



Township of Wellington North

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

Regular Meeting of Council

Monday, March 7, 2011 – 7:00 p.m.

Council Chambers, Municipal Office, Kenilworth

AGENDA

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AGENDA ITEM	PAGE NO.
<u>CALLING THE MEETING TO ORDER</u>	
- Mayor Tout	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
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**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

Monday, February 14, 2011

7:00 p.m.

Members Present:

Mayor: Ray Tout
Councillors: Sherry Burke
Mark Goetz
Andy Lennox

Absent:

Councillor: Dan Yake

Also Present: Chief Administrative Officer/Clerk: Lorraine Heinbuch
Executive Assistant: Cathy Conrad
Treasurer: John Jeffery
Manager of Public Works: Gary Williamson

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

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the February 14, 2011 Regular Meeting of Council be accepted and passed with the addition of:

STANDING COMMITTEES

- 5. *Works Committee***
Report Re: Concession #4 River Erosion Control Project

Resolution Number: 1

Carried

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

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C. **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE
THEREOF**

None declared.

D. **MINUTES**

1. Regular Meeting of Council, February 7, 2011

**Moved by: Councillor Goetz
Seconded by: Councillor Burke**

THAT the minutes of the Regular Meeting of Council held on February 7, 2011 be adopted as circulated.

Resolution Number: 2

Carried

E. **BUSINESS ARISING FROM MINUTES**

None.

F. **DELEGATIONS, DEPUTATIONS, PETITIONS**

None.

G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS**

1. Treasurers Report – The ONE Investment Program

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TOWNSHIP OF WELLINGTON NORTH**

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**G. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)**

2. Arthur Area Fire Department
- January 2011 Report
 - January 2011 Fire Prevention Officer's Report

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Arthur Area Fire Department January 2011 Report and the Fire Prevention Officer's Report.

Resolution Number: 3

Carried

3. Mount Forest Fire Department
- January 2011 Report
 - January 2011 Fire Prevention Officer's Report

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest Fire Department January 2011 Report and the Fire Prevention Officer's Report.

Resolution Number: 4

Carried

4. Water/Sewer Committee
- Minutes, February 8, 2011

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of Water/Sewer Committee meeting held on February 8, 2011.

Resolution Number: 5

Carried

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**THE CORPORATION OF THE
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G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS** (continued)

4. Water/Sewer Committee (continued)
- Arthur Drinking Water System Schedule 22 Summary Report for 2010

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive and approve the Arthur Drinking Water System Schedule 22 Summary Report for 2010 – Prepared for Members of Council.

Resolution Number: 6 **Carried**

- Mount Forest Drinking Water System Schedule 22 Summary Report for 2011

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive and approve the Mount Forest Drinking Water System Schedule 22 Summary Report for 2010 – Prepared for Members of Council.

Resolution Number: 7 **Carried**

**THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

Monday, February 14, 2011

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G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS** (continued)

5. Works Committee
- Report Re: Concession #4 River Erosion Control Project

Moved by: Councillor Lennox
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North approve as part of the 2011 Roads Capital Budget proceeding with the Concession #4 River Erosion Control project at an estimated cost of \$215,000.

Resolution Number: 8

Carried

H. **CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION**

1. Saugeen Valley Conservation Authority
Re: - 2011 Draft Budget Information
- Notice of New Office Location
- Received as information

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

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I. BY-LAWS

1. 10-11 Being a By-law to Authorize the Corporation of the Township of Wellington North ("The Corporation") to Enter into the Agency Agreement, as Defined Herein, Between CHUMS Financing Corporation and Local Authority Services Limited, as Agent, and Eligible Investors with Respect to "The One Investment Program" and to Authorize the Treasurer to Execute the Necessary Documents From Time to Time for that Purpose

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT By-law Number 10-11 being a by-law to authorize the Corporation of the Township of Wellington North (The "Corporation") to enter into the Agency Agreement, as defined herein, between CHUMS Financing Corporation and Local Authority Services Limited, as Agent, and eligible investors with respect to "The One Investment Program" and to authorize the Treasurer to execute the necessary documents from time to time for that purpose be read a First, Second and Third time and finally passed.

Resolution Number: 9

Carried

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J. OTHER/NEW BUSINESS

1. Report of Livestock Valuer
Re: Livestock Claims

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$1,540.00 to Nicole Heath for livestock claims dated January 13, 2011 and February 8, 2011.

AND FURTHER THAT Gord Flewwelling be paid \$150.00 for Livestock Valuer fees and \$43.00 for mileage.

Resolution Number: 10

Carried

K. ITEMS FOR COUNCIL'S INFORMATION

- Grand River Conservation Authority
- Newsletter, Grand Actions, Volume 16, Number 1 – Jan-Feb 2011

L. COUNCILLOR'S PRIVILEGE

Councillor Burke updated Council on plans for the celebration at the Arthur Community Centre being held on March 12 for the opening of the new elevator. The Arthur Lions will be serving breakfast and Dan the Music Man will provide entertainment for the children. More details will be provided at a later date.

Councillor Lennox commented that there were dog tag amounts that were not collected in 2010 and questioned what mechanisms are needed for collection of this fee when dog owners do not pay for tags.

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L. **COUNCILLOR'S PRIVILEGE** (continued)

John Jeffery, Treasurer, explained that people may purchase tags at the Township office or from an enumerator. If no one is home when the enumerator drops by a notice is left. Some people are not responding to the notice or are refusing to pay. Letters are sent to those who have received notices but haven't been paid. Since the Fees and Charges By-law was passed last year there may be an option to include the outstanding dog tag fees with taxes. There could be issues with landlords being billed for tenants outstanding dog tag fees. The revenue from dog tags is used to pay for livestock claims involving dogs and is intended to cover the cost of the canine control officer.

Lori Heinbuch, CAO/Clerk informed Council that the Township is in the process of revamping the animal control by-law. An amendment to the Zoning By-law will be needed in regards to kennels. Once the new by-law is in place we can have it short form worded and use provincial offences to collect.

M. **NOTICE OF MOTION**

None tabled.

N. **CLOSED MEETING SESSION**

1. "Personnel" matter

Moved by: Councillor Goetz

Seconded by: Councillor Lennox

THAT Council go into a meeting at 7:33 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001

- ***to consider labour relations or employee negotiations***

Resolution Number: 11

Carried

**THE CORPORATION OF THE
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N. **CLOSED MEETING SESSION** (continued)

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 8:09 p.m.

Resolution Number: 12

Carried

O. **CONFIRMING BY-LAW**

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT By-law Number 11-11 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 February 14, 2011 be read a First, Second and Third time and finally passed.

Resolution Number: 13

Carried

P. **ADJOURNMENT**

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Regular Council meeting of February 14, 2011 be adjourned at 8:10 p.m.

Resolution Number: 14

Carried

C.A.O./CLERK

MAYOR

Servicing Master Plan
Update for the Community
of Mount Forest
Municipal Council Presentation
March 7th, 2011 – 7:00 p.m.

Agenda

- Background
- Purpose of Master Plan Update
- Population Growth Projections
 - Methodology
- Existing Water and Sewage Facilities
 - Water Analysis
 - Sewage Analysis
- Report Recommendations

Background

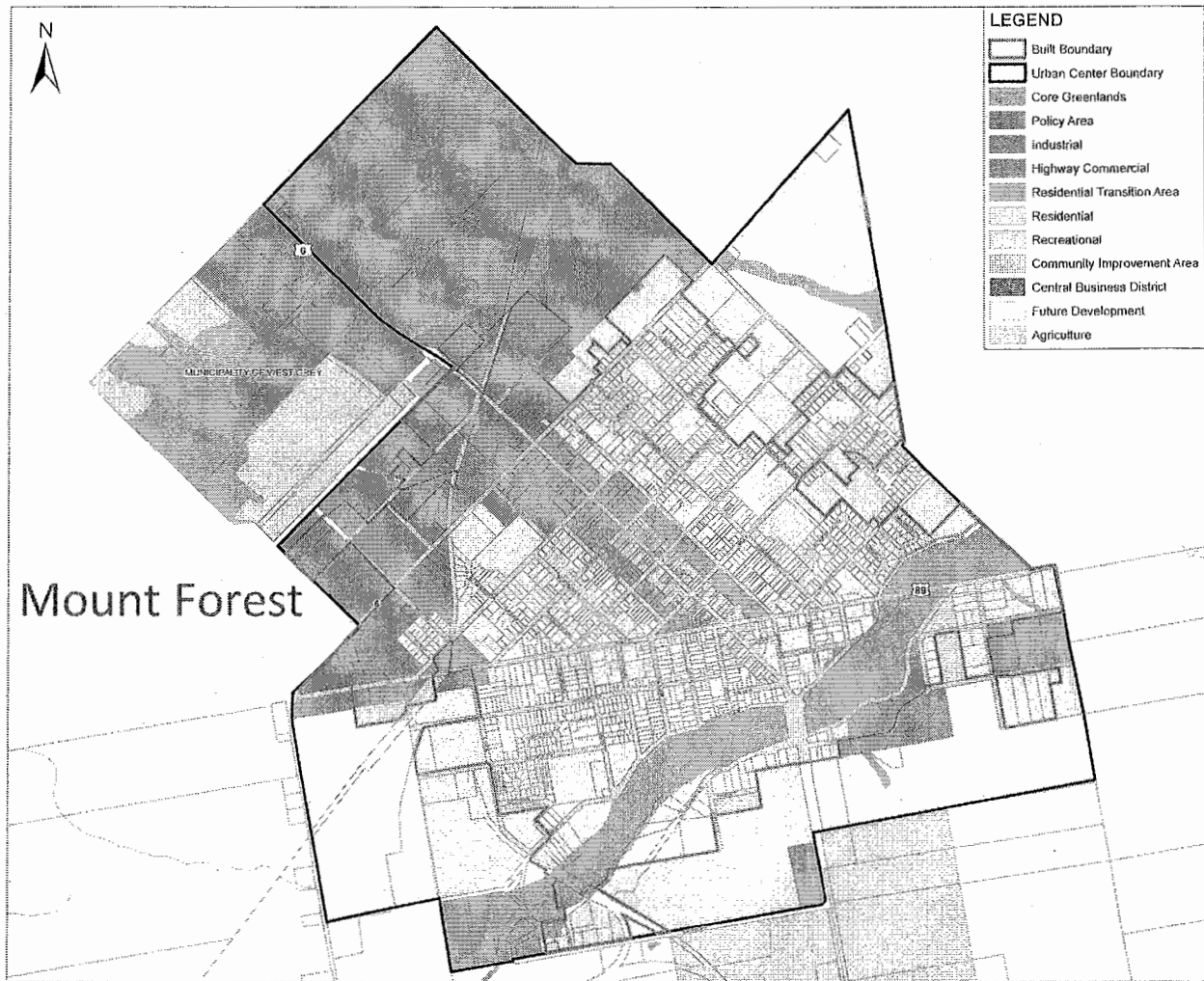
- 2003: Water Supply and Sanitary Sewage Collection Master Plan Completed
- 2005: Places to Grow Act
- 2008: Population, Housing & Employment Forecast Updated by C.N. Watson & Associates
- 2009: Wellington North Comprehensive Review of Residential and Employment Growth Report Prepared by County of Wellington

Servicing Master Plans

- Long Range Planning Documents
- Integrate Infrastructure Requirements for Existing and Future Land Uses
- Incorporate at Minimum Phases 1 & 2 of the Environmental Assessment Process
- Recommend an Infrastructure Master Plan that can be Implemented Through the Completion of Individual Projects

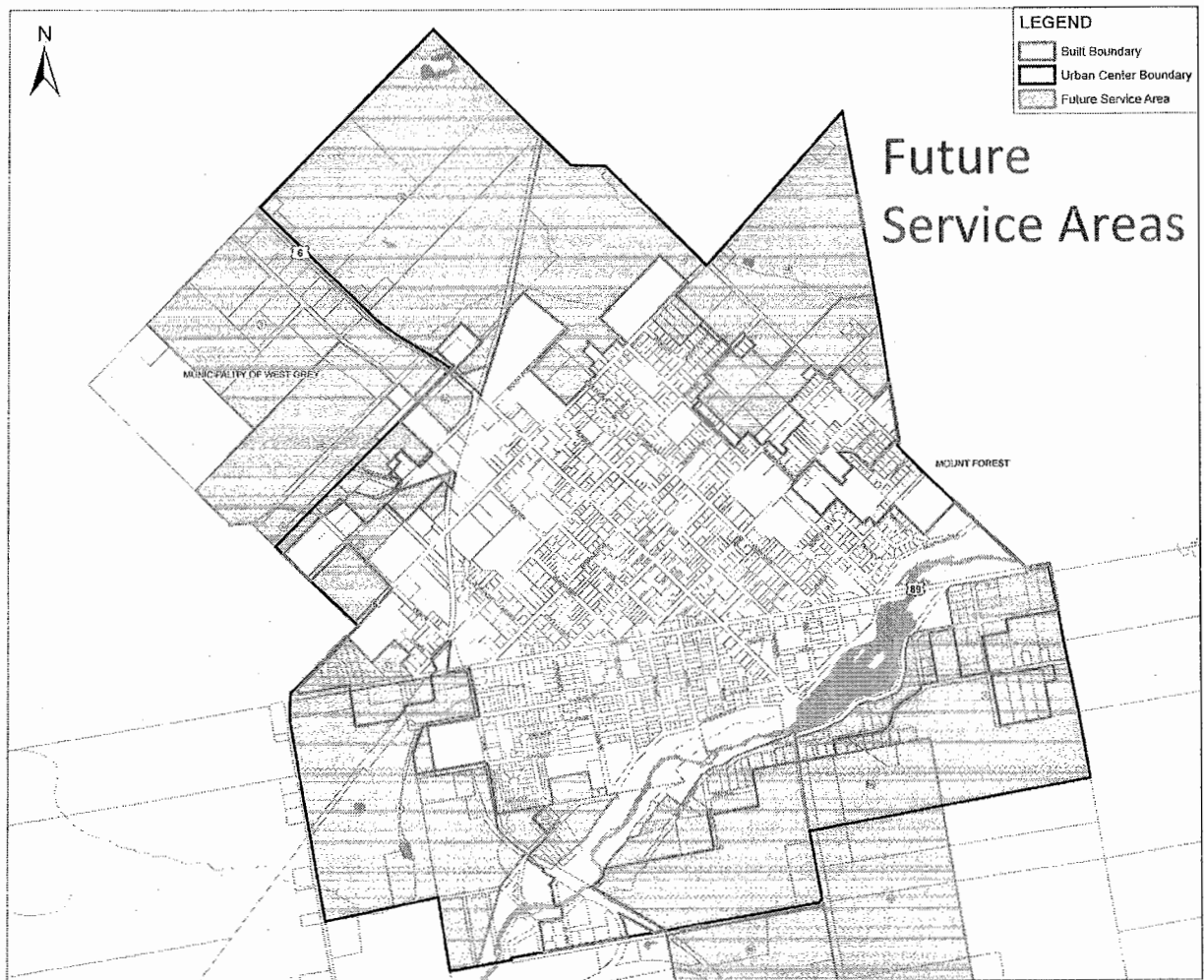
Purpose of Update

- Update Process Initiated in 2009
- Incorporate Projects Constructed Since Completion of 2003 Master Plan
 - Cork, Durham and Main Sewage Pumping Stations
 - Sanitary and Watermain Replacements/Extensions
- Revise Population and Growth Projections
- Review and Update Water Modeling and Sanitary Sewage Flows
- Identify revised water and sewage infrastructure growth requirements



Growth Projections

- Project 20 Year and 50 Year Growth Periods
- Conformity with Growth Plan for the Greater Golden Horseshoe (2006)
 - C.N. Watson Population and Housing Update
 - Comprehensive Review of Employment and Residential Growth
- Identify Future Development Lands to Accommodate Anticipated Growth
 - Residential, Commercial and Industrial Growth

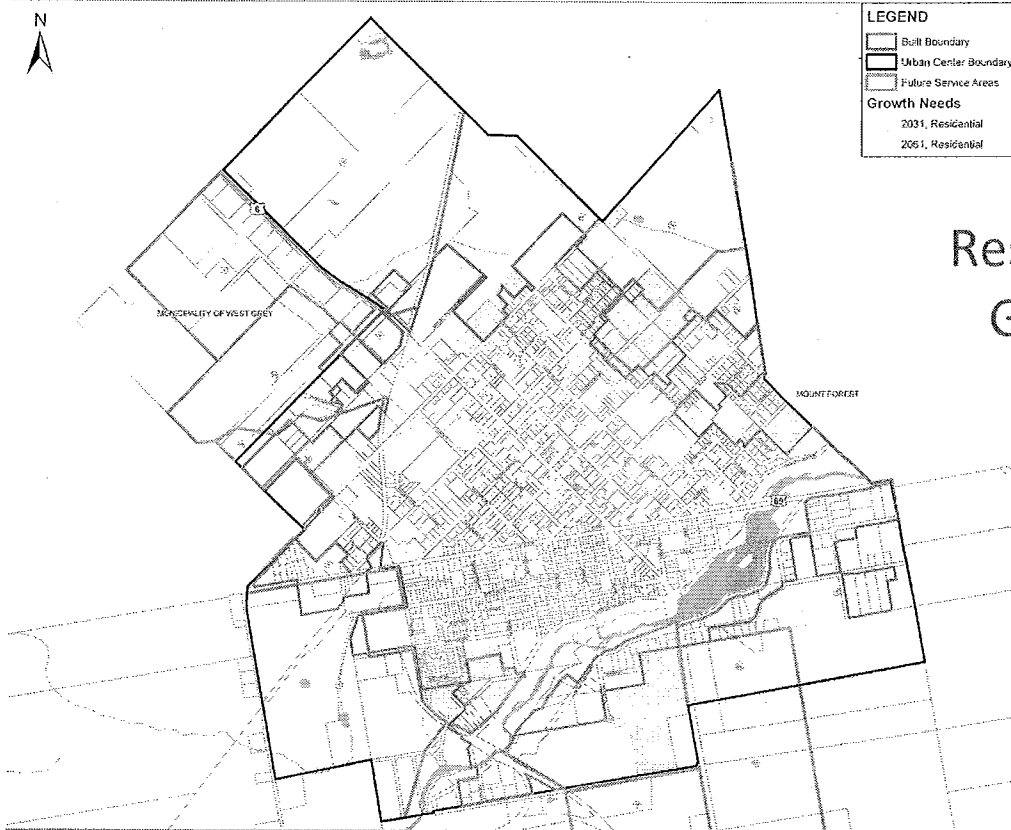


Growth Analysis

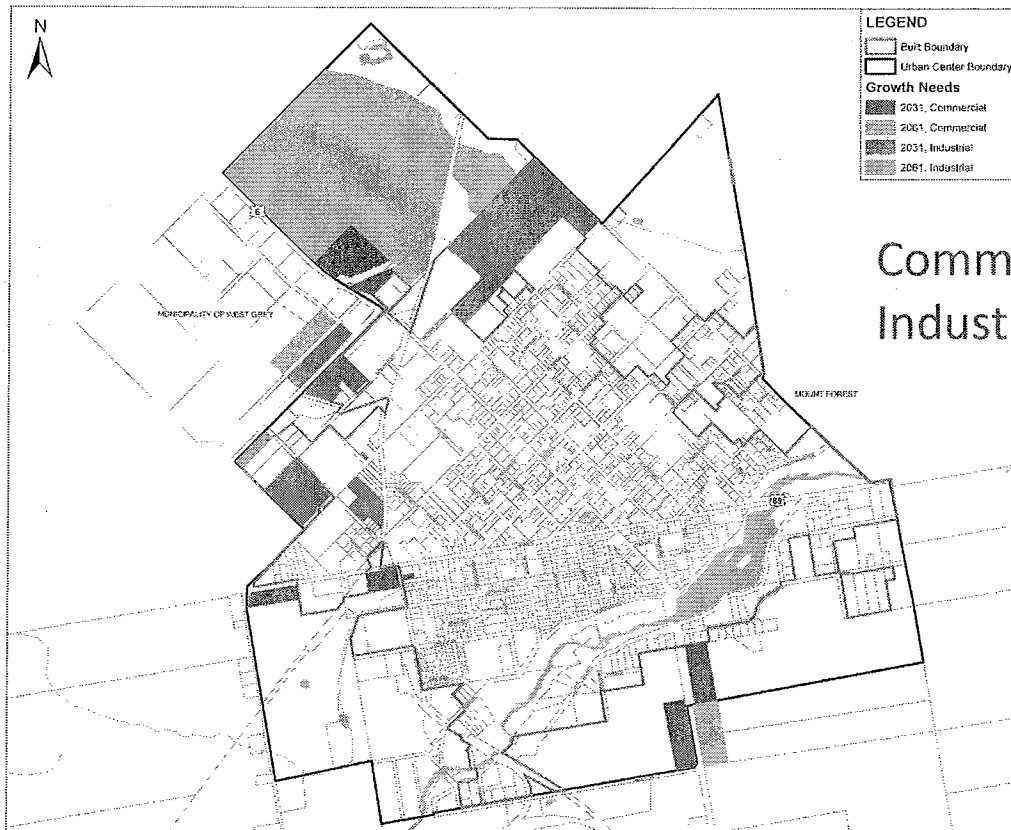
- Identify Vacant Development Lands
 - Residential Supply – Wellington County
 - Employment Growth Report
- Designated Lands then Future Development
- Assign Density to Parcels
 - Approved Planning Documents
 - 16 Units/ha Residential
 - 23.5 jobs/ha (Ind.), 33.4 jobs/ha (Comm.)

Results of Population Growth Analysis

	Year	Households	Population	Growth Rate
Historic Growth	1981	1,341	3,474	+0.58%
	1991	1,749	4,266	+3.49%
	2001	1,885	4,584	+0.24%
	2011	2,070	5,060	+1.27%
C.N. Watson Report	2021	2,540	6,280	+2.28%
	2031	3,050	7,620	+1.86%
Master Plan	2041	3,560	8,880	+1.44%
	2051	3,980	9,930	+1.02%
	2061	4,270	10,650	+0.60%

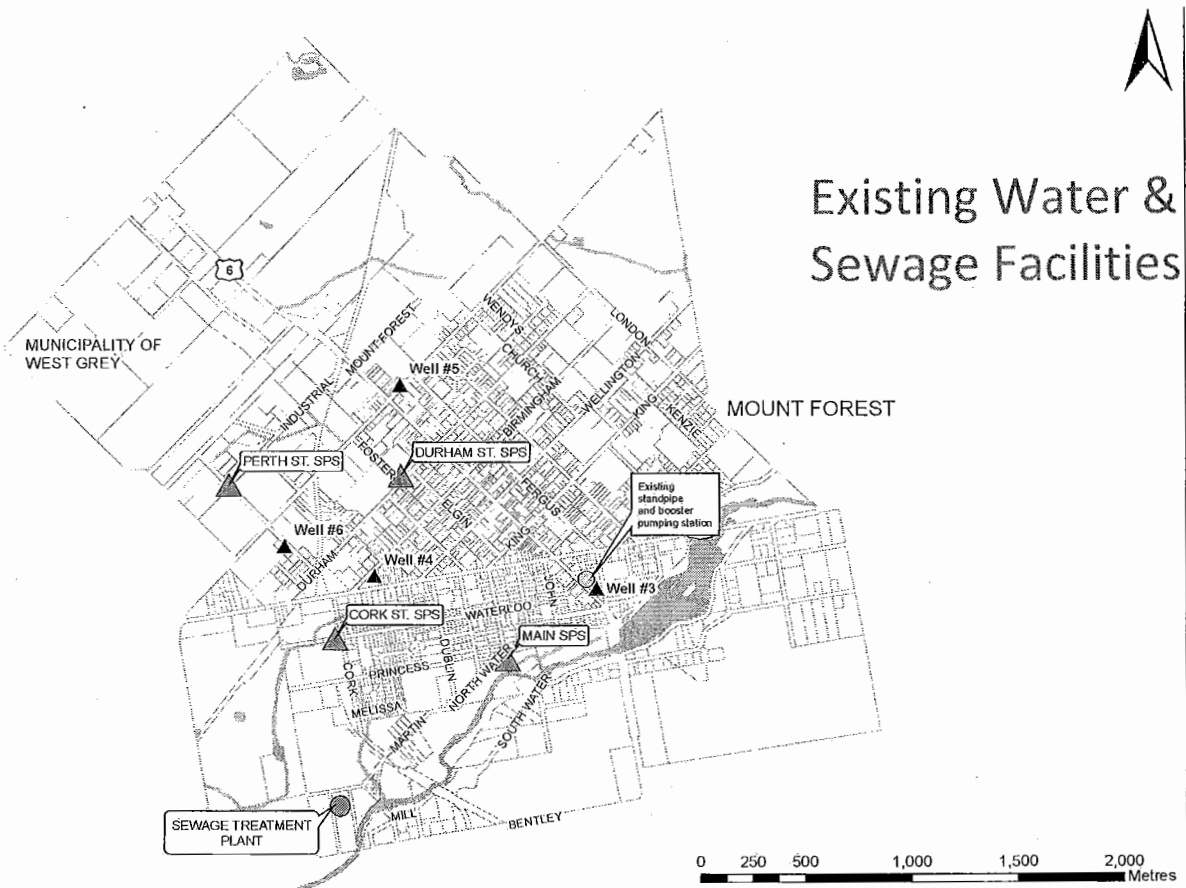


Residential Growth



Commercial & Industrial Growth

Water and Sewage Analysis



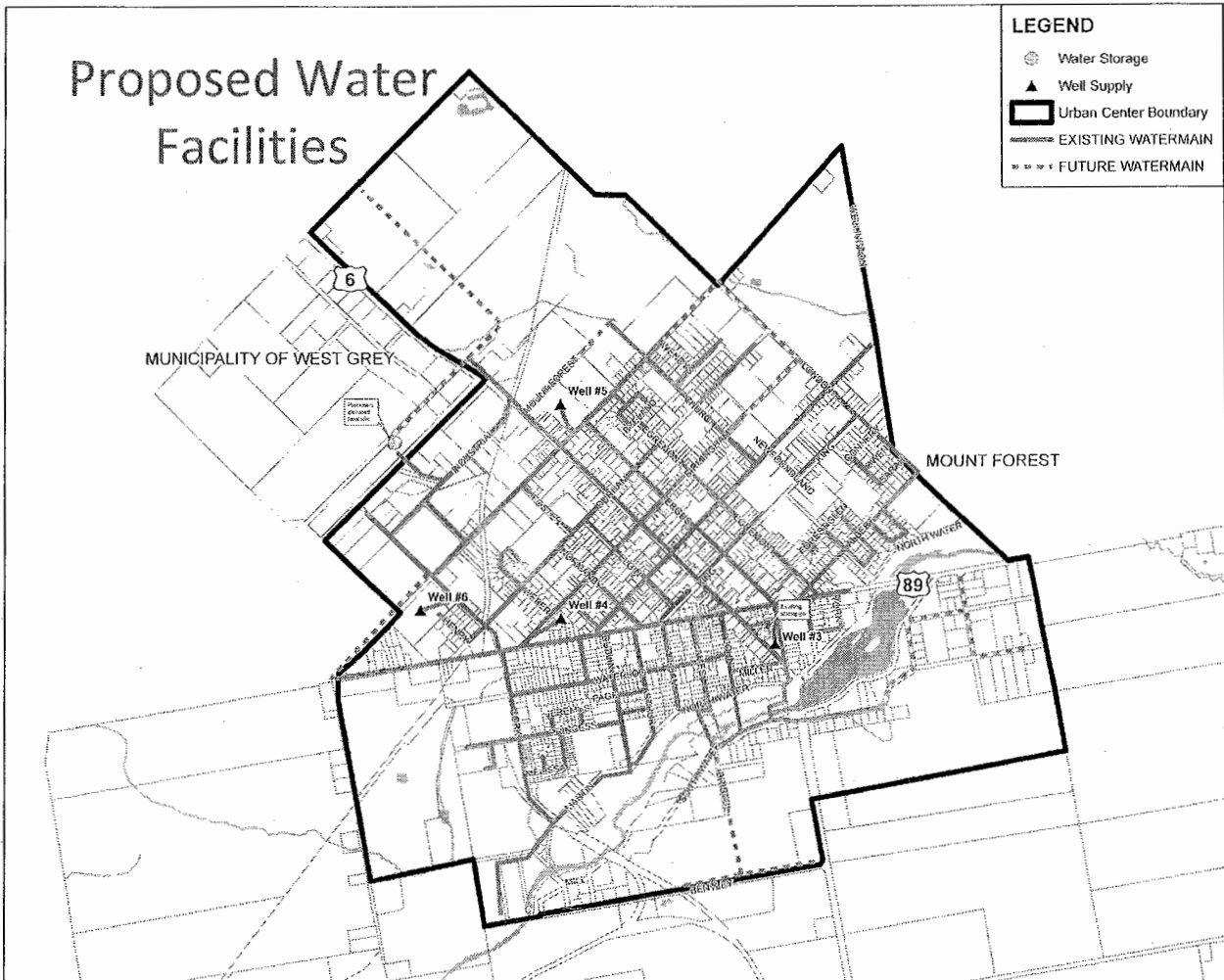
Water Supply Analysis

- Review of Existing Facilities
 - Well Supply Capacity
 - Standpipe and Booster Pumping Station
 - Review of Existing and Future Demand
 - Per Capital Daily Water Usage in 2003 - 477 lpcd
 - Per Capital Daily Water Usage in 2010 - 316 lpcd
 the decrease in per capita water usage may be a result of several factors, including:
 - Closing of several industries
 - Increase of base rates for metered water users
 - Elimination of discounted rates for water usage above specific volumes
 - Increase in the number of metered users
 - Introduction of restrictions on water use for lawns
 - Improved maintenance protocols

- Water Modeling
 - Fire Protection Flows
 - Storage

Water Storage Analysis

- Current storage requirement – 2,400 m³
 - Existing effective storage available – 2,000 m³
 - Projected 50 Year storage requirement – 5,000 m³
 - Three Alternatives Assessed
 1. Construct new storage facility at existing standpipe site
 2. Divide system into two pressure zones and construct new storage in northerly annex lands
 3. Construct new storage facility in northerly annex lands large enough to maintain one pressure zone
- Option Three Selected as Preferred



Sanitary Collection System

- Existing Facilities
 - Sewage Treatment Facility
 - Sewage Pumping Stations
- Gravity Collection System
- Flow Analysis
 - Plant Capacity
 - Water Usage
 - Future Capacity

Sanitary Sewage Analysis

- Per Capita Sewage Flow Analysis
 - Water Use Meter Data used to analyse sewage generation by land use type
 - Annual Average Sewage Flows
- Future Growth Assessment
 - Upgrades to Existing Sewers
 - New Sewers
 - New Sewage Pumping Stations
 - Pumping Station Upgrades

Proposed Sewage Works

- Construction of South Water Street SPS
 - Class EA Completed in 2009
- New Coral Lea Street SPS to service northerly development lands
 - Two Locations Identified
- Service to London Road Corridor
 - Extend Servicing via Birmingham Street
 - Extend Servicing via Sligo Road

Priority Projects

- Construct South Water Street SPS
 - Service Murphy Lands
- Construct Elevated Storage Facility in North End
 - Improve Fire Flows and Storage
- Replace Undersized Watermains
 - King and Elgin Streets
- Extend Sanitary Collection Mains
 - Service London Road Corridor, Murphy Lands
 - Industrial Areas in Northeast and Northwest

Summary of Costs for Water System Works

Proposed Water Main Upgrades and Extensions	\$ 555,000
Trunk Water Main, Existing System to new Elevated Tank	\$ 450,000
New Elevated Storage Tank - 3,000 m ³	<u>\$ 1,950,000</u>
	\$ 2,955,000

Summary of Costs for Sewage Works

New South Water Street SPS and Forcemain	\$ 937,000
New Bentley St Sewers	\$ 662,000
New Bristol St Sewers	\$ 639,000
New South Water Street Sewers	\$ 400,000
New Coral-Lea SPS and Forcemain	\$ 1,441,400
New Street (East of Hwy. #6) Sewers	\$ 861,000
New Coral-Lea Drive Sewers	\$ 800,000
Alternative #1 (Flow north on London Road and west on Birmingham Street)	
New London Rd. Sewers	\$ 150,000
New Birmingham Sewers	\$ 390,000
Alternative #2 (Flow north on London Road and west on Sligo)	
New London Rd. Sewers	\$ 692,000
New Birmingham Sewers	\$ 375,000
New Sligo Rd. Sewers	\$ 467,000
Total (Alternative #1)	\$ 6,280,400
Total (Alternative #2)	\$ 7,274,400



Township of Wellington North

REPORT

TO: Council
FROM: John W Jeffery – Treasurer
DATE: March 7, 2011
RE: 2011 Insurance renewal

At the Finance Committee meeting of December 22, 2010 Bill Nelson of Padfield-Nelson Insurance Brokers, representing Frank Cowan Company, met with the committee to review the renewal of the Township's insurance program for 2011. Accompanying this report is a report prepared by Frank Cowan Company reviewing the 2011 insurance program including the different coverage. Councillors should review the accompanying reports from Frank Cowan Limited in detail.

1. Courts tend to look at the municipal defendants as having “deep pockets” that can be tapped to provide long term care for claimants.
2. The Negligence Act continues to impact the Township's exposure to liability costs. If the Township is held to be even 1% at fault and the other defendants are unable to respond to the award, the Township is responsible for the shortfall of the others.
3. The total value of properties covered has increased. The increase also includes an estimate of the overall increase in the replacement cost of all buildings owned by the Township. The total value of the properties covered in 2011 is \$64,507,200 (2010 \$63,782,000, 2009 \$48,616,000).
4. The total premium for 2011 is estimated at \$244,675 which is a 4.0% increase from the 2010 premium of \$235,371. The following are the annual premiums for the prior few years. The annual amounts noted as “adjusted” allows for changes throughout the year due to equipment changes, property value changes, etc.

2011	\$ 244,675	
2010	235,371	adjusted
2009	185,910	adjusted
2008	186,854	adjusted

5. In 2010 there was a significant increase in the annual premium. Prior to that, there had not been significant increases.

6. On page 12 of the report outlining the insurance program, a number of options have been suggested that would have an impact on the annual premium. Mr. Nelson is recommending only the increase of the deductible on the vehicle insurance from \$500 to \$5,000 (item 1 second bullet point) given the premium savings relative to the exposure to a higher deductible. Mr. Nelson will be in attendance at the March 7 Council meeting and can address some of the other suggestions with Council.
7. There is an inconsistency between the coverage for the lessee policy and the coverage required by the Alcohol Policy. The policy limit will be increased to match the Township policy.
8. The insurance program includes specific coverage for the Township firefighters. In 2010 Council decided to provide additional coverage to the firefighters from the Volunteer Firemen's Insurance Services Inc. (VFIS).

Recommendation:

Council accept the 2011 insurance renewal program as presented. .

TOWNSHIP OF WELLINGTON NORTH

CEMETERY COMMITTEE

January 11, 2011 – 9:00 am

PRESENT: Chair, Councillor Mark Goetz
Deputy Clerk, Cathy More
Works Foreman, Gary Matthews

The committee welcomed the new Cemetery Chairman – Mark Goetz.

The Mount Forest Cemetery rates draft 2011 budget was distributed to the committee members.

Discussion took place regarding the current rates and it was concurred that they remained unchanged for the 2011 year.

The proposed 2011 budget was reviewed and discussed, further discussion will take place with the Finance Committee.

Adjournment.

WORKS COMMITTEE MEETING

February 22, 2011

Committee: Andy Lennox Chairman
 Sherry Burke (absent)
 Dale Clark
 Gary Williamson

Start: 8:30 am **End: 11:30 am**

Minutes of the January 25th meeting were previously circulated and approved by Council.

Business from the Jan 25th meeting:

- The trees for Spring planting have been ordered from Pine Corner Tree Farm and will arrive before the end of April
- Mobil sweeping has confirmed we are now included in their Spring sweeping schedule which is usually around the end of April to mid May
- The drainage issue on SDRD #5 has not been resolved. The committee discussed the landowner's proposal but is not satisfied with what he is proposing. Dale will contact him again to clarify what needs to be done. If a solution cannot be reached, the Township will proceed with a municipal drain petition.
- A response letter was sent to Mr. Hill regarding the Sligo Road intersection concerns

1) **Crushing Quotes**

Gary requested crushing quotes from four contractors. The following quotes were received: All quotes are plus HST

Donegan's Haulage	\$1.92/tonne
Hanna & Hamilton	\$1.75/tonne
Joe Kerr	\$1.78/tonne
Murray Group	\$1.87/tonne

The committee awarded the gravel crushing to Hanna & Hamilton Construction Ltd for the quoted price of \$1.75/tonne + HST

2) Fuel Tender

Historically, the Township tenders for a three year term for supplying diesel fuel to our works yards. The term of the contract was determined through discussions with the suppliers. Chalmers Fuels currently have the contract which expires on April 15, 2011. Therefore the new contract will run from April 16, 2011 to April 16, 2014. Since it is a multi-year contract, Council will be required to give final approval. Gary will have tender results at the next committee meeting.

3) Mount Forest Main Street Construction

As part of the MTO funding stipulations, we need to acknowledge to the public that the Provincial government funded a portion of the main street re-construction. There does not seem to be any specific guidelines as to what needs to be done so it was suggested to place an ad in the local paper. The committee felt that ads should be placed in the Mount Forest Confederate and the Wellington Advertiser to maximize exposure. Gary will discuss placing the ads and the ad sizes with Treasurer John Jeffery.

