



Township of Wellington North

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

Regular Meeting of Council

Monday, May 2, 2011

Following Committee of Adjustment

Council Chambers, Municipal Office, Kenilworth

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- Mayor Tout	
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AGENDA ITEM	PAGE NO.
<p><u>ITEMS FOR COUNCIL'S INFORMATION</u> (continued)</p> <p>Grand River Conservation Authority</p> <ul style="list-style-type: none">- Resolution supporting the Township of Melancthon's request for an extension of the date for final comments with respect to The Highland Companies application under the Aggregate Resources Act <p>Maitland Valley Conservation Authority</p> <ul style="list-style-type: none">- Board of Directors Meeting #3/11, March 16, 2011- Maitland Source Protection Authority Meeting #1/11, January 26, 2011	
<p><u>ANNOUNCEMENTS</u></p>	
<p><u>CULTURAL MOMENT</u></p>	
<p><u>CLOSED MEETING SESSION</u></p> <p>1. "Legal and Personnel" Matters pertaining to:</p> <ul style="list-style-type: none">- litigation or potential litigation affecting the municipality- the receiving of advice that is subject to solicitor/client privilege- labour relations or employee negotiations	
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TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 18, 2011

The Public Meeting was held Monday, April 18, 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: Mark Van Patter

Mayor Tout called the meeting to order.

Declaration of Pecuniary Interest:

None declared.

**Owner/Applicant: Mervin Ireland, Rose-Marie Ireland,
Lorne Ireland and Teresa Ireland**

THE LOCATION OF THE SUBJECT LAND is described as 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.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 18, 2011

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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 29th, 2011.
2. Presentations by:

Mark Van Patter, Planner, reviewed correspondence from Linda Redmond, Planner dated April 14, 2011.

The purpose 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 subject lands are designated PRIME AGRICULTURE and CORE GREENLANDS. Policy 6.4.4 of the County Official Plan permits home businesses in Prime Agricultural Areas provided they are compatible with and would not hinder surrounding agricultural uses. Small-scale home businesses are generally intended to supplement farm incomes and provide services in agricultural areas. Home businesses may include home industries small in scale with a limited number of employees, and minimal off-site impacts. The intention is to allow businesses which supplement farm income or provide services in agricultural areas. The Plan and the Provincial Policy Statement direct most industrial and commercial uses to Hamlets or Urban Centres.

The subject property is zoned site specific Agriculture (A-50). The site specific zoning permits a contractors yard and safety inspections of vehicles associated with the contractor's yard. The applicants would like to allow inspections of vehicles from the general public. The Planning Department would have no concerns with this expansion.

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TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, April 18, 2011

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3. Review of Correspondence received by the Township:
 - Pasquale Contanzo, Wellington County Engineering Services
- No objection
 - Grand River Conservation Authority
- No objection

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.

None

7. Adjournment 7:05 p.m.

C.A.O./CLERK

MAYOR

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

REGULAR MEETING OF COUNCIL

Monday, April 18, 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
Director of Public Works: Barry Trood**

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 18, 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 18, 2011

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E. MINUTES

1. Public Meeting, April 4, 2011
2. Regular Meeting of Council, April 4, 2011

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on April 4, 2011 be adopted as circulated.

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

1. County of Wellington Planning and Development Department
 - Comments for Consent Application B53/11

Council supported the application with the following conditions:

- 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
- that the Owner satisfy the requirements of the local municipality in reference to parkland dedication
- must abide by the Township Entrance Policy
- that safe driveway access can be provided to the retained parcel to the satisfaction of the local municipality
- that the remains of the barn and any manure storage facilities on the severed parcel be removed to the satisfaction of the local municipality

**THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

Monday, April 18, 2011

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F. BUSINESS ARISING FROM MINUTES

2. Wellington County Active Transportation Committee
- Appointment of Representative from Township of Wellington North and Contribution of \$3,000.00

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North appoint Linda Spahr as Township of Wellington North representative to the Wellington County Active Transportation Committee;

AND FURTHER THAT Council authorize a contribution in the amount of \$3,000.00 to the Wellington County Active Transportation Committee from 2011 Budget Recreation – Programs.

Resolution Number: 3

Carried

G. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS

1. Scott Smith, Inspector, Detachment Commander, Wellington County Detachment
Re: - Presentation on Community Policing and Crime Statistics 2010

Inspector Smith appeared before council to present the Wellington North Crime Statistics 2010 report on community policing. Overall the calls for service in Wellington North are down from the past three year average. Robberies are a direct result of youths and young adults looking for narcotics from drug stores. Property crimes were down across the County in 2010; however items are continually stolen from cars and lawns. The OPP encourage people to lock up their property. Domestic violence is up from the three year average. The economy is a contributing factor as many people argue about money. Not all calls are criminal as some are just verbal arguments. Charges are laid where there are criminal allegations. Impaired driving charges were down in 2010; however they are up in the first quarter of 2011.

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**THE CORPORATION OF THE
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G. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

1. Scott Smith, Inspector, Detachment Commander, Wellington County Detachment
Re: - Presentation on Community Policing and Crime Statistics 2010
(continued)

The number of traffic fatalities dropped and overall property crime dropped. The decreased in Wellington North are more significant than in other parts of the County.

Inspector Smith explained Ontario's Mobilization & Engagement Model of Community Policing. Areas where the community and police work together work best. There are various levels that the community could be involved in. A high level of police involvement is found mostly in cities. Community mobilization and crime prevention is a grass roots initiative. This involves actions and initiatives that police take to motivate and support neighbours to deal more effectively with the root causes of crime and insecurity in their neighbourhoods. Community safety and consultation encourages safer communities. Community policing is the process by which police and other community members partner to improve community wellbeing, safety and security through joint problem identification, analysis, response and evaluation. There is a group in Arthur offering a variety of programs and there has been some interest in forming a group in Mount Forest. Social development programs help prevent crime. Contributing factors or risk factors of crime include poverty, mental health, unemployment or under employment, education, parenting and socialization.

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

1. Scott Smith, Inspector, Detachment Commander, Wellington County Detachment
Re: - Accident Scene Solicitation By-law

In many areas throughout the GTA many tow operators are scanning the area and are trying to solicit business. This is starting to happen in this area. Inspector Smith made reference to the letter from Susan Fielding, a Councillor with Township of Puslinch, outlining her experience with her car being towed to a yard north of Toronto after an accident. Four municipalities have passed the by-law and two others asked for an amendment to section 2.2 regarding the number of tow trucks. The by-law is intended to keep people from soliciting business at an accident scene. They can offer aid but not solicit and must leave when asked to do so. This by-law does not create a monopoly for the Wellington County Tow Group. The by-law was presented to them for support because they represent about two thirds of the tow operators in the County. Registered owners are given the option of who tows their vehicle. The only time police make the decision is when a vehicle needs to be moved quickly or the driver is unable to make the decision. Each cruiser has a list of all tow operators, not just the tow group. If tow operators want to be added to the list they just have to call.

2. Susan Fielding, Councillor, Township of Puslinch
Letter of support for Accident Scene Solicitation By-law

**THE CORPORATION OF THE
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G. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

3. Roy Loveless, Independent Tow Truck Operator
Re: Accident Scene Solicitation By-law, not in support of by-law

Mr. Loveless is an up and coming tow truck operator who operates as a first responder. He travels the roads looking for those in need of assistance. He had been asking municipalities to drop the by-law but now believes an amendment would be better. The Highway Traffic Act, Section 171 prevents soliciting. The operation of the tow group is part of his opposition to the by-law. If there are sufficient tow trucks on the scene he cannot stop to offer assistance. He would have to park his truck 200 metres away and walk to the scene to offer first aid if needed. Mr. Loveless felt that 200 metres is a bit extreme, but that is what is stated in the Highway Traffic Act. At a recent accident scene he was told by a police officer that they only use the tow association to tow vehicles. Independent operators are not out to rip off the public. In reference to Mrs. Fielding's letter, her accident did not happen in Wellington County and we can't control what happens outside of the County. Mr. Loveless questioned why this by-law is needed or why there haven't been any charges under the Highway Traffic Act in regards to solicitation. The terms pirates or chasers are demeaning to first responder tow operators.

Councillor Yake commented that most people would be more comfortable with a police officer, fire fighter or ambulance attendant as a first responder, not a tow truck driver.

Mayor Tout commented that a first responder would be considered as a professional and would have to meet insurance and training requirements. He expressed concern that someone without the training that police, fire and ambulance acting as a first responder. Everybody has their job for a reason.

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

3. Roy Loveless, Independent Tow Truck Operator
Re: Accident Scene Solicitation By-law, not in support of by-law
(continued)

Mr. Loveless stated that there are no stipulations by the Province regarding training. Tow operations are self regulating and need to have insurance of a minimum of \$2,000,000 per truck and workers compensation. Due diligence would be to look after the people first. First Aid training helps in deciding what to do. If doesn't seem right to ask someone helping a victim to move their tow truck because it is less than 200 metres away from the scene. He would like to see an addition to the by-law so that towers can park at the scene and offer assistance. The Highway Traffic Act amendments were to stop many tow trucks from showing up at a scene.

4. Steve Rainey, President, Ontario Federation of Independent Towers
Correspondence received regarding Accident Scene Solicitation By-law, not in support of by-law.
5. Paul Howatt, Wellington County Tow Group
Re: Support for Accident Scene Solicitation By-law

Mr. Howatt stated that this by-law will eliminate towers from outside of the County from towing vehicles to outside of the County. The by-law is about consumer protection and safety.

6. Trevor Roberts, Trevor Roberts Auto Repair & Towing
Re: Support for Accident Scene Solicitation By-law

Mr. Roberts has owned a repair garage in Arthur since 1995 and has worked in the auto industry since 1983. He considers himself as a last responder. The by-law is about consumer protection. He has two tow trucks and a secure impound yard that is properly zoned. His trucks have his name and phone number on them, unlike many of the independent operators. It would not be unrealistic to ask that all tow operators meet certain criteria.

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**THE CORPORATION OF THE
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G. DELEGATIONS, DEPUTATIONS, PETITIONS AND PRESENTATIONS
(continued)

6. Trevor Roberts, Trevor Roberts Auto Repair & Towing
Re: Support for Accident Scene Solicitation By-law

The Wellington County Tow Group has nothing to do with the OPP but they are in favour of the by-law. They meet once a month to talk about business, training, equipment and how to make business better for everyone. Some are just towing companies, some have auto body shops and some have repair garages. The group is divided into 4 zones. If they are called by the police they are supposed to show up in 30 minutes but try to be there in 20. They have an account with Extend Communications. There is one number that the police call to their dispatch. Dispatch then determines who is the closest and call an operator within the zone. There have been chasers in the south and in Dufferin and there are operators west of Wellington County wanting to tow here.

7. Bob Goodliffe, Bob's Towing
Re: Support for Accident Scene Solicitation By-law

Mr. Goodliffe appeared before Council on behalf of Bob's Towing, not the tow group. He is in favour of the by-law and feels that the only people that against the by-law are those trying to rip off people. He is not a first responder and owns several tow trucks with his business name on them. Chasers don't have their names on their trucks and often have hidden towing equipment. Many municipalities have passed similar by-law to protect the public from solicitation at an accident scene. He has yet to hear a peer of his say they are against this by-law. Mr. Goodliffe was president of the tow group from 1986 to 2004, during which time Scott Mooney joined the group and then gave false information to the police. Mr. Mooney represents the chasers and is no longer in business. The by-law doesn't prohibit these operators from towing in Wellington County it prevents them from soliciting business at an accident scene. This by-law says nothing about the tow group. It is a solicitation by-law. Chasers are not interested in anything else but the accidents.

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

REGULAR MEETING OF COUNCIL

Monday, April 18, 2011

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

1. Arthur Area Fire Department
 - March 2011 Fire Report
 - March 2011 Fire Prevention Officer's Report

Moved by: Councillor Goetz

Seconded by: Councillor Burke

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

Resolution Number: 4

Carried

2. Mount Forest Fire Department
 - March 2011 Fire Report
 - March 2011 Fire Prevention Officer's Report

Moved by: Councillor Goetz

Seconded by: Councillor Burke

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

Resolution Number: 5

Carried

3. Recreation & Culture Committee
 - Minutes, April 5, 2011

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on April 5, 2011.

Resolution Number: 6

Carried

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**THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

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

4. Works Committee
- B.M. Ross and Associates Limited
 - Tender results for 2011 Deck Repairs to White Bridge
Hwy 89 Connecting Link, Mount Forest

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North award the tender for the repairs to White Bridge, Highway 89, Connecting Link, Mount Forest to Theo Vandenberg Construction at the tendered cost of \$360,588.65 plus applicable taxes, as recommended by B.M. Ross and Associates Limited.

Resolution Number: 7

Carried

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

1. Ministry of Transportation
Re: 2011 Highway Connecting Link Allocation
- Received as information
2. Letters of Support for Saugeen Mobility and Regional Transit
- Mount Forest Family Health Team
 - Saugeen Valley Nursing Center, Mount Forest
 - Caressant Care, Harriston
 - North Wellington Health Care and Groves Memorial Community Hospital
 - Pat Robinson and Angela Sheehan
- Received as information

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**THE CORPORATION OF THE
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I. **CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION** (continued)

3. Paul Smith
Re: Sewer Charge Deferral Request for property at 125 Conestoga
Street South, Arthur

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

THAT the Council of the Corporation of the Township of Wellington North authorize the drafting of a deferral agreement in accordance with Section 3.5 By-law No. 47-05 (Development Charges); 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.

Resolution Number: 8

Carried

4. Wellington North Power Inc.
Re: 2011 Annual Shareholder Meeting – Tuesday, April 26, 2011

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

THAT the Council of the Corporation of the Township of Wellington North appoints the following persons representing the Township at the Wellington North Power Annual Shareholders meeting to be held Tuesday, April 26, 2011

1. *Councillor Dan Yake*
2. *Councillor Andy Lennox*
3. *Councillor Mark Goetz*

Resolution Number: 9

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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J. BY-LAWS

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

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT 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 be read a First, Second and Third time and finally passed.

Resolution Number: 10

Carried

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)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT 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 be read a First, Second and Third time and finally passed. (Ontario Realty Corporation – 381 Main Street North, Mount Forest – Mount Forest Fire Hall)

Resolution Number: 11

Carried

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

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J. BY-LAWS (continued)

3. 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)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT 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 be read a First, Second and Third time and finally passed. (Part of Lot 1, Concession 3 (former Township of West Luther) – Ireland)

Resolution Number: 12

Carried

4. 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)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT 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 be read First, Second and Third time and finally passed. (COMRIF – Wastewater Treatment Plant, Mount Forest)

Resolution Number: 13

Carried

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

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K. OTHER BUSINESS

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)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

WHEREAS the Township is the owner of the vacant lands containing 4.103 acres more or less and being that part of Division 1 of Lot 13, East of the Owen Sound Road, in the former Township of Arthur shown as PART 1 on a plan of survey deposited as Plan 61R6800 and By-law 9-08 provides that before selling any land or entering into a binding Agreement to sell any land, council shall by By-law or Resolution passed at a meeting open to the public, declare the land to be surplus.

BE IT RESOLVED THAT:

The said PART 1 on Plan 61R6800 and having property identifier number 71077-0072(LT) be and it is hereby declared to be surplus real property of The Corporation of the Township of Wellington North.

Resolution Number: 14

Carried

L. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report - dated April 14, 2011

Grand River Conservation Authority

- Newsletter, Grand Actions, Volume 16, Number 2 – March – April 2011

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**THE CORPORATION OF THE
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L. **ITEMS FOR COUNCIL'S INFORMATION** (continued)

City of Mississauga

- Revenue from H.S.T. Charged on Gasoline and Diesel Sales
Transportation Infrastructure Funding

Regional Municipality of Halton

- Harmonized Sales Tax (H.S.T.) Revenue and a New Funding
Mechanism for Transportation Infrastructure

M. **ANNOUNCEMENTS**

Councillor Lennox reminded everyone of the Damascus Beef Dinner on April 30. Councillor Lennox questioned what kind of regular reporting can be expected from Wellington North Power. Councillor Yake suggested that Judy Rosebrugh attend a Finance Committee every couple of months to provide reports, as she had in the past. Mayor Tout commented that after the annual general meeting he will take his place on the Wellington North Power Board.

N. **CLOSED MEETING SESSION**

1. "Personnel" Matter pertaining to Labour Relations

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT Council go into a meeting at 8:55 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001

- to consider a matter pertaining to labour relations

Resolution Number: 15

Carried

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT Council rise from a closed meeting session at 10:30 p.m.

Resolution Number: 16

Carried

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**THE CORPORATION OF THE
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O. CONFIRMING BY-LAW

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

THAT 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 be read a First, Second and Third time and finally passed.

Resolution Number: 17

Carried

P. ADJOURNMENT

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

THAT the Regular Council meeting of April 18, 2011 be adjourned at 10:32 p.m.

Resolution Number: 18

Carried

C.A.O./CLERK

MAYOR



K. SMART ASSOCIATES LIMITED

CONSULTING ENGINEERS AND PLANNERS

KITCHENER • SUDBURY • CHATHAM • NEW LISKEARD • RAINY RIVER

88 McIntyre Drive
Kitchener, ON N2R 1H6

Tel: 519-748-1199
Fax: 519-748-6100

April 27, 2011

File No. 08-034

MEMO

To: Mayor and Council
Township of Wellington North

From: Garth Noecker, CET, CST
K. Smart Associates Limited

RE: WEST LUTHER DRAIN 63 BRANCHES A & A1
TENDER OPENING

- All three contractors are known to us as reliable, competent contractors.
- All three tenders were correct in all respects.
- The lowest tender at \$22,299 is approximately 2% over estimate which is within the 33% allowed by the Drainage Act.
- Based on all of the foregoing, I recommend the acceptance and execution of the tender of Marquardt Farm Drainage Ltd. in the amount of \$22,299.00.

Garth Noecker, CET, CST
K. Smart Associates Limited

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Township of Wellington North

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

April 27, 2011

RE: WEST LUTHER DRAIN 63 BRANCHES A & A1 TENDER OPENING

Three contractors submitted tenders for the above drain.

<u>Contractor</u>	<u>Bid</u>
A.G. Hayter	\$27,200
Tait Bros.	\$25,436
Marquardt Farm Drainage	\$22,299

Garth Noecker, Drainage Superintendent reviewed the tenders and recommended the acceptance of Marquardt Farm Drainage Ltd. in the amount of \$22,299.

WATER/SEWER COMMITTEE MEETING

April 19, 2011

Members: Sherry Burke, Councillor, Chair
Councillor Andy Lennox
Barry Trood, Director of Public Works
Melissa Irvine, Water Analyst

Also Attending: Councillor Mark Goetz
Councillor Dan Yake
Dale Clark, Roads Superintendent

Start: 8:30 am **End: 10:00 am**

Minutes from the March 15/11 committee meeting were previously circulated and approved by Council

Business from Mar 15th meeting

- Mt. Forest Well #3 rehab report has been received from Burnside's. Report indicates that consideration be given to replacing this well in the next 5 years due to condition of well casing and lowering of well production. Estimated cost to replace this approx \$200,000-\$250,000.

1. DWQMS Management Review

Review was attended by Barry Trood (Director), Melissa Irvine (Compliance), Sherry Burke(Councillor, Andy Lennox(Councillor),Mark Goetz (Councillor), Dan Yake (Councillor), Ray Tout (Mayor)
Reviewed all elements of the DWQMS
Awaiting 5 year plan financial plan from Treasurer.
Minutes to be forwarded by Melissa.

2. Arthur Treatment Plant

Meeting with the MOE at Guelph took place on March 28th regarding discharge to the Conestoga River from the Arthur Waste Water treatment Plant. Those who attended the meeting were Councillor Andy Lennox, Councillor Dan Yake, (Former) Director Gary Williamson, (Current) Director Barry Trood, Dale Murray (Triton Eng), Christine Furlong (Triton Eng). Discussion took place regarding phosphorus levels at the plant and levels to which the MOE would like to see targeted coming from the plant to the river. Other issues that that also came under discussion in the presentation were best available technology, filter issues and new river gauges for monitoring. Triton is in the process of completing the dye testing on the river to confirm mixing zones of plant discharges.

Discussion took place at the committee meeting regarding exploring all options dealing with phosphorus /effluent at the plant. Barry Trood, Director of Public Works was directed to set up a meeting with Dale Murray and Christine Furlong of Triton Eng. as well as members of the Water/Sewer committee to further investigate all options regarding phosphorus/effluent release from the Arthur Waste Water treatment Plant.

Dan Yake gave an overview of the pump repairs needed at the plant as well as one at the Frederick St SPS..

3. Mt Forest Connecting Link

Bridge has been tendered and BM Ross plans to have the hwy #6 drawings completed by the end of April with tendering by mid May. The committee recommends including the watermain extension from South Water St south on Hwy #6 to the proposed access to the Murphy property at an estimated cost of \$100,000. This is to be included in the 2011 water capital budget.

4. Staff Reports (see attached)

5. Durham St. lots at Henry St

Committee were given maps and discussed options regarding the possible water servicing for four lots on Durham St. West of Henry St. on the north side. To service these properties with water, Barry directed the committee to approve a 6" watermain that would be extended from the existing Henry St watermain into the boulevard on the east side. At that point a 2" waterline would be extended to service the four properties. This will ensure that the road on Henry St is not dug up twice and will give the Township an option of looping the watermain to Queen St in the future while meeting the servicing requirements of the 4 properties. Barry to follow up with BM Ross for approvals from the MOE in this regards.

General Information

- Repairs are being completed to a pump at the Frederick St Sewer Pumping Station at an estimated cost of \$3,086.
- Return pump repair at Arthur Treatment Plant \$2,400
- Effluent pump #2 at Arthur Treatment Plant needs repairs (est. to cost \$8,800 plus servicing already taken place.)
- This year swabbing has been completed in Arthur.
- Durham St Sewer Pumping Station is proceeding well with start up and commissioning planned for late May.
- Request for metering from Skyline Management inc. for 156 Egremont St . Currently I/C properties are the only properties metered and all residential properties remain at a flat rate charge for water and sewer. No change in this policy recommended from the committee.

Next Meeting: May 17th @ 8:30 am

Foreman Report

For April 15, 2011

Water/Sewer Committee Meeting

- Service leak 365 Birmingham St E (on S/B shutoff valve)
- Back flow checks started
- Swabbing runs completed in Arthur (3 days, Sun., March 27, Tue., March 29, Weds., March 30)
- 2 water main breaks (350 Eliza St/ 115 Frederick st. E)
- Hydrant reassemble post swabbing
- Tour of Region of Peel pumping stations
- Hydrant repair #103 (issue with shaft and holding ring)
- Super-chlorinate samples done at Reeves Subdivision (Albert St/London Rd area)
- Vac/ valve exerciser trailer taken for repairs to Newmarket
- 3 lots on Hwy 6 next to Freud tower (readying for servicing of lots) Steve Hummel property
- Service leak at 455 Dublin st (old daycare) valved off and staff to do repair.

Process Compliance Analyst Monthly Report
April 19th, 2011

- enter March data for microbiological, & distribution residuals into spreadsheets
- enter March flow data into Ministry of Environment Water Taking Reporting System
- backup Mount Forest & Arthur SCADA for March
- review last Management Review meeting and prepare for upcoming Management Review
- contact CGSB in regards to External Audit Findings. They have no estimate when we will be receiving our report.
- started spring cleaning water office and file cabinets
- cleaned inside 2010 Dodge Truck
- start to plan and prepare for Internal Audit to be conducted mid-May
- start to plan dates for DWQMS Risk Assessment to be completed May 12th, 2011

TOWNSHIP OF WELLINGTON NORTH
DWQMS- MANAGEMENT REVIEW
Meeting Minutes

Date: April 19th, 2011
Time: 8:30am
Location: Municipal Council Chamber
Kenilworth, Ontario

Attendees
(Top Management): Sherry Burke (Chair and Councillor),
Andy Lennox (Co-Chair and Councillor)
Barry Trood, Melissa Irvine

Attendees
(By Invitation): Laura Rooney
Mark Goetz (Councillor)
Dan Yake (Councillor)

(1) Minutes of the previous meeting and follow up on action item from previous meeting:

Item 2 Action 1- complete effectiveness assessment of CARS (Corrective Action Reports). **Status-**all CAR effectiveness assessments completed Feb. 17, 2010 by Ed White and Melissa Irvine.

Item 6 Action 1- change waterworks (sequestering agent) to sodium silicate in Well #7 to reduce customer complaints. **Status-**March 1st, 2010 sodium silicate put in place. CAR Effectiveness completed on April 29th, 2010- no complaints since addition of silicate at well #7.

Item 7 Action 1- complete Annual Tabletop review of Risk Assessment. **Status-**completed July 21st, 2010

Item 8 Action 1- schedule another Emergency Tabletop/Mock Drill within the next 2 months. **Status-**completed 2 drills, May 7/10

Item 14 Action 1- staff to participate in Internal Auditor Training. **Status-** Corey Schmidt, Laura Rooney and Melissa Irvine completed Internal Auditor training on April 28th, 29th

Item 15 Action 1- operational staff to evaluate efficiency of CARs. **Status-** Completed.

Item 17 Action 1- update operational plan due to the removal of turbidity meters. **Status-**completed March 25/10.

Item 18 Action 1- make changes in Operational Plan to reflect the new Certificate of Approvals. **Status-** Complete Match 25/10.

Item 18 Action 2- remove turbidity tags from SCADA and the turbidity analyzers from wells in Mount Forest and Arthur. **Status-** complete by Hollen Controls March 2010.

Action Item(s):

-none

(2) Status of action items (if any) identified between management reviews:

Internal Audit-CAR's & OFI's (opportunity for improvement) have been completed.

External Audit- still waiting for report from CGSB (Canadian General Standards Board). Closing meeting revealed that we are in Non Conformance due to Management Meeting not held every 12 months. Last one held February 2010, and following one April 19th, 2011 (2 months overdue).

Action Item(s):

Create and complete CARs from external auditors report. Assigned to QMR.

(3) Incidents of regulatory non-compliance:

-none

Action Item(s):

-none

(4) Incidents of adverse drinking water tests:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
O.Reg. 170/03	Schedule 10-adverse sample from Eliza St. blowoff. Results for E.coli and T.coli Non Detectable Overgrowth of Target Bacteria (NDOGT)	Aug. 03 to Aug. 13th	Flushed and Resampled until E.coli and T.coli result of zero in two consecutive samples	Closed
O.Reg. 170/03	Schedule 13-8, Sodium 25.1 mg/L MAC is 20 mg/L	Ongoing	None-it is naturally occurring	Ongoing

Action Item(s):

-none

(5) Deviations from identified critical control limits and actions taken:

-any deviations from critical control limits (CCL's) that were captured by the SCADA were proven to occur during cleaning or while the pump was not running therefore not true deviations from CCL's

-there was no deviations from identified CCL's that needed to be reported to the MOE

Action Item(s):

-none

(6) Consumer feedback and other external communication:

-BT submitted spreadsheets with respect to customer complaints received in each of Arthur and Mount Forest Systems

-in Arthur there have been 18 Complaints since last Management Review Meeting. Majority of Complaints are results of valving (system maintenance) & swabbing

-in Mount Forest there have been 15 complaints since last Management Review Meeting (billing, low pressure, odour, colour)

Action Item(s):

-none

(7) The efficacy of the risk assessment process:

-Tabletop review of Risk Assessment completed July 21, 2010

-no major changes: CCP's stayed the same

Action Item(s):

-complete 3 yr new risk assessment. To be completed by June 15, 2011. Assigned to Risk Assessment Team.

(8) Results of relevant emergency response testing:

-6 Power Failure mock drills were completed since last Management Review Meeting

-2 Adverse Water mock drills were completed since last Management Review Meeting

Action Item(s):

-Make a matrix/testing schedule of all mock drills to be completed.
Assigned to QMR.

(9) Effectiveness of coverage:

-2010 on call schedules worked well. An operator had to leave on Short Term Disability, and the other operators were able to cover his on call in his absence.

-2011 on call schedules was working well, until an operator had to leave on Short Term Disability. Darin Schenk was brought back to the Water Department from the Roads to fill the void of the operator's absence. Darin was able to step into the on call rotation.

-April 2011, Foreman advanced to Director of Public Works Position, leaving a void in the on call schedule. The Compliance Analyst volunteered to fill the void on a trial basis.

Action Item(s):

-none

(10) Raw water quality trends:

-no changes in raw water quality since last Management Review Meeting. The trends have remained consistent. Still have colour complaints caused by manganese and iron.

Action Item(s):

-none

(11) Operational performance:

-flow meter calibrations annually

-HACH handheld colorimeters and portable turbidity meters calibrations

Action Item(s):

-None

(12) A summary of the effectiveness of the Maintenance, Rehabilitation and Renewal program:

-switched from waterworks to Sodium Silicates at Arthur Well #7b (March 2010)

- Egremont St. Reconstruction started March 10 at Birmingham/Fergus St. Area, Mount Forest
- Well #8a Well Pump Replaced (April 2010)
- 2" Restrainer installed at Cork St. Park, Mount Forest
- Leak detection completed on West Side of Mount Forest (no leaks found)
- Service leak repaired (SW Corner Lovers Lane/Queen St. E., Mount Forest)
- Arthur Multi Leg Tower sand blasted and painted May 2010
- Replacement of Conestoga St., Arthur Watermain May 2010
- Swabbing of watermains in Arthur North side of Frederick St., Arthur (June 2010)
- A/V Main Valve Inspections (2010)
- MF Main Valve Inspections (2010)
- Eastridge Subdivision- Schmidt St. Extension completed (Sept 2010)
- repair service leak at Mount Forest Agricultural Fairgrounds (new mainstop installed, Sept 2010)
- Meters calibrated inside wellhouses (Sept. 2010)
- Service Leak at 164 Fergus St., Mount Forest, old lead service (Sept. 2010)
- Mount Forest Tower cleaned and inspected (Sept 2010)
- Mount Forest Hydrant Inspections completed (Oct. 2010)
- Arthur Hydrant Inspections completed (Nov. 2010)
- Cork St. Construction, Mount Forest (Nov. 2010)
- New Hydrant Install at 220 Tucker St., Arthur (Nov. 2010)
- Service Repair/Install at 110 Charles St, Arthur (Jan. 2011)
- Frozen services: 107 Frederick St. W. and 121 Frederick St. W., Arthur
- Watermain Break at 229 Tucker St., Arthur (Nov. 26, 2010)
- Watermain Break at 380 Eliza St., Arthur (Jan. 26, 2011)
- Watermain Break at 261 Isabella St., Arthur (Jan. 28, 2011)
- Service Split at Mount Forest Agriculture Fairgrounds (Jan. 31, 2011)
- Watermain Break at 231 Isabella, Arthur (Feb. 7, 2011)
- Split Service (vacant) at Jones Baseline, Arthur (Feb. 11, 2011)
- Service Repair at Old Manse on Georgina St, Arthur across from #131 (Feb. 22, 2011)
- Watermain Swabbing South of Frederick St, Arthur (March 27, 29, 30, 2011)
- Watermain Break at 350 Eliza St, Arthur (March 29, 2011)
- Watermain Break at 115 Frederick St. E, Arthur (March 29, 2011)

Action Item(s):

None

(13) The results of the infrastructure review:

- radio communications upgrades
- engineering Francis St, Arthur for upgrading of pipes, etc.

- Cork St, Mount Forest (from Waterloo to Princess St.) upgraded
- Connecting link on west side to be completed

Action Item(s):

(14) Results of internal and 3rd party audits:

-**Internal Audit** was conducted May 27th & 28th 2010 but township staff.

Major Non Conformance- Several Binders are missing from the well house cabinet: on available binders revision and/or date of revision are not in control.

Minor Non Conformance- Form F18-02 Document Control is not effective.

-Unidentified hazard is present in the vicinity of the Mount Forest Well #4

-Annual Risk Assessment Review was not performed in 2009

-Revision # or date is out of document control for F 16-01, 02, 03 and 05 and A 16-01 and A17-01

-External Audit was conducted March 10th, 2011. We are waiting for CGSB to issue final report but to date has not been issued. **1 Major Non Conformance-**Management Review should be conducted every 12 months. Last Management Review was February 2010, therefore non conformance. Next Management Review meeting is scheduled for April 19th at the Water/Sewer Committee Meeting.

Action Item(s):

-Follow up with CGSB until report is received. Plan to conform to any non conformances. Assigned to QMR.

-Complete Internal Audit before the end of May 2011. Assigned to Auditing Team.

(15) Corrective, preventative and Continual Improvement action:

-Annual review of Operational Plan and Operational Maintenance Manuals

Action Item(s):

-none

(16) Staff suggestions:

-Staff suggestions are always ongoing thru out the year and are addressed as they come up.

Action Item(s):

-None

(17) Operation Plan currency, content and updates:

-plan is currently being reviewed and updated

Action Item(s):

-update plan to reflect any changes in structure or any areas where there is opportunity for improvement. Updates will be issued once water department restructuring is complete.

(18) Changes in policy, infrastructure, process, personnel, Drinking Water Quality Management Standard or regulations that could affect the QMS:

-change of council prompted policy review and new policy endorsement
-Manager of Public Works title has changes to Director of Public Works

Action Item(s):

-make changes in plan to reflect the title change of Manager of Public Works to Director of Public Works

(19) Resources needed to maintain the QMS:

-money has been budgeted to maintain the DWQMS
-money has been budgeted to replace watermains
-money has been budgeted for water tower maintenance

Action Item(s):

-Treasurer to complete 5 year financial plan
-budget approval by council

(20) Other Action Items:

-None

TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES

Wednesday, April 20th, 2011 – 4:30 pm

Members Present: Councillor Mark Goetz
 Councillor Andy Lennox
 Councillor Dan Yake
 Dale Small, Business Economic Manager – Acting Chair
 Leah Holliday, BR & E Program Coordinator
 Gerald (Shep) Shepetunko
 Jim Taylor
 Shawn McLeod
 Stephen Dineen
 Tim Boggs

Absent: Mayor Raymond Tout, Chair
 Councillor Sherry Burke
 Al Rawlins

Also Present: Michelle Stone, Administrative Support

Meeting was called to Order @ 4:30 pm

1. Welcome, Introduction and Social with New Members:

Dale welcomed everyone and advised that he had been asked by Mayor Tout to Chair the meeting in his absence. A “*hello new members and goodbye Leah*” cake was enjoyed by everyone. Dale mentioned the cake was ordered from one of our Showcase participants.

Motion by: Andy Lennox Seconded by: Dan Yake

THAT THE Economic Development Committee recommend to Council that Tim Boggs, Shawn McLeod and Shep (Gerald) Shepetunko be appointed as members to the Economic Development .Committee. Carried

2. Presentation: Gayl Creutzberg of the Taste Real Program

Gayle introduced herself and had handouts that gave a brief overview of the Taste Real program as well as how Wellington North could become involved and benefit from becoming a part of this organization. They are looking for Champions from each area and would like to have Wellington North included in their Membership. Cost is \$500.00

Tim Boggs excused himself from the meeting at 5:00 pm

3. Declarations of Pecuniary Interest

- None reported.

4. Approval of Minutes from the March 16th, 2011 Meeting

Motion by: Jim Taylor

Seconded by: Stephen Dineen

That the Minutes from the Wednesday March 16th, 2011 EDC Meeting be accepted.

Carried

5. Business Retention & Expansion Program:

Leah Holliday

- Leah gave her final report on the Business Retention & Expansion Project. The report will be placed on the Township Website. The results were presented at the Wellington North Showcase. An Action Plan and suggested Next Steps were outlined and are in the report and will be part of the Business Economic Managers Work Plans moving forward.
- The committee thanked Leah for her work over the past six months and wished her all the best when she goes to Teacher's College this fall.

6. Business Economic Manager Update:

Dale Small

- Wellington North Showcase: Dale presented a brief update on the 2011 Showcase held March 28th and 29th, 2011. Feedback to date has been very positive and a survey has been sent to all participants for return by April 30th. Information will be consolidated and a decision on next year's Showcase will be made at the May EDC.

Dale thanked Stephen as the EDC Champion, all the Councillors for their attendance, Councillor Dan for the opening remarks and Leah & Michelle for all their help.

- Community Improvement Program: Dale gave a brief overview on the status of the program and advised that formal notification had been received from OMAFRA regarding the approval of our R.E.D. application. Jim Taylor led a discussion around the consulting proposals that had been received. After some discussion the following two motions were made:

1) Motion By: Jim Taylor

Seconded By: Mark Goetz

THAT THE Economic Development Committee recommend to Council that they approve entering into an Agreement with the Province of Ontario (OMAFRA) dated February 16th, 2011 related to the Rural Economic Development Program in support of our Community Improvement Program. Carried

2) Motion By: Stephen Dineen

Seconded By: Jim Taylor

THAT THE Economic Development Committee recommend to Council that the Committee utilize the services of Stempski Kelly and Associates Inc. to assist us in the completion of our Community Improvement Program. Carried

- Dan suggested that if possible it would be good if Dale and /or Jim could come to the Council meeting on May 2nd when the motions are presented.

- Tourism, Marketing & Promotion: Discussion took place on several different options to handle this position moving forward and Dale asked that each EDC member look at them and get back to him with their preferred ranking. Dale will complete a detailed analysis on the Top 2 or 3 for discussion at the next committee meeting.
- An update was provided on recent activities and invoices which will be paid for advertising in the Taste Real Local Food Program, Saugeen Country magazine and the Wellington North Community, Visitor's & Business Guide. All items had been included in the 2011 plan.

7. Announcements

- April 30th - May 1st: The Township will have a display table at the Mount Forest Agriculture Society, Home, Craft, Health & Leisure Show. Committee members were encouraged to come out and man the booth
- May 13: Mount Forest Chamber Breakfast with John Wilkinson. Attendees need to advise Crystal at the Mount Forest Chambers.
- May 14: Arthur Lions Club Duck Race
- May 17: Mount Forest Chamber of Commerce Spring Excellence Awards. Anyone wishing to go should let Dale know who will advise the Chamber.
- June 3: Portrait of Honour Tour in Mount Forest

8. Next Meeting Date

- Wednesday, May 18th, 2011

9. Adjournment

Motion by: Dan Yake

That the Meeting be adjourned at 6:35 pm

Carried

WORKS COMMITTEE MEETING
April 19, 2011

Committee: Andy Lennox Chairman
Sherry Burke
Dale Clark
Barry Trood

Start: 10:00 am End: 11:00 am

Minutes of the March 15th meeting were previously circulated and approved by Council.

Business from the March 15th meeting:

The Sideroad 5 East drainage issue with Mr. Martin has still not been resolved. Superintendent Clark has drafted a policy dealing with tile drains outletting onto Township roads. Revision's to be made for next Council Meeting in May.

1) Stump Removal Quote

Annual stump removal must be completed prior to spring tree planting which takes place before the end of April. Lang Bros. Ltd will again provide this service for the 2011 season at a cost of \$40.95 per stump plus HST, which is same price as it has been for the last two years.

2) Line Painting Quote

For a number of years, Midwestern Line-Striping Inc. has completed the line painting in our urban areas. The Township Works Department has been very pleased with quality of work being done by Midwestern Line-Striping. This year's quotes total for Arthur Village \$4,376 and for Mount Forest \$8,412 plus HST. These quotes are slightly less than in 2010.

3) Mount Forest Main Street Construction

Wellington North staff, our engineers, BIA and Chamber reps met to discuss timing issues and detour routes to be used during construction. BM Ross still plans to have drawings completed by the end of April with tendering by mid May. The Connecting Link bridge tender closed on April 13th and has been awarded to Theo Vandenberg Construction Inc. at a cost of \$360,588.65 with a completion date of July 1st. The engineering estimate was \$398,000 plus engineering costs.

4) Superintendent Activity Report (attached)

5) Mount Forest Main Street Parking

The Works Department has received a complaint about all day parking on Mount Forest's Main Street. The by-law only allows for two hour parking and the OPP were notified and will not enforce the by-law because the 2 hour parking limit signs are not posted. Committee requested clarification on by-law and enforcement and to check into the number of posted signs and cost of replacement.

6) West Nile Program

Wellington-Dufferin- Guelph Public Health Unit is requesting approval and assistance with the West Nile Larvicide Program. Wellington-Dufferin-Guelph Public Health Unit will hire a pest management company to carry out the West Nile virus lavvicide programs from May to September 2011. The company will focus on catch basins in and around major urban centres in Wellington and Dufferin counties. They are requesting that the Township designate a contact person, and provide them with a pre-approved letter to allow them to larvicide which is a requirement by the Ministry of the Environment. Gary Matthews has agreed to be the contact person.

7) General Information/Next Meeting

- Glen Lehman, Dan Whetham, Dan Farrelly and Marlin Herriot are registered to compete in Truck Roadeo on April 20th. David Hill to attend for judging.
- Land lease agreement drawn up and being reviewed for Township Pit on Concession #11
- Committee recommends a by-law be passed to allow for "No Parking" signs to be installed by the Saugeen Valley Nursing Centre a requested by Foremen Gary Matthews.
- We received a letter of appreciation from Dalton and Gerri Burt to thank Gary Matthews and his staff for a job well done during the winter season with regards to snow removal in the Town of Mount Forest
- Brush pick-up in Mount Forest to start on April 28th and in Arthur on May 5th
- Dale Clark and Dan McNabb to attend Road School from May 2nd to May 4th in Guelph at the University
- Annual Emergency Management Exercise in Mount Forest on May 18th
- Spring Road Superintendent Meeting to be held in Alma on May 19th
- Works and Water Department registered for Municipal Trade Show in Kitchener on June 8th and 9th

Next Meeting: May 17th

- Grading of rough and soft road sections
- Half load signs erected until May 15th
- Sign repairs and replacement
- Equipment maintenance
- Cold patching
- Tree removals
- Restructuring of Foremen and yards has taken place
- Trailers being safetied for spring gravel hauling
- Spring Burials at Mount Forest Cemetery



Township of Wellington North

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

TILE DRAINS OUTLETING ONTO OR CROSSING TOWNSHIP RIGHT-OF WAYS

Given that it is considered advisable to regulate tile drains outletting onto or crossing Township right-of ways, it is herein resolved that the following policy statement be adopted as a guideline for regulating tile drains outletting onto or crossing Township right-of ways.

1. There shall be no tile outlet onto or crossing Township of Wellington North property until a proper outlet has been provided and an agreement in writing has been obtained from all parties who might be affected by run-off water. A copy of the agreement must be presented to the Township by the applicant.
2. The applicant or contractor shall be responsible for all related costs including a deposit in accordance to the Township's Road Crossing Policy.
3. The applicant shall pay all costs for a Mutual Drain Agreement prepared by the Township including the cost to register the agreement on title.
4. It will be the responsibility of the applicant to obtain location of and approval from all utilities (Bell cables, Hydro cables, Gas pipelines, etc.)
5. Any private tile drain allowed to outlet onto Township property must be located in the immediate vicinity of an existing road crossing culvert and the applicant shall be responsible for all costs to replace the existing road culvert as deemed necessary by the Township.
6. Any private landowner who outlets a private drain onto a Township road allowance or upgrades an existing drain that outlets onto a Township road allowance without Township authorization shall be responsible for all costs to modify the installation to the Township's satisfaction and must enter into a Mutual Drain Agreement.
7. When it is necessary for a private tile drain to cross under the Township road, the crossing pipe shall be corrugated steel pipe (CSP) and shall be placed from fence line to fence line including two standard catchbasins and appropriate lids. Catchbasin locations to be approved by Township.
8. When a private drain is installed on a road with a hard top surface, it will be necessary to bore under the road. Boring location and depth to be approved by the Township Road Department.
9. Open excavation will be allowed on a gravel road. The gravel material should be kept separate from underlying materials and be replaced in reverse order. Material being placed into the trench shall be placed in 12 inch layers and compacted. If the granular material becomes contaminated it shall be replaced with a minimum of 24 inches of gravel consisting of 18 inches of pit run and 6 inches of crushed material.

10. Any crossing of a Township road must be carried out by competent contractor who must be approved by the Township Road Department.
11. No open excavation will be allowed to remain on any portion of the travelled roadway, or shoulders after sunset.
12. The applicant or the contractor representing the applicant shall be responsible for the supply and maintenance of proper signs, barricades, and sufficient flagmen at the crossing site including proper road closed and direction signs for detours, when appropriate.
13. All work shall be done in accordance with the procedures in the 'Traffic Control Manual for Highway Work Operations', Ministry of Transportation Ontario and as approved by the Township Road Department.
14. The Township must be advised at least seven days in advance of the date and time of any work to be carried out on Township property by the applicant and all such work must be inspected by the Township and must meet with Township approval.
15. The applicant or the contractor representing the applicant will be responsible for all cleanup after construction has been completed to the satisfaction of the Township.
16. The Township of Wellington North assumes no liability for damage to persons or property during construction or as a result of the crossing.
17. The right-of-way and adjacent disturbed areas shall be restored to the same condition as that prior to the construction of the drain. Any further settlements or other deficiencies deemed by the Township as a result of the installation of the drain will be repaired promptly by the applicant or by Township at the applicant's expense.
18. Township will not be responsible for maintenance or ditch cleaning resulting from the installation of the tile outlets on Township right-of-ways. All associated ditching costs shall be the responsibility of the land owner and must be approved by the Township.

I have read the terms and conditions contained herein and by my signature hereunder, agree to comply with them. I also understand that I may not commence any work on Township property until such time that permission has been given by the Township and that all costs associated with the work are the responsibility of the applicant.

Date of application:

Lot # Concession # Telephone :

Address:

Applicant (please print): Signed :

TOWNSHIP OF WELLINGTON NORTH
FIRE COMMITTEE MEETING MINUTES

April 19th, 2011 – 7:00 pm - Council Chambers

Members Present: Mark Goetz – Chair (Councillor)
 Dan Yake, Councillor
 John Jeffery - Treasurer
 Jim Morrison, Arthur Fire Chief
 Troy Lawlor, Arthur Deputy Fire Chief
 Ron MacEachern, Mount Forest Fire Chief
 Bill Hieber, Mount Forest Deputy Fire Chief

Also Present: Cathy Conrad, Executive Assistant to CAO and Mayor

Meeting was called to order at 7:00 pm.

1. Introduction & Welcome of new Arthur Deputy Fire Chief, Troy Lawlor

The Chair welcomed the new Deputy Fire Chief for the Arthur Fire Department, Troy Lawlor.

2. Declarations of Pecuniary Interest

- None declared.

3. Approval of Minutes from March 15th, 2011 Minutes

Moved By: Ron MacEachern
Seconded by: Jim Morrison

That the Minutes from the March 15th, 2011 meeting be accepted.
Carried

4. Business arising from Minutes

a) Review of Burn By-law

The Burn By-law, application form and information sheet have had some changes as sent in by the Fire Chiefs. These were discussed by the Committee and a few more changes were made. The Burn By-law and Application can now be sent to Council to be approved. These changes will work for now and the Committee will review the by-law in a year.

Moved: Mark Goetz

That the Committee recommend to Council that this revised By-law be presented to Council for adoption.

Carried

b) Update on Utility Terrain Vehicle (UTV)

Three quotes were submitted:

- 1 - Inglis Cycle , Tillsonburg (\$18,579.41 including taxes)
- 2 - Tomboys Power Sports and Equipment, Owen Sound (\$18,079.99 including taxes)
- 3 - DeBoers Equipment, Elora (\$17,985.67 including taxes)

The Committee recommends that they proceed with the quote from:
DeBoers \$17,985.67 (includes HST, Licence, Registration) and
D & R Electronic, Bolton for the Lights and Siren Package \$1535.16 (includes HST)

The Mount Forest Fire Association is willing to contribute any extra monies that will be needed over and above the donation.

c) Update on Standard Operating Guide (SOG) Revisions

The process of updating the Standard Operating Guide is nearing completion and both Departments will have the same SOG when all done. The Committee will provide Council with an update on the new SOG when they are complete. This needs to be implemented as soon as possible.

The review Committee has been comprised of Jason Benn and two members of each Fire Department. An SOG on the operation of the new UTV will be included in the updated Guide.

Each Municipality in Wellington County has their own SOG as there are differences in types of coverage and area covered.

d) Full Time Fire Chief - Preparation of Report for Council

The Committee asked if they can get clarification from the CAO as to what information the Administration Committee and Council require in the report for the hiring of a full time Fire Chief

The proper steps need to be taken and then move forward as soon as possible and amalgamate the two departments into one. It is a full time job and the two chiefs are part time.

To move forward, the Fire Committee would have to support, but approval to move forward would be given by Council. The Fire Marshall would be 100% supportive in this endeavor.

Dan Yake suggested that the Committee come before Council with our representative, Tom Everett, who could give some guidance on this.

As a first step the Fire Committee will invite Tom Everett to come to the June 21st Fire Committee meeting.

e) 2011 Budget - John Jeffrey

Finance committee are reviewing the Budget

- f) Update from Mount Forest Fire Department regarding the “Safety House”
 The Kin Club of Mount Forest have agreed to fund this for Fire Prevention, and a letter has been received from the Kin Club outlining their commitment. The cost is \$8,800.00 US Councillor Yake said that Council has approved this kind of commitment previously. This item is not in the current budget, but John Jeffery said it could be put in, but that they also have to include budgeting for the cost to maintain. It was suggested that a letter be sent to Council from the Fire Committee outlining the proposal.
- g) Festivals, Special Events & Licenses – Policy
 Festivals, Special Events & Licenses document, Mount Forest and Arthur Fire Departments – Jason Benn will be at the June 21st meeting and Council has been invited to attend. The Document was put together with information from the Fire Code and other Municipalities.

5. Announcements

- Council forwarded a Private Members Business motion to the Fire Committee for their review and discussion regarding the mandatory retirement of firefighters involved in fire suppression at age 60. The Committee felt that there should be further discussion and clarification on who would be included – volunteer, full time. The Committee had other questions regarding the Private Members Business motion. The Fire Chief’s will present this for further review by the Fire Departments.
- The new fire truck for the Arthur Fire Department arrived Friday, March 11th at the Arthur Fire Station. Members of both Fire Departments as well as the Mayor and some members of Council were in attendance for the occasion. Fire Chief Jim Morrison also had the new fire truck at the Arthur Community Centre Open House on the Saturday morning. Jim Morrison had a request from ResQtech in regards to having the truck on display at the Ontario Association Of Fire Chiefs Convention. As there has been no training on it and it is not in service yet, Jim requested approval from the Committee. The Committee will approve as long as the Company will pick it up and return it, and takes complete responsibility/liability (we would need something in writing).
- Regarding the Old Fire Truck
 Jim Morrison has had an offer from someone to purchase it. The Committee discussed the offer and the policy for advertising this type of equipment. Mark Goetz will talk to Council for their input.
 Jim Morrison asked where the money received would be allocated and John Jeffery replied that, unless otherwise directed, it would go into the Fire Equipment Reserve Fund to be applied to future purchases.
- Officer Training
 There has been much focus on training as there are ongoing changes that need to be kept up with. A new Officer Training started in Fergus this past weekend and all officers were encouraged to take it. Arthur is doing a Training now and Mount Forest hosted a training last month for Basic Officer Training.
- Firefighter Insurance and Family Coverage
 At this time, family coverage has been paid by the Department Associations, but John Jeffery has suggested it could be paid for by the Municipality.

Moved: Bill Heiber
Seconded By: Troy Lawlor

THAT THE Fire Committee recommend to Council that the VFIS Insurance Premium for 24 Hour Firefighter and Family Coverage be included in the 2011 Fire Departments Budget.

Carried

- Other

The Mayor, Councillor Goetz, Councillor Burke and Lori Heinbuch, CAO attended the “Essentials of Municipal Fire Protection – A Decision Makers Guide. This Training was geared toward Municipal Council and Staff. Mark Goetz felt it was very informative. Ron MacEachern was very pleased to see that Wellington North had the largest number there.

- There was a large representation from Wellington North at the Funeral for the Fallen Firefighters from Listowel while ensuring that the Township of Wellington North was still covered. It was a whole Department effort... They had a Wellington County Mutual Aid Bus that picked up in both Arthur and Mount Forest.

6. Next Meeting

The next meeting will be held on Thursday, May 19th, 2011.

7. Adjournment

Moved By: Jim Morrison
Seconded By: Mark Goetz

That the meeting be adjourned at 8:40 pm.

Carried

From: Manuel Ferreira [<mailto:feetdoc@sympatico.ca>]
Sent: Tuesday, April 26, 2011 10:11 AM
To: Lori Heinbuch
Subject: Trillium Races - Bylaw Approval

Hi Laurie,

I understand that we havent submitted for a bylaw to allow our event to have access to the roads this year.

Please let this be that official request.

We request that we be allowed to host - and have the support of the Township as in years past - the 10th Annual Trillium Races, Saturday May 14, 2011 - race starting at 9:30 am.

Same routes as in the past two years for both the 5km and 10km races.

As in past years road closures and notifications to be up at 9:00 am (note most slower runners are off the courses by the latest 11:00 am)

We are seeking as in past years for OPP presence as well.

Thanks,
Manuel Ferreira
Race Director

RECEIVED

APR 26 2011

TWP. OF WELLINGTON NORTH

Dear members of Wellington North Council and Staff Sergeant Dietrich of the Ontario Provincial Police;

We are members of the Victoria Cross Public School Free the Children's Me to We Group led by Mrs. Donna McFarlane and Mrs. Marjorie Small. We are devoted to making our community and our world a better place to live. We do this by leading awareness campaigns and by raising money for various charitable endeavours like building schools and drilling wells in third world countries.

We are very concerned about the amount of drug use/and abuse in our beautiful community. We have even noticed drug paraphernalia being sold in some of our stores. It was very coincidental that when we went to WE DAY in Kitchener that Rev. Jesse Jackson spoke about getting rid of drugs as they are ruining our young. He chanted: "Say no to dope! Say yes to hope!" So, with Rev. Jackson's encouragement we have decided to lead an anti drug march or walk to encourage people to take a stand. There will be no money involved as it is strictly for awareness not raising funds. Constable Bob Bartelado taught a programme called DARE to Grade Six students and he thinks this would be an awesome idea and suggested that perhaps a cruiser could be made available to lead the march if approved by Staff Sergeant Dietrich.

We are hoping that council will approve our walk and perhaps even come and participate in it. We are also hoping that an officer and cruiser from our detachment of the OPP will accompany us. The date is Saturday, May 28th starting at Victoria Cross at 9 am. Ms. Heinbuch at the council office has suggested a route that has sidewalks the whole way so that sounds like the perfect choice for us. We would really appreciate your earliest possible response so that we can make posters and do some "getting the message out" in the community.

We thank you very much for taking our request under consideration.

Sincerely,

The members of the Victoria Cross Public School Free the Children's ME TO WE Group.

Emilee

Lenna Kleinstuber Alyssa Palmer

Georgina Bender

Lydia Conrad

~~Mac~~

Sarah Johnston

~~Asp~~

Campbell Aitken

Josee Hastings

Caroline Johnston

Shaelyn Duncan

Natalie Greer

Tanya McGowan

Abigail Gohank

Apaal McConnell

Alison Pollock

Ryan Lawson Sawant

Domer

Miquaela Bender

MeLeod Luke Petrick

Boley

Raven-base

Lisbet MacLean

Donna McFarlane

Courtney Regan

TOWN OF INGERSOLL

130 Oxford Street,
Ingersoll, Ontario
N5C 2V5



Phone: (519) 485-0120
Fax: (519) 485-3543
www.ingersoll.ca

April 21, 2011

To All Ontario Municipalities:

RE: Resolution on Elimination of Municipal Health Care Professionals Recruitment Incentives

Council for the Town of Ingersoll, at their meeting on April 11, 2011, after a recorded vote was requested, passed the following resolution unanimously in support:

WHEREAS the number of health care professionals including physicians are declining in relation to the population of the Province of Ontario; and,

WHEREAS it is evident to the Town of Ingersoll that municipalities are feeling pressure to provide incentives to attract and obtain health care professionals to meet their residents' health care needs; and,

WHEREAS the Town realizes there are inconsistencies in the types and amounts of incentives being offered by municipalities across the Province; and,

WHEREAS the affordability by municipalities to offer incentives is inequitable potentially jeopardizing the health care of residents geographically; and,

THEREFORE BE IT RESOLVED that the Council for the Town of Ingersoll sees it fit to eliminate incentives given by municipalities as part of health care recruitment as it is seen as a Provincial responsibility;

AND FURTHER THAT municipalities request the Province to develop and implement a plan to attract health care professionals including physicians in a fair and equitable manner without cost to municipalities;

AND FURTHER THAT the Council for the Town of Ingersoll respectfully requests that all municipalities in the Province of Ontario consider supporting the resolution from the Town of Ingersoll;

AND FURTHER THAT a copy of this resolution be forwarded to the Honourable Leona Aglukkaq, Federal Minister of Health; Premier Dalton

TOWN OF INGERSOLL

130 Oxford Street,
Ingersoll, Ontario
N5C 2V5



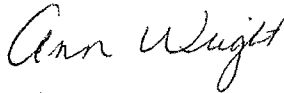
Phone: (519) 485-0120
Fax: (519) 485-3543
www.ingersoll.ca

McGuinty; Ontario Minister of Health Deb Matthews; Christine Elliott; Ontario PC Health Critic; and, France Gelinus, Ontario NDP Health Critic;

AND FURTHER THAT this resolution be circulated to all municipalities in Ontario.

The Town of Ingersoll is requesting support from all municipalities in Ontario to have cash incentives for the recruitment of health care professionals including doctors eliminated at the municipal level, and to shift the responsibility back to the province to create a plan to attract such professionals to all communities in a fair and equitable manner. Please have your Council consider supporting a similar resolution and forward your support.

Sincerely,



Ann Wright
Deputy Clerk/ Executive Assistant

c Premier Dalton McGuinty
Leona Aglukkaq, Federal Minister of Health
Deb Matthews; Ontario Minister of Health
Christine Elliott; Ontario PC Health Critic
France Gelinus, Ontario NDP Health Critic

RECEIVED

APR 27 2011

TWP. OF WELLINGTON NORTH

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

April 25, 2011

Mayor Tout & Wellington North Councillors:

I am writing this letter as an advocate for Darcy Culp and on behalf of the Arthur Merchants Fastball Association. For the past 14 years Darcy has hosted (with assistance) his Annual 3-Pitch Tournament. The Arthur Merchants, along with myself have assisted Darcy in one compacity or another over the 14 years. The last 8 years has found us running the entire tournament.

The tournament generally has approximately 16 men's teams and 12 mixed teams. Each year we approach a different organization to umpire (ie. minor ball or a junior team) that can use the funds. The Merchants bartend in the beer gardens, help provide security at the pavillion dances (friday & saturday nights) as well as other aspects of the tournament. Roger Deming and I provide supervision, collection of fees, sceduling umpires (provide training were needed), bartenders and security. One of us (usually both) is always at the tournament.

Darcy donates all monies raised after expenses back into the community. No one person(s) profits from this event. I'm proud to say that over the 14 years Darcy has donated thousands of dollars to various community organizations. Last year Darcy's tournament donated funds to minor hockey, softball, lacrosse, men's fastball league and the Grand Valley midget boy's softball team (which had 4 Arthur boys playing on it). We also donated to Wellington North Ringette. The foodbooth was run by the Figure skating Club to help them raise additional funds.

The purpose of this letter is to ask to have Darcy's 3-Pitch Tournament turned into an official "Community Event". I'm extremely proud to be representing Darcy and his tournament. I would take great pleasure presenting Darcy with such an achievement as to have his tournament declared a community event. This year I would like to request that this event be declared a Community Event indefinately until otherwise deemed by the Township. Thus sparing myself and the Councel less paperwork each year. Please contact me at the following number (519) 848-6560 or on my cell at (519)831-6464 with your decision.

This year Darcy's tournament is July 22 and 23. I hope to see you there!!
I appoligize for the late arrival of this letter/request as my health hasn't been the best.

Sincerley,



Twyla Hunter,
Darcy's Personal Advocate
The Arthur Merchant's
Director of Entertainment & Fundraising

Ministry of Community Safety
and Correctional Services
Emergency Management Ontario
77 Wellesley Street West Box
222 Toronto ON M7A 1N3

Ministère de la Sécurité communautaire et des
Services correctionnels Gestion des situations
d'urgence Ontario 77, rue Wellesley Ouest C.P. 222
Toronto ON M7A 1N3



Telephone/Téléphone: (416) 314-3723 Facsimile/ Télécopieur: (416) 314-3758 E-mail:
Information.EMO@ontario.ca File Reference/Référence: JEPP 2011-2012

April 27, 2011

Lorraine Heinbuch
7490 Sideroad West, P. O. Box 125,
KENILWORTH, N0G 2E0

Dear Lorraine:

Congratulations!

Emergency Management Ontario (EMO) is pleased to advise you that your application for federal funding in fiscal year 2011/2012 under the Joint Emergency Preparedness Program (JEPP) has been approved for the following project:

Project Number: ON-44-141

Project Description: Emergency Generator - Fixed Site

Approved Federal Share: \$10,000.00

Before beginning your project, please review the 2011/12 JEPP Provincial Guidelines for Project Applications and Funding information, by logging onto the website at www.ontario.ca/jepp. This document includes **conditions of approval, which includes an on-line mandatory signoff form submitted to EMO by May 30th 2011**, details about eligible costs, documentation of expenditures, and other requirements. I would also request that by May 30, 2011 you advise EMO in writing that you have secured funds in your budget and your intention to continue with this project. This could be done simply by sending an email to kay.agelakos@ontario.ca.

.../2

As you know, EMO is administering the JEPP program on behalf of the federal government. Due to the excessive funds left unused every year and the long list of projects waiting for funding; there is now a requirement to **submit a mandatory status update report of your project(s) to EMO by September 30, 2011, which can be done by simply sending an email to kay.agelakos@ontario.ca**. If the report is not received by that date, EMO may retract the funding and reallocate the funds to projects on the wait list.

Your project must be completed in accordance with your project application and the **approved funding items listed on line** (in some cases the funding items may have changed and/or deleted since the original application). A request for modifications to your project can be made at any stage during the project year. A formal written request to EMO is required to make any modifications to an approved application. Before making any purchases, you must receive official notification from EMO advising that the modifications have been approved. These changes may impact the federal funding share. Once a claim is submitted it is assessed against the most up-to-date approved project data.

You are reminded that your project must be completed during the current fiscal year. When your project is finished, please complete the JEPP claim form along with your **receipts and proof of payment**, and forward it to EMO for reimbursement of the federal share of your project. The date for submission of the claim is **March 31, 2012**.

Questions and inquiries about the completion of your project and about the completion of your claim may be directed as follows:

Kay Agelakos
Emergency Management Funding Coordinator
Joint Emergency Preparedness Program
Emergency Management Ontario
77 Wellesley Street West
Box 222
Toronto, ON M7A 1N3
Telephone: (416) 314 – 8620
Facsimile: (416) 314 – 2846
Email: Kay.Agelakos@Ontario.ca

Congratulations again on the approval of your JEPP project.

Sincerely,



Randy Reid



JOINT EMERGENCY PREPAREDNESS PROGRAM

JEPP Application Funding Approval

Emergency Generator - Fixed Site

Year JEPP
2011/12 ON-44-141

Government Agency
Chief Administrative Officer

Government
Wellington North, Township of

Mailing Address

Full Address Suite#/Floor#
7490 Sideroad West, P. O. Box 125,

City Province Postal Code
KENILWORTH Ontario N0G 2E0

Project Coordinator Email
Lorraine Heinbuch lheinbuch@wellington-north.com

Primary Telephone Alternate Fax
(519) 848 - 3620 Ext 32 () - Ext (519) 848 - 3551 Ext

PROJECT COSTS

Applicant Total	Federal Total	Grand Total
\$44,000.00	\$10,000.00	\$54,000.00

UNDERTAKING

I, the undersigned, having authority to make a commitment on behalf of the province/community in whose name this application is being made, hereby give the following undertaking:

- to comply with the terms and conditions of the Joint Emergency Preparedness Program; and
- upon completion of a project to issue to the public through the local media or to take such other steps as are necessary to acknowledge fully the nature and extent of Federal involvement and participation.
(Clippings/copy should be forwarded upon submitting a claim.)

Clerk-Treasurer/Accountant

Head of Government/Agency

Signature

Signature

Date

Date

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

BY-LAW NUMBER 32-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND THE MOUNT FOREST & DISTRICT CHAMBER OF COMMERCE AND THE ARTHUR & DISTRICT CHAMBER OF COMMERCE (Rural Economic Development Program – Wellington North Community Improvement Plan)

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

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

AND WHEREAS the purpose of the Rural Economic Development Program is to address barriers to economic growth and ensure that Ontario's small towns and rural communities remain viable, healthy and vibrant places in which to live, work and invest;

AND WHEREAS the Township of Wellington North has applied for funds under the Rural Economic Development Program to conduct a Wellington North Community Improvement Plan that will promote and guide economic revitalization of the downtown commercial area;

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

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs with respect to the Rural Economic Development Program in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required under the Rural Economic Development Program on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 2ND DAY OF MAY, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW 32-11
SCHEDULE "A"

Rural Economic Development Program
File # 5363

THE AGREEMENT effective as of the 16th day of February, 2011.

BETWEEN:

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

("OMAFRA")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

MOUNT FOREST & DISTRICT CHAMBER OF COMMERCE

ARTHUR & DISTRICT CHAMBER OF COMMERCE

(the "Recipients")

Background:

OMAFRA funds projects similar to the Project described in Schedule "A".

The Recipients have applied to OMAFRA for funds to assist the Recipients in carrying out the Project and OMAFRA wishes to provide such funds.

Consideration:

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

ARTICLE 1. DEFINITIONS

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

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

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

"Agreement" means this agreement entered into between OMAFRA and the Recipients and includes all of the schedules listed in section 27.1.

"Budget" means the budget attached to the Agreement as Schedule "E".

"Effective Date" means the date first set out at the top of the Agreement.

"Eligible Costs" means costs incurred after the Effective Date that are determined by

and complete at the time the Recipients provided it, and shall continue to be true and complete for the term of the Agreement in every respect.

2.2. Execution of Agreement. The Recipients represent and warrant that:

- a) they have the full power and authority to enter into the Agreement; and
- b) they have taken all necessary actions to authorize the execution of the Agreement including passing a municipal by-law authorizing the Recipients to enter into the Agreement with OMAFRA.

2.3. Governance. The Recipients represent, warrant and covenant that, they have, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- a) establish the expected code of conduct and ethical responsibilities at all levels of the Recipients' respective organizations;
- b) establish procedures to ensure their ongoing effective functioning;
- c) establish decision-making mechanisms;
- d) provide for the prudent and effective management of the Funds;
- e) establish procedures to enable the successful completion of the Project;
- f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- h) deal with such other matters as the Recipients consider necessary to ensure that the Recipients carry out their obligations under the Agreement.

2.4. Supporting Documentation. Upon request, the Recipients shall provide OMAFRA with proof of the matters referred to in Article 2.

ARTICLE 3. TERM OF THE AGREEMENT

3.1. Term. The term of the Agreement shall commence on the Effective Date and shall expire on April 30, 2012, unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

3.2. Project Spending End Date. The last date that Eligible Costs can be incurred for the Project is October 31, 2011.

ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT

4.1. Funds Provided. OMAFRA shall:

- a) provide an amount up to the Maximum Funds to the Recipients for the purpose of carrying out the Project;
- b) provide the Funds to the Recipients in accordance with the payment schedule in Schedule "B";
- c) deposit the Funds into an account designated by the Recipients provided that the account:

- i) resides at a Canadian financial institution; and
- ii) is in the name of the Recipient, The Corporation of the Township of Wellington North.

4.2. Limitation on Payment of Funds. Despite section 4.1, OMAFRA:

- a) shall not provide any Funds to the Recipients until the Recipients provide the insurance certificates or other documents provided for in section 11.2;
- b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- c) may adjust the amount of Funds it provides to the Recipients in any Funding Year based upon OMAFRA's assessment of the information provided by the Recipients in the Reports;
- d) shall only provide Funds for expenses that are Eligible Costs incurred by the Recipients on or before the Project Spending End Date; and
- e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), as amended, if OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA shall not be obligated to make the payment and OMAFRA may, pursuant to section 13.1, terminate the Agreement or may reduce the amount of the Funds and, in consultation with the Recipients, change the Project.

4.3. Use of Funding and Project. The Recipients shall:

- a) carry out the Project;
 - i) in accordance with the terms of the Agreement; and
 - ii) in compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to any aspect of the Project;
- b) use the Funds only for the purpose of carrying out the Project as described in Schedule A; and
- c) spend the Funds only in accordance with the Budget as described in Schedule B and
- d) shall not use the Funds for any net costs, including taxes, for which they have received, will receive or are eligible to receive a rebate, credit or refund.

4.4. No Changes. The Recipients shall:

- a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of OMAFRA; and
- b) abide by the terms and conditions OMAFRA may require pursuant to any consent.

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

4.6. Interest. If the Recipients earn any interest on the Funds:

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

4.7. **Further Limitation on Payment of Funds.** The Recipients acknowledge and accept that the Funds available to them pursuant to the Agreement shall not exceed the Maximum Funds.

4.8. **Taxes.** The Recipients shall not make claims against the Funds under this agreement for any tax costs (e.g. HST) incurred by the Recipients.

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

5.1. **Acquisition.** If the Recipients acquire supplies, equipment or services with the Funds or if the Recipients are seeking reimbursement from the Funds for supplies, equipment or services that it has already acquired, they shall do so or must have done so through a process that promotes the best value for the Funds it spends.

5.2. **Disposal.** The Recipients shall not, within three years of the Project End Date, without OMAFRA's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, or for which Funds were provided, the cost of which exceeded 10% of the Maximum Funds at the time of purchase.

ARTICLE 6. CONFLICT OF INTEREST

6.1. **No Conflict of Interest.** The Recipients shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2. **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- a) the Recipients; or
- b) any person who has the capacity to influence the Recipients' decisions; have outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipients' objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3. **Disclosure to OMAFRA.** The Recipients shall:

- a) disclose to OMAFRA without delay any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- b) comply with any terms and conditions that OMAFRA may prescribe as a result of the disclosure.

ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW

7.1. **Preparation and Submission.** The Recipients shall:

- a) submit to OMAFRA at the address provided in Section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by OMAFRA from time to time;

- b) submit to OMAFRA at the address provided in Section 18.1, any other reports requested by OMAFRA in accordance with timeline and content requirements specified by OMAFRA;
- c) ensure that all Reports and other reports are completed to the satisfaction of OMAFRA; and
- d) ensure that all Reports and other reports are signed on behalf of the Recipients by an authorized signing officer.

7.2. Record Maintenance. The Recipients shall keep and maintain:

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

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

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

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

7.5. No Control Over Unrelated Information. No provision of the Agreement shall be construed so as to give OMAFRA any control whatsoever over the Recipients' documentation or information that is not related to the Project or to the expenditure of Funds.

7.6. Auditor General. For greater certainty, OMAFRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

ARTICLE 8. CREDIT

- 8.1. **Acknowledge Support.** Unless otherwise directed by OMAFRA, the Recipients shall, in a form approved by OMAFRA, acknowledge the support of OMAFRA in any publication of any kind, written or oral, relating to the Project.
- 8.2. **Publication.** If the Recipients publish any material of any kind, written or oral, relating to the Project, the Recipients shall indicate in the material that the views expressed in the material are the views of the Recipients and do not necessarily reflect those of OMAFRA.

ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1. **FIPPA.** The Recipients acknowledge that OMAFRA is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to OMAFRA in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10. INDEMNITY

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

ARTICLE 11. INSURANCE

- 11.1. **Recipients' Insurance.** The Recipients represent and warrant that they have, and shall maintain for the term of the Agreement, at their own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy shall include the following:

- i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipients' obligations under, or otherwise in connection with, the Agreement;
- ii) a cross-liability clause;
- iii) contractual liability coverage; and
- iv) thirty (30) day written notice of cancellation, termination or material change.

- 11.2. **Proof of Insurance.** The Recipients shall provide OMAFRA with certificates of insurance, or other proof as may be requested by OMAFRA, that confirms the insurance coverage as provided for in section 11.1. Upon the request of OMAFRA, the Recipients shall make available to OMAFRA a copy of each insurance policy.

ARTICLE 12. TERMINATION ON NOTICE

- 12.1. **Termination on Notice.** OMAFRA may terminate the Agreement at any time upon giving at least thirty (30) days' Notice to the Recipients.
- 12.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 12.1, OMAFRA may:
- a) cancel all further instalments of Funds;

- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipients; and
- c) determine the Wind Down Costs, and:
 - i) permit the Recipients to offset the Wind Down Costs against the amount the Recipients owe pursuant to subsection 12.2(b); and/or
 - ii) subject to section 4.8, provide Funds to the Recipients to cover the Wind Down Costs.

ARTICLE 13. TERMINATION WHERE NO APPROPRIATION

13.1. Termination Where No Appropriation. If, as provided for in section 4.2(d), OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA may terminate the Agreement immediately by giving Notice to the Recipients.

13.2. Consequences of Termination. If OMAFRA terminates the Agreement pursuant to section 13.1, OMAFRA may:

- a) cancel all further instalments of Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipients; and/or
- c) determine the Wind Down Costs; and
permit the Recipients to offset such Wind Down Costs against the amount owing pursuant to subsection 13.2(b).

13.3. No Additional Funds. For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipients, OMAFRA shall not provide additional Funds to the Recipients.

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

14.1. Events of Default. Each of the following events shall constitute an "Event of Default":

- a) in the opinion of OMAFRA any Recipient has knowingly provided false or misleading information regarding their request for funds or in any other communication with OMAFRA;
- b) in the opinion of OMAFRA any Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
 - i) carry out the Project;
 - ii) use or spend Funds; and/or
 - iii) provide Reports or other such ad hoc reports as may be requested;
- c) the nature of the Recipients' operations, or their corporate status, changes so that they no longer meets one or more of the applicable eligibility requirements of the program under which OMAFRA provides the Funds;

- d) any one of the Recipients makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- e) any one of the Recipients ceases to operate; and
- f) an event of Force Majeure continues for a period of sixty (60) days or more.

14.2. Corrective Action. If an Event of Default occurs OMAFRA may, at any time, take one or more of the following actions:

- a) initiate any action OMAFRA considers necessary in order to facilitate the successful continuation or completion of the Project;
- b) suspend the payment of Funds for such period as OMAFRA determines appropriate;
- c) reduce the amount of the Funds;
- d) cancel all further payment of Funds;
- e) demand the repayment of any Funds remaining in the possession or under the control of the Recipients;
- f) demand the repayment of an amount equal to any Funds the Recipients used for purposes not agreed upon by OMAFRA;
- g) demand the repayment of an amount equal to any Funds OMAFRA provided to the Recipients; and/or
- h) terminate the Agreement immediately upon giving Notice to the Recipients.

14.3. Opportunity to Remedy. In addition to its rights provided for in section 14.2, OMAFRA may provide the Recipients an opportunity to remedy the Event of Default by providing Notice to the Recipients:

- a) of the particulars of the Event of Default; and
- b) of the period of time within which the Recipients is required to remedy the Event of Default.

14.4. Recipients not Remediating. If OMAFRA has provided the Recipients with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- a) the Recipients do not remedy the Event of Default within the time period specified in the Notice;
- b) it becomes apparent to OMAFRA that the Recipients cannot completely remedy the Event of Default within the time specified in the Notice or such further period of time as OMAFRA considers reasonable; or
- c) the Recipients are not proceeding to remedy the Event of Default in a way that is satisfactory to OMAFRA.

OMAFRA may initiate any one or more of the actions provided for in subsections 14.2 (d), (e), (f), (g) and (h).

14.5. Effective Date. The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15. FUNDS AT THE END OF A FUNDING YEAR

- 15.1. **Funds at the End of a Funding Year.** Without limiting any rights of OMAFRA under Article 14, if the Recipients has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, OMAFRA may:
- a) demand the return to OMAFRA of the unspent Funds; or
 - b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16. FUNDS UPON EXPIRY

- 16.1. **Funds Upon Expiry.** Without limiting any rights of OMAFRA under Article 14, the Recipients shall, upon expiry of the Agreement, return to OMAFRA any Funds remaining in its possession or under its control.

ARTICLE 17. REPAYMENT

- 17.1. **Debt Due.** If the Recipients owe any monies, including any Funds, to OMAFRA, whether their return or repayment has been demanded by OMAFRA or not, such monies shall be deemed to be a debt due and owing to OMAFRA by the Recipients, and the Recipients shall pay or return the amount to OMAFRA immediately unless OMAFRA directs otherwise.
- 17.2. **Interest Rate.** OMAFRA may charge the Recipients interest on any monies owing by the Recipients at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3. **Cheque Payable To.** The Recipients shall pay any monies owing to OMAFRA by cheque payable to the "Ontario Minister of Finance" and mailed to OMAFRA at the address provided in section 18.1.

ARTICLE 18. NOTICE

- 18.1. **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to, OMAFRA and the Recipients respectively, as set out below:

To OMAFRA:	To the Recipients:
Ministry of Agriculture, Food and Rural Affairs, 4 th Floor 1 Stone Road West Guelph ON, N1G 4Y2	The Corporation of the Township of Wellington North 7490 Sideroad 7 West, P.O. Box 125 Kenilworth, Ontario N0G 2E0
Attention: Martin Bohl, Director Rural Community Development Branch	Attention: Mr. Dale Small, Business Economic Manager
Fax: 519-826-4336	Phone: 519-848-3620

- 18.2. **Notice Given.** Notice shall be deemed to have been received:
- a) in the case of postage-prepaid mail, five (5) business days after such Notice is mailed; or

- b) in the case of personal delivery or facsimile, one (1) business day after such Notice is received by the other Party.

18.3. **Postal Disruption.** Despite subsection 18.2(a), in the event of a postal disruption,

- a) notice by postage-prepaid mail shall not be deemed to be received; and
- b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19. SEVERABILITY OF PROVISIONS

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

ARTICLE 20. WAIVER

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

ARTICLE 21. INDEPENDENT PARTIES

21.1. **Parties Independent.** The Recipients acknowledge that they are not agents, joint venturers, partners or employees of OMAFRA and the Recipients shall not take any actions that could establish or imply such a relationship.

ARTICLE 22. ASSIGNMENT OF AGREEMENT OR FUNDS

22.1. **No Assignment.** The Recipients shall not assign any part of the Agreement or any Funds without the prior written consent of OMAFRA which OMAFRA may, in its sole discretion, provide or withhold.

22.2. **Agreement to Extend.** The rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23. GOVERNING LAW

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

ARTICLE 24. FURTHER ASSURANCES

24.1. **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms of the Agreement to its full extent.

ARTICLE 25. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

25.1. **Force Majeure Means.** For the purposes of the Agreement, "Force Majeure" means an event that is:

- a) beyond the reasonable control of a Party; and
- b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.

25.2. **Force Majeure Includes.** Force Majeure includes:

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

if such events meet the test set out in section 25.1.

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

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

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

ARTICLE 26. SURVIVAL

26.1. **Survival.** The provisions in Article 1, sections 4.6(b), 7.1 (to the extent that the Recipients have not provided the Reports/reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2 (c), (d), (e), (f) and (g), 14.4, Articles 16, 17, 18, 19, 23, 27, 28 and 30, and all applicable definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement.

ARTICLE 27. SCHEDULES

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

- a) Schedule A - Project Description (Background, Objective, Scope and Timelines);

- b) Schedule B - Budget and Project Cost Schedule; and
- c) Schedule C - Reporting.

ARTICLE 28. ENTIRE AGREEMENT

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

ARTICLE 29. COUNTERPARTS

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

ARTICLE 30. JOINT AND SEVERAL LIABILITY

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

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

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

Name: Martin Bohl Date _____
Title: Director, Rural Community Development Branch

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

by:

Name: Raymond Tout Date May 2, 2011
Title: Mayor

by:

Name: Lorraine Heinbuch Date May 2, 2011
Title: Chief Administrative Officer/Clerk

I/we have authority to bind the Recipients.

MOUNT FOREST & DISTRICT CHAMBER OF COMMERCE

by:

Name: Date _____
Title:

I/we have authority to bind the Recipients.

ARTHUR & DISTRICT CHAMBER OF COMMERCE

by:

PROJECT DESCRIPTION

Name:

Date:

Title:

I/we have authority to bind the Recipients.

SCHEDULE "A"

PROJECT DESCRIPTION

(Background, Objective, Scope, Timelines, Etc.)

The purpose of the project is to prepare an innovative and comprehensive Community Improvement Plan (CIP) for the Township of Wellington North that will promote and guide economic revitalization of the downtown commercial area. The CIP will combine economic development, planning and urban tools into an innovative plan that is custom designed to address the key barriers to economic development and revitalization in the commercial area.

The CIP is a tool to stimulate private sector investment and to set legislative and policy framework for municipalities to engineer community change in a coordinated manner. A CIP will allow Wellington North to offer grants and loans to stimulate private sector investment. The CIP also allows municipalities to directly acquire, hold, clear and prepare land, such as brownfields, for community improvement. The process for completing the CIP will be guided by the Ministry of Municipal Affairs and Housing using the Community Improvement Planning Handbook and through the retention of an external consultant.

SCHEDULE "B"
REPORTING
BUDGET

Total Project Eligible Costs: \$29,000

Ontario Maximum Funds: \$15,000 (52% total of Eligible Costs)

Description of Eligible Costs	Approved Budget (\$)
1. Consultant Fees	\$20,000
2. Administrative Expenses (travel, postage, reporting)	\$2,500
3. Public Meeting Expenses (rental fees, distribution materials)	\$2,500
4. Project Coordination Expenses	\$4,000
Total Project Eligible Costs	\$ 29,000

Approved Project Schedule (Total Project Eligible Costs)

	Jan-Mar	Apr-Jun	Jul-Sep	Oct – Dec	Annual Total
2011		\$10,000	\$12,000	\$7,000	\$29,000
2012					
2013					
				Total	\$29,000

SCHEDULE "C"
REPORTING

The following Reports are to be provided in a form and with such content that are satisfactory to OMAFRA.

	Name of Reports and Details required	Examples attached
1.	Claims	Appendix 1 and 2
2.	Expenditure Forecast Report (as required)	Appendix 3
3.	Final Report	Appendix 4, 5 and 6
4.	Other reports as may be requested	If/As requested

Report Details

1. Claims

- (i) in accordance with the Term of the Agreement, the Recipients shall provide OMAFRA with Claim Submissions, part 1 and 2, including original invoices and proofs of payment;
- (ii) claims for payment are considered to be incomplete without both parts attached;
- (iii) OMAFRA will hold back 10% of the Maximum Funