

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
SEPTEMBER 23, 2019 @ 7:00 P.M.
CLOSED MEETING SESSION @ 6:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the September 23, 2019 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees
- (d) labour relations or employee negotiations;

Recommendation:

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations

1. REPORTS

- a) Report EDO 2019-024 Industrial Land Sale
- b) Report EDO 2019-025 Municipal Land Sale
- c) CBO Verbal Report Light Intrusion
- d) HR Verbal Report Labour negotiations

2. REVIEW OF CLOSED SESSION MINUTES

- September 9, 2019 – Council meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Township of Wellington North receive Report EDO 2019-024 being a report on potential sale of land Part of Division 3, Lot 32 Concession 1 (Normanby) Part 2 of Plan 61R-10178, 219 Industrial Drive, Mount Forest;

AND FURTHER THAT The Council of the Corporation of the Township of Wellington North direct staff to work with the interested party to finalize an Agreement of Purchase and Sale for the above .98-acre parcel of land, at a cost of \$25,000/acre.

AND FURTHER THAT The Mayor and the Clerk of the corporation are hereby authorized and directed to take such action and authorize such documents as in the municipal solicitor’s opinion are necessary or advisable to carry out the terms of the said agreement.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2019-025 being a report on a Municipal Land Sale;

AND FURTHER THAT the confidential direction to staff be approved.

Recommendation:

THAT the Council of the Township of Wellington North receive for information CBO Verbal Report being a report on Light Intrusion Complaint 541 Oakview Crescent, Mount Forest.

Recommendation:

THAT the Council of the Township of Wellington North receive for information HR Verbal Report being a report on labour negotiations.

Recommendation:

THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of the September 9, 2019 –Council meeting

O ’ CANADA

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Public Meeting, September 9, 2019 001
- Regular Meeting of Council, September 9, 2019 004

Recommendation:

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on September 9, 2019 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. FIRE

- a. Wellington North Fire Service, Communiqué #70, August 2019 025

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive Wellington North Fire Service Communiqué #70, August 2019.

2. BUILDING

- a. Report 2019-15 Building Permit Review Period Ending August 31, 2019 030

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive Report CBO 2019-15 being the Building Permit Review for the period ending August 31, 2019.

3. FINANCE

- a. Cheque Distribution Report, September 16, 2019 032

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated September 16, 2019.

- b. Report TR 2019-014 Being an Update on the Sublease Tenancy occupying 110 Charles St., Arthur 036

Recommendation:

THAT Council receive for information Report TR2019-014 being an Update on the Sublease Tenancy occupying 110 Charles St. Arthur;

AND THAT the Mayor and the Chief Administrative Officer are hereby authorized and directed to take such action and authorize such documents necessary or advisable.

4. OPERATIONS

- a. Report OPS 2019-016 being a report on Landfill Leachate Treatment 038

Recommendation:

THAT the Council of the Township of Wellington North receive Report OPS 2019-016 being a report on Landfill Leachate Treatment;

AND FURTHER THAT Council agree, in principle, with the Township's Mount Forest Wastewater Treatment Plant (WWTP) receiving and treating landfill leachate originating from the County's Riverstown Landfill;

AND FURTHER THAT Council direct staff to conduct a detailed feasibility assessment of the Mount Forest WWTP receiving and treating landfill leachate from the County's Riverstown Landfill, in partnership with Wellington County and at zero cost to the Township's water-sewer rate payers;

AND FURTHER THAT Council direct staff to enter an agreement with Wellington County for a detailed engineered feasibility assessment;

AND FURTHER THAT Council direct staff to participate, on behave of the Township, in the engineered feasibility assessment;

AND FURTHER THAT Council direct staff to bring a report on the results of the engineered feasibility assessment back to a future meeting of Council.

- b. Report OPS 2019-017 being a report on the award of the Township's tractor tender 044

Recommendation:

THAT the Council of the Township of Wellington North receive Report OPS 2019-017 being a report on the award of the Township's 2019 tractor tender;

AND FURTHER THAT Council direct staff to fund the difference between the \$55,000 budget and the \$63,927 plus applicable taxes from the Capital Equipment Reserve Fund;

AND FURTHER THAT Council award the Township's 2019 tractor tender to Premier Equipment at a tender price of \$63,927 plus applicable taxes.

- c. Report OPS 2019-018 being a report on the addition of no parking provision on a portion of North Water Street 046

Recommendation:

THAT Council of The Corporation of the Township of Wellington North receive Report OPS 2019-018 being a report on the addition of no parking provisions on a portion of North Water Street;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to amend By-law 5000-05.

d. Report RAC 2019-016 Recreation Software 048

Recommendation:

THAT Council of The Corporation of the Township of Wellington North receive Report RAC 2019-016 being a report on Recreation software;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law to enter into a five (5) year contract with PerfectMind.

5. COUNCIL

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 September 23, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- a. By-law Number 080-19 being a by-law to amend By-law 106-18 being a by-law to establish the fees and charges for various services provided by the municipality 054
- b. By-law Number 081-19 being a by-law to amend By-law 082-19 being a by-law to appoint members to the Property Standards Committee for The Township of Wellington North 056
- c. By-law Number 082 being a by-law to authorize the sale of real property being Pt. Lot 32, Concession 1, Division 3 Normanby shown as Part 1 on 61R-10178 and Part 1 on 61R10813, Wellington North (Hartshorn) 059
- d. By-law Number 083-19 being a by-law to amend By-law Number 5000-05, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North 071

Recommendation:

THAT By-law Numbers 080-19, 081-19, 082-19, 083-19 and 084-19 be read a First, Second and Third time and enacted.

CONFIRMING BY-LAW NUMBER 085-19 072

Recommendation:

THAT By-law Number 085-19 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on September 23, 2019 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of September 23, 2019 be adjourned at ____:____.pm.

MEETINGS, NOTICES, ANNOUNCEMENTS

Arthur Downtown Revitalization Advisory Committee Meeting	September 24, 2019	7:00 p.m. to 9:00 p.m.
Mount Forest Downtown Revitalization Advisory Committee Meeting	September 26, 2019	7:00 p.m. to 9:00 p.m.
Wellington North Culture Days	September 27, 28 & 29, 2019	
Wellington North 20 th Anniversary of Amalgamation Celebration	September 27, 2019	11:00 a.m. to 2:00 pm..
Committee of Adjustment	October 7, 2019	2:00 p.m.
Public Meeting	October 7, 2019	2:00 p.m.
Regular Council Meeting	October 7, 2019	2:00 p.m.
Thanksgiving Day – Office Closed	October 14, 2019	
Wellington North Cultural Roundtable	October 17, 2019	12:00 p.m.
Arthur & District Chamber of Commerce – Annual General Meeting	October 17, 2019	6:30 p.m.
Regular Council Meeting	October 21, 2019	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
PUBLIC MEETING MINUTES
SEPTEMBER 9, 2019 @ 2:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH

<u>Members Present:</u>	Mayor:	Andrew Lennox
	Councillors:	Sherry Burke Steve McCabe Dan Yake
<u>Members Absent:</u>	Councillor:	Lisa Hern
<u>Staff Present:</u>	Chief Administrative Officer:	Michael Givens
	Director of Legislative Services/Clerk:	Karren Wallace
	Deputy Clerk:	Catherine Conrad
	Director of Finance:	Adam McNabb
	Director of Operations:	Matthew Aston
	Chief Building Official:	Darren Jones
	Development Clerk:	Tammy Pringle
	Economic Development Officer:	Dale Small
	Community Recreation Coordinator:	Mandy Jones
	Planner:	Jessica Rahim

CALLING TO ORDER - Mayor Lennox

DISCLOSURE OF PECUNIARY INTEREST

- None

OWNERS/APPLICANT

Trevor William McAlister

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as West Part Lot 6, Concession 3 and is Municipally known as 8236 Line 2, Geographic Township of West Luther. The property is approximately 20.85 ha (51.52 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands to prohibit a residential dwelling on the retained agricultural portion of property and permit an increased ground floor area for an existing accessory structure on the severed lands. This rezoning is a condition of severance application B14/19, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever an approximate 0.45 ha (1.11 ac) rural residential parcel from the retained 20.4 ha (50.4 ac) vacant agricultural parcel.

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 August 16th, 2019.

PRESENTATIONS

Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated August 29, 2019

Planning Opinion

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject lands and permit an increased ground floor area for an existing accessory structure on the severed lands. This rezoning is a condition of severance application B14/19, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 0.45 ha (1.11 ac) parcel with an existing dwelling and shed from the retained 20.4 ha (50.4 ac) vacant agricultural parcel.

We have no objections to the zoning amendment. Both the PPS and County Official Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future development dwellings. This rezoning would satisfy a condition for consent application B14/19.

INTRODUCTION

The property subject to the proposed amendment is described as West Part Lot 6, Concession 3, Geographic Township of West Luther, with a civic address of 8236 Line 2. The proposal is a condition of a recent severance application on the property, B14/19. The proposed severed parcel is 0.45 ha (1.11 ac) and the retained parcel is 20.4 ha (50.4 ac) in size.

PROPOSAL

The purpose of the application is to rezone the subject lands to restrict future residential development on the retained agricultural lot and permit an increased ground floor area for an existing accessory structure on the severed lands. This rezoning is a condition of severance application B14/19, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling from the vacant agricultural parcel under the surplus farm dwelling policies.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a PRIME AGRICULTURAL area. Section 2.3.4.1(c) of the PPS provides consideration for the severance of a surplus residence, provided that new residential dwellings are prohibited on the remnant parcel of farmland.

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE. This application is required as a result of a severance application B14/19. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Agricultural (A). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zoning amendment will apply the newly created standard A-2 exception to the retained vacant agricultural parcel, which restrict any future residential development.

The applicants are also proposing to recognize the existing accessory building as a condition of consent application B14/19. Section 6.1.4 b) of the By-law permits a ground floor area of 185.8 m² (2000.0 ft²) for accessory building on a lot less than 0.8 ha (2 ac). Due to the reduced lot size the existing 400 m² (4305.5 ft²) accessory building is larger than permitted. The proposed new lot line will maintain the minimum rear yard and side yard setback requirements for the existing accessory building.

Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Grand River Conservation Authority, Email dated August 16th, 2019 (No Objections)

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

Hailey Keast, Van Harten Surveying, applicant's agent was present to answer questions regarding the application.

COMMENTS/QUESTIONS FROM COUNCIL

- No comments or questions from Council

ADJOURNMENT

RESOLUTION: 006-2019

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public Meeting of September 9, 2019 be adjourned.

CARRIED

CLERK

MAYOR

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING MINUTES OF COUNCIL
SEPTEMBER 9, 2019 @ 2:00 P.M.
CLOSED MEETING SESSION @ 1:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

Members Present:

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

Members Absent:

Councillor: Lisa Hern

Staff Present:

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

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

RESOLUTION: 2019-247

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Agenda for the September 9, 2019 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST**CLOSED MEETING SESSION**

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

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

(d) labour relations or employee negotiations;

RESOLUTION: 2019-248

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:34 pm that is closed to the public under subsection 239 of the Municipal Act, 2001, specifically:

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

(d) labour relations or employee negotiations;

CARRIED

1. REPORTS

- a) Report OPS 2019-010 being a report on matters relating to an identifiable individual, including municipal or local board employees and labour relations or employee negotiations

2. REVIEW OF CLOSED SESSION MINUTES

- August 12, 2019 – Council meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2019-249

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:46 pm.