Also a meeting was held between the Township and BIA to discuss the next steps to address the main street tree planting process. Options from concrete planters to steel grates were discussed but it was decided to replace the dead trees with trees recommended by Triton for streetscape projects. Gary is to confirm details with BM Ross regarding the contractor's responsibilities towards the dead trees and the BIA is going to get quotes from local landscapers to do the replanting. The BIA is responsible for 100% of the tree maintenance but the Township will assist with removing the concrete caps and supplying topsoil for the replanting.

4) Foreman Report (attached)

5) Staff Training

The committee discussed possible training options for the up coming year. Dale Clark and Dan McNabb will be sent to Road School this year. Gary is to make the arrangements.

Gary also presented information regarding backhoe training that was previously done in 2010 and possible Snow Plow Driver training for the Fall which would include our part-time staff. Gary and Dale will look into arranging the training. It was decided that Dale should also come to the Good Roads Convention on the Monday but will not be registered as a delegate.

6) Works Department Re-Structuring

The committee had a general discussion regarding possible options for re-structuring of the department. As the new Road Superintendent, Dale will meet with the Foremen to get their input. As well it is hoped that all department staff will voice their thoughts on what improvements they would like to see moving forward. Once the new Director of Public Works has been hired in March, the committee will be able to develop a plan that Council can review.

7) Other Business

- Township Foreman, Gary Matthews is the President of the Wellington County Road Supervisors for the next two years
- We had another equipment damage incident due to the crowded conditions of the Mount Forest shop
- Dale will attend March 31st GRCA Workshop regarding salt/snow as it pertains Source Water Protection
- We received written confirmation from the County that they will fund 1/6 of the cost for the Mitchell Creek Erosion project for the area immediately north of County #109, based on the K Smart cost breakdown of the final construction costs.
- Gary held a meeting with the department staff to keep them informed regarding Dale's promotion to Road Superintendent as of March 1st but that business as usual will continue until the winter months are over
- Gary reported that he attended the monthly Operations meeting at WNP
- Dale will attend the annual Emergency Exercise on May 18th

Next Meeting: March 15th following the W/S committee meeting

Foreman Activity Report

Feb 22/11

- Winter maintenance including patrolling
- Staff has been busy opening catchbasins and ice blading roads due to the mild weather
- Equipment maintenance
- Case supplied demo backhoe to use while Arthur backhoe was being repaired
- Different suppliers have been providing sidewalk snow removal equipment for the Mount Forest staff to demo
- Weather has finally allowed for some tree removals to take place
- Our GPS was again used to confirm winter operations as they pertained to road maintenance regarding a minor accident on SDRD #5 west

RECREATION & CULTURE COMMITTEE MEETING
THURSDAY, MARCH 3, 2011, 8:00 A.M.
MOUNT FOREST & DISTRICT SPORTS COMPLEX, MEETING ROOM

Members present: Chairperson Councillor Sherry Burke, Mayor Ray Tout, Southgate Councillor Pat Franks, Tom Bowden, Arthur Facilities Manager; Mark MacKenzie, Mount Forest Facilities Manager and Linda Spahr, Recreation Co-Ordinator.

Member absent: Councillor Dan Yake.

MINUTES:

Moved by Councillor Franks

Seconded by Mark MacKenzie

"THAT the minutes of the February 1, 2011 meeting be approved."

Carried

BUSINESS ARISING FROM MINUTES:

Mark announced that the new stove has been installed.

The work that is needed to be completed at Mount Forest Lion Roy Grant Pool was discussed and the following motion made:

Moved by Mark MacKenzie

Seconded by Councillor Franks

"THAT the Recreation Committee recommend to council that Acapulco Pools be contracted to remove the old filter/pumps, install Nemato filters, strainer, pump and chemical feeder at the Mount Forest Lion Roy Grant Pool at a cost of \$44,503 plus hst."

Damascus Community Centre - The operating budget for the Damascus Community Centre was available for members and discussed. All members felt that the volunteer committee members did an exceptional job of maintaining the hall as well as fundraising. The increase that was decided for rental rates in 2011 is to remain the same. Councillor Burke is going to

invite Damascus committee members to an upcoming committee meeting and explain the various costs.

Agricultural Society Leases - The lease agreements for Mount Forest and Arthur Agricultural Societies were available for members' information. Councillor Burke is going to review these with Councillor Yake.

Survey Forms - A sample of a facility rental satisfaction survey was available for members' information. It was decided that Mark, Tom, Councillor Burke and Linda will review the questions.

Leisure Room - The unfinished Leisure Room at the Mount Forest & District Sports Complex was discussed. Councillor Burke has been in contact with the Building Official, Darren Jones. It was decided to invite Darren to our next Recreation Committee meeting as well as Patty Wright, Building Inspector.

Accessibility Report - Darren Jones did a Facility Audit Report on the Arthur Arena in March of 2006. Councillor Burke will speak to CAO Lori Heinbuch regarding new reports.

NEW BUSINESS:

Turf Maintenance was discussed and it was decided to leave it as status quo for the year 2011. There was discussion on hiring students in the future to do our grass cutting as well as working with the Public Works Department.

Summer Programs and ideas for activities to run on the arena floor when there is no ice, were discussed. Ball hockey and in-line skating are to be added to the Leisure Guide. Promotion of our facilities was discussed. Mayor Tout gave committee members ideas on thinking outside of the box. He added that everyone should be helping promote our facilities. Promotion was not just a job for one person.

Statutory Holidays - Mark and Tom were asked to bring a draft cost for renting our facilities on statutory holidays as our staff gets paid time

and a half. The only facilities currently, where there is an extra charge is on our community halls.

REPORTS:

Reports were available from the Facility Managers.

CORRESPONDENCE:

A copy of a letter sent to Mount Forest Patriots as well as a letter sent to Doug Hawkrigg were available for members information.

MEMBER'S PRIVILEGE:

Mark MacKenzie - Wants to make sure that snow blowing and sanding are in our next snow removal contract.

Tom Bowden - Brought information to members on arena advertising. Tom also brought a report on SOCAN fees and subsidy information on various user groups for ice rentals.

Linda Spahr - Invited all the members to the celebration at Arthur on March 12. She showed members pamphlets that Tammy had created. Members reviewed them and made some suggestions.

Councillor Burke - Asked Tom how he made out on obtaining wireless internet for Arthur. Tom talked to Ken Frey and there would have to be more equipment put in, so it is left for now.

ADJOURN:

The meeting adjourned at 10:00 a.m.

NEXT MEETING:

The next meeting will be held Tuesday, April 5, 2011 at 8:00 a.m.

MOUNT FOREST ROY GRANT LIONS POOL

Updated Quotes for Pump Room Project – 2010

Company	Remove Old Filter /pumps	2-Nemato 34" frp filters	4-Pentaire 36"tr140	new strainer	New 15hp pump	rebuilt 7.5 pump	new chemical feeder	quote
Dar-Lynn	Township	----	yes	yes	yes	yes	yes	\$38,500 + hst
Acapulco	yes	----	yes	yes	yes	yes	yes	\$26,426. + hst
** Pentaire filters require a new 36" opening @ \$1500.								
Dar-Lynn	Township	yes	----	yes	yes	yes	yes	\$50,500 + hst
Acapulco	yes	yes	----	yes	yes	yes	yes	\$44,503. + hst
Canada Pool	yes	yes	----	yes	re-built	yes	no	\$49,000. + hst
Austin Carroll	yes	yes	----	yes	re-built	yes	no	\$59,800. + hst

** all bids require electrical/gas work to be done by Township

** warranty: labour – 1 year – all quotes

Pumps – 1 year – all quotes

Filters – Nemato – 15 yr

- Pentaire – 3 yr Acapulco ³~~8~~ yr Dar-Lynn

TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES

Wednesday, February 23rd, 2011 – 4:30 pm

Members Present: Mayor Raymond Tout, Chair
Councillor Mark Goetz
Councillor Andy Lennox
Councillor Dan Yake
Dale Small, Business Economic Manager
Leah Holliday, BR & E Program Coordinator
Alan Rawlins
James Taylor
Stephen Dineen

Absent: Councillor Sherry Burke

Also Present: Michelle Stone, Administrative Support

Meeting was called to Order @ 4:30 pm

1. Declarations of Pecuniary Interest

- None reported.

2. Presentation: Elsa Mann, Board of Directors RT04

- Elsa Mann gave an introduction to Regional Tourism and RT04 and what it is. Elsa wanted to emphasize the importance of the Township's involvement to get the most exposure they can. There is funding of \$2.14 million available from the Ministry of Tourism. Elsa explained what it can mean to Wellington North Tourism and questioned what support can be expected from the Township.
- Chair Tout offered that Tourism is a major component of our Economic Development focus and Councillor Lennox asked what actions Wellington North could take to ensure we get our share of the funding? Elsa suggested that a new Tourism Manager should be a priority.
- Dale thanked Elsa for her update and commented on how fortunate we are in Wellington North to have someone of Elsa's caliber sitting on the Board and supporting our interests.

3. Presentation: David Stack and Jack Benham from the Arthur Betterment Committee

- David Stack gave an overview of the Arthur Betterment Committee which has been meeting since last April and consists of 20 citizens representing a cross section of the Community. A copy of the list of the 11 priorities identified by the Group was handed out and each one was briefly discussed.

- A number of the priorities fit nicely with the Community Improvement Program that the Economic Development Committee is planning to launch within the next few months and it was agreed that it was tremendously important for EDC and the Arthur Betterment Committee to work closely together moving forward.
- Chair Tout thanked David and Jack for coming and sharing the information and confirmed the need for this kind of Committee in Arthur.

4.

Approval of Minutes from the January 19th, 2011 Meeting

Moved by: Al Rawlins
 Seconded by: Dan Yake

That the Minutes from the Wednesday January 19th, 2011 EDC Meeting be accepted.

Carried

5. Report from Chair

- The Chair reported on several meetings regarding ongoing projects in the Townships
- The Chair reported on the Smart Transportation program.

6. Economic Development Update

Dale updated the committee on the status of Wellington North Showcase 2011 and gave an update on partners, media releases, etc. Invitations were distributed to over 450 Businesses and organizations. To date 32 of 75 display tables have been reserved. It was agreed that a liquor license should be obtained for the Business Networking Reception and that local food growers and producers should be approached to participate in the Tastes of Wellington Business Networking Reception.

OMAFRA have advised that we should learn the results of our application for funding request that was sent in to support the Community Improvement Plan sometime in March. Proposals have been received from three firms to support the Program and Jim Taylor and Dale will be meeting to review.

RES Canada have spoken to the Mount Forest Chamber and are on the March agenda for the Arthur Chamber. They attended our July 2010 EDC meeting to discuss their approach and thoughts on a wind energy project in Wellington North however with the many changes on EDC it was agreed to invite them again next month.

Recruitment notice for additional EDC Members was sent out recently with a response deadline of March 4th. Committee members were encouraged to seek out individuals who they feel would make good additions to our committee.

7. Business Retention & Expansion Program Update:

Leah Holliday updated the Committee on the preliminary results of the Business Retention & Expansion program. Due to the fact the meeting was running late it was agreed that Leah would email the update to all committee members. At our next EDC Leah will give the detailed update that will be shared with the community at Wellington North Showcase 2011.

8. New Business / Round Table

The Chair asked if Andy Lennox would look into the Arthur Betterment Committee putting information in writing on letterhead mentioning "Tourism" prior to November 1st, 2011 and he would bring to the County. The County does give out Grants annually to promote Tourism in the area.

Jim Taylor attended with Steve Dineen a seminar in Guelph about sustaining and developing Agriculture in rural areas. Jim asked for 10-15 minutes at the next EDC to update the Committee.

9. Next Meeting Date

- Wednesday, March 16th, 2011

10. Adjournment

Motion by: Steve Dineen

Seconded by: Ray Tout

That the Meeting be adjourned at 6:50 pm

Carried

Township of Wellington North
Building/Property Committee Minutes – February 23, 2011 at 9:00 a.m.

Present: Chair Dan Yake
CAO/Clerk Lori Heinbuch
Chief Building Official Darren Jones
Building Inspector Patty Wright
Councilor Mark Goetz

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 9:00 a.m.

Delegation

Residential Development Charges Delegation
Al Sharpe, Karl Aitken, Dwight Benson, Carol McCulloch, Jim Bodendistle, John Thomson

The delegation presented a report outlining the development charges in nearby communities and would like to open the issue of a reduction or freeze of Development Charges in Wellington North.

A meeting will be held to further discuss the issue and present ideas for resolution.

Minutes January 19, 2011

Moved by: CBO Darren Jones
Seconded by: CAO/Clerk Lori Heinbuch

That the minutes of the January 19, 2011 meeting be accepted.

Carried

Business Arising from the Minutes

Former Arthur Municipal Office (OPP use of office)

The O.P.P. have advised that they will not be moving.

