shall not be deemed to be a waiver of any preceding breach by the Licensee of any term, covenant or condition of this License, other than the failure of the Licensee to pay the particular License Fee so accepted, regardless of the Licensor’s knowledge of such preceding breach at the time of acceptance of such License Fee. No covenant, term or condition of this License shall be deemed to have been waived by the Licensor, unless such waiver be in writing by the Licensee.

IN WITNESS WHEREOF the authorized officers of the parties hereto have executed this Agreement in order to bind the parties as of the day and year set out above.

The Corporation of the City of Owen Sound

Per: _____
Name: _____ Office: _____

Per: _____
Name: _____ Office: _____

We have authority to bind the Corporation

Township of Wellington North

Per: _____
Name: _____ Office: _____

Per: _____
Name: _____ Office: _____

We have authority to bind the Corporation

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

BY-LAW NUMBER 071-20

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE
WINTER MAINTENANCE AGREEMENT BETWEEN INTEGRATED
MAINTENANCE AND OPERATIONS SERVICE INC. OPERATING
UNDER THE NAME OF "OWEN SOUND HIGHWAY MAINTENANCE
LIMITED" (IMOS) AND THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) wish to enter into an agreement for winter maintenance services (Arthur and Mount Forest).

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) in substantially the same form as the agreements attached hereto as Schedule "A" and "B".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF AUGUST, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

This Agreement for winter maintenance services made this ____ day of _____, 2020

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”
(Hereinafter referred to as “IMOS”)

-And-

The Corporation of the Township of Wellington North
(Hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

- 1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2020 until 11:59 p.m. April 30, 2021.
- 2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.
- 3. **Contacts:**

IMOS’ contact shall be:
Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality’s contact shall be:
Matt Aston, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called “Claims”, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$4,021.48 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2020 and February 28th, 2021.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this _____ day of _____, 2020

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”
(Hereinafter referred to as “IMOS”)

-And-

The Corporation of the Township of Wellington North
(Hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2020 until 11:59 p.m. April 30, 2021.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.
3. **Contacts:**

IMOS’ contact shall be:
Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality’s contact shall be:
Matt Aston, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called “Claims”, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$14,484.03 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2020 and February 28th, 2021.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

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

BY-LAW NUMBER 072-20

**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
AUGUST 24, 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 August 24, 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 24TH DAY OF AUGUST, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK