

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING AGENDA OF COUNCIL  
JANUARY 14, 2019 @ 2:00 P.M.  
CLOSED SESSION @ 1:15 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE  
NUMBER**

**CALLING TO ORDER** - Mayor Lennox

**ADOPTION OF THE AGENDA**

**DISCLOSURE OF PECUNIARY INTEREST**

**CLOSED MEETING SESSION (1:15 P.M)**

The meeting is closed pursuant to Section 239 of the Municipal Act, 2001, specifically

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

1. Reports

a. B.M. Ross and Associates Limited

- Development Standards for Subdivision and Site Plan approvals
- Environmental Assessment requirements and procedures
- Stormwater Management Standards
- Asset Management
- Connecting Links

2. REVIEW OF CLOSED SESSION MINUTES

a. October 9, 2018

3. RISE AND REPORT FROM CLOSED MEETING SESSION

**O ' CANADA**

**PRESENTATIONS**

Brayden Rawn

001

- Co-op Student Presentation

Randy Pettapiece, MPP, Perth-Wellington

- Update from the Province of Ontario

Coburn Insurance Brokers Ltd.

008

Representatives of Jardine Lloyd Thompson Canada Inc.

- 2019/2020 Insurance Proposal

**ADOPTION OF MINUTES OF COUNCIL**

- Special Meeting of Council, December 17, 2018 031
- Court of Revision, December 17, 2018 033
- Regular Meeting of Council, December 17, 2018 035

**BUSINESS ARISING**

**DEPUTATION**

- Silvana Sangiuliano 048
- Cannabis – new information / petition

**ITEMS FOR CONSIDERATION**

1. MINUTES
  - a. Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee 049
2. FINANCE
  - a. Cheque Distribution Report, January 8, 2019 051
  - b. Report TR2019-001 being a report on RLB LLP 2018 Audit Plan 056
3. ECONOMIC DEVELOPMENT
  - a. Report EDO 2019-001 being a report on the Mayors Roundtable with the Manufacturing Sector 073
4. ADMINISTRATION
  - a. Report CLK 2019-001 being an update report on the Licensing and Retail Sale of Cannabis 077
  - b. Report CLK 2019-002 being a report on Clerk’s Department 2018 year end review 082
  - c. Report CLK 2019-003 being a report on Sale of Land known as 100 South Water Street (Reid) 087
  - d. Report CLK 2018-004 being a report to award Request for Quote (RFQ) 2018-020 Contract 1 and 2018-021 Contract 2 Drain 19 (Brubacher) 101
5. COUNCIL
  - a. LAS – Re: LAS Natural Gas Program – 2016-17 Period reserve Fund Rebate
    - Correspondence dated December 10, 2018 105
    - Correspondence dated December 17, 2018 106

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

**ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**

**CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION**

**NOTICE OF MOTION**

**COMMUNITY GROUP MEETING PROGRAM REPORT**

**BY-LAWS**

- a. By-law Number 001-19 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2019 107
- b. By-law Number 002-19 being a by-law to provide for an interim tax levy on all assessment within specific tax classes and to provide a penalty and interest rate for current taxes in default and tax arrears 110
- c. By-law Number 003-19 being a by-law to amend By-law 046-17 being a by-law to provide for the operation and licensing of kennels in the Township of Wellington North 113

- d. By-law Number 004-19 being a by-law to constitute and appoint a Committee of Adjustment for the Corporation of The Township of Wellington North 114
- e. By-law Number 005-19 being a by-law to approve the appointment of John Maddox as Meeting Investigator and to repeal By-law 082-17 115
- f. By-law Number 006-19 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 116
- g. By-law Number 007-19 being a by-law to authorize the purchase of real property being Part of Park Lot 10 S/S Princess Street Plan Town of Mount Forest Shown as Parts 1 & 2 on Reference Plan 61R-21276 Township of Wellington North 119
- h. By-law Number 008-19 being a by-law to authorize the purchase of real property being Part 3 on Reference Plan 61R-21401 Township of Wellington North 130

**CULTURAL MOMENT**

Looking Back at The Rural Doctor 140

**CONFIRMATORY BY-LAW NUMBER 009-19** 141

**ADJOURNMENT**

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Recreation and Culture Committee	January 15, 2019	8:30 a.m.
Cultural Roundtable	January 17, 2019	12:00 p.m.
Special Council Meeting - Budget	January 21, 2019	5:00 pm
Arthur CIP Invest Well Open House	January 23, 2019	6:00 pm to 6:45 pm
Arthur Downtown Revitalization Committee Meeting	January 23, 2019	7:00 p.m. to 9:00 p.m.
Mount Forest CIP Invest Well Open House	January 24, 2019	6:00 pm to 6:45 pm
Mount Forest Downtown Revitalization Committee Meeting	January 24, 2019	7:00 p.m. to 9:00 p.m.
ROMA Conference	January 27 to 29, 2019	
Regular Council Meeting	February 4, 2019	7:00 pm
Regular Council Meeting	February 11, 2019	2:00 pm

**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**

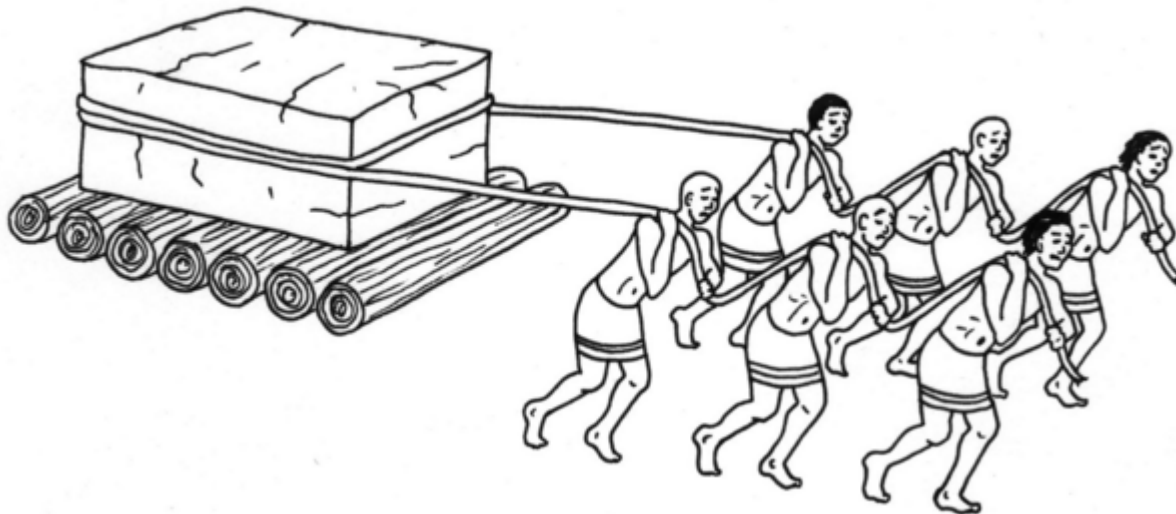


# THE REINVENTION OF THE WHEEL

Township of Wellington North  
January 14, 2019  
Brayden Rawn, Coop Student

# Origin of the wheel

The concept for the wheel came approximately 15,000 to 750,000 years ago



# The First Wheel

The First Wheel in 3500 B.C.





# The First Transportation Wheel

The first wheel for transportation in 3200 B.C.



# The First Reinvention of the Wheel

Wheel reinvented in 2000 B.C.





# The Current Reinvention of the Wheel

19th century wheel



# Future Reinventions of the Wheel

Possible reinvention of the wheel in the future





COBURN INSURANCE BROKERS

114 MAIN STREET SOUTH, BOX 209  
MOUNT FOREST, ONTARIO N0G 2L0  
PHONE: 519-323-2841  
FAX: 519-323-3339  
mail@coburnins.ca  
www.coburnins.ca

19-12-2018

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

RE: Jardine Lloyd Thompson Canada Inc., #JLTPS-374

Adam,

Please find attached the following proposal documents for The Township of Wellington North's 2019/2020 renewal:

- 2019 Proposal
- 2018 Renewal Comparison
- 2019 Acceptance of Municipal Insurance Program

We will take this opportunity to point out the following changes from the expiring policy:

- Under Combined Physical Damage & Machinery Breakdown, the Blanket POED Limit is **\$54,766,863** which resulted from the 4% inflationary increase on the building and equipment/contents values. This presentation is based on the Property schedule provided by The Township. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy, the renewal terms may change. A copy of the 'revised' Property Schedule will have to be provided to this office by the renewal effective date. Please note that in order to provide premium quotation for Bridges, a questionnaire is required. With respect to Dams, engineer reports are required. If the Township is interested in this coverage, please advise.
- This proposal is based on the Automobile schedule provided by The Township. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy, the renewal terms may change. A copy of the 'revised' Vehicle Schedule will have to be provided to this office by the renewal effective date.

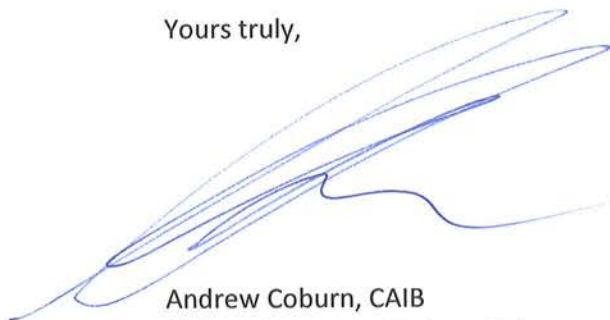
Kindly note the overall premium increase is 4% or \$7,920 and this is due to the following:

- Municipal General Liability including EIL –a 5% inflationary increase to the General Liability. First inflationary increase since 2015 as a result of litigious landscape. Environmental Impairment Liability is renewed as is: \$NIL. Resulting increase in premium: \$3,722.
- Umbrella Liability – Renewed as is. Resulting change in premium: \$NIL.
- Automobile – AVIVA applied a 3% inflationary increase on all vehicle types. Resulting increase in premium: \$970.
- Property – Expiring rates applied to values listed in the Property Schedule and Asset Changes which included a 4% inflationary factor for 2019. Resulting increase in premium: \$3,228.
- Crime – Renewed as is. Resulting change in premium: \$NIL.
- Council Accident – Renewed as is. Resulting change in premium: \$NIL.
- Volunteer Accident – Renewed as is. Resulting change in premium: \$NIL.
- Annual Low Risk Events Liability – Renewed as is. Resulting change in premium: \$NIL. Presented High Risk Quote in August, please advise if The Township would like to requote adding the endorsement
- Cyber Policy- In effect as of October 22, 2018 and expiry reflects the municipal program renewal of January 2020.

If the proposal is acceptable, JLT will issue the policy documents once they receive the signed and dated Acceptance of Municipal Insurance Program Proposal. JLT require this document prior to January 1, 2019 in order to process the renewal. If a representative from JLT and myself are to attend a council meeting, please advise so that the appropriate arrangements can be made.

I trust you find the attached in order. Please do not hesitate to contact us with any questions or concerns you may have regarding aforementioned topics.

Yours truly,



Andrew Coburn, CAIB  
Coburn Insurance Brokers Ltd.



Jardine Lloyd Thompson Canada Inc.

**Public Sector Division**  
Box 3, Suite 1200, 55 University Avenue, Toronto, ON M5J 2H7  
**Phone:** 416 941 9551 **Toll Free:** 800 268 9189 **Fax:** 416 941 9022

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***MUNICIPAL INSURANCE PROGRAM***

***PROPOSAL***

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

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Date of Issue: December 14, 2018

Prepared by: Vicky Lee  
Direct phone line: 416-848-6903  
E-mail address: vlee@jltcanada.com





Jardine Lloyd Thompson Canada Inc.

### **IMPORTANT – PLEASE NOTE THE FOLLOWING**

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

#### **DUTY OF DISCLOSURE**

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

#### **PAYMENT TERMS**

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

#### **PERIOD OF VALIDITY OF QUOTE**

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

#### **BREACH OF WARRANTY OR SUBJECTIVITY**

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

#### **UNDERINSURANCE**

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

#### **UNDERWRITING / BINDING AUTHORITY**

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

#### **MATERIAL CHANGES FROM EXPIRING POLICY**

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



Jardine Lloyd Thompson Canada Inc.

**RISK AND CLAIMS INFORMATION**

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

**TAXES PAYABLE BY  
INSUREDS:**

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

Provincial Sales Tax



Jardine Lloyd Thompson Canada Inc.

## SUMMARY OF COVERAGE, LIMITS AND DEDUCTIBLES

Name of Insured: **Corporation of the Township of Wellington North**Policy Period: **January 1, 2019 to January 1, 2020**

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

CANADIAN COUNCILS LIABILITY		
LIMIT OF LIABILITY	General Liability <u>(including Sudden And Accidental Pollution)</u> : \$ 5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period	
	<b>Extension</b>	<b>Limit</b>
EXTENSIONS OF COVERAGE	Employers' Liability	\$ 5,000,000 any one Claim
	Tenant Legal Liability	\$ 5,000,000 any one Occurrence
	Employee Benefit Liability	\$ 5,000,000 any one Claim
	Incidental Medical Malpractice Retro Date: November 15, 1993	\$ 5,000,000 any one Claim
	Voluntary Medical Payments	\$ 50,000 any one Claim and in the Annual Aggregate during the Policy Period
	Forest Fire Fighting Expense	\$ 2,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Voluntary Payment for Property Damage	\$ 50,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Incidental Garage Operations	\$ 250,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Municipal Marina Legal Liability	\$ 100,000 any one Pleasure Craft \$ 1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	Wrongful Dismissal (Legal Expense)	\$ 500,000 any one Claim and in the Annual Aggregate during the Policy Period
	Conflict of Interest Reimbursement Expenses	\$ 100,000 any one Claim
	Legal Expense Reimbursement Expenses	\$ 100,000 any one Claim \$ 500,000 in the Annual Aggregate



Jardine Lloyd Thompson Canada Inc.

CANADIAN COUNCILS LIABILITY		
	Non-Owned Automobile (including Contractual Liability for Hired Autos)	\$ 5,000,000 any one Occurrence
	Legal Liability for Damage to Hired Autos	\$ 250,000 any one Occurrence
	Wrap-up Liability – Difference in Conditions and Difference in Limits	\$ 5,000,000 any one Occurrence
<b>ENDORSEMENTS</b>	<b>Endorsement</b>	<b>Limit</b>
	Municipal Errors and Omissions Liability Retroactive Date: Unlimited	\$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period
	Environmental Impairment Liability Retroactive Date: Unlimited	\$ 2,500,000 any one Claim and \$ 5,000,000 in the Annual Aggregate during the Policy Period
	Abuse / Molestation Liability Retroactive Date: January 1, 2012	\$ 250,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Voluntary Compensation	As per Endorsement No. 4 – Schedule of Benefits
	Police Officer Assault	\$ 5,000,000 any one Occurrence
<b>DEDUCTIBLE(S)</b>	<b>Applicable Coverage</b>	<b>Deductible</b>
	Public Entity General Liability	\$ 25,000 per Occurrence except per Claimant in respect of Sewer Backup
	Extensions of Coverage	\$ 25,000 per Occurrence / per Claimant for all Extensions of Coverage except: \$NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; \$ 1,000 with respect to Legal Liability for Damage to Hired Autos \$ 5,000 with respect to Wrongful Dismissal (Legal Expense)
	Municipal Errors and Omissions Liability	\$ 10,000 per Claim
	Environmental Impairment Liability	\$ 10,000 per Claim
	Abuse / Molestation Liability	\$ 25,000 per Claim
	Police Officer Assault	\$ 25,000 per Occurrence
<b>POLICY FORM</b>	EK1601219000 (2016) UMR B0901EK1802697000	



Jardine Lloyd Thompson Canada Inc.

<b>CANADIAN COUNCILS LIABILITY</b>	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration January 1, 2019





Jardine Lloyd Thompson Canada Inc.

<b>CANADIAN COUNCILS UMBRELLA LIABILITY</b>															
<b>LIMITS OF LIABILITY</b>	\$ 45,000,000 any one Occurrence \$ 45,000,000 in the Annual Aggregate in respect of Products & Completed Operations \$ 45,000,000 in the Annual Aggregate in respect of Municipal Errors and Omissions Liability \$ 45,000,000 in the Annual Aggregate in respect of Employee Benefits Liability														
<b>EXCESS OF UNDERLYING COVERAGE(S) AND LIMIT(S)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Underlying Coverage</b></th> <th style="text-align: left;"><b>Underlying Limit</b></th> </tr> </thead> <tbody> <tr> <td>General Liability</td> <td>\$ 5,000,000 any one Occurrence</td> </tr> <tr> <td>Incidental Medical Malpractice</td> <td>\$ 5,000,000 any one Claim</td> </tr> <tr> <td>Non-Owned Automobile Liability</td> <td>\$ 5,000,000 any one Occurrence</td> </tr> <tr> <td>Municipal Errors &amp; Omissions Liability</td> <td>\$ 5,000,000 any one Claim</td> </tr> <tr> <td>Owned Automobile Liability</td> <td>\$ 5,000,000 any one Occurrence</td> </tr> <tr> <td>Employee Benefits Liability</td> <td>\$ 5,000,000 any one Claim</td> </tr> </tbody> </table>	<b>Underlying Coverage</b>	<b>Underlying Limit</b>	General Liability	\$ 5,000,000 any one Occurrence	Incidental Medical Malpractice	\$ 5,000,000 any one Claim	Non-Owned Automobile Liability	\$ 5,000,000 any one Occurrence	Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim	Owned Automobile Liability	\$ 5,000,000 any one Occurrence	Employee Benefits Liability	\$ 5,000,000 any one Claim
<b>Underlying Coverage</b>	<b>Underlying Limit</b>														
General Liability	\$ 5,000,000 any one Occurrence														
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Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim														
Owned Automobile Liability	\$ 5,000,000 any one Occurrence														
Employee Benefits Liability	\$ 5,000,000 any one Claim														
<b>RETAINED LIMIT</b>	\$ Nil														
<b>ENDORSEMENTS</b>	Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured														
<b>POLICY FORM</b>	EK1601216000 (2016) UMR B0901EK1802696000														
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%														
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2019														
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0901EK1802696000														



Jardine Lloyd Thompson Canada Inc.

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>COVERAGE</b>	Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)	
<b>LIMITS</b>	\$ 54,766,863 Limit of Loss on Blanket Property of Every Description including Machinery Breakdown	
	\$ 25,000 Computer / Electronic Data Processing (Included in Blanket Limit)	
	\$ 112,486 Miscellaneous Tools/Equipment & Supplies (Included in Blanket Limit)	
	\$ 3,879,688 Unlicensed Equipment (Included in Blanket Limit)	
<b>EXTENSIONS OF COVERAGE</b>	<b>The Limits shown below are included in the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Valuable Papers	\$ 500,000
	Extra Expense	\$ 500,000
	Accounts Receivable	\$ 500,000
	Gross Rentals	\$ 500,000
	Computer Media	\$ 500,000
	Fine Arts (Agreed Value)	\$ 25,000
	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Newly Acquired Property	\$ 1,000,000
	Buildings in the Course of Construction	\$ 1,000,000
	Property in Transit	\$ 500,000
	Unnamed Locations	\$ 1,000,000
	Expediting Expense	\$ 500,000
	Business Interruption – Profits	\$ 300,000 subject to Maximum of \$25,000 per Month
	Contingent Business Interruption	\$ 1,000,000
Fire Extinguishing Materials and Fire Fighting Expense	\$ 100,000	
Professional Fees	\$ 500,000	
Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage	\$ 100,000	



Jardine Lloyd Thompson Canada Inc.

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>EXTENSIONS OF COVERAGE CONTINUED</b>	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	
	<b>Limit</b>	
	Master Key	\$ 10,000
	Land and Water Pollution Clean Up Expense	\$ 100,000
	Stock Spoilage	\$ 100,000
	Consequential Damage	\$ 100,000
	Off Premises Service Interruption	\$ 1,000,000
	Exhibition Floater	\$ 100,000
	Ammonia Contamination	\$ 500,000
	Water Escape	\$ 500,000
Hazardous Substance	\$ 500,000	
Property of Councillors', Board Members' and Employees'	\$ 5,000 any one loss (\$25,000 maximum annual policy limit)	
<b>ENDORSEMENTS</b>	Automobile Replacement Cost Deficiency Endorsement	
<b>DEDUCTIBLE(S)</b>	\$ 25,000 each Occurrence for All Losses except: \$ 1,000 each Computer/Electronic Data Processing Loss \$ 50,000 each Flood Loss 5% of total loss or \$100,000 minimum, whichever is greater, each Earthquake occurrence \$ 1,000 each Fine Arts Loss	
<b>POLICY FORM</b>	Municipal Insurance Program - Master Policy (February 1, 2017)	



Jardine Lloyd Thompson Canada Inc.

<p><b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b></p>	<p><b>Physical Damage:</b></p> <p>Aviva Insurance Company of Canada – 70%</p> <p>The Sovereign General Insurance Company – 30%</p> <p><b>Machinery Breakdown:</b></p> <p>Aviva Insurance Company of Canada – 100%</p>
<p><b>SUBJECT TO</b></p>	<ol style="list-style-type: none"> <li>1. Postal codes for all locations.</li> <li>2. Full COPE info for all locations over \$1,000,000 in value.</li> <li>3. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</li> <li>4. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li> <li>5. All locations may be subject to Engineering Inspection.</li> <li>6. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</li> </ol>



Jardine Lloyd Thompson Canada Inc.

<b>COMPREHENSIVE CRIME</b>	
<b>LIMITS</b>	\$ 1,000,000 Employee Dishonesty – Form A \$ 200,000 Broad Form Loss of Money (Inside Premises) \$ 200,000 Broad Form Loss of Money (Outside Premises) \$ 200,000 Money Orders & Counterfeit Paper Currency \$ 1,000,000 Depositors Forgery \$ 200,000 Professional Fees / Audit Expenses \$ 200,000 Computer Fraud or Funds Transfer Fraud
<b>DEDUCTIBLE</b>	\$Nil per Loss
<b>POLICY FORM</b>	Master Crime Wording (Apr. 2012)
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	Important: 1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds. 2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s). 3. Terms will remain as indicated subject to no claims deterioration January 1, 2019





Jardine Lloyd Thompson Canada Inc.

<b>AUTOMOBILE INSURANCE (ONTARIO)</b>		
<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b>	Limit: \$5,000,000
	<b>Accident Benefits – Basic Benefits</b>	Limit as stated in Policy
	<b>Uninsured Automobile</b>	Limit as stated in Policy
	<b>Direct Compensation – Property Damage</b>	Limit as stated in Policy
	<b>Loss or Damage – All Perils</b>	Deductible: \$ 5,000
<b>ENDORSEMENTS</b>	<p>Notice of Cancellation Ninety (90) Days</p> <p>OPCF 43R Removing Depreciation Deduction – 24 Months New            OPCF 20 Loss Of Use – Applicable to Light Units            OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment            OPCF 31 Non-Owned Equipment            OPCF 24 Freezing of Fire-Fighting Apparatus            OPCF 44 Family Protection Endorsement:            (Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles)</p> <p><u>Additional Endorsements:</u>            OPCF 3 Drive Government Automobiles            OPCF 4A Permission to Carry Explosives            OPCF 4B Permission to Carry Radioactive Material            OPCF 5 Permission to Rent or Lease            OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers</p> <p>Airport Automobile Coverage Exclusion</p>	
<b>POLICY FORM</b>	Provincial Statutory Owner's Policy	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2019	



Jardine Lloyd Thompson Canada Inc.

<b>COUNCILLORS' ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	\$ 200,000 Principal Sum
<b>INCLUDED COVERAGE</b>	Number of Councillors: Four (4) plus One (1) Other
	24 Hour Coverage
<b>POLICY FORM</b>	Insurer's Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	<ol style="list-style-type: none"> <li>1. \$2,500,000 Aggregate Limit of Indemnity Per Accident</li> <li>2. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</li> </ol>



Jardine Lloyd Thompson Canada Inc.

<b>MUNICIPAL VOLUNTEERS ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	<p>\$ 50,000 Principal Sum – Volunteers of the Policyholder While on Duty</p> <p>Age Restriction is removed</p>
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	<ol style="list-style-type: none"> <li>1. \$1,000,000 Aggregate Limit of Indemnity Per Accident</li> <li>2. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</li> </ol>



Jardine Lloyd Thompson Canada Inc.

<b>LCIS – ANNUAL LOW RISK EVENTS LIABILITY</b>	
<b>LIMITS OF COVERAGE</b>	\$ 5,000,000 Bodily Injury & Property Damage any one Occurrence \$ 5,000,000 Products & Completed Operations Aggregate \$ 2,000,000 Personal Injury & Advertising Liability \$ 10,000 Medical Payments per Person \$ 50,000 Medical Payments per Accident \$ 5,000,000 Tenant's Legal Liability \$ 5,000,000 Incidental Medical Malpractice Liability \$ 2,000,000 Non-Owned Automobile Liability \$ 50,000 SEF 94 – Legal Liability for Damage to Non-Owned Autos \$ 1,000,000 Fire Fighting Expense Liability
<b>ENDORSEMENTS</b>	USA Jurisdiction Fire Fighting Expense Liability Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information Notice to Insureds Lloyd's Underwriters Policyholder's Complaint Protocol Intention for AIF to bind Clause Sanction Limited and Exclusion Clause
<b>DEDUCTIBLE</b>	\$1,000 per Loss but only with respect to Property Damage Liability, Tenant's Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2018
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0901EK1803179000



Jardine Lloyd Thompson Canada Inc.

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

<b>PREMIUM SUMMARY</b>	
<b>TOTAL ANNUAL PREMIUM (OPTIONS NOT INCLUDED)</b>	<b>\$189,427</b> plus any applicable provincial sales tax



Jardine Lloyd Thompson Canada Inc.

<b>MUNICIPAL OPTIONS</b>	
<b>Automobile Insurance</b>	<p><b>Accident Benefits:</b></p> <p><b>OPTION A.</b> Medical &amp; Rehabilitation (Non-Catastrophic) increase Limit \$130,000 - Annual Additional <b>\$255</b></p> <p><b>OPTION B.</b> Catastrophic Injury – Med Rehab and Attendant Care increase Limit from \$1,000,000 to \$2,000,000 - Annual Additional <b>\$168</b></p> <p><b>OPTION C.</b> Medical Rehab and Attendant Care increase Limit from \$1,000,000 to \$2,000,000 - Annual Additional <b>\$524</b></p> <p>Caregiver Benefit Limit up to \$250 per week plus \$50 each additional dependant - Housekeeping and Home Maintenance – Limit up to \$100 per week up to 2 Years - Non-Catastrophic Impairment -Annual Additional <b>\$580</b></p> <p>Income Replacement Limit (choose amount) \$600/\$800/\$1,000 Annual Additional <b>\$2,520/\$5,040/\$7,560</b></p> <p>Death and Funeral Benefits \$50,000 Lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 for funeral benefits - Annual Additional <b>\$540</b></p> <p>Dependant Care up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum \$150 per week Annual Additional <b>\$900</b></p> <p>Indexation Benefit – Annual Adjustment according to the Consumer Price Index for Canada - Annual Additional <b>\$2,160</b></p> <p>Added Coverage to Offset Tort Deductible – OPCF 48 Total Annual Additional Premium – <b>\$468</b></p>
<b>Councillors Accident</b>	<p>Increased Principal Sum to \$250,000 - Annual Additional <b>\$110</b></p>
<b>Out of Province Emergency Medical</b>	<p>Based on Five (5) Members – under the age of 80 – Annual Additional <b>\$300</b></p> <p>To increase the Trip Duration from 15 days to 30 days – Annual Additional <b>\$350</b></p>





Jardine Lloyd Thompson Canada Inc.

<b>MUNICIPAL OPTIONS</b>	
<b>Public Entity Recovery Assistance Plan (Critical Illness)</b>	Based on Five (5) Members – age 69 or less \$5,000 limit – Annual Additional <b>\$546</b> \$10,000 limit – Annual Additional <b>\$854</b>
<b>Volunteer Fire Fighters Accident</b>	Quotation available upon request
<b>Annual Low Risk Events Liability</b>	To add Liquor Liability and Vendor Liability Extension Endorsement – Annual Additional <b>\$1,275</b>

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

	2018-2019	2019-2020	Premium/Limit Difference	Comments
Population- Liability	11,477	11,477	0	
GL Premium: \$	74,446 \$	78,168 \$	3,722	5% inflationary increase
EIL Premium: \$	3,795 \$	3,795 \$	-	
Automobile - Number of Vehicles	42	42	0	
Premium: \$	27,648 \$	28,618 \$	970	3% inflationary increase
Blanket Property Limit	52,098,215 \$	54,766,863 \$	2,668,648	
Premium: \$	59,954 \$	63,182 \$	3,228	Expiring rates applied to values listed in Property Schedule
Crime Premium	750 \$	750 \$	-	
Umbrella Liability Premium	10,329 \$	10,329 \$	-	
Councillors Accident Premium	985 \$	985 \$	-	
Volunteer Accident Premium	1,000 \$	1,000 \$	-	
Annual Low Risk Events Liability Premium	2,550 \$	2,550 \$	-	
Annual Low Risk Events Liability Policy Fee	50 \$	50 \$	-	
<b>TOTAL PREMIUM</b>	<b>181,507 \$</b>	<b>189,427 \$</b>	<b>7,920</b>	
<b>OVERALL PERCENTAGE CHANGE</b>			<b>4%</b>	
Date: Dec. 14, 2018 VL				
<b>Note: Cyber Liability is not included herein as it does not renew until Jan. 1, 2020</b>				



Jardine Lloyd Thompson Canada Inc.

## Municipal Insurance Program Quotation

This summary page and attached pages outlining the coverage, terms and conditions constitute your quotation for insurance coverage. This quotation is based on the risk information submitted by you, the Broker, on behalf of your client, the Named Insured. The terms and conditions quoted may not be exactly as requested in your submission or application and should be reviewed carefully.

JLT Canada Inc. is not responsible for the collection and payment of any applicable taxes that are not specified in this quotation nor for the filing of any regulatory forms or documents. These functions are solely the responsibility of the Broker.

<b>BROKER:</b>	Coburn Insurance Brokers Ltd.
<b>NAMED INSURED:</b>	Corporation of the Township of Wellington North
<b>POLICY PERIOD:</b>	January 1, 2019 to January 1, 2020 12:01 a.m. Standard Time at the Mailing and/or Notification Address of the Named Insured
<b>TOTAL PREMIUM FOR QUOTATION:</b>	<b>\$189,427</b>
<b>COMMISSION PAYABLE TO BROKER:</b>	As per current agreement with JLT
<b>PAYMENT TERMS:</b>	Premiums are due and payable to JLT Canada in full within 30 days of binding or the effective date of cover, whichever is later

**THIS QUOTATION IS ONLY VALID UNTIL JANUARY 1, 2019**

Date of Issue: December 14, 2018

Contact Person: Vicky Lee  
 Direct phone line: 416-848-6903  
 E-mail address: vlee@jltcanada.com

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

**This quotation confers no rights upon the Broker to bind coverage as quoted. Coverage is not bound and in effect until written confirmation of binding is received from JLT Canada Inc.**



Jardine Lloyd Thompson Canada Inc.

## ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL

**To:** Jardine Lloyd Thompson Canada  
 Public Sector Division  
 Suite 1200, 55 University Avenue  
 Toronto, Ontario M5J 2H7  
 Telephone: 416-941-9551 or Toll Free 1-800-268-9189  
 Fax: 416-941-9022

**Policy Term (mm/dd/yy):** January 1, 2019 to January 1, 2020  
 12:01 a.m. Standard Time at the Mailing and/or Notification Address of the Named Insured

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

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

Optional Coverages / Specific Instructions:

**Signed on Behalf of Corporation of the Township of Wellington North**

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

\_\_\_\_\_  
 Date

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

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF SPECIAL COUNCIL  
DECEMBER 17, 2018 @ 5:00 P.M.**

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

**Members Present:**

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

**Staff Present:**

**Director of Legislative Services/Clerk: CAO: Michael Givens**  
**Deputy Clerk: Karren Wallace**  
**Director of Finance and Treasury: Catherine Conrad**  
**Deputy Treasurer: Adam McNabb**  
**Economic Development Officer: Mary Jo Marshall**  
**Fire Chief: Dale Small**  
**Chief Building Official: David Guilbault**  
**Human Resources Manager: Darren Jones**  
**Manager Arthur Community Centre: Chanda Riggi**  
**Community Recreation Coordinator: Tom Bowden**  
**Road Superintendent: Mandy Jones**  
**Water & Sewer Superintendent: Dale Clark**  
**Barry Trood**

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA****Resolution 2018-428**

Moved: Councillor Burke

Seconded: Councillor Hern

*THAT the Agenda for the December 17, 2018 Special Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

None

## **PRESENTATIONS**

### **Draft Budget Overview Presentation**

The Treasurer reviewed the 2019 budget process, guidelines, impact items, additional impacts and considerations, proposed tax levy increase for operating, growth vs reassessment, operating budget summary analysis by segment, reserve and reserve fund impact on operating budget (net transfers) and reserves and reserve funds.

### **Capital Summary Draft Review**

The Treasurer reviewed the capital considerations, long term capital forecast and levers to affect change in proposed levy and the draft capital project listing.

Direction provided to staff:

- Operating Budget to present moving of transfers to and from reserves/reserve funds.
- Staff to prioritize capital project items
- Increases beyond 3% to be for capital items only
- Capital justification sheets to be presented at the next meeting
- Be conscious that items in capital budget be completed

### **Next Budget Meeting Date**

January 21, 2019 at 5 pm

## **CONFIRMATORY BY-LAW**

### **Resolution 2018-429**

Moved: Councillor Burke

Seconded: Councillor Hern

*THAT By-law Number 116-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on December 17, 2018 be read a First, Second and Third time and enacted.*

**CARRIED**

## **ADJOURNMENT**

### **Resolution 2018-430**

Moved: Councillor Hern

Seconded: Councillor Burke

*THAT the Special Council meeting of December 17, 2018 be adjourned at 6:37 p.m.*

**CARRIED**

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CLERK

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MAYOR



**TOWNSHIP OF WELLINGTON NORTH**  
**COURT OF REVISION**  
**DRAIN 19 (BRUBACHER)**  
**MONDAY, DECEMBER 17, 2018 – 7:00 P.M.**

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

**Members Present:**           **Steve McCabe, Chair**  
                                          **Sherry Burke**  
                                          **Lisa Hern**

**Also Present:**               **Karren Wallace, Clerk- Secretary**  
                                          **Michael Givens, Chief Administrative Officer**  
                                          **Catherine Conrad, Deputy Clerk**

**1. Call the meeting to order**

Chair called the meeting to order and advised the purpose of the Court of Revision of the Township of Wellington North meeting was to consider the schedule of assessments for Drain 19 (Brubacher) North Part Lot 3, Concession 10, and South Part Lot 3, Concession 11, Township of West Luther

**2. Correspondence Received**

No correspondence was received.

**3. Appeals Received**

No appeals were received.

**4. Comments from impacted property owners**

No one was present

**5. Comments from the Engineer**

Engineer was not present.

**RESOLUTION CoR2018-003**

**Moved by: Member McCabe**

**Seconded by: Member Burke**

*THAT the Court of Revision concur with the K. Smart Associated Limited Report and Engineer Assessment Schedules, dated August 31, 2018, for Drain 19 (Brubacher). (North Part Lot 3, concession 10, South Part Lot 3, Concession 11, Township of West Luther)*

**CARRIED**

**TOWNSHIP OF WELLINGTON NORTH**  
**COURT OF REVISION**  
**DRAIN 19 (BRUBACHER)**  
**MONDAY, DECEMBER 17, 2018 – 7:00 P.M.**

**6. Adjourn**

**RESOLUTION CoR2018-004**

**Moved by: Member McCabe**

**Seconded by: Member Burke**

*THAT the Court of Revision convened to consider Drain 19 (Brubacher) be adjourned at 7:09 p.m.*

**CARRIED**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**SECRETARY**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF COUNCIL  
DECEMBER 17, 2018 @ 7:00 P.M.**

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

<b><u>Members Present:</u></b>	<b>Mayor:</b>	<b>Andrew Lennox</b>
	<b>Councillors:</b>	<b>Sherry Burke</b>
		<b>Lisa Hern</b>
		<b>Steve McCabe</b>
		<b>Dan Yake</b>

<b><u>Staff Present:</u></b>	<b>CAO:</b>	<b>Michael Givens</b>
<b>Director of Legislative Services/Clerk:</b>		<b>Karren Wallace</b>
	<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
	<b>Director of Finance:</b>	<b>Adam McNabb</b>
	<b>Chief Building Official:</b>	<b>Darren Jones</b>
	<b>Economic Development Officer:</b>	<b>Dale Small</b>
	<b>Community Recreation Coordinator:</b>	<b>Mandy Jones</b>

**CALLING TO ORDER**

Mayor Lennox called the meeting.

**ADOPTION OF THE AGENDA**

**Resolution 2018-431**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Agenda for the December 17, 2018 Regular Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

Councillor Yake declared a conflict of interest with report TR2018-017 being a report on the Engagement of a Consulting Engineer for the Arthur Wastewater Treatment Plant Project, as he is an employee of the Ontario Clean Water Agency (OCWA).

**O'CANADA**

**RECESS TO MOVE INTO COURT OF REVISION**

**Resolution 2018-432**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of December 17, 2018 at 7:07 p.m. for the purpose of holding a Court of Revision meeting under the Drainage Act.*

**CARRIED**

### **RESUME REGULAR MEETING OF COUNCIL**

#### **Resolution 2018-433**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North resume the December 17, 2018 Regular Meeting of Council at 7:10 p.m.*

**CARRIED**

### **ADOPTION OF MINUTES OF COUNCIL**

#### **Resolution 2018-434**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the minutes of the Inaugural Council Meeting and Regular Council Meeting held on December 3, 2018 be adopted as circulated.*

**CARRIED**

### **BUSINESS ARISING FROM MINUTES OF COUNCIL**

### **IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

Items 2b, 4b, 4c, 5a, 5e, 5f

### **ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**

#### **Resolution 2018-435**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT all items listed under Items for Consideration on the December 3, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

1. *MINUTES*
  - a. *Cultural Roundtable Committee, December 6, 2018 be received.*
2. *FINANCE*
  - a. *Cheque Distribution Report, December 6, 2018 be received.*
3. *FIRE*
  - a. *Communiqué No. 61, November, 2018 be received.*
4. *BUILDING*

- a. Report CBO 2018-19 Building Permit Review, period ending November 30, 2018 be received
- d. Report CBO 2018-22 being a report on 2574574 Ontario Inc., B. Wilson, Durham Street  
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-22 being a report on 2574574 Ontario Inc., B Wilson, Durham Street.  
THAT the Corporation shall enter into a Development Agreement with 2574574 ONTARIO INC. (B. WILSON) in the form of the draft Agreement;  
AND FURTHER THAT the Mayor and the CAO of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation  
AND FURTHER THAT the Clerk is hereby directed to cause notice of the said Agreement to be registered on the title to the lands.
5. ADMINISTRATION
- b. Report CLK 2018-054 being a report on Wellington North municipal staff donation to local food banks be received.
- c. Report CLK 2018-055 being a report on naming a street in Mt. Forest Developments Inc. Subdivision  
THAT Council of the of the Corporation of the Township of Wellington North receive CLK Report 2018-055 being a report on naming a street in Mt. Forest Developments Inc. Subdivision in the Township of Wellington North;  
AND FURTHER THAT the Council of the Township of Wellington North approves of the street name Jefferey Way.
- d. Report CLK 2018-056 being a report on Closed Meeting Investigator  
THAT Council of the of the Corporation of the Township of Wellington North receive Report CLK 2018-056 being a report on the Closed Meeting Investigator;  
AND FURTHER THAT Council of the Township of Wellington North appoint Mr. John Maddox as the Closed Meeting Investigator for a four-year term commencing December 1, 2018;  
AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to appoint John Maddox;  
AND FURTHER THAT By-law 082-17 be repealed effective January 1, 2019.
- g. Notice of Application to Apply to Health Canada – Application to Become a Licensed Producer under the Cannabis Act  
THAT the Council of the Township of Wellington North receive a Notice of Application to apply to Health Canada – Office of Controlled Substances from Liv360 Operating Inc., 7246 Sideroad 5 West, Kenilworth, Ontario, Application to Become a Licensed Producer under the Cannabis Act.

**CARRIED**

**CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**

Councillor Yake left the Council Chambers for this portion of the Council meeting as he had previously declared pecuniary interest with Report TR2018-17 as it relates to his employer, OCWA.

**Resolution 2018-436**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR2018-017 being a report on the Engagement of a Consulting Engineer for the Arthur Wastewater Treatment Plant Project;*

*AND THAT Council of the Township of Wellington North acknowledge the recommendation of the Ontario Clean Water Agency (OCWA) acting as the Professional Project Manager for the Design and Construction of the Arthur Wastewater Treatment Plant Expansion;*

*AND FURTHER THAT Council support OCWA facilitating negotiations of an agreement with CIMA+ to provide Consulting Engineering Services including contract administration, site inspection, construction support, commissioning, training and as-built drawings for the Construction Phase of Contract 1.*

**CARRIED**

Councillor Yake returned to Council Chambers.

**Resolution 2018-437**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of Township of Wellington North receive Report CBO 2018-20 being a report on By-law Enforcement;*

*AND FURTHER THAT Shawn Kitto, By-law Enforcement Officer's contract be extended to March 1, 2019.*

**CARRIED**

**Resolution 2018-438**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-21 Musashi Auto Parts Canada Inc. (Plant 1) – 333 Domville Street, Arthur;*

*AND FURTHER THAT the Corporation enter into a Site Plan Agreement with Musashi Auto Parts Canada Inc. in the form of the draft agreement;*

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

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

**CARRIED**



**Resolution 2018-439**

Moved: Councillor Burke  
Seconded: Councillor McCabe

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the Wellington North Cultural Roundtable for the term of Council.*

**CARRIED**

**Resolution 2018-440**

Moved: Councillor Burke  
Seconded: Councillor McCabe

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the Mount Forest & District Chamber of Commerce as the municipal representative for the term of Council.*

**CARRIED**

**Resolution 2018-441**

Moved: Councillor Burke  
Seconded: Councillor McCabe

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the Arthur & District Chamber of Commerce as the municipal representative for the term of Council.*

**CARRIED**

**Resolution 2018-442**

Moved: Councillor McCabe  
Seconded: Councillor Burke

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Dan Yake to the Wellington North Safe Communities as the Wellington North representative for the term of Council.*

**CARRIED**

**Resolution 2018-443**

Moved: Councillor McCabe  
Seconded: Councillor Burke

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Steve McCabe to the Green Legacy Committee as the Township of Wellington North representative for the term of Council.*

**CARRIED**

**Resolution 2018-444**

Moved: Councillor McCabe  
Seconded: Councillor Burke

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Sherry Burke to the Mount Forest Business Improvement Area Board as the Township of Wellington North representative for the term of Council.*

**CARRIED**

**Resolution 2018-445**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of John Fruin as the municipal representative to the Saugeen Valley Drinking Water Source Protection Committee for the Municipality of Arran-Elderslie, Municipality of Brockton, Town of Hanover, Town of Minto, Township of Southgate and Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-446**

Moved: Councillor McCabe

Seconded: Councillor Burke

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

**CARRIED**

**Resolution 2018-447**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of David Turton as the municipal representative to the Maitland Valley Conservation Authority for the Township of Mapleton, Town of Minto and Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-448**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Bruce Whale as the municipal representative to the Grand River Conservation Authority for the Township of Mapleton, and Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-449**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Steve McCabe as the municipal representative to the Saugeen Valley Conservation Authority for the Town of Minto and Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-450**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the EarlyON Child and Family Services Committee as the municipal representative for the Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-451**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Sherry Burke as Council liaison to the Wellington North Wellness & Team Building Committee for the term of Council.*

**CARRIED**

**Resolution 2018-452**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Steve McCabe to the Wellington North Health Professional Recruitment Committee as the municipal representative for the Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-453**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Dan Yake to the North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors as the municipal representative for the Township of Wellington North for the term of Council.*

**CARRIED**

**Resolution 2018-454**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Dan Yake and Councillor Steve McCabe to the Upper Grand Trailway Wellington Sub Committee as the municipal representatives for the Township of Wellington North for the term of Council.*

**CARRIED****Resolution 2018-455**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the of the Corporation of the Township of Wellington North approve the appointment of Councillor Dan Yake to the Lynes Blacksmith Shop Committee as the municipal representative for the Township of Wellington North for the term of Council.*

**CARRIED****Resolution 2018-456**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the of the Corporation of the Township of Wellington North approve the following appointments to the Wellington North Recreation Committee:*

- *Councillor Burke*
- *Councillor Hern*
- *Councillor McCabe*

**CARRIED****Resolution 2018-457**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North receive Report CLK 2018-057 being an update report on the licensing and retail sale of cannabis;*

*AND FURTHER THAT staff be directed to bring this item forward to the January 14, 2019 meeting of Council for consideration as to opt in or opt out.*

**CARRIED**

The results of the retail Cannabis Store in Wellington North Survey 2018 were presented. See Addendum "A" attached.

**Resolution 2018-458**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the Township of Wellington North receive for information Report CLK 2018-058 being a report regarding the October 22, 2018 municipal election.*

**CARRIED**

### **NOTICE OF MOTION**

No Notice of Motion tabled

### **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Hern announced:

- She met with both the Arthur and Mount Forest Chamber of Commerce to discuss licensing and retail sale of cannabis. They are divided on the issue of cannabis retail.
- She accompanied Mandy Jones, Community Recreation Coordinator, on a visit to the Grade 6 class at Arthur Public School to discuss the proposed BMX/Skateboard Park.

Councillor Burke stated that the 100 Women of Wellington are meeting December 17 and another group will be receiving \$10,000 plus.

Mayor Lennox announced:

- A new doctor will be working part time in Arthur mid January
- He attended a meeting with local manufactures last week to discuss the issue of lack of work force and the lack of appropriate housing and transportation to attract employees to these businesses
- He participated in the Holstein Christmas Parade on December 8

### **BY-LAWS**

#### **Resolution 2018-459**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 094-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read Third time and enacted. (Part Park Lot 5 and Part Park Lot 6 S/S Domville, geographic Township of Arthur – 1236757 Ontario Inc.)*

**CARRIED**

#### **Resolution 2018-460**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT By-law Numbers 101-18 being a Provisional Drain By-law to provide for the construction of Drain 19 (Brubacher) Drainage Works be read Third time and enacted.*

**CARRIED**

**Resolution 2018-461**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-laws Number 106-18, 110-18, 111-18, 112-18, 113-18 and 114-18 be read a First, Second and Third time and enacted.*

**CARRIED**

**CONFIRMATORY BY-LAW****Resolution 2018-462**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT By-law Number 115-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on December 17, 2018 be read a First, Second and Third time and enacted.*

**CARRIED**

**ADJOURNMENT****Resolution 2018-463**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Regular Council meeting of December 17, 2018 be adjourned at 8:22 p.m.*

**CARRIED**

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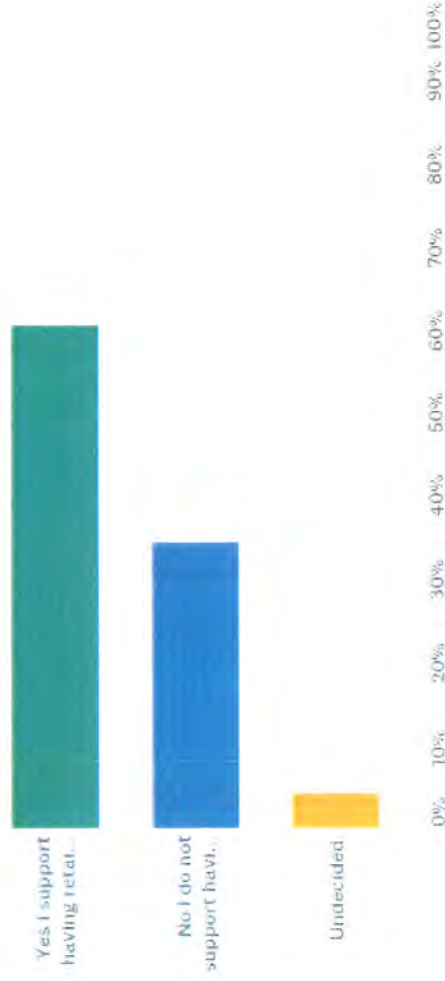
**CLERK**

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**MAYOR**

## Retail Cannabis Stores in Wellington North Survey 2018

Q1 In April, 2019 private retail cannabis stores will be introduced, and municipalities have the option of allowing or prohibiting retail cannabis sales in their communities. Do you support or oppose having cannabis retail stores operating in Wellington North?



### ANSWER CHOICES

Yes I support having retail cannabis stores in Wellington North

No I do not support having retail cannabis stores in Wellington North

Undecided

TOTAL

### RESPONSES

60.83%  
379

34.67%  
216

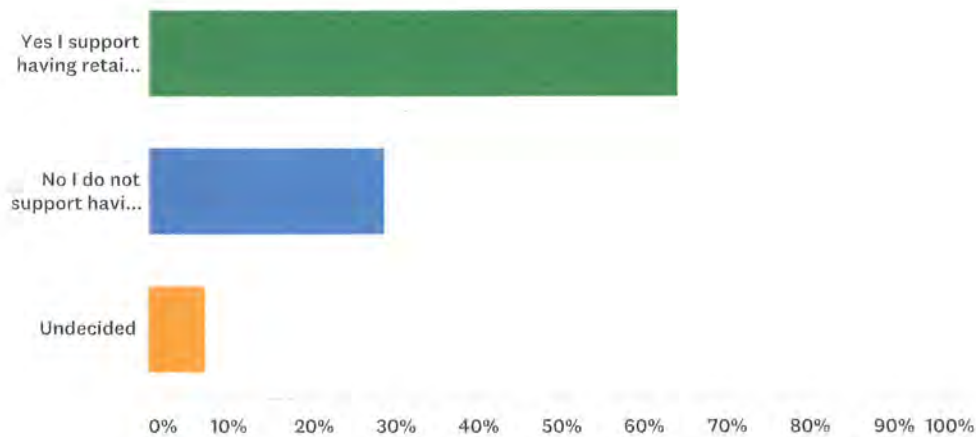
4.49%  
28

623



Q1 In April, 2019 private retail cannabis stores will be introduced, and municipalities have the option of allowing or prohibiting retail cannabis sales in their communities. Do you support or oppose having cannabis retail stores operating in Wellington North?

Answered: 14 Skipped: 0



**ANSWER CHOICES**

**RESPONSES**

Yes I support having retail cannabis stores in Wellington North	64.29%	9
No I do not support having retail cannabis stores in Wellington North	28.57%	4
Undecided	7.14%	1
<b>TOTAL</b>		<b>14</b>

## Schedule B

## List of municipalities who have opted in/out

[http://agco.ca/cannabis/list-ontario-municipalities-prohibiting-or-allowing-cannabis-retail-stores?utm\\_medium=email&utm\\_campaign=Cannabis-](http://agco.ca/cannabis/list-ontario-municipalities-prohibiting-or-allowing-cannabis-retail-stores?utm_medium=email&utm_campaign=Cannabis-)

MUNICIPALITY	IN	OUT
Prince, Township of	X	
The North Shore, Township of	X	
Dawn-Euphemia, Township of	X	
East Ferris, Township of	X	
Erin, Town of		X
Lake of the Woods, Township of		X
Papineau-Cameron, Township of		X
Plummer Additional, Township of	X	
Tarbutt, Township of	X	
Missisauga		X
Markham		X
Armour, Township of	X	
Frontenac Islands, Township of		X
Highlands East, Municipality of	X	
Ingersoll, Town of		X
King, Township of		X
Sudbury	X	
Elliot Lake	X	
Twp Johnson	X	
Twn Latchford	X	
Nairn and Hyman	X	
Southstormont	X	
Spanish	X	
Tudor and Cashel	X	



# Township of Wellington North

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

## Deputation Request Form

**Name of Deputation(s)** Silvana Sangiuliano

x Attending as an individual OR  Representing a group/organization/business

**Name of Group/Organization/Business** \_\_\_\_\_

### Contact Information

Mail: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

### Type of Meeting

x Council OR  Committee (includes ad hoc) \_\_\_\_\_

**Date of Meeting** January 14, 2019

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

Marijuana: In light of recent changes made by the AGCO, and new information which has come to light, I would like to speak to this and its subsequent ramifications.

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

Declare a smoke-free environment in public spaces, prohibiting use of tobacco and marijuana in any form.

*Present a petition to Council*

~~Implement by laws prohibiting the growing of cannabis anywhere.~~ *WN*

~~Ban edibles.~~ *WN*

Stop marijuana retailers and producers from entering our communities.

Please OPT OUT of hosting retail marijuana outlets before the deadline of January 22, 2019.

**Estimated Financial Impact to municipality:**

**Capital** \_\_\_\_\_

**Annual Operating** \_\_\_\_\_

049

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
ARTHUR BMX/SKATEBOARD PARK AD-HOC ADVISORY COMMITTEE MINUTES  
JANAURY 7, 2019 AT 9:00 AM**

The meeting was held in the Upper Hall at the Arthur Community Centre.

Committee Members Present:

Lisa Hern, Councillor, Chair  
Steve McCabe, Councillor  
Al Rawlins, Lions Member

Committee Member Absent:

Andrew Lennox, Mayor  
Glen Cheyne, Lions Member

Staff Present:

Michael Givens, CAO  
Mandy Jones, Community Recreation Coordinator  
Tom Bowden, Manager of Recreation Services  
Catherine Conrad, Deputy Clerk

Arthur Agricultural Society Members Present:

Lianne Kaminski, President  
Jenny Bodz, Co-Secretary

**CALLING THE MEETING TO ORDER**

The Chair called the meeting to order at 9:00 am.

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION ABSP 2019-01**

Moved by: Al Rawlins

Seconded by: Steve McCabe

*THAT the agenda for the January 7, 2019 Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee of the Township of Wellington North meeting be accepted and passed.*

**CARRIED**

**MOMENT OF SILENCE – remembering our friend, Lion Brent Barnes**

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

No declarations of pecuniary interest were declared.

**MINUTES OF PREVIOUS MEETING**

The minutes of the August 14, 2018 Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting were received by Council on August 27, 2018.

## **ITEMS FOR CONSIDERATION**

### 1. School Visit Program – Arthur Public School, Grade 6 Comments

Councillor Lisa Hern and Mandy Jones, Community Recreation Coordinator, reviewed their report regarding their visit to Arthur Public School to discuss recreation and the community with the Grade 6 class. The students were aware of barriers and challenges of each proposed site and provided suggestions for the type of park to be considered.

### 2. Arial Image Review

Arthur Agricultural Society members Lianne Kaminski and Jenny Bodz reviewed an arial image and outlined areas used for the Arthur Fall Fair. It was suggested that the area where the volleyball court is no longer used and could be utilized.

The Committee preferred the area near the pavilion. The safety concerns with the proximity to the ball diamonds were recognized. Netting has been purchased for the left field of Ball Diamond A to protect spectators using the pavilion and will be installed in the spring. Additional netting could be used to provide protection for the BMX/Skateboard Park in the centre field of Ball Diamond A and along the first base line on Ball Diamond B.

### 3. Site Assessment

The Committee walked the area near the pavilion to assess the location and discuss options.

### 4. Next Steps

The Community Recreation Coordinator will reach out to the Optimist Club and the person that digs the horseshoe pits every year to discuss the proposed site.

It was suggested that Committee members attend a Lions Club meeting to discuss options for location and design concepts, fundraising, timelines and the Township's procurement policy.

## **NEXT MEETING**

To be determined.

## **ADJOURNMENT**

### **RESOLUTION ABSP 2019-02**

Moved by: Steve McCabe

Seconded by: Al Rawlins

*THAT the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting of January 7, 2019 be adjourned at 10:06 am.*

**CARRIED**



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

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519.848.3620  
1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JANUARY 14, 2018**

**FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY**

**SUBJECT: REPORT TR2019-001 BEING A REPORT ON RLB LLP 2018 AUDIT  
PLAN**

**THAT** Report TR2018-001 being a report on RLB LLP 2018 Audit Plan be received for information;

**FURTHER THAT** the Council of the Township of Wellington North direct staff to execute the agreement to confirm the mutual understanding of the terms of the engagement with RLB for the purposes of auditing the consolidated statements of the Township of Wellington North.

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

None

#### **BACKGROUND**

On November 20, 2017 Council passed By-law Number 088-17 to appoint RLB LLP of Fergus as the Township of Wellington North's External Auditors for the years 2017 – 2018.

RLB's 2018 Pre-Audit Letter, provides Management and Council with detailed communication of the 2018 audit plan.

RLB's 2018 engagement letter confirms the mutual understanding of the terms of the engagement to audit the consolidated statements of the Township of Wellington North.

The year-end testing period is currently scheduled for the week of April 15 – 18, 2019.

**FINANCIAL CONSIDERATIONS**

The 2018 audit fee is \$27,900, which is exclusive of HST and inclusive of the preparation of the Financial Information Return (FIR), and all out of pocket expenses required to complete the engagement. RLB has also included a reasonable amount of time for reconciliations, support and entries for closing equity, WNP, and the BIA into the above pricing based on their recent experience with the audit of the Township of Wellington North.

**STRATEGIC PLAN**

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

- Yes                                             No                                            X N/A

Which pillars does this report support?

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

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

*Adam McNabb*

*Michael Givens, CAO*

<b>ADAM MCNABB</b> <b>DIRECTOR OF FINANCE &amp; TREASURY</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
-----------------------------------------------------------------	--------------------------------------------------------------



December 20, 2018

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

Dear Members of Council:

Thank you for re-appointing RLB LLP as auditors of The Corporation of the Township of Wellington North for the year ended December 31, 2018. The purpose of this letter is to communicate our 2018 audit plan for The Corporation of the Township of Wellington North and to ensure that management and Council are aware of the following:

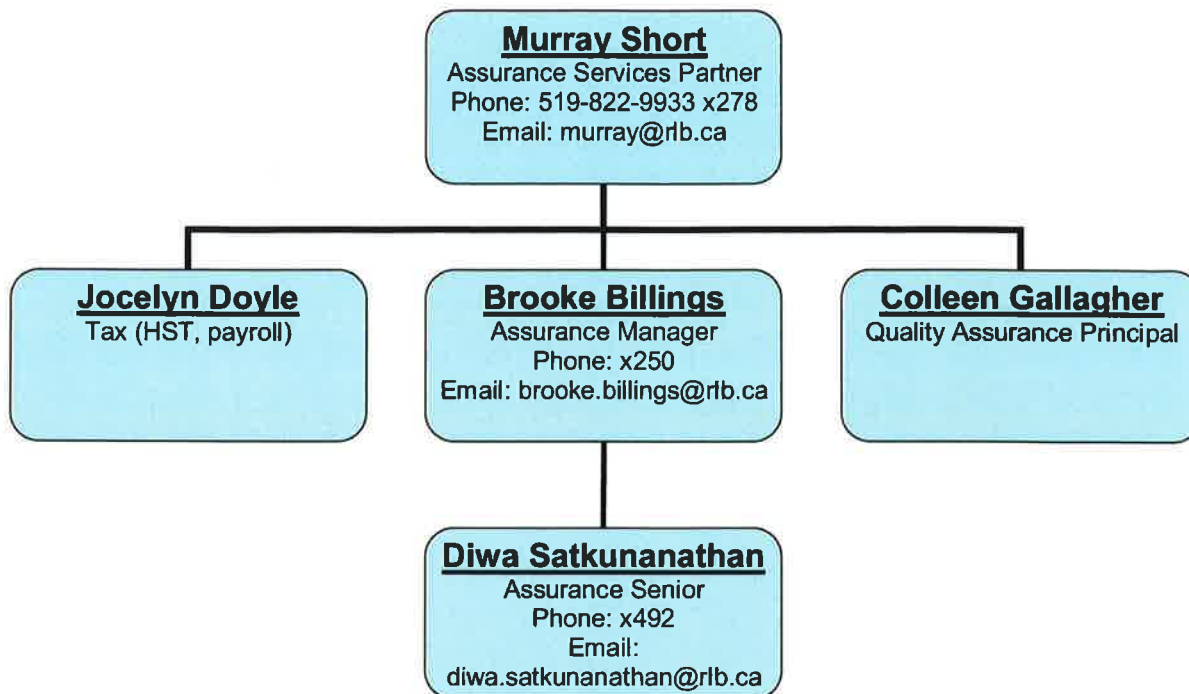
- Objectives and scope of our audit
- Planned approach for the 2018 financial statement audit
- Update on issues that may impact the audit in current and future years
- Areas of emphasis

**RLB LLP's Objectives and Scope of our audit**

- Obtain reasonable assurance that the financial statements are free of material misstatement.
- Evaluate the fairness of presentation of the financial statements in conformity with accounting standards established by the Chartered Professional Accountants of Canada.
- Report to management and Council:
  - Significant internal control weaknesses,
  - Matters required under Canadian Auditing Standards,
  - Matters we believe should be brought to your attention.



## RLB LLP's Assurance Service Team



### Financial Reporting Responsibilities

#### *Council*

- Provide, as a part of financial process, effective corporate governance
- Regular oversight and review of financial information and management financial process
- Ensure accurate financial reporting and sound internal controls
- Review performance measures
- Approve the Audited Financial Statements

#### *Management*

- Maintain cost-effective internal control environment
- Provide timely and accurate disclosure of financial results
- Report results on a fair and consistent basis
- Exercise care in establishing accounting estimates
- Apply appropriate accounting principles
- Establish internal controls over fraud and error

#### *RLB LLP*

- Perform cost-effective risk based audits tailored for your organization's specific risks
- Review the effectiveness and reliability of key internal controls
- Assess accounting principles, estimates and financial disclosures in accordance with accounting standards
- Provide year end reporting to Council
- Provide our opinion in the audit report which we attach to management financial statements

### Management Deliverables

- Prepare required information as agreed with RLB LLP to be able to perform the audit
- Provide documentation and support for accounting used by management for all significant or unusual transactions and estimates
- Identify related parties, if applicable
- Provide written representations

### RLB LLP Deliverables

- Communicate with management and Council to review audit plan
- Review financial statements and management letter findings with management and Council
- Provide audit opinion on financial statements
- Prepare and file Financial Information Return
- Report to Council as required under Canadian Generally Accepted Auditing Standards (CAS 260, 265 and 580)
- Seek pre-approval from management or Council for all additional services
- Communicate control deficiencies

### Audit Approach

- Examine accounting systems and controls for all significant transaction cycles
- Adopt a control reliance strategy where appropriate to increase audit efficiency:
  - Taxation revenue, cash receipts, taxes receivable
  - Purchases, disbursements, payables
  - Payroll
  - General computer controls
- Substantive testing of year end balances including grant revenue and receivables
- Search for unrecorded liabilities
- Independence reporting

### Audit Timeline

Interim Audit Testing	November 5, 2018
Communication of Audit Plan to Management/Council	December 20, 2018
Year-end Testing	April 15-18, 2019
Reporting to Council	TBD
Issuance of Audit Report and Financial Statements	To follow

### Annual Inquiry Related to the Risk of Fraud

Please consider the following questions to help determine the specific risks of fraud and error with the municipality. We will provide the annual representation letter for signature by a member of each Council and management with the audited Financial Statements, where representation will be made regarding the assessment of fraud at the municipality.

- Are you aware of any instances of fraud perpetrated against the municipality by any of its employees, management, or Council?
- Are you aware of any instances of fraud perpetrated by the municipality against creditors, suppliers, lenders, investors, funders, government agencies, or any other business associates?
- Do you believe there is a high level of risk of fraud being perpetrated against or by the municipality – specifically, which risks are classified as the highest risk, and what specifically is management or those charged with governance doing to mitigate these risks?
- Has Council made an assessment of the entity's susceptibility to fraud?
- Does management have a process for identifying and responding to fraud risk factors?

### New Public Sector Accounting Standards

There are no significant impacts anticipated from this new standard on the financial reporting of your municipality for 2018:

*These are effective for fiscal years beginning on or after April 1, 2017.*

- PS2200: Related Party Disclosures – explains how to identify a related party and describes disclosure requirements
- PS3210: Assets – defines characteristics of an asset and describes disclosure requirements
- PS3320: Contingent Assets – defines characteristics of a contingent asset, including the existence of uncertainty, and describes disclosure requirements
- PS3380: Contractual Rights – defines characteristics of a contractual right and describes disclosure requirements
- PS3420: Inter-entity Transactions – relates to recognition and measurement of transactions between public sector entities, including cost allocation and recovery

We will be working this year with your management team to consider the impact that the following new accounting regulations will have on the financial reporting of your municipality:

*These are effective for fiscal years beginning on or after April 1, 2018.*

- PS3430: Restructuring Transactions – defines characteristics of restructuring transactions, when recognition should occur, and how they should be measured, classified and disclosed

*These are effective for fiscal years beginning on or after April 1, 2019.*

- PS1201: Financial Statement Presentation – expands the requirements for financial statement presentation and disclosure for various categories: financial assets, non-financial assets, revenues, expenses, and losses arising from asset impairment and changes in valuation allowances
- PS2601: Foreign Currency Translation – describes accounting treatment for foreign currency transactions, and how they should be presented and disclosed

- PS3041: Portfolio Investments – defines portfolio investments, and describes accounting treatment and disclosure requirements; describes accounting treatment in specific situations such as sinking funds, loss in value, gain and loss on sale and when investments have concessionary terms
- PS3450: Financial Instruments – requires additional disclosure in the Notes to the Financial Statements to include the various risk components of financial instruments: credit risk, currency risk, interest rate risk, liquidity and market risk

### **2018 Audit Plan: Materiality**

When establishing the overall audit strategy, materiality is determined for assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.

- Planning Materiality - \$840,000
- Materiality
  - Professional judgment that is made in the context of our knowledge, assessment of risk and reporting requirements
  - Very significant in determining the scope of our work
  - We will review all errors in excess of 2% of materiality

### **Areas of Emphasis**

- Taxation revenue and receivables - collectability
- Grant revenue and receivables - completeness and existence
- Operating expenses - completeness and existence
- Tangible capital assets - completeness, existence and valuation
- Reserve, reserve funds and amounts set aside by Council - completeness and existence

If you have any questions about these or other matters relating to any of our professional services, we would be pleased to discuss them further with you.

Yours truly,

**RLB LLP**

Per:



Murray Short, MBA, CPA, CA  
Engagement Partner



December 17, 2018

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

**Attention: Mr. Adam McNabb, Director of Finance**

Dear Mr. McNabb:

Thank you for re-appointing RLB LLP as auditors of The Corporation of the Township of Wellington North for the year ended December 31, 2018. The purpose of this letter is to confirm our mutual understanding of the terms of our engagement to audit the consolidated financial statements of The Corporation of the Township of Wellington North. Our statutory function as auditor of The Corporation of the Township of Wellington North is to report to the Members of Council, Inhabitants and Ratepayers by expressing an opinion on The Corporation of the Township of Wellington North's annual consolidated financial statements. Therefore, our audit will be conducted with the objective of our expressing an opinion on these consolidated financial statements.

**Our Objective, Scope and Limitations of the Audit**

We will audit the consolidated statement of financial position at December 31, 2018 and the related consolidated statements of operations and change in net financial assets and cash flows, and a summary of significant accounting policies and other explanatory information for the year then ended prepared in accordance with Canadian public sector accounting standards. Upon completion of our audit, we will provide The Corporation of the Township of Wellington North with our audit report on those consolidated financial statements in accordance with Canadian public sector accounting standards.

We will be responsible for performing the audit of The Corporation of the Township of Wellington North in accordance with Canadian generally accepted auditing standards. These standards require that we comply with ethical requirements, plan and perform the audit to attain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to fraud or error.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management and, where appropriate, those charged with governance, as well as evaluating the overall presentation of the consolidated financial statements.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected because of:

- a) Factors such as use of judgment, and the use of testing of the data underlying the consolidated financial statements;
- b) Inherent limitations of internal control; and
- c) The fact that much of the audit evidence available to the auditor is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit that is designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. Further, while effective internal control reduces the likelihood that misstatements will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot guarantee that fraud, error and illegal acts, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.

Unless unanticipated difficulties are encountered, our report will be substantially in the form as set out in Appendix A.

The form and content of our report may require amendment in light of our audit findings.

Any specific restrictions on the use or intended users of the auditor's report, and statement(s) (if appropriate) about the specific restriction(s), will be set out in the auditor's report.

If our opinion on the consolidated financial statements is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, an opinion, we may decline to express an opinion as a result of this engagement.

### **Our Responsibilities**

We will perform the audit in accordance with Canadian generally accepted auditing standards. These standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the consolidated financial statements are free from material misstatement. Accordingly, we will plan and perform our audit to provide reasonable, but not absolute, assurance of detecting fraud and errors that have a material effect on the consolidated financial statements taken as a whole, including illegal acts whose consequences have a material effect on the consolidated financial statements.

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Accordingly, except for information that is in, or enters, the public domain, we will not provide any third party with confidential information concerning the affairs of The Corporation of the Township of Wellington North without The Corporation of the Township of Wellington North's prior consent, unless required to do so by legal authority, or the Rules of Professional Conduct/Code of Ethics of the Chartered Professional Accountants of Ontario.

The objective of our audit is to obtain reasonable assurance that the consolidated financial statements are free of material misstatement. However, if we identify any of the following matters, they will be communicated to the appropriate level of management (and the audit committee or equivalent):

- a) Misstatements, resulting from error, other than trivial errors;
- b) Fraud or any information obtained that indicates that a fraud may exist;
- c) Any evidence obtained that indicates that an illegal or possibly illegal act, other than one considered inconsequential, has occurred;
- d) Significant deficiencies in the design or implementation of internal controls to prevent and detect fraud or error; and
- e) Related-party transactions identified by us that are not in the normal course of operations and that involve significant judgments made by management and, where appropriate, those charged with governance concerning measurement or disclosure.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management and those charged with governance in discharging their responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

#### **Use and Distribution of our Report**

The examination of the consolidated financial statements and the issuance of our audit opinion are solely for the use of The Corporation of the Township of Wellington North and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these consolidated financial statements and we accept no responsibility for their use by any third party. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

#### **Responsibility of Management and Those Charged with Governance for the Consolidated Financial Statements**

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

#### **Consolidated Financial Statements**

- a) The preparation and fair presentation of The Corporation of the Township of Wellington North's consolidated financial statements in accordance with Canadian public sector accounting standards.



**Completeness of Information**

- a) Providing us with and making available complete financial records and related data, and copies of all minutes of meetings of Members of Council, Inhabitants and Ratepayers and committees of directors and other matters;
- b) Providing us with information relating to any known or probable instances of non-compliance with legislative or regulatory requirements, including financial reporting requirements;
- c) Providing us with information relating to any illegal or possibly illegal acts, and all facts related thereto;
- d) Providing us with information regarding all related parties and related-party transactions;
- e) Any additional information that we may request from management and, where appropriate, those charged with governance for the purpose of this audit; and
- f) Providing us with unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

**Fraud and Error**

- a) Internal control that management and, where appropriate, those charged with governance determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error;
- b) An assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;
- c) Providing us with information relating to fraud or suspected fraud affecting the entity involving:
  - i) management and, where appropriate, those charged with governance,
  - ii) employees who have significant roles in internal control, or
  - iii) others, where the fraud could have a non-trivial effect on the consolidated financial statements;
- d) Providing us with information relating to any allegations of fraud or suspected fraud affecting the entity's consolidated financial statements communicated by employees, former employees, analysts, regulators or others; and
- e) Communicating its belief that the effects of any uncorrected consolidated financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

**Recognition, Measurement and Disclosure**

- a) Providing us with its assessment of the reasonableness of significant assumptions underlying fair value measurements and disclosures in the consolidated financial statements;
- b) Providing us with any plans or intentions that may affect the carrying value or classification of assets or liabilities;
- c) Providing us with information relating to the measurement and disclosure of transactions with related parties;
- d) Providing us with an assessment of all areas of measurement uncertainty known to management and, where appropriate, those charged with governance that are required to be disclosed in accordance with Measurement Uncertainty, CPA Canada Handbook – Accounting, Section 1508;
- e) Providing us with information relating to claims and possible claims, whether or not they have been discussed with The Corporation of the Township of Wellington North's legal counsel;



- f) Providing us with information relating to other liabilities and contingent gains or losses, including those associated with guarantees, whether written or oral, under which The Corporation of the Township of Wellington North is contingently liable;
- g) Providing us with information on whether The Corporation of the Township of Wellington North has satisfactory title to assets, liens or encumbrances on existing assets, or assets that are pledged as collateral;
- h) Providing us with information relating to compliance with aspects of contractual agreements that may affect the consolidated financial statements;
- i) Providing us with information concerning subsequent events; and
- j) Providing us with written representations on specific matters communicated to us during the engagement.

#### **Written Confirmation of Significant Representations**

- a) Providing us with written confirmation of significant representations provided to us during the engagement on matters that are:
  - i) Directly related to items that are material, either individually or in the aggregate, to the consolidated financial statements,
  - ii) Not directly related to items that are material to the consolidated financial statements but are significant, either individually or in the aggregate, to the engagement, and
  - iii) Relevant to your judgments or estimates that are material, either individually or in the aggregate, to the consolidated financial statements.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

#### **Reproduction of Audit Report**

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Management and, where appropriate, those charged with governance are responsible for the accurate reproduction of the consolidated financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either the full or summarized consolidated financial statements that we have audited.

We are not required to read the information contained in your website, or to consider the consistency of other information in the electronic site with the original document.

#### **Use of Information**

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the basis that:

- a) You represent to us that management and, where appropriate, those charged with governance has obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and
- b) We will hold all personal information confidential in compliance with our Firm's Privacy Statement.

**Use of Electronic Communications**

Unless we are advised to the contrary, the services may be conducted and obligations performed by the electronic transmission of information, documents and data, including confidential and sensitive information by Internet e-mail. If the communication relates to a matter of significance and there are concerns about possible effects of electronic transmission, a hard copy of such transmission should be requested of us.

**Terms and Conditions Supporting the Fee**

Our fees will be determined on the basis of the time spent at our standard billing rates, plus any out-of-pocket disbursements incurred. Each billing is due for payment when received. Our fee estimates take into account that the corporation will provide clerical assistance to the extent practicable, including the preparation of various schedules in advance of the year end audit. If, for any reason, The Corporation of the Township of Wellington North is unable to provide such schedules, information and help, RLB LLP and The Corporation of the Township of Wellington North will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Interest will be charged on overdue balances at the rate of 1.17%, compounded monthly. Overdue balances are defined as those balances which remain outstanding 60 days from the date of the invoice.

In providing our services, we will consult with The Corporation of the Township of Wellington North about matters of accounting, financial reporting or other significant business issues. Accordingly, our fee reflects the time necessary for a reasonable amount of such consultation. However, should a matter require research, consultation or audit work beyond that amount, RLB LLP and The Corporation of the Township of Wellington North will agree to an appropriate revision in services and fee.

**Limitation of Liability**

The liability of RLB LLP to The Corporation of the Township of Wellington North for a claim related to professional services provided pursuant to this agreement in either contract or tort is limited to the extent that such liability is covered by errors and omissions insurance in effect from time to time including the deductible therein, which is available to indemnify the chartered professional accountant at the time the claim is made.

In any action, claim, loss or damage arising out of the engagement, The Corporation of the Township of Wellington North agrees and understands that RLB LLP's liability will be several, and not joint and several, and The Corporation of the Township of Wellington North may only claim payment from RLB LLP's proportionate share of the total liability based on degree of fault.

In no event shall RLB LLP be liable to The Corporation of the Township of Wellington North whether the claim be in tort, contract or otherwise, for an amount in excess of the professional fees paid by The Corporation of the Township of Wellington North for the engagement to RLB LLP during the twelve month period commencing from the date of this letter.

**Indemnification for Misrepresentation**

The Corporation of the Township of Wellington North hereby agrees to release and indemnify RLB LLP and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of The Corporation of the Township of Wellington North's management, regardless of whether such person was acting in The Corporation of the Township of Wellington North's interest. This release and indemnification will survive termination of this engagement letter.

**Working Papers**

All working papers and files, other materials, reports and work created, developed or performed by RLB LLP during the course of the audit are the property of RLB LLP, constitute confidential information and will be retained by us in accordance with our Firm's policies and procedures.

**File Inspections**

In accordance with professional regulations (and by our Firm's policy), our client files may periodically be reviewed by practice inspectors, [including the Canadian Public Accountability Board (CPAB)] and by other file quality reviewers to ensure that we are adhering to professional and our Firm's standards. File reviewers are required to maintain the confidentiality of client information.

**Costs of Responding to Government or Legal Processes**

In the event we are requested or authorized by The Corporation of the Township of Wellington North or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for The Corporation of the Township of Wellington North, The Corporation of the Township of Wellington North will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

**Governing Law**

This engagement letter is subject to and governed by the laws of the Province of Ontario, Canada. The Province of Ontario, Canada will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

**Timely Performance**

RLB LLP will use all reasonable efforts to complete within any agreed upon time frame the performance of the services described in this engagement letter. However, RLB LLP shall not be liable for failures or delays in performance that arise from causes beyond its control, including the untimely performance by The Corporation of the Township of Wellington North of its obligations.

**Termination**

Management and, where appropriate, those charged with governance acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the engagement. Either party may terminate this agreement for any reason upon providing written notice to the other party [not less than 30 calendar days before the effective date of termination]. If early termination takes place, The Corporation of the Township of Wellington North shall be responsible for all time and expenses incurred up to the termination date.

If we are unable to complete the engagement or are unable to form an opinion on the consolidated financial statements, we may withdraw from the engagement before issuing the audit report, or we may issue a denial of opinion on the consolidated financial statements. If this occurs, we will communicate the reasons and provide details.

**Other Matters**

The foregoing comments deal only with our engagement as your corporation's auditor. In the fields of taxation, management accounting and other financial matters, we would be pleased to be of further service.

Normally, our work in the area of HST and other commodity taxes is limited to that appropriate to ensure the consolidated financial statements are not materially misstated. Accordingly, the audit process may not detect situations where you are incorrectly collecting HST or incorrectly claiming input tax credits, unless material. As you are aware, failure to properly account for the HST could result in you or your corporation becoming liable for tax, interest or penalties. These situations may also arise for provincial sales taxes, custom duties and excise taxes. Accordingly, only upon your written request, will we undertake a special engagement to perform detailed work in the area of HST and other commodity taxes, as allowed by the Rules of Professional Conduct/Code of Ethics.

Our engagement cannot be relied on to uncover errors or irregularities in the underlying information incorporated in the income tax returns, should any exist. However, we will inform you of any such matters that come to our attention.

We look forward to being of service to you. The arrangements outlined in this letter will be reviewed with you annually but will continue in effect from year to year unless changed by either party in writing. If these arrangements are in accordance with your understandings, please sign the letter in the space provided and return one copy to us. If you have any questions about these or other matters relating to any of our professional services, we would be pleased to discuss them further with you.

Yours truly,



M. D. P. Short, MBA, CPA, CA, is responsible for the engagement and its performance, and for the report that is issued on behalf of RLB LLP, and who, where required, has the appropriate authority, from a professional, legal or regulatory body.

I agree with your understanding of the terms of your engagement as auditors of The Corporation of the Township of Wellington North as set out in this letter.

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

Per:

\_\_\_\_\_  
Adam McNabb

Date: \_\_\_\_\_

## APPENDIX A

**INDEPENDENT AUDITOR'S REPORT**

To the Members of Council, Inhabitants and Ratepayers of: The Corporation of the Township of Wellington North

**Opinion**

We have audited the accompanying consolidated financial statements of The Corporation of the Township of Wellington North, which comprise the statement of financial position as at December 31, 2018 and the statements of operations and change in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Township of Wellington North as at December 31, 2018 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

**Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of The Corporation of the Township of Wellington North in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Responsibility of Management and Those Charged with Governance for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the corporation's financial reporting process.

**Auditor's Responsibility for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of the auditor's responsibilities for the audit of the consolidated financial statements is located at RLB LLP's website at: [www.rlb.ca/additional-auditor-responsibilities-consolidated](http://www.rlb.ca/additional-auditor-responsibilities-consolidated). This description forms part of our auditor's report.

Guelph, Ontario

Chartered Professional Accountants  
Licensed Public Accountants





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**TO: MAYOR AND MEMBERS OF COUNCIL,  
Meeting of January 14<sup>th</sup>, 2019**

**FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER**

**SUBJECT: REPORT EDO 2019-001  
MAYORS ROUNDTABLE – MANUFACTURING SECTOR**

### **RECOMMENDATION**

**That** the Council of the Township of Wellington North receive for information Economic Development Officer report EDO-2019-001 dated January 14<sup>th</sup>, 2019 being a report on the Mayors Roundtable with the Manufacturing Sector.

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

None

### **BACKGROUND**

On Dec. 11<sup>th</sup>, 2018 the Mayor hosted a Mayors Roundtable with six of our larger employers/manufacturers at Golden Valley Farms in Arthur. Representatives from the following companies participated:

- All Treat Farms
- Musashi
- Dana Long
- Golden Valley Farms
- Quality Homes
- Vintex

Jana Burns the Wellington County Economic Development Director along with our CAO Mike Givens and myself also attended the session along with our Mayor.

The Mayors Roundtable, which we hope was the first in a series of quarterly discussions, was designed to be an informal and open forum. Our intent was to engage everyone in a discussion around common challenges and concerns with the objective being to share as much information as

possible from first-hand experience, to make suggestions and to discuss improvement opportunities moving forward. The topics for discussion at this first roundtable included the following:

- **Workforce** challenges
- **Housing** requirements including affordable and rental
- **Transportation** issues and options
- **Talent/Immigrant** attraction and involvement

While the issues that we discussed and mutually agreed were significant challenges they are not new or unique to Wellington North. Certainly, from an Arthur perspective the lack of capacity at the Arthur Wastewater Treatment plant is a significant issue when it comes to housing and attracting new workers to our community. That being said we all need to work together, (government, business and the community) to come up with creative solutions to these challenges.

Mayor Lennox has already reached out to MPP Randy Pettapiece to challenge the Provincial Government to work with us on solutions to these challenges and MPP Pettapiece has agreed to attend our next roundtable meeting. Throughout 2019 we will continue to engage the media, our community and developers in the discussion as well.

On December 19<sup>th</sup> a follow-up communication along with a summary of the roundtable was distributed to the attendees. For your information a brief overview of some of the information and resources provided back to the attendees follows:

### **Workforce/Talent Attraction**

- 1) A copy of the **Manufacturing Quits** Study Summary Report was provided. This information is useful as it provides pretty good insight into why workers leave from a worker's perspective. Quite often their reasons are quite different then what employers believe the top reasons are why people are quitting.
- 2) Immigrant Services Guelph-Wellington has an employment programme called "**Circle of Learning**". It is a pre-employment programme which covers topics such as Canadian workplace culture, interview skills, worker health and safety and manufacturing knowledge. It is facilitated by Sohrab Rahmaty, and to date he has placed over 200 newcomers in a wide range of sectors in the Guelph area including manufacturing, construction and the service sector. A brochure was also provided outlining the details about the programme and if any of the manufacturers were interested, I offered to connect them with Sohrab who has also offered to come to Wellington North and meet directly with any company that was interested,
- 3) **Tom Lusic** position with Wellington County Economic Development concentrates on talent attraction and retention. Tom oversees a variety of Live and Work initiatives, advises employers about immigration programs and is building employment focused partnerships with local post-secondary institutions, the settlement sector and ethno-cultural groups. Tom works for Jana who they all met at the roundtable and is our go-to-person when it comes to talent attraction. Everyone was encouraged to connect with Tom or invite him to talk to their team about talent attraction. Tom was copied on the email, so everyone now has his email contact information. Tom is also willing to share the work currently underway to create an employer focused Wellington County Immigration toolkit and the five key principles employers need to understand.



## Transportation

- 1) The need for transit is well known and in June 2018 the Ministry of Transportation of Ontario (MTO) announced that they had approved a \$499,950 grant to the County of Wellington to develop a demand-based ridesharing system that would service all of Wellington County. The new ridesharing service called **Rideco**, <https://www.rideco.com/> which at that time we anticipated launching in April 2019, would have utilized a mobile app to book, pay and track trips. A call centre would also have been available for residents that do not have a mobile phone.

The impact this grant would have had on our rural communities would have been tremendous and would have provided more options for local employers and their workers and would have brought us one step closer to connecting our rural and urban communities. Along with the County we have spent significant time and energy on this program, unfortunately with the change in Provincial Government it no longer appears as though Rural Transportation is a priority for the provincial government as we were recently told not to expect the approved grant to be provided. This is very disappointing news and has certainly set us back in terms of dealing with this issue and will be a point of discussion with MPP Pettapiece.

## Housing

- 1) Some attendees were not aware of the Community Growth Plan recently completed by Wellington North and for those interested in it they were provided with the following link. <https://wellington-north.com/government/strategic-plan/community-growth-plan-final-report>. A two-page overview of the Growth Plan was also provided. Housing Growth in Wellington North is at an all-time high and we fully expect this to continue for many years. Development Charge incentives have also been put in place to encourage Purpose Built Rental Housing and while we are only now starting to see some uptake with this program, we hope it will be well used in the future.
- 2) The Province recently announced that they intend to develop a broad-based action plan to help increase the supply of housing in Ontario. To inform the plan the government wants to hear Ontarians views on how to expand the supply of ownership and rental housing in Ontario. We encouraged all participants to contribute to this plan by visiting the following link and providing their input until January 25<sup>th</sup>. <http://www.mah.gov.on.ca/Page20902.aspx>
- 3) There was also some interest by the participants to pursue with the development community the discussion we had regarding rental properties built specifically to house employees of their company. To assist in this discussion, we asked each company to provide us with some information to help gauge interest and to assist in developing a strategy for moving forward.

Attracting new investment and workers into our community is a challenge for most rural communities and it is important that we try innovative new ways to attract investment and to address the challenges that we face. We are hopeful that by working together with our employers and the community as a whole we will be able to come up with solutions to some of these challenges.

Vintex have offered to host the next Mayors Roundtable and we anticipate this will take place sometime in February. We are currently waiting on MPP Pettapiece's office to get back to us with some available dates and once this is received, we will be able to finalize.

<b>FINANCIAL CONSIDERATIONS/CONCLUSION</b>
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There are no real costs associated with the Roundtable meetings themselves however some of the solutions that might be identified during these discussions will require funding. These will be dealt with individually.

<b>STRATEGIC PLAN</b>
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Do the report's recommendations advance the Strategy's implementation?

X **Yes**                       No                       N/A

Which pillars does this report support?

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

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
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*Dale Small*

*Mike Givens*

<b>DALE SMALL ECONOMIC DEVELOPMENT OFFICER</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JANUARY 14, 2019**

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

**SUBJECT: REPORT CLK 2019-001 BEING AN UPDATE REPORT ON THE  
LICENSING AND RETAIL SALE OF CANNABIS**

**RECOMMENDATION**

**OPTION 1**

**THAT** the Council of The Corporation of the Township of Wellington North receive Report CLK 2019-001 being a report on the licensing and retail sale of cannabis;

**AND FURTHER THAT** Council hereby opt-in to permit the retail sales of cannabis in the Township of Wellington North;

**OPTION 2**

**THAT** the Council of The Corporation of the Township of Wellington North receive Report CLK 2019-001 being a report on the licensing and retail sale of cannabis;

**AND FURTHER THAT** Council hereby opt-out and not permit the retail sales of cannabis in the Township of Wellington North.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

CLK 2018-050 being a report on the licensing and retail sale of cannabis

CLK 2018-051 being a report on the legalizing of cannabis

CLK 2018-057 being an update report on the licensing and retail sale of cannabis

**BACKGROUND**

Since Reports CLK 2018-050, CLK 2018-051 and CLK 2018-057 were received by Council, additional information has become available.

O Reg 468/18 was amended on December 13, 2018. The following is a summary of the amendments:

- No more than 25 retail store authorizations may be issued and in effect at any given in municipalities with populations more than 50,000
- 5 stores in the Toronto Region; 6 stores in the GTA Region; 5 stores in the East Region; 2 stores in the North Region and 7 stores in the West Region.

A list of municipalities who have opted in/out as of January 8, 2019 are shown on Schedule A.

The Mount Forest Chamber polled the members with the following question:

*Do you feel retail cannabis in Wellington North would be advantageous for local economy and business?*

- Yes 74%
- No 26%

The results of the community on-line survey, tabled at the December 17, 2018 meeting and attached to the minutes of that meeting showed 60.83% support having retail cannabis stores in Wellington North and 37.67% not in support. With a population size of 12,500 and a response rate of 623, the confidence level in the results is 99% with a margin of error of 5%.

To date the Provincial government's proposed amendments to the Ontario Cannabis Act do not include any role for municipalities in terms of licensing or zoning. Private retailers will have to be licensed by the Provincial government.

It should be noted that the Federal government's intended policy outcomes for legalization: keeping the substance away from youth and eliminating the black market.

<b>FINANCIAL CONSIDERATIONS</b>
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A decision to opt out will impact the municipality's access to revenue allocations that would otherwise offset costs related to recreational cannabis retail sales. At this point the incremental cost increase to municipalities related to the legalization of cannabis and possible share of federal excise duty is not known.

<b>STRATEGIC PLAN</b>
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Do the report's recommendations advance the Strategy's implementation?

Yes                       No                       N/A

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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## SCHEDULE A

List of municipalities who have opted in/out as of January 8, 2019

[http://agco.ca/cannabis/list-ontario-municipalities-prohibiting-or-allowing-cannabis-retail-stores?utm\\_medium=email&utm\\_campaign=Cannabis-](http://agco.ca/cannabis/list-ontario-municipalities-prohibiting-or-allowing-cannabis-retail-stores?utm_medium=email&utm_campaign=Cannabis-)

MUNICIPALITY	OUT	IN
Township of Blandford-Blenheim	X	
Municipality of Bluewater	X	
Township of Centre Wellington	X	
Township of Dorion	X	
Township of East Zorra-Tavistock	X	
Town of Erin	X	
Township of Frontenac Islands	X	
Township of Georgian Bluffs	X	
Town of Ingersoll	X	
Township of King	X	
Township of Lake of the Woods	X	
City of Markham	X	
Township of McKellar	X	
Township of Melancthon	X	
City of Mississauga	X	
Town of Niagara-on-the-Lake	X	
Municipality of Northern Bruce Peninsula	X	
Township of Papineau-Cameron	X	
Town of Richmond Hill	X	
Township of Sables-Spanish Rivers	X	
Township of Southgate	X	
Township of St. Clair	X	
Township of Tay	X	
Town of Tecumseh	X	
Town of Wasaga Beach	X	
Township of West Lincoln	X	
Township of Algonquin Highlands		X
Township of Armour		X
Township of Athens		X
Municipality of Bayham		X
Township of Black River-Matheson		X
Municipality of Callander		X
Municipality of Chatham-Kent		X
City of Clarence-Rockland		X
Township of Dawn-Euphemia		X
United Townships of Dysart, Dudley, Harcourt, Guilford, Harburn, Bruton, Havelock, Eyre and Clyde		X
Township of Ear Falls		X
Township of East Ferris		X

City of Elliot Lake	X
Municipality of French River	X
City of Greater Sudbury	X
City of Guelph	X
Town of Hearst	X
Municipality of Highlands East	X
Town of Huntsville	X
Town of Iroquois Falls	X
Township of Johnson	X
Municipality of Kincardine	X
Town of Latchford	X
Municipality of Leamington	X
City of London	X
Town of Marathon	X
Township of Minden Hills	X
Township of Nairn and Hyman	X
Municipality of Neebing	X
City of North Bay	X
Township of North Frontenac	X
Municipality of North Middlesex	X
Municipality of Oliver Paipoonge	X
Town of Orangeville	X
City of Ottawa	X
City of Owen Sound	X
Town of Perth	X
Township of Plummer Additional	X
Township of Prince	X
Municipality of Red Lake	X
City of Sarnia	X
Municipality of Sioux Lookout	X
Town of Smiths Falls	X
Township of South Frontenac	X
Township of South Glengarry	X
Township of South Stormont	X
Town of Spanish	X
Municipality of St.-Charles	X
Municipality of Strathroy-Caradoc	X
Township of Tarbutt	X
Township of The North Shore	X
City of Toronto	X
Municipality of Trent Hills	X
Municipality of Trent Lakes	X
Township of Tudor and Cashel	X
Township of Zorra	X



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF**

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

**SUBJECT: REPORT CLK 2019-002 BEING A REPORT ON CLERK'S  
DEPARTMENT 2018 YEAR END REVIEW**

### **RECOMMENDATION**

**THAT** Report CLK 2019-002 being a report on Clerk's Department 2018 year end review be received for information.

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

CLK 2016-005 Admin & Finance being a report on the Clerk's Department 2015 year end review.

CLK 2017-004 being a report on the Clerk's department 2016 year end review

CLK 2018-008 being a report on Clerk's Department 2017 year end review

### **BACKGROUND**

The Clerk's department is comprised of four full time employees including the Director of Legislative Services/Clerk, Deputy Clerk, Administrative Support Coordinator and Receptionist. A summer student was hired to assist with information and record management, supporting the Building, Treasury and Clerk's department.

The Roads Foreman at the Mount Forest works yard is responsible for all the burials in the Mount Forest Cemetery under the supervision of the Director of Legislative Services/Clerk.

The Clerk's department works closely with all departments to ensure continuity of service and to provide assistance as required including Finance, Fire, Building and Operations.



Members of the Clerk's department also sit on the Joint Health & Safety Committee and Wellness Committee.

The Clerk's department;

- manages inventory/office supplies
- Council support (registration for conferences, etc.)
- problem solving with telephones, faxes, printers and copiers
- welcome packages
- water sample bottles
- blue bin distribution on behalf of the County
- vital statistics, birth marriage, death
- canine control
- cemetery
- records management
- planning including circulation lists and consents
- livestock claims
- lottery licensing
- support as required to building, fire, operations.

Attached as Schedule "A" is a listing of the daily activities and metrics provided by the Clerk's department in 2018.

The Clerk's department completed these special projects in 2018:

### **Telephone System**

The 2018 budget provided for a \$35,000.00 capital expenditure to replace the existing 20 year old Nortel phones. In conjunction with Frey Communications, staff chose a Cisco system.

The new phones will realize annual cost savings of approximately \$12,000.00 provide a more cohesive front service with efficiencies realized through a central call in line.

### **Information Management/Records retention/organization**

Information management is a living project and the responsibility of all staff and elected officials. A new Information Management and Records Retention by-law was passed in 2017. One of the administration team regularly attends a Records Management working group to keep current on legislative changes and best practices.

### **Cemetery:**

In 2017 Wellington North began a process of recording all cemetery data into a central repository. In 2018 the coop student and summer student began inputting the data into a website called Find A Grave <https://www.findagrave.com/>. In 2019 the Wellington North Cultural Roundtable will be presented with the research activity to date and ask to participate in photographing all the headstones and markers to add to the Find A Grave information.

A scattering garden was created by the Superintendent of the cemetery providing another option for placing cremated remains. Work continued on the tree canopy, reducing the risk that a tree limb might fall and damage headstones, the grounds or a visitor. Signage was installed at the cemetery, see Schedule B.

### **2018 Municipal Election**

2018 was a municipal election year. A report CLK 2018-058 being a report regarding the October 22, 2018 municipal election was received for information by Council on December 17, 2018 highlighting increased voter turnout, decreased costs, challenges and opportunities.

### **Door to Door Sales strategy**

As early as 2016 it became evident that like many other municipalities, our ratepayers, particularly the most vulnerable were being targeted by door to door sales scams. As a result we passed a new business licensing by-law, increased consumer awareness and in 2018 passed a strategy to deal with the issue. The strategy will be reviewed in July 2019.

### **Municipal Career Fair**

The following information was identified:

- **50%** municipal employees are eligible for retirement in the next 5-10 yrs
- In Wellington North **37.5%** (18 of 48 F/T staff) indicated in a confidential survey they are leaving or retiring within 5 yrs

It was determined that a career fair would be held, targeting high school students in Wellington Heights. This was a joint venture between Human Resources, Clerk, CAO and Michael Skiperis, Teacher at Wellington Heights.

More than 400 students attended the event and departments from Wellington North were represented by Operations/Water/Roads, Building, Engineering, Human Resources and Administration. The students were engaged by interactive displays at each booth in addition to being encouraged to ask questions and review the jobs board and provide feedback.

### **Authorized Requester Information Services ARIS**

At the request of by-law enforcement and the fire department, the Clerk's office implemented the process to register for ARIS. Once the registration is finalized, in early spring 2019, we will be able to access motor vehicle collision reports to be used for cost recovery purposes through insurers. By-law enforcement will be able to utilize the information to determine ownership of vehicles. The enrollment in the system is very process driven and takes several months for MTO to approve.

<b>FINANCIAL CONSIDERATIONS</b>
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There are no costs associated with receiving this report.

<b>STRATEGIC PLAN</b>
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Does the information in the report advance the Strategy's implementation?

Yes                       No                       N/A

Which pillars does this report support?

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

By providing a listing with metrics of what activities the Clerk's department provides it may increase Council and the public's understanding of the services provided to ratepayers.

By publically acknowledging members of the Clerk's department and the contribution they play in providing important municipal services it helps create a positive healthy work environment.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>

## SCHEDULE A

ITEM	MEASURE			
	2015	2016	2017	2018
<b>ADMINISTRATION</b>				
Burial Permits	149	115	34	Zero
Registration of Deaths	193	175	164	137
Cemetery lot transfers	5	3	6	5
Cemetery plot sales /columbarium sales	23	38	11P 7C	12P 11C
Burials in Mount Forest cemetery				
• Columbarium	65	8	9	11
• Standard burial		26	21	19
• Cremated remains in standard plot		19	16	23
• Chapel storage over winter		9	6	12
Cemetery research on request in hours	35	40	60	52
Burn Permits issued	235	345	308	372
Dog licenses issued/processed	522	762	2188	1,846
Civic Addresses		46	25	35
Lottery licenses issued/reported	37	23	26	28
Marriage licenses issued	43	38	28	38
Planning circulation mail lists generated	26	32	18	19
Severance applications	20	31	16	13
Livestock Claims	8	9	2	4
By-laws	99	104	98	115
Clerk reports	68	85	55	58

MEETINGS						
	2016		2017		2018	
	AGENDAS MINUTES	RES.	AGENDAS MINUTES	RES.	AGENDAS MINUTES	RES.
Council (inc. special)	26	605	28	490	29	463
Closed meetings	9	N/A	14	N/A	11	N/A
Recreation Committee	6	51	6	30	4	18
Com of Adjustment	4	29	8	28	7	32
Public Meetings under the Planning Act	5	7	12	12	9	9
Cultural Roundtable Committee	10	31	8	21	7	21
Court of Revision	3	9	3	9	2	4
Aquatic Committee					5	22
BMX bike/skateboard Park Committee					2	7



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JANUARY 14, 2019**

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

**SUBJECT: REPORT CLK 2019-003 BEING A REPORT ON SALE OF LAND  
100 SOUTH WATER STREET**

#### **RECOMMENDATION**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Wellington North receive report CLK 2019-003 being a report on a sale of land known as 100 South Water Street;

**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington not support amending the agreement of purchase and sale by waiving the provision in Section 15 a) that provides the vendors costs of the transaction shall be paid by the purchaser.

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

Report CLK 2018-046 being a report on a sale of land known as 100 South Water Street

Report CLK 2017-009 being a closed report on the purchase of 100 South Water Street

#### **BACKGROUND**

Report CLK 2018-046 was received by Council on October 9, 2018 and the following resolution was passed:

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Wellington North receive report CLK 2018-046 being a report on a sale of land known as 100 South Water Street;  
**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington North hereby declares the land known as Part 2 on 60R-2883 to be surplus;  
**AND FURTHER THAT** The Council of the Corporation of the Township of Wellington North direct staff to work with Margaret Reid to finalize an Agreement of Purchase and Sale for the above lands for an amount not less than \$5,000.

**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.*

On November 19<sup>th</sup> By-law Number 099-18 was passed, being a by-law to authorize the sale of real property being Parts 1 and 2 on Reference Plan 60R-2883 known as 100 South Water Street to Margaret Reid. Section 15 a) of the Schedule attached to that by-law provided:

*The transfer or deed of the subject lands will be prepared at the expense of the purchaser in the form acceptable to the solicitors for the purchaser and the purchaser will pay all land transfer tax, harmonized sales tax and other costs of the vendor in connection with the drafting of this APS and the registration of the transfer or deed. Harmonized Sales Tax and the purchaser shall be responsible for its own legal fees and disbursements.*

The purchaser has now signed the offer back with an amendment to Section 15 a) as follows:

*The transfer or deed of the subject lands will be prepared at ~~the expense of the purchaser~~ in the form acceptable to the solicitors for the purchaser and the purchaser will pay all land transfer tax, harmonized sales tax and ~~other costs of the vendor in connection with the drafting of this APS and the registration of the transfer or deed.~~ Harmonized Sales Tax and the purchaser shall be responsible for its own legal fees and disbursements.*

A copy of the signed back APS is attached as Schedule A.

This land was conveyed to the municipality by the Ministry of Transportation in March, 2018 for a purchase price of \$5,000.00. The conveyance was at the request of the MTO. Our legal fees related that transaction were \$1,525.46. The conveyance to the purchaser was at the request of the purchaser in order to extinguish a right of way over municipally owned property to access the purchaser's property.

Historically if the municipality conveys land, we would pay our own legal expenses, however those transactions usually involve more expensive properties, there is an expectation that something would be constructed, or create jobs, and the municipality would realize an increase in tax revenue.

Township staff does not support taxpayer's subsidizing a single property owner who will benefit from the use and ownership of this property in perpetuity.

### **FINANCIAL CONSIDERATIONS**

When the property was acquired from MTO, the cost to the municipality was \$6,525.46 (inclusive of the legal fees).

Sale of this property by the municipality will generate \$5,000 if the purchase pays the legal fees. If the municipality waives the condition that the purchaser pay Wellington

North's legal fees then the municipality will realize \$5,000.00 less the estimated cost of the fees (\$1,500.00) for a net revenue of \$3,500.00.

<b>STRATEGIC PLAN</b>
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Do the report's recommendations advance the Strategy's implementation?

Yes

No

N/A

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES</b>	<b>MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER</b>
-------------------------------------------------------------------	---------------------------------------------------------

## SCHEDULE A

**AGREEMENT OF PURCHASE AND SALE (hereinafter called this "APS")**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the "Vendor")

-and-

MARGARET WINNIFRED REID  
(the "Purchaser")

**WHEREAS** the Purchaser is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Purchaser's Property");

**AND WHEREAS** the Vendor is the owner, in fee simple, and offers to sell those lands more particularly described in Schedule "B" (the "Subject Lands");

**NOW THEREFORE IN CONSIDERATION** of two dollars (\$2.00), the mutual covenants and premises in this APS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION I  
GENERAL**

1. The Purchaser agrees to purchase the Subject Lands and the Vendor agrees to sell the Subject Lands according to the terms of this APS.
2. In consideration of the agreement referred to in the preceding paragraph, the parties agree as follows:
  - (a) the Purchaser shall pay a total Purchase Price of Five Thousand Dollars (\$5,000.00) to the Vendor; and
  - (b) the Purchaser Price shall be subject to adjustments and shall be paid to the Vendor on the Completion Date, by bank draft or certified cheque.

**SECTION II  
PURCHASE OF SUBJECT LANDS**

3. Transfer or Deed
  - (a) The Vendor agrees to transfer or deed the Subject Lands to the Purchaser subject to the terms of this APS.
4. Completion Date
  - (a) The closing of this transaction shall take place on December 14, 2018, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Subject Lands 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 Subject Lands.

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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 APS 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 seven (7) days of the execution of this APS any documents, reports or information in its possession in respect to the Subject Lands. 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

The Purchaser acknowledges that it is acquiring the Subject Lands in an "as is" condition and that it must satisfy itself within seven (7) days of the execution of this APS regarding the condition of the Subject Lands including, but not limited to, all existing physical conditions of this Subject Lands, 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 Subject Lands. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Subject Lands or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Subject Lands. 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 Subject Lands, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this APS 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 Subject Lands 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 APS, restore the Subject Lands 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 Subject Lands prior to executing this 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

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- (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 Subject Lands by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this APS.
10. Property Not For Resale
- (a) The Purchaser covenants that it is purchasing the Subject Lands for a lot addition to and consolidation with the Purchaser's Property and not for resale or any other purpose.

#### SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Subject Lands
- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Subject Lands 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.
12. 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 Subject Lands. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel this APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.
13. Removal of Easements
- (a) Immediately prior to closing, the Vendor and Purchaser shall cause to be registered Applications to Delete Easement in respect of instrument RO805714 and RON96116.
14. By-law to Close a Portion of a Highway
- (a) Prior to closing, the Vendor shall pass a by-law to close a portion of a highway pursuant to section 34 of the Municipal Act, 2001 in respect of the Subject Lands and a certified copy of such by-law shall be registered on title to the Subject Lands prior to closing.

#### SECTION V COMPLETING THE TRANSACTION

15. Transfer or Deed
- (a) ~~The Transfer or Deed of the Subject Lands will be prepared at the expense of the Purchaser 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 of the Vendor in connection with the drafting of this APS and the registration of the Transfer or Deed. The Purchaser shall be responsible for its own legal fees and disbursements.~~
16. 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

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delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer or 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.

17. 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.
18. Examination of Title
  - (a) Title to the Subject Lands 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 subject to paragraph 13 above.
  - (b) The Purchaser is allowed seven (7) 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 Subject Lands 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 Subject Lands.
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. Warranties by the Parties
  - (a) The Purchaser warrants as follows:
    - (i) immediately following the transfer of the Subject Lands, the Purchaser shall register an application to consolidate the Subject Lands with the Purchaser's Property resulting in a single parcel of land. In the event that the Purchaser requires a consent pursuant to

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the Planning Act, R.S.O. 1990 c.P.13 as amended to effect consolidation of the Subject Lands and the Purchaser's Property, the Purchaser will obtain such consent and effect such consolidation within six (6) of the Completion Date failing which the Subject Lands shall be re-conveyed to the Vendor at no cost to the Vendor.

The above warranties shall survive closing.

22. 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 transfer or deed of the Subject Lands;
  - (ii) any survey or reference plan of the Subject Lands;
  - (iii) a Statutory Declaration by the individual or authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
  - (iv) a Statutory Declaration by the individual or authorized officer of the Vendor as to possession of the Subject Lands in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by the individual or 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 the Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by this APS.

23. 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 Subject Lands 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 Subject Lands; and
    - (3) the Subject Lands 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

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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

- 24. Entire APS
  - (a) There is no representation, warranty, collateral agreement or condition affecting this APS of the Subject Lands other than expressed herein.
- 25. 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.
- 26. Time of Essence
  - (a) Time shall be of the essence of this APS.
- 27. Planning Act
  - (a) This APS 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.
- 28. Notices
  - (a) All notices in this APS 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:**

Deverell and Lemaich LLP  
 ATTENTION: Noemi Ramirez, B.A., J.D. – Associate Lawyer  
 166 Main Street South,  
 Mount Forest, ON NoG 2Lo  
 Fax: (519) 323-3877

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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.

29. Successors and Assigns

- (a) The Purchaser shall not be permitted to assign all of its right, title and interest in and to this APS. The Vendor agrees to engross the transfer or deed of the Subject Lands in the name of Margaret Winnifred Reid, and the Vendors agree to complete the transaction contemplated by this APS on the Completion Date with such name. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This APS shall be binding upon the parties hereto and their respective successors and assigns.

30. Schedules

- (a) The following Schedules shall form an integral part of this APS:
- (i) Schedule "A" Description of the Purchaser's Property
  - (ii) Schedule "B" Description of the Subject Lands

31. Acceptance by Fax

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

32. Counterparts

- (a) This APS 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.

33. Severability

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

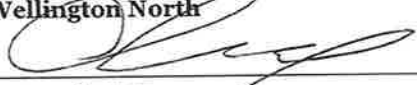
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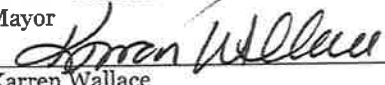
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IN WITNESS WHEREOF the parties have executed this APS this 7<sup>th</sup> day of December, 2018.

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



Andrew Lennox  
Mayor



Karren Wallace  
Clerk

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



Witness

Name:

)  
)  
)  
)



**Margaret Winnifred Reid**





**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE PURCHASER'S 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:

LT 1 W/S S MARKET ST PL TOWN OF MOUNT FOREST MOUNT FOREST  
EXCEPT CN11528; T/W RO805714; WELLINGTON NORTH

PIN: 71053-0050 (LT)

*see AL n*

**SCHEDULE "B"**  
**LEGAL DESCRIPTION OF THE SUBJECT 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 compromised of:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PTS 1 & 2, 60R2883;  
S/T RON96116; WELLINGTON NORTH

PIN: 71053-0049 (LT)

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JANUARY 14, 2019**

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

**SUBJECT: REPORT CLK 2019-004 BEING A REPORT ON REQUEST FOR  
QUOTES 2018-020 CONTRACT 1 AND 2018-021 CONTRACT 2  
AWARD (DRAIN 19 BRUBACHER)**

#### **RECOMMENDATION**

##### **FIRST RECOMMENDATION**

**THAT** Council of the Township of Wellington North receive Report CLK 2019-004 being a report to award Request for Quote (RFQ) 2018-020 Contract 1 and 2018-021 Contract 2 Drain 19 (Brubacher);

**AND FURTHER THAT** the Council of the Township of Wellington North award RFQ 2018-020 Contract 1 to AWF Contractors Ltd. at a price of \$30,937.00 excluding HST.

##### **SECOND RECOMMENDATION**

**THAT** Council of the Township of Wellington North receive Report CLK 2019-004 being a report to award Request for Quote (RFQ) 2018-020 Contract 1 and 2018-021 Contract 2 Drain 19 (Brubacher);

**AND FURTHER THAT** the Council of the Township of Wellington North award RFQ 2018-021 Contract 2 to Hornblower Horizontal Earthboring Ltd. at a price of \$13,400.00 excluding HST.

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

CLK 2017-024 being a report regarding a petition for drainage works under the Drainage Act on North Part Lot 3, Concession 10 (formerly West Luther)

Report CLK 2018-042 being a report consider the final engineer's report for the proposed drainage works for the West Luther Drain 19 Brubacher Drain;

#### **BACKGROUND**

On July 24, 2017 a Petition for Drainage Works by Owners under the *Drainage Act* (the Act) was filed with the Clerk of the Township of Wellington North for drainage works to be constructed on North Part Lot 3, Concession 10 (formerly West Luther). The Council of the Township of Wellington North approved the request and appointed K. Smart & Associates Limited as the engineer.

The project was broken into 2 Contracts. Tenders for construction were issued on November 28, 2018 and closed on December 19, 2018 at 2:00 p.m.

Contract 1-Works

The Township received 1 bid. A RFQ summary is attached as Schedule A for Council's review. Based upon the bid results, K. Smart and Associates Limited is recommending RFQ 2018-020 be awarded to AWF Contractors Ltd. a price of \$30,937.00 excluding HST. Staff concur with this recommendation.

Contract 2-Road Crossing

The Township received 2 bids. A RFQ summary is attached as Schedule B for Council's review. Based upon the bid results, K. Smart and Associates Limited is recommending RFQ 2018-021 be awarded to Hornblower Horizontal Earthboring Ltd. a price of \$13,400.00 excluding HST. Staff concur with this recommendation.

**FINANCIAL CONSIDERATIONS**

The estimated cost of the township's share of construction is \$26,415.00. It is anticipated the work will be complete in 2019.

**STRATEGIC PLAN**

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

- Yes                       No                       N/A

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

*Karren Wallace*

*Michael Givens, CAO*

<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
----------------------------------------------------------------------	--------------------------------------------------------

## SCHEDULE A

Item	Stations	Description	Unit	Quantity	Engineer's Estimate		AWF Contractors	
					Unit Price	Cost	Unit Price	Cost
<b>i) Branch D</b>								
1	0+419 to 0+658	Excavation of 239m of widened ditch 300mm from existing bottom of ditch, 5m width 1.5:1 side slopes including seeding	m	239	32.00	7,700.00	10.46	2,500.00
2	0+419 to 0+658	Haul 1840m <sup>3</sup> spoils to STA. 0+683 to 1+410 Br. E	L.S.	1	3,000.00	3,000.00	2,500.00	2,500.00
3	0+658	Place 30m <sup>2</sup> of 300mm dia. riprap	m <sup>2</sup>	30	65.00	2,000.00	40.00	1,200.00
<b>Sub Total Part i)</b>						<b>12,700.00</b>		<b>6,200.00</b>
<b>ii) Branch E</b>								
4	0+658 to 0+664	Install 6m of 750mm dia. HDPE pipe with rodent gate at outlet using materials supplied by landowner	m	6	97.00	580.00	10.00	60.00
5	0+658 to 0+958	Fill in existing ditch and grade as an overflow swale (2m bottom 8:1 side slopes 0.2m deep) with spoils from Sta. 0+419 to 0+658, Br. D	m	300	8.00	2,400.00	7.00	2,100.00
6	0+664 to 0+958	Install 294m of 675mm dia. concrete tile using materials supplied by landowner	m	294	18.00	5,310.00	10.00	2,940.00
7	0+658 to 0+683	Construct WASCoB including 80m of 0.6m high earth berm, 25m long x 1m wide spillway with 25m <sup>2</sup> of riprap, place new 300mm dia. Hickenbottom with 4m of 300mm tubing	L.S.	1	4,000.00	4,000.00	2,000.00	2,000.00
8	0+683 to 0+958	Seeding of overflow swale (7m width)	m <sup>2</sup>	1,925	3.50	6,737.50	0.10	200.00
9	0+948	Remove 6m long x 1600mm dia. CSP laneway culvert and leave for landowner's salvage	L.S.	1	1,000.00	1,000.00	250.00	250.00
10	0+958	Construct 1200 x 1200mm JB including connections	L.S.	1	3,000.00	3,000.00	2,000.00	2,000.00
11	0+958 to 1+271	Install 313m of 525mm dia. concrete tile using materials supplied by landowner	m	313	30.00	9,445.00	10.00	3,130.00
12	0+958 to 1+419	Fill in existing ditch and grade as an overflow swale (2m bottom 8:1 side slopes 0.2m deep)	m	461	8.00	4,000.00	7.00	3,227.00
13	1+271	Construct 900 x 1200mm DICB with birdcage grate	L.S.	1	2,800.00	2,800.00	1,500.00	1,500.00
14	1+271	Place 4m <sup>2</sup> of riprap	m <sup>2</sup>	4	65.00	300.00	62.50	250.00
15	1+271	Regrade road ditch to DICB	m	8	33.00	250.00	31.25	250.00
16	1+271 to 1+410	Install 139m of 450mm dia. concrete tile using materials supplied by landowner	m	139	22.00	3,105.00	10.00	1,390.00
17	1+410	Construct 900 x 1200mm DICB with birdcage grate including 7m of 0.5m high earth berm and 13m <sup>2</sup> of riprap and regrade road ditch to DICB	L.S.	1	2,800.00	2,800.00	3,000.00	3,000.00
<b>Sub Total Part ii)</b>						<b>45,727.50</b>		<b>22,297.00</b>
<b>iii) Branch F</b>								
18	0+000 to 0+154	Install 154m of 450mm dia. concrete tile using materials supplied by landowner	L.S.	154	23.00	3,560.00	10.00	1,540.00
19	0+154	Construct 600 x 600mm DICB with birdcage grate	L.S.	1	1,800.00	1,800.00	700.00	700.00
20	0+154	Place 5m <sup>2</sup> of riprap around DICB	m <sup>2</sup>	5	65.00	350.00	40.00	200.00
<b>Sub Total Part iii)</b>						<b>5,710.00</b>		<b>2,440.00</b>
<b>TOTAL</b>						<b>64,137.50</b>		<b>30,937.00</b>

48.24%

SCHEDULE B

Tenders Opened: December 19, 2018

**WEST LUTHER DRAIN 19 (BRUBACHER IMPROVEMENT)  
CONTRACT 2**

File No. 17-276

Item	Stations	Description	Unit	Quantity	Engineer's Estimate		Hornblower Horiz Earthboring		Van Gorp Farm Drge	
					Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
<b>i) Branch F</b>										
1	0+154 to 0+173	19.5m of 400mm dia. steel smooth wall pipe (6.13mm - 0.250" wall) across road by boring and jacking	L.S.	1	14,000.00	14,100.00	9,000.00	9,000.00	10,950.00	10,950.00
2	0+173	Construct 600 x 600mm DICB with birdcage grate	L.S.	1	1,800.00	1,800.00	2,500.00	2,500.00	2,800.00	2,800.00
3	0+173	Place 5m <sup>2</sup> of riprap around DICB	m <sup>2</sup>	5	65.00	325.00	100.00	500.00	120.00	600.00
4	0+173	6m of 300mm dia. plastic tubing and connect it to existing CB	m	6	50.00	300.00	233.33	1,400.00	233.33	1,400.00
<b>TOTAL</b>						<b>16,525.00</b>		<b>13,400.00</b>		<b>15,750.00</b>

HST Registration No.

102396942

81.09%

105488936 RT0001

117.54%



December 10, 2018

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

RECEIVED  
DEC 17 2018  
TWP. OF WELLINGTON NORTH

Dear Mayor Lennox:

**RE: LAS Natural Gas Program – 2016-17 Period Reserve Fund Rebate**

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$3,057.72**.

This amount represents your municipality's proportionate share of the \$1.5 million reserve fund surplus that is being returned to program members that had accounts enrolled in the LAS Natural Gas Program during the 2016-17 program year (November 1, 2016 - October 31, 2017).

A copy of this letter and the cheque for your municipality has been sent to the designated LAS program contact (see CC below).

Your municipality's share of the program reserve fund was calculated using actual consumption data for all accounts enrolled in the LAS program for the period. The consumption data was aggregated at the organizational level and the payment amount is based on your proportionate share of the total LAS program volume.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Eleonore Schneider, LAS Program Manager at ext. 320 or at [eschneider@amo.on.ca](mailto:eschneider@amo.on.ca).

Sincerely,

A handwritten signature in black ink that reads "Judy Dezell". The signature is fluid and cursive.

Judy Dezell  
Director

CC: Adam McNabb, Director of Finance/Treasurer





December 17, 2018

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

Dear Mayor Lennox:

**RE: LAS Natural Gas Program – 2016-17 Period Reserve Fund Rebate**

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$3,223.80**.

This amount represents your municipality's proportionate share of the \$1.5 million reserve fund surplus that is being returned to program members that had accounts enrolled in the LAS Natural Gas Program during the 2016-17 program year (November 1, 2016 - October 31, 2017).

A copy of this letter and the cheque for your municipality has been sent to the designated LAS program contact (see CC below).

Your municipality's share of the program reserve fund was calculated using actual consumption data for all accounts enrolled in the LAS program for the period. The consumption data was aggregated at the organizational level and the payment amount is based on your proportionate share of the total LAS program volume.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Eleonore Schneider, LAS Program Manager at ext. 320 or at [eschneider@amo.on.ca](mailto:eschneider@amo.on.ca).

Sincerely,

A handwritten signature in black ink that reads "Judy Dezell".

Judy Dezell  
Director

CC: Adam McNabb, Director of Finance/Treasurer





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

**BY-LAW NUMBER 001-19**

**BEING A BY-LAW TO AUTHORIZE TEMPORARY BORROWING  
FROM TIME TO TIME TO MEET CURRENT EXPENDITURES  
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019.**

**AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 407.**

**WHEREAS** the Municipal Act, 2001, S.O. 2001 Chapter 25, Section 407, provides authority for a council by by-law to authorize the head of council and the treasurer to borrow from time to time, by way of promissory note or banker's acceptance, such sums as the council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the corporation for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal board, is limited by Section 407 of the Municipal Act, 2001.

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

1. The Head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2019 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407(1) of the Municipal Act, 2001.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by resolution of council.
3. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been

**By-law Number 001-19**  
**Page 2 of 3**

repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or \$1,000,000.00 whichever is less.

4. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act, 2001 that have not been repaid.
  - a) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.
  - b) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimates revenues of the corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.
5. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

**By-law Number 001-19  
Page 3 of 3**

6. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
7. Promissory Notes or bankers acceptances made under section 1 shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14TH DAY OF JANUARY, 2019.***

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 002-19**

**BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY ON  
ALL ASSESSMENT WITHIN SPECIFIC TAX CLASSES AND TO  
PROVIDE A PENALTY AND INTEREST RATE FOR CURRENT  
TAXES IN DEFAULT AND TAX ARREARS**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,  
Sections 317, 345, 346 and 347.

**WHEREAS** Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may, before the adoption of the estimates for the year pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes, including pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential assessments in the local municipality;

**AND WHEREAS** Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, provides that the amount levied on a property shall not exceed 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**AND WHEREAS** Section 346 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council may require the payment of taxes to be made into the office of the Treasurer by any day or days to be named herein, in bulk or by installments;

**AND WHEREAS** Section 345 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that the Council of a local municipality may impose late payment charges for the non-payment of taxes or any installment by the due date, a percentage charge, not to exceed 1 1/4 per cent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default. and on the first day of each calendar month thereafter in which default continues, but not after the end of the year in which the taxes are levied;

**AND WHEREAS** Section 347 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of any municipality may authorize the Treasurer to accept part payment on account of taxes due and to give a receipt for such part payment, provided that acceptance of any such part payment does not affect the collection of any percentage charge imposed and collectable under Subsection (3) in respect of non-payment of any taxes or any class of taxes or of any installment thereof;

**AND WHEREAS** Section 345 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may require that the Treasurer, add to the amount of all taxes due and unpaid, interest at such rate not exceeding 15 per cent per annum as the Council determines, from the 31<sup>st</sup> day of December in the year in which the taxes were levied until the taxes are paid;

**NOW THEREFORE** the Council of the Corporation of the Township of Wellington North (hereinafter called the Corporation) hereby enacts as follows:

1. **THAT** for the year 2019, 50 per cent of the total amount of taxes for the previous year shall be levied, raised and collected on all real property taxable within the pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential classes, and liable to pay the same according to the last revised assessment roll:
2. **THAT** the said interim tax levy shall be due and payable in two installments at the Township of Wellington North Municipal Office and most chartered banks and financial institutions as designated by the Municipality, on or before the following dates:
 

i.	First Installment	February 22, 2019
ii.	Second Installment	April 26, 2019
3. **THAT** the Treasurer mail or cause same to be sent by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, due dates and penalty and interest rates to be applied upon default.
4. **THAT** failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any installment does not affect the timing of default or the date from which penalty shall be imposed.

5. **THAT** penalty of 1.25 per cent will be added to current taxes with installment due dates which are in default, in accordance with Section 2 of this By-law, as of the 1<sup>st</sup> day of March 2019 and the 1<sup>st</sup> day of May 2019 respectively to each installment due date, and thereafter a further penalty of 1.25 per cent will be added on the 1<sup>st</sup> day of each month and every month the default continues until December 31<sup>st</sup>, 2019.
6. **THAT** interest of 1.25 per cent on the amount of any taxes due and unpaid after December 31, 2019, shall be charged on the 1<sup>st</sup> day of each calendar month thereafter in which the default continues.
7. **THAT** the Treasurer be authorized to accept partial payment for taxes, from time to time, as long as it does not affect the collection of taxes registered for tax collection.
8. **THAT** the Treasurer be required to apply all payments received to the outstanding penalty and/or interest on the taxes that have been in arrears for the greatest period of time.
9. **THAT** the taxes shall be payable at par at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address, or through the telephone banking systems of most chartered banks and financial institutions, or over the counter at most chartered banks and financial institutions.
10. **THAT** this by-law shall be deemed to come into force and effect on January 1, 2019 and shall apply to all tax classes.
11. **THAT** in the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the posers of the Council of the Corporation, only such provision or section, as the case may be, shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
14TH DAY OF JANUARY, 2019.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 003-19**

**BEING A BY-LAW TO AMEND BY-LAW 046-17 BEING A BY-LAW  
TO PROVIDE FOR THE OPERATION AND LICENSING OF  
KENNELS IN THE TOWNSHIP OF WELLINGTON NORTH**

**AND WHEREAS** it is deemed necessary to amend the kennel by-law for Wellington North.

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

1. That the following clause be added to the kennel by-law:
  - 2.31 No person may operate a kennel on an upper floor of any building.
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute all documentation required.
3. The effective date of this By-law shall be the date of its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14TH DAY OF JANUARY, 2019**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 004-19**

**BEING A BY-LAW TO CONSTITUTE AND APPOINT A COMMITTEE  
OF ADJUSTMENT FOR THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH**

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

1. **THAT** a Committee of Adjustment is hereby constituted and the following members of Council are hereby appointed to membership on the Committee of Adjustment:

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

2. **THAT** the term of the appointments will expire on November 30, 2022.
3. **THIS** By-law comes into force on the date of final reading thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14th DAY OF JANUARY, 2019**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**



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

**BY-LAW NUMBER 005-19**

**BEING A BY-LAW TO APPROVE THE APPOINTMENT OF JOHN  
MADDOX AS MEETING INVESTIGATOR AND TO REPEAL BY-  
LAW 082-17**

**Whereas** the Council of the Township of Wellington North wishes to enact a by-law to appoint a Closed Meeting Investigator 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 Corporation of the Township of Wellington North appoints John Maddox as the Closed Meeting Investigator for the Township of Wellington North;
2. THAT the term of Mr. Maddox's appointment be for a four year term commencing January 1, 2019; and,
3. THAT By-law Number 082-17 be hereby repealed on the passage of this by-law.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14TH DAY OF JANUARY, 2019.***

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 006-19**

**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 D attached to By-law 106-18 be replaced with Schedule D on 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 14TH DAY OF JANUARY, 2019.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 006-19**

**SCHEDULE "D"  
FIRE/RESCUE**

Effective January 1, 2019

DESCRIPTION	FEE
<p><b>Inspections: By Request Only</b></p> <p>Single Residence</p> <p>Institution / Industrial / Commercial</p> <p>Apartments / Condominiums</p>	<p>\$100.00</p> <p>\$100.00</p> <p>\$100.00 plus \$10.00 per unit</p>
<p><b>Fire Search Fees / Approvals</b> Fire Reports</p> <p>Fire investigation reports</p>	<p>\$200.00</p> <p>\$200.00</p>
<p><b>Motor Vehicle Incidents:</b> Non-residents/non-taxpayers of Wellington North are involved in a motor vehicle accident within the municipal boundary of the Township of Wellington North that require the Fire / Rescue to respond to the scene, will be invoiced firstly to the owner's insurance provider. In the case where there is no insurance payable, the owner shall be billed directly</p>	<p>\$477.00 per response unit for first hour and \$238.50 per response unit for each half hour thereafter</p>
<p><b>Administration &amp; Enforcement:</b></p> <p>Spills Act and Transportation of Dangerous Goods Act: The cleanup of hazardous material spills</p>	<p>Current MTO Rates \$477.00 per vehicle per hour \$238.50 Per Half Hour thereafter</p> <p>Clean up costs to cover materials used</p> <p><b>Plus</b></p> <p>Administration Fee of \$50.00 per hour</p>
<p><b>Open Air Burning: (as amended by By-law 063-16)</b> Where burn is in contravention with Open Air Burn By-law and/or Fire Prevention and Protection Act</p>	<p>Clean up costs to cover materials used</p> <p><b>Plus</b></p> <p>Administration Fee of \$50.00 per hour per Fire-fighter</p>
<p>Securing of Premises after a fire</p>	<p>\$50.00 per hour per Fire-Fighter</p>

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 006-19**

**SCHEDULE "D" (CONTINUED)  
FIRE/RESCUE**

**Effective January 1, 2019**

<b>DESCRIPTION</b>	<b>FEE</b>
<p><b>False Alarms:</b> The following procedures and fees shall apply only when it has been determined at the discretion of the responding officer of the Township of Wellington North Fire Department that the false alarms were preventable. The totals shall be calculated within each calendar year with each year being considered separately.</p> <p>First False Alarm - Warning</p> <p>Second False Alarm</p> <p>Third False Alarm</p> <p>Four or More False Alarms</p>	<p>n/c</p> <p>\$250.00</p> <p>\$350.00</p> <p>\$200.00 or at the discretion of the Fire Chief MTO Rate</p>
<p>Fire Alarm Monitoring/Fire Watch</p>	<p>\$450.00 per vehicle per hour \$255.00 per half hour thereafter</p>
<p>Liquor Occupancy Permit Authority Have Jurisdiction Letter to Alcohol and Gaming Commission</p>	<p>\$150.00</p>
<p>Fire Safety Plan Review</p>	<p>\$150.00</p>
<p>Fire Extinguisher Training – renewals - First time</p>	<p>\$15.00 pp Free</p>
<p>Mobile/Seasonal Vendors Inspection</p>	<p>\$25.00</p>

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

**BY-LAW NUMBER 007-19**

**BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF REAL  
PROPERTY BEING PART OF PARK LOT 10 S/S PRINCESS  
STREET PLAN TOWN OF MOUNT FOREST SHOWN AS PARTS 1 &  
2 ON REFERENCE PLAN 61R-21276 TOWNSHIP OF 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:

Part Of Park Lot 10 S/S Princess Street Plan Town Of Mount Forest shown as Parts 1 & 2 on Reference Plan 61R-21276 Township Of 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 South Saugeen Developments Ltd. 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 14TH DAY OF JANUARY, 2019.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## SCHEDULE A

### AGREEMENT OF PURCHASE AND SALE (hereinafter called this "APS")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the "Purchaser")

-and-

SOUTH SAUGEEN DEVELOPMENTS LTD.

