



Township of Wellington North

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

Regular Meeting of Council

Monday, January 28, 2013

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

A G E N D A

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<u>CALLING THE MEETING TO ORDER</u>	
- Mayor Tout	
<u>O' CANADA</u>	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
<u>MINUTES</u>	
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2. Regular Meeting of Council, January 14, 2013	04
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<u>ADJOURNMENT</u>	
Lorraine Heinbuch, Chief Administrative Officer/Clerk	

Township of Wellington North
Building/Property Committee Minutes – January 16, 2013 at 9:00 a.m.

Present: Councillor Dan Yake (Chair)
Councillor Mark Goetz
Lori Heinbuch, Chief Administrative Officer/Clerk
Darren Jones, Chief Building Official
Patty Wright, Building Inspector

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 9:03 am

Minutes – Nov 14, 2012

Moved by: Darren Jones, Chief Building Official
Seconded by: Councillor Mark Goetz

That the Minutes of November 14, 2012 be accepted.

Carried

Business Arising from the Minutes

Future of Arthur Seniors Hall

A tentative meeting has been set for January 24, 2013 at the Arthur Seniors Halls to discuss the options for the hall.

Anti-Fortification By-law – regarding County and OPP inclusion of Protocol and same by-law Countywide.

No action at this time to be removed from the agenda until further notice

Request from James Bowden Sr. regarding relocation of Horse Hitch

Hitch has been removed and placed on Municipal Property

Letter from Paul Wideman, President, W-S Feeds Ltd. regarding purchase of adjacent land on Queen Street West

Lori Heinbuch, Chief Administrative Officer/Clerk contacted Paul Wideman, President of W-S Feeds and discussed the costs involved. Mr. Wideman has withdrawn his request at this time, as the situation has changed and the additional land is not required at this time.

Request from Gary O'Donnell regarding purchase of adjacent land on Eliza Street.

Lori Heinbuch, Chief Administrative Officer/Clerk reported she had not received a response from Mr. O'Donnell with respect to the purchase of the lot adjacent to his property. Committee directed the CAO to contact Mr. O'Donnell again to determine if he is interested in purchasing the adjacent land. Darren Jones, Chief Building Official to confirm if a potential building lot exists, with respect to possible consideration of sale of this potential building lot.

Former Sacred Heart Catholic School – Roof

Lori Heinbuch, Chief Administrative Officer/Clerk reported that she had received a response from the OPP regarding the former Sacred Heart Catholic School as follows:

OPP regarding roof repairs at the school have requested an extension to the term to better amortize the cost of repairs.

The OPP is willing to pay for both the main roof and gym roof (main roof repair is a membrane, the gym roof is re-shingling) at the same time if the following terms are negotiated into the lease:

- extension of the lease for at least a five (5) year term
- the ability for the tenant to maintain the cancellation clause as per existing lease
- the Landlord to forfeit the right to terminate lease early
- option to renew

Committee directed CAO to update her report with the additional information and make available with the minutes to Council.

Moved by: Lori Heinbuch, Chief Administrative Officer/Clerk

Seconded by: Patty Wright, Building Inspector

THAT the Building and Property Committee recommend to Council acceptance of the following terms and conditions with respect to the Lease Agreement – Former Sacred Heart Catholic School, and the lease be amended accordingly by the municipal solicitor:

- Tenant shall pay for all the capital costs associated with the repairs to the main roof and gym roof (main roof repair is a membrane, the gym roof is re-shingling)
- extension of the lease for at least a five (5) year term
- the ability for the tenant to maintain the cancellation clause as per existing lease
- the Landlord to forfeit the right to terminate lease early
- option to renew

Carried

Other Business

Zoning amendment – 161 Eliza Street, Arthur

For information only, no action required. The Trustee's of the Moorefield Mennonite Fellowship have withdrawn the zoning amendment request for the above noted property. Thus returning 42 sewage units.

CIIF Application – 146 George Street, Arthur

For information only. The grant application for the above noted property was denied.

County of Wellington Accessibility Fund Incentive Programme – 146 George Street, Arthur

The grant application in the amount of \$10,000 for the above note property was granted. The project will move forward upon approval of the 2013 budget. Work on this project must be completed before any further application can be made.

Changes to the Housing Investigation & Enforcement Unit's Mandate

For information only. The Building and Property Committee does not recommend taking any action on the changes at this time.

Building Permit Monthly and Yearly Reports

Moved by: Lori Heinbuch, Chief Administrative Officer/Clerk

Seconded by: Patty Wright, Building Inspector

That the following Building Permit Monthly Reviews be accepted:

- *for the Period Ending November 30, 2012*
- *for the Period Ending December 31, 2012*

And That the Building Permit Yearly Review for the Period of January 1, 2012-December 31, 2012 be accepted.

Carried

Date of Next Meeting

February 20, 2013 at 9:00 a.m.

Motion to adjourn

Moved by: Patty Wright, Building Inspector

Seconded by: Councillor Mark Goetz

That the meeting adjourn at 9:58am

Carried



Township of Wellington North

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

CAO/CLERK'S REPORT 11/12 ADDENDUM

TO: Chair and Members of Building and Property Committee

FROM: Lorraine Heinbuch, CAO/Clerk

DATE: January 23, 2013

RE: Response regarding Former Sacred Heart School Property presently leased to
OPP for Training Centre

BACKGROUND

Motion passed by Council November 19, 2012

“THAT the Council of the Corporation of the Township of Wellington North receive the CAO/Clerks’ Report 11/12 dated November 13, 2012 with regards to Declaring Surplus the Former Sacred Heart School Property; and

THAT the CAO/Clerk confirm with the tenant in writing that payment for capital expenditures for new roof, etc. will be agreed to provided lease continues until 2016.”

Response Received from Tenant

The OPP would like to stay at this location and is willing to pay for the main roof and gym roof (main roof repair is a membrane, the gym roof is re-shingling) at the same time if the following terms are negotiated into the lease:

- extension of the lease for at least a five (5) year term
- the ability for the tenant to maintain the cancellation clause as per existing lease
- the Landlord to forfeit the right to terminate lease early.
- option to renew

Potential Revenue to the Township of Wellington North if lease is renewed as per request of Tenant:

- Improvements to Building – Capital Repairs for both the main roof and gym roof (main roof repair is a membrane, the gym roof is re-shingling) - \$50,000-\$75,000.
- Net Rent per annum of \$9,900.00
- Additional Rent for Operating Costs per annum of \$10,000.00

Annual Revenue to the Township of Wellington North for this building will be \$19,900.00.

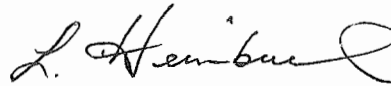
Chief Building Official Darren Jones reported that no further Capital Expenditures are anticipated for this building over the next 10 years.

Recommendation from Building and Property Committee January 16, 2013:

THAT the Building and Property Committee recommend to Council acceptance of the following terms and conditions with respect to the Lease Agreement – Former Sacred Heart Catholic School, and the lease be amended accordingly by the municipal solicitor:

- Tenant shall pay for all the capital costs associated with the repairs to the main roof and gym roof (main roof repair is a membrane, the gym roof is re-shingling)
- extension of the lease for at least a five (5) year term
- the ability for the tenant to maintain the cancellation clause as per existing lease
- the Landlord to forfeit the right to terminate lease early
- option to renew

Respectfully submitted,



Lorraine Heinbuch,
Chief Administrative Officer/Clerk

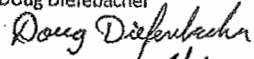
Trustee's of Moorefeild Mennonite Fellowship

Date : Nov.19/12

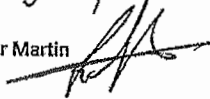
Please be advised that the Trustees of the Moorefeild Mennonite Fellowship have purchased the former Arthur Public School at 161 Eliza Street. We will be renovating a portion of the former school and demolishing the north wing and replacing it with a new church sanctuary. It is our understanding that there is a pending zoning amendment application and 42 sewage units dedicated to this property. We ask that the zoning amendment application be withdrawn and that the 42 sewage units be withdrawn.

Trustees:

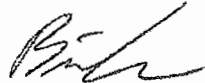
Doug Diefbacher



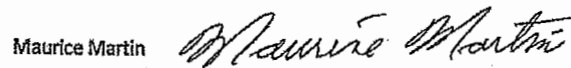
Roger Martin



Brian knar



Maurice Martin





Federal Economic Development
Agency for Southern Ontario

Agence fédérale de développement
économique pour le Sud de l'Ontario

Mr. Darren Jones
Chief Building Official
Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON N0G 2E0

RE: C1161 - Installation of a Barrier Free Ramp

Dear Mr. Jones:

I would like to thank you for your application to the Community Infrastructure Improvement Fund (CIIF).

Through the CIIF intake process, a significant number of submissions were received from across Ontario. While the Federal Economic Development Agency for Southern Ontario received many outstanding applications, difficult decisions had to be made and the Agency was unable to accommodate all applicants.

We reviewed the project you submitted in great detail, and I regret to inform you that your project was not selected for funding. All CIIF applications were assessed based on the degree to which they met the program eligibility requirements and selection criteria, as outlined in the program guidelines.

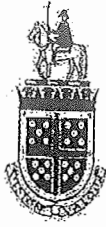
For further information, please visit <http://www.FedDevOntario.gc.ca/CIIF>.

Thank you for your interest in the Community Infrastructure Improvement Fund.

Yours sincerely,

Natasha K. Brenders
Director General, Infrastructure Operations

Canada



COUNTY OF WELLINGTON

KRISTEN WEBER, HR ACCESSIBILITY CLERK
TEL: (519) 837-2600, EXT 2373
FAX: (519) 837-8882
e-mail: kristenw@wellington.ca

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

December 7, 2012

RECEIVED

Darren Jones
7490 Sideroad 7 West
PO Box 125
Kenilworth, ON
N0G 2E0

JAN 2 2013
TWP. OF WELLINGTON NORTH

County of Wellington Accessibility Fund Incentive Programme

Dear Darren,

The funds requested to install a barrier-free ramp in accordance with the 2005 Facility Accessibility Design Manual has been approved. The Township of Wellington North will be issued \$10,000 for the proposed project.

You must submit a project summary report to the Accessibility Advisory Committee within two months of project completion stating overall success and including a financial statement. New applications will not be processed until this summary is received.

Sincerely,

Kristen Weber
HR Accessibility Clerk

cc: Ken DeHart, County Treasurer

LEGAL CLINIC OF GUELPH AND WELLINGTON
COUNTY

November 6th 2012

Township of Wellington North
Attn: Darren Jones, Chief Building Official
7490 Sideroad 7 West, PO Box 125,
Kenilworth, ON N0G 2E0

RECEIVED

NOV - 8 2012

TWP. OF WELLINGTON NORTH

Mr. Jones:

Re: Changes to the Housing Investigation & Enforcement Unit's Mandate

Until recently, the Housing Investigation & Enforcement Unit (HIEU), a department of the Ontario Ministry of Municipal Affairs & Housing, was able to accept and investigate complaints regarding maintenance issues from tenants in areas where there are no municipal property standards by-laws. These standards, set out in Ontario Regulation 517/06 under the *Residential Tenancies Act*, could include issues such as structural, plumbing, electrical or other general maintenance issues. If necessary, HIEU had the capacity to issue Work Orders to ensure the premises were brought up to meet provincial standards.

Unfortunately, as part of the 2012 budget, the Provincial government ended HIEU's enforcement role for property maintenance standards.

The Township of Wellington North currently has partial exterior by-laws covering only exterior property standards (i.e. garbage, debris), drainage & sewage and structural standards. We encourage the Township of Wellington North to pass full property standards by-laws with enforcement capabilities in order to ensure that tenants in Wellington County have an accessible remedy for maintenance concerns.

The Legal Clinic of Guelph & Wellington County provides advice, brief services and representation at the Landlord & Tenant Board to tenants of Guelph & Wellington County. We would be happy to discuss this issue with you further should you have any questions or concerns.

Sincerely,



Stacey Colliver
Community Legal Worker
Legal Clinic of Guelph & Wellington County

P.O. BOX 1683 • GUELPH ON • N1H 6Z9
PHONE: 821.2100 • TOLL FREE: 1 800.678.9205
FAX: 821.8192

Township of Wellington North

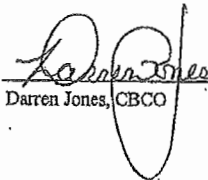
P.O. Box 125 . 7490 Sideroad 7 W . Kenilworth . ON . N0G 2E0

Building Permit Monthly Review

PERIOD ENDING: November 30, 2012

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	1	280,000.00	1,914.06	12,000.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	3	11,500.00	378.56	0.00
Garages / Sheds	1	10,750.00	192.48	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00
Commercial	2	25,000.00	707.00	0.00
Assembly	1	1,496.00	232.46	0.00
Industrial	1	6,000.00	408.64	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	2	186,000.00	3,288.00	0.00
Sewage System	0	0.00	0.00	0.00
Demolition	0	0.00	0.00	0.00
Total November 2012	11	520,746.00	7,121.20	12,000.00
Total Year to Date 2012	241	21,342,426.00	181,333.69	501,035.00
Total November 2011	18	1,316,900.00	14,109.60	28,034.00
Total Year to Date 2011	210	15,875,000.00	167,082.33	281,291.71
Total November 2010	22	7,468,000.00	28,848.95	47,693.61
Total Year to Date 2010	204	20,474,800.00	186,987.50	311,733.79

***values may change as permits are revoked or modified*


 Darren Jones, CBCO

December 13, 2012
 Date Prepared

Tel 519-848-3620 Toll Free 1-866-848-3620 Fax 519-848-1119
 www.wellington-north.com township@wellington-north.com

Township of Wellington North

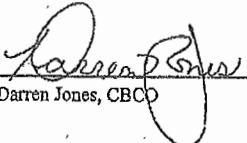
P.O. Box 125 . 7490 Sideroad 7 W . Kenilworth . ON . N0G 2E0

Building Permit Monthly Review

PERIOD ENDING: December 31, 2012

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	7	1,530,000.00	15,293.87	64,200.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	1	50,000.00	1,208.48	0.00
Garages / Sheds	0	0.00	0.00	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00
Commercial	1	300.00	108.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	3	268,000.00	15,688.94	4,806.36
Institutional	0	0.00	0.00	0.00
Agricultural	1	15,000.00	480.00	0.00
Sewage System	2	15,800.00	864.00	0.00
Demolition	2	9,000.00	216.00	0.00
Total December 2012	17	1,888,100.00	33,859.29	69,006.36
Total Year to Date 2012	258	26,049,901.00	241,919.63	574,241.36
Total December 2011	7	375,000.00	5,918.24	0.00
Total Year to Date 2011	217	16,250,000.00	167,351.17	281,291.71
Total December 2010	5	512,000.00	5,848.01	9,923.02
Total Year to Date 2010	209	20,984,800.00	188,783.00	321,657.00

***values may change as permits are revoked or modified*


 Darren Jones, CBCO

January 8, 2013
 Date Prepared

Tel 519-848-3620 Toll Free 1-866-848-3620 Fax 519-848-1119
 www.wellington-north.com township@wellington-north.com

Township of Wellington North

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

Building Permit Yearly Review 2012

PERIOD ENDING: December 31, 2012

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	39	11,608,000.00	77,062.78	241,800.00
Multi Family Dwelling	9	3,724,000.00	40,518.81	327,635.00
Additions / Renovations	25	848,950.00	11,352.70	-
Garages / Sheds	20	408,750.00	6,488.44	-
Pool Enclosures / Decks	26	199,500.00	2,608.00	-
Commercial	9	348,300.00	9,003.28	-
Assembly	8	113,091.00	2,992.46	-
Industrial	9	378,000.00	17,518.78	4,806.36
Institutional	5	289,430.00	2,498.08	-
Agricultural	76	7,859,780.00	62,293.30	-
Sewage System	21	213,200.00	8,388.00	-
Demolition	11	58,900.00	1,132.00	-
Total 2012	258	26,049,901.00	241,856.63	574,241.36
Total 2011	216	16,238,000.00	166,951.17	218,888.71
Total 2010	209	20,984,800.00	176,918.81	321,656.81