CARRIED

RESOLUTION: 2019-250

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2019-010 being a report on matters relating to an identifiable individual, including municipal or local board employees and labour relations or employee negotiations; AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2019-251

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of the August 12, 2019 –Council meeting.

CARRIED

O ' CANADA

COUNTY COUNCIL UPDATE

Steve O'Neill, Councillor, Wellington County Ward 4

- Green bin organic pickup will be starting in July 2020. A green bin and a kitchen catcher will be delivered to every household. Yard waste is not to be put in the green bin. The County will conduct yard waste pick up four times a year. The new cell at the Riverstown Landfill Site will open in 2021.
- Wellington County has received \$12 million through the SWIFT Program to provide highspeed internet to rural areas.
- The City of Guelph and Wellington County received \$10 million from the Smart City Challenge for the creation of a circular food economy.
- On October 1, 2019 Wellington County will launch Ride Well, a county wide, demand based, public transit service.

PRESENTATIONS

Bruce Peever, Director, KPMG

- Introduction of project (scope, timeline, deliverables, etc.) regarding the Wellington County municipal service delivery review

Mr. Peever presented information about The County of Wellington Service Review project. The project overview outlined the project charter, objectives, drivers, principles, timing, scope and deliverables. Project phases outlined are project initiation and environmental scan from July 12 to August, current service delivery model review from August to September, and opportunity identification and final report & presentation from September to November 29. A chart was provided to show the project schedule for each phase. Dates of project meetings, governance structure, project management, status reporting and the deliverable acceptance process were reviewed. Final report will be presented to County Council at the end of November.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2019-252

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council meeting of September 9, 2019 for the purpose of holding a Public Meeting under the Planning Act:

- *Trevor William McAlister, Zoning By-law Amendment*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2019-253

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the September 9, 2019 Regular Meeting of Council.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETINGS

1. By-law Number 078-19 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North (West Part Lot 6, Concession 3, 8236 Line 2, geographic Township of West Luther – Trevor William McAlister)

RESOLUTION: 2019-254

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT By-law Number 078-19 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. (West Part Lot 6, Concession 3, 8236 Line 2, geographic Township of West Luther – Trevor William McAlister)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Public Meeting, August 26, 2019
- Regular Meeting of Council, August 26, 2019

RESOLUTION: 2019-255

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the minutes of the Regular Meeting of Council held on August 26, 2019 be adopted as circulated.

CARRIED

OPEN FORUM

- Rural Broadband: status update and next steps

Council discussed the importance of reliable internet service in the rural areas. Service in the rural areas of Wellington County is substandard. Connections are poor and often influenced by weather. The Provincial Government and the Prime Minister have promised better rural broadband. Concern was raised that federal standards are set five to ten years behind what they should be and that the rate of change in technology will be faster than the progress made.

Funding received by the County of Wellington through SWIFT will be used towards a project to provide internet services to underserved rural areas. Residents in the rural areas pay more for a fraction of the service offered in urban areas. Having broadband will attract business as well as allow people to consider working from home. Mapleton is working with the private sector to install fibre optic with other services. There may be opportunity in the future to create partnerships for the installation of fibre optic in Wellington North.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1a, 4a, 5a, 6b, 7c

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2019-256

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT all items listed under Items for Consideration on the September 9, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

THAT Council of the Corporation of Township of Wellington North receive Report DC2019-003 being a report on Consent Application B49-19 known as Part Lot 3, Concession 6, Township of Wellington North (West Luther);

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B49-19 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 in 2019);*
- *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 receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed parcel;*
- *THAT any concerns of the Conservation Authority can be adequately addressed;*
- *THAT servicing can be accommodated on the site to the satisfaction of the local municipality;*
- *THAT the Owner enter into an agreement apportioning future maintenance costs on West Luther Drain 36 and West Luther Drain 65;*

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 Township of Wellington North receive the Cheque Distribution Report dated September 3, 2019.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2019-031 being a report on Cultural Roundtable Mount Forest Cemetery research project.

THAT the Council of the Corporation of Township of Wellington North receive the poster regarding Safe Communities Wellington County – Kitchen Table Talk: Opioids 101.

THAT the Council of the Corporation of Township of Wellington North correspondence dated August 28, 2019 from The Honourable Robert Black, congratulating the Township of Wellington North and Council on being named one of Canada's Best Communities in 2019 by Maclean's Magazine.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2019-257

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Recreation and Culture Committee meeting held on September 3, 2019.

CARRIED

RESOLUTION: 2019-258

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of Township of Wellington North receive Report EDO 2019-023 being a report on the Community Improvement Program;

AND FURTHER THAT Council approve the following:

- *\$2,460 grant under the Façade Improvement Program for the signage improvements made at 799 Wellington Road 109 home to the Silver Fox Distillery;*
- *\$2,500 grant under the Façade Improvement Program for the exterior improvements being made at 237-241 Main Street N in Mount Forest home to Ideal Ladies wear;*
- *\$2,500 grant and a \$2,500 Interest free loan for the exterior improvements being made to the Upper Façade at 222 George Street in Arthur;*
- *Grants totaling up to \$10,000 to support the planned revitalization and improvements to 164 George Street in Arthur the previous home of the Queens Hotel.*

CARRIED

RESOLUTION: 2019-259

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT Council of The Corporation of the Township of Wellington North receive Report OPS 2019-015 being a report on the award of the Township's 2019 asphalt program;

AND FURTHER THAT Council award the Township's 2019 asphalt tender program to The Murray Group Limited at a tender price of \$824,481.00 plus applicable taxes.

CARRIED

RESOLUTION: 2019-260

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the Corporation of Wellington North receive Report CLK 2019-032 being a report on a donation made by 3253 Production Services Inc.;

AND FURTHER THAT Council authorize that the funds be directed to:

<i>Arthur BMX/Skateboard Park</i>	\$2,000.00
<i>Arthur Food Bank</i>	\$ 500.00
<i>Mount Forest Splash Pad</i>	\$2,000.00
<i>Mount Forest Community Food Pantry</i>	\$ 500.00

CARRIED

RESOLUTION: 2019-261

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of Township of Wellington North receive the Saugeen Conservation and Grey Sauble Conservation, Media Release, dated August 29, 2019, regarding resignation, retirement and concept of shared CAO/GM position.

CARRIED

NOTICE OF MOTION - no notice of motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor McCabe commented on a meeting he attended with Randy Pettapiece, MPP, and police in Atwood regarding farm theft, activists and bio security and the negative impacts on farms. Often when charges are laid the provincial courts throw them out or the persons involved receive what amounts to a slap on the wrist. In Perth farm theft is most often due to crime of opportunity with keys being left in vehicles and equipment.

Councillor Yake announced that the official sod turning at the Louise Marshall Hospital will take place on Thursday, September 12, 2019 at 2:00 p.m.

Mayor Lennox stated that he attended the Arthur Fall Fair held during the past weekend. Wellington North was named as one of Canada's Best Communities in 2019 by Maclean's Magazine and is listed at 151 out of 415 Canadian municipalities. A mental health awareness meeting will be held on September 15. Culture Days will be held September 27, 28 and 29.

CULTURAL MOMENT

- Celebrating the Hamlet of Farewell

Farewell is a small hamlet southwest of Mount Forest which could be overlooked when driving through. It's hard to imagine that it was vibrant at one time, and that the demographics have drastically changed. It was a farming community as of 1867 with a store (front room of a house) as its centre. When family members moved to other locations, there were so many farewells to friends, that Farewell became its official name. It was connected to other areas as the supplies and mail came into Kenilworth by train and then were taken to the Farewell store by horseback, horse and cart, or cutter.

There were 20 years when Farewell did not have a store until 1939 when a house, 2 lots, and a barn were bought for a grand sum of \$70.00. A store, including a post office, was added to the house. This store closed in 1983. A grist mill was made from the barn and is still standing, though in poor condition. Through the years, Farewell could also boast of a sawmill and planing mill, a blacksmith shop, a wagon maker, a shoemaker, 2 churches, a school, and an Orange Hall.

The Allen's and Morrisons were 2 prominent and pioneer families in the community. Population started to wane from 105 residents in 1872 to 85 residents in 1877. The Anglican Church had been situated on the east side of Concession 11, several lots south of Sideroad 5. It was demolished shortly after closing in 1973 and in 1974, the first parochial school in Mount Forest area was built on this site. In 1979, the present Farewell Church was erected. The demographic change began in 1964 when Old Order Mennonites from Waterloo County purchased farms

and began settling in 1967. They moved to this locale as a result of urban expansion of Waterloo County into their Old Order community and the rising cost of land there. In 1978 the church purchased a parcel of land and the Farewell meetinghouse was erected in 1979.

In 2004, the number of Mennonite families in the Farewell district was just over 40. There is a shoe/repair store just north of the 5th Sideroad, and Shady Lawn, a dry good store, approximately 2 km south of the 5th Sideroad on the east side, and a bike store on the west side of Concession 11. The community is still definitely rural with the majority of the community being Mennonites.

CONFIRMING BY-LAW NUMBER 079-19

RESOLUTION: 2019-262

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 079-19 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on September 9, 2019 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2019-263

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Regular Council meeting of September 9, 2019 be adjourned at 3:36 pm.

CARRIED

CLERK

MAYOR



The County of Wellington Service Review

Project Charter

July 12, 2019



Project Overview – Background and Charter

Project Charter

- The purpose of this charter is to ensure clarity of expectations between consultant and client.
- This charter contains information on project objectives, governance, team, work plan, and project management.

Project Objectives – *How will we define success?*

KPMG has been engaged by the County of Wellington (the “County”) and its Member Municipalities to undertake an Operational Service Efficiency Review (the “Project” or “Service Review”) in response to the Provincial Modernization Grant. The overall objective of the Project is to conduct a complete a review of all operations within each Member Municipality to find efficiencies, operational savings and cost effectiveness without compromising the customers’ service experience. Our aim is to identify creative and innovative solutions that are realistic and practical for implementation to achieve greater efficiency and cost savings in service delivery.

The Operational Service Efficiency Review will take place in two phases. KPMG will assist in Phase 1 conducting a complete review of services and operations along with recommendations for obtaining efficiencies throughout the County and its Member Municipalities with a final report. Phase 2 will consist of the implementation of the recommendations identified in the Phase 1 report in 2020.

Specific project objectives include the following:

1. **Facilitate review** – Conduct a comprehensive review of services and operations along with recommendations for obtaining efficiencies throughout the County and its Member Municipalities through documentation review and stakeholder consultation. As part of this, consider all aspects of the County and its Member Municipalities’ services including delivery methods, service expenditure, revenue streams and high level benchmarking with comparator municipalities.
2. **Identify opportunities** – Identify and explore opportunities for sustainable approaches to service delivery and establishing and/or amending service levels.
3. **Advise on implementation** – Evaluate and categorize opportunities to develop recommendations for short-term, mid-term, and long-term priorities. Provide strategic guidance to leadership on implementation and prioritization of new, innovative and/or leading service delivery models that improve upon organizational efficiency while balancing stakeholder expectations. In addition, highlight the risks associated with each proposed change/option to inform management of the key factors and risks which should be considered during the decision making process.

