



Township of Wellington North

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

Regular Meeting of Council

Monday, April 18, 2011

Following Public Meeting

Council Chambers, Municipal Office, Kenilworth

A G E N D A

Page 1 of 5

AGENDA ITEM	PAGE NO.
<u>CALLING THE MEETING TO ORDER</u>	
- Mayor Tout	
<u>O' CANADA</u>	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
<u>MINUTES</u>	
1. Public Meeting, April 4, 2011	01
2. Regular Meeting of Council, April 4, 2011	06
<u>BUSINESS ARISING FROM MINUTES</u>	
1. County of Wellington Planning and Development Department - Comments for Consent Application B53/11	23
2. Wellington County Active Transportation Committee - Appointment of Representative from Township of Wellington North and Contribution of \$3,000.00	29

AGENDA ITEM		PAGE NO.
<u>DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS</u>		
1.	Scott Smith, Inspector, Detachment Commander, Wellington County Detachment Re: - Presentation on Community Policing and Crime Statistics 2010 - Accident Scene Solicitation By-law	30 33
2.	Susan Fielding, Councillor, Township of Puslinch Letter of support for Accident Scene Solicitation By-law	40
3.	Roy Loveless, Independent Tow Truck Operator Re: Accident Scene Solicitation By-law, not in support of by-law	41
4.	Steve Rainey, President, Ontario Federation of Independent Towers Correspondence received regarding Accident Scene Solicitation By-law, not in support of by-law	44
5.	Paul Howatt, Wellington County Tow Group Re: Support for Accident Scene Solicitation By-law	51
6.	Trevor Roberts, Trevor Roberts Auto Repair & Towing Re: Support for Accident Scene Solicitation By-law	52
7.	Bob Goodliffe, Bob's Towing Re: Support for Accident Scene Solicitation By-law	54
<u>STANDING COMMITTEE, MINUTES, RECOMMENDATIONS AND STAFF REPORTS</u>		
1.	Arthur Area Fire Department - March 2011 Fire Report - March 2011 Fire Prevention Officer's Report	55 57
2.	Mount Forest Fire Department - March 2011 Fire Report - March 2011 Fire Prevention Officer's Report	58 59
3.	Recreation & Culture Committee - Minutes, April 5, 2011	60

AGENDA ITEM	PAGE NO.
<u>STANDING COMMITTEE, MINUTES, RECOMMENDATIONS AND STAFF REPORTS</u> (continued)	
4. Works Committee <ul style="list-style-type: none"> - B.M. Ross and Associates Limited - Tender results for 2011 Deck Repairs to White Bridge Hwy 89 Connecting Link, Mount Forest 	63
<u>CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION</u>	
1. Ministry of Transportation Re: 2011 Highway Connecting Link Allocation	65
2. Letters of Support for Saugeen Mobility and Regional Transit <ul style="list-style-type: none"> - Mount Forest Family Health Team - Saugeen Valley Nursing Center, Mount Forest - Caessant Care, Harriston - North Wellington Health Care and Groves Memorial Community Hospital 	68 69 70 71
3. Paul Smith Re: Sewer Charge Deferral Request for property at 125 Conestoga Street South, Arthur	72
4. Wellington North Power Inc. Re: 2011 Annual Shareholder Meeting – Tuesday, April 26, 2011	73
<u>BY-LAWS</u>	
1. 27-11 Being a By-law to Temporarily Close a Portion of Main Street (Hwy 6) in the Former Town of Mount Forest for the Purpose of Holding the Mount Forest Annual Fireworks Festival	74
2. 28-11 Being a By-law to Authorize the Executions of a Third License Extension and an Amending Agreement between Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure and the Corporation of the Township of Wellington North. (Ontario Realty Corporation – 381 Main Street North, Mount Forest – Mount Forest Fire Hall)	75

AGENDA ITEM	PAGE NO.
<p><u>BY-LAWS</u> (continued)</p>	
<p>1. 29-11 Being a By-law to Amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part of Lot 1, Concession 3 (former Township of West Luther) – Ireland)</p>	83
<p>2. 30-11 Being a By-law to Authorize the Execution of a Funding Agreement for Infrastructure Projects Between Her Majesty The Queen In Right Of Ontario as Represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Wellington North. (COMRIF – Wastewater Treatment Plant, Mount Forest)</p>	87
<p><u>OTHER BUSINESS</u></p>	
<p>1. Declaration of Surplus Lands Resolution Re: Division 1 of Lot 13, East of the Owen Sound Road, Part 1 on Plan 61R6800, former Township of Arthur (adjacent to Hwy #6)</p>	133
<p><u>ITEMS FOR COUNCIL'S INFORMATION</u></p>	
<p>Cheque Distribution Report - dated April 14, 2011</p>	
<p>Grand River Conservation Authority - Newsletter, Grand Actions, Volume 16, Number 2 – March – April 2011</p>	
<p>City of Mississauga - Revenue from H.S.T. Charged on Gasoline and Diesel Sales Transportation Infrastructure Funding</p>	
<p>Regional Municipality of Halton - Harmonized Sales Tax (H.S.T.) Revenue and a New Funding Mechanism for Transportation Infrastructure</p>	
<p><u>ANNOUNCEMENTS</u></p>	

AGENDA ITEM	PAGE NO.
<p><u>CLOSED MEETING SESSION</u></p> <p>1. "Personnel" Matter pertaining to Labour Relations</p> <p><u>CONFIRMING BY-LAW NO. 31-11, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p> <p><u>ADJOURNMENT</u></p> <p>Lorraine Heinbuch, Chief Administrative Officer/Clerk</p>	134

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 4, 2011

The Public Meeting was held Monday, April 4, 2011 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider a Zoning Amendment application.

Present:

Mayor: Raymond Tout
Councillors: Sherry Burke
Mark Goetz
Andy Lennox
Dan Yake

Also Present:

C.A.O./Clerk: Lorraine Heinbuch
Executive Assistant: Cathy Conrad
Township Planner: Linda Redmond

Mayor Tout called the meeting to order.

Declaration of Pecuniary Interest:

None declared.

Owner/Applicant: Shawn Schill and Bridget Schill

THE LOCATION being rezoned is in Division 1-4 WOSR, Lot 33 with a civic address of 8586 Hwy 6. The land is approximately 196 acres in size.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property and to address the oversized shed on the residential portion of the subject lands. This rezoning is a condition of severance application B131/10, that was granted provisional approval by the Wellington County Land Division Committee in December, 2010. The consent will sever the existing farm dwelling, and accessory building (1.1 ha (2.7 acres) from the remainder of the agricultural parcel (78.6 ha (194.2 acres). The property is currently zoned Agricultural.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 4, 2011

Page Two

Please note – Section 34 (12) of the Planning Act.

Information – At a meeting under subsection (12), the council shall ensure that information is made available to the public regarding the power of the Municipal Board under subsection (14.1) to dismiss an appeal if an appellant has not provided the council with oral submissions at a public meeting or written submissions before a By-law is passed.

1. Notice for this public meeting was sent to property owners within 120m and required agencies and posted on the property on March 14th, 2011.
2. Presentations by:

Linda Redmond, Planner, reviewed her correspondence dated March 30, 2011.

The zoning amendment is required as a condition of provisional consent (B131/10) by the Wellington County Land Division Committee. We have no objections to implementing this decision. Both the Provincial Policy Statement and County Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future residential dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

The by-law will also address the accessory structure on the residential parcel. It is not unusual to maintain an existing barn and or implement shed for storage as a result of a severance. In this case the applicants are requesting to keep an accessory shed with a floor area of 1539 sq. ft. The maximum allowable is 1000 sq. ft. Given the size of the subject property and neighbouring agricultural lots the impact of the relief requested appears to be minor in nature; however, Council should be satisfied that the accessory building is intended for personal use and not for commercial purposes.

The subject land is legally described as Division 1-4 WOSR, Lot 33 with a civic address of 8586 Hwy 6. The land is approximately 196 acres in size.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 4, 2011

Page Three

The purpose of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property and to address the oversized shed on the residential portion of the subject lands. This rezoning is a condition of severance application B131/10, that was granted provisional approval by the Wellington County Land Division Committee in December, 2010. The consent will sever the existing farm dwelling, and accessory building (1.1 ha (2.7 acres) from the remainder of the agricultural parcel (78.6 ha (194.2 acres).

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

The subject lands are designated PRIME AGRICULTURE. This application is required as a result of a severance application. Section 10.3.4 of the Official Plan implements the Provincial Policy Statement and requires that the remnant parcel be rezoned to prohibit dwellings.

Section 10.3.4 of the Official Plan states:

“A severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) The remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) The result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) The amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) The surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) The Minimum Distance Separation formula will be met, and
- f) The vacant parcel of farmland is rezoned to prohibit a residential use.”

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum.”

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 4, 2011

Page Four

The subject lands are zoned Agricultural (A). There will be two site specific zones required on the subject lands. The first site specific will prohibit a dwelling on the 194.2 acre agricultural parcel and the second one will address the accessory structures on the 2.7 acre residential parcel.

As a result of the severance, the residential dwelling would be considered the main use and the existing accessory structure would be reviewed under section 6.1 as accessory uses to a residential dwelling. In this case there is a shed with a floor area of 1539 sq.ft., which exceeds the allowable ground floor area of 1,000 sq. ft. (Section 6.1.4 ii).

3. Review of Correspondence received by the Township:
 - Liz Yerex, Resource Planner, GRCA
 - No objection
 - Ken Teasdale, Project Manager, MTO
 - No concerns
4. The by-law will be considered at the regular Council Meeting following the Public Meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.
5. Mayor Tout opened the floor for any questions/comments.

The Applicant was present to answer any questions

None
6. Comments/questions from Council.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 4, 2011

Page Five

7. Adjournment

C.A.O./CLERK

MAYOR

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Following Public Meeting – 7:10 p.m.

Members Present:

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

Also Present: Chief Administrative Officer/Clerk: Lorraine Heinbuch
Executive Assistant: Cathy Conrad
Treasurer: John Jeffery

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. **O' CANADA**

C. **PASSING AND ACCEPTANCE OF AGENDA**

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the April 4, 2011 Regular Meeting of Council be accepted and passed.

Resolution Number: 1

Carried

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

None declared.

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Two

E. MINUTES

1. Public Meeting, March 21, 2011
2. Bailey Drainage Works, F Drain, March 21, 2011
3. Regular Meeting of Council, March 21, 2011

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the minutes of the Public Meeting, the Drainage Meeting and the Regular Meeting of Council held on March 21, 2011 be adopted as circulated.

Resolution Number: 2

Carried

F. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS

1. Presentation of Consent Applications by Linda Redmond, Planner

Application B50/11 – Arlene Pronk

Council supported the application with the following conditions:

- That the owner satisfy the requirements of the local municipality in reference to parkland dedication
- That the owner must abide by the Township Entrance Policy

Application B51/11 – Paul, Judy & Trevor Culp

Council supported the application with the following conditions:

- That the owner satisfy the requirements of the local municipality in reference to parkland dedication
- That the owner must abide by the Township Entrance Policy

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Three

F. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

1. Presentation of Consent Applications by Linda Redmond, Planner
(continued)

Application B53/11 – Schill-Land Holdings Inc.

Council deferred their comments to the April 18, 2011 Regular Council meeting for further review. Council asked for further information regarding the creation of a residential area as there are other residential lots in close proximity; as well as information regarding an underground liquid manure storage on the property.

Application B56/11 – Estate of Vincent B. Murphy

Council deferred their comments to the April 18, 2011 Regular Council meeting for further review of a proposal showing how the lands will be developed.

2. Grand River Conservation Authority
Pat Salter, Wellington North Representative
Keith Murch, Secretary - Treasurer and Assistant CAO
Michael Bradley, director of operations
Re: 2011 Budget and Update on Programs

Mr. Bradley presented an overview of the programs and operations of the Grand River Conservation Authority. The GRCA is the largest watershed in Southern Ontario and was created in partnership with watershed municipalities in 1932 to address water quality and flooding. Environmental work includes the Rural Water Quality Program, Drinking Water Source Protection and the Luther Marsh Wildlife Management Area. The GRCA has partnered with the Wellington Green Legacy Programme and the Upper Grand School Board to increase use of the Community Environment Leadership Program (CELP) and create a demonstration nursery operated by the Green Legacy. The 1982 Water Management Plan is being updated and a final report will be available in 2013.

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Four

F. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

2. Grand River Conservation Authority (continued)
Pat Salter, Wellington North Representative
Keith Murch, Secretary - Treasurer and Assistant CAO
Michael Bradley, director of operations
Re: 2011 Budget and Update on Programs

Mr. Murch reviewed the 2011 budget. He presented a detailed expenditure breakdown and a detailed revenue breakdown. Expenditures include base programs – operating, base programs – capital and special projects. Large water management capital programs include projects at the Conestogo Dam and the Drimmie Dam to increase safety and protect downstream communities, washroom projects at Guelph Lake and Elora Gorge and the restoration of mill ruins at the Rockwood Conservation Area.

3. Rita Cudney, Damascus Hall Board

Mrs. Cudney spoke on behalf of the Board members. The Damascus Hall community group hosts two fundraising dinners in the winter and a summer barbeque. With funds raised the Board has been able to complete capital projects such as renovations to the kitchen, soffit and fascia and the construction of a pavilion. The municipality has been responsible for water testing and major capital projects such as repointing of walls. The group requested that rental costs remain reasonable and within reach of those using the facility.

4. Gary Williamson, County of Wellington Ward 3 Councillor

Mr. Williamson provided an update of Wellington County Council. The County has included the development of a nursery for the Green Legacy Programme in its budget. This will give students in the northern part of Wellington County access to a nursery site. Road capital projects include Wellington roads 6 and 14. Approximately 1.3 million is to be spent in the Wellington North area. The Spring Road Tour will take place in late June. The Frederick Street project in Arthur is planned for 2014; however could be completed earlier if the Township is ready.

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Five

F. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

4. Gary Williamson, County of Wellington Ward 3 Councillor (continued)

Mr. Williamson participated in a meeting with the Minister of Transportation, Kathleen Wynne, regarding accessible transportation, along with members of SMART. The Minister acknowledged that rural Ontario needs this type of transportation. Roger Cooke made a presentation to County Council that was well received. They cannot include all of Wellington County at once but feel it would be best to include the municipalities in the northern part of the County as those municipalities border on their existing service area. This service can provide patient transfer service as well which would free up ambulances. Mr. Williamson felt that the County would buy into the services over the next two or three years. Council needs to consider the benefits, not just the cost.

Council thanked Mr. Williamson for his presentation. Mayor Tout presented him with a certificate honouring his retirement after 30 years with the Township of Wellington North. Councillor Yake presented certificate from John, Wilkinson, MPP for Perth Wellington and Premier Dalton McGuinty. Barry Trood, Director of Public Works presented Mr. Williamson with a picture of the Works and Water/Sewer Staff.

G. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Building/Property Committee
- Minutes, March 25, 2011

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Building/Property Committee meeting held on March 25, 2011.

Resolution Number: 3

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Six

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

1. Building/Property Committee (continued)
- Rogers Proposed Wireless Communications Site

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Township of Wellington North concur that the proposal by Rogers Communication Inc. to erect a wireless communication installation on lands known as 9037 Highway 6, Kenilworth, Ontario and owned by Mark Doust circulated as Industry Canada's Radio Communications and Broadcasting Antenna Systems protocol CPC-2-0-03 has met the Township's requirements.

Resolution Number: 4

Carried

2. Fire Committee
- Minutes, March 15, 2011

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Fire Committee meeting held on March 15, 2011.

Resolution Number: 5

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Seven

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

3. Economic Development Committee
- Minutes, March 16, 2011

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

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on March 16, 2011.

Resolution Number: 6

Carried

4. Finance Committee
- Resolutions with respect to Budget Process

**Moved by: Councillor Lennox
Seconded by: Councillor Yake**

WHEREAS the current operations of the Township of Wellington North are based on a specific "level of service" established over the years,

AND WHEREAS "level of service" is identified by past practice, available personnel, available infrastructure (buildings, vehicles, equipment, machinery), legislated practices and procedures.

And Whereas a specific level of service may or may not have an impact on the annual budget,

NOW THEREFORE BE IT HEREBY RESOLVED THAT the Council of the Township of Wellington North direct the Treasurer to prepare a policy for adoption by Township Council at the June 20th, 2011 Council meeting, whereby budgets will be prepared on the basis of maintaining the current level of service, and

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Eight

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

4. Finance Committee
- Resolutions with respect to Budget Process (continued)

THAT such policy specifically define the current level of service, and

*THAT any changes (increase or decrease) to the current level service
be specifically approved by Council.*

Resolution Number: 7

Carried

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*WHEREAS Council has resolved that operating and capital budgets
should be based on the current level of service,*

*AND WHEREAS from time to time it becomes necessary or desirable
to change the level of service for different reasons,*

*NOW THEREFORE BE IT HEREBY RESOLVED THAT the
Council of the Township of Wellington North direct the Treasurer to
prepare a policy for adoption by Township Council at the June 20th,
2011 Council meeting, outlining how any proposed change in the
level of service provided is introduced, described, assessed, and
communicated, and*

*THAT any contemplated change in the level of service be presented
for council's consideration with any budgetary impact provided in
the form of a supplementary budget independent of the general
operating budget. Budgetary information provided should include
any capital costs and any anticipated capital oriented revenue
covering a twenty year forecast period, and the associated operating
revenue and expenditures over a 5 year forecast period.*

Resolution Number: 8

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Nine

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

4. Finance Committee
- Resolutions with respect to Budget Process (continued)

**Moved by: Councillor Lennox
Seconded by: Councillor Yake**

WHEREAS the Finance Committee has suggested that annual budgets be prepared on a month to month basis,

AND WHEREAS different departmental budgets are prepared and managed by departmental staff and different committees of Council,

NOW THEREFORE BE IT HEREBY RESOLVED THAT the Council of the Township of Wellington North direct the Treasurer to prepare a policy for adoption by Township Council at the June 20th, 2011 Council meeting, instructing departments to develop budgets, beginning in 2012, on a monthly basis reflecting normal revenues and expenditures for each month, and

THAT Treasurer prepare and distribute to all respective staff copies of itemized financial reports of revenues and expenditures for the current (2011) and subsequent budget years, and

THAT the policy include direction with respect to departmental and committee review, correction, explanation and reporting.

Resolution Number: 9

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Ten

H. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION

1. The Mount Forest District Chamber of Commerce
Re: Request for Temporary Road Closure for Kin Club Classic Car and Motorcycle Show

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North grant the request of the Mount Forest District Chamber of Commerce for a temporary road closure on Main Street between Queen Street and Durham Street in the former Town of Mount Forest for the purpose of holding the Kin Club Classic Car and Motorcycle Show;

AND FURTHER THAT the CAO/Clerk be directed to prepare the necessary temporary road closure by-law for this event to be held on July 16, 2011.

Resolution Number: 10

Carried

2. CAA South Central Ontario and Ontario Good Roads Association
Re: CAA South Central Ontario and OGRA proposal to have H.S.T. gas tax revenue dedicated to transportation infrastructure and maintenance

Moved by: Councillor Yake

Seconded by: Councillor Lennox

WHEREAS the introduction of the Harmonized Sales Tax (H.S.T.) on July 1, 2010, and its application to gasoline and diesel sales will result in new revenue for the Government of Ontario; and

WHEREAS based on 2010 average price levels of gasoline and diesel, and 2009 average consumption levels in Ontario, the Government of Ontario's projected new revenue will be approximately \$1.53 billion annually; and

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Eleven

H. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION (continued)

1. CAA South Central Ontario and Ontario Good Roads Association
Re: CAA South Central Ontario and OGRA proposal to have H.S.T. gas tax revenue dedicated to transportation infrastructure and maintenance (continued)

WHEREAS the Provincial-Municipal Fiscal and Service Delivery Review identified a transportation infrastructure investment gap between the Government of Ontario and Ontario's municipalities of approximately \$3.8 billion; and

WHEREAS a lack of sufficient funding for essential transportation infrastructure construction, maintenance and rehabilitation has created a situation where many of Ontario's municipalities do not have the financial capacity to construct new transportation infrastructure and conduct the maintenance and rehabilitation needed to sustain existing transportation infrastructure; and

THEREFORE BE IT RESOLVED THAT the Council of the Township of Wellington North requests that the Government of Ontario consider directing a portion of the revenue derived from HST charged on gasoline and diesel sales to a new predictable funding mechanism that will allow Ontario's municipalities to make the critical investments needed to be effective stewards of transportation infrastructure; and

FURTHER THAT a copy of this resolution be forwarded to Premier Dalton McGuinty, Hon. Dwight Duncan, Minister of Finance, Hon. Kathleen Wynne, Minister of Transportation, Hon. Bob Chiarelli, Minister of Infrastructure, the Ontario Good Roads Association and to CAA South Central Ontario.

Resolution Number: 11

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Twelve

I. BY-LAWS

1. 21-11 Being a By-law to Appoint a Director of Public Works and a Road Superintendent for the Corporation of the Township of Wellington North

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 21-11 being a by-law to appoint a Director of Public Works and a Road Superintendent for the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed.

Resolution Number: 12

Carried

2. 22-11 Being a By-law to Temporarily Close a portion of Francis Street East between George Street and Charles Street, in the former Village of Arthur for the purpose of holding a Rubber Duck Race

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 22-11 being a by-law to temporarily close a portion of Francis Street East between George Street and Charles Street, in the former Village of Arthur for the purpose of holding a rubber duck race be read a First, Second and Third time and finally passed.

Resolution Number: 13

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Thirteen

I. **BY-LAWS** (continued)

3. 23-11 Being a By-law to Temporarily Close a portion of Frederick Street West between George Street and Edward Street, in the former Village of Arthur for the purpose of holding an Art In The Street Day.

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 23-11 being a by-law to temporarily close a portion of Frederick Street West between George Street and Edward Street, in the former Village of Arthur for the purpose of holding an Art In the Street Day be read a First, Second and Third time and finally passed.

Resolution Number: 14

Carried

4. 24-11 Being a By-law to Amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Division 1-4 WOSR, Lot 33, 8586 Hwy 6 – S & B Schill)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 24-11 being a by-law to amend Zoning By-law Number 66-01 being the zoning by-law for the Township of Wellington North be read a First, Second and Third time and finally passed (Division 1-4, WOSR, Lot 33, 8586 Hwy. 6, S. and B. Schill)

Resolution Number: 15

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Fourteen

I. **BY-LAWS** (continued)

5. 25-11 Being a By-law to Permit Fundraising Activities by a Charitable Organization on a Roadway under the Safe Streets Act, S.O. 1999 in the Township of Wellington North (Mount Forest Kin Club Spring Road Toll – Main Street, Mount Forest)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 25-11 being a by-law to permit fundraising activities by a charitable organization on a roadway under the Safe Streets Act, S.O. 1999, in the Township of Wellington North be read a First, Second and Third time and finally passed. (Mount Forest Kin Club Spring Road Toll – Main Street, Mount Forest)

Resolution Number: 16

Carried

J. **ITEMS FOR COUNCIL'S INFORMATION**

Cheque Distribution Report - dated March 31, 2011

Guelph Wellington Crime Stoppers

- Newsletter, The Informant – Spring 2011

Ministry of Infrastructure

- Update on the Government of Ontario's 10-Year Infrastructure Plan

Maitland Valley Conservation Authority

- Minutes, Board of Directors Meeting #1/11
- Minutes, Annual Meeting, Board of Directors Meeting #2/11
- Financial Statements for the year ended December 31, 2010

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Fifteen

K. ANNOUNCEMENTS

Mayor Tout and Councillor Yake congratulated Barry Trood on his appointment as Director of Public Works and Dale Clark on his appointment as Road Superintendent.

L. CULTURAL MOMENT

Mayor Tout presented a painting by Richard Bondy of Mount Forest and presented the following information provided by Mr. Bondy:

"When I read "Mount Forest The Way We Were" by William J. Edwards, I was instantly captivated by the humble beginnings of our town.

The immigrant settlers were very hard working and determined to make this village into a vibrant and successful community.

Most appropriately named "Mr. and Mrs. Centennial" were Luigi and Candida Bondi (not related to me). Their success as entrepreneurs and their long and faithful service to the community left a legacy that has won the hearts of many.

As I walk downtown, I see the century old buildings of yesteryear and can easily imagine how prosperous this town was, and I yearn for its return.

This is why I chose to create a painting that I believe captures this vitality. Not only does it portray a leading example of who we are as Canadians, it is a reflection of how our community came to be. I would like to see small businesses continue and prosper and I hope this painting is an inspiration.

Being in small business is very hard work and sacrifice, but most important is the will to believe.

My wife, Tamara, and I chose Mount Forest to reside in and to raise our two children, Alexander and Alannah. Mount Forest provides us with a strong and connected community and offers all the necessities young families desire. We are very fortunate to call Mount Forest our home."

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Sixteen

M. CLOSED MEETING SESSION

1. "Property" Matter pertaining to a Proposed Acquisition of Real Property for Municipal Purposes
2. "Personnel" Matter pertaining to Labour Relations

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT Council go into a meeting at 8:45 p.m. that is closed to the public under subsections 239 (2) (c) (d) of the Municipal Act, 2001

- to consider a matter pertaining to a proposed acquisition of real property for municipal purposes
- to consider a matter pertaining to labour relations

Resolution Number: 17

Carried

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 10:00 p.m.

Resolution Number: 18

Carried

N. CONFIRMING BY-LAW

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT By-law Number 26-11 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 April 4, 2011 be read a First, Second and Third time and finally passed.

Resolution Number: 19

Carried

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

REGULAR MEETING OF COUNCIL

Monday, April 4, 2011

Page Seventeen

O. ADJOURNMENT

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Regular Council meeting of April 4, 2011 be adjourned at 10:03 p.m.

Resolution Number: 20

Carried

C.A.O./CLERK

MAYOR



COUNTY OF WELLINGTON PLANNING AND DEVELOPMENT DEPARTMENT

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9
Phone: (519) 837-2600 Fax: (519) 823-1694

APPLICATION:	B53/11
LOCATION:	Part Lot 15, Concession 3 TOWNSHIP OF WELLINGTON NORTH (Arthur Twp)
APPLICANT/OWNER:	Schill-Land Holdings Inc.

SUPPLEMENTAL COMMENTS: This application was considered by Township Council at their April 4, 2011 meeting. At that time, Council requested that staff report back concerning two matters: (1) manure storage tank on retained lands; and (2) MDS compliance concerning the creation of a rural residential cluster.

Based on new information about a manure storage tank on the property we have added text (shown in bold) to the original conditions recommended in our comments of March 28, 2011:

- a) That the retained parcel is rezoned to prohibit residential use to the satisfaction of the local municipality and County of Wellington Planning and Development Department;
- b) That safe driveway access can be provided to the retained parcel to the satisfaction of the local municipality; and
- c) That the remains of the barn and **any manure storage facilities** on the severed parcel are removed to the satisfaction of the local municipality.

In all other respects, our March 28, 2011 comments remain unchanged.

Manure Storage Tank

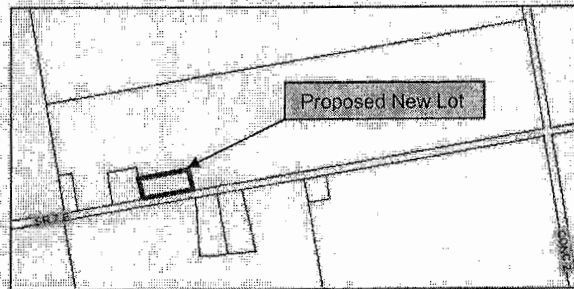
Staff was not aware of an existing manure storage tank on the severed parcel. It was not identified on the application form or the survey sketch. Any permanent manure storage facilities should be removed. We have revised proposed condition 'c' to include such a requirement.

Rural Residential Cluster

Township Council wishes to clarify whether this application would introduce an MDS constraint by creating a rural residential cluster. A rural residential cluster is defined in the MDS Implementation Guidelines as follows:

Four, or more, adjacent rural lots, generally one hectare or less in size, sharing a common contiguous boundary. Lots located directly across a road from one another shall be considered as having a common boundary.

This application would not create a rural residential cluster as the two lots on the north side of SR 7 E are not located directly across the road from the two lots on the south side of SR 7 E.



We have no MDS concerns with this application.

Sarah Wilhelm, MCIP, RPP, Planner
April 13, 2011

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B53/11

APPLICANT

Schill-Land Holdings Inc.
5105 Perth Line 91
R.R. #2
Palmerston ON N0G 2P0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Arthur Twp)
Part Lot 15
Concession 3

Proposal is to sever a lot 480' fr x 168' = 1.8 acres (Parcel b on sketch) existing and proposed rural residential use with existing house.

Retained irregular shaped parcel is 96 acres with 3520' frontage (Parcel A on sketch) existing and proposed agricultural use.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 008 06200 0000

Does this description reasonably describe the parcel holdings? YES (X) NO ()

If the answer is no, please provide new information: _____

Do you consider the proposal to conform to your Official Plan? YES () NO ()

What Section(s) does it conform to or contravene? (Please specify)

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES () NO ()

(Please Specify) not enough information on application to determine compliance

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES (X) NO ()

(Please Specify) Section 8 of Zoning By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES () NO () N/A () or Minor Variance YES () NO () N/A ()

Is proposal on an opened maintained year-round public road YES (X) NO ()

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify _____

Is the Proposed Lot(s) serviced now by the Municipal Water YES () NO (x)

Is the Retained Lot serviced now by Municipal Water YES () NO (x)

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES () NO (x)

Is the Retained Lot serviced now by Municipal Sewers YES () NO (x)

Is there a Capital Works Project underway to service these lots in the near future YES () NO ()

Approximate Time of Servicing Availability: _____

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

MUNICIPALITY COMMENTING FORM

FILE NO: B 53/11

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES (x) NO ()

Is there any further Information that may assist the Planning and Land Division Committee?
(A letter may be attached if there is insufficient space to explain)

There is not enough information provided on the application to determine compliance.

Is the Municipality in support of this application? YES () NO ()

What Conditions, if any, are requested by the Municipality if the Consent is granted?

-that the Owner satisfy the requirements of the local municipality in reference to parkland dedication

-must abide by the Township Entrance Policy

-that the remains of the barn on the severed parcel be removed to the satisfaction of the local municipality

Does the Municipality request a Notice of Decision? YES (X) NO ()

SIGNATURE: _____

TITLE: Deputy Clerk _____

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2EO _____

DATE: April 5, 2011 _____

County of Wellington Planning and Land Division Committee
Deborah Turchet, Secretary-Treasurer
Wellington County Administration Centre
74 Woolwich Street, Guelph ON N1H 3T9

March 11, 2011

NOTICE OF AN APPLICATION FOR CONSENT

Ontario Planning Act, Section 53(4)

The County of Wellington Planning and Land Division Committee requests your written comments on this application for consent.

APPLICATION SUBMITTED ON: March 2, 2011

FILE NO. B53/11

APPLICANT

Schill-Land Holdings Inc.
5105 Perth Line 91
RR#2
Palmerston ON N0G 2P0

LOCATION OF SUBJECT LANDS:

WELLINGTON NORTH (Arthur Twp)
Part Lot 15
Concession 3

Proposal is to sever a lot 480' fr x 168' = 1.8 acres (Parcel B on sketch) existing and proposed rural residential use with existing house.

Retained irregular shaped parcel is 96 acres with 3520' frontage (Parcel A on sketch) existing and proposed agricultural use.

**IF YOU WISH TO SUBMIT COMMENTS ON THIS APPLICATION,
WE MUST HAVE YOUR WRITTEN COMMENTS BEFORE**

April 20, 2011

Please note that if the Comments are not received by the requested date, the Planning and Land Division Committee may proceed to consider the application, and may assume that you have no objection to this APPLICATION for CONSENT.

Please also be advised that if a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent, then the Ontario Municipal Board may dismiss the appeal.

If you wish to be **NOTIFIED OF THE DATE AND TIME OF THE CONSIDERATION** of this application - **please make your request in writing** to the Planning and Land Division Committee before the "Comments Return Date" noted above.

If you wish to be **NOTIFIED OF THE DECISION** of the County of Wellington Planning and Land Division Committee in respect of this proposed consent, **you must make a request in writing** to the County of Wellington Planning and Land Division Committee. This will also entitle you to be advised of a possible Ontario Municipal Board Hearing. Even if you are the successful party, you should request a copy of the decision since the County of Wellington Planning and Land Division Committee's decision may be appealed to the Ontario Municipal Board by the applicant or another member of the Public

INFORMATION REGARDING THE APPLICATION is available to the public during regular business hours, Monday to Friday at the County of Wellington Planning and Land Division Office- 74 Woolwich St. Guelph ON N1H 3T9. Phone: (519) 837-2600 x2170 Fax: (519) 837-3875

MAILED TO:

Local Municipality – Wellington North County Planning County Treasury Department

Conservation Authority - GRCA

Bell Canada County Clerk Roads

Neighbour - as per list verified by local municipality and filed by applicant with this application

SKETCH FOR LAND SEVERANCE APPLICATION

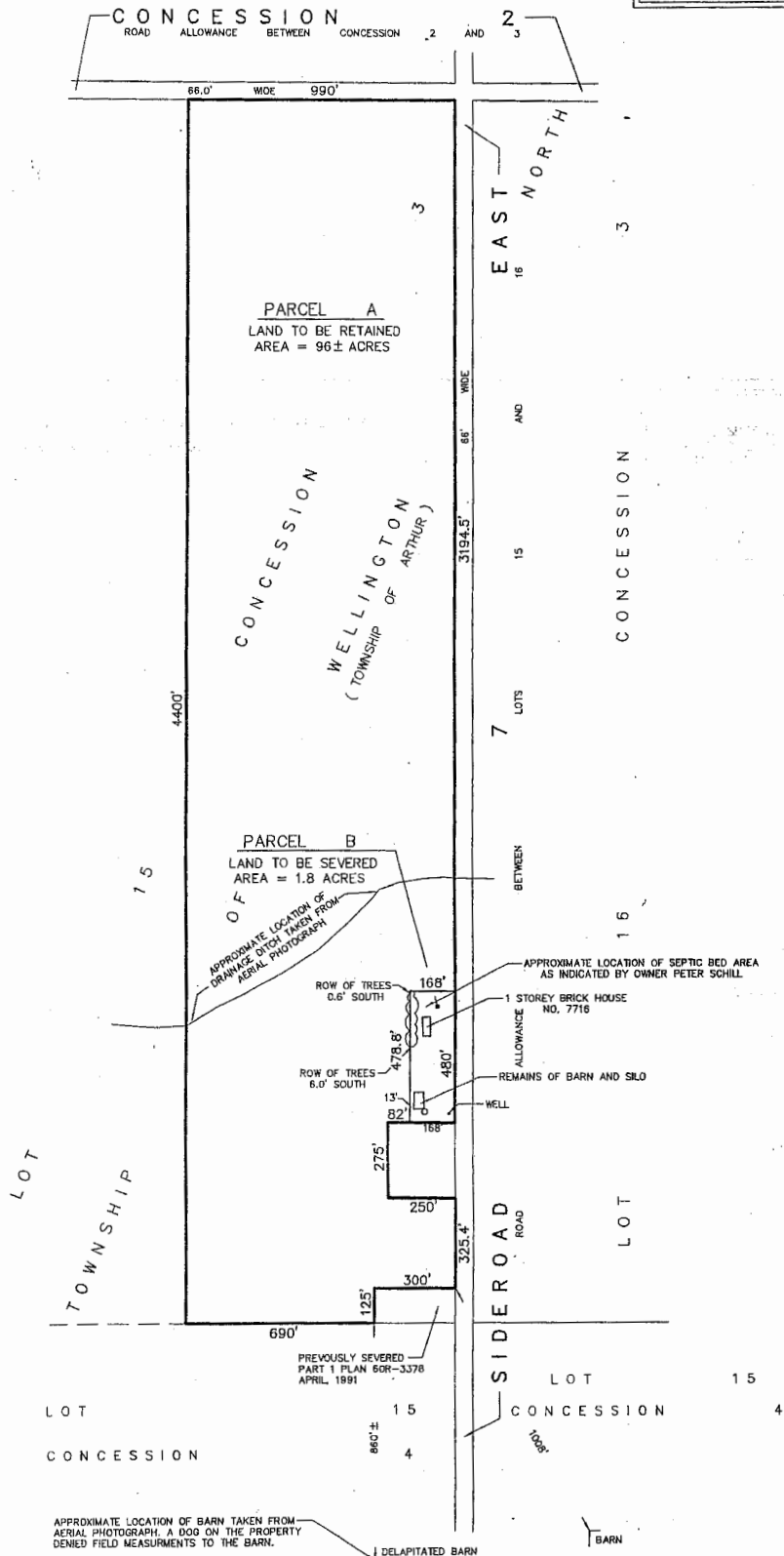
PREPARED FOR SCHILL-LAND HOLDINGS INC.

SCALE 1" = 400'

CAUTION
THIS SKETCH IS NOT A PLAN OF SURVEY
AND SHALL NOT BE USED FOR
TRANSACTION OR MORTGAGE PURPOSES.

NOTE
THIS SKETCH IS PREPARED FROM COMPILED
AND CALCULATED INFORMATION, THE PROPERTY
LIMITS SHOWN HAVE NOT BEEN SURVEYED.

DISTANCES SHOWN ON
THIS PLAN ARE IN FEET
AND CAN BE CONVERTED
TO METRES BY MULTIPLYING
BY 0.3048



WAYNE D. TURPEL SURVEYING LIMITED

March 1, 2011

SKETCH NO. 10-4123 (ACAD)



COUNTY OF WELLINGTON PLANNING AND DEVELOPMENT DEPARTMENT

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9
Phone: (519) 837-2600 Fax: (519) 823-1694

APPLICATION:	B53/11
LOCATION:	Part Lot 15, Concession 3 TOWNSHIP OF WELLINGTON NORTH (Arthur Twp)
APPLICANT/OWNER:	Schill-Land Holdings Inc.

PLANNING OPINION: This proposal would sever a 0.7 ha (1.8 ac) parcel with a residential dwelling in a Prime Agricultural area. A 38.8 ha (96 ac) vacant agricultural parcel would be retained.

This application to sever a surplus farm dwelling is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns, provided that the following matters are addressed as conditions of approval:

- a) That the retained parcel is rezoned to prohibit residential use to the satisfaction of the local municipality and County of Wellington Planning and Development Department;
- b) That safe driveway access can be provided to the retained parcel to the satisfaction of the local municipality; and
- c) That the remains of the barn on the severed parcel are removed to the satisfaction of the local municipality.

PROVINCIAL POLICY STATEMENT (PPS): The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c). According to this policy, lot creation in prime agricultural areas may be permitted for a residence surplus to a farming operation as a result of farm consolidation, provided that there is a restriction against new residential dwellings on any vacant farmland parcel created by severance. Farm consolidation is defined as the acquisition of additional farm parcels to be operated as one farm operation.

Minimum Distance Separation 1 (MDS1) is not applicable to surrounding livestock facilities. Under item 8 of the Implementation Guidelines, MDS1 is not applied to a proposed lot with an existing dwelling when that dwelling is already located on a parcel of land separate from the subject livestock facility. In this case MDS1 would only apply to any livestock facilities on the retained lands. As there are none, we have no MDS1 concerns with this application.

WELLINGTON COUNTY OFFICIAL PLAN: The subject lands are designated PRIME AGRICULTURAL and CORE GREENLANDS. The Core Greenlands designation is to the east of the severed parcel.

According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

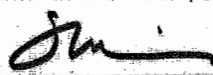
The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum."

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), d) and e), and that item f) can be addressed as a condition of approval. In terms of the overall farm operation, the Schill farm operation includes 202.3 ha (500 ac) in addition to the subject property and they rent approximately 243 to 283 ha (600 to 700 ac).

The matters under Section 10.1.3 were also considered, including d) "that all lots will have safe driveway access..." The severed parcel has an existing driveway entrance and we observed two field entrances serving the retained parcel at the time of our site visit. Comments of the Township should be considered in terms of the adequacy of the existing entrances.

LOCAL ZONING BY-LAW: The subject lands are zoned Agricultural (A) and Natural Environment (NE). Both lots would meet the applicable lot area and frontage requirements. The retained parcel would need to be rezoned to prohibit residential use.

SITE VISIT INFORMATION: The subject property was visited and photographed on March 22, 2011. Notice Cards were not posted. The survey sketch appears to meet the application requirements.