Former Mount Forest Daycare

CBO Darren Jones to set up a meeting with Andrea Parsons of the Saugeen Valley Nursing Centre on site to discuss her request for a lot line adjustment at the Former Mount Forest Daycare Property.

Building Inspector Patty Wright to review the building for fire separations and required code updates to convert the building to residential occupancy.

Reeves Subdivision – Lot Grading and Drainage

CBO Darren Jones has prepared a letter to be accompanied by the subdivision agreement, grading certificate and the grading plan to send to all residents in the Reeves subdivision.

Arthur and Area Trails Committee

Advice had been received from Township Solicitor that survey information is nearing completion.

Building Permit Monthly Report

Moved by: CBO Darren Jones

Seconded by: Building Inspector Patty Wright

That the Building Permit Monthly Review for Period Ending January 31, 2011 was reviewed and accepted.

Carried

Date of Next Meeting

March 23, 2011

Adjournment

Move CAO/Clerk Lori Heinbuch
Second CBO Darren Jones

That the meeting be adjourned at 10:03 a.m.

Carried



Township of Wellington North

MEMORANDUM

Date: March 3, 2011

To: Mayor and Council

From: Lorraine Heinbuch, Chief Administrative Officer/Clerk

RE: Agreement and Terms of Reference for the Structure and Function of the Joint Health and Safety Committee as required by the Ministry of Labour

The attached document "Agreement and Terms of Reference for the Structure and Function of the Joint Health and Safety Committee has been prepared over the past year by management and worker representatives on the Townships' Health and Safety Committee.

A requirement of the legislation is the creation of an Agreement of Terms of Reference for the Structure and Function of the a Joint Health and Safety Committee to promote health and safety in our workplaces and ensure that the legislated guidelines are carried out to the full intent of the Occupational Health & Safety Act by all Township Departments and employees.

This document is presented to Council for adoption, prior to submission to the Ministry of Labour.

Respectfully submitted,

Lorraine Heinbuch,
Chief Administrative Officer/Clerk

Township of Wellington North *.....where safety matters!*

JOINT HEALTH AND SAFETY COMMITTEE MEMORANDUM

TO: Lori Heinbuch
FROM: Health & Safety Committee
DATE: February 10th, 2011
RE: Agreement & Terms of Reference for the Structure and Function of the Joint Health & Safety Committee

Please find attached a copy of the "Agreement & Terms of Reference for the Structure and Function of the Joint Health & Safety Committee" as approved by the Health & Safety Committee on February 10th, 2011.

Please forward to Council for final approval and signature at your earliest convenience.



AGREEMENT AND TERMS OF REFERENCE FOR THE STRUCTURE AND FUNCTION
OF THE JOINT HEALTH AND SAFETY COMMITTEE

BETWEEN

The Township of Wellington North
74590 Sideroad 7 West, P.O. Box 125
Kenilworth, Ontario
N0G 2E0

AND

Employees
of the
Township of Wellington North

Agreement Dated
February 10, 2011

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PREAMBLE

1. It is a requirement of the Occupational Health and Safety Act to establish procedures that will encourage the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. The Township of Wellington North and its' employees have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to the Terms of Reference for the composition, practice and procedure thereof.
3. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
4. The parties hereto adopt these Guidelines in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training, and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

FOR THE EMPLOYER

FOR THE EMPLOYER

Raymond Tout
Mayor

Lori Heinbuch
Chief Administrative Officer/Clerk

FOR EMPLOYEES

FOR EMPLOYEES

Representative – Employees

Representative – Employees

DATED THIS:

SECTION 1 - ACCOUNTABILITY

The Joint Health and Safety Committee will be supervised by the Chief Administrative Officer of the Township of Wellington North. Any recommendations by the Joint Health and Safety Committee will be directed to the Chief Administrative Officer. The Chief Administrative Officer will delegate responsibility for action and response to recommendations according to his/her judgment.

SECTION 2 - STRUCTURE OF COMMITTEE

- i. The Joint Health and Safety Committee shall consist of a minimum of (6) members; three (3) members selected by the Employer representing Management, three (3) members selected by non-management staff representing employees. The procedure for the selection of the three (3) non-management staff members representing non-management employees will be recommended by the Committee as follows:
 - a. 1 worker member will be from the Public Works/Water & Sewer Department
 - b. 1 worker member will be from the Parks and Recreation Department
 - c. 1 worker member will be from the Administration Centre

A complete index of committee member names, work locations and certifications are included in Appendix 3.

Non-management staff will be provided an opportunity to volunteer and vote for candidates as necessary. In instances where there is more than one volunteer, management may assist with the voting process through non-management staff.

Auxiliary Members can be chosen from each location to perform the required workplace inspections and will forward reports to the appropriate committee member. Auxiliary members will receive proper instruction. Auxiliary members may also attend committee meetings in place of regular members.

- ii. The Joint Health and Safety Committee shall meet on a regularly established schedule with a minimum of (4) meetings per year. (OHS Act Sec. 9 (33)). Meetings will be held at various Township worksites in a designated meeting room.
- iii. There shall be two Co-Chairpersons, one (1) from Management and one (1) from non-management. They shall be appointed for a minimum period of two (2) years. The Co-Chairperson representing non-management will be selected by the committee members who represent non-management, and the Co-Chairperson representing management shall be selected by management (OHS Act Sec. 9 (11)).
- iv. A Co-Chairperson may invite any additional person(s) to attend a committee meeting to provide information and comment. Invitation must be extended no later than one month prior to the next scheduled meeting and all contact information is to be included on said meeting's Agenda. Any additional person(s) shall not participate in the regular business of the meeting.

- v. The Joint Health and Safety Committee shall have a minimum of two (2) Certified Members, one representing non-management and one representing management (OHSa Sec. 9 (12)). The Township of Wellington North will endeavor to have more than two Certified Members, and all Joint Health and Safety Committee members will be encouraged to become Certified Members if they desire. These Certified Members will meet or exceed the training requirements for Joint Health and Safety Committee Certification as set out by the Workplace Safety and Insurance Board. Certified Members shall have the power to make a mutual decision to direct the employer to stop work that they consider to be dangerous to the health or safety of workers (OHSa Sec.45 (1) (2) (3) (4)). The Certified Member representing non-management will be selected by the committee members who represent non-management. The Township of Wellington North will ensure that the Certified Members be allowed all required extra time to facilitate their additional responsibility.

SECTION 3 - FUNCTION OF THE COMMITTEE

- i. To attain the spirit of the Occupational Health and Safety Act, the functions of the Joint Health and Safety Committee shall be: (OHSa Sec. 9 (18))
- to identify situations that may be a source of danger or hazard to the workers;
 - to make recommendations to the constructor or employer and the workers for the improvement of the health and safety of workers;
 - to recommend to the constructor or employer and the workers the establishment, maintenance, and monitoring of programs, measures and procedures respecting the health and safety of workers;
 - to obtain information from the constructor or employer respecting:
 - the identification of potential or existing hazards of materials, processes or equipment, and;
 - health and safety experience and work practices and standards in similar or other industries of which the constructor or employer has knowledge;
 - to obtain information from the constructor or employer concerning the conduction or taking of tests of any equipment, machine, device, article, thing, material, or biological, chemical, or physical agent in or about a workplace for the purpose of occupational health and safety;
 - to be consulted about, and have a designated member representing workers to be present at the beginning of any occupation hygiene testing conducted in or about the workplace, if the designated member believes his or her presence is required to ensure that valid testing procedures are used or to ensure that the test results are valid; and
 - to deal with any health and safety matter that the committee deems appropriate.
- ii. It is the right of the employees of the Township of Wellington North to contact any member of the Joint Health & Safety Committee to discuss health and safety concerns, seek advice concerning the current legislation or to report an unsafe work place or condition. Committee members may be contacted by phone, in person or by filing a written record with the Joint Health and Safety Committee. The contact information for each committee member is found in the Appendices.

SECTION 4 – WORKPLACE INSPECTIONS

- i. The Township of Wellington North has numerous locations where employees regularly report for work, aside from its Administration Centre at 7490 Sideroad 7 West, Kenilworth, Ontario. While there are several separate workplaces, none, have more than 20 employees regularly reporting for work. The individual locations are listed in Appendix 1.

Each of these workplaces will be inspected once every 3 months. Such inspections will be performed either by members of the Committee, or by auxiliary members who are selected by the workers at the specific workplace.

All employees who are responsible for conducting workplace inspections will receive proper instruction on an annual basis.

- ii. All health and safety concerns raised during these physical inspections of the workplace will be recorded on an appropriate workplace inspection form and signed by the Joint Health and Safety Committee member(s) or by the auxiliary member, as well as the Workplace Supervisor. One copy of this form will be posted conspicuously at that workplace, by the supervisor, a second submitted to the Committee for their records, a third to the Department Head and a fourth to the C.A.O. for their records.
- iii. Workplace supervisors must make every effort to be available for workplace inspections conducted by members of the Joint Health and Safety Committee or by the auxiliary member. The member who conducts inspections may provide notice to the workplace supervisor of the impending inspection. However, the member may also conduct the inspection unannounced. If the workplace supervisor is unavailable or detained at the time of inspection, he/she may designate another staff member to accompany the worker member conducting the inspection. The workplace supervisor must sign the workplace inspection form, even if he/she did not accompany the member conducting the inspection.
- iv. Workplace inspection reports will be reviewed at every Joint Health and Safety Committee meeting. Any issues which have been unresolved for a considerable amount of time will be handled by the committee. Written notice suggesting solutions will be first forwarded to Management in charge of that location. If the issues are still unsettled a second notice will be sent to Management with a copy sent to the Chief Administrative Officer.
- v. The Township of Wellington North will provide the use of a corporate vehicle for these workplace inspections to worker members of the Joint Health and Safety Committee or reimburse mileage at the Township's going rate.

SECTION 5 - RECOMMENDATIONS OF THE COMMITTEE

- i. Committee recommendations will be discussed during regular business and determined with a committee vote. The majority verdict will be successful and a final resolution put in writing. When necessary, the resolutions will be forwarded in writing to the Chief Administrative Officer. The Chief Administrative Officer, or a person designated by the Chief Administrative Officer, shall respond within twenty-one (21) days with regard to written committee recommendations. The response shall be provided to the Co-Chairpersons of the Joint Health and Safety Committee and reviewed at the next Joint Health and Safety Committee meeting. The response of the employer shall contain a timetable for implementing the recommendations the employer agrees with, and give reasons why the employer disagrees with any recommendations that the employer does not accept (OHSA sec. 9 (20) (21)).

SECTION 6 – ACCIDENTS AND ACCOMPANIMENT

- i. All accidents and incidents pertaining to personal injury shall be reported to the Joint Health and Safety Committee. A completed Accident Incident Report Form will be filed with the committee and reviewed at the next scheduled meeting. Accident Incident Report Forms shall be completed and signed copies distributed to the Employer, Employee, Payroll Benefits Department and the Joint Health & Safety Committee. Copies of these forms are listed in Appendix 3.
- ii. Any committee recommendations made in reference to an Accident or Incident will be made following standard committee procedures.
- iii. The Joint Health and Safety Committee members who represent workers shall designate one (1) or more members to investigate cases where a worker is killed or critically injured at a workplace from any cause, and one (1) of those members may, subject to subsection 51(2), inspect the place where the accident occurred and any machine, device, or thing, and shall report his or her findings to a Director of the Ministry of Labour and the Joint Health and Safety Committee (OHSa sec. 9 (31)). The committee shall conduct this selection process on a bi-annual basis, during the first Joint Health and Safety Committee Meeting of each year.
- iv. The Joint Health and Safety Committee members who represent workers shall designate one (1) member to be present at the beginning of testing conducted with respect of industrial hygiene at the workplace (OHSa sec.9 (19))
- v. The Joint Health and Safety Committee may choose to investigate other accidents where a worker is not killed or critically injured. The Accident Reporting Procedure Personal Injury Report Form (Appendix 5) will be used to determine which accidents are investigated.
- vi. Ministry of Labour Inspector(s) conducting on-site inspections at the Township of Wellington North shall be accompanied by the following persons: Committee Co-Chairs representing management and workers and/or a Certified Member of the Committee representing workers and/or an Employee of the subject worksite.
- vii. Work Refusals: In the event of a worker refusing to work or do a particular work, the worker shall promptly report the circumstances of the refusal to the worker's immediate supervisor. The supervisor will investigate the report in the presence of the worker and a certified member of the health and safety committee representing workers. The worker is to remain in a safe place near his/her own work station until the investigation is complete. Following the supervisors investigation the Department Head will be notified and will also investigate the report in the presence of the worker, supervisor, and certified member of the health and safety committee and workplace health and safety representative. All reports are to be filed with the Employee, Department Head and Joint Health & Safety Committee. Pending the investigation, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the part of the workplace being investigated unless in the presence of a certified Health & Safety Representative or the worker has been advised of the other worker's refusal and the reasons for such refusal. The investigation will be handled in accordance with Part V Section 43 of the Occupational Health & Safety Act. Following a complete investigation, if the worker believes the situation is still unsafe, the worker may refuse to work and an Inspector may be notified.

- viii. **Work Stoppage:** A worker at a workplace may file a complaint if he/she has reasonable grounds to believe that a dangerous circumstance exists. If a dangerous circumstance has been reported at a workplace a certified member representing workers will investigate and may request that a supervisor from the same workplace investigate the matter. The supervisor will investigate promptly in the presence of a certified member representing workers. The certified member may also request that a second certified member representing workers investigate the matter for any reason, including if the first certified member has reason to believe that dangerous circumstances continue after the supervisor's investigation and remedial actions, if any. If both certified members find that dangerous circumstances exist, the certified members may direct the employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing. The employer shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person.

The employer will respond in writing to the Joint Health & Safety Committee that they adopt the procedures set out respecting work stoppages. After taking appropriate steps to remedy the dangerous circumstances the employer may request the certified member or an Inspector to cancel the direction.

If the certified members do not agree if a dangerous circumstance exists, either certified member may request that an Inspector investigate the matter and the Inspector shall do so and provide the certified members with a written decision.

SECTION 7 - MINUTES OF MEETINGS

- i. The Joint Health and Safety Committee will maintain and keep minutes of its meetings. Minutes will be typed and reviewed and then circulated within one (1) calendar week of the meeting to the C.A.O, Department Heads and Supervisors with copies delivered to members of the Joint Health and Safety Committee and Administrative Committee. Minutes will be posted in each worksite in a conspicuous location.
- ii. A member of the Joint Health and Safety Committee will record minutes, prepare minutes for distribution, and circulate the minutes, as well as perform any clerical duties required to operate the committee.

SECTION 8 - QUORUM

- i. The Joint Health and Safety Committee shall have a quorum of fifty percent plus one (50%+1) members in order to conduct business. One (1) Co-Chairperson must be present in order to conduct business. If a Co-Chairperson is absent, the other Co-Chairperson will chair the meeting.

SECTION 9 - PAYMENT FOR JOINT HEALTH AND SAFETY COMMITTEE DUTIES

- i. A member of the Joint Health and Safety Committee is to be paid at the member's current rate of pay, including any overtime rates, for all meetings, workplace inspections, or activities relating to his or her duties on the Joint Health and Safety Committee. OHSa Sec, 8 (15)
- ii. A member of the Joint Health and Safety Committee is entitled to:
 - one hour or longer as the committee determines is necessary to prepare for each committee meeting;
 - such time as is necessary to attend meetings of the committee;
 - such time as is necessary to carry out the members duties as a member of the Joint Health and Safety Committee.

SECTION 10 - MEETING AGENDA

- i. The Joint Committee may accept any item for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the "Township of Wellington North Personnel Policy and Guidelines" and the "Collective Agreement between the Corporation of the Township of Wellington North and Canadian Union of Public Employees and its Local 255". All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be moved.
- ii. All items that are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting. In the event that items are unable to be resolved by consensus, the Ministry of Labour may be contacted.

SECTION 11 - GENERAL

- i. All employees are encouraged to discuss their health and safety problems with their immediate supervisor before bringing it to the attention of the Joint Health and Safety Committee, as required by the Occupational Health and Safety Act (Sec. 28 (1) (d)).
- ii. Joint Health and Safety Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the issue. All solutions will be reported in the minutes.
- iii. All Joint Health and Safety Committee members will keep medical or trade secret information confidential.
- iv. These Terms of Reference will be reviewed annually by the Joint Health and Safety Committee, and amendments, deletions, or additions will be discussed during the review. This review will occur at the first Joint Health and Safety Committee of each year. Any amendments, deletions, or additions to these Terms of Reference must have the consensus of the total Joint Health and Safety Committee and shall be set out in writing and attached as an appendix to these Terms of Reference.
- v. Any and all changes to the Terms of Reference document must be forwarded to the Ministry of Labour for approval before they are implemented.
- vi. Please note: these Terms of Reference provide a framework for an effective Joint Health and Safety Committee. References can be made to the Occupational Health and Safety Act (RSO 1990, c. O.1) and its relevant Regulations.
- vii. The employer, in consultation with the Joint Health and Safety Committee, will review annually a written Occupational Health and Safety policy, and develop and maintain a program to implement that policy.

JOINT COMMITTEE MEMBERS

Co-Chair – Representing Management

Barry Trood

Representing Management

Andy Morrison

Representing Management

Cathy More

Co-Chair – Representing Workers

George Laughlin

Representing Workers

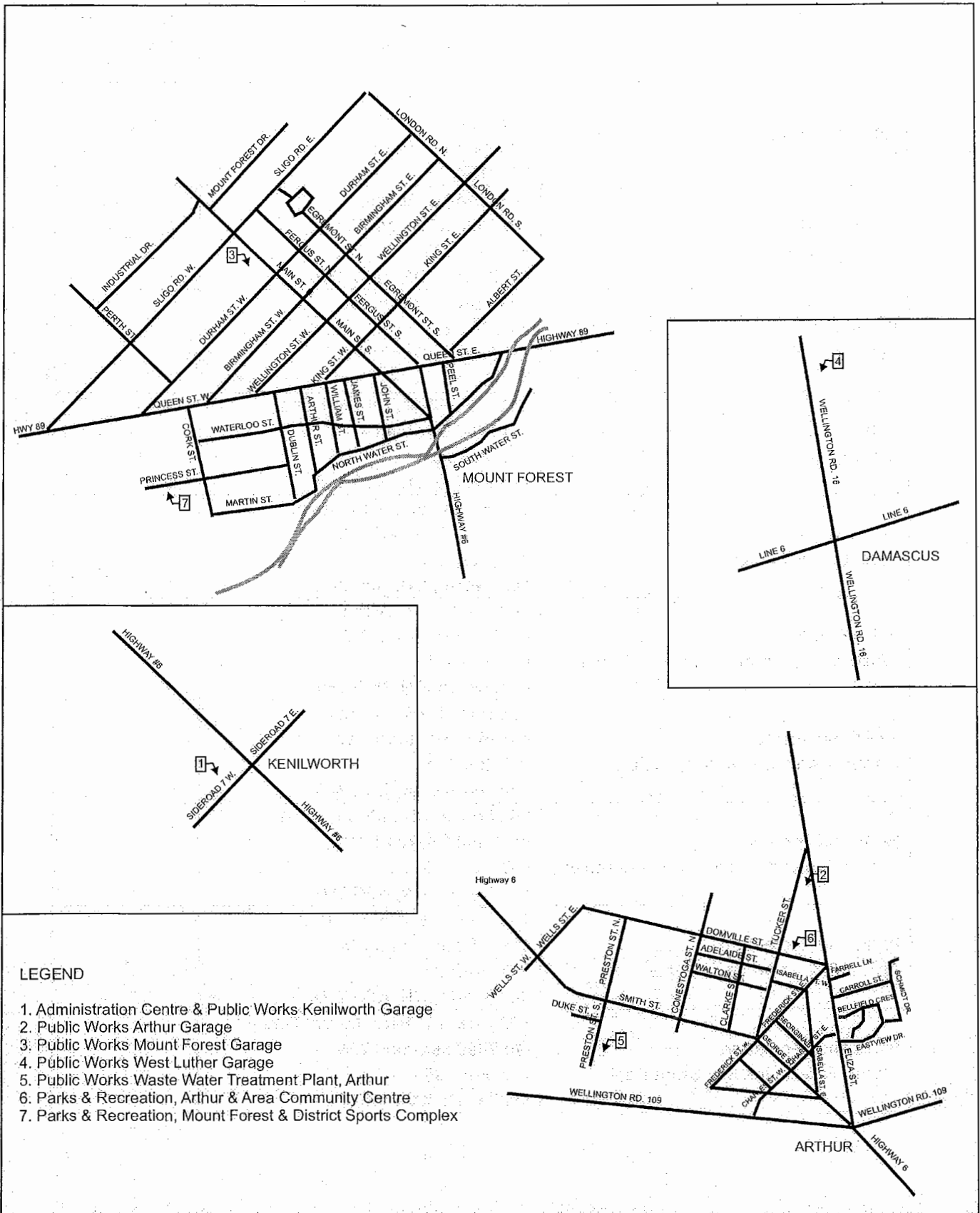
Tim Noonan

Representing Workers

Tammy Pringle

APPENDIX 1

Map of Township of Wellington North Worksites



LEGEND

1. Administration Centre & Public Works Kenilworth Garage
2. Public Works Arthur Garage
3. Public Works Mount Forest Garage
4. Public Works West Luther Garage
5. Public Works Waste Water Treatment Plant, Arthur
6. Parks & Recreation, Arthur & Area Community Centre
7. Parks & Recreation, Mount Forest & District Sports Complex

APPENDIX 2

Supplementary Workplace Information

Location Name	Location Address	Number of Employees (Full Time)
Administration Centre	7490 Sideroad 7 West P.O. Box 125 Kenilworth, Ontario N0G 1E0	16
Public Works Arthur Garage	488 Eliza St., Arthur c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	3
Public Works Kenilworth Garage	7490 Sideroad 7 West P.O. Box 125 Kenilworth, Ontario N0G 2E0	3
Public Works Mount Forest Garage	381 Main St. N., Mount Forest c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	3
Public Works West Luther Garage	Wellington Rd. 16, Damascus c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	3
Public Works Waste Water Treatment Plant, Arthur	160 Preston St., Arthur c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	4
Parks and Recreation Arthur & Area Community Centre	158 Domville St., Arthur c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	2
Parks and Recreation Mount Forest & District Sports Complex	850 Princess St., Mount Forest c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	2
Parks and Recreation Arthur & Area Aquatic Centre	158 Domville Street, Arthur c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	2
Parks and Recreation Mount Forest Lion Roy Grant Pool	393 Parkside Drive, Mount Forest c/o 7490 Sideroad 7 W. P.O. Box 125 Kenilworth, ON, N0G 2E0	2

Member Name	Position	Workplace	Phone Number	Years on Committee	Training and Certification
Barry Trood	Water/Sewer Foreman	160 Preston St. Arthur	519-848-5327	5	Workplace Health & Safety Agency, Category 3
George Laughlin	Parks & Recreation Dept., Mount Forest	850 Princess St. Mount Forest	519-323-1801	4	First Aid/CPR-B, Basic Part 1, Defibulator Training
Andy Morrison	Public Works Department Foreman Arthur Village Yard	488 Eliza St. Arthur	519-848-2340	9	Basic Part 1 & 2, First Aid/CPR
Tim Noonan	Works Department, Mount Forest Yard	381 Main St. N. Mount Forest	519-323-2641	11	Basic Part 1 & 2
Cathy More	Deputy Clerk/Office Manager	7490 Sideroad 7 W Kenilworth	519-848-3620 Ext. 27	1	
Tammy Pringle	Recreation/Building Dept. Administrative Support	7490 Sideroad 7 W Kenilworth	519-848-3620 Ext. 35	1	

APPENDIX 4

GLOSSARY OF TERMS

TOWNSHIP OF WELLINGTON NORTH

Wellington North was formed through the amalgamation of the Town of Mount Forest, Village of Arthur, Arthur Township, West Luther Township and parts of West Garafraxa Township.

CHIEF ADMINISTRATIVE OFFICER

The staff member who directs the operations of the Township of Wellington North, according to the mandate of the Mayor and Council.

MANAGEMENT

All permanent employees who have responsibility for the management of the corporation's business and to direct the work forces.

EMPLOYEE

All permanent and part time term/task employees who are part of the work forces but are not responsible for managerial duties.

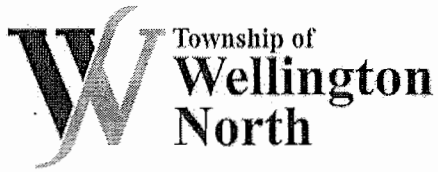
AUXILLARY MEMBER

An employee who is designated by other fellow employees to inspect the physical condition of the workplace.

APPENDIX 5

FORMS AND REPORTS

- Township of Wellington North Health & Safety Policy, dated February 10th, 2011.
- 2011 Meeting Schedule
- Meeting Agenda
- Accident Reporting Procedure – Personal Injury Report Form
- Site Inspection Report



Township of Wellington North

Health & Safety Policy

Wellington North is committed to the health and safety of its employees. It is the collective responsibility of both management and staff to eliminate injuries and losses and to ensure compliance with the legislated requirements of the province in the field of occupational health and safety.

Our objective is to prevent injuries and damage to property and equipment by developing a keen sense of safety awareness in each and every employee.

Wellington North will provide its employees with a safe work environment, suitable training and the appropriate tools and equipment to enable them to perform their work in a safe and efficient manner.

It is the duty and responsibility of each employee to work safely, with equal concern for the safety of co-workers.

The Township and its staff will adhere to all applicable occupational health and safety legislation and the Township's local procedures.

Mayor Raymond Tout

Lorraine Heinbuch, C.A.O./Clerk

February 10th, 2011

2011 Meeting Schedule
Township of Wellington North
Health & Safety Committee

(Second Thursday of each Month)

<u>Date</u>	<u>Time</u>	<u>Location</u>
01/13/11	9:30am	Kenilworth Office, Council Chambers
02/10/11	9:30am	Kenilworth Office, Council Chambers
03/10/11	9:30am	Kenilworth Office, Council Chambers
04/14/11	9:30am	Kenilworth Office, Council Chambers
05/12/11	9:30am	Kenilworth Office, Council Chambers
06/09/11	9:30am	Kenilworth Office, Council Chambers
07/14/11	9:30am	Kenilworth Office, Council Chambers
08/11/11	9:30am	Kenilworth Office, Council Chambers
09/08/11	9:30am	Kenilworth Office, Council Chambers
10/13/11	9:30am	Kenilworth Office, Council Chambers
11/10/11	9:30am	Kenilworth Office, Council Chambers
12/08/11	9:30am	Kenilworth Office, Council Chambers

AGENDA

Township of Wellington North Joint Health & Safety Committee Meeting

DATE: THURSDAY, JANUARY 13TH, 2011

TIME: 9:30am

LOCATION: Kenilworth Office, Council Chambers

1. Roll Call
2. Minutes of the November 26, 2009 Meeting
3. Business Arising from Minutes
4. Unfinished Business
5. Regular Reports
 Workplace inspections and updates
6. New Business
7. Date of Next Meeting
8. Adjournment

TOWNSHIP OF WELLINGTON NORTH - ACCIDENT REPORTING PROCEDURE

PERSONAL INJURY REPORT FORM

Employee Name: _____
Employee Job Title: _____
Home Address: _____ Telephone #: _____
Date of Accident: _____ Time of Accident: _____
Accident Location: _____
Part of Body Injured: _____
Type of Activity at Time of Accident: _____
Incidents Leading Up to Accident: _____

At the time of the Accident, was the employee involved in a work related activity? YES: [] NO: []
Was this accident reported to the Supervisor? YES: [] NO: []

WHAT ACTION WAS TAKEN?

Did Employee Receive First Aid Treatment? YES: [] NO: []

If Yes, Who was the Treatment Given By: _____

Explain the Treatment Given: _____

Was An Ambulance Called? YES: [] NO: []

If Yes, Who was the Ambulance Called by? _____

Explain: _____

Was the Employee Sent to Hospital? YES: [] NO: [] Name of Hospital: _____

If Yes, who was the Employee Sent by? _____

Explain: _____

Was WSIB notified? YES: [] NO: [] Date: _____ Time: _____

Name of Person Identified? _____ By Whom? _____

Witness to Accident _____ Address: _____

Witness to Accident _____ Address: _____

Any comments or insights to prevent a recurrence? _____

Supervisor Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Copies: (Original) Department Head (1) Payroll / Personnel (2) Employee (3) H&S Committee XX

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



COUNTY OF WELLINGTON DETACHMENT

Palmerston Administration Centre
250 Daly Street
Palmerston, ON
N0G 2P0
Tel. (519) 343-5770
Fax (519) 343-4506

File: 614 10

February 22nd, 2011

RECEIVED

FEB 25 2011

TWP. OF WELLINGTON NOR

Township of Wellington North
P.O. Box 125
KENILWORTH, ON
N0G 2E0

RE: Municipal Council Attendance

For several years now I have attended municipal council meetings to provide council with a snapshot of their community from a policing perspective. I am willing to attend and make a similar presentation and/or discuss any policing issues affecting your municipality.

If you would like me to attend in this capacity please provide a couple of dates that work best for you and I will confirm a date as soon as possible. Additionally, forwarding additional topics or questions you wish to discuss would be appreciated and ensure that I am able to provide the best possible answer to you.

I look forward to this opportunity to attend your council meeting.

R.S. SMITH, Inspector
Detachment Commander
County of Wellington Detachment

RSS/hf

To: Mayor & Councillors
North Shillington.

February 23/11

RECEIVED

FEB 25 2011

TWP. OF WELLINGTON NORTH

Last Christmas I enquired at Sauguen Valley Nursing Centre, where I have a relative, if a mobility vehicle was available. I was told the only one was from Perquis. I called them requesting the cost to bring my relative to my home from Sauguen & return. I live on Queen St. W. across from Loides. The cost would be 176.00! I had to make alternate ways to get her here. This is an insane price!

When I read that Gary Williamson had put forward a proposal to look into a mobility vehicle for North Shillington, I decided to lend my support to this proposal.

If you check out Birmingham Lodge & Sauguen I am sure you will realize the need for this type of vehicle.

I await your favourable decision on this matter.

Sincerely

Lita McCartney
460 Queen St. W.
Mount Pleasant, On.

EXPLANATORY NOTE
BY-LAW NO. 12-11
MEETING INVESTIGATOR – APPOINTMENT RENEWAL

The Township of Wellington North is committed to ensuring that a request for an investigation under Section 239 of the Municipal Act, 2001 as amended is dealt with in a fair, open and expeditious matter.

Through By-law Number 3-08 the Township has appointed Mr. Norm Gamble as an Investigator and authorized him to conduct investigations upon receipt of a complaint in respect of meetings or part of meetings that are closed to the public to determine compliance with the Act or the Township's Procedural By-law and to report on the results of such investigations.

Attached is the authorizing By-law with respect to a renewal Agreement which provides for the services of Meeting Investigator Norm Gamble.

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

BY-LAW NUMBER 12-11

**BEING A BY-LAW TO APPROVE THE APPOINTMENT OF NORM
GAMBLE AS INVESTIGATOR AND TO ENTER INTO AN
AGREEMENT FOR SERVICES.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 239.2(1)

WHEREAS Section 239.2(1) of the Municipal Act, S.O. 2001, c.25 as amended authorizes the Municipalities to appoint an investigator and to enter into an agreement for services;

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

1. THAT the Mayor and the Chief Administrative Officer/Clerk are hereby authorized to approve the appointment of Norm Gamble as investigator pursuant to Section 239.2(1) of the Municipal Act, S.O. 2001, c.25 as amended and to enter into an agreement for services with him.
2. THAT an agreement with Norm Gamble in the form of the draft agreement attached hereto as Schedule "A" to this by-law, which provides for the services of investigator Norm Gamble to the Township of Wellington North is hereby ratified and confirmed.
3. THAT the Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF MARCH, 2011.***

**RAYMOND TOUT,
MAYOR**

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

SCHEDULE "A"
BY-LAW NO. 12-11

AGREEMENT FOR INVESTIGATOR

THIS AGREEMENT made the 27th day of January, 2011

BETWEEN: **THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**
(Hereinafter referred to as the "Township")

OF THE FIRST PART

AND:

NORM GAMBLE
(Hereinafter referred to as the "Investigator")

OF THE SECOND PART

WHEREAS:

- (A) Section 239.2 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), authorizes municipalities to appoint an Investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the Municipality or a local board has complied with section 239 of the Act or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation;
- (B) In appointing an investigator and in assigning powers and duties to him or her, a municipality is to have regard to, among other things the importance of the matters listed below:
 - i) the investigator's independence and impartiality;
 - ii) confidentiality with respect to the investigator's activities; and
 - iii) the credibility of the investigator's investigative process.
- (C) The Township is satisfied that the Investigator has the skills and ability to meet the foregoing criteria.

NOW THEREFORE the parties agree as follows:

1. Services

The Township hereby retains and appoints the Investigator as an Investigator for the purposes of Section 239.2(1) of the Act and the Investigator agrees to provide such services for and at the request of the Township and accepts such appointment. The Investigator confirms that services under this agreement will be carried out by Norm Gamble, except as he may delegate in writing to any person, other than a member of Council, any of his powers and duties under Part V1, in accordance with paragraph 8 below.

2. Duties

The duties of the Investigator shall be:

- i) to conduct investigations from time to time as requested by the Township upon receipt of a complaint ("Complaint") in respect of meetings or part of meetings that are closed to the public to determine compliance with the Act or the Township Procedural By-law relating to meetings and to report on the results of such investigations;
- ii) in conducting such investigations, to have regard to the importance of the matters listed above in recital (B);
- iii) to proceed without undue delay and with due diligence to investigate a complaint;
- iv) to conduct each investigation in private;
- v) to hear or obtain information from such persons as the Investigator thinks fit and to make such inquiries as he thinks fit;

- vi) to provide an opportunity to the Township or any person that may be adversely affected by a proposed report of the Investigator, to make representations respecting such report or recommendation;
- vii) to preserve confidentiality and secrecy with respect to all matters that come to his knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Investigator's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations;
- viii) after making an investigation, to render his opinion as to whether or not the meeting or part of the meeting that was the subject matter of the investigation appears to have been closed to the public contrary to the Act or Township Procedural By-law and, in either case, the Investigator shall report his opinion and the reasons for it to the Township and shall make such recommendations as he thinks fit.

In performing such duties, the Investigator shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the Act, with necessary modifications, copies of which are attached hereto as Appendix "A".

3. Fees

- a) **Annual Retainer** – The Investigator shall be paid an annual retainer of \$200 per year. The annual fee will be paid in January of each year.
- b) **Daily Rate** – The Investigator shall be paid a fee of THREE HUNDRED AND FIFTY DOLLARS (\$350.00) per day (for anything over three hours) and/or ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$175) per half day (for anything less than three hours). The Investigator agrees such rate shall be charged only for such time that he is actively investigating a complaint and preparing and presenting his report with respect thereto. He is entitled to be reimbursed for other reasonable receipted expenses related to his duties, including food and hotel costs and kilometre rate based on the County's per kilometre rate (.50 cents per km for 2011).
- c) **Escalating** - 3 a) shall be reviewed on an annual basis in December of each year.
- d) **Responsibility for Payment** – The Investigator further covenants and agrees that his fee and related expenses hereunder shall be paid by the County and the County shall invoice the lower tier Municipality against whom the complaint is made and which initiated the investigation.

4. Term

The term of this Agreement ("Term") is for four (4) years commencing the first day of January 2011. The Investigator or the Township shall give at least sixty (60) days written notice of its intent not to renew this Agreement.

5. Termination

Either party, without liability, cost or penalty may terminate this Agreement for any reason and at any time without penalty upon giving thirty (30) days written notice.

6. Taxes

All amounts payable to the Investigator shall be paid without deduction. The Investigator shall be responsible for all expenses in connection with the provision of his services under this agreement including (without limiting the generality of the foregoing) income and other taxes, employment insurance, health tax, social insurance, income tax law, Worker's Compensation (if elected to enrol), and Canada Pension. H.S.T. shall be paid by the Township in addition to the fees set out in 3 (a) at the prevailing rate. The Township assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.

It is clearly agreed that the Investigator will be responsible for all remittances and taxes due and payable to CRA on amounts received under this agreement including any H.S.T.

7. Independent Contractor

The Investigator is a contractor independent of the Township. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.

8. Delegation

In the event more than one complaint is made at any one time requiring more than one investigation, the Investigator may determine that it is necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Investigator and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Investigator. Such delegation shall not be to a member of council or staff of the County or any lower tier Municipality and shall not result in any additional costs or fees to either of them. Invoices shall be rendered by the Investigator and payment made to the Investigator and the Investigator shall otherwise be responsible for the fees and disbursements to any of his delegates.

9. Assignment

It is agreed that the Investigator shall not assign or sublet or sub-contract this Agreement or any part hereof or rights hereunder and if any assignment, subletting or sub-contracting occurs, the Township may upon notice in writing, cancel and terminate this Agreement forthwith as of the date set forth in the notice, and in such event, this Agreement shall be deemed to be cancelled and terminated as of such date.

10. Notices

a) Any notice given under this Agreement by one party to the other may be served personally or by sending the same by prepaid ordinary mail and addressed to the Chief Administrative Officer/Clerk., P.O. Box 125, Kenilworth, ON N0G 2E0 and in the case of the Investigator to the address given in this Agreement or the last known address of that party, or to such other address as either party may from time to time designate by written notice to the other part.

b) Any notice given under this Agreement shall be deemed to have been served, in the case of personal service on the day that it was served personally and in the case of service by mail, on the second day next following the day on which it was posted.

c) In the event that the Investigator consists of two or more persons, any notice given by the Township to any one of those persons, shall be deemed to be notice given to the Investigator and to all other such persons.