Project Overview – Scope, Deliverables and Timing

Project Drivers - *Why are we doing this, what problem do we want to solve?*

- The County and its Member Municipalities are conducting an Operational Services Efficiency Review in response to the Provincial Modernization Grant, which aims to assist “small and rural municipalities’ efforts to become more efficient and reduce expenditure growth in the longer term.” Given the current review of the Regions and two Counties it is important to address the Provincial expectation of reviewing systems to find cost saving efficiencies.

Project Principles – *What is Important to Us?*

- We will leverage the knowledge and expertise of the County and its Member Municipalities’ management and employees as a foundation to conduct the Service Review and to arrive at recommended actions through a transparent, participative and inclusive process facilitated by the consultant.
- The framework and approach will be based on leading practice from municipal or other levels of government experience and/or private sector.
- While these reviews often go by many different names – including service efficiency reviews, value for money audits and cost saving studies – they all share the same goal: to determine if a municipality is delivering its services to its customers in the best possible manner and further, to determine if there are more efficient, effective or economical means to delivering municipal services. For simplicity, this will be called a ‘Service Review’.
- Lastly, this is not an audit. Phase 1 is a review to build on successes and identify opportunities to improve the efficiency of how the County and Member Municipalities deliver services to the community. Phase 2 will be implementation of the recommended opportunities identified and prioritized in Phase 1.

Project Timing

- The project will commence on July 12, 2019, and all engagement activities and deliverables will be completed and submitted to the County and its Member Municipalities on or before November 29, 2019, except for the final report presentation. Timing of the final report presentation will be subsequently determined by the County and its Member Municipalities.

Scope & Deliverables

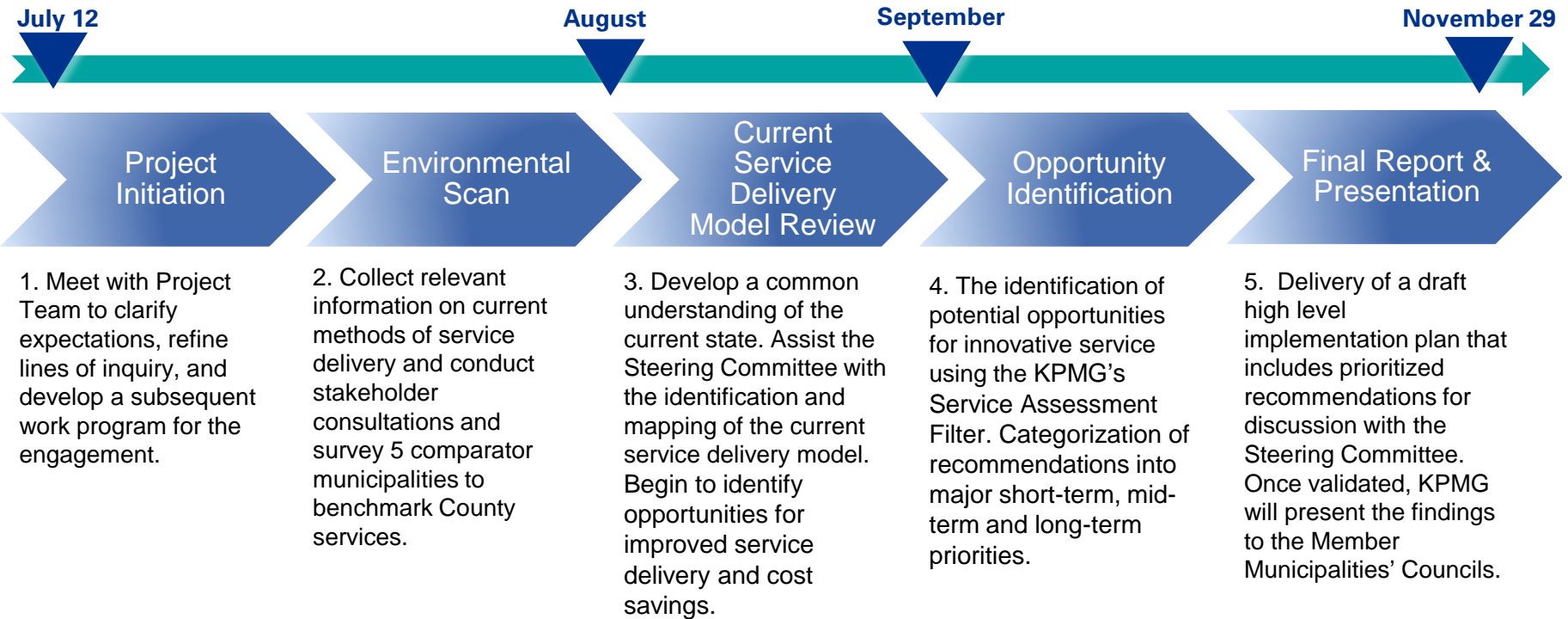
- **Phase One: Project Initiation**
 - Kick-off Meeting with Project Sponsor/Manager
 - Project kick-off meeting with the Project Steering Committee
 - Confirmed Project Charter and established bi-weekly status reporting structure
 - Project Schedule/Gantt Chart
- **Phase Two: Environmental Scan**
 - Documentation review that provides insight into the County and Member Municipalities' organization environment, financials, and services delivered
 - Stakeholder engagement (5 interviews with each Member Municipality and 10 interviews with the County (including the Mayors))
 - Benchmarking against 5 comparator municipalities for the County, Centre Wellington and rural Member Municipalities
 - Kick off presentation to each municipal council (applicable County Council representative for each Member Municipality are welcome)
 - Current State Summary (interviews/focus groups' findings and recommendations)
- **Phase Three: Current Service Delivery Model Review**
 - Service Profiles for all County and Member Municipality services
 - Individual meetings with the Member Municipalities to confirm service profile data
 - Interim Report and presentation to Steering Committee and Member Municipalities
- **Phase Four: Opportunity Identification**
 - Three half day working sessions with the Steering Committee to identify, rank and confirm opportunities
 - Potential opportunities to achieve the most structurally and operationally effective service delivery model
 - Draft recommendations on changes to services, programs, resources, and responsibilities, including whether specific services should be expanded, reduced, discontinued or delivered in an alternative manner
 - Draft recommendations on the prioritization of services
 - Quantification of financial implications of identified opportunities

Scope & Deliverables (continued)

- **Phase Five: Final Report & Presentation**

- Finalized service profiles inventorying current services and delivery approaches
- Identification of key issues with property-centric services
- Specific recommendations with regard to changes in services, programs, resources, and responsibilities, including whether specific services should be expanded, reduced, discontinued or delivered in an alternate manner
- Quantification of financial implications of identified opportunities
- Identification of impacts for operations and service delivery resulting from recommendations, including clearly defined service levels
- Identification of recommended next steps
- Electronic versions of all project documents.

Project Charter Project Phases

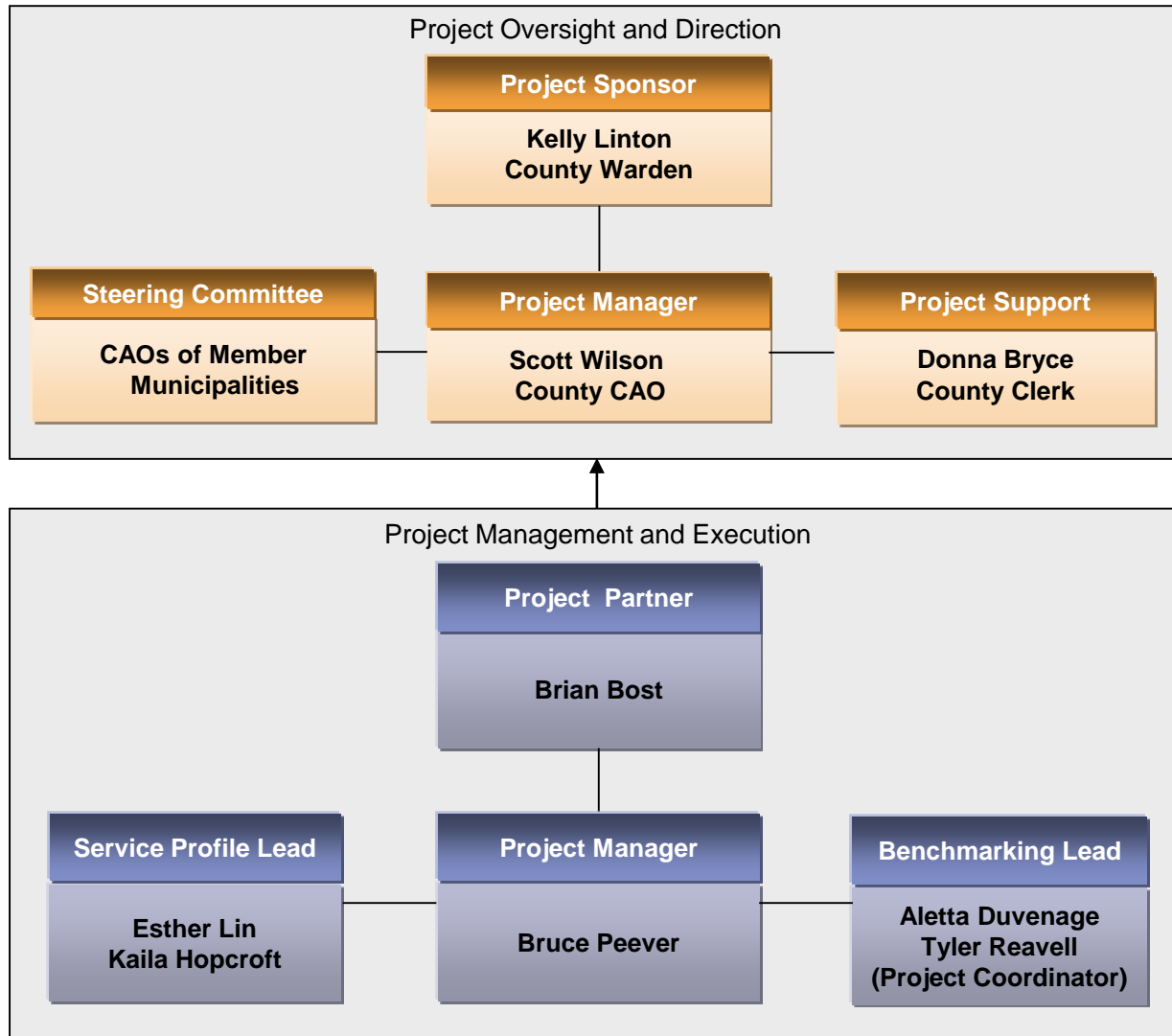


Project Schedule

Phase	Key Tasks and Deliverables	Weeks	July					August					September				October				November				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
	Overall budget and schedule management																								
	Regular meetings with Project Sponsor and Project Manager																								
1	Project Initiation																								
	Project kick-off meeting with Project Sponsor/Manager																								
	Project kick-off meeting with Project Management Team																								
	Develop Project Charter																								
	Develop Engagement Plans - Public & Stakeholders																								
2	Environmental Scan																								
	Documentation Review																								
	Stakeholder Engagement - Council Meetings																								
	Stakeholder Engagement - Municipal Interviews																								
	Benchmarking & Leading Practice Review																								
3	Current Service Delivery Model Review																								
	Service Profile Development																								
	Service Profile Validation																								
	Presentation of Interim Report to Steering Committee																								
	Reporting of Interim Report to Municipalities																								
3	Opportunity Identification																								
	Opportunity Identification Workshop																								
	Opportunity Ranking & Prioritizing Workshop																								
	Opportunity Categorizing & Confirmation																								
	Validation of Opportunities with Steering Committee																								
	Reporting of Opportunities to Municipalities																								
4	Final Report & Presentation																								
	Develop Draft Final Report																								
	Working Session to Review Final Report																								
	Incorporate Feedback																								
	Present Final Report to Councils																								