Sarah Wilhelm, MCIP, RPP, Planner
March 28, 2011

DRAFT Terms of Reference

Wellington County Active Transportation Committee

Background

Active Transportation refers to human powered (i.e., non-motorized) modes of transportation. It relies on the use of human energy - with or without some form of wheels or travel support. It is any trip made for the purposes of getting to a particular destination (to work, to school, to the store or to visit friends). Active transportation modes include walking, running, cycling, in-line skating, skateboarding, non-motorized wheel chairing, skating, skiing, and canoeing/kayaking. Walking and cycling are the most common forms.

Increasing the number of trips made by Wellington County residents through non-motorized means has the potential to improve many aspects of residents' lives while at the same time achieving cost efficiencies for both the government and individuals. Existing domestic and international studies inform us that active transportation brings benefits to the transportation system, the environment, health, the social sphere and the economy.

In 2010, a series of workshops were held in each municipality throughout Wellington County. These workshops were offered by the 8 - 80 Cities organization and the findings are to be incorporated into the Active Transportation Plan. 8 - 80 Cities is a Canadian based non-profit organization with an international outlook. Their goal is to contribute to the creation of vibrant and healthy communities, where residents live happier and enjoy great public places. They promote walking and bicycling as activities and urban parks, trails and other public spaces as great places for all.

Introduction

The Active Transportation Committee will be initiated in April 2011. It reports to Wellington County Council as well as the seven local municipalities (Towns of Erin and Minto, Townships of Centre Wellington, Puslinch, Guelph/Eramosa, Mapleton and Wellington North) and Wellington-Dufferin-Guelph Public Health. The City of Guelph is collaborating on active transportation with the Wellington County municipalities.

Goals

- Establish a sustainable multi-modal transportation system that reduces reliance upon any single mode and promotes walking and cycling for both leisure and commuting;
- Develop a County-wide active transportation system that is both on and off road; and
- To increase safety standards, to encourage more residents to walk or cycle.

Committee Membership

The committee shall consist of the following members:

- 1 representative from each local municipality in Wellington County (staff/elected official)
- 1 representative from Wellington-Dufferin-Guelph *in motion*
- 1 representative from Wellington-Dufferin-Guelph Public Health
- 1 representative from the Ontario Ministry of Transportation
- 1 representative from Wellington County (staff/elected official)
- 1 representative from the Wellington County Roads Superintendents

Committee Responsibilities

- To oversee the preparation of an active transportation study, including developing a terms of reference and engaging a consultant within budget;
- To involve the public in the study process; and
- To make minor changes to the committee terms of reference as needed.

Meetings

The meetings will be held monthly, as needed with an anticipated end date of May 2012.

Records of Meetings

Wellington-Dufferin-Guelph Public Health will provide administrative support for the committee. The minutes of each meeting will be kept by a recording secretary who will distribute them to the members as soon after the meeting as possible.

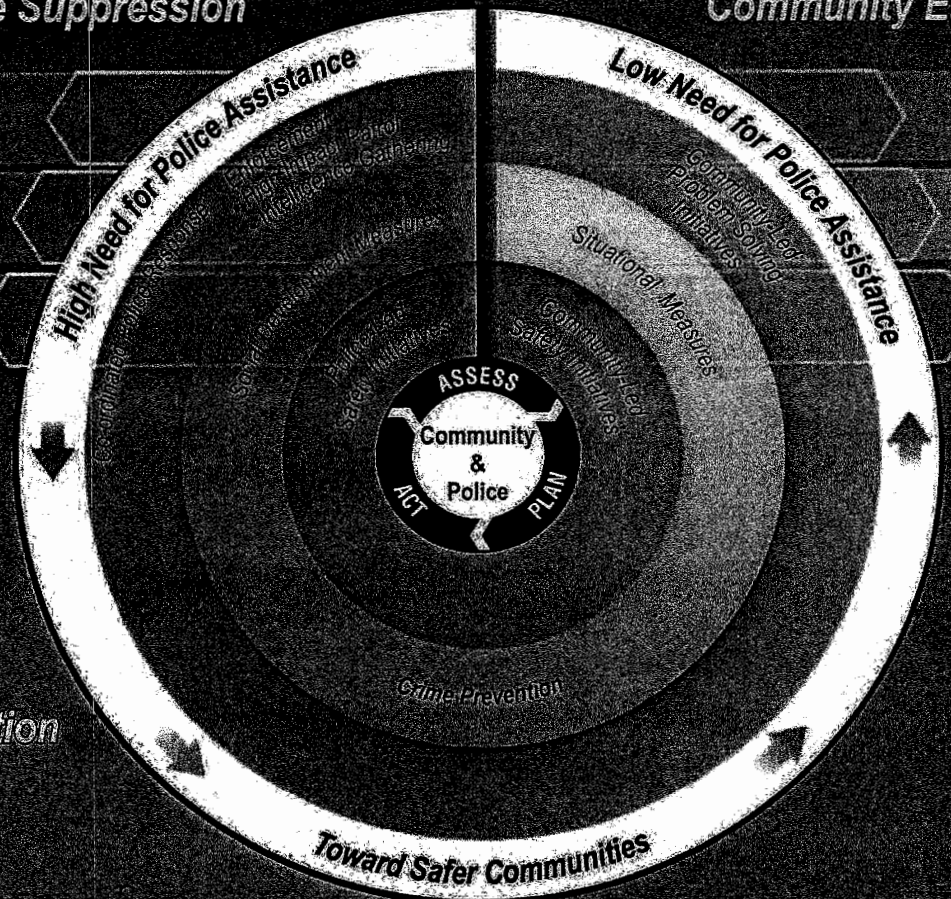
Ontario's Mobilization & Engagement Model of Community Policing

Enforcement & Crime Suppression

Community Engagement & Liaison

Community Mobilization

Community Engagement



Enforcement is an integral component of community policing where there are areas of non-compliance with the law.

Crime prevention through deterrence and addressing the problem of crime through all means including education and awareness.

In the enforcement phase, police officers are not only enforcing the law but also building relationships with the community through the use of their discretion.

Communities which have the greatest capacity to resolve issues that threaten their safety, security and wellbeing, require the least police assistance.

Situational Crime Prevention Measures focus on specific forms of crime - like double-cylinder, dual bolt locks that prevent some forms of break and enter.

Police may have to find the natural community leaders and engage them to help community members increase their own safety, security and wellbeing.

Community Mobilization & Crime Prevention

Community Safety & Consultation

COMMUNITY MOBILIZATION
Actions and initiatives that police officers take to motivate and support neighbours to deal more effectively with the root causes of crime and insecurity in their neighbourhoods.

COMMUNITY
Community includes every individual or organization that is affected by any real or anticipated threat to peace, safety, security and wellbeing.

COMMUNITY ENGAGEMENT
Community policing is a process by which police and other community members work together to improve community wellbeing, safety and security through the use of identification, analysis, a system of evaluation.

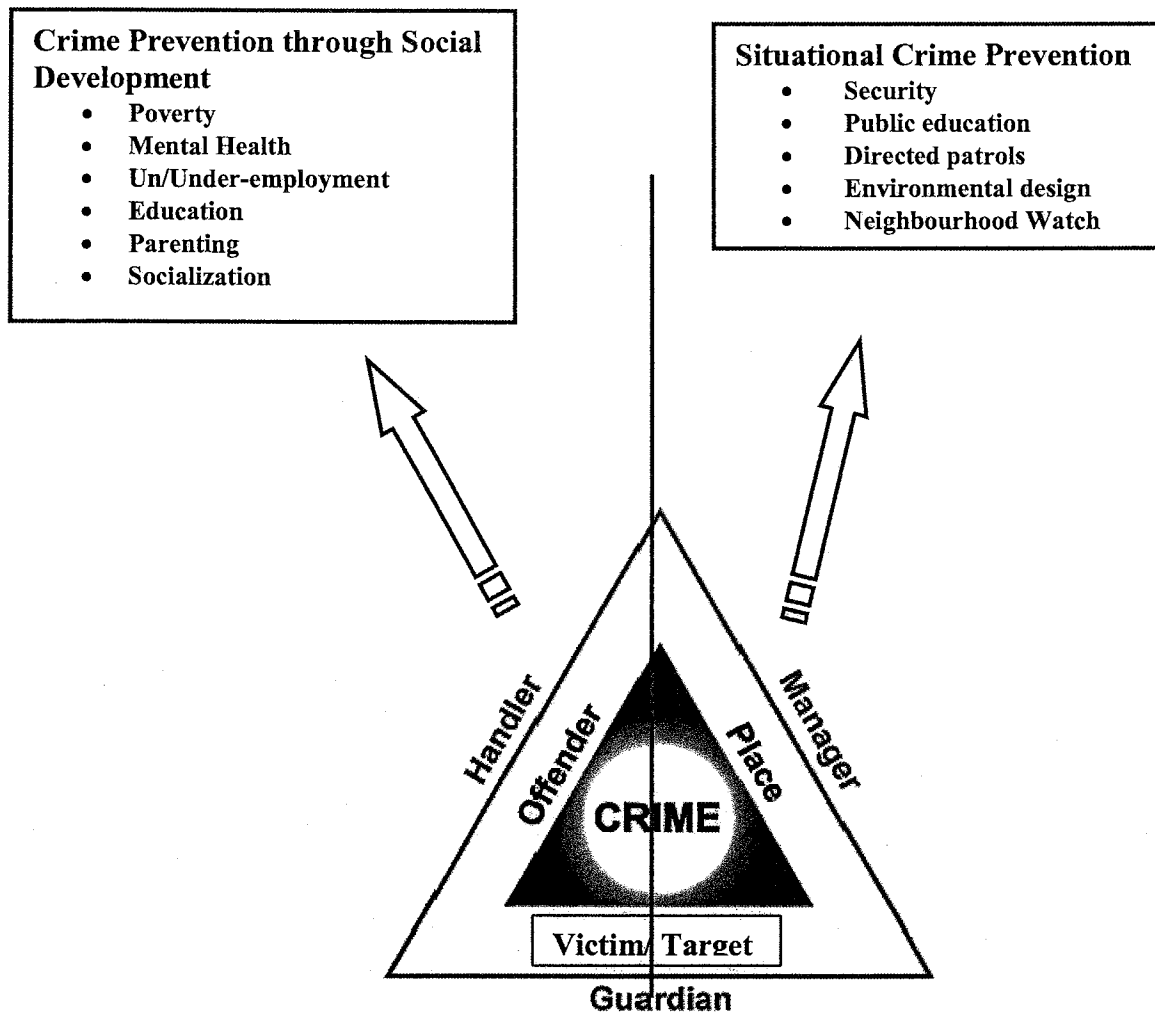
COMMUNITY ENGAGEMENT
Police actions that encourage participation of citizens and other citizens in the case of their own and others' safety, security and wellbeing.



Wellington North Crime Statistics 2010

	Wellington County		Wellington North			Arthur		Mount Forest	
	2010	3-Year Average	2010	3-Year Average	% of 2010 County	2010	3-Year Average	2010	3-Year Average
Calls	23,299	23,230	3,283	3,372	14%	745	523	1725	1868
Violence	477	526	117	116	24%	25	27	79	78
Assault	204	234	49	51	24%	8	13	37	34
Sexual Assault	43	46	11	11	26%	2	3	8	7
Robbery	11	7	2	2	18%	1	1	1	1
Property	2,191	2295	1330	443	19%	90	93	231	263
B&E	327	342	69	71	21%	13	18	26	33
Mischief	609	625	107	119	18%	28	29	66	73
Theft <	574	600	126	126	22%	17	13	82	86
Theft from MV	256	304	44	48	17%	17	13	22	32
Domestics	327	294	66	50	20%	12	11	40	35
Resulting in charges	114	115	20	19	18%	6	8	10	9
Impaired Driving	156	185	21	26	13%	12	11	5	8

Crime Prevention



March 1, 2011

To: Councils of the Town Of Erin and Minto, Townships of Centre Wellington, Guelph/Eramosa, Mapleton, Puslinch and Wellington North

RE: COUNTY OF WELLINGTON ACCIDENT SCENE SOLICITATION BY-LAW

Please be advised that the following motion was approved at the February 9, 2011 Police Services Board Committee meeting.

“That the Board approve the Accident Scene Solicitation By-law and that it be forwarded to the member municipalities for adoption.”

The by-law is attached for your Council’s review and consideration. Inspector Scott Smith would also be happy to assist with any questions that your Council may have on this matter. Please feel free to contact him at the following email address r.scott.smith@ontario.ca or at (519) 343-5770.

Sincerely,

Jennifer Adams
Deputy Clerk

c. Scott Smith, Detachment Commander

Sent via email



**The County of Wellington Police Services Board
Report of the Detachment Commander
09 February 2010**

Accident Scene Solicitation Bylaw

SYNOPSIS

Tow services are requested by the police for a variety of matters including: seized vehicles for traffic or criminal related offences; for removal of damaged vehicles as a result of a collision; and on behalf of the owner/driver for mechanical failure. While the tow industry is unregulated, the Wellington County OPP Detachment has a very good relationship with the tow companies owned and operated in Wellington County. The detachment has found the services provided to be professional, reasonable and timely. The same cannot always be said for companies from outside the County that scan police calls and attend scenes uninvited.

FINANCIAL IMPLICATIONS

N/A

BACKGROUND

- Uninvited Tow truck operators are arriving at the scene of a motor vehicle collision after a tow truck was requested by the police. These tow operators are then soliciting the driver of the involved vehicle(s) often offering cut rate prices.
- The driver accepting the offer is at the mercy of the operator for sudden increases in fees and location where the vehicle is towed;
- If the driver accepts the offer of the at scene tow operator, there is nothing the police can do about it except try to cancel the dispatched tow company.
- Cancellation is rarely successful and results in lost revenue and increased expenses to the dispatched tow company.
- The only tow operators engaging in this practice in the County are from outside of Wellington County.
- On a provincial level, issues with tow trucks arriving at the scene of motor vehicle collisions and soliciting the tow resulted in the Provincial Legislature amending the Highway Traffic Act of Ontario.
- Section 172 now defines what a tow operator can do on a King's highway in Ontario as it relates to accident scenes and what the limits are.

ISSUES

- The practices of some tow operators are having a detrimental impact on the financial stability of the tow operators in Wellington County.
- Some jurisdictions have licensing bylaws but this is not recommended in Wellington County by either the Police or the local tow operators.
- Control of the situation is required to ensure safe and secure accident scenes; to protect motorists from unprincipled tow operators; and to honour the verbal contract between the motorist and the dispatched tow service.
- The attached bylaw has been reviewed by the County Solicitor and found to be acceptable;
- The attached bylaw is consistent with Section 172 of the Ontario Highway Traffic Act.

CONCLUSION

The Wellington County OPP detachment has consulted with the Wellington County Tow group and the Tow Group has made advised the PSB that they support such a bylaw.

RECOMMENDATION

That the Board approve the Accident Scene Solicitation By-law and that it be forwarded to the member municipalities for adoption.

Scott Smith
Inspector, Detachment Commander
Wellington County OPP

**CORPORATION OF THE COUNTY OF WELLINGTON
BY-LAW _____**

**A BY-LAW TO PROHIBIT ACCIDENT SCENE SOLICITATION
WITHIN THE COUNTY OF WELLINGTON**

WHEREAS Section 27 of the *Municipal Act, 2001*, S.O. 2001, c-25, as amended from time to time, authorizes a municipality to pass by-laws in respect of highways within that municipality's jurisdiction;

AND WHEREAS Council deems it in the public interest, specifically in consideration of health and safety of the inhabitants of the municipality and as well concerns regarding consumer protection, to protect persons involved in or apparently involved in motor vehicle accidents on public property and/or on highways within the jurisdiction of the municipality and to ensure that highways are kept free of obstructions and impedances at accident scenes for emergency vehicles and emergency personnel;

NOW THEREFORE the Council of the Corporation of the County of Wellington hereby enacts as follows:

1. DEFINITIONS: In this by-law:

- a. "Council" means the Council of the Corporation of the County of Wellington.
- b. "Emergency Personnel" means the operator, driver, attendant, or personnel of an emergency vehicle.
- c. "Emergency Vehicle" means an Ambulance, Fire Department vehicle, Police Department vehicle, Public Emergency vehicle, or a Ministry of Transportation vehicle operated by an officer appointed to carry out the *Highway Traffic Act* R.S.O. 1990, c. H-8, or the *Public Vehicles Act*, R.S.O. 1990, c. P-54, while the officer is in the course of his or her employment.
- d. "Firefighter" means a firefighter as defined in Section 1 (1) of the *Fire Protection and Prevention Act*, 1997, S. O. 1997 c. 4.
- e. "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- f. "Officer" means a police officer, a municipal law enforcement officer, a *Firefighter*, or an officer appointed for the carrying out of the provisions

of the *Highway Traffic Act of Ontario*, or the *Public Vehicles Act*, or the provisions of this by-law.

- g. "Police Officer" means any Police Officer in the Province of Ontario as defined in Section 2 of the *Police Services Act of Ontario*, R.S.O. 1990, c. P-15.
- h. "Motor Vehicle" means a motor vehicle as defined in Section 1 (1) of the *Highway Traffic Act of Ontario*.
- i. "The Municipality" means the geographic area whose inhabitants comprise the County of Wellington.
- j. "Tow-Truck" means a motor vehicle which is designed, modified, or used for pulling, towing, carrying, or lifting of other motor vehicles be they damaged, disabled, abandoned, or otherwise, with or without the assistance or use of lifts, winches, dollies, trailers, or any like equipment.
- k. "Tow-Truck Services" means the provision or use of a tow-truck including the assistance of the owner, operator, driver, or any passenger through the use of any equipment on or used in conjunction with the tow-truck for the pulling, towing, carrying, or lifting of a motor vehicle at any place within *The Municipality*.

2. PROHIBITIONS:

- 2.1 No person shall solicit, make, or convey an offer of services of a *Tow-Truck* while that person is within 200 meters of,
 - 1. the scene of an accident or apparent accident; or
 - 2. a vehicle involved in an accidenton any *Highway*.
- Idem
- 2.2 No person shall park or stop or stand a *Tow-Truck* on any *Highway* within 200 meters of:
 - 1. the scene of an accident or apparent accident; or
 - 2. a vehicle involved in an accident
- if there is a sufficient number of tow trucks already at the scene to deal with all vehicles that apparently require the services of a tow truck.
- 2.3 Sections 2.1 and 2.2 do not apply to a person who is at the scene of an accident at the direction of a *Police Officer*, a *Firefighter*, a person engaged in the carrying out of the provisions of the *Highway Traffic Act of*

Ontario, a person engaged in *Highway* maintenance or a person involved in the accident.

- 2.4 Any person operating any *Tow-Truck* or other *Motor Vehicle* parked, stopped or standing within 200 meters of the scene of an accident or apparent accident or a vehicle involved in an accident shall, immediately on the direction of any *Officer*, move their *Tow-Truck* or *Motor Vehicle* to a location more than 200 meters from the accident or apparent accident or vehicle involved in an accident or to any other location as directed by the *Officer*.

3. OFFENCES:

- 3.1 Every person who contravenes Section 2.1 or 2.2 of this by-law is guilty of an offence and on conviction is liable to a penalty not to exceed \$5,000.00 pursuant to Section 61 of the *Provincial Offences Act* R.S.O. 1990, c. P-33, as amended from time to time.
- 3.2 Every person who, within 24 months of being convicted of an offence under Section 3.1 commits a second offence under either Section 2.1 or 2.2 of this by-law is guilty of a subsequent offence and is liable to a minimum penalty of \$2,000.00 but not to exceed \$5,000.00, pursuant to Section 61 of the *Provincial Offences Act* R.S.O. 1990, c. P-33, as amended from time to time.
- 3.3 Every person who, within 24 months of being convicted of an offence under Section 3.2 commits a third or any further offence under this by-law is liable to a minimum penalty of \$5,000.00 pursuant to Section 61 of the *Provincial Offences Act* R.S.O. 1990, c. P-33, as amended from time to time.
- 3.4 Every person who fails to move a *Tow-Truck* or other *Motor Vehicle* immediately upon being directed by an *Officer* pursuant to Section 2.4 of this by-law shall be deemed to be obstructing that *Officer* from exercising a power or performing a duty under this by-law and is thereby guilty of an offence and upon conviction is liable to a penalty not to exceed \$5,000.00 pursuant to Section 61 of the *Provincial Offences Act* R.S.O. 1990, c. P-33, as amended from time to time.
- 3.5 Every person who in any manner hinders or obstructs, or attempts to hinder or obstruct, any person exercising a power or performing a duty under this by-law is guilty of an offence and on conviction is liable to a penalty not to exceed \$5,000.00 pursuant to Section 61 of the *Provincial Offences Act* R.S.O. 1990, c. P-33, as amended from time to time.