11. Township Indemnification

The Township agrees to indemnify and save harmless the Investigator, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.

12. General

- 12.1 Each party, at the request of the other, shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- 12.2 This Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understanding or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.
- 12.3 Unless otherwise provided, this Agreement may be amended only by written agreement between the parties. No amendment of any of the terms or provisions of the Agreement shall be deemed valid unless it is in writing.
- 12.4 No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of the Agreement. No provision of the Agreement shall be deemed to be waived and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the part that is purported to have given such a waiver or consent.
- 12.5 No delay or omission on the part of any party of this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part hereof.
- 12.6 This Agreement shall in no way limit the right of the Township to contract for identical or similar services or goods from any other person or entity.
- 12.7 The rights and remedies of the parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law or in equity.
- 12.8 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.
- 12.9 In the event of any expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.
- 12.10 This Agreement shall ensure to the benefit of and be binding upon each party's respective successors and permitted assigns, executors and administrators.
- 12.11 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibitions or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

12.12 In this Agreement, whenever the context requires or permits, the singular shall include the plural, and the plural shall include the singular, and the masculine and the neuter shall include each other and the feminine pronoun.

IN WITNESS HEREOF, each of the parties hereto have set its hand and seal as of this ____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Raymond Tout
Mayor

Lorraine Heinbuch
Chief Administrative Officer/Clerk

The Investigator hereby accepts and agrees to the terms and conditions herein contained.

Witness

Norm Gamble

APPENDIX "A"

In performing Investigator duties, the Investigator shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the Act, as follows:

Ombudsman

Powers paramount

223.13(6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private.

Opportunity to make representations

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

Application of *Ombudsman Act*

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part.

Same

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to "any governmental organization", "the *Freedom of Information and Protection of Privacy Act*" and "the *Public Service of Ontario Act, 2006*" are deemed to be references to "the municipality, a local board or a municipally-controlled corporation", "the *Municipal Freedom of Information and Protection of Privacy Act*" and "this Act", respectively.

Duty of confidentiality

223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

Disclosure

(2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman's opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

No review, etc.

223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

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

BY-LAW NUMBER 13-11

**BEING A BY-LAW TO FORMALLY DECLARE A PORTION OF
PATRICK STREET TO BE OPEN.**

WHEREAS Section 26 of the Municipal Act, 2001, as amended provides that highways include all highways that existed on December 31, 2002 and all highways established by By-law of the municipality on and after January 1, 2003.

AND WHEREAS the Corporation is a lower-tier municipality and Subsection 11(1) of the Act authorizes it to pass By-laws respecting matters within the Highways sphere of jurisdiction.

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

The following lands in the Township of Wellington North are hereby confirmed and established as a highway in the former Village of Arthur:

The most northeasterly 60 metres of even width throughout of the street shown as Patrick St. on the Ellen Daniels Survey (former Peel Township October, 1877) save and except that part thereof expropriated as widening of Provincial Highway #6 and being part of PART 1 on the Ministry of Transportation Designation Plan (Ministry No. P-1933-23) registered December 19, 1972 as Plan DN27583.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF MARCH, 2011.***

**RAYMOND TOUT,
MAYOR**

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

REPORT OF LIVESTOCK VALUER

Report to be completed in full, giving particulars of evidence observed.
 Please print legibly. OMAFRA will not reimburse for incomplete reports.

47 km

"livestock" means cattle, fur-bearing animals, goats, horses, rabbits, sheep or swine.
 "poultry" includes game birds where the game birds are kept pursuant to a licence under the Fish and Wildlife Conservation Act, 1997.

I, G. Flewelling Valuer of
 livestock and poultry do hereby report that on or about the 1st day of March, 2011,
 the following damages to livestock occurred as set out below.

OWNER INFORMATION		
Name of Owner of Livestock/Poultry <u>John Manion</u>		
Mailing Address <u>R.R. # 1 Conn</u>	Postal Code <u>NO G 1 N 0</u>	
Location (include Lot, Concession, Municipality) <u>Lot 12 Conc. 14 Shelburne No.</u>	911 gate # <u>9570</u>	
Telephone # <u>(519) 321-9233</u>	Farm Business Registration #	

FINDINGS - INJURY / KILL - BOX 1	
Time:	a.m. / p.m. Comments: <u>early Sun. morning Feb. 27/11</u>
Description of livestock / poultry damaged - check appropriate findings.	
<input type="checkbox"/> Throat / neck injuries or wounds	<input type="checkbox"/> Head / neck / jaw / spine broken or damaged
<input type="checkbox"/> Legs under animal or animal in upright position	<input type="checkbox"/> Lying in unnatural position or posture
<input type="checkbox"/> Puncture wounds with bruising	<input checked="" type="checkbox"/> Carcass dragged away from kill area
<input type="checkbox"/> Signs of struggle	<input type="checkbox"/> Bites on hind legs
<input type="checkbox"/> Evidence animal was sick / starving / diseased	<input type="checkbox"/> Blood trails in area
<input type="checkbox"/> Poisonous plants / limited pasture	<input checked="" type="checkbox"/> Evidence of birth within past 72 hours
<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Other (explain)
Comments: <u>Calf was dragged some distance from barnyard.</u>	
<input checked="" type="checkbox"/> I have found evidence, to the best of my knowledge and belief, that shows the livestock/poultry in question has been killed or injured by a predator. (Proceed to complete remaining boxes.)	
OR	
<input type="checkbox"/> There was insufficient evidence to make a finding due to deterioration or lack of carcass remains	
<input type="checkbox"/> Died of natural cause, sickness or disease	
<input type="checkbox"/> Scavenged only - did not die from predation	
[Proceed to Box 6]	

IDENTIFICATION OF PREDATOR - BOX 2	
<input checked="" type="checkbox"/> Hindquarters / sides bitten or chewed	<input checked="" type="checkbox"/> Internal organs / ribs / fatty tissue eaten
<input type="checkbox"/> Wool scattered, carcass ripped apart	<input type="checkbox"/> Multiple carcasses
<input type="checkbox"/> Very little of carcass eaten	<input type="checkbox"/> Claw marks on flanks, shoulders
<input type="checkbox"/> Tracks present - type:	<input type="checkbox"/> Hide mostly in one piece - not ripped into pieces
<input type="checkbox"/> Predator stools - type, size, colour, content (specify): <u>Much of the calf eaten.</u>	<input type="checkbox"/> Other findings (specify)
I have found evidence, to the best of my knowledge and belief, that shows the:	
<input checked="" type="checkbox"/> predator responsible for the damage was a (circle one): <u>Coyote</u> Wolf Dog	
<input type="checkbox"/> damage was caused by dog owned or habitually kept on premises of owner of livestock and/or poultry.	

PHOTOGRAPHS - BOX 3
Attach photographs (3 - 6) of injured or killed livestock or poultry to indicate attack site, wounds and other pertinent evidence.

RISK ASSESSMENT - Check applicable item

1. Current regional predation risk is: High Moderate Low
2. Regional incidence of predation is: Increasing Stable Decreasing
- Comments: *A number of calls have been received from this area recently.*
3. Predation on this farm is: 1st incident 1 claim / year 2 claims / year >2 claims / year
4. Previous predation history. Dates:
- Describe actions **taken** by producer to decrease likelihood of predation since last claim
 - Improved fencing
 - Obtained guard animal
 - Penning livestock at night
 - Lighting yards
 - Birthing in protected area
 - Smell or noise deterrents
 - Other:
5. Trapping / hunting
 - Are predators being hunted / trapped on farm Yes (Date last caught) No
 - Are there preventive hunting / trapping (e.g. spring) activities on farm Yes No

FARM MANAGEMENT - Check applicable item

1. Herd / Flock size: *29 cows*
2. Run as one herd / flock: YES NO
3. Livestock are: Healthy Diseased Sick
4. Location of kill / injury:
 - Barnyard YES NO
 - Pasture - near buildings YES NO
 - Pasture - distant YES NO
 - Terrain of site: Open pasture Scrub bush Wooded Swamp nearby Hilly
5. Stock inspected daily: YES NO (How often / by whom)
6. Stock running at large (on unenclosed land / highway): YES NO
7. Stock confined at night: YES NO (If no, where) small pasture / barnyard / other
8. Fencing:

<u>Individual Pasture</u>	<u>Perimeter Fence</u>
Acreage:
Maintenance (circle one): <u>Good</u> Fair / Poor	Good / Fair / Poor
9. Guard animal: Dog - breed Donkey Llama
10. Noise / smell repellents, etc. deterrents used (specify):
11. Other preventive measures used (specify):
12. Waste disposal method
 - Collected YES NO
 - Buried YES (how deep) NO
 - Composted YES NO
 - Other (specify)
 - Afterbirth disposed YES NO
13. Owner will implement the following to reduce further predation:
 - Improve fencing - repair / block entry points / addition of electric strands
 - Protect newborns - special penning / predator proof nursery / birthing area
 - Add guard animals or other deterrents
 - Light yards / night penning
 - Husbandry changes (specify)
 - Predator removal (specify what, when, how often)
 - Other (specify)

I have found that the owner:

- had taken reasonable measures to prevent predation
- had not taken reasonable measures to prevent predation

VALUATION - BOX 5

REFER TO LIVESTOCK / POULTRY CATEGORIES AND CURRENT MARKET VALUES INFORMATION BELOW

1. Producer has livestock insurance YES NO
 2. Insurance policy reviewed by valuer YES NO

I value the said livestock and / or poultry, having due regard to the maximum amounts of compensation as set out in the regulations passed under the *Livestock, Poultry and Honey Bee Protection Act* (or by a by-law of this municipality), and hereby award the following compensation:

Species*	Live weight (lb or kg)	Market Price (lb or kg)	Add'l value over market**	Compensation Awarded
Purebred hereford	95 lb			750. —
papers can be obtained				
TOTAL COMPENSATION:				\$ 750. —

* Indicate newborn (N) if less than one-month old.

**For bred, purebred or high quality animals, animals must have physical identification, such as an ear tag or tattoo, that corresponds to written records. Copies of records, supporting the additional award, must be attached to this report.

VALUER AFFIDAVIT - BOX 6

To the best of my belief and knowledge, the findings in this report are complete and accurate

G. Flewelling
 Signature of valuer
323-9953
 Telephone number
evening
 Best time to telephone
Mar 1/11
 Date

LIVESTOCK/POULTRY CATEGORIES AND CURRENT MARKET VALUES

Please use exact wording under "TERM TO USE" when completing Report of Livestock Valuer form

1. **Categories**

SPECIES	TERM TO USE	DEFINITIONS
Cattle	CalF	0-6 months
	Steer / Heifer	6-24 months
	Cow	>24 months - includes heifers > 24 months
	Bull	>24 months - includes steers > 24 months
Goats	Goat	all ages and sexes
Horses	Foal	< 6 months
	Horse	all ages > 6 months
Poultry	Chicken	all types, report total weight
	Duck	all types, report total weight
	Goose	all types, report total weight
	Turkey	all types, report total weight

Note: Ratites (emu, ostrich, rhea), swans are not covered under the Act. Claims must be 25 kg or 55 lb. minimum, not to exceed \$1000 per year per owner.

SPECIES	TERM TO USE	DEFINITIONS
Rabbits	Rabbit	all ages and sexes Note: Minimum \$20, not to exceed \$1000 per year per owner
Sheep	Lamb	0-6 months
	Yearling	6-18 months
	Ewe	> 18 months
	Ram	> 18 months
Swine	Swine	Includes all ages and sexes

2. **Current Market Values - Information Sources**

Ontario Farmer magazine - Market News Page
 Ontario Livestock Exchange
 Market Information Line
 Ontario Cattlemen's Association 519-824-9161
 Ontario Sheep Marketing Agency 519-836-0043

3. **Guard Animals**

Guard dogs are generally not herding or hunting dogs nor house pets. Guard dogs remain with the livestock and are bonded to the animals. Generally they are specific breeds that have been bred for this purpose. For example: Grand Pyrenees, Komondor. Include breed when reporting a guard dog. Please do not record pets, herd or hunting dogs unless they truly are used in a guarding capacity.

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

BY-LAW NUMBER 14-11

**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
MARCH 7, 2011.**

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 March 7, 2011 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 7TH DAY OF MARCH, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, March 15, 2011	Water/Sewer Committee	8:30 a.m.
Tuesday, March 15, 2011	Works Committee	Following Water/Sewer
Tuesday, March 15, 2011	Fire Committee	7:00 p.m.
Wednesday, March 16, 2011	Economic Development Committee	4:30 p.m.
Monday, March 21, 2011	Public Meeting	7:00 p.m.
Monday, March 21, 2011	Regular Council	7:00 p.m.
Wednesday, March 23, 2011	Building/Property Committee	9:00 a.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