Dates of Project Meetings

Project Meetings	Date	Participants
Project Kick Off Meeting with Project Team	July 12	Steering Committee
Interviews	July and August – Target complete by August 30	Mayors, CAOs, Senior Management Team, and staff
Present Interim Report	September 16, 9:00 AM	Steering Committee
Present Interim Report	September 26	Council
Working Session to Identify & Rank Opportunities	October 7 9:00 AM	Steering Committee plus representatives of Member Municipalities
Working Session to Review & Prioritize Opportunities	October 22 Full Day	Steering Committee plus representatives of Member Municipalities
Working Session to Confirm Recommendations	October 28, 9:00 AM	Steering Committee plus representatives of Member Municipalities
Final Report Delivery	November 18, 9:00 AM	Steering Committee
Final Report Presentation	November 28	Council



Service Review

Project Management

Steering Committee

- The Steering Committee is the key body within the governance structure that is responsible for guiding and monitoring the project on behalf of the County and its Member Municipalities.

Project Sponsor

- The Project Sponsor is the champion for the project and ensures the objectives and priorities of the County and its Member Municipalities are achieved at the conclusion of the project.

Project Manager (PM)

- The Project Manager is the individual with overall accountability for the project and provides the necessary leadership to achieve the project's goals. The PM ensures that the project stays on budget and schedule and that the consultant has the necessary information and support to complete the analysis and provide recommendations. All project communications are processed through the PM.

Project Support

- The Project Coordinator is an individual responsible for the day-to-day organization of the project reporting to the Project Manager.

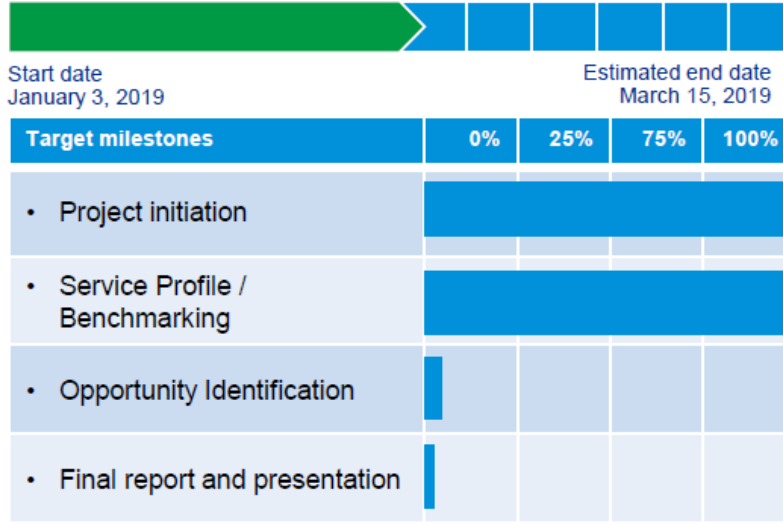
Status Reporting

- The KPMG project team will submit to the project manager a brief status report, based on the format presented in the following slide, on a bi-weekly basis.
- The status report may be followed up with a brief phone call should there be any risks or issues that need to be addressed.

Status Reporting - Sample for Illustrative Purposes

Overall status - 02/01/2019

Timeline



Start date
January 3, 2019

Estimated end date
March 15, 2019

Project status

Overall **G** Schedule **G** Budget **G** Scope **G**

Legend: **G** On schedule **Y** Issues present but planning is underway to mitigate them **R** Issues present which require immediate action to address them

Current week's accomplishments

- Presented draft Interim Report to Corporate Leadership Team on Feb 1, 2019, which includes Service Profile service level assessment, and benchmarking analysis of comparator municipalities.

Next steps / action items

- Initiate Phase 3 of Opportunity Identification –
 - Opportunity brainstorming session (Feb 7);
 - Opportunity criteria rating (Feb 11); and
 - Opportunity grouping and prioritization (Feb 21)
- Refine Interim Report data with any additional comments or data input from Corporate Leadership Team for final reporting.
- Prepare draft final report.

Outstanding issues and risks

- None

Deliverable Acceptance Process

- Deliverables presented in a scheduled and collaborative process
- KPMG team submits key draft deliverables to Project Manager for Client review
- Project Manager works with the Steering Committee / Project Team and other relevant stakeholders to consolidate feedback and suggestions and forwards them to KPMG project team
- Feedback to be provided within a period of 5 business days
- KPMG team incorporates feedback and resubmits to Project Manager
- Project Manager, working with the Steering Committee / Project Team, approves revised deliverables and signs off on them
- Upon the sign-off, deliverables are considered “final”

Service Review
KPMG Project Team

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Partner

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Director

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Communiqué



From the desk of:

Aug 2019 # 070

Fire Chief.

1. **THANK YOU.** As you are aware, I suffered a massive heart attack on June 22nd, 2019. The quick actions by paramedics and the staff at the Louise Marshall as well as St Mary's hospital saved my life. I would not be here today without their true professionalism, expertise and the genuine care provided. WOW! AMAZING PEOPLE!!

Thanks for all the phone messages, texts, emails, cards, visits and of course the gift baskets. I truly appreciated your kindness.

I also wish to acknowledge **CAO Mike Givens.** Our boss Mike was there for me and my family every step of the way through this very difficult and challenging time. We are so fortunate to have him as our CAO. He has been so positive and reassuring! THANKS Mike! You are the BEST!!!

2. **Smoke/Co Alarms.** As you are aware we have a zero tolerance policy with respect to anyone tampering with or removing a Smoke/Co alarm. Should any firefighter encounter a dwelling without an installed working Smoke/Co alarm the FPO shall be notified immediately. Violations could cost the tenant \$360 to a \$100,000 fine. This policy is in place for public safety as well as your safety!

FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to June 21 for the years 2018 and 2019				
	<i>2018</i>		<i>2019</i>	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except Federal and First Nations properties) from January 1 to May 1.	47	55	33	34
Fatal fires on Federal or First Nations properties from January 1 to May 1.	0	0	1	5
Total	47	55	34	39

NO UPDATE AVAILABLE FROM OFM



Communiqué



August Fire Report 2019

ARTHUR STATION:

The Arthur Station responded to 14 calls for assistance during the month.

Practice/ Meetings:

Aug 13, 2019 (15) members were present

Aug 27, 2019 (19) members were present

MOUNT FOREST STATION:

The Mount Forest Station responded to 17 calls for assistance during the month.

Practice/ Meetings:

Aug 13, 2019 (12) members were present

Aug 20, 2019 (14) members were present

Respectfully submitted page 2 and 3

Bill Hieber



Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	4	Town (2)	5	Town (2)
		Township (1)		Southgate (1)
		Mapleton (1)		Township (2)
Vehicle Fire	1	Mapleton (1)		
Elevator Rescue			1	Town (1)
Illegal Burn	1	Township (1)		
Motor Vehicle Collision	1	Township (1)	5	Town (2)
				Southgate (1)
				West Grey (2)
Fire Alarm	4	Town (4)	1	Town (1)
C/O Smoke			1	Town (1)
Grass Fire			2	Township (1)
				Southgate (1)
Assist Arthur			1	Town(1)
Assist Other	1	Investigation (1)	1	O.P.P (1)
Hydro Lines Down	1	Township 1		
Structure Fire	1	Town (1)		



Communiqué



Fire Prevention/Public Education

FIRE SAFETY PRESENTATIONS

Camp Day Arthur
Camp Day Mount Forest
Southgate Camp Fincayra

FIRE SAFETY INSPECTIONS

273 Main St. S. M.F. follow up
391 Main St. S. M.F.
271 King St. W. M.F.
255 Queen St. W. M.F.
291 Queen St. W. M.F.

FIRE INVESTIGATIONS

FIRE SAFETY COMPLAINT INSPECTIONS

9511 MAAS Park

FIRE SAFETY PLAN REVIEWS

125 Fergus St. M.F.
333 Domville St. A.V.
500 Domville St. A.V.
164 Fergus St. M.F.
351 Jeremys Crescent M.F.
632 Main St. N. M.F.
630 Main St. N. M.F.

VULNERABLE OCCUPANCY FIRE DRILLS

BURN PERMIT SITE INSPECTIONS

8451 County Road 15

BURN COMPLAINTS

9511 MAAS Park

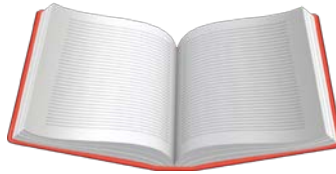


Communiqué



“TEST YOURS *TODAY*”

“*SAVING LIVES THROUGH EDUCATION*”



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

Next Communiqué will be October 2019



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of September 23, 2019
From: Darren Jones, Chief Building Official
Subject: CBO 2019-15 Building Permit Review Period Ending August 31st, 2019

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2019-15 being the Building Permit Review for the period ending August 31st, 2019.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2018-15 Building Permit Review Period Ending August 31st, 2018
2. CBO 2019-14 Building Permit Review Period Ending July 31st, 2019