4. POWERS TO SEIZE AND REMOVE VEHICLES:

- 4.1 A *Police Officer*, a municipal law enforcement officer, or an *Officer* appointed for the carrying out of the provisions of this by-law, upon discovery of any *Tow-Truck* or other *Motor Vehicle* parked, stopped or standing in contravention of this by-law, may cause it to be moved, taken to and placed or stored in a suitable place pursuant to subsection 170 (15) of the *Highway Traffic Act of Ontario* and all costs and charges for removing, care and storage thereof, if any, are a lien upon the vehicle, which may be enforced in the manner provided by the *Repair and Storage Liens Act* R.S.O. 1990 c. R-25.

5. SEVERABILITY

- 5.1 Should a Court of competent jurisdiction declare that any part or the whole of any provision of this by-law is invalid, of no force and effect, or ultra vires the power of Council to enact, such provision or parts thereof shall be deemed to be severable and all other provisions or parts thereof of this by-law shall be deemed to be separate and independent therefrom and continue in full force and effect and it is the intention of Council that the remainder of this by-law survive and be applied and enforced in accordance with its terms to the fullest extent possible under the law.

6. SHORT-TITLE:

- 6.1 This by-law may be referred to as the County of Wellington "Accident Scene Solicitation By-Law".

7. COMING INTO FORCE:

- 7.1 This by-law shall come into force immediately upon being enacted by Council.

READ a FIRST, SECOND and THIRD TIME and passed this day of , 2011

WARDEN

CLERK

April 7 2011

Re: Accident Scene Solicitation Bylaw

Dear Mayor Tout and Councillors:

I am writing this letter in support of the Accident Scene Solicitation Bylaw that is being put forward by the Wellington OPP. Since I have had a personal experience with the very situation this bylaw intends to prevent, I would urge your council to pass it.

I was involved in a motor vehicle collision several years ago. There were two other vehicles involved and there were many people injured. Within minutes, there were several tow trucks on scene. None of the drivers offered assistance to the victims even though they had arrived before any emergency personnel. They simply stood on the roadside looking like hawks ready to dive in on their prey.

My injuries necessitated my transportation to hospital by ambulance. A police officer investigating the accident asked where I wanted my car towed. I specifically named a local garage about five minutes from my home. While I was in hospital, my husband went to retrieve personal belongings from our car. He was shocked and dismayed to find our automobile was not at the local garage. It took three days and hours of phone calls to finally locate the car at a tow yard north of Toronto.

Obviously, some unscrupulous non-local tow truck driver had managed to commandeer my vehicle against the instructions of the police and myself. My husband had to make the long trek to Concord to retrieve belongings which included confidential papers and my infant daughter's car seat. This situation added incredible stress to a situation which already included me being injured, my husband trying to care for me and two toddlers and unable to take our youngest daughter anywhere—even to a caregivers--because we had no car seat and therefore no safe way to transport her.

It is my strong belief that the Accident Scene Solicitation Bylaw being proposed by Wellington OPP will give officers at accidents scenes the power to control the towing practices in the best interest of the accident victims.

Please feel free to contact me if you wish to discuss this matter further.

Sincerely,

Susan Fielding
Councillor, Township of Puslinch
sfielding@twp.puslinch.on.ca
905-659-1050

cc. Inspector R. Scott Smith

From: R Loveless [mailto:rloveless@sympatico.ca]
Sent: Thursday, March 17, 2011 10:35 AM
To: Lori Heinbuch
Subject: FW: Delegation Roy Loveless

Re: April 18th meeting Wellington North

I wish to address your council on the matter of the proposed Accident Scene Solicitation By-law that has been brought forth by Wellington County Council.

Topic's

Human safety & Traffic Safety

- = Whether or not the police want to admit to it the Tow truck and its operator are valuable components to any accident scene.
- = Tow trucks often relay information to communications about the situation when the police or other emergency personal are not on scene, often informing of whether or not certain services are required or thus saving costly resources for more urgent times.
- = Tow trucks provide shelter and heat at accidents in the case of a car/truck that is inoperable. (in Wellington this is a big concern = snow)
- = Sound advice on what the next step is in the process of being in an accident.
- = Tow trucks help people in often un-calming situations such as
 - (1) arrange rental cars
 - (2) arrange repairs
 - (3) help with insurance claims
 - (4) Give rides home etc.And the list goes on.

Wellington Tow Group

- = Doesn't allow independent tow operators to flourish and expand on the basis of "Just Towing"
- = This by-law will allow Monopolizing on the trade by those in the group
- = Smaller Shops in the county without tow trucks of their own depend on "just Towing" operators to bring their business to them without the mistrust of that company talking the customer into taking it to their shop or offering cut rates for that business

Note: In 2006 The Wellington Tow association was sued by a local tow Operator. That year the Wellington Tow association went out of business.

In 2010 the wellington Tow group (some of the same company's) is being sued again, this time on a much greater scale for unfairness. The Tow Group seems to be in a lot of trouble for their actions. Why would any tow Operator want to be associated with these antics.

I have lots to say on this matter but just want to talk about the facts about what outcome this by-law and what it means to the future towers of Wellington County.

Thank you
Roy Loveless
519 835 0382

To Whom It Might Concern:

My name is Roy loveless and I live in Fergus Ontario, located within Wellington County.

I (along with others) wish to complain about something that is going on in our County. I am an up and coming independent tow truck operator here in Fergus. I have been in the towing industry for many years, working for others. When I moved to Fergus I had strict intentions of starting my own tow company, and running it the same as I have been doing for others.

Within the past two or three months I have been following closely what has been going on with the tow operators here in town along with the County. The complaint is: A group of towers (approx 12-15) have gotten together under the direction of our detachment commander (Scott Smith) to form the group Wellington County Tow Group (WCTG). In 2006 there was also the Wellington County Towing Association (WCTA). This association was formed by the standing members that currently run the new WCTG. Sometime in 2006 this group was sued by a local tow truck operator who did not want to belong to the group. He just wanted to be left alone to run his business his own way. However, due to the monopoly the group has over the trade, it made it impossible to succeed. The association was dismantled and the towers went back to a rotational tow system with the Ontario Provincial Police (OPP).

Today the WCTG is under another lawsuit by another tow operator for the same reasons. The WCTG gets to decide who and where the tows go, only if you are part of the group. There is also a member within the group that was pulled from his share of calls because he refused to adhere to their demands. The County Police, on behalf of the detachment commander, (Scott Smith) upheld their decision to remove him. This member had to get a lawyer to send a letter stating that if the group didn't give him the calls that he was entitled to he would sue. The WCTG is hiding behind the law to conquer and control the trade. That's just a little bit about the group and the driving force behind them.

What's happening right now is the OPP (Scott Smith) has put forth to County Council a by-law that COMPLETELY STOPS tow trucks from stopping at the scene of an accident to offer assistance or help in the time of need. They have adopted the words from the Highway Traffic Act but left out the Idem section that the province changed (within the last few years) to control the amount of tow trucks that attend the scene of an accident. Scott Smith claims that he has put this by-law forth to stop complaints from tow operators and the public, about unruly tow truck operators coming in from out of County and taking the work away from in County operators. This may be true however, all the evidence and all his actions point to him working on behalf of the WCTG for the betterment of their business. How is this right? This by-law has been passed down to our lower municipalities to be passed and now it becomes a time issue. The WCTG is getting what they want by using the police and by-laws to monopolize the trade and something has to be done to stop it.

Some of the Group members are afraid to speak out because of the loss of income they endure every time they do. I had some support from one group member that did speak up, but then was later offered a deal that would put him back in there good graces and keep him quiet.

I could continue to go on but I think at this point, it was more important for somebody (you) to hear just an outline of what's going here in Wellington County. I do have a folder of information that proves a lot of my concerns and points the finger at what is going on here. Please find this reason enough to find grounds to investigate this matter. My working future in this County depends on it. My phone number is below and can be contacted any time to speak about this as it has become my number one priority in life.

Roy Loveless Fergus Ontario 1-519-835-0382

Honorable Mayor and Members of Council;

It has come to our attention that the OPP Detachment Commander in Wellington County has spearheaded a recommendation to make towing and recovery work at accident scenes in Wellington County exclusive to a group of Wellington County towers.

According to the local news story on 101.7 The One, the problem is that OPP are calling tow trucks, but towers from outside the county are taking the work away somehow, right under the very noses of the OPP, and leaving them in the awkward position of having to explain to their chosen tower; where the money went, and how that could happen. The situation does seem to lack authority, but why?

On whose authority was the offended tow truck called?

Was it lawful, and if so, why does that authority then not hold up to see that towers get paid?

Clearly there is far more to the matter of rights and responsibilities in these situations, and who they should or should not rest with than have been presented to date.

The Detachment Commander's April 2010 report and recommendation to The Wellington County Police Services Board also clearly states the problem as; outsiders taking work away from Wellington County towers thereby causing them undue financial hardship, and also subsequently eludes that these outsiders are preying upon the public, but we believe the latter is something that remains unsubstantiated and is more of conjecture and anecdote.

While it may be clear that problems exist between the OPP and certain towers over the way they conduct business, and some having made expressions of a mutual desire for exclusivity, the Ontario Federation of Independent Towers does not believe that these problems and desires are just cause for new legislation because they chiefly serve interests other than the public's.

On that note, there appears to be a lack of background provided by the County and/or OPP with regards to public complaints and the Detachment Commander's management of those complaints under the Complaints Management System to date. Was any such background provided for your consideration?

If so, were there any public complaints in your jurisdiction?

While towers provide the essential 4th component to any emergency response at accidents, unlike the other 3 responding agencies, the towing industry is entirely within the realm of the private sector therefore competition is a driving and determining factor in how we best serve the public. Respect for the competitive process is paramount and it has been proven that exclusivity and monopolies detract severely from that. Governments have gone to great lengths to deregulate in support of this very principle. Deregulation of the trucking, telecom and energy industries and the disappearance of municipal cartage licenses are all good examples of this, as well as reciprocal license/enforcement agreements between government jurisdictions.

As such, it is the position of the Ontario Federation of Independent Towers that; to impose your municipal boundary as a barrier to trade in the towing industry in the manner proposed would do a disservice to the competitive process and thereby to the public, and we would ask that you not support this motion on these grounds.

The problem that the Detachment Commander appears to be facing with regards to tow trucks is not a new one. In fact; in 2004/2005 the OPP conducted an extensive review of their Police Orders on how their members are to deal with towing services. The issue of exclusivity, more specifically the sanctioning of associations or tow rotations as exclusive by OPP Detachments was reviewed and expressly forbidden by the OPP.

There were several complaints made by towers to The Competition Bureau at Industry Canada; and their subsequent investigation and recommendations resulted in the restrictions that forbid exclusivity, and the definition of first responding towers found in the Police Orders.

In the absence of a bona fide public concern, the passing of this bylaw would simply allow the Detachment Commander to slip the bonds of those restrictions and exercise his and the Wellington County Tow Group's stated preference for an invitation only system.

In the Detachment Commander's recommendations there is also reference made to Section 171 of The Ontario Highway Traffic Act as a proven model for the proposed bylaw; but it is important to note that the spirit of Section 171 of the HTA and the "Accident Scene Solicitation Bylaw" as presented, are fundamentally different because the Ontario Highway Traffic Act makes absolutely no provision for exclusivity, but it appears as the main theme in the stated cause of those who presented and recommended the bylaw in the report .

The provision for exclusivity in your bylaw is arrived at by way of an omission, as are many unsuspecting pitfalls in life. While your bylaw is, at first glance, a straightforward adoption of the wording of HTA 171, a closer look at section 2.2 of the bylaw and Section 171(2) of the HTA will reveal the omission that effectively creates the desired exclusivity.

For reasons of public safety and well being, the legislators who deliberated over Section 171 of the HTA thought it prudent to limit the number of tow trucks parked at an accident scene to required numbers, rather than outlaw them altogether in favor of an exclusive invitation only system as the Detachment Commander has suggested.

Jurisprudence should dictate that as legislators you uphold the true spirit of this law and that if there is a bona fide public concern about solicitations at accident scenes, that you address that and adopt the wording of HTA 171 in its entirety in order to best serve the public interest, but if not, that you then dismiss this motion entirely.

In closing I wish to add that we have been contacted by Mr. Roy Loveless, a fellow tower, and a resident of Wellington County with regards to this matter. He has expressed his concerns and those of other towers in Wellington County who do not subscribe to the ideology behind this bylaw, and we offer this

letter in support of his delegation, and as well as to communicate with you on your legislative process in order to help ensure a vibrant and healthy towing industry exists to serve you for years to come.

To that end we ask that any bylaw you undertake should clearly address and reflect all the factors related to the value of the towing industry in your society, and be developed under Part IV of the Municipal Act where provisions for reciprocal agreements exist, rather than with a focus as narrow as has been suggested here.

Please do not hesitate to contact us if we can be of any assistance.

Sincerely,

Steve Rainey

(President)

Ontario Federation of Independent Towing

- a stolen foreign vehicle is recovered; or
- a foreign vehicle is used in the commission of an offence.

Release

Form LE135a—Property Report is not required where circumstances permit the release of a foreign vehicle.

2.37.16: TOWING SERVICES

Operator/Owner Responsibility Selection of towing services shall generally be the responsibility of the vehicle operator/owner/responsible representative at the scene.

Exceptions—Expediency/Safety In all cases, a member has the discretion of placing calls directly to the closest available/appropriate towing service where it is the belief of the member that the situation warrants an immediate, expedited response and that it represents the most practical/safest recourse.

Member Discretion In all cases, where roadway closures dictate the need for expedient re-opening, e.g. main highway, limited alternate routes, rate of traffic flow, a member has the discretion to over-ride any locally understood association protocols in order to expedite the most appropriate response.

Rejection of Tow Service A member may reject the service of an attending tow operator and, at their discretion, place a secondary call to a different towing service if:

- the operator does not have the equipment necessary for the situation, e.g. extraction equipment;
- the operator is not legally capable of driving, e.g. impaired;
- the operator is not licensed; and/or
- there are reasonable grounds to believe a criminal offence may occur as a direct result of the tow, e.g. personal threats/abusive behaviour, previous history of criminal activities relating directly to towed vehicles.

Where a member exercises the discretion to obtain the services of any towing service, this action does not make the OPP party to the contractual obligations that exist between a towing service and the vehicle operator/owner/responsible representative.

Operator/Owner Selection Where there are no matters of public concern/public safety, the vehicle operator/owner/responsible representative shall be asked to:

- identify a towing service of their choice; or
- select a towing service from a municipally generated listing of all locally licensed operators, as provided by a member.

Assisting in Selection A member may assist in the selection of a towing service if:

- specifically requested to do so; and
- the individual has been advised such assistance is considered to be a public service only and shall not in any manner construe responsibility/liability on the part of a member/the OPP.

ONTARIO PROVINCIAL POLICE ORDERS³
CHAPTER 2: LAW ENFORCEMENT

**Operator
Incapacitated/
Incompetent**

Where a vehicle operator is either not legally capable/incapacitated, a passenger, who may be the vehicle owner or reasonably assumed responsible and is of legal age to drive, may select a towing service on behalf of the driver from a listing of all licensed services in the area.

A member shall ensure appropriate care and consideration is taken in respect to passengers who, while not injured/incapacitated, may be emotionally traumatized, and may use discretion to select a towing service where it would serve the best interest of the public.

**Current List of Towing
Operators**

A member shall provide a vehicle operator/owner/responsible representative with a current, municipally generated list or—in lieu, another publicly available list such as a local directory—of:

- all locally licensed tow operators in that policing jurisdiction; and
- generic descriptions of the types of towing services available from each operator, e.g. flatbed.

**Using Reasonable
Discretion**

If asked to assist in the selection of towing services, or where a vehicle operator/owner/responsible representative is absent—including abandoned vehicles—or if public safety concerns are at issue, e.g. a need for expediency, a member shall use reasonable discretion to facilitate the safest and quickest outcome, by:

- following detachment practices which may or may not involve towing association protocols or local bylaws; or
- calling the closest available and/or most appropriate towing service.

**List of Licensed
Tow Operators/
Equipment**

In preparing a list of licensed tow operators/equipment, a detachment commander shall:

- obtain from their local municipality or other such licensing authorities:
 - the names and phone numbers of all towing services licensed within their jurisdictional boundaries; and
 - a generic description of type of equipment/level of service provided by towing services, e.g. flatbed; and
- ensure members have ready access to the list, including providing a copy in each patrol vehicle.

Need to Keep Current

A detachment commander shall liaise with municipal or other such licensing authorities to ensure that the locally generated list of licensed towing services/operators is kept as current as possible.

Published Sources

In locations where it is not possible to obtain a locally generated list, a detachment commander shall rely on published sources of information, e.g. local directories to generate and maintain as similar and inclusive a listing as possible.

High-density traffic locations, i.e. the Greater Toronto area, dictate the need for an alternate approach and are exempt from obtaining a list of all licensed towing services in their jurisdiction.

**Tenders/RFPs Not
Permitted**

Tenders and Requests for Proposals for contractual towing arrangements within an OPP jurisdiction are not permitted for vehicles that are neither the property of, nor in the express care of the OPP, e.g. seized for evidentiary

examination.

Restriction

A detachment commander shall not impose locally devised regulatory standards on towing services operating in their jurisdictions.

First-Responding Tow Operator

A first-responding tow operator, who was not called by the attending member, towing association or comcentre/PCC staff, and who is not committing a provincial/criminal offence in the process of attending, may be utilized upon the request of the vehicle operator/owner/responsible representative.

In the absence of a vehicle operator/owner/responsible representative and in the interest of public safety and expediency, a member may accept the services of the first-responding tow operator who is appropriately equipped and otherwise capable, provided that the tow operator is not committing a provincial/criminal offence in attending the scene.

Cancellation of Other Tow Requests

If the service of a tow operator, who was not originally called to a scene, is utilized, the member shall ensure any previous requests for specific towing services are immediately cancelled, as appropriate.

Offence by Tow Operator

Any tow operator found committing an offence may be charged accordingly, following regular procedures.

Using Towing Associations

Where a vehicle operator/owner/responsible representative chooses not to select a towing service and there are no matters of public concern/safety at issue, a member may use a towing association within the local jurisdiction provided that the towing association accepts responsibility for:

- dispatching; and
- monitoring the provision of towing services.

The OPP respects towing association protocols insofar as they are consistent with OPP policy, but shall not be a signatory to any such protocol.

Other Tow Operators

Where a towing association is in place, the OPP shall not be limited to using only those tow operators that choose to be members of the association. An OPP towing services' list shall include all licensed towing services operating within the local jurisdiction.

Discretion of Member

Regardless of whether a local towing association is in place, whenever it is the belief of a member that a situation;

- warrants an immediate/expedited response; or
- represents the most practical recourse;

the member shall retain the discretion to place calls directly to the closest available/most appropriate towing service in accordance with this policy.

Towing Bylaws

A detachment commander shall ensure local towing-related bylaws are:

- taken into consideration;
- communicated to all members under their command; and
- respected as appropriate and in accordance with OPP policy.

Conflicts A detachment commander shall ensure the resolution of issues where conflict occurs between a municipal bylaw and concerns of public safety or OPP policy.

Towing Complaints Any complaint received regarding towing services, which presents a reasonable belief that a Federal or provincial statute violation might have occurred as a result of the service being provided, shall be investigated similar to any other allegation of criminal wrongdoing/negligence.

Condition A member shall not process towing service complaints that do not present a reasonable belief that a criminal offence occurred as a result of the service unless the complaint is directed against a specific OPP member or constitutes a service complaint against the OPP.

Against the OPP A tow operator/member of the public who wishes to lodge a complaint against a member of the OPP shall be advised on the public complaint process.

Civil Complaints A tow operator/member of the public who wishes to lodge civil complaints, e.g. dispute over fees charged, shall be made aware of the applicable recourse available to them, i.e. towing association, small-claims court.

Vehicle/Owner Assistance Provider Packages To avoid the potential disruption of emergency services provision at comcentres and PCCs, when a vehicle operator/owner/responsible representative requests towing services be provided in conjunction with a vehicle owner assistance provider package, e.g. Canadian Automobile Association (CAA), Roadside Assistance, a member shall make every effort to encourage the vehicle operator/owner/responsible representative to place the call themselves to the service provider at the scene, as appropriate.

Comcentre Call If the vehicle operator/owner/responsible representative do not have access to a phone at the scene, then a member may place the call through the comcentre/PCC operator.

Towing of OPP/ Seized Vehicles In all cases where a vehicle that is either the property of/in the express care of the OPP, i.e. vehicles seized for evidentiary examination;

- a member or officer-in-charge shall select the most appropriate towing service, based on the emergent needs of the situation; and
- a member's discretion to choose a towing service shall supersede any locally existing or understood protocol/practice.

2.37.17: CHECKPOINT SYSTEM

Introduction The checkpoint system is designed to reduce the rigidity of checkpoint operations throughout the OPP. It is recognized that due to the geography of OPP jurisdiction, and its diversified traffic volumes and road patterns, absolute uniformity cannot be realistically expected.

Detachment Orientation The checkpoint operation is a detachment oriented system that exhibits sufficient flexibility to satisfy the need of any area within the jurisdiction of the OPP.

Responsibility To implement a checkpoint operation the initial responsibility lies with a detachment commander or designate in consultation with the first member at the scene. This level of decision making will ensure that checkpoint operations

From: Paul Howatt [<mailto:ennotvillegarage@bellnet.ca>]

Sent: Friday, April 08, 2011 12:50 PM

To: Lori Heinbuch

Subject: accident scene solicitation by-law

The Wellington County Tow Group (WCTG) was formed for the purpose of Consumer Protection and Consumer Safety for the residents and visitors of Wellington County. The WCTG has divided the whole of Wellington County into 4 zones and members residing within those zones are on call on a 24/7 basis to respond and be on a scene within 30 minutes anywhere within their respective zones. We all had to have criminal checks, impound yards, training and adequate equipment to handle the job. We all require proof of workers comp, adequate insurance, annual vehicle safety inspections. There are no set tow rates other than limits (caps) that were acceptable to OPP county wide. We do not contribute any funds to the OPP for tow calls that are dispatched to our answering service (as has been indicated by Mr Scott Moonie and Mr Roy Loveless).

The accident scene solicitation by-law will keep CHASERS (usually tow companies from out of our county) from towing a vehicle out of the county. There have been multiple cases where the vehicles have ended up in places like Hamilton, Burlington, Oakville or Brampton for example and the vehicle owner who lives in Wellington County now faces an outrageous tow bill and in some cases do not know where their vehicle is. This by-law will protect our residents in the county as well as travellers passing through the county from such instances.

Scott Mooney represents the chasers and is no longer in the towing business and this by-law does not state they cannot tow in Wellington County. They just cannot solicit a tow at an accident scene. A chaser will always chase where the money is good and the kickbacks from body shops are great. We have 14 reputable tow companies within Wellington County that have worked hard in conjunction with the OPP to make Wellington County a better place and other counties are starting to follow our lead.

Thank You

WCTG

Mayor & Council

Thank you for letting me speak.

*Let me introduce myself. I am Trevor Roberts,
Owner & operator of Trevor Roberts Auto Repair & Towing,
operating since 1995.*

*I am here to support The Accident Scene Solicitation Bylaw
proposed by the Wellington County Police Services Board.
This is about the roads in Wellington County. This is about
stopping "chasers" in Wellington County, not rewriting of the
highway traffic act.*

*I have worked in the automotive repair & towing industry since
1983.*

*Along with my repair business, I have two tow trucks & a secure
impound yard that is properly zoned for Wellington County. Our
tow trucks are available 24/7, 365 days a year.*

*We are a licensed used car dealer. We had to join the OMVIC
(Ontario Motor Vehicle Industry Council) in order to become a
used car dealer. It involves training, a code of ethics, licensing
fees, and insurance as well as proper zoning of the business
location. This legislation was implemented to protect the
consumer.*

*I do not believe in listening to a scanner & chasing tow calls. I
don't need the business that bad.*

A tow truck operator is NOT A FIRST RESPONDER.

*Fire departments, Ambulance & Police are FIRST
RESPONDERS*

The chances of a tow truck being the first on scene are small. Almost ever body has a cell phone, so a passing motorist would be the first on scene. Then the fire department, then police or ambulance.

I don't think it is a smart business practice to be out driving around in Wellington County waiting for the scanner to go off, so you can race to the accident as fast as you can in order to get a tow call.

In the winter time the roads in the country are not that good. It's not a good idea to be racing from one end of the county to the other.

There is no monopoly in the towing business in Wellington County.

The WCTG is a group of towing companies that get together & talk about business, training, equipment & how to make the business better for everyone. Some are just towing companies, some have auto body shops and some have repair garages.

We provide a 30 minute response time for an accident call. This is an acceptable length of time by the OPP. If I can't get there in that length of time I will pass on the call.

If a new towing company was going to start up in any part of Wellington County they would be more than welcome to come to a WCTG meeting & join as long as they meet the requirements of the group & the Wellington County OPP. This would guarantee they would be getting called in rotation. Our rotation system is very fair..

The reason for implementing this bylaw is to protect the consumer & safety on our roads in Wellington County.

From: Bob and Mary Goodliffe [<mailto:bobstowinguelph@hotmail.com>]
Sent: April 12, 2011 7:48 PM
To: Lori Heinbuch
Subject: Accident Scene By-law

I am an owner of a family operated towing company working in Guelph and Wellington County for over 30 years .
I would like very much to be added to the agenda on Monday April the 18th at 7:00 p.m. in Kenilworth to speak in favor
of this new by-law .I feel this bylaw is necessary for public saftey as well as to protect the public from first responders
, as they call themselves ..."accident chasers".Any person or group that is against this bylaw...I feel is only looking for an
opportunity to victimize vulnerable people.Could you please let me know if this is possible.

Thankyou
Bob Goodliffe.
Bob's Towing
Guelph Ont.



Arthur Area Fire Department

103 Smith Street, P.O. Box 99, Arthur, Ontario N0G 1A0
Ph: 519-848-3500 • Fax: 519-848-6656

ARTHUR FIRE DEPARTMENT REPORT FOR MARCH 2011

The Arthur Fire Department responded to eight calls for assistance during the month of March 2011.

3 in Arthur Village	- 1 Ambulance Assistance (Chest Pains)
	- 2 Alarm Activations
2 in West Luther	- 1 Alarm Activation
	- 1 M. V. C.
1 in West Garafraxa	- 1 M.V.C.
1 in Arthur Township	- 1 M. V. C.
1 in Mapleton	- 1 Fire (Chimney Fire)

There were five practices held in March. On March 2 the Fire Chief and eleven fire fighters attended; on March 9 the Fire Chief and eighteen fire fighters attended; on March 16 the Fire Chief and thirteen fire fighters attended; on March 23 the Fire Chief and fifteen fire fighters attended; on March 30, twelve fire fighters attended.

The Wellington Dufferin County Mutual Aid Association meeting was held in Arthur on March 1. John Uptegrove from the Puslinch Fire Department was the guest speaker. He spoke on Designing Lesson and Training Plans for Fire Departments according to Ministry of Labour requirements as per Ontario Fire Marshall's standards. The Fire Chief and twelve Fire Fighters attended and hosted this Mutual Aid Meeting. We were especially pleased to have Councillor Mark Goetz attend this very informative meeting. We had sixty five people in attendance for the evening.

On March 5th Fire Chief Jim Morrison, and Fire Fighter Adam Bolen, travelled to Woodstock to inspect the new Fire Truck prior to its delivery.

On March 6, five Arthur Fire Fighters attended an Emergency First Responder course, held at the Mount Forest Fire Station. This concludes their First Aid Training.

The Fire Chief and Fire Fighters of Arthur Fire Department, along with guests Mayor Raymond Tout, Councillor Mark Goetz, Councillor Andy Lennox, John Jeffery, and Mount Forest Fire Chief Ron McEachern were all in attendance to welcome the new Fire Truck on March 11, 2011. Several of the Fire Department's family members also attended this very exciting event. Many pictures were taken by the local press to mark the arrival of the truck.

On March 12, Fire Chief Jim Morrison and Fire Fighter Troy Lawlor drove the new Truck to the Arthur Area Arena for the opening celebrations of the new elevator. They had the truck on display for the public to view.

Fire Chief Jim Morrison and Acting Deputy Chief Andy Morrison attended the Fire Committee Meeting in Kenilworth on March 15.

On March 21, Fire Chief Jim Morrison attended the Council Meeting. Troy Lawlor was appointed as the Deputy Fire Chief for the Arthur and Area Fire Department.

Fire Chief Jim Morrison and Deputy Fire Chief Troy Lawlor, along with seven Fire Fighters attended the funeral of Ray Walters and Kenneth Rae of the North Perth Fire Department held in Listowel on March 24.

On March 28 the Fire Chief and Deputy Chief and nine Fire Fighters attended a Department meeting.

The Fire Chief and Deputy Chief acted on a burn complaint at Conestoga Estates on March 30.

Jim Morrison
Arthur Fire Chief

**Arthur Fire Department
Fire Prevention Monthly Report
March 2011**

Evac. Procedures.....	0
Telephones calls.....	48
Bus. & Personal Service.....	6
Residential.....	3
Assembly Occ.....	2
Misc.....	26
Industrial.....	2
Meetings.....	6
Complaint(s).....	0
Mercantile.....	8
Letters/reports.....	12
Institutional.....	1
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	0
Extinguisher Training/talks.....	1
Inspections follow up.....	7
Pub. Ed.- lectures/tours.....	0
Fire Safety Plan Review.....	0
Administration duties.....	6



MOUNT FOREST FIRE DEPARTMENT

Township of Wellington North

MOUNT FOREST FIRE DEPARTMENT REPORT MARCH 2011

The Mount Forest Fire Department responded to eight calls for assistance during the month of March 2011.

- | | |
|----------------------|--|
| 5 in Mount Forest | - 3 Ambulance Assist |
| | - 1 False Alarm |
| | - 1 O.P.P. – Assist with Body Recovery |
| 2 in Southgate | - 1 Ambulance Assist |
| | - 1 M.V.C. (312249 Highway # 6) |
| 1 in Arthur Township | - 1 Ambulance Assist |

There were two meeting/practice sessions held during the month of March. On March 14th, 2011 fifteen members were present and on March 28th, 2011 sixteen members were present.

On March 1st, 2011 four members attended the Wellington County Mutual Aid in Arthur.

One member attended the Grey County Mutual Aid in Meaford on March 8th, 2011.

The Chief and the Deputy Chief attended the Fire Committee meeting in Kenilworth on March 15th, 2011.

On March 21st, 2011 the Chief and the Deputy Chief attended the Wellington North Council Meeting in Kenilworth in support of Chief Patton's presentation.

The Chief, Deputy Chief and seven Firefighters attended the funeral on March 24th, 2011 for Ken Rae and Ray Walter, two Firefighters killed in the line of duty in Listowel.

On March 30th, 2011 the Department hosted 20 students from the Saugeen Riverside Parochial School for a tour of Fire Hall and Equipment.

The Mount Forest Fire Department has had approximately 200 hours of training in the first three months of 2011 and it is still ongoing.

Respectfully Submitted,
Ron MacEachern
Mount Forest Fire Chief

**Mount Forest Fire Department
Fire Prevention Monthly Report
March 2011**

Evac. Proceedures.....	0
Telephones calls.....	27
Bus. & Personal Service.....	7
Residential.....	2
Assembly Occ.....	2
Misc.....	12
Industrial.....	2
Meetings.....	2
Complaint(s).....	0
Mercantile.....	5
Letters/reports.....	4
Institutional.....	3
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	1
Extinguisher Training/talks.....	2
Inspections follow up.....	7
Pub. Ed.- lectures/tours.....	1
Fire Safety Plans.....	1

RECREATION & CULTURE COMMITTEE MEETING
TUESDAY, APRIL 5, 2011, 8:00 A.M.
MOUNT FOREST & DISTRICT SPORTS COMPLEX, PLUME ROOM

Members present: Councillor Dan Yake, 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: Chairperson Councillor Sherry Burke.

Councillor Yake acted as chairperson for this meeting. He made the suggestion that from now on the agenda and minutes be sent by e-mail. Members agreed.

MINUTES:

Discussion from the March 3, 2011 meeting was as following:

Agricultural Lease - Bring agreement back to the next meeting and arrange a meeting with members of the Agricultural Society.

Leisure Hall - Linda is to ask Darren Jones, our Chief Building Official to prepare a report on recommendations for completion of the upstairs Leisure Hall at the Mount Forest & District Sports Complex, and attend our next meeting.

Snow removal needs to be reviewed.

Moved by Mayor Ray Tout

Seconded by Councillor Pat Franks

"THAT the minutes of the March 3, 2011 meeting be approved."

Carried

BUSINESS ARISING FROM MINUTES:

Tom and Mark brought draft recommendations for facility rental rates on statutory holidays for each facility. They are to meet and come up with one rental price that is the same for each facility and bring that to our next meeting.

Subsidized ice rates were discussed. It was decided to send user groups a letter explaining how the subsidy works and to give them a heads up on how they should be prepared for future year's fee charges. This is also to be discussed at the ice time meeting this year.

Extended Ice Time - It should be added into our ice policy that the summer ice rates of \$120.00 will apply if groups need to go past the March 31 deadline.

Stag & Does - Mark is to bring a recommendation for rental cost to our next meeting.

Trophy Cases - Mark and Linda are to work together to draft a letter to Minor Hockey regarding placing of trophy cases. They will have two choices, the back wall or the staircase leading up to the seating area. It is to be explained that user groups are responsible for the cost as well as the maintenance and cleaning of them.

REPORTS:

Mark explained that he has asked a Cimcoe representative to attend a Recreation meeting. Mark is to set the date for the meeting.

Mark gave a progress report on the work at the pool.

Linda and Mark are to meet with Rich MacVicar and Angie Eccles regarding Minor Ball.

Linda's report was available for members' information.

Tom's report will be at our next meeting.

CORRESPONDENCE:

A copy of a letter sent to the Arthur Opti-Mrs. thanking them for their generous donation of \$500.00 to the Arthur Pool.

The Lions Club sent the committee a letter regarding their pledged donation of \$50,000 for a new playground in Mount Forest. This was discussed by members.

MEMBER'S PRIVILEGE:

Councillor Yake - Gave a review of the First Municipal Hockey Tournament held in Mount Forest on April 2. This was a successful event with nine teams involved. Ingersoll won the tournament. Dan reported that a lot of first time visitors were amazed with our new facility. Money from this tournament will be donated to the Township.

Linda Spahr - Was happy to announce that the Westskate competition will be held in Mount Forest in February of 2012. This is a large event that will bring a lot of people to our facility.

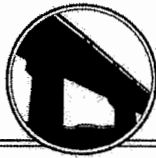
ADJOURN:

Moved by Tom Bowden
"That the meeting be adjourned".

Meeting adjourned 9:55 a.m.

NEXT MEETING:

Will be called by the chairperson.



BMROSS
engineering better communities

B. M. ROSS AND ASSOCIATES LIMITED
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
www.bmross.net

File No. BR516

April 14, 2011

Ms. Lorraine Heinbuch, CAO/Clerk
Township of Wellington North
7490 Sideroad 7 W, Box 125
Kenilworth, ON N0G 2E0

Dear Lori:

**RE: Repairs to White Bridge
Hwy 89 Connecting Link, Mount Forest**

On April 13, 2011 the Township received 9 tenders for this work as follows:

Theo Vandenberg Construction	\$360,588.65
Owen King Limited	\$373,917.00
Xterra Construction	\$376,979.30
Finnbilt General Contracting	\$378,498.83
Maloney & Pepping Construction	\$407,147.93
Jarlian Construction	\$419,988.23
Reeves Construction	\$422,104.87
Clearwater Structures	\$428,640.08
Carlinton Construction	\$447,295.81

There was a minor mathematical error in the tender of Maloney & Pepping Construction and a more significant error in the tender of Reeves Construction which switched their ranking from 6th to 7th. It appears that all tenders were submitted correctly with deposit cheques, agreements to bond, and were properly signed.

The low bidder, Theo Vandenberg Construction, is very familiar to us and has completed more than ten bridge repair projects reviewed by BMROSS. For this reason we did not feel further reference checks were required. It is our opinion that Theo Vandenberg Construction has the experience and resources to complete this contract. We note that they have listed the Murray Group as their paving subcontractor.

Celebrating our  Anniversary
1951 - 2011

We are not aware of any reason why you should not accept the low tender of Theo Vandenberg Construction.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



A.I. Ross, P. Eng.

AIR:hv

c.c. Mike Kelly, MTO Owen Sound

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



RECEIVED

APR 8 2011

TWP. OF WELLINGTON NORTH

MAR 29 2011

His Worship Raymond Tout
Mayor
Township of Wellington North
7490 Sideroad 7 West
PO Box 125
Kenilworth, Ontario
N0G 2E0

Dear Mayor Tout:

Re: 2011 Highway Connecting Link Allocation

The Ministry of Transportation is pleased to advise you that the Township of Wellington North has been approved to receive \$1,748,000 towards your connecting link projects, specifically:

Project Location	Project Description	Maximum Allocation
Hwy. 6 (Mt. Forest) from Hwy. 89 to South limit	Reconstruction	\$1,323,000
Hwy. 89 (Mt. Forest) Queen Street Bridge	Bridge Repairs	\$425,000

The subsidy rate for this connecting link projects in 2011 is 90%, to a maximum of \$1,748,000.

In order to receive funding the province requests the following information:

- An authorizing by-law/council resolution which should be dated no later than March 31, 2011. The by-law/council resolution should reference:
- That a maximum of \$1,748,000 allocated to the Township of Wellington North by the province will be used for the specified Connecting Link capital improvements on Hwy. 6 (Mt. Forest) from Hwy. 89 to South limit and capital improvements on Hwy. 89 (Mt. Forest) Queen Street Bridge.
- That a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved shall be attested by the Chief Administrative Officer and submitted to the ministry. In addition the ministry may request an independent audit of the projects.

.../2

65

- Any funds intended for these projects that are not used in accordance with ministry Connecting Link guidelines or the terms outlined above will be returned to the ministry.

Completion of Project:

- Funds not expended by March 31, 2013 will be returned to the province.

In addition the following reporting and accountability provisions will apply to this transfer:

Types of eligible expenditures:

- Costs directly related to the above noted connecting link project, provided the expenditures are necessary and prudent to achieve this project.
- Eligible works shall be determined as per the existing Connecting Link Guidelines and eligibility requirements.

Requirement for future reporting:

- A final summary report detailing total costs, types of expenditures, use of provincial funding, and specific outcomes achieved shall be submitted to the ministry within three months of project completion or complete use of funds.
- Project is to be completed by March 31, 2013.
- This report would include information that is to be reported on for eligible works as per the existing Connecting Link Guidelines and will be subject to review by MTO staff.
- This report should be submitted to:

Manager, Operations Office
Ministry of Transportation
Operations Office
301 St. Paul Street – 2nd Floor South
St. Catharines, Ontario
L2R 7R4
Fax: 905-704-2777

Additional Information to be provided:

- Upon completion of your project pre award design and tender package, please provide a copy to your local ministry office.
- Other written periodic reports and information as may be requested by the Province of Ontario.

Right to independent verification/audit:

- The province reserves the right to verify or audit any information submitted for completeness and accuracy, and to ensure that funds were used on eligible expenditures and for the purpose intended.

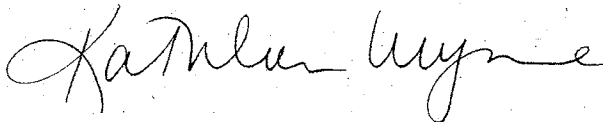
Right to recover funds:

- The province reserves the right to recover up to and including the amount of funds provided, if it is determined that the funds provided were not used, or will not be used, for the intended purpose.

I am pleased to be able to work co-operatively with your community in providing assistance towards the funding of this important project.

For questions related to the information provided above, administrative details for the completion of this, or to inform the ministry of any change in the above noted project, please contact your local Ministry of Transportation Office.

Sincerely,



Kathleen Wynne
Minister

c: Lorraine Heinbuch, CAO
Carol Layton, Deputy Minister
The Honourable John Wilkinson, MPP, Perth-Wellington

Mount Forest**Family Health Team**

525 Dublin Street, Mount Forest ON N0G 2L3
Tel: 519.323-0255 Fax: 519.323-2113

April 13, 2011

Gary Williamson, Member County Council
County of Wellington
74 Woolwich Street
Guelph, ON N1H 3T9

RE: Support for Saugeen Mobility and Regional Transit Pilot Proposal

Dear Councillor Williamson:

As both the Executive Director of the Mount Forest Family Health Team and Chair of the Rural Health Network for the Waterloo Wellington Local Health Integration Network (WW LHIN), I am writing to express my support for this pilot proposal.