(the "Vendor")

**WHEREAS** the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Vendor's Property");

**AND WHEREAS** the Vendor offers to sell those lands more particularly described in Schedule "B" (the "Subject Lands");

**NOW THEREFORE IN CONSIDERATION** of two dollars (\$2.00), the mutual covenants and premises in this APS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### SECTION I GENERAL

1. The Purchaser agrees to purchase the Subject Lands and the Vendor agrees to sell the Subject Lands according to the terms of this APS.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Twenty-five Thousand Dollars (\$25,000.00) to the Vendor. The Purchase Price shall be paid as follows:
  - (a) Twenty-five Thousand Dollars (\$25,000.00), subject to adjustments, shall be paid to the Vendor on the Completion Date, by bank draft or certified cheque.

#### SECTION II PURCHASE OF SUBJECT LANDS

3. Transfer or Deed
  - (a) The Vendor agrees to transfer or deed the Subject Lands to the Purchaser subject to the terms of this APS.
4. Completion Date
  - (a) The closing of this transaction shall take place January 11, 2019, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Subject Lands 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 Subject Lands.

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 APS 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 thirty (30) days of the execution of this APS any documents, reports or information in its possession in respect to the Subject Lands. 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 Subject Lands in an "as is" condition and that it must satisfy itself within thirty (30) days of the execution of this APS regarding the condition of the Subject Lands including, but not limited to, all existing physical conditions of this Subject Lands, 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 Subject Lands. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Subject Lands or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Subject Lands. 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 Subject Lands, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this APS shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor are notified that the condition of the Subject Lands 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 APS, restore the Subject Lands 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.
  - (b) Notwithstanding the above, the Vendor may alter the grading on that portion of the Subject Lands fronting onto Princess Street to the extent of preparing adjacent lands owned by the Vendor for residential development. The Vendor shall consult with the Purchaser on such grading.
8. Investigation by the Purchaser
  - (a) The Purchaser acknowledges having inspected the Subject Lands prior to executing this 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 Subject Lands by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this APS.

**SECTION IV  
PRIOR TO COMPLETION DATE**

10. Purchaser May Inspect the Subject Lands

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Subject Lands 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.

11. 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 Subject Lands. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel this 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**

12. Transfer or Deed

- (a) The Transfer of Deed of the Subject Lands 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 drafting of this APS and the registration of the Transfer or Deed. The Vendor shall be responsible for its own legal fees and disbursements.

13. 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 or 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.



14. Survey or Reference Plan
  - (a) The Vendor shall pay for the cost of the preparation of a Reference Plan subject to a one time Two Thousand, Five Hundred Dollar (\$2,500) contribution by the Purchaser to be adjusted on closing in favour of the Vendor. The Purchaser shall pay for the registration of the Reference Plan, and such Reference Plan shall be registered on title and will be used to provide a registrable description of the Subject Lands.
15. Examination of Title
  - (a) Title to the Subject Lands shall be good and marketable and free from all encumbrances except for any service easements.
16. 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 Subject Lands 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.
17. 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.
18. Warranties by the Purchaser
  - (a) The Purchaser warrants as follows:
    - (i) the Vendor have paid all cash-in-lieu of parkland fees on all adjacent properties owned by the Vendor fronting onto Cork Street;
    - (ii) any road upgrades on Cork Street required for the development of the adjacent properties owned by the Vendor fronting onto Cork Street shall be at the expense of the Purchaser without limiting the Purchaser's ability or right to recover contribution to the cost of same from other neighbouring Subject Lands owners other than the Vendor; and
    - (iii) the Vendor may be permitted to sever further lots on adjacent lands without a plan of subdivision subject to the obligations of the Purchaser to satisfy its discretion and obligations under the Planning Act and any other statutory or legal authority.

The above warranties shall survive closing.
19. Deliveries by the Vendor To The Purchaser on Closing
  - (a) The Vendor covenant and agree 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 transfer or deed of the Subject Lands;

- (ii) any survey or reference plan of the Subject Lands;
- (iii) a Statutory Declaration by the individual or authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
- (iv) a Statutory Declaration by the individual or authorized officer of the Vendor as to possession of the Subject Lands in a form acceptable to the solicitors for the Purchaser;
- (v) a Statutory Declaration by the individual or 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 this APS.

#### 20. 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 Subject Lands 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 Subject Lands; and
    - (3) The Subject Lands 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;
  - (ii) An indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and
  - (iii) A notarial true copy of its HST registration confirmation.

**SECTION VI  
MISCELLANEOUS**

21. Entire APS
- (a) There is no representation, warranty, collateral agreement or condition affecting this APS of the Subject Lands other than expressed herein.
22. 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.
23. Time of Essence
- (a) Time shall be of the essence of this APS.
24. Planning Act
- (a) This APS 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.
25. Notices
- (a) All notices in this APS 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 address:

**Solicitors for the Vendor:**

Michael J. McGarry Professional Corporation  
ATTENTION: Michael J. McGarry  
163 Lambton Street East,  
P. O. Box 678  
Durham, ON N0G 1R0

Fax: (519) 369-2528

**Solicitors for the Purchaser:**

Duncan, Linton LLP  
ATTENTION: Patrick J. Kraemer  
45 Erb Street West  
Waterloo, ON N2J 4B5

Fax: (519) 886-8651

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.

26. 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 or 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 APS shall be binding upon the parties hereto and their respective successors and assigns.

27. Schedules

- (a) The following Schedules shall form an integral part of this APS:
  - (i) Schedule "A" Description of the Vendor's Properties
  - (ii) Schedule "B" Description of the Subject Lands

28. Acceptance by Fax

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

29. Counterparts

- (a) This APS 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.

30. Severability

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

-----remainder of page left intentionally blank-----

IN WITNESS WHEREOF the parties have executed this APS this 26<sup>th</sup> day of September, 2018.

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

\_\_\_\_\_  
Andrew Lennox  
Mayor

\_\_\_\_\_  
Karren Wallace  
Clerk

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

**South Saugeen Developments Ltd.**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/we have the authority to bind South Saugeen Development Ltd.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE VENDOR'S PROPERTIES**

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 PARKLOT 10 S/S PRINCESS STREET PLAN TOWN OF MOUNT FOREST  
PARTS 1 & 2 61R21276; TOWNSHIP OF WELLINGTON NORTH

PIN: 71053-0505 (LT)

**SCHEDULE "B"**  
**LEGAL DESCRIPTION OF THE SUBJECT 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 2, 61R-21401

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

**BY-LAW NUMBER 008-19**

**BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF REAL  
PROPERTY BEING PART 3 ON REFERENCE PLAN 61R-21401  
TOWNSHIP OF 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:

Part 3 on Reference Plan 61R-21401 Township Of 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 John Padfield and Aline Padfield 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 14TH DAY OF JANUARY, 2019.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**



## SCHEDULE A

### AGREEMENT OF PURCHASE AND SALE (hereinafter called this "APS")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the "Purchaser")

-and-

JOHN PADFIELD

-and-

ALINE PADFIELD  
(the "Vendors")

**WHEREAS** the Vendors are the owners, in fee simple, of the lands and premises described in Schedule "A" (the "Vendors' Property");

**AND WHEREAS** the Vendors offer to sell those lands more particularly described in Schedule "B" (the "Subject Lands");

**NOW THEREFORE IN CONSIDERATION** of two dollars (\$2.00), the mutual covenants and premises in this APS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### SECTION I GENERAL

1. The Purchaser agrees to purchase the Subject Lands and the Vendors agree to sell the Subject Lands according to the terms of this APS.
2. In consideration of the agreement referred to in the preceding paragraph, the parties agree as follows:
  - (a) the Purchaser shall pay a total Purchase Price of Seventy-five Thousand Dollars (\$75,00.00) to the Vendors;
  - (b) the Purchaser Price shall be subject to adjustments and shall be paid to the Vendors on the Completion Date, by bank draft or certified cheque; and
  - (c) the Purchaser shall provide to the Vendors a donation tax receipt for Two Hundred, Fifty Thousand Dollars (\$250,000).

#### SECTION II PURCHASE OF SUBJECT LANDS

3. Transfer or Deed

- (a) The Vendors agree to transfer or deed the Subject Lands to the Purchaser subject to the terms of this APS.
4. Completion Date
- (a) The closing of this transaction shall take place on January 11, 2019, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Subject Lands in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendors acknowledge that it has the right and authority to sell the Subject Lands.
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 APS will be null and void and the deposit returned without interest or deduction.
6. Documents, Reports and Information
- (a) The Vendors will produce and deliver to the Purchaser within ten (10) days of the execution of this APS any documents, reports or information in its possession in respect to the Subject Lands. The Purchaser agrees to return all of the above documentation to the Vendors 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 Subject Lands in an "as is" condition and that it must satisfy itself within ten (10) days of the execution of this APS regarding the condition of the Subject Lands including, but not limited to, all existing physical conditions of this Subject Lands, 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 Subject Lands. The Purchaser acknowledges that the Vendors shall not be responsible for any physical deficiencies of the Subject Lands or for any past, present or future environmental liabilities and hereby waives any claims against the Vendors in respect of any environmental liabilities on the Subject Lands. The Purchaser agrees to sign a release and indemnity in favour of the Vendors 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 Subject Lands, it shall deliver written notice to that effect to the Vendors by no later than the time specified herein, and this APS shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendors are notified that the condition of the Subject Lands 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 Vendors with respect to this APS, restore the Subject Lands 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 Vendors 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 Subject Lands prior to executing this 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 Vendors. 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 Vendors 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 Vendors 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 Subject Lands by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this APS.

#### SECTION IV PRIOR TO COMPLETION DATE

10. Purchaser May Inspect the Subject Lands
  - (a) The Purchaser, its agents and contractors shall be permitted to inspect the Subject Lands 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 Vendors.
11. Insurance
  - (a) Pending closing, the Vendors 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 Subject Lands. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel this APS and have all the deposit monies paid to the Vendors returned together with all interest earned thereon without deduction.

#### SECTION V COMPLETING THE TRANSACTION

12. Transfer or Deed
  - (a) The Transfer of Deed of the Subject Lands will be prepared at the expense of the Vendors 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 drafting of this APS and the registration of the Transfer or Deed. The Vendors shall be responsible for its own legal fees and disbursements.
13. 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 or 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.

14. Survey or Reference Plan
  - (a) The Vendors shall pay for the cost of the preparation of a Reference Plan subject to a one time Two Thousand, Five Hundred Dollar (\$2,500) contribution by the Purchaser to be adjusted on closing in favour of the Vendors. The Purchaser shall pay for the registration of the Reference Plan, and such Reference Plan shall be registered on title and will be used to provide a registrable description of the Subject Lands.
15. Examination of Title
  - (a) Title to the Subject Lands shall be good and marketable and free from all encumbrances except for any service easements.
16. Vendors to Discharge all Encumbrances
  - (a) The Vendors agree 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 Subject Lands and not assumed by the Purchaser. The Vendors further covenant and agree to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendors against its personal Subject Lands.
17. Adjustments
  - (a) The Vendors agrees that all security deposits, if any, held by the Vendors 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.
18. Warranties by the Vendor
  - (a) The Vendor warrants as follows:
    - (i) on the date following the Completion Date, the Vendor shall donate Twenty-five Thousand Dollars (\$25,000) to the Mount Forest Lions Club, such donation shall be contributed to a new public pool or splash pad in Mount Forest.

The above warranty shall survive closing.
19. Deliveries by the Vendors To The Purchaser on Closing
  - (a) The Vendors covenant and agree 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 transfer or deed of the Subject Lands;
    - (ii) any survey or reference plan of the Subject Lands;
    - (iii) a Statutory Declaration by the individual or authorized officer of the Vendors stating that accurateness and truthfulness of all of the representations and warranties;

- (iv) a Statutory Declaration by the individual or authorized officer of the Vendors as to possession of the Subject Lands in a form acceptable to the solicitors for the Purchaser;
- (v) a Statutory Declaration by the individual or authorized officer of the Vendors 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; and
- (vi) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by this APS.

20. 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 Vendors shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendors any HST imposed under the Act payable in connection with the transfer of the Subject Lands 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 Vendors 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 Subject Lands; and
    - (3) The Subject Lands 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;
  - (ii) An indemnity, indemnifying and saving harmless the Vendors from any HST payable on this transaction and penalty and interest relating to HST; and
  - (iii) A notarial true copy of its HST registration confirmation.

**SECTION VI  
MISCELLANEOUS**

21. Entire APS

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

22. 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.

23. Time of Essence
- (a) Time shall be of the essence of this APS.
24. Planning Act
- (a) This APS 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.

25. Notices

- (a) All notices in this APS 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 address:

**Solicitors for the Vendors:**

Michael J. McGarry Professional Corporation  
ATTENTION: Michael J. McGarry  
163 Lambton Street East,  
P. O. Box 678  
Durham, ON N0G 1R0

Fax: (519) 369-2528

**Solicitors for the Purchaser:**

Duncan, Linton LLP  
ATTENTION: Patrick J. Kraemer  
45 Erb Street West  
Waterloo, ON N2J 4B5

Fax: (519) 886-8651

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.

26. 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 Vendors' written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendors agree to engross the transfer or deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendors agree 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 APS shall be binding upon the parties hereto and their respective successors and assigns.

27. Schedules

- (a) The following Schedules shall form an integral part of this APS:
  - (i) Schedule "A" Description of the Vendors' Properties
  - (ii) Schedule "B" Description of the Subject Lands

28. Acceptance by Fax

- (a) The Purchaser and Vendors acknowledge and agree that the communication of this APS may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

29. Counterparts

- (a) This APS 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.

30. Severability

- (a) If any provision of this APS, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this APS, 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 APS this 16<sup>th</sup> day of November, 2018.

The Corporation of the Township of Wellington North

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Andrew Lennox  
Mayor

---

Karren Wallace  
Clerk

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

_____	)	_____
Witness	)	John Padfield
	)	
Name:	)	
	)	
_____	)	_____
Witness	)	Aline Padfield
	)	
Name:	)	



**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE VENDORS' 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 comprised of:

FIRSTLY: PART PARKLOT 10 S/S PRINCESS STREET PLAN TOWN OF MOUNT FOREST PART 4 61R21276, PART LOT 2 CONCESSION WOSR DIVISION 1 ARTHUR PARTS 15, 18 & 19 61R21276; SECONDLY: PART PARKLOT K MACDONALD'S SURVEY MOUNT FOREST PART 20 61R21276, PART PARKLOTS K & L MACDONALD'S SURVEY MOUNT FOREST & PART PARKLOTS 11 & 12 SOUTH SIDE PRINCESS STREET PLAN TOWN OF MOUNT FOREST PART 5 61R21276; THIRDLY: PART PARKLOT 1 MACDONALD'S SURVEY MOUNT FOREST PART 14 61R21276; FOURTHLY: PART PARKLOT 10 S/S PRINCESS STREET PLAN TOWN OF MOUNT FOREST, PART PARKLOT 1 MACDONALD'S SURVEY MOUNT FOREST PART 3 61R21276; SUBJECT TO AN EASEMENT OVER PART 19 61R21276 AS IN RO800177E; SUBJECT TO AN EASEMENT OVER PART 20 61R21276 AS IN RO800179; TOWNSHIP OF WELLINGTON NORTH

PIN: 71053-0504 (LT)



**SCHEDULE "B"**  
**LEGAL DESCRIPTION OF THE SUBJECT 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 3, 61R-21401



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

### **Our Cultural Moment for January takes a look back at The Rural Doctor**

It is part of our story, our pioneers who settled and cleared the area, our ancestors. Who was there to help? Many in the village and town would rely on the local pharmacy to help cure their ailments. The rural community would rely on the country doctor who would arrive by horse and buggy or sleigh depending on the weather.

A most notable person of our past and contributor to the well being of our ancestors was Dr. Abraham Groves. He was born in Peterborough in 1847 and his parents moved to the 1<sup>st</sup> Line of Garafraxa by sleigh in 1856. After his graduation from Medical School in Toronto in 1867, he came back to the area to establish his practice. As a pioneer in the medical field himself as a surgeon, he was well known, and his services were requested from Kincardine and Owen Sound and south to Guelph. Many overnight trips by train would keep him in a town when word got out that he was there. He would serve the locals; Belwood, Arthur and Mount Forest by horse and buggy. The first known appendectomy and hysterectomy were performed on patients on their kitchen tables in Garafraxa. On one occasion, his wife noted that Abraham left for Arthur first thing in the morning to attend to a patient, was summoned to Mount Forest so he changed horses, went north, performed a surgery, changed horses again and went on to Varney to another patient, turned around and got home the next morning.

Dr. Groves's son, William Abraham Groves graduated Medical School in 1904 at the same time as a hospital and nursing school were being established in Fergus by his father. Dr. William Groves practiced in Arthur until his wife died in 1910. Meanwhile, Dr. Abraham Groves trained nurses to assist his surgeries at the new hospital. From Arthur, Ruth Buckland, Millie Buschlen, Agnes Mitchell, Bertha McDowell, Elizabeth Morrison, Florence Povey and Maude Coffey. Mount Forest nursing graduates include Charlotte McDonald, Rebecca Robinson, Lillian Dodds, Sadie Connelly and Mabel Anderson. From Kenilworth, Ada Lynes and from Conn, Nola Mournahan. He felt it would save time if the patients could come to him and with the assistance of onsite nurses, he could do more. One of his nurses timed an appendectomy from open to close at 2 minutes, 40 seconds. He performed his last surgery at 82 and died in 1935 at the age of 88

Dr. Abraham Groves was a small in stature, curly haired, witty Irishman who served our ancestors well, maybe a contributing factor to why we are here and through family research, I am proud to call him cousin!

Submitted by Bonny McDougall; Wellington North Cultural Roundtable

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

**BY-LAW NUMBER 009-19**

**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  
JANUARY 14, 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 January 14, 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 14TH DAY OF JANUARY, 2019.**

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**ANDREW LENNOX,  
MAYOR**

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**KARREN WALLACE,  
CLERK**