BACKGROUND

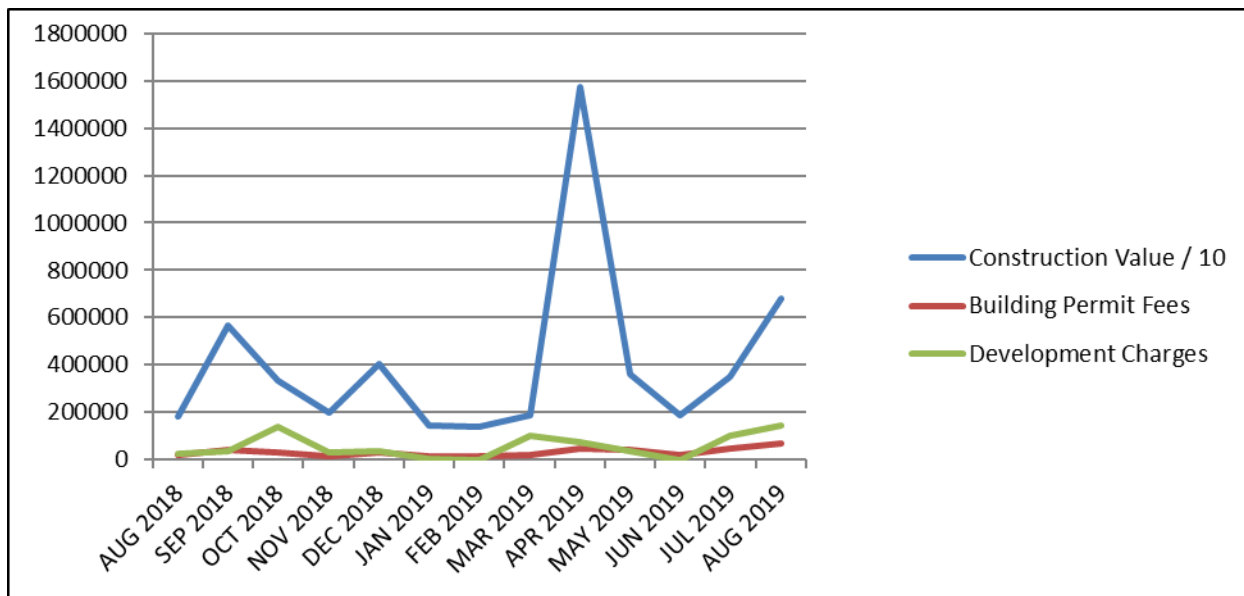
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	1	550,000.00	3,000.00	7,101.00
Multi Family Dwelling	4	3,600,000.00	33,000.00	136,129.50
Additions / Renovations	5	172,000.00	2,052.00	0.00
Garages / Sheds	7	325,000.00	4,334.40	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00

Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	1	300,000.00	2,769.00	1,881.75
Institutional	2	801,500.00	10,939.50	0.00
Agricultural	8	1,032,500.00	8,576.05	0.00
Sewage System	3	38,000.00	1,560.00	0.00
Demolition	0	0.00	0.00	0.00

Total August 2019	31	6,819,000.00	66,230.95	145,112.25
Total Year to Date	158	36,267,150.00	269,537.92	458,728.34

12 Month Average	19	4,276,170.83	32,410.14	58,231.35
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10 Year Monthly Average	25	2,941,216.30	30,699.76	60,004.58
10 Year, Year to Date Average	164	19,937,182.70	187,116.22	339,613.47

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

9/16/19

Township of Wellington North
CHEQUE DISTRIBUTION REPORT
Payables Management

Cheque Number 74298		to 74442	
Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74298	9/05/19	Abell Pest Control Inc	\$316.88
74299	9/05/19	Acapulco Pools Limited	\$607.19
74300	9/05/19	Agrisan SC Pharma	\$6,077.44
74301	9/05/19	ALS Canada Ltd.	\$805.69
74302	9/05/19	Arthur Chrysler Dodge Jeep Lim	\$81.08
74303	9/05/19	Arthur Home Hardware Building	\$457.30
74304	9/05/19	Artic Clear 1993 Inc.	\$45.60
74305	9/05/19		\$40.00
74306	9/05/19	Barclay Wholesale	\$255.38
74307	9/05/19	B M Ross and Associates	\$18,195.11
74308	9/05/19		\$115.00
74309	9/05/19	Broadline Equipment Rental Ltd	\$2,101.80
74310	9/05/19		\$205.00
74311	9/05/19	Canada's Finest Coffee	\$84.90
74312	9/05/19	Chalmers Fuels Inc	\$255.67
74313	9/05/19	Cimco Refrigeration	\$542.76
74314	9/05/19		\$30.00
74315	9/05/19	County of Wellington	\$113.00
74316	9/05/19	Da-Lee Dust Control	\$7,241.55
74317	9/05/19	Decker's Tire Service	\$209.05
74318	9/05/19	Duncan, Linton LLP, Lawyers	\$1,608.58
74319	9/05/19	E.C. King Contracting	\$3,312.61
74320	9/05/19	E Cox Sanitation	\$926.83
74321	9/05/19	Excel Business Systems	\$347.85
74322	9/05/19		\$93.00
74323	9/05/19		\$532.50
74324	9/05/19	Horrigan Overhead Doors 2019	\$90.40
74325	9/05/19		\$41.00
74326	9/05/19	Ideal Supply Inc.	\$217.39
74327	9/05/19	Infrastructure Health & Safety	\$683.65
74328	9/05/19	J J McLellan & Son	\$1,160.65
74329	9/05/19	JOB-INC Electric	\$1,163.90
74330	9/05/19	Kronos Canadian Systems Inc.	\$3,000.60
74331	9/05/19	Maple Lane Farm Service Inc.	\$65.80
74332	9/05/19	Marcc Apparel Company	\$158.20
74333	9/05/19	Marquardt Farm Drainage Ltd	\$1,448.25
74334	9/05/19		\$25.00
74335	9/05/19		\$80.00
74336	9/05/19		\$1,900.00

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74337	9/05/19		\$41.00
74338	9/05/19		\$1,900.00
74339	9/05/19	MOLOK NORTH AMERICA LTD	\$378.01
74340	9/05/19		\$1,809.74
74341	9/05/19	Murray Group Limited	\$374.75
74342	9/05/19	Openspace Solutions Inc.	\$215,647.72
74343	9/05/19	PepsiCo Beverages Canada	\$261.66
74344	9/05/19	Print One	\$13.56
74345	9/05/19	Purolator Inc.	\$29.88
74346	9/05/19		\$25.00
74347	9/05/19	Reeves Construction Ltd	\$113,989.91
74348	9/05/19	Resurfcie Corporation	\$5,926.85
74349	9/05/19	ROBERTS FARM EQUIPMENT	\$186.39
74350	9/05/19	Robertson Landscaping	\$2,649.85
74351	9/05/19	Royal Bank Visa	\$3,589.53
74352	9/05/19	Rural Routes Pest Control Inc.	\$79.10
74353	9/05/19	Sanigear	\$339.79
74354	9/05/19	Saugeen Community Radio Inc.	\$809.08
74355	9/05/19	Stephen Hale	\$1,243.00
74356	9/05/19	Suncor Energy Inc.	\$1,102.55
74357	9/05/19	T&T Power Group	\$1,853.73
74358	9/05/19	Technical Standards & Safety A	\$448.61
74359	9/05/19	Teviotdale Truck Service & Rep	\$196.32
74360	9/05/19	Tri-Mech Inc.	\$221.88
74361	9/05/19	Triton Engineering Services	\$23,606.02
74362	9/05/19	Twp of Wellington North	\$286.04
74363	9/05/19	Union Gas	\$2,615.12
74364	9/05/19		\$2,366.25
74365	9/05/19	Wellington Advertiser	\$124.30
74366	9/05/19	Wightman Telecom Ltd.	\$149.35
74367	9/05/19	Yake Electric Ltd	\$204.30
74368	9/05/19	Young's Home Hardware Bldg Cen	\$176.13
74369	9/06/19	County of Wellington	\$12,517.75
74370	9/06/19	Canadian Union of Public Emplo	\$2,239.12
74371	9/06/19	Fundex Investments Inc. In Tru	\$1,104.30
74372	9/06/19	Ont Mun Employee Retirement	\$58,672.40
74373	9/06/19	TD Wealth	\$1,104.30
74374	9/06/19	Upper Grand Dist School Board	\$1,567.00
74375	9/06/19	Wellington Catholic Dist Sch B	\$317.00
74376	9/06/19	Workplace Safety & Ins Board	\$13,512.68
74377	9/30/19	Conseil scolaire catholique Mo	\$3,466.50
74378	9/30/19	County of Wellington	\$2,403,935.04
74379	9/30/19	Conseil scolaire Viamonde	\$3,673.25
74380	9/30/19	Upper Grand Dist School Board	\$758,219.25
74381	9/30/19	Wellington Catholic Dist Sch B	\$143,335.75
74382	9/13/19	ALS Canada Ltd.	\$1,162.21

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74383	9/13/19	Arthur Greenhouses	\$1,500.00
74384	9/13/19	Arthur Home Hardware Building	\$266.54
74385	9/13/19	Barclay Wholesale	\$540.20
74386	9/13/19	Bell Canada3	\$813.53
74387	9/13/19	Bell Mobility	\$1,449.78
74388	9/13/19	Bluewater Fire & Security	\$101.70
74389	9/13/19	Broadline Equipment Rental Ltd	\$566.13
74390	9/13/19	Canada's Finest Coffee	\$30.90
74391	9/13/19	CARQUEST Arthur Inc.	\$113.66
74392	9/13/19	Cedar Signs	\$1,894.32
74393	9/13/19		\$195.10
74394	9/13/19	Compair Canada	\$930.61
74395	9/13/19	Corporate Express	\$198.88
74396	9/13/19	Cotton's Auto Care Centre	\$271.09
74397	9/13/19	Cudney Steve	\$150.00
74398	9/13/19		\$1,900.00
74399	9/13/19	E Cox Sanitation	\$144.58
74400	9/13/19	Electrical Safety Authority	\$346.91
74401	9/13/19		\$275.00
74402	9/13/19	FOSTER SERVICES/822498 ONT INC	\$4,956.36
74403	9/13/19	FOXTON FUELS LIMITED	\$659.46
74404	9/13/19	Frey Communications	\$107.34
74405	9/13/19	Grand River Conservation Auth	\$16,717.00
74406	9/13/19	Hapfield Developments	\$2,500.00
74407	9/13/19		\$384.06
74408	9/13/19	HETEK Solutions Inc.	\$412.45
74409	9/13/19	Hydro One Networks Inc.	\$822.07
74410	9/13/19	Ideal Supply Inc.	\$53.07
74411	9/13/19	Jim's Auto Service	\$2,129.86
74412	9/13/19		\$64.00
74413	9/13/19		\$420.00
74414	9/13/19	Marcc Apparel Company	\$5,012.69
74415	9/13/19		\$1,900.00
74416	9/13/19	Martins TLC	\$135.60
74417	9/13/19	Michelin North America (Canada	\$5,685.12
74418	9/13/19	Moorefield Excavating Limited	\$171,537.23
74419	9/13/19		\$300.00
74420	9/13/19	North Wellington Co-op Service	\$58.72
74421	9/13/19	Officer's Auto Care Inc.	\$1,083.12
74422	9/13/19	Ontario One Call	\$137.75
74423	9/13/19	Ont Clean Water Agency	\$8,037.34
74424	9/13/19	PETRO-CANADA	\$3,960.36
74425	9/13/19	Purolator Inc.	\$10.78
74426	9/13/19	REALTAX Inc.	\$435.05
74427	9/13/19		\$300.00
74428	9/13/19	ROBERTS FARM EQUIPMENT	\$2,173.47

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74429	9/13/19	Rochester Midland Canada Corpo	\$1,190.89
74430	9/13/19	Royal Bank Visa	\$353.62
74431	9/13/19	SAAM CUSTOM MACHINE	\$830.55
74432	9/13/19	SGS Canada Inc.	\$1,813.65
74433	9/13/19	Silver Fox Distillery Inc.	\$2,460.00
74434	9/13/19		\$624.49
74435	9/13/19	Sterling Backcheck	\$124.87
74436	9/13/19	Saugeen Valley Conservation	\$113.00
74437	9/13/19	T&T Power Group	\$1,090.20
74438	9/13/19	Tom Shupe Plumbing & Heating	\$491.55
74439	9/13/19	Turriss Sites Development Corp.	\$63.55
74440	9/13/19		\$300.00
74441	9/13/19		\$20.09
74442	9/13/19	Wellington North Power	\$254,319.12
		TOTAL:	\$4,347,585.99



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council
Meeting of September 23, 2019

From: Adam McNabb, Director of Finance

Subject: Report TR2019-014 Being an Update on the Sublease Tenancy occupying 110 Charles St. Arthur

RECOMMENDATION

THAT Council receive for information Report TR2019-014 being an Update on the Sublease Tenancy occupying 110 Charles St. Arthur;

AND THAT the Mayor and the Chief Administrative Officer are hereby authorized and directed to take such action and authorize such documents necessary or advisable.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

By-Law 26-08 – Authorization of execution of an agreement between the Corporation of the County of Wellington and the Corporation of the Township of Wellington North (Facility for Health Services – Arthur)

BACKGROUND

On April 1, 2008, the Township had entered a 20-year lease (November 1, 2008 – October 31, 2028) with the County of Wellington for 4,600 sq. ft of space at the facility for health services located at 110 Charles St. in Arthur.

The Lease entered into allows for the assignment and subletting to tenants engaged in the health services profession, and at the time of head-lease execution (and shortly thereafter) had entered into sublease agreements with two tenants to occupy the space.

Over time, there have been minor changes to tenancy and additional occupants added at this facility. The most recent tenants have entered into 5-year lease agreements with the township dated January 1st, 2019 ending December 31st, 2023 and include the following:

- Mount Forest Family Health Team (MFFHT)
- Impact Physiotherapy and Performance
- Thomas Landoni Medical Professional Corp.
- Upper Grand Family Health Team

Since entering the January 1, 2019 leases identified above, there have been several requested changes which the Township intends to entertain which, while they do not introduce material change for the Township, are being brought forward for Council information / edification:

- 1) Impact Physiotherapy and Performance– increasing dedicated leased space (taken over from MFFHT below)
- 2) Mount Forest Outreach Team (Mount Forest Family Health Team) - reducing dedicated leased space (Space now allocated to Impact Physiotherapy and Performance above)
- 3) Terminating lease with Landoni Medical Professional Corp. in its entirety and entry into a new lease (remaining term, identical space) with a newly formed entity (Arthur Family Practice Associates) comprised of Dr. Landoni, & a new physician Dr. Paul Jones.

FINANCIAL CONSIDERATIONS

Not applicable – net expense / revenues remain unchanged.

ATTACHMENTS

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Adam McNabb, Director of Finance	<i>Adam McNabb</i>
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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 September 23, 2019

From: Matthew Aston, Director of Operations

Subject: OPS 2019-016 being a report on Landfill Leachate Treatment

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-016 being a report on Landfill Leachate Treatment;

AND FURTHER THAT Council agree, in principle, with the Township's Mount Forest Wastewater Treatment Plant (WWTP) receiving and treating landfill leachate originating from the County's Riverstown Landfill;

AND FURTHER THAT Council direct staff to conduct a detailed feasibility assessment of the Mount Forest WWTP receiving and treating landfill leachate from the County's Riverstown Landfill, in partnership with Wellington County and at zero cost to the Township's water-sewer rate payers;

AND FURTHER THAT Council direct staff to enter an agreement with Wellington County for a detailed engineered feasibility assessment;

AND FURTHER THAT Council direct staff to participate, on behave of the Township, in the engineered feasibility assessment;

AND FURTHER THAT Council direct staff to bring a report on the results of the engineered feasibility assessment back to a future meeting of Council.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

Township of Wellington North (Township) has recently been approached by Wellington County (WC), owner and operator of the Riverstown Landfill on Sideroad 5W, to give consideration to landfill leachate being received and treated at the Mount Forest Wastewater Treatment Plant (WWTP).

WC is working through the approval and construction of phase two of the landfill which will provide a disposal location for solid waste generated within WC. A critical component of the

new phase will be an engineered leachate collection system that will capture liquid waste for treatment ensuring it will not infiltrate into the surrounding environment. One of the options available for treatment of this liquid waste are Municipal WWTPs like the Mount Forest WWTP.

Township staff have consulted with BM Ross and Associates (BM Ross) about the proposal for the purpose of BM Ross providing an engineering opinion for Council's consideration. Township staff have also consulted with Ontario Clean Water Agency (OCWA) about their experience.

A key consideration of any decision to move forward with the proposed treatment of leachate will be to ensure operations at the Mount Forest WWTP remain compliant with MECP requirements and the impact (or reduction) in sewage treatment available for future development. BM Ross has tried to summarize this for Council within their letter, mainly:

1. The probable leachate information provided by WC would equate to 17 to 66 units of sewage allocation for development, i.e. 17 to 66 residential homes; and
2. The additional ammonia loading received from landfill leachate will need to be a priority consideration of a further detailed engineering assessment of the proposal's feasibility.

As a prudent next step in this process, Township staff thought the proposal of treating landfill leachate at the Mount Forest WWTP should be brought to Council for their approval, in principle, which would allow WC and Township staff to investigate in detail how the proposal could impact WWTP operations and what, if any, capital upgrades would be required within the treatment process in order to accommodate the addition of this waste liquid.

FINANCIAL CONSIDERATIONS

Township has spent approximately \$2,500 for BM Ross to provide the opinion letter attached as Appendix A. The recommended resolution would direct Township staff to pursue WC paying for any future costs associated with this proposal, however, it should be noted the assessment of this proposal will require Township staff time to work with WC.

ATTACHMENTS

Letter from BM Ross and Associates dated September 10, 2019.

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

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

**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. 90168

September 10, 2019

BY EMAIL ONLY**Matthew Aston, Director of Operations**

Township of Wellington North

7490 Sideroad 7 West

PO Box 125, Kenilworth, ON

N0G 2E0

**RE: Riverstown Landfill Phase II
Leachate discharge to the Mount Forest WWTP for co-treatment**

The County of Wellington has approached the Township of Wellington North asking for the Township's general support of the County's concept for the long-term discharge of Riverstown Landfill Phase II leachate to the Mount Forest Waste Water Treatment Plant (WWTP), for its co-treatment and discharge. The Riverstown Landfill only accepts "municipal solid non-hazardous waste." Leachate is defined in the Ministry of the Environment, Conservation and Parks (MECP) guidance manual as "water or other liquid that has been contaminated by dissolved or suspended particles due to contact with solid waste." In comparison to typical municipal sanitary sewage, municipal leachate is high in organic content, has higher metals concentrations, and contains other trace chemicals. Municipal landfill leachate characteristics and rates of production do vary to a certain degree from site to site, and it is dependent on the activity and age of the landfill, but in general municipal landfill leachate is known to be accepted and co-treated successfully at municipal WWTPs where the leachate contribution is only a small percentage of the total municipal WWTP flow rate.

Phase II of the Riverstown Landfill development will utilize an engineered liner system for the collection of leachate. That leachate needs to be properly managed and treated prior to discharge to the environment. It is our understanding MECP is supportive of the County's concept for leachate management and co-treatment at a municipal WWTP.

The purpose of this letter is limited to providing the Township with our initial opinion on the general feasibility of the County's concept for discharging Riverstown Landfill Phase II leachate to the Mount Forest WWTP, subject to future detailed evaluations, design and approvals. In our opinion, a key consideration related to the treatability of municipal landfill leachate at a municipal WWTP is the percentage contribution to the overall WWTP flow rate. If the percentage is low, it can be expected that the higher strength wastewater (leachate) can be assimilated by the existing plant treatment processes.

The current approved Mount Forest WWTP capacity is 2,818 m³/day. The current 3-year average annual WWTP daily flow rate is 2,117 m³/day (the 3-year June average is 1,788 m³/day, which is the base month used for SNC-Lavalin's evaluation). It is our understanding the WWTP has easily met its treatment objectives and effluent water quality compliance requirements.

We have reviewed preliminary leachate flow rates established by the County, as summarized in a SNC-Lavalin's November 5, 2018, letter. It is our opinion the assumptions used are reasonable so long as there is some capability at the landfill site for the temporary storage of peak leachate generation rates. SNC-Lavalin estimates the average peak monthly flow rate (June) will initially be 46 m³/day (Landfill Phase II, Stage 1 active), in the future it will be 76 m³/day (Landfill Phase II, Stages 1-3 closed; Landfill Phase II, Stage 4 active), and in the long-term it will be 16 to 40 m³/day (after the landfill site is closed). This is equivalent to 2.6%, 4.3% and 0.9-2.2% of the current June average WWTP flow rate, respectively. However, given future landfill operations are many years away, the percentage contribution of future leachate flows to WWTP flows can be expected to be less and may occur when the WWTP is closer to its approved capacity (i.e. 1.6%, 2.7% and 0.6-1.4% of the WWTP annual average day approved capacity, respectively). It is our opinion the estimated leachate flow contribution is a small enough percentage of the total WWTP flow rate that successful co-treatment can reasonably be expected.

From a hydraulic WWTP capacity standpoint, the projected leachate volumes are estimated to require the following equivalent residential sewage allocations based on an estimate of the annual peak leachate generation volume during various stages of landfill Phase II operations:

- Initially, when Landfill Phase II, Stage 1 waste disposal cell first begins to be used: up to 41 units
- Future peak leachate generation, when Landfill Phase II, Stages 1-3 are closed and when Stage 4 waste disposal cell first begins to be used: up to 66 units
- Long-term, once all four Landfill Phase II Stages are closed: 17-34 units.

From a WWTP treatment loading perspective, the following table provides a very preliminary evaluation based on a number of gross assumptions, information provided by SNC-Lavalin, and using annual averages:

Parameter	2016-2019 MF WWTP Annual Average Loading (kg/d) ⁽¹⁾	Anticipated Loading from Leachate (kg/d) ⁽²⁾	Total Anticipated Loading (kg/d)	MF WWTP Design Loading (kg/d) ⁽³⁾
BOD ₅	272.1	6.5	278.6	563.6
Total Suspended Solids (TSS)	263.2	8.2 ⁽⁴⁾	271.4	704.5
Total Kjeldahl nitrogen (TKN)	56.8	25.9	82.7	84.5
Total Phosphorus (TP)	6.6	<0.01	6.6	19.7

Notes:

(1) Calculated based on information provided in OCWA's annual reports and using the Rated Capacity of the MF WWTP less the highest predicted annual average leachate flow rate of 62m³/d.

- (2) Calculated based on SNC-Lavalin's Nov. 5/18 letter for a medium strength leachate at the highest predicted annual average leachate flow rate of 62m³/d.
- (3) Calculated based on the Mount Forest Water Pollution Control Plant Design Report, January 2007, and using the Rated Capacity of the Plant.
- (4) SNC-Lavalin did not provide information on anticipated TSS concentration; assume 1.25 higher value than BODs.

This very preliminary evaluation indicates the MF WWTP could be expected to co-treat the landfill leachate within its original design criteria for most parameters, except that a more careful evaluation is required of the TKN loading contributions from the leachate (TKN = Organic-N + Ammonia/ammonium-N). It is noted that the County has committed to an organics separation and management program which is expected to reduce the leachate organics strength and calculated loading.

There are a number of matters that would need to be carefully considered as part of future detailed feasibility evaluations, including odours, corrosivity, impacts to WWTP treatment processes, and impact to sludge quality to ensure land disposal criteria will continue to be met. Some leachate equalization storage may be desired for operational control. However, given the anticipated flow rates are low relative to the overall municipal sewage flows, potential issues associated with co-treatment of municipal landfill leachate are anticipated to be manageable.

There are a number of other details that would need to be considered, such as impacts to the collection system at and downstream of the point of receiving the leachate (e.g. Main SPS on North Water Street; other?), contingencies (e.g. odour control), and interim works (e.g. tanker deliveries to the septage receiving area of the WWTP), if applicable. If the Township is supportive of accepting landfill leachate for co-treatment, then a detailed feasibility evaluation should be completed next. An Agreement will need to be established with the County, including for relevant capital and annual O&M expenditures.

In summary, based on preliminary information provided to us by the County, it is our opinion that Riverstown Landfill Phase II leachate can be expected to be successfully managed and co-treated at the Mount Forest WWTP at the proposed flow rates, subject to future detailed evaluations that include a careful review and resolution of predicted TKN loadings, and subject to Township support. MECP approvals will be required to amend the Mount Forest WWTP ECA before it can accept the landfill leachate, inclusive of any associated new works and additional monitoring/record keeping requirements.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



Frank Vanderloo, P. Eng.

FCV:fcv

c.c. Das Soligo, Manager of Solid Waste Services, County of Wellington



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of September 9, 2019

From: Matthew Aston, Director of Operations

Subject: OPS 2019-017 being a report on the award of the Township's 2019 tractor tender

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-017 being a report on the award of the Township's 2019 tractor tender;

AND FURTHER THAT Council direct staff to fund the difference between the \$55,000 budget and the \$63,927 plus applicable taxes from the Capital Equipment Reserve Fund;

AND FURTHER THAT Council award the Township's 2019 tractor tender to Premier Equipment at a tender price of \$63,927 plus applicable taxes.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

2019 Budget

BACKGROUND

Township issued a tender for a replacement tractor within the Transportation Services division of the Operations Department in August 2019.

The tender closed September 6, 2019. The Township received only one bid as summarized below excluding HST:

Premier Equipment	\$63,927 plus applicable taxes
-------------------	--------------------------------

The bids were opened by in a public forum by the Director of Finance, Director of Operations and Roads Superintendent. All submissions were checked for arithmetic accuracy and consistency with the tender document requirements. Based upon the bid results, it is recommended that RFT 2019-015 be awarded to Premier Equipment in the amount of \$63,927 plus applicable taxes.

Township staff intend to take the existing tractor to auction for re-sale, or salvage value, which was estimated at \$10,000 during the 2019 budget. Any increase or decrease in the actual salvage value received will be considered as part of this project.

This tractor is used for the following operations: sidewalk snow clearing and salting, lawn cutting and various activities at the Mount Forest cemetery.

FINANCIAL CONSIDERATIONS

Project	Budget	Tender Price (excluding tax)
Roads Tractor	\$55,000	\$63,927

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:	Matthew Aston, Director of Operations
Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>



Staff Report

To: Mayor and Members of Council Meeting of September 23, 2019

From: Matthew Aston, Director of Operations

Subject: OPS 2019-018 being a report on the addition of no parking provisions on a portion of North Water Street

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-018 being a report on the addition of no parking provisions on a portion of North Water Street;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to amend By-law 5000-05.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

North Wellington Health Care has recently approached the Township about updating the County parking by-law to create a no parking zone on North Water Street between Arthur Street and the easterly boundary of 525 Martin Street (former road allowance of Dublin Street). This would ensure no street parking on the portion of North Water Street immediately adjacent the helicopter landing pad.

FINANCIAL CONSIDERATIONS

The cost of the additional signage and the staff time required to install it would be nominal and could be accommodated within the existing operating budget.

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: Matthew Aston, Director of Operations

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



Staff Report

To: Mayor and Members of Council Meeting of September 23, 2019
From: Adam McNabb, Director of Finance
Mandy Jones, Community Recreation Coordinator
Subject: RAC 2019-016 Recreation Software

RECOMMENDATION

THAT the Council of the Township of Wellington North receive for information Report RAC 2019-016 being a report on Recreation software;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law to enter into a five (5) year contract with PerfectMind.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

n/a

BACKGROUND

The Township of Wellington North has been using the Class Software System (Class) for Recreation facilities and program bookings since amalgamation in 1999. On November 30th, 2017, Class reached its end-of-life and users were notified that the software would no longer be supported through upgrades.

For the past two years, Wellington North with support from Frey Communications has been able to continue the use of Class; however, continued pressure to provide on-line booking alternatives, no upgrades or changes to the existing platform, coupled with risk of failure which would result in data loss has accelerated the need to source a replacement.

Research:

In the Fall of 2018, a team of staff members went to speak with the Township of Centre Wellington to learn about their transition from Class to the Active Network software. The staff members included: Chief Administrative Officer, Director of Finance, Recreation Services Manager and Recreation Support.

In the Summer of 2019, a team of staff members participated in software demonstrations provided by three software providers: RecDesk, BookKing and PerfectMind. The staff members included: Director of Operations, Director of Finance, Recreation Services Manager, Community Recreation Coordinator, Recreation Supervisor and Recreation Support.

In addition to the software demonstrations, staff discussed the PerfectMind system, implementation and launch with the Town of Orangeville, Town of Caledon and the Town of New Tecumseth. The Town of Orangeville also provided an in-person demonstration to the Director of Operations and the Community Recreation Coordinator in August 2019.

At the conclusion of the software demonstrations, the Project Team felt that the PerfectMind system will best suit the Township's current and future needs.

PerfectMind offers a fully integrated platform as a service (PaaS) solution, enabling the township to satisfy our software and service application needs from a single cloud-based source. The PaaS model will allow the township to grow organically without having to budget and commit to capital expenditures for hardware, software, and networking infrastructure. The system is hosted on Amazon Web Services (AWS) Canada and is Level-1 PCI compliant to keep financial data secure. In addition, PerfectMind will work with our existing financial software, eliminating the need for double entries (with some customization envisaged). One specific area of note is that PerfectMind is not a transaction-based solution, thus giving rise to a requirement to partner with a 3rd party payment processing solution (Moneris Gateway, Authorized.net, Globalpayments, etc.) to facilitate online payment acceptance as part of this project.

Project Coordination and Implementation:

PerfectMind will be responsible for the project coordination and will provide support throughout the implementation process. A dedicated Implementation Consultant will be assigned to the project who will be responsible for:

- Adherence to project scope
- Project communication
- Issue management and tracking
- Management of ongoing technical questions and required follow up actions related to the delivery of a successful software implementation
- Status reports
- Recurring project calls to provide ongoing project support
- Deliverable acceptance and sign-off

In addition to the Implementation Consultant, PerfectMind will assign appropriate staff to complete project deliverables including testing, administration, and ongoing support during recurring project meetings. These meetings will provide the Township with an opportunity to ask questions and discuss any issues they may encounter during implementation.

The Implementation Consultant will share a project tracker that includes key milestones, project status (actual vs. projected) and action items. Fifteen hours of calls are included in the Smart implementation package.

The Smart Implementation model is client-driven, so the actual project duration will vary based on the time it takes the Township of Wellington North to complete each project phase. The project is designed for clients to go live in 4 – 6 months. The Project Implementation team will consist of the Recreation Services Manager, Community Recreation Coordinator and Recreation Support.

FINANCIAL CONSIDERATIONS

The option for contracts is three or five years. At the end of the initial contract, the maximum subscription increase would be 30%. If the contract is ended early, the Township would be responsible for paying the fees associated with the residual contract term.

Subscription and Implementation pricing:

Item	Cost
Annual Subscription Fee	\$6,000
<ul style="list-style-type: none"> ▪ Account Management ▪ Membership Management ▪ Activity Registration ▪ Custom Booking and Child Care ▪ Facility Reservation ▪ Point of Sale ▪ Finance and Accounting ▪ Reporting Engine ▪ 24/7/365 Support ▪ Software Updates and Maintenance 	
One-time Smart Implementation Fee	\$6,000
<ul style="list-style-type: none"> ▪ Project Coordination and Support ▪ Recurring Project Calls (15 hours) ▪ Access to Online Project Resources ▪ Configuration ▪ Testing ▪ Training 	

On-site Services Pricing

By default, PerfectMind's Smart Implementation project is completed remotely. If the Township of Wellington North desires staff to be on-site, the travel cost for on-site services is provided in the following table.

On-site Professional Services Pricing
--

Cost of Travel (includes accommodation, transportation, food, and insurance)	\$550/day + Flight Cost
--	--

Professional Services Pricing

PerfectMind's implementation is completed as a fixed-cost project. If additional features are requested or if project scope changes, our hourly rates for professional services are detailed below:

Role	Hourly Rate
Professional Services	\$150
Project Management	\$150
Programmer/Analyst	\$250
Technical Support Analyst	\$150
Training (Post Go-Live)	\$150

The current budget for Recreation software is \$5,800.00 and resides within the existing operation budget for 2019. It is anticipated that existing operating budget for 2019 will facilitate 2019 implementation efforts, and that Budgets for 2020 and beyond will take into consideration remaining implementation costs and ongoing annual subscription fees.

PerfectMind is not a transaction-based solution and will require a partnership with a 3rd party payment processing solution (Moneris Gateway, Authorized.net, Globalpayments, etc.) to facilitate online payment acceptance.

ATTACHMENTS

n/a

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Mandy Jones, Community Recreation Coordinator	<i>Mandy Jones</i>
	Adam McNabb, Director of Finance	<i>Adam McNabb</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



Ontario

19-4093

Dear Head of Council:

Our government believes everyone deserves a place to call home. Inadequate supply and high housing costs have made housing unattainable for too many people in Ontario. We want to put affordable home ownership in reach of more Ontario families, and provide more people with the opportunity to live closer to where they work.

That is why I am pleased to provide you with an update on the [More Homes, More Choice Act, 2019](#), which was passed by the Legislature on June 6, 2019.

In Effect Date

Schedule 12 of the *More Homes, More Choice Act, 2019* makes changes to the *Planning Act*. All changes, except for those related to community benefits charges, came into force on September 3, 2019, as specified by proclamation. This includes changes to:

- Broaden the Local Planning Appeal Tribunal’s jurisdiction over major land use planning matters (i.e., official plans and zoning by-laws) and give the Tribunal the authority to make a final decision on appeals of these matters based on the best planning outcome;
- Reduce timelines for municipalities to make planning decisions;
- Remove certain “third party” appeals;
- Authorize the Minister of Municipal Affairs and Housing to mandate the use of a community planning permit system in or around specific locations to promote intensification around transit;
- Require municipalities to authorize in their official plans and zoning by-laws additional residential units in both a primary dwelling and ancillary building or structure; and
- Promote the development of affordable housing near transit by focusing the use of inclusionary zoning.

Regulations

To help implement the *Planning Act* changes, amendments to existing regulations under the Act also came into force at the same time as the related legislative provisions.

These regulations were filed on August 29, 2019 and include changes to:

- Set out transition rules for planning matters that are in process;
- Remove or update certain redundant or out-dated provisions and references;
- Remove the ability to appeal (except by the province) the implementing by-law when a municipality is required to establish a community planning permit system through a Minister’s order; and

-2-

- Clarify that the new community benefits charge by-law will not apply in areas within a municipality where a community planning permit system is in effect.

A new regulation for additional residential units (ARUs) was also filed on August 29, 2019 and helps remove certain zoning barriers to the creation of additional residential units by establishing the following requirements and standards:

- One parking space for each ARU, which may be provided through tandem parking as defined;
- Where a municipal zoning by-law requires no parking spaces for the primary residential unit, no parking space would be required for the ARUs;
- Where a municipal zoning by-law is passed that sets a parking standard lower than a standard of one parking space for each ARU, the municipal zoning by-law parking standard would prevail;
- An ARU, where permitted in a zoning by-law, may be occupied by any person regardless of whether the primary residential unit is occupied by the owner of the property; and
- An ARU, where permitted in a zoning by-law, would be permitted without regard to the date of construction of the primary or ancillary building.

Our proposal for the new and amended regulations was posted on the [Environmental Registry of Ontario](#). All comments received were carefully considered.

You can view copies of the new and amending *Planning Act* regulations on Ontario's e-Laws:

- [New Ontario Regulation 299/19](#) – “Additional Residential Units”
- [Ontario Regulation 296/19](#) – amending Ontario Regulation 174/16 “Transitional Matters - General”
- [Ontario Regulation 297/19](#) – amending Ontario Regulation 543/06 “Official Plans and Plan Amendments”
- [Ontario Regulation 298/19](#) – amending Ontario Regulation 544/06 “Plans of Subdivision”
- [Ontario Regulation 301/19](#) – amending Ontario Regulation 173/16 “Community Planning Permits”
- [Ontario Regulation 300/19](#) – amending Ontario Regulation 232/18 “Inclusionary Zoning”

If you have any questions about the changes to the *Planning Act* and related regulations, please email PlanningConsultation@ontario.ca.

Sincerely,



Steve Clark
Minister

c: Chief Administrative Officer

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

BY-LAW NUMBER 080-19

**BEING A BY-LAW TO AMEND BY-LAW 106-18 BEING A BY-LAW
TO ESTABLISH THE FEES AND CHARGES FOR VARIOUS
SERVICES PROVIDED BY THE MUNICIPALITY**

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

1. **THAT** Schedule E attached to By-law 106-18 be replaced with Schedule E attached hereto as page 2.
2. **THAT** this by-law shall come into force immediately on its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23rd DAY OF SEPTEMBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 080-19**

**SCHEDULE "E"
LICENCING AND LOTTERIES**

DESCRIPTION	FEE
Animal Control	
New Kennel Licence	\$500.00*
Renewal of Kennel License	\$250.00* *plus inspection fee charged by animal control officer
Licensing a dog	\$20.00
Replacement tag	\$10.00
Notice of Renewal Letter (2 nd and subsequent notices)	\$5.00 per Letter
Enumeration Charge	\$10.00
Impounding a Dog	\$150.00
Boarding Fees for an impounded dog / day	\$25.00
Additional Charges may apply pursuant to the Canine Control Bylaw	
Business Licensing Fees	
Food Vehicle Stand	\$100.00
Donation Box	\$100.00
Temporary Vendor	\$200.00
Administrative Penalty	\$300.00
Donation Box removal	Actual cost of labour

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

BY-LAW NUMBER 081-19

**BEING A BY-LAW TO AMEND BY-LAW 082-18 BEING A BY-LAW
TO APPOINT MEMBERS TO THE PROPERTY STANDARDS
COMMITTEE FOR THE TOWNSHIP OF WELLINGTON NORTH**

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

1. THAT the following individual be appointed to the Property Standards Committee for the Township of Wellington North for the remainder of the 2018-2022 term:

Bonny McDougall

2. **THAT** the following individual be removed from the Property Standards Committee for the Township of Wellington North for the 2018 – 2022 term:

Robert Mason

3. **THAT** the Mayor and the Clerk of the Township are hereby authorized and directed to sign the appointment by-law.

4. **THAT** this By-law shall come into effect on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23TH DAY OF SEPTEMBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 082-19

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING PT LOT 32, CONCESSION 1, DIVISION 3
NORMANBY SHOWN AS PART 1 ON 61R-10178 AND PART 1 ON
61R10813, WELLINGTON NORTH**

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

PT LOT 32, CONCESSION 1, DIVISION 3 NORMANBY SHOWN AS PART 1
ON 61R-10178 AND PART 1 ON 61R10813, WELLINGTON NORTH

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. The corporation is authorized to enter into an Agreement of Purchase and Sale agreement with Michael and Gayle Hartshorn in the form of the draft attached as Schedule "A" for the sale of the lands.
2. The Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23rd DAY OF SEPTEMBER, 2019**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")
this 9th day of September, 2019.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

Michael & Gayle Hartshorn

(the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Township Lands");

AND WHEREAS the Purchaser desires to purchase a portion of the Township Lands described in Schedule "B" (the "Property");

NOW THEREFORE IN CONSIDERATION of the mutual covenants and premises in this Agreement, the parties agree as follows:

SECTION I GENERAL

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Twenty-three Thousand, Five Hundred Dollars (\$23,500.00) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) One Thousand Dollars (\$1,000.00) is payable by the Purchaser by certified cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

SECTION II PURCHASE OF PROPERTY

3. Deed
 - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

4. Completion Date
 - (a) The closing of this transaction shall take place September 26, 2019, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
5. Council Approval
 - (a) This transaction is subject to compliance with Section 270 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Township of Wellington North in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.
6. Documents, Reports and Information
 - (a) The Vendor will produce and deliver to the Purchaser within ten (10) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. "As Is" Condition
 - (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself within ten (10) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.
8. Investigation by the Purchaser
 - (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and

subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

9. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement. In the event of such assignment, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

11. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

12. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. Insurance

- (a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

14. Deed
 - (a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.
15. Electronic Registration
 - (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.
16. Survey or Reference Plan
 - (a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registrable description of the Property.
17. Letters and Reports from Officials of the Vendor
 - (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.
18. Examination of Title
 - (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
 - (b) The Purchaser is allowed ten (10) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.
19. Vendor to Discharge all Encumbrances

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

20. Adjustments

- (a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

21. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - (i) A deed of the Property;
 - (ii) Any survey or reference plan of the Property in the possession of the Vendor;
 - (iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
 - (iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - (v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended;
 - (vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
 - (vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

22. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - (i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:

- (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
- (2) It will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
- (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.
- (4) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
- (5) A notarial true copy of its HST registration confirmation.

SECTION VI MISCELLANEOUS

23. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

24. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

25. Time of Essence

- (a) Time shall be of the essence of this Agreement.

26. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended are complied with.

27. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: Patrick J. Kraemer
45 Erb Street West
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

Solicitors for the Purchaser:

Schneider Law
ATTENTION: Harald Schneider
51 Francis Street, North,
Kitchener, ON N2H 5B4
Fax: (519) 570-3399

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

28. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

29. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
 - (i) Schedule "A" Description of The Township Lands;
 - (ii) Schedule "B" Description of the Property; and,
 - (iii) Schedule "C" Development Covenants.

30. Acceptance by Fax or Email

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

31. Counterparts

- (a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

32. Severability

- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

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

Andy Lennox
Mayor

Karren Wallace
Clerk

We have authority to bind The
Corporation of the Township of
Wellington North.

Witness

Name:

)

Michael Hartshorn

)

)

Witness

Name:

)

Gayle Hartshorn

)

)

SCHEDULE "A"
LEGAL DESCRIPTION OF THE TOWNSHIP LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

PART LOT 32, CON 1, DIV 3 NORMANBY, PT 1 61R10178 AND PT 1 61R10813; TOWNSHIP OF WELLINGTON NORTH

PIN: 71072-0108

LRO: #61

SCHEDULE "B"
LEGAL DESCRIPTION OF THE PROPERTY

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being compromised of:

PART OF PART LOT 32, CON 1, DIV 3 NORMANBY, PT 1 61R10178 AND PT 1 61R10813; TOWNSHIP OF WELLINGTON NORTH Being Part 7 on Draft Reference Plan 61R_____, (not yet registered) dated August 1, 2019 by Greg Ford, P. Eng., O.L.S., Wilson-Ford Surveying and Engineering with an approximate dimensions of 91.440M x 40.234 M and approximate area of 0.368 hectares.

TO BE SPLIT FROM PIN: 71072-0108

LRO: #61

SCHEDULE "C"
DEVELOPMENT COVENANTS

1. Title Control

- (a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of 3,450 sq. ft.. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the "Township of Wellington North"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Township of Wellington North of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Township of Wellington North's damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Township of Wellington North shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Township of Wellington North to the Owner, as well as the costs of the Township of Wellington North in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Township of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Township of Wellington North

for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Township of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Township of Wellington North Option on Vacant Portion of Land

- (a) The Township of Wellington North shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of an initial building thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building. The option shall be exercisable by the Township of Wellington North for consideration equal to the per square foot consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property, less the costs of the Township of Wellington North incurred in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North.

3. Occupation of Building

- (a) If the Owner or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Owner shall pay to the Township of Wellington North as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Owner as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Owner for the Property if the building was occupied. If any such payment is not duly remitted by the Owner, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township of Wellington North as interest is calculated and paid to the Township of Wellington North on unpaid taxes.
- (b) In the event that the Owner or the Owner's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Owner may request, in writing, that the Township of Wellington North extend the time for occupation of the building for a maximum period of 6 months, which request the Township of Wellington North shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township of Wellington North, upon written request from the Owner prior to

the expiry of any prior extensions granted by the Township of Wellington North.

4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Township of Wellington North and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Township of Wellington North or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Township of Wellington North and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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

BY-LAW NUMBER 083-19

BEING A BY-LAW TO AMEND BY-LAW NUMBER 5000-05, A BY-LAW TO REGULATE THE PARKING OR STOPPING OF VEHICLES ON HIGHWAYS, PUBLIC PARKING LOTS AND IN SOME INSTANCES, PRIVATE PROPERTY WITHIN THE TOWNSHIP OF WELLINGTON NORTH.

WHEREAS the Council of The Corporation of the Township of Wellington North deems it expedient to erect "No Parking" Signs on the north and south sides of North Water Street between Arthur Street and the easterly boundary of 525 Martin Street, former Town of Mount Forest, now in the Township of Wellington North.

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

1. **THAT Schedule "E" No Parking Zones (Mount Forest)** to By-law No. 5000-05 be amended by adding the following:

Highway	Side(s)	Between	Time
North Water Street	North and South	Arthur Street and the easterly boundary of 525 Martin Street	Anytime

2. **THAT** this by-law shall come into force and take effect, when properly worded "**No Parking**" signs have been erected.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23RD DAY OF SEPTEMBER 23, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 084-19

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
SEPTEMBER 23, 2019**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on September 23, 2019 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23RD DAY OF SEPTEMBER, 2019.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**