As you know, access to health care services is a significant issue for our rural communities. One of the main barriers to timely access is appropriate transportation at a reasonable cost. Transportation continues to be a recurring theme in community consultations conducted both by the family health team and the WW LHIN. This pilot is an opportunity to both address these issues and learn more details about the day to day transportation challenges faced by patients in our local communities.

Partnering with an existing resource is an effective and efficient way to increase services, especially since so many of the patients receiving care from the Family Health Team live in Grey and Bruce counties. In a study we did in 2009, approximately 20% of our 10,000 patients travel to us from communities in those counties.

In addition, during discussions at the Rural Health Network, it has become clear that other agencies who provide transportation in our Township are very interested in partnering with established transportation services to build collaborative and seamless programs that ensure patients can both receive care as close to home as possible and in other communities when that is the best service for their specific health need.

On behalf of the Board of Directors of the Mount Forest Family Health Team and my rural health care partners on the Rural Health Network, we look forward to hearing that this proposal has received the support of the township and county councils.

Sincerely,



Suzanne Trivers
Executive Director

RECEIVED

APR 13 2011

TWP. OF WELLINGTON NORTH



Saugeen Valley Nursing Center

April 11, 2011

To the Honorable Mayor and Councilors'

Please accept this letter of support for the proposal to expand services of the "Saugeen Mobility and Regional Transit" service to the Township of Wellington North.

Accessible transportation is an essential life line for the seniors in our rural community. Transportation links people to people and it also links people to needed care and services.

This service provides great opportunity for our seniors that live in our community.

For seniors living at home, this service will improve the quality of their life by allowing them more social connections, helping them get to/from their medical appointments and by enabling them with more independence with their activities of daily living.

The benefit of this service is perhaps even more valuable for the seniors residing at Saugeen Valley Nursing Center since they require an enhanced level of specialized care. The majority of our residents need/require accessible transportation.

For these residents, travel to medical appointments is by ambulance on stretcher with unpredictable pick up and drop off times (due to the ambulance needing to also respond to medical emergencies).

For non-medical appointments, our residents are limited to using an "out-of-town" private transportation service (which may cost approx. \$200+ for an in-town appointment) or renting a wheelchair-accessible school bus (which is less expensive, but only available outside of school pick-up times and is not the best mode of transportation for an elderly individual).

Our residents also value the ability to travel outside the Home. This service would allow us to increase these opportunities and help enable our residents to keep their connections and ties within our community.

Saugeen Valley Nursing Center strongly supports this proposal.

Please feel free to contact me if you would like to discuss our support of this proposal further.

Sincerely,

Andrea Parsons, President

RECEIVED

APR 14 2011

TWP. OF WELLINGTON NORTH

69

APR 15 2011

TWP. OF WELLINGTON NORTH

Caressant Care
P.O. Box 749
Harriston, Ontario N0G 1Z0

Wellington North
P.O. Box 125
Kenilworth, Ontario
N0G 2E0

April 15, 2011

Honorable Mayor and Councilors:

This letter is to acknowledge support for the proposal to expand the services of the "Saugeen Mobility and Regional Transit".


This service is a much needed requirement for the residents at Caressant Care, Arthur nursing and retirement homes and the residents at Caressant Care, Harriston nursing and retirement homes. Because both of these homes are situated in small rural settings, linkage with affordable transportation has always been an issue. So many of our residents require accessible transportation as a result of physical ailments.

At the present time, there are very limited means of transportation and these services are very expensive and, at times, not extremely reliable.

The expansion of the "Saugeen Mobility and Regional Transit" would provide a vital link to the residents and the outreaching community. It would better enable the residents to maintain contact with the outside community and vice-versa, and, this in turns, creates a better community.

Caressant Care Arthur and Harriston strongly support this proposal.

Sincerely,



Mary-Therese Haid
Regional Manager



630 Dublin Street, Mount Forest ON N0G 2L3
Phone: (519) 323-3333 ~ Fax: (519) 323-2955
www.nwhealthcare.ca



235 Union Street East, Fergus ON N1M 1W3
Phone: (519) 843-2010 ~ Fax: (519) 843-7288
www.gmch.ca

April 15, 2011

The Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth ON N0G 2E0
Attention: Lori Heinbuch, CAO/Clerk

Dear Sirs/Mme:

Re: Saugeen Mobility and Regional Transit

We understand that Saugeen Mobility and Regional Transit (SMART) is considering extending their well established service of specialized transportation for the mentally and physically disabled into our area. We have often had underlined for us that this is a major obstacle to care and basic accessibility for residents in our area as hospitals with presence in Palmerston, Mount Forest and Centre Wellington and serving a large rural population.

With more than 30 years of service in the neighboring area north of us, SMART is using a variety of sizes and types of vehicles and a reasonable user fee structure, they would appear to be the answer to many of our current accessibility challenges.

The usefulness of such an enabler for our communities is clear, as this aligns well with our aging demographic and the desire of most residents to remain in independent living for extended periods of time.

We would encourage councils to support this service introduction to our area. While the co-ordination with other assets and providers in our region is also encouraged, the experience and success of this team seems to be one worth expanding to our area.

Thank you for considering this matter.

Jerome Quenneville
President and CEO
/mm

E-mail received from: Paul Smith
Sent: Wednesday, April 06, 2011 1:59 PM
To: Lori Heinbuch
Subject: Sewer Charge Deferral Request

I would like to make an official request for a deferral agreement under Section 3.5 of By-law No. 47-05 as amended with respect to the sewer portion of the development charges associated with the building of our house at 125 Conestoga Street South in Arthur. As you will likely recall, we do not have access to the town sewer system, and have approval from council to install a private septic tank instead.

If I need to pay for my building permit and associated costs, to start construction prior to the deferral agreement being completed for the sewer portion of the development charges, I would expect that the sewer portion of the development charges would be refundable to me.

Thanks,

Paul Smith

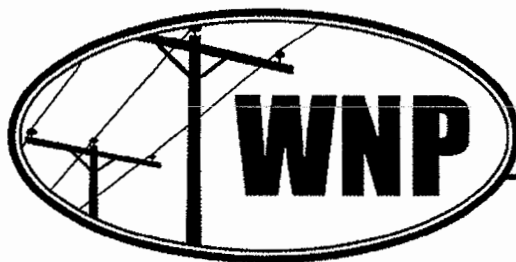
Note: from Chief Administrative Officer Lorraine Heinbuch

By-law No. 47-05 as amended Section 3.5 reads as follows:

Time of Payment of Development Charges

- 3.14** *Development charges imposed under this By-law are calculated, payable, and collected upon issuance of a building permit for the development.*
- 3.15** *Despite section 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.*

Under authority of this by-law Council may enter into deferral agreements. Sewer services are not available to Mr. Smith at this time. It is recommended that Council authorize the drafting of a deferral agreement to be entered into for the property located at 125 Conestoga Street South, Arthur owned by Paul Smith, in respect to that part of the development charge to be payable at the time this service is available.

**Wellington North Power Inc.**

290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425 E-mail: wnp@wellingtonnorthpower.com

www.wellingtonnorthpower.com

March 24, 2011

Mayor Ray Tout and Members of Council
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Tout and Members of Municipal Council:

Re: **Wellington North Power Inc.- 2011 Annual Shareholder Meeting**

The Board of Directors and staff of Wellington North Power Inc. are arranging the Annual Shareholder Meeting for **Tuesday, April 26, 2010 at 6:00 p.m.** in the Meeting Room of the Mount Forest and District Sports Complex, 850 Princess Street, Mount Forest.

All Members of the Townships of Wellington North and Southgate Council are invited to attend, and at least three (3) members of the majority shareholder, the Township of Wellington are required to form a quorum.

One representative, of each of the respective Councils, will be appointed to act as Scrutineers for the meeting, to pass resolutions on behalf of the Corporation. Senior municipal management staff members are also invited to attend the meeting.

Please forward names and contact information, including e-mail addresses of those attending, who will be representing the Township of Wellington North. An agenda and pertinent information will be forwarded to them directly for review prior to the Annual Shareholder Meeting.

If you need any questions please do not hesitate to call me.

Yours truly,

Judy Rosebrugh, President & CEO
Wellington North Power Inc.

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

BY-LAW NUMBER 27-11

**BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF
MAIN STREET (HWY. 6) IN THE FORMER TOWN OF MOUNT
FOREST FOR THE PURPOSE OF HOLDING THE MOUNT
FOREST ANNUAL FIREWORKS FESTIVAL.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c. 25, Section 42.

WHEREAS Section 42 of the Municipal Act, S.O. 2001, c. 25, as amended provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Mount Forest Fireworks Festival Committee is planning various events during the Mount Forest Annual Fireworks Festival and have requested that a portion of Main Street be closed to vehicular traffic on Saturday, July 16, 2011 between the hours of 6:30 a.m. and 5:00 p.m.

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

1. That the portion of Main Street between Queen Street and Durham Street is hereby temporarily closed on July 16, 2011 between the hours of 6:30 a.m. and 5:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF APRIL, 2011.***

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 28-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A THIRD LICENSE EXTENSION AND AN AMENDING AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Ontario Realty Corporation – 381 Main Street North, Mount Forest - Mount Forest Fire Hall)

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

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

AND WHEREAS the Minister of Public Infrastructure Renewal, then the Minister of Energy and Infrastructure and now the Minister of Infrastructure, entered into a License Agreement with the Corporation of the Township of Wellington North effective June 1, 2000 to May 31, 2003 with the first extension commencing June 1, 2003 and ending on May 31, 2006, and a second extension commencing June 1, 2006 and ending May 31, 2011;

AND WHEREAS pursuant to the terms and conditions of the Second License Agreement and Amending Agreement, the Minister of Public Infrastructure Renewal was entitled to extend the Second Extension Term for a further term of five (5) years;

AND WHEREAS the Minister of Infrastructure and the Corporation of the Township of Wellington North agree to extend the Second Extension Term for a further term of five (5) years, commencing on June 1, 2011 and expiring on May 31, 2016;

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

1. That the Corporation of the Township of Wellington North enter into a Third License Extension and Amending Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure, in substantially the same form as the Third License Extension and Amending Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said Third License Extension and Amending Agreement on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF APRIL, 2011.**

RAYMOND TOUT
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THIRD LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in quadruplicate as of June 1, 2011.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(Hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND:

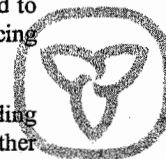
**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE**

(Hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a per diem license agreement dated June 1, 2000, (the "Original License"), the Licensor did license unto Her Majesty the Queen In Right of Ontario As Represented by the Chair of the Management Board of Cabinet (the "Chair") for a term of three (3) years commencing on June 1, 2000 and ending on May 31, 2003 (the "Original Term"), the premises more particularly described as a portion of the main floor comprising approximately two thousand (2,000) square feet (the "Premises"), in the building municipally known as 381 Main Street North (the "Building"), in the Town of Mount Forest, in the Province of Ontario (the "Lands"), as more particularly described in Schedule "A" attached hereto.
- B. Pursuant to the terms and conditions of the Original License, the Chair was entitled to extend the term of the Original License by a further term of three (3) years.
- C. By a per diem license extension agreement dated January 29, 2004 (the "First License Extension Agreement") the Chair exercised its option to extend the Original Term for a further term of three (3) years, commencing on June 1, 2003 and ending on May 31, 2006 (the "First Extension Term").
- D. By Order-in-Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties of the Chair relating to real estate matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Public Infrastructure Renewal (the "MPIR").
- E. By the Second License Extension and Amending Agreement, the parties agreed to extend the First Extension Term for an additional term of five (5) years, commencing on June 1, 2006 and ending on May 31, 2011 (the "Second Extension Term").
- F. Pursuant to the terms and conditions of the Second License Extension and Amending Agreement, the MPIR was entitled to extend the Second Extension Term for a further term of five (5) years.

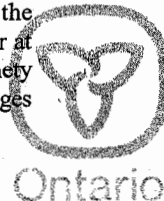


Ontario

- G. By Order-in-Council No. 1617/2008, approved and ordered September 17, 2008, all the powers and duties of the MPIR relating to real estate matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Energy and Infrastructure (the "MEI").
- H. By Order-in-Council No. 1320/2010, approved and ordered September 15, 2010, all the powers and duties of MEI relating to real estate matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Infrastructure (the "Minister") and the Minister has delegated those powers and duties to the Ontario Realty Corporation.
- I. The Licensor and the Licensee have now agreed to extend the Second Extension Term for a further term of five (5) years, commencing on June 1, 2011 and expiring on May 31, 2016 (the "Third Extension Term")
- J. The Original License, the First License Extension Agreement, the Second License Extension and Amending Agreement, and this Third License Extension and Amending Agreement are hereinafter collectively referred to as the "License", except as specifically set out herein.
- K. The Original Term, the First Extension Term, the Second Extension Term, and this Third Extension Term are hereinafter collectively referred to as the "Term", except as specifically set out herein.
- L. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. **Extension of License**
 - (a) The Term of the License is hereby extended for the "Third Extension Term", at an annual license fee of One Hundred Dollars (\$100.00) (the "License Fee"), payable on the first day of each year during the Third Extension Term, based upon use of the Premises for one (1) day per year at a rate of One Hundred Dollars (\$100.00) per day.
 - (b) The Licensee shall pay to the Licensor all applicable sales taxes, including all value-added taxes and/or harmonized sales taxes, as may be required by law, which are assessed on the License Fee payable by the Licensee to the Licensor under this License.
 - (c) Throughout the Third Extension Term, the Licensee shall continue to have the right to increase or reduce the number of days the Premises are being used and adjust the license fee payable to the Licensor, by giving the Licensor not less than thirty (30) days' prior written notice.
 - (d) The Licensee shall continue to have the right to terminate this Agreement or alter the number of days per annum for which use of the Premises is designated hereunder at any time during the Third Extension Term, by giving the Licensor not less than ninety (90) days' prior written notice of termination without penalty, compensation, damages or bonus to the other.



3. Amendments to License

The extension contemplated pursuant to this Third License Extension and Amendment Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:

- (a) The Licensee shall be entitled to extend the License for one (1) further term of five (5) years (the "Fourth Extension Term"). The Fourth Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Fourth Extension Term be based upon the daily market license rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the Fourth Extension Term, or failing such agreement, by arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this Third License Extension and Amending Agreement not less than six (6) months prior to the end of the Third Extension Term.
- (b) Section 6.13 of the Original License, Notices, is deleted in its entirety and replaced with the following:

"Licensor: Corporation of the Township of Wellington North
P.O. Box 125
Kenilworth, Ontario N0G 2E0
Fax: (519) 848-3228

Licensee: Ontario Realty Corporation
One Stone Road West, 4th Floor
Guelph, Ontario N1G 4Y2
Attention: Regional Director of Operations
Fax: (519) 826-3330

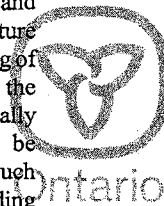
With a copy to:

Ontario Realty Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 2L5
Attention: Senior Solicitor, Leasing
Fax: (416) 327-2760

And an additional copy to:

CB Richard Ellis
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – ORC
Fax: (416) 775-3989

Any notice required or contemplated by any provision of this License shall be given in writing addressed to the Licensor and the Licensee set out above, and delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered, delivered by courier or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding

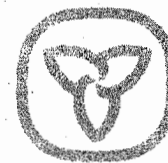


anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this License or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 6.13.

Either party may at any time during the Term by giving notice to the other party (in the manner provided above) change the address of the party giving such notice, and thereafter the address as set out in this Section 6.13 shall be deemed to be the address so changed."

4. The Licensor and the Licensee hereby mutually covenant and agree that during the Third Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License, as extended and amended hereby.
5. If any provision of this Third License Extension and Amending Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable and the remainder of this Third License Extension and Amending Agreement shall remain in full force and effect as though such provision had not been included in this Third License Extension and Amending Agreement but such provision shall nonetheless continue to be enforceable to the extent permitted by law.
6. Except as otherwise specifically provided in this Third License Extension and Amending Agreement, all words and expressions used in the License shall apply to and be read as applicable to the provisions of this Third License Extension and Amending Agreement.
7. The provisions of this Third License Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
8. The Licensor acknowledges and agrees that the commercial and financial information in this Third License Extension and Amending Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended.
9. This Third License Extension and Amending Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.
10. Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original License, the First License Extension Agreement, and the Second License Extension and Amending Agreement, as the case may be.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



Ontario

13. This Third License Extension and Amending Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this Third License Extension and Amending Agreement on the date written below.

SIGNED, SEALED AND DELIVERED:

DATED the ____ day of _____, 2011.

**CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Authorized Signing Officer(s)

DATED the ____ day of _____, 2011.

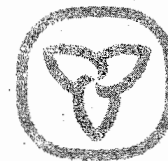
**ONTARIO REALTY CORPORATION, ACTING
AS AGENT ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE**

Per: _____

Name: Richard Schveighardt

Title: Regional Director of Operations
Southwest Region

Authorized Signing Officer

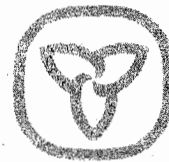


Ontario

SCHEDULE "A"

LEGAL DESCRIPTION

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Town of Mount Forest, in the County of Wellington and Province of Ontario and being composed of Lots 4, 8 and Part of Lot 9 in Gardiner's Survey of Park Lots 2 and 3 on the west side of Main Street now sown as part 1 and 2 on Reference Plan 60R-2193.



Ontario

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

BY-LAW NUMBER 29-11

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part of Lot 1, Concession 3 (former
Township of West Luther) – Ireland)**

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

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

1. THAT Schedule "A" Map 1 to By-law 66-01 is amended by revising the zoning regulation text as it applies to Part of Lot 1, Concession 3, as shown on Schedule "A" attached to and forming part of this By-law.
2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by deleting Subsection 33.50 b) in its entirety, and replacing it with the following new subsection:

"33.50 b) Safety inspections of motor vehicles used in the above-noted contractor's yard operation and safety inspections of motor vehicles owned by the general public or other businesses shall be permitted.
3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF APRIL, 2011.***

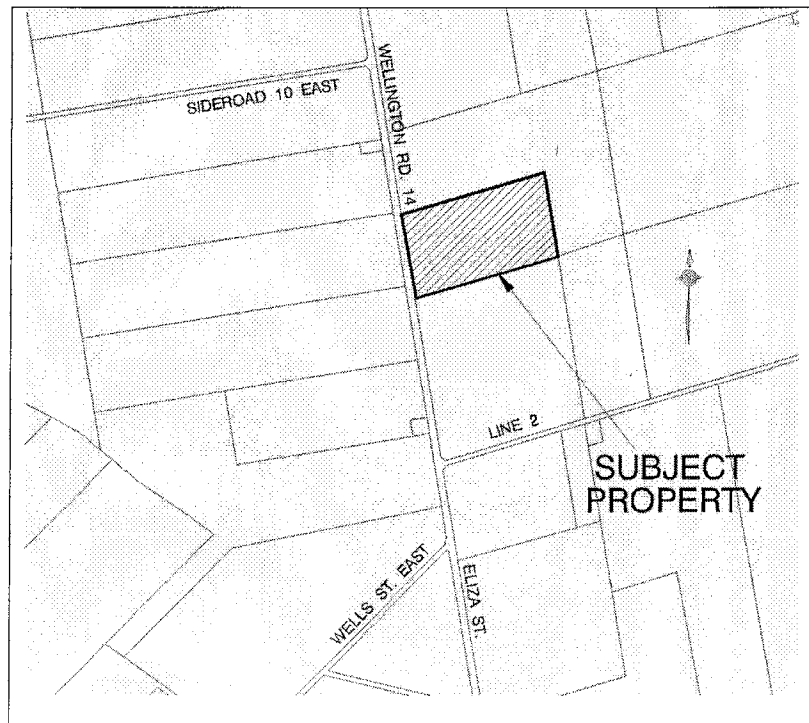
**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 29-11

Schedule "A"



**This is Schedule "A" to By-law No. 29-11
Passed this 18th day of April, 2011**

RAYMOND TOUT, MAYOR

LORRAINE HEINBUCH, C.A.O./CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 29-11

THE LOCATION being rezoned is in Part of Lot 1, Concession 3 (Former West Luther) and is municipally known as # 8631 Wellington Road 14. The property is approximately 49.57 acres in area.