***values may change as permits are revoked or modified*


Darren Jones, CBCO

January 9, 2013
Date Prepared

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Township of Wellington North

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

Building Permit Yearly Review 2011

COPY

PERIOD ENDING: December 31, 2011

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	28	6,664,000.00	52,636.71	187,500.00
Multi Family Dwelling	2	800,000.00	5,922.75	18,034.00
Additions / Renovations	29	1,216,200.00	17,727.29	0.00
Garages / Sheds	15	193,600.00	3,874.50	0.00
Pool Enclosures / Decks	22	88,400.00	2,300.00	0.00
Commercial	15	818,400.00	9,975.58	2,908.71
Assembly	4	805,000.00	7,419.50	0.00
Industrial	6	460,000.00	8,783.80	10,446.00
Institutional	4	660,000.00	5,286.40	0.00
Agricultural	66	4,308,300.00	45,124.64	0.00
Sewage System	18	192,000.00	7,200.00	0.00
Demolition	7	32,100.00	700.00	0.00
Total 2011	216	16,238,000.00	166,951.17	218,888.71
Total 2010	209	20,984,800.00	176,918.81	321,656.81
Total 2009	208	23,725,486.00	252,958.29	334,255.99

***values may change as permits are revoked or modified*

Darren Jones, CBCO

February 3, 2012
Date Prepared

Tel 519-848-3620 Toll Free 1-866-848-3620 Fax 519-848-1119
www.wellington-north.com township@wellington-north.com



1078 Bruce Rd. 12,
P.O. Box 150
Formosa ON
Canada N0G 1W0

Tel 519-367-3040
Fax 519-367-3041
publicinfo@svca.on.ca
www.svca.on.ca

January 22, 2013

Township of Wellington North
PO Box 125
7490 Sideroad 7W
Kenilworth, ON
N0G 2E0

RE: 2013 Levy Assessment

In accordance with the Conservation Authorities Act, R.S.O. 1990, Chapter C.27, the Authority's levy for Administration, Maintenance, and those capital expenditures deemed to be General Benefiting is apportioned on the basis of Ontario Regulation 670/2000.

The total 2013 General Levy approved at the Authority's Meeting held on December 13, 2012 is \$1,534,508.

Attached is a copy of the official General Levy notice for 2013. Should you have any questions concerning the enclosed, please feel free to contact Laura Molson, Manager of Accounting.

Yours sincerely,

Gary Senior
Interim Chief Administrative Officer

GS/lm

cc: SVCA Directors

Encls.

Conservation
Through
Cooperation

A MEMBER OF



Conservation
ONTARIO
Natural Champions



2013 GENERAL LEVY NOTICE

It is hereby certified that the amount levied against the Township of Wellington North as its share of the Administration, Maintenance and Capital costs of the Saugeen Valley Conservation Authority for the year 2013 is as follows:

Administration	
Conservation Authorities Act, R.S.O. 1990	
Section 27(4)	13,397.00
Operation, Maintenance & Capital Expenditures	
Conservation Authorities Act, R.S.O. 1990	
Section 26 and 27	42,525.00
TOTAL GENERAL LEVY	55,922.00

Payment Schedule:	March 31	27,961.00
	June 30	27,961.00

Late payments shall be subject to 1.50% per month thereafter.

The total General Levy and surcharge are as approved by the Saugeen Valley Conservation Authority at its Meeting, held at Formosa, Ontario on December 13, 2012.

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

BY-LAW NUMBER 6-13

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Wellington North Housekeeping 2012)**

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01;

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

1. THAT Section 5, Definitions, is amending by including the following new definitions in alphabetical order:

“AMENITY AREA, means an area situated on a residential lot that is intended for recreational purposes, and may include landscaped open spaces, patios, balconies, communal play areas, lounges, decks and other similar uses but shall not include a swimming pool or areas occupied at grade by service areas, parking areas, aisle or access driveways associated with the residential development or use. A Private Amenity Area means an amenity area, excluding a walkway, play area or other communal area, which is accessory to and outside of a dwelling unit, and is for the exclusive use of the occupants of the dwelling unit. A Common Amenity Area means an amenity area which is available for the use and enjoyment of the residents and guest of a residential development in common.

ANIMAL SHELTER, shall mean a building or part thereof, with or without related structures, wherein domestic household pets including, but not so as to limit the generality of the foregoing, dogs, cats, caged birds and specialty fish, but excluding any animals kept primarily for the purpose of providing food or skins, are given temporary shelter and accommodation or are treated or kept for treatment by a registered veterinarian, and includes the office of a registered veterinarian, but does not include any establishment engaged primarily in the retail sale of animals or in breeding animals for gain or profit, or a veterinarian’s clinic as defined herein.

DRIVE-THRU SERVICE FACILITY, means the use of a building or structure or a part thereof accessed by a designated stacking lane, where goods, products or services are offered to the public within a parked or stationary vehicle by way of a service window or kiosk. Service kiosks for parking control within a parking structure or parking are not considered to be drive-thru service facilities.

DRIVEWAY, shall mean a portion of a lot used to provide vehicular access from a street or lane to a parking space or off-street parking area or loading area located on the same lot.

FLOOR AREA, GROSS LEASABLE (GLFA), shall mean in the case of a commercial or industrial building, the aggregate of the area of all floors devoted to retail sales, customer service and/or office use measured from the outside face of exterior walls but excluding storage, mezzanine areas, mechanical rooms, parking structures and similar uses ancillary to the main use.

GARAGE SALE, shall mean an occasional use sale, conducted on a residential property by an occupant of such residential property, of household goods belonging to the occupier thereof and includes a yard sale and the like.

GRAVEL PIT, shall mean any open excavation made for the removal of any soil, earth, clay, marl, sand, gravel or unconsolidated rock or mineral to supply such material for construction, industrial or manufacturing purposes. This definition does not include any excavation incidental to the construction of a building or structure for which a building permit has been issued; or any asphalt plant, cement manufacturing plant or concrete batching plant.

HOME IMPROVEMENT CENTRE, shall mean a garden centre; a furniture sales and service establishment, a floor covering sales and service establishment, a wall covering sales and service establishment, a lighting sales and service establishment, an electronics sales and service establishment, a major appliance sales and service establishment, or a swimming pool sales and service establishment.

KENNEL, means a place where more than 3 dogs are housed, groomed, bred, boarded, trained, sold or kept for hunting and includes both Boarding Kennels and Breeding Kennels, on a lot or parcel which is 25 acres or greater in size within an Agricultural Zone and which are licensed by the Township of Wellington North under the provisions of the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs within the Township of Wellington North

MACHINE SHOP means a workshop in which work is machined to size and assembled.

NURSERY, means a place where trees, shrubs or plants are grown or stored for the purpose of transplanting , for use as stocks for building or grafting, or for the purpose of retail or wholesale, together with the sale of soil, planting materials, fertilizers or similar materials and includes a greenhouse.

OUTDOOR STORAGE, means the use of land for outdoor storage of equipment, goods or materials in the open air. It does not include storage in transport truck trailers.

POSTAL OR COURIER OUTLET, shall mean the provision of postal and courier pick-up and drop-off services for letters and small parcels, but does not include a postal or courier distribution or terminal facility.”

2. THAT Section 5.37, Definitions – Building Setback, is amended by adding the following wording to the end of the definition: **“excluding permitted architectural projections/encroachments.**
3. THAT Section 5.115, Definitions – Hobby Barn, is amended by deleting the words **“for personal use and pleasure”** after the word *animals*.
4. THAT Section 5.110, Definitions – Group Home is amended by deleting the definition in its entirety and replacing it with the following:

“5.110 GROUP HOME shall mean a single dwelling unit in a free standing building in which a range of three to ten residents (excluding staff or the receiving family) live under supervision and who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well being.”

5. THAT Section 5.203, Definitions – Salvage or Wrecking and Recycling Facility, is amended by adding the words **“farm equipment”** after the word *vehicles*.
6. THAT Section 6.1.2, Accessory Uses, is amended by adding a new subsection 6.1.2 (e), as follows:

“e) Notwithstanding Section 6.1.2 (a), (b) or (c), where a property is adjacent to a provincial highway, any setback regulations of the Ministry of Transportation shall prevail.”
7. THAT Section 6.1.2 b), location, is amended by adding the following wording to the end of the section **“or any other building or structure on the property”**.
8. THAT Section 6.1.3, Height, is amended by adding the following wording **“including a lot subject to the reduced lot regulations of Section 8.5”** after the words *“residential zone”* in the first line. AND further amended by adding the following sentence to the end of the section, **“Notwithstanding, the above provisions shall not apply to agricultural buildings such as but not limited to silos, grain bins and corn cribs as permitted in Section 8.1 and further defined in Section 6.4”**.
9. THAT Section 6.1.4, Lot Coverage, is amended by revising the subsection numbering from “i, ii and iii” to **“a, b and c”**.
10. THAT Section 6.1.4 (b), Lot Coverage, is amended by deleting section (b) in its entirety and replacing it with the following:

“b) Provided the maximum lot coverage is not exceeded for an accessory building or structure, the combined maximum floor area for all accessory buildings or structures not including a hobby barn or home industry in any residential zone including a lot subject to the reduced lot regulations of Section 8.5 shall not exceed 92.9 m² (1000.0 ft²) ground floor area for any lot 0.4 hectares (1.0 acres) or less in size. For each additional full 0.4 hectares (1.0 acres) of lot area, an additional 9.29 m² (100 ft²) of ground floor area may be added to the accessory building”.
11. THAT Section 6.3, Buffer Area, is amended by adding the following wording **“R3-Residential,”** after the words *“be provide on the”*.

12. THAT Section 6.5, Commercial Kennels and Pet Boarding Establishments, is amended by deleting the wording it in its entirety and replacing it with the following paragraph:

“As per Section 6.35.2 of this By-law, a kennel is a restricted use in all zones within the Township of Wellington North. Kennels are prohibited uses unless specifically permitted by an amendment to this By-law. Where specifically permitted by an amendment to this By-law, no land, building or structure shall be used for a kennel, unless the land, building and structure is in compliance with the approved By-Law to Regulate and Provide for the Keeping, Control and Licensing of Dogs within the Township of Wellington North”.

13. THAT Section 6.6 a), Common Amenity Area, is amended by deleting the word **“outdoor”** after the word **“common”**.

14. THAT Section 6.22, Non-Complying Uses, is amended by adding the following new sentence at the end of the first paragraph **“Notwithstanding the above, new additions must be in compliance with the regulations of the Zone in which the building or structure is located”**.

15. THAT Section 6.26, Outdoor Storage Areas, is amended by adding a new subsection 6.26 d), as follows:

“d) Not obstruct or occupy any required parking area.”

16. THAT Section 6.27.8, Parking Regulations - Calculation of Parking Regulations –Table # 3, is amended by deleting the “minimum number of parking space requirements for Townhouses/ Street as follows:

- **“Townhouses/ Street 1/unit”**

17. THAT Section 6.35.2, Restricted Uses, is amended by adding the following new uses to the list:

- **Kennel;**
- **The locating or storing on any land for any purpose whatsoever any disused railroad car, street car body, truck body, shipping container, or a trailer without wheels, whether or not the same is situated on a foundation;**

18. THAT Section 6.36 f. Yard Encroachments, is amended by deleting the wording it in its entirety and replacing it with the following:

f. Single detached, semi-detached and duplex residential dwellings.	The requirements of this by-law for a minimum interior side yard and minimum rear yard may be interchanged where such building is located on a corner lot.
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19. THAT Section 8.3.2 (a), Hobby Barn Setback, is amended by deleting the words “of 27.9 m² (300.0 ft²)” after the words “A hobby barn of”.

20. THAT Section 8.5.1, Reduced Lot Regulations, is amended by adding the following permitted use:

- **Accessory uses, building and structures**

21. THAT Section 17, Highway Commercial Zone, is amended by the addition of the following new Section 17.6 as follows:

17.6 ACCESSORY RESIDENTIAL USES

A permitted commercial use or building may contain one or more accessory residential apartments subject to the following:

- a) Each residential dwelling unit, accessory to a permitted commercial use or building shall be located above or to the rear of the main commercial use.**
- b) Where an accessory residential dwelling unit is to be located on the ground floor area of a main commercial building, it shall not occupy any more than forty-nine percent (49%) of the ground floor area of the rear portion of the building.**
- c) Each accessory residential dwelling unit shall have a minimum floor area of 50.0 m² (538.2 ft²).**
- d) Each accessory residential dwelling unit shall be completely self-contained.**
- e) Each accessory residential dwelling unit shall have a separate and direct means of access to a public street or lane via halls and /or stairs and/or across the subject property.**

- f) **Each accessory residential unit shall be provided with a minimum of one off-street parking space which is on the same lot as the accessory residential unit.**

22. THAT Section 24.1, Industrial Zone permitted uses, is amended by deleting the word **“Any”** from the first bullet, and adding the words at the end of the first bullet **“or uses restricted in all zones as per section 6.35”**.
23. THAT Section 31 Exception Zone 1- Arthur Village, be amended by deleting site specific **31.22 – M1-22** Zone in its entirety.
24. THAT Section 33.93 - A-93 Zone is amended by changing the exception zone heading from 33.93 - A-93 zone to **“33.132 A-132 zone”**.
25. THAT Section 33.119 - A-119 Zone is amended by changing the exception zone heading from 33.119 - A-119 zone to **“33.123 - A-123 zone”**.
26. THAT Section 33.120 - A-120 Zone is amended by changing the exception zone heading from 33.120 - A-120 zone to **“33.124 - A-124 zone”**.
27. THAT Section 33.95 - A-95 Zone is amended by changing the exception zone heading from 33.95 - A-95 zone to **“33.133 - A-133 zone”**.
28. THAT Section 33.23 – A-23 Zone is amended by adding the following permitted use:

“In addition to the uses permitted in the Agriculture (A) zone, section 8, the following additional use is permitted:

- a) **the operation of a dog kennel.**

And further that the use is subject to the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs.”

29. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.134 Part Lot 13 Conc. 4	A-134	In addition to the uses permitted in the Agriculture (A) zone, section 8, the following additional use is permitted: a) the operation of a dog kennel. And further that the use is subject to the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs.
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30. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.135 Part Lot 13 Conc. 12	A-135	In addition to the uses permitted in the Agriculture (A) zone, section 8, the following additional use is permitted: a) the operation of a dog kennel. And further that the use is subject to the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs.
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31. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.137 E. Part Lot 27, Conc. 2	A-137	In addition to the uses permitted in the Agriculture (A) zone, section 8, the following additional use is permitted: a) the operation of a dog kennel. And further that the use is subject to the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs.
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32. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

<p>33.138</p> <p>Lot 15</p> <p>WOSR</p>	<p>A-138</p>	<p>In addition to the uses permitted in the Agriculture (A) zone, section 8, the following additional use is permitted:</p> <p>a) the operation of a dog kennel.</p> <p>And further that the use is subject to the By-law to Regulate and Provide for the Keeping, Control and Licensing of Dogs.</p>
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33. THAT Schedule “A” Map 3 – Mount Forest By-law 66-01 is amended by changing the zoning on lands described as Part of 33, Concession 1 as shown on Schedule “A” attached to and forming part of this By-law from **Commercial (C2) to “Residential (R2).**

34. THAT Schedule “A” Map 3 – Mount Forest By-law 66-01 is amended by changing the zoning on the lands described as Lot 6, West of Elgin Street, Township of Wellington North, as shown on Schedule “B” attached to and forming part of this By-law from **Residential (R2) to Institutional (IN).**

35. THAT Schedule “A” Map 2 – Arthur By-law 66-01 is amended by changing the zoning on the lands described as Pt Mill Property N/S Catherine St Pt Lot 32 S/S Francis St RP 61R7408 Parts;1 & 2, Township of Wellington North, as shown on Schedule “C” attached to and forming part of this By-law from **Residential Holding (R1H) to Residential Holding (R1C (H)).**

36. THAT Schedule “A” Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Part of Lot 13, Concession 3 & 4, Township of Wellington North, as shown on Schedule “D” attached to and forming part of this By-law from **Agricultural Exception (A-93) to Agricultural Exception (A-132).**

37. THAT Schedule “A” Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Part of Lot 9, Concession 8, Township of Wellington North, as shown on Schedule “E” attached to and forming part of this By-law from **Agricultural Exception (A-119) and (A-120) to Agricultural Exception (A-123) and (A-124).**

38. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Lot 28, Concession 4, Township of Wellington North, as shown on Schedule "F" attached to and forming part of this By-law from **Agricultural Exception (A-95) to Agricultural Exception (A-133)**.
39. THAT Schedule "A" Map 1 - Wellington North By-law 66-01 is amended by changing the zoning on lands described as Part Lot 13, Concession 4, as shown on Schedule "G" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-134)**.
40. THAT Schedule "A" Map 1 - Wellington North By-law 66-01 is amended by changing the zoning on lands described as Part Lot 13, Concession 12, as shown on Schedule "H" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-135)**.
41. THAT Schedule "A" Map 1 - Wellington North By-law 66-01 is amended by changing the zoning on lands described as E. Part Lot 27, Concession 2, as shown on Schedule "I" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-137)**.
42. THAT Schedule "A" Map 1 - Wellington North By-law 66-01 is amended by changing the zoning on lands described as Lot 15, WOSR, as shown on Schedule "J" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-138)**.
43. THAT except as amended by this By-law, the land as shown on the attached Schedules shall be subject to all applicable regulations of the Township of Wellington North Zoning By-law 66-01, as amended.
44. THAT this By-law Amendment shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
28TH DAY OF JANUARY, 2013.***

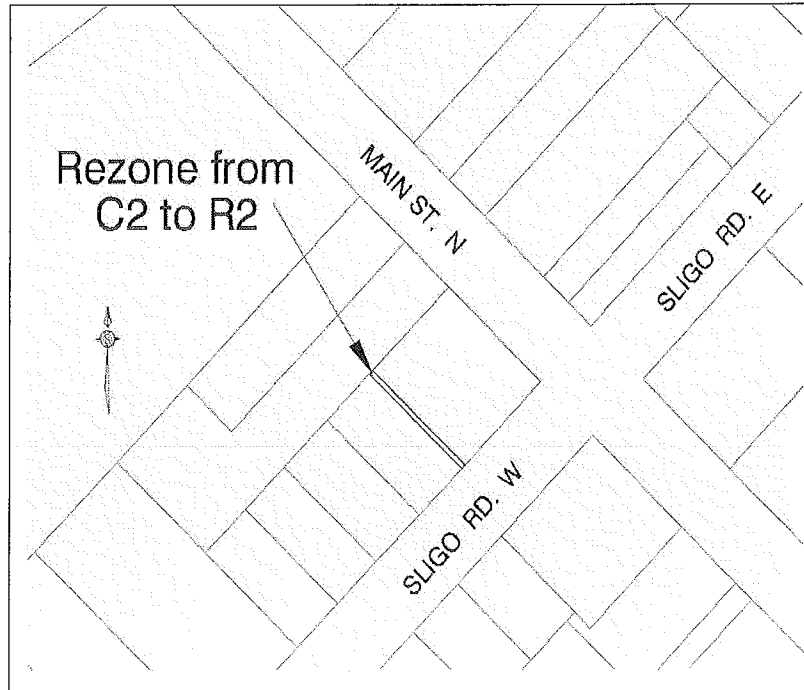
**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "A"



Rezoned from C2 to R2

This is Schedule "A" to By-law No. 8-13
Passed this 28th day of January, 2013

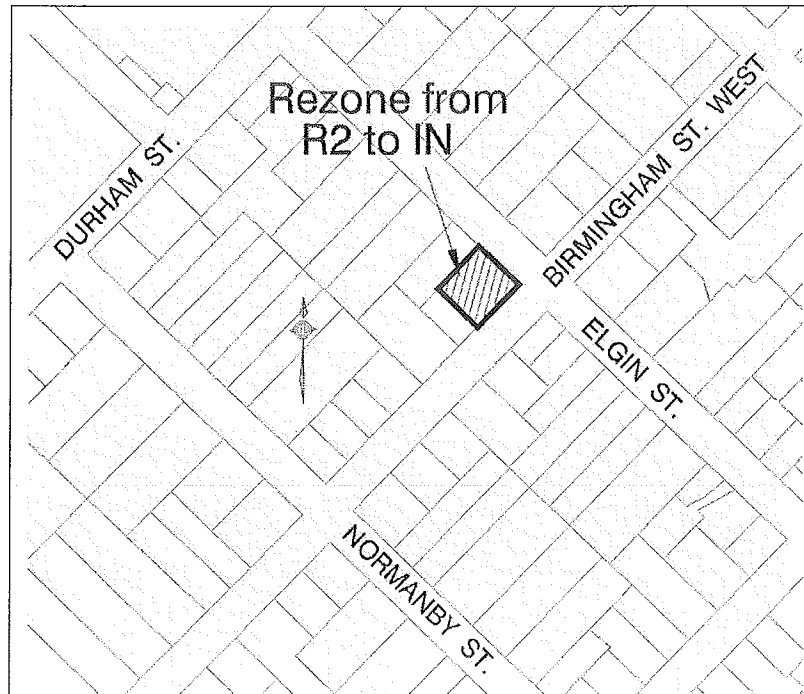
RAYMOND TOUT,
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "B"



Residential (R2) to Institutional (IN).

This is Schedule "B" to By-law No. 8-13
Passed this 28th day of January, 2013

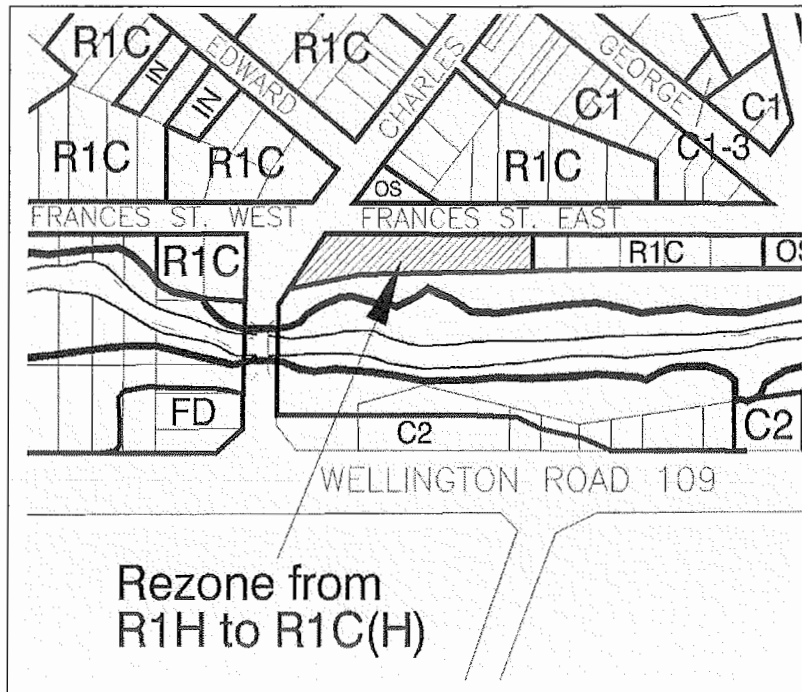
RAYMOND TOUT,
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "C"



Residential Holding (R1H) to Residential Holding (R1C (H)).

This is Schedule "C" to By-law No. 8-13
Passed this 28th day of January, 2013

RAYMOND TOUT,
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "D"



Rezone from Agricultural Exception (A-93) to Agricultural Exception (A-132)

**This is Schedule "D" to By-law No. 8-13
Passed this 28th day of January, 2013**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "E"



**Agricultural Exception (A-119) and (A-120) to
Agricultural Exception (A-123) and (A-124)**

**This is Schedule "E" to By-law No. 8-13
Passed this 28th day of January, 2013**

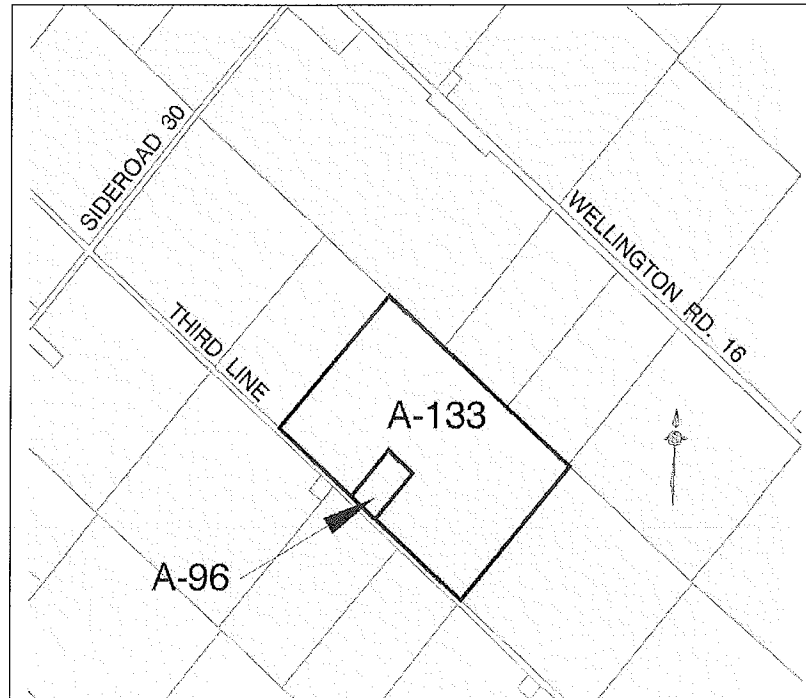
**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "F"



Agricultural Exception (A-95) to Agricultural Exception (A-133).

This is Schedule "F" to By-law No. 8-13
Passed this 28th day of January, 2013

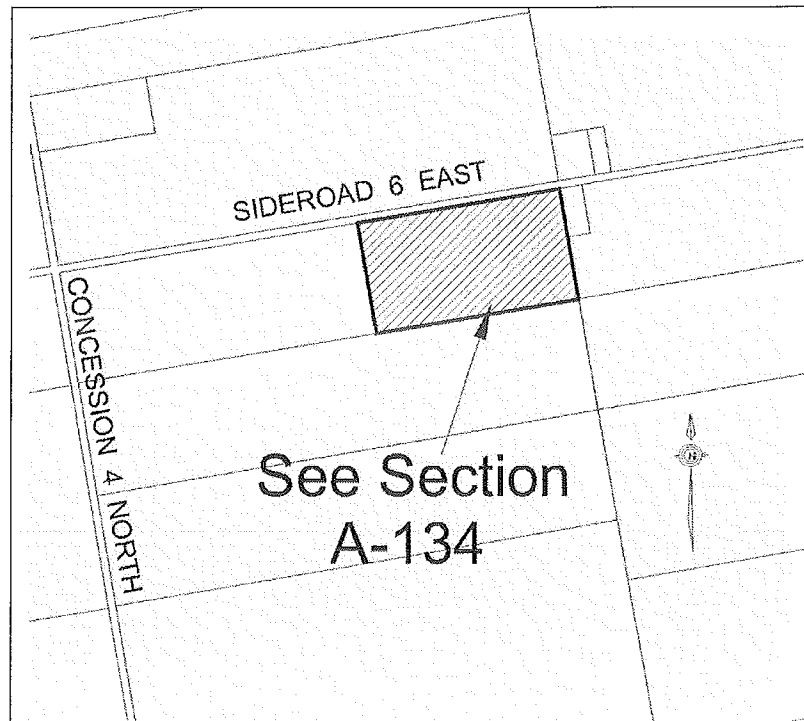
RAYMOND TOUT,
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LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "G"



Agricultural to Agricultural Exception (A-134).

This is Schedule "G" to By-law No. 8-13
Passed this 28th day of January, 2013

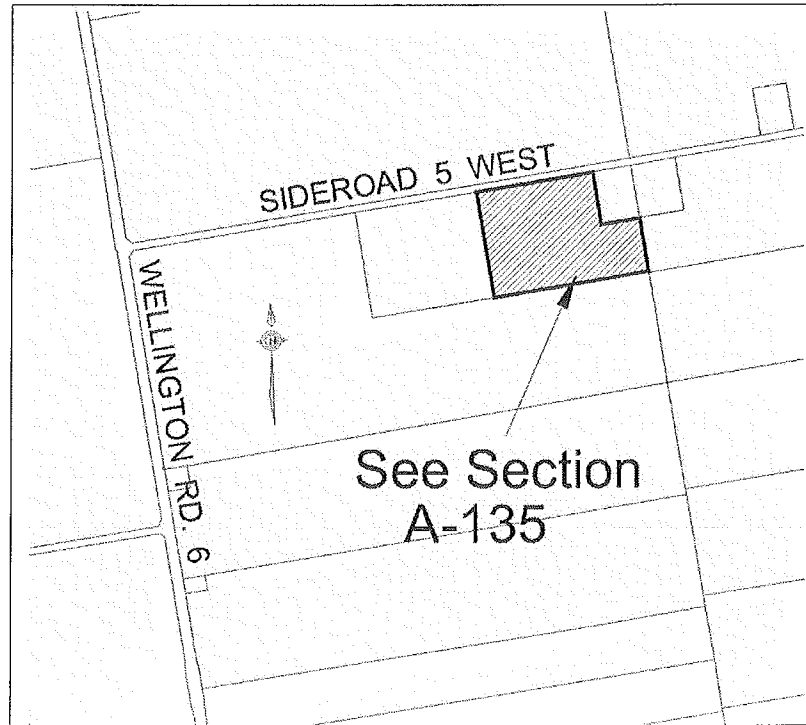
RAYMOND TOUT,
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CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "H"



Agricultural to Agricultural Exception (A-135).

This is Schedule "H" to By-law No. 8-13
Passed this 28th day of January, 2013

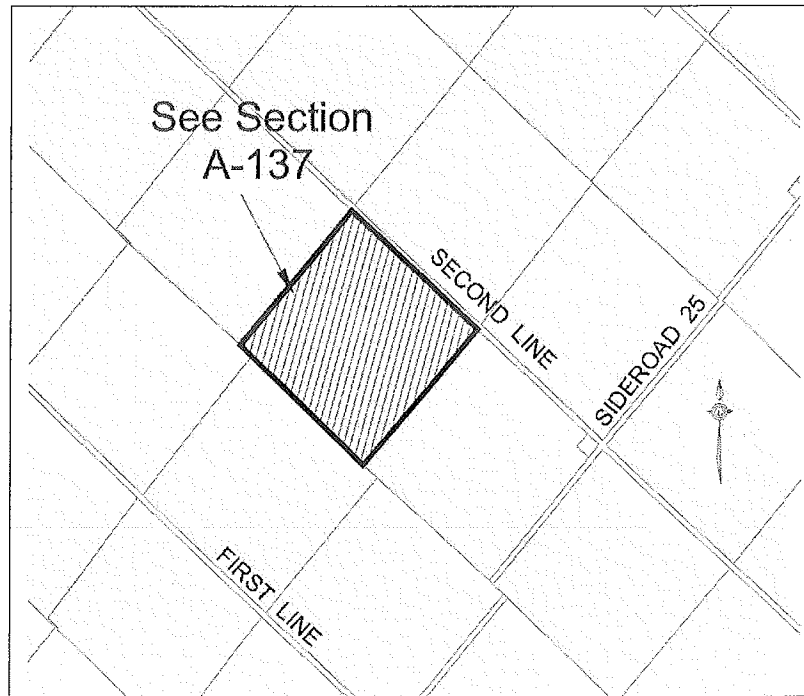
RAYMOND TOUT,
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "I"



Agricultural to Agricultural Exception (A-137).

This is Schedule "I" to By-law No. 8-13
Passed this 28th day of January, 2013

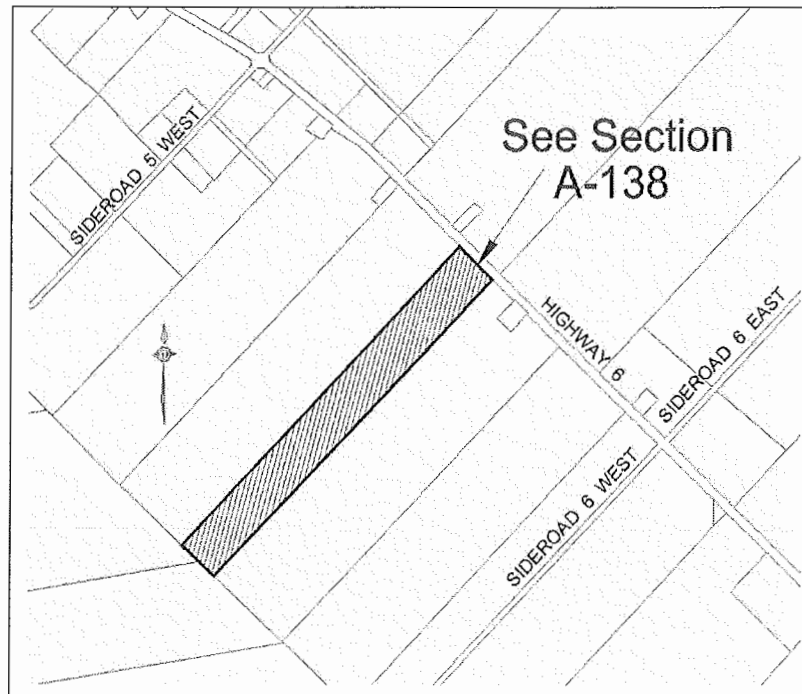
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MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 6-13

Schedule "J"



Agricultural to Agricultural Exception (A-138).

**This is Schedule "J" to By-law No. 8-13
Passed this 28th day of January, 2013**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 6-13

THE PURPOSE AND EFFECT OF THE ZONING BY-LAW AMENDMENT is to provide for “housekeeping” changes to the Comprehensive Zoning By-law as itemized below:

- i) General typographical and mapping corrections.
- ii) Clarification of text for regulations such as non-complying uses, buffer areas, common amenity area, hobby barns, yard encroachments.
- iii) Add text to clarify the use of trailer boxes for storage or temporary uses.
- iv) Amend provisions for accessory uses, including clarifying number, size and location of structures.
- v) Provide regulations for accessory residential uses in a Highway Commercial zone.
- vi) Add new provisions to restrict dog kennels unless a site specific zoning amendment is obtained.
- vii) Identify existing kennel operations within zoning by-law via site specific zoning.
- viii) Add and update definitions,
- ix) Modify parking requirements related to street townhouse uses.

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

BY-LAW NUMBER 7-13

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF TOURISM, CULTURE AND SPORT AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Creative Communities Prosperity Fund)

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS the purpose of the Creative Communities Prosperity Fund is to support municipalities to develop cultural resources as a key part of their community and economic development strategies, and integrate cultural planning with economic development, environmental responsibility, social equity and land use planning processes.

AND WHEREAS the Township of Wellington North has applied for funds under the Creative Communities Prosperity Fund to prepare a Wellington North Cultural Plan to enhance the knowledge of current staff by working alongside the chosen hired consultant to assist Wellington North in developing a comprehensive Municipal Cultural Plan in support of Wellington North's strategy of Becoming a Creative Rural Economy;

AND WHEREAS it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Tourism, Culture and Sport with respect to the Rural Economic Development Program.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Tourism, Culture and Sport with respect to the Creative Communities Prosperity Fund in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required under the Creative Communities Prosperity Fund on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF JANUARY, 2013.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

BY-LAW NUMBER 7-13
SCHEDULE A

ONTARIO FUNDING AGREEMENT

EGMS File #: 2012-08-1-5807823

THE AGREEMENT effective as of January 9, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Tourism, Culture and Sport
(the "Province")

- and -

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

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Additional Funding Requirements” means the requirements as specified in Schedule “A”.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “C”.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenses” means costs (exclusive of HST) incurred after the date of the Minister’s Approval letter, and which are determined by the Ministry of Tourism, Culture and Sport (MTCS) in its sole discretion to be reasonable, necessary and directly incurred and paid by the Recipient for goods, equipment or services related to carrying out the Project as described in Schedule “B” and as such costs may be further described in Schedule “C”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 26.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, her ministers, agents, appointees and employees.

“Maximum Funds” means \$46,000

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “B”.

“Project End Date” means the last date when eligible expenses can be incurred for this Project.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Project schedule set out in Schedule “B”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2013 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "A"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2, and any Additional Funding Requirements described in Schedule "A";
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province shall only provide Funds for eligible expenses incurred by the Recipient on or before the Project End Date;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 13.1.

4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

- (a) it shall do so through a process that promotes the best value for money; and

- (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province all Reports in accordance with the timelines and content requirements set out in Schedule "A", or in a form as specified by the Province from time to time;
 - (b) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in accordance with Schedule "E", acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**ARTICLE 10
INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**ARTICLE 11
INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; and/or
- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of sixty (60) days or more.

14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Tourism, Culture and Sport
401 Bay Street, Suite 1700
Toronto, ON M7A 0A7

Attention: Michelle V. Jones
Culture Programs Advisor
Email: ccpf-fpcc@ontario.ca

To the Recipient:

Corporation of the Township of Wellington
North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

Attention: April Marshall
Tourism, Marketing & Promotion Manager
Email: amarshall@wellington-north.com

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 CONSENT BY PROVINCE

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20 SEVERABILITY OF PROVISIONS

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Specific Information and Additional Provisions;
- (b) Schedule "B" - Project Description and Timelines;
- (c) Schedule "C" - Budget;

- (d) Schedule "D" - Reports; and
- (e) Schedule "E" – Requirements for use of the Ontario logo and acknowledgement of Funding.

**ARTICLE 29
COUNTERPARTS**

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 30
JOINT AND SEVERAL LIABILITY**

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE**

- 31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 32
BPSAA**

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Tourism, Culture and Sport**

Name: Peter Armstrong	Date
Title: Director, Programs and Services Branch	

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Name:	Date
Title:	

Name:	Date
Title	

I/We have authority to bind the Recipient.

SCHEDULE "A"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$46,000
Funding Instalments	<p>Subject to subsection 4.2 of this Agreement,</p> <p>I. Ninety percent (90%) of the maximum funding amount, i.e. \$41,400 upon execution by both parties of the Agreement;</p> <p>II. Ten percent (10%), i.e. \$4,600 upon receipt and acceptance of a satisfactory Post-Project Report (PPR) that includes details noted in reporting section below.</p>
Address for notice if to the Province	<p>Michelle V. Jones Culture Programs Advisor Ministry of Tourism, Culture and Sport 401 Bay Street, Suite 1700 Toronto, Ontario M7A 0A7 Tel: (416) 314-5171 Email: ccpf-fpcc@ontario.ca</p>
Address for notice if to the Recipient	<p>Mrs. April Marshall Tourism, Marketing & Promotion Manager Corporation of the Township of Wellington North 7490 Sideroad 7 West, PO Box 125 Kenilworth, ON N0G2E0 Tel: 519-848-3620 x30 Email: amarshall@wellington-north.com</p>
Reporting	<p>A Final/Post-Project Report is due on or before: March 31, 2014 and must include the following:</p> <ul style="list-style-type: none"> • a Financial Summary of Revenues and Expenditures associated with the Project. See sample copy attached as Appendix 1 in Schedule "D" • a copy of Invoices and Proofs of Payment for all cash expenditures • a complete and signed copy of the Post-Project Report (PPR) Form. See sample copy attached as Appendix 2 in Schedule "D" • an electronic copy of all reports and publications (including news articles) produced as part of the Project • a sample of all materials indicating how the Province's support has been acknowledged in accordance with Article 8 of this Agreement, and • any other details that may be requested by the Province. <p>N.B.: Electronic forms of Appendix 1 and 2 can be obtained from your local Ministry contact or downloaded from the Grants Ontario web portal.</p>
Additional Funding Requirements	<p>The Province will not provide any Funds to the Recipient until the Recipient has provided:</p> <ul style="list-style-type: none"> • a signed completed Application for Electronic Funds Transfer (Direct Deposit) and Remittance Advice Notification for Suppliers (number 33-5098) form
Additional Provisions	Nil

SCHEDULE "B"
PROJECT DESCRIPTION AND TIMELINES

PROJECT DESCRIPTION AND TIMELINES	
Project Title and Description	<p>Wellington North Cultural Plan : Supporting a Creative Rural Economy</p> <p>This project will enable the Township of Wellington North to enhance the knowledge of current staff by working along side the chosen hired consultant to assist us in developing a comprehensive Municipal Cultural Plan in support of our strategy of Becoming a Creative Rural Economy. A cultural mapping process and profile of the Township's cultural resources will be undertaken. Broad community engagement will occur through cultural forums which will assist us in building a shared vision for the Township.</p>
Project End Date	<p>December 31, 2013</p> <p>N.B.: This is the last date when eligible expenses can be incurred for this Project.</p>
Key Milestones & Activities	<p>As per work plan included in your application for funding under the 2012-13 Creative Communities Prosperity Fund (CCPF)</p>

SCHEDULE "C"
BUDGET

TOTAL ELIGIBLE PROJECT COSTS: \$57,500
MAXIMUM FUNDS FROM THE PROVINCE: \$46,000

Township of Wellington North	Amount (\$)
STAFFING COSTS	
Project Management (existing staff)	\$9,000.00
PROGRAM EXPENSES	
Consulting fees	\$45,000.00
Travel/meeting expenses for workshops	\$2,500.00
Printing and Communication expenses	\$1,000.00
TOTAL ELIGIBLE PROJECT EXPENSES:	\$57,500.00

**SCHEDULE "D"
REPORTS**

(APPENDIX 1 –Financial Summary of Project Revenues and Expenditures)
THIS IS A SAMPLE ONLY – DO NOT COMPLETE

[Name of Organization] EGMS File # [insert File number]
For the period from: [month/year] to [month/year]

List Sources of Funds **Amount**

Cash Contribution from Applicant/Partner Organizations:*

*Your contribution of staff salaries and benefits for new or existing staff specifically required for the project should be recorded as cash.

- 1
- 2
- 3

Other Government Funding/Private sector contributions:

- 1
- 2

List Contributors of In-kind Services/Materials:

- 1
- 2
- 3

Ministry of Tourism, Culture and Sport:

1. Funds Received to Date
2. Expected Holdback (10%)

TOTAL REVENUE

Cash Expenditures:*

Amount

*The line item expenditures listed immediately below should include eligible costs listed in Schedule "C". Invoices and Proofs of Payment must be submitted for all eligible cash expenditures.

- 1
- 2
- 3
- 4

List Type of In-kind Expenditures:

- 1
- 2
- 3

TOTAL EXPENDITURES

(APPENDIX 2 – Post Project Report Form)
THIS IS A SAMPLE ONLY – DO NOT COMPLETE

Organization Name:		
Contact Person for the Project:	Position/Title:	
Telephone No:	Email Address:	
Project Title:		
Project Start Date:	Project End Date:	Web site/link relating to the Project:
1. PROVIDE A BRIEF DESCRIPTION OF THE PROJECT FOR WHICH FUNDS WERE RECEIVED.		
2. PLEASE EXPLAIN IF PROJECT WAS CARRIED OUT AS ORIGINALLY SUBMITTED AND/OR ANY DIFFERENCES BETWEEN YOUR PROJECT'S ACTUAL REVENUES AND EXPENSES.		
3. AS SET OUT IN YOUR APPLICATION, SELECT AND DESCRIBE USING QUALITATIVE AND QUANTITATIVE EVIDENCE HOW YOUR PROJECT SUPPORTS / SUPPORTED AT LEAST TWO OF THE EXPECTED OUTCOMES OF THE FUNDING PROGRAM. PLEASE INCLUDE IN YOUR RESPONSE (AS APPLICABLE), THE IMPACT OF THE PROJECT IN TERMS OF HOW IT CONTRIBUTES OR WILL CONTRIBUTE TO BUILDING A STRONG AND STABLE CULTURE SECTOR; VIBRANT, LIVEABLE COMMUNITIES AND/OR A PROSPEROUS CREATIVE ECONOMY IN ONTARIO.		
4. IF THE WORK UNDERTAKEN IN YOUR PROJECT RESULTED IN THE DEVELOPMENT OF A NEW MODEL OR INNOVATIVE TOOL, PLEASE DESCRIBE HOW YOUR ORGANIZATION WILL SHARE / SHARED THESE FINDINGS.		
5. LIST THE NUMBER OF WORKSHOPS OR COMMUNITY MEETINGS HELD AND DESCRIBE HOW THEY HELPED TO SHAPE YOUR PROJECT'S GOAL. PLEASE INCLUDE IN YOUR RESPONSE, LOCATION(S) WHERE WORKSHOPS WERE CARRIED OUT AND NUMBER OF PARTICIPANTS AT EACH EVENT.		
6. LIST AND DESCRIBE THE LEVEL OF COMMUNITY / REGIONAL / PROVINCIAL PARTNERS ASSOCIATED WITH YOUR PROJECT, AND HOW THEY ARE / WERE INVOLVED IN THE PROJECT OUTCOMES.		
7. IF THE WORK UNDERTAKEN IN YOUR PROJECT IS TO BE CONTINUED PLEASE EXPLAIN HOW IT WILL BE SUSTAINED.		
8. EXPLAIN HOW THE PROVINCE'S SUPPORT HAS BEEN ACKNOWLEDGED IN ACCORDANCE WITH ARTICLE 8 OF THE FUNDING AGREEMENT.		

I hereby certify that the information contained in this report is true, correct and complete in every respect and that the records of revenues, purchases and expenditures (as indicated in Appendix 1 of this report) for this project will be kept and be available for at least seven (7) years.

Name of Authorized Official (please print):	Signature:	Date:
Title of Authorized Official (please print):	Name of Organization:	

SCHEDULE "E"
REQUIREMENTS FOR USE OF THE ONTARIO LOGO AND ACKNOWLEDGMENT OF FUNDING

Below are the requirements for use of the Ontario logo and acknowledgment of funding in all print and electronic communications, reports and publications produced in relation to the Project:

- 1). The Ontario logo should be used only as provided. The visual or structural relationship may not be changed in any way.

- 2). In most applications (e.g. business stationery), the Ontario logo appears in a black against a white or light background, e.g.



or, in white against a black or dark background, e.g.



There is no colour version of the logo. Digital files of the Ontario logo, in three formats (eps, tif and jpg) will be provided by the Province.

- 3). When accompanying other corporate logos, the Ontario Logo should be the same size.

- 4). The ministry name should not be used with the Ontario logo. Acknowledgement is of the **Government of Ontario** not the Ministry. The following are the two most common tag lines:
 - Funded by the Government of Ontario

 - or

 - Funding provided by the Government of Ontario

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 8-13

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 28, 2013.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

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

1. That the action of the Council at its Regular Meeting held on January 28, 2013 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 28TH DAY OF JANUARY, 2013.**

RAYMOND TOUT
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

MEETINGS, NOTICES, ANNOUNCEMENTS

Monday, February 4, 2013	Finance Committee	4:00 p.m.
Tuesday, February 5, 2013	Recreation & Culture Committee	8:30 a.m.
Monday, February 11, 2013	Public Meeting	7:00 p.m.
Monday, February 11, 2013	Public Meeting	7:15 p.m.
Monday, February 11, 2013	Court of Revision	7:30 p.m.
Monday, February 11, 2013	Regular Meeting of Council	Following Court of Revision
Tuesday, February 19, 2013	Fire Committee	7:00 p.m.
Wednesday, February 20, 2013	Building & Property Committee	9:00 a.m.
Wednesday, January 23, 2013	Economic Development Committee	6:00 p.m.

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

Sign Language Services – Canadian Hearing Society – 1-800-668-5815

Documents in alternate forms – CNIB – 1-866-797-1312