THE PURPOSE AND EFFECT of the amendment is to expand motor vehicle safety inspections, to include the general public. The property is currently zoned to permit a Contractor's Yard for industrial cement work, along with safety inspections for the business's trucks.

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

BY-LAW NUMBER 30-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A FUNDING AGREEMENT FOR INFRASTRUCTURE PROJECTS BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (COMRIF – Wastewater Treatment Plant, Mount Forest)

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

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

AND WHEREAS the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Wellington North entered into a P-Agreement on July 21, 2006;

AND WHEREAS the P-Agreement, through no fault of the Parties, lapsed and therefore needs to be "revived" in order to allow the Recipient to complete the Project and allow the Ministry to make final payment(s) to the Recipient as well as release any holdback currently being held;

AND WHEREAS the Parties agree the best way to address this issue is to have this Agreement have the Effective Date of this Agreement by March 30, 2011;

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

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

1. That the Corporation of the Township of Wellington North enter into a Funding Agreement For Infrastructure Projects with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs, in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said Funding Agreement for Infrastructure Projects and all other documentation required under the *Canada – Ontario Municipal Rural Infrastructure Fund* ("COMRIF"), on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF APRIL, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW 30-11
SCHEDULE "A"

CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND (“COMRIF”)
INITIATIVE

FUNDING AGREEMENT FOR INFRASTRUCTURE PROJECTS

Ministry of Agriculture, Food and Rural Affairs
File Number: 13667

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

AND

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS the Government of Ontario is investing in Ontario's infrastructure;

AND WHEREAS the purpose of COMRIF is to improve and renew public infrastructure in Ontario's small urban and rural communities with populations of less than 250,000;

AND WHEREAS the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

AND WHEREAS the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario's aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

AND WHEREAS COMRIF small urban and rural communities to choose how they will apply for funding for projects in the categories of water, wastewater, waste management, local roads and bridges, public transit, cultural, recreation, tourism, environmental energy improvements and connectivity;

AND WHEREAS the Ministry and the Recipient entered into a P-Agreement on July 21, 2006;

AND WHEREAS the P-Agreement, through no fault of the Parties, lapsed and therefore needs to be "revived" in order to allow the Recipient to complete the Project and allow the Ministry to make final payment(s) to the Recipient as well as release any holdback currently being held;

AND WHEREAS the Parties agree the best way to address this issue is to have this Agreement have the Effective Date of this Agreement be March 30, 2011;

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project
- Schedule "C" - Eligible Costs
- Schedule "D" - Budget
- Schedule "E" - Project Schedule (Milestones)
- Schedule "F" - Financial Assistance
- Schedule "G" - Federal Requirements
- Schedule "H" - Additional Provisions
- Schedule "I" - Communications Requirements
- Schedule "J" - Cash Flow Report
- Schedule "K" - Progress Report
- Schedule "L" - Claim Report
- Schedule "M" - Final Report

constitute the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IN WITNESS WHEREOF, the Ministry and the Recipient have respectively executed and delivered this Agreement on the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister of Agriculture, Food and Rural Affairs
by:

Name: The Honourable Carol Mitchell Date
Title: Minister of Agriculture, Food and Rural Affairs

RECIPIENT'S NAME:
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

by:

Name:
Title:

Date

Affix
Corporate
Seal

Name:
Title:

Date

I/we have authority to bind the Recipient

[Faint, illegible text, likely bleed-through from the reverse side of the page]

[Faint, illegible text, likely bleed-through from the reverse side of the page]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

"Adjust the Financial Assistance" means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"Budget" means the Project budget set out in Schedule "D" (Budget) of this Agreement.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Cash Flow Report" has the meaning given to it in Section 6.1 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"Claim Report" has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"Claims Submission" has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"Communication Requirements" means the communication requirements set out in Schedule "I" (Communications Requirements) of this Agreement, or as directed by the Ministry from time to time.

"COMRIF Initiative" has the meaning given to it on the first page of this Agreement.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

“Contract” means a contract between a Recipient and a third party at arm’s length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a crown agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means March 30, 2011;

“Eligible Cost” has the meaning given to it in Section 3 of this Agreement and Schedule “C” (Eligible Costs) of this Agreement.

“End of Financial Assistance Date” means March 31, 2011.

“Environmental Contaminant” means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act*, the *Canadian Environmental Protection Act 1999*, the *Canadian Environmental Assessment Act*, the *Fisheries Act* (Canada) and the *Navigable Waters Protection Act* (Canada).

“Event of Default” has the meaning given to it in Section 15 of Schedule “A” (Definitions and Interpretation) of this Agreement.

“Expiration Date” means March 31, 2012.

“Federal Government” means Her Majesty the Queen in right of Canada.

“Federal Licensed Marks” has the meaning given to it in Section 6 of Schedule “G” (Federal Requirements) of this Agreement.

“Federal Maximum Financial Assistance” has the meaning set out in Schedule “F” (Financial Assistance) of this Agreement.

“Final Report” has the meaning given to it in section 6.3 of Schedule “A” (Definitions and Interpretation) of this Agreement.

“Final Report Date” means June 30, 2011.

“Financial Assistance” means the funds contributed by the Senior Government to be advanced by the Ministry to the Recipient pursuant to this Agreement.

"Fiscal Year" means the period beginning on April 1 of a year and ending on March 31 of the following year.

"Generally Accepted Accounting Principles" means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants, applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.

"Government of Ontario" means Her Majesty the Queen in right of Ontario.

"Infrastructure" means publicly or privately owned fixed capital assets in Ontario for public use or benefit.

"Licensed Marks" has the meaning given to it in Section 13 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"Local Government" means a "municipality" as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes in an unorganized township, but excludes municipalities having a population in excess of 250,000.

"Maximum Financial Assistance" has the meaning set out in Section 4.5 Schedule "A" (Definitions and Interpretation) of this Agreement and Schedule "F" (Financial Assistance) of this Agreement.

"Ministry" means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "F" (Financial Assistance) of this Agreement.

"OSTAR" means the Ontario Small Town and Rural Development Infrastructure initiative under the Canada-Ontario Infrastructure Program.

"P-Agreement" means the agreement entered into between the Ministry and the Recipient on July 21, 2006.

"Parties" means the Ministry and the Recipient collectively.

"Party" means either the Ministry or the Recipient, as the case may be.

"Payment Certifier" means a payment certifier as defined in subsection 1(1) of the *Construction Lien Act* (Ontario).

"Progress Report" has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

"**Project**" means the project described in Schedule "B" (Description of Project) of this Agreement.

"**Project Schedule**" means the schedule set out in Schedule "E" (Project Schedule (Milestones)) of this Agreement.

"**Recipient**" has the meaning given to it on the first page of this Agreement.

"**Senior Government**" means the Ministry and the Federal Government collectively.

"**Substantially Performed**" has the meaning set out in and shall be determined in accordance with subsection 2(1) of the *Construction Lien Act* (Ontario).

"**Total Eligible Costs**" has the meaning set out in Schedule "F" (Financial Assistance) of this Agreement.

1.2 Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.

1.3 Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

1.4 Statutes. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

1.5 Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

1.6 Ministry Approvals. Any reference to, or requirement for, the approval of the Ministry in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of the Ministry.

SECTION 2 TERM OF AGREEMENT

2.1 Retroactive effective date of Agreement. This Agreement shall be retroactively effective as of March 30, 2011.

2.2 Referential Incorporation of Certain Schedules From P-Agreement Into This Agreement. Schedules "B" (Description of the Project), "D" (Budget), "E" Project Schedule (Milestones)) and "F" (Financial Assistance) of the P-Agreement are referentially incorporated into this Agreement as they read immediately before this Agreement comes into effect.

2.3 Term of Agreement. Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the Effective Date, up to and including the Expiration Date.

2.4 End of Financial Assistance Date. Notwithstanding anything in this Agreement and regardless of the Project's state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

SECTION 3 ELIGIBLE COSTS

3.1 Eligible Costs. In order for a cost to be eligible for Financial Assistance pursuant to this Agreement (an "**Eligible Cost**"), the cost must be in accordance with Part C.1 of Schedule "C" (Eligible Costs) of this Agreement and be specifically identified in Schedule "D" (Budget) of this Agreement, except where otherwise expressly approved in writing by the Ministry. For greater certainty, where Schedule "B" (Description of the Project) of this Agreement identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible.

3.2 Discretion of Ministry. Subject to Section 3.1 of Schedule "A" (Definitions and Interpretation) of this Agreement, the eligibility of any items not listed in Schedule "C" (Eligible Costs) of this Agreement will be determined in accordance with Ministry policies and guidelines. The final eligibility of items claimed is at the sole discretion of the Ministry. The Recipient should consult with Ministry staff when in doubt over specific items prior to incurring costs.

3.3 Retention of Receipts. The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be available to the Ministry when requested and maintained by the Recipient for audit purposes.

3.4 Ineligible Costs. Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Part C.2.1 of Schedule "C" (Ineligible Costs) of this Agreement.

3.5 Deemed ineligible. The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.

3.6 Clarification. For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 Basis of payout of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "F" (Financial Assistance) of this Agreement.
- 4.3 Semi-Annual Reporting.** The Recipient is required to submit semi-annual cash-flow reports to the Ministry pursuant to Section 6.1 of Schedule "A" (Definitions and Interpretation) of this Agreement prior to the Ministry releasing any Financial Assistance.
- 4.4 Funds advanced.** If Financial Assistance is provided to the Recipient by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, shall be deemed to remain the property of the Ministry and must be held by the Recipient in trust for the Ministry in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with either a Progress Report or a Final Report must meet the requirements of this Section or Schedule "A" (Definitions and Interpretation) of that Agreement.
- 4.5 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance.
- 4.6 Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.7 Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" (Description of Project) of this Agreement in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

- 4.10 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.11 Goods and Services Tax or Harmonized Sales Tax.** The Financial Assistance is based on the net amount of goods and services tax or the harmonized sales tax (as the case may be) to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.12 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.13 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the Ministry may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A" (Definitions and Interpretation) of this Agreement.

SECTION 5

PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 Ministry not responsible for implementation.** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
- 5.3 Ministry not responsible for costs, etc.** The Ministry shall not be responsible for any costs associated with the operation, maintenance and repair of the Project nor for any claims, proceedings or judgments arising from the tender and bidding process.
- 5.4 Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.

- 5.5 Competitive process.** The Recipient shall acquire and manage all equipment, services and supplies required for the Project through a transparent, competitive process that ensures the best value for funds expended. For equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless the Ministry gives prior written approval and:
- a) the expertise the Recipient is purchasing is specialized and is not readily available; or
 - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 Competitive tender.** Except as otherwise approved in writing by the Ministry, all portions of the construction component of the Project (including materials and equipment) shall be competitively and openly tendered, in the opinion of the Ministry, to competent contractors capable of completing the construction component of the Project, and the Contract must be awarded to the lowest qualified bidder or, where the bid price is not the sole specified selection criterion, the highest ranked bidder.
- 5.7 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 and 5.6 of Schedule "A" (Definitions and Interpretation) of this Agreement and the requirements of this Section 5.7 of Schedule "A" (Definitions and Interpretation) of this Agreement, the requirements referenced in this Section 5.7 of Schedule "A" (Definitions and Interpretation) of this Agreement shall apply.
- 5.8 Long-term capital management plan.** The Recipient shall prepare and update annually thereafter a long-term capital asset management plan which outlines how the Recipient intends to meet its financial and other commitments for maintaining the Infrastructure on an ongoing basis, including plans to recover the full operating costs through service charges where appropriate. Upon request, the Recipient shall provide to the Ministry a copy of its then current long-term capital management plan.
- 5.9 Final claims.** The Recipient shall submit its final claims with the required documentation for approval, cost reviews, audits and settlement within three (3) months of completion of the Project and no later than the Final Report Date or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.
- 5.10 Commencement of Project.** The Recipient shall begin the Project within six (6) months after the date of this Agreement, failing which this Agreement may be terminated

pursuant to Section 15 of Schedule "A" (Definitions and Interpretation) of this Agreement.

5.11 Contracts. The Recipient shall ensure that all Contracts:

- a) are consistent, and do not conflict, with this Agreement;
- b) incorporate the relevant provisions of this Agreement to the extent possible;
- c) conform to all policies and procedures issued by the Senior Government for the COMRIF Initiative;
- d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with all applicable policies and procedures issued by the Government of Ontario;
- e) require that the parties thereto comply with all applicable legislation; and
- f) authorize the Ministry and the Federal Government to gather data, perform audits and monitor the Project as they see fit.

SECTION 6 REPORTING REQUIREMENTS

6.1 Cash Flow Report. The Recipient shall submit semi-annual reports for the Project to the Ministry on or before February 15th and August 15th of each Fiscal Year outlining the current cash flow and projections and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. For bridge infrastructure Projects, additional submissions may be required during the design phase of the Project, as described in Schedule "H" (Additional Provisions) of this Agreement.

6.2 Claims Submission. All Claim Submissions shall include the following reports:

1. Progress Report. The Recipient shall provide the Ministry with a report in the form set out in Schedule "K" ("Progress Report") of this Agreement that shall contain sufficient information to allow the Ministry to assess the progress of the Project. The Progress Report shall include:

- a) a detailed description of the progress of the Project to the date of the report;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;

- d) details of any variance from the Project, the Budget and/or the Project Schedule; and
- e) any other information respecting the Project that may be requested by the Ministry.

2. Claim Report. The Recipient shall provide the Ministry with a report in the form set out in Schedule "L" ("Claim Report") of this Agreement on the invoices received and paid for the Project as at the date of the payment request which shall contain sufficient information to allow the Ministry to assess the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and Milestones. The Claim Report shall include:

- a) an invoice summary, in the form prescribed by the Ministry;
- b) a list of the vendor from which the invoice was received;
- c) a description of the type of work performed for each invoice; and
- d) when requested, all original invoices and receipts for the Project.

6.3 Final Report. Within three months of the Project becoming Substantially Performed and no later than the Final Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "**Final Report**") for the Project to the Ministry in a form satisfactory to the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Report shall include:

- a) a detailed description of the Project as completed, including photographs;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a final unaudited financial statement showing Project expenditures and revenue, prepared by a qualified person;
- d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying that the Project has been Substantially Performed;
- e) an invoice summary, in the form prescribed by the Ministry;
- f) a final cost summary in the form appended as Schedule "M" (Final Report) of this Agreement ;
- g) when requested, all original invoices and receipts for the Project;
- h) details of any variance from the Project, the Budget and/or the Project Schedule; and

- i) any other information respecting the Project that may be requested by the Ministry, including, but not limited to, audited financial statements.

Upon receipt of the Final Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.

SECTION 7 RECORDS AND AUDIT

- 7.1 *Separate records.*** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for six (6) years after the final settlement of accounts referred to in Section 5.9 of Schedule "A" (Definitions and Interpretation) of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 *Provide records to Ministry.*** The Recipient shall provide to the Ministry, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and Consultants relating to the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as may be required by the Ministry, of the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s). Such material shall be provided to the Ministry and other ministries of the Government of Ontario as may be requested from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Government of Ontario, as applicable.
- 7.3 *External auditor.*** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A" (Definitions and Interpretation) of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts an audit pursuant to this section of the Agreement or otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.
- 7.4 *Information.*** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry and the Federal Government, their respective agents and employees, including the Ontario Provincial Auditor's Office, shall be allowed

access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.

- 7.5 Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1 Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 5.9 of Schedule "A" (Definitions and Interpretation) of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "**Allowable Financial Assistance**"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.

- 8.2 Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 of Schedule "A" (Definitions and Interpretation) of this Agreement made on the Project from financial assistance payable on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.

- 8.3 Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

SECTION 9 INSURANCE AND BONDING

9.1 Insurance. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry:

- a) Comprehensive general liability insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least the following policy endorsements:
 - (i) Her Majesty the Queen in right of Ontario as an additional insured for the purposes of the Project only;
 - (ii) cross liability;
 - (iii) contractual liability;
 - (iv) independent contractors;
 - (v) products and completed operations;
 - (vi) employer's liability and voluntary compensation;
 - (vii) thirty (30) day written notice of cancellation;
 - (viii) tenants legal liability (if applicable); and
 - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- b) All the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

9.2 Certificates of Insurance. Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement, the Recipient shall provide the Ministry with a valid certificate of insurance that references the Project, confirms the above requirements and identifies major exclusions in the policy.

9.3 Bonding. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement:

- a) a performance bond in the amount of 100% of the contract price for any construction Contract related to the Project and which is for an amount greater than one hundred and fifty thousand (\$150,000.00) dollars covering the

performance of that construction Contract and the correction of any deficiencies;
and

- b) a labour and material payment bond in the amount of 50% of the contract price for any construction Contract related to the Project and which is for an amount greater than one hundred and fifty thousand (\$150,000.00) dollars covering the payment for labour, material or both.

SECTION 10 INDEMNITY

10.1 Ministry not liable. In no event shall the Ministry be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents or Consultants, arising out of or in any way related to this Agreement or the Project; nor
- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or Consultants arising out of or in any way related to this Agreement or the Project.

10.2 Recipient to indemnify. The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

10.3 Further Indemnity. The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent

act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 TRANSFER AND OPERATION OF INFRASTRUCTURE

- 11.1 *Transfer of ownership.*** Unless otherwise agreed to by the Senior Government, the Recipient will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after Project completion.
- 11.2 *Repayment.*** In the event that at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with the Financial Assistance contributed under the terms of this Agreement, other than to Canada, Ontario, a Local Government, or a Crown corporation of Ontario that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay the Senior Government, on demand, a proportionate amount of the Financial Assistance, as follows:

Where asset is sold, leased, encumbered or disposed of:	Return of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

- 11.3 *Notice.*** At any time during the ten (10) years following the date of completion of the Project, the Recipient agrees to notify the Ministry in writing of any transaction triggering the above-mentioned repayment, at least one hundred eighty (180) days in advance.
- 11.4 *Deduction from Financial Assistance.*** The Ministry may deduct the amount of Financial Assistance to be repaid under Section 11.2 of Schedule "A" (Definitions and Interpretation) of this Agreement from Financial Assistance payable on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future).
- 11.5 *Infrastructure Operation.*** The Infrastructure established with the Financial Assistance from the Ministry shall be used, maintained and operated for a period of at least one half of the expected useful life of the asset after the completion of the Project as set out in Schedule "H" (Additional Provisions). Any contravention of this provision shall give the Ministry the right to Adjust the Financial Assistance.

SECTION 12 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 12.1 *No conflict of interest.*** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not

engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Her Majesty the Queen in right of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.

12.2 *Disclose potential conflict of interest.* The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

12.3 *Freedom of Information and Protection of Privacy Act.* The Recipient acknowledges that the Ministry is bound by the provisions of the Act.

SECTION 13 COMMUNICATION AND RECOGNITION

13.1 *Licensed Marks.* The Recipient acknowledges that Her Majesty the Queen in right of Canada and Ontario is, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with COMRIF (all such current and future marks, being the "Licensed Marks").

13.2 *Acknowledgement in advertising and publicity.* The Recipient agrees to acknowledge the Financial Assistance of the Senior Government to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements.

13.3 *Use of Licensed Marks.* In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:

- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements set out in Schedule "I" (Communications Requirements) of this Agreement and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the COMRIF Management Committee. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks.
- b) the Recipient agrees to submit to the COMRIF Joint Secretariat copies of any advertisements or promotional materials containing the Licensed Marks for approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element that the COMRIF Joint Secretariat may from time to time upon reasonable notice designate;

- c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the COMRIF Joint Secretariat and upon the direction of the COMRIF Joint Secretariat express disclaimers to that effect; and
- d) the Recipient agrees to promptly inform the COMRIF Joint Secretariat of any suspected infringement of any Licensed Marks by a third party.

13.4 Cease using Licensed Marks. Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the COMRIF Joint Secretariat, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

13.5 Indemnity. The Recipient hereby indemnifies the Government of Ontario against any and all claims for death, illness, personal injury, property damage, improper business practices, or loss of any kind where such claims are in whole or in part premised upon the Recipient's use of the Licensed Marks.

SECTION 14 COVENANTS, REPRESENTATIONS AND WARRANTIES

14.1 Covenants, representations and warranties. The Recipient covenants, represents and warrants to the Ministry that:

- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
- b) it has the authority and any necessary approval to enter into this Agreement and to carry out its terms and conditions;
- c) it has or will apply for all permits, approvals and licenses which are required in order to carry out the Project, including all permits, approvals and licenses required under the Environmental Laws;
- d) its validity exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;
- e) where applicable, it has passed by-laws required to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws;
- g) it owns or has a long-term lease (inclusive of renewals) for the lands on which the Infrastructure is or will be located that expires no earlier than ten (10) years following Project completion;

- h) provided that the Recipient is not a municipality or a Crown Agency,
 - (i) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada),
 - (ii) is either a corporation, a partnership or a sole proprietorship validly in existence, and
 - (iii) is registered and qualified to do business wherever necessary to carry out the Project;
- i) it has the experience, financial health and ability to carry out this Project;
- j) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- k) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in Right of Ontario or a Crown Agency towards any aspect of the Project. Notwithstanding the foregoing, the Recipient may use funds received from the Northern Ontario Heritage Fund for the purposes of carrying out the Project; and
- l) all information provided during the COMRIF Initiative application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the Project, Project Budget and Project Schedule are as set out herein.

14.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 15 DEFAULT, ENFORCEMENT AND TERMINATION

15.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the Recipient in this Agreement or any certificate delivered to the Ministry pursuant to this Agreement is materially untrue in any respect;

- c) if an order is made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion a material adverse change occurs such that the viability of the Recipient as a going concern is threatened;
- g) if in the opinion of the Ministry the Recipient ceases to operate;
- h) if, in the opinion of the Ministry, the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry, are beyond the control of the Recipient;
- i) if the Recipient has submitted false or misleading information to the Ministry; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 12 of Schedule "A" (Definitions and Interpretation) of this Agreement.

15.2 Waiver. The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.

15.3 Remedies on default. Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within thirty (30) days or such period of time as the Ministry may consent to in writing:

- a) the Ministry shall have no further obligations to provide any Financial Assistance for the Project;

- b) the Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
- c) the Ministry may avail itself of any of its legal remedies that it may deem appropriate.

15.4 Additional remedies. In addition to the remedies described in Section 15.3 of Schedule "A" (Definitions and Interpretation) of this Agreement, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

15.5 Termination without cause. Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination provided that the Recipient provides a report to the Ministry that meets the requirements of a Progress Report. Such report must be received by the Ministry within three (3) months of notice of termination being given to the Recipient pursuant to this Section.

SECTION 16 NOTICE

16.1 Notice. Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "H" (Additional Provisions) of this Agreement or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any

demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

- 16.2** *Representatives.* The individuals identified pursuant to Section 16.1 of Schedule "A" (Definitions and Interpretation) of this Agreement will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 17 MISCELLANEOUS

- 17.1** *Terms binding.* The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7.4 of Schedule "A" (Definitions and Interpretation) of this Agreement.
- 17.2** *Time of the essence.* In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision. The Ministry shall not be liable for any liquidated damages as a result of working days extensions.
- 17.3** *Successors and assigns.* This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 17.4** *Severability.* The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5** *No waiver.* The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6** *Division of Agreement.* The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7** *Governing law.* This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8** *Survival.* The following schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance),

Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Transfer and Operation of Infrastructure), Section 12 (Conflict of Interest and Confidentiality), Section 13 (Communications and Recognition), Section 14 (Covenants, Representations and Warranties), Section 15 (Default, Enforcement and Termination), Section 5.8 (Long-term capital management plan) and Section 17.11 (Interest) of Schedule "A" (Definitions and Interpretation); Schedule "G" (Federal Requirements); Schedule "H" (Additional Provisions); and Schedule "I" (Communications Requirements – as it relates to the Recipient's obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque).

- 17.9 No assignment.** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.
- 17.10 No amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 Recipient cannot represent the Senior Government.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

17.15 Cooperation. The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.

17.16 Data. The Recipient agrees that the Ministry may, in its sole discretion, gather and compile data required under this Agreement and disclose such data to the Federal Government.

17.17 Priority. Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A" (General Terms and Conditions), Schedule "C" (Eligible Costs), Schedule "B" (Description of the Project) and all other schedules.

17.18 Joint authorship of Agreement. The Parties shall be considered joint authors of this Agreement and no provisions shall be interpreted against one Party by the other Party because of authorship.

– End of General Terms and Conditions –

SCHEDULE "C"
ELIGIBLE COSTS

C.1 ELIGIBLE COSTS

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs may only include:

- a) Costs incurred after November 15, 2004 (in respect of a non-OSTAR carry-over Project) **OR** Costs incurred after May 6, 2004 (in respect of an OSTAR carry-over Project), and no later than March 31, 2011, as the case may be;
- b) The capital costs of acquiring, constructing or renovating a fixed capital asset;
- a) The costs incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing, or construction of the Project Infrastructure asset and related facilities and structures;
- b) The costs of environmental assessments, consisting of the engineering costs directly related to implementing the preferred solution selected under the environmental assessment process, required to undertake the Project Infrastructure, and follow-up investigations, as required by the *Canadian Environmental Assessment Act* and the *Environmental Assessment Act (Ontario)*;
- c) The costs of any public announcement and official ceremony, or of any temporary or permanent signage, as set out in this Agreement;
- d) The costs of bridge inspection reports incurred after November 15, 2004, that are completed in respect of the Project in accordance with the Ontario Structure Inspection Manual; and
- e) Other costs that are direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Ministry.

C.1.3 The cost of the Recipient's employees or equipment may be included in its Eligible Costs if:

- a) The Recipient is a rural or isolated Local Government;

- b) The Recipient satisfies the Ministry that it is not economically feasible to tender a Contract;
- c) Employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- d) Approved in advance and in writing by the Ministry.

C.2 INELIGIBLE COSTS

C.2.1. Notwithstanding any other provision in this Schedule other than C.1.3, costs related to the following are not eligible:

- a) Costs incurred before November 15, 2004 (in respect of a non-OSTAR carry-over Project) **OR** Costs incurred before May 6, 2004 (in respect of an OSTAR carry-over Project), and costs incurred after March 31, 2011 as the case may be;
- b) Services or works that, in the opinion of the Ministry, are normally provided by the Recipient or a related party;
- c) Salaries and other employment benefits of any employees of the Recipient;
- d) Overhead costs, direct or indirect operating or administrative costs and, more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- e) Costs of feasibility and planning studies;
- f) Taxes for which the Recipient or a Third Party is eligible for a tax rebate, and all other costs eligible for rebates;
- g) Costs of land or any interest therein, and related costs;
- f) Financing charges and interest costs;
- g) Cost of leasing of equipment by the Recipient;
- h) Costs related to an increase in the need for services attributable to new residential development;
- k) Legal fees; and
- l) Routine repair and maintenance costs.

SCHEDULE "D"
BUDGET

This Schedule referentially incorporates the Schedule "D" (Budget) from the P-Agreement as it read immediately before this Agreement comes into effect.

SCHEDULE "E"
PROJECT SCHEDULE (MILESTONES)

This Schedule referentially incorporates the Schedule "E" (Project Schedule (Milestones)) from the P-Agreement as it read immediately before this Agreement comes into effect.

SCHEDULE "F"
FINANCIAL ASSISTANCE

This Schedule referentially incorporates the Schedule "F" (Financial Assistance) from the P-Agreement as it read immediately before this Agreement comes into effect.

SCHEDULE "G"
FEDERAL REQUIREMENTS

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from the Federal Government. Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any other funding received from the Federal Government towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, servants, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, servants, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in right of Canada.
6. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to COMRIF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of

Section 13 (Communication and Recognition) of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

7. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
8. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
9. All of the provisions of this Schedule "G" (Federal Requirements) of this Agreement shall survive the expiration or early termination of this Agreement.
10. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
11. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.

SCHEDULE "H"
ADDITIONAL PROVISIONS

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A" (General Terms and Conditions) of this Agreement hereto, notice can be given at the following addresses:

(a) If to the Ministry:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Geulph, ON
N1G 4Y2

Phone: 1-866-306-7827
Fax: (519) 826-4336

(b) If to the Recipient:

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

2. Other provisions:
3. Other Reporting Requirements: [e.g. bridge requirements]
4. Useful Life of Project Infrastructure: [i.e. no. of years]

SCHEDULE "I"

COMMUNICATIONS REQUIREMENTS

Unless specified otherwise in Schedule "G" (Federal Requirements) of this Agreement, for the purposes of this Schedule "I" (Communications Requirements) of this Agreement, the Recipient shall follow these communications requirements.

Purpose of Schedule

This Schedule describes the Recipient's responsibilities and financial obligations involved in the joint communications activities and products for the Project to recognize the contributions of the Senior Government and the Recipient.

General Principles

The Recipient will work with COMRIF officials and other partners to undertake communication activities ensuring equal recognition of all parties making a significant financial contribution to the Project.

All ceremonies, events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by COMRIF Joint Secretariat from time to time.

All parties making a significant financial contribution to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into announcements, ceremonies, signs and plaques unless the COMRIF Joint Secretariat provides otherwise.

All announcements and ceremonies will be organized jointly with equal participation from all parties making a significant financial contribution to the Project.

Both official languages will be used for public information, signs and plaques in accordance with Canada's language standards for Projects.

Signs and Plaques

The Recipient must comply with the COMRIF style guide when designing all signs and plaques as set out below:

- COMRIF style guide and digital templates are available from the COMRIF website at www.comrif.ca. For more information, please contact the COMRIF Joint Secretariat at 1-866-306-7827.

The Recipient will ensure that proofs of all Project signs and plaques are reviewed by the COMRIF Joint Secretariat before installation.

Responsibilities

The Recipient is responsible for producing and erecting Project signs to communicate the nature of the Project and the involvement of the Senior Government and the Recipient. Project signage will be erected at all sites, facilities, etc. where the Financial Assistance is being used, as negotiated with the COMRIF Joint Secretariat.

The Recipient shall erect signs and install plaques as directed by this Schedule. The relevant standards and procedures are outlined in the following paragraphs.

External Project Signs (Temporary)

- External Project Signs (at least 120cm high x 240cm wide / four feet high by eight feet wide) are required where the Maximum Financial Assistance exceeds \$100,000, the Project is underway and where the duration of the Project is longer than three months. Larger signs (240cm high by 480cm wide / eight feet high or sixteen feet wide) are required where the Maximum Financial Assistance exceeds \$1,000,000, where the Project is under way and where the duration of the Project is longer than six months.
- External Project signs will follow the approved design and guidelines outlined in the COMRIF style guide. These guidelines provide specifications such as the required positioning of government logos and those of its public and/or private sector partners, as appropriate.
- Both official languages will be used for public information, signs and plaques when required by Canada's language standards for Projects.
- The Recipient will submit proofs via e-mail or fax of the external Project signs to the COMRIF Joint Secretariat for approval.
- The Recipient will oversee the manufacture of the sign and ensure that the selected location of the sign does not restrict access, pose any hazard or interfere with facilities and services (e.g. electrical systems, drainage, etc.).
- The Recipient will ensure that the Project signs are erected in prominent locations at the Project site as soon as possible after the execution of this Agreement and no later than 10 days after the start of construction. Erected signs should be maintained for up to 30 days following Project completion. The Recipient will arrange for sign removal and re-cycling following the 30-day period.
- Signs should be freestanding, securely assembled and erected, away from other distracting signs. No other sign, including those of design and/or engineering firms and/or contractors involved with the Project, should be attached to the Project sign.
- The Recipient is responsible for sending to the COMRIF Joint Secretariat, within 30 days of receipt of the COMRIF approval of design proofs, a photograph (digital or otherwise) that portrays the erected sign in relation to the Project.
- Where the Maximum Financial Assistance does not exceed \$100,000, the Recipient may, at its option, install a sign (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

Plaques (Permanent)

- Upon completion of a Project where the Maximum Financial Assistance exceeds \$500,000, the Recipient will install a permanent plaque using acrylic, photo sublimation, cast aluminium or cast bronze. If the Maximum Financial Assistance exceeds \$1,000,000, the Recipient will install a permanent plaque using cast aluminium or cast bronze.
- Permanent plaques may follow the design outlined in the COMRIF style guide or use a style suited to the building, provided all governments and partner logos are included.
- Costs for plaques will be part of the Project's Eligible Costs in accordance with this Schedule.
- The Recipient will submit proofs of the plaques to the COMRIF Joint Secretariat for approval.
- Both official languages will be used for public information, signs and plaques when required by Canada's language standards for Projects.
- Upon completion of a Project where the Maximum Financial Assistance does not exceed \$500,000, the Recipient may, at its option, install a permanent plaque (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

Eligible Costs

External Project Signs (Temporary)

Small sign: 120 cm high by 240 cm wide/4 feet by 8 feet

Installation – 1,000
TOTAL **\$2,250**

Large sign: 240 cm high x 480 cm wide/8 feet by 16 feet

Installation – 2,000
TOTAL **\$4,250**

Plaques (Permanent)

Plaque: 71 cm high x 45.7 cm wide/28 inches high by 18 inches wide

Cast Bronze \$2,500 for one colour

Cast Aluminum \$2,000 for up to three colours

Engraved Acrylic \$1,500 for up to three colours

Embedded Acrylic \$400 for up to three colours

Photo Sublimation \$100 for up to three colours

Announcements and Ceremonies

Senior Government, in cooperation with the Recipient, is responsible for organizing the Project approval announcement. Milestone events, such as ground-breakings and ribbon-cuttings, will be organized by the Recipient, in cooperation with the Senior Government. All governments must be equally represented at all events.

When asked by elected representatives or designated officials from the Senior Government, the Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of participants from all levels of government. The Senior Government will consider announcing Projects by news release only when scheduling conflicts prevent announcing Project approval through a local event within 45 days of final approval by the Senior Government.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders as early as possible, and in consultation with the Senior Government, prior to the event.

After the participants, date and location have been determined, the Recipient should send out invitations to all guests.

Where appropriate, the Recipient should invite the general public by posting notices in public areas, such as post office and libraries or by placing public service announcements in the local media.

All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from the Governments of Canada and Ontario under COMRIF.

The Recipient could arrange for light refreshments to be served after the event, for example coffee, tea, juice, donuts and muffins.

The Recipient will have an opportunity to provide input into the agenda, news release, etc. and will receive final copies.

To ensure the COMRIF visual identity is visible at all events, a COMRIF backdrop and/or lectern sign will be provided to the Recipient for the event. Federal, provincial and municipal flags should also be on display at all COMRIF events.

Responsibilities

The Recipient will:

- make all local arrangements (e.g., podium, flags as appropriate, seating for speakers, shovels for ground-breaking ceremonies or ribbon for opening ceremonies, etc.) if required;
- produce invitation and guest list and distribute invitations;
- display Project material;

- choose a Master of Ceremonies, if required;
- arrange for refreshments if desired; and,
- arrange for a public address system if appropriate.

Eligible Costs

A portion of a recommended event (sod turning, plaque unveiling, ribbon-cutting, official opening) will be funded in accordance with this Agreement. In order for a cost to be considered an Eligible Cost for the purposes of this Schedule, COMRIF Joint Secretariat must pre-approve the budget related to the event. No more than \$750 of Eligible Costs will be considered.

Only costs associated with events recommended by the Senior Government will be considered Eligible Costs.

The Project may be of such regional or provincial significance that it warrants a major event (such determination to be made by the COMRIF Joint Secretariat, in its sole discretion). If this is the case, specific Project budgets above \$750 in Eligible Costs may be permitted with the prior approval of the COMRIF Management Committee.

For the purposes of announcements and ceremonies, Eligible Costs include the following:

- Printing and mailing invitations
- Refreshments*
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
 - flagpoles
 - stage
 - chairs
 - podium
 - PA system

*Only light refreshments such as coffee, tea, juice, donuts, muffins will be considered Eligible Costs.

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

Schedule "J" - Cash Flow Report

Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF)

DATE:	
MUNICIPALITY:	
PROJECT NO:	
CONTACT NAME:	
CONTACT PHONE:	
CONTACT EMAIL:	

ACTUALS	
Enter the actual costs incurred from project initiation up to December 31, 2010:	\$ -

PROJECTIONS	January - March	April - June	July - September	October - December
2011*				
			Total Forecasted:	\$ -

Actual:	\$ -
Forecasted:	\$ -
Total	\$ -

NOTE:

1. Please complete this expenditure report based on actual and projected expenditures. Costs are to be identified in the quarter that have been or will be incurred (rather than when they are to be paid)
2. Please only include **Net Eligible Costs** -- total eligible costs minus GST/HST rebate amounts.
3. Expenditure Forecast should not exceed total eligible costs as identified in Schedule F of the Contribution Agreement
4. This report is required on August 15th and February 15th of every year until the project is complete.
5. Information that is highlighted in green is formula driven and will auto-populate.

SCHEDULE "K"
PROGRESS REPORT



Canada – Ontario Municipal Rural Infrastructure Fund (COMRIF)
Fonds sur l'infrastructure municipale rurale Canada-Ontario

Progress Report
Rapport sur l'état d'avancement des travaux

Report # / Rapport n° _____ of / de _____ File # / Dossier n° _____

Project Start Date / de début du projet : _____

Project End Date / Date de fin du projet : _____

Local Government Name / Nom de la municipalité : _____

Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés : _____%

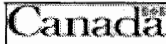
Detailed Description / Description détaillée :

Communications Requirements / Besoins en matière de communication :

Issues / Points à souligner :

Signature / Signature: _____ Date / Date: _____

**SCHEDULE "M"
FINAL REPORT**



Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Final Project Report
Rapport de projet final du Programme Fonds sur l'infrastructure municipale rurale Canada-Ontario (FIMRCO)
 ONTARIO SMALL TOWN AND RURAL (OSTAR) DEVELOPMENT INFRASTRUCTURE INITIATIVE
 INITIATIVE DÉVELOPPEMENT DES COLLECTIVITÉS RURALES ET DES PETITES LOCALITÉS DE L'ONTARIO

Part 1 - Project Information / Partie 1 - Information sur le projet

Municipality/Municipalité

File Number/Numéro de dossier

Project Name/Nom du projet

Eligible Project Cost/Coût admissible du projet

Total Project Cost/Coût total du projet

Authorized Official / Responsable autorisé(e)

Name/Nom: _____ Date/Date: _____

Title/Titre: _____

I certify that the named project has been completed in accordance with the provincial - municipal agreement and that, where applicable, all identified environmental mitigation measures have been satisfactorily addressed and that supporting invoices and receipts are available for audit, if required.

J'affirme par le présent que le projet nommé a été terminé conformément à l'accord provincial-municipal et que, le cas échéant, toutes les mesures d'atténuation environnementales nommées ont été satisfaites de façon adéquate et que les factures et documents d'appui sont disponibles à des fins de vérification.

Signature/Signature: _____

Part 2 - Final Report Information / Partie 2 - Information du rapport final

Breakdown of Project Costs (Categories as per Schedule 2 of Application) / Répartition des coûts du projet (Catégories selon l'annexe 2 de la demande)			
Preliminary Engineering / Conception préliminaire	E	GROSS PROJECT TOTAL / PROJET BRUT TOTAL	\$
Engineering / Ingénierie	\$	Less G.S.T. Rebate / Moins remboursement de la T.P.S.	\$
Construction / Construction	E	NET PROJECT TOTAL / PROJET NET TOTAL	\$
Project Management / Gestion de projet	\$		
Surveys / Sondages	E	Project Start Date / Date du début du projet	
Miscellaneous / Divers	\$	Project Completion Date / Date de la fin du projet	
	P.S.T. / T.V.P.		
	G.S.T. / T.P.S.		

continue at top of next side - part 2 / suite de la partie 2, en haut à droite

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

BY-LAW NUMBER 31-11

**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 APRIL
18, 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 April 18, 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 18TH DAY OF APRIL, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, April 19, 2011	Water/Sewer Committee	8:30 a.m.
Tuesday, April 19, 2011	Works Committee	10:00 a.m.
Tuesday, April 19, 2011	Fire Committee	7:00 p.m.
Wednesday, April 20, 2011	Building/Property Committee	9:00 a.m.
Wednesday, April 20, 2011	Economic Development Committee	4:30 p.m.
Monday, May 2, 2011	Public Meeting (R. Martin)	7:00 p.m.
Monday, May 2, 2011	Committee of Adjustment (Moody)	7:15 p.m.
Monday, May 2, 2011	Committee of Adjustment (Strathcona Village)	7:30 p.m.
Monday, May 2, 2011	Regular Council	7:00 p.m.
Monday, May 16, 2011	Regular Council	7:00 p.m.
Tuesday, May 17, 2011	Fire Committee	7:00 p.m.
Wednesday, May 18, 2011	Economic Development Committee	4:30 p.m.

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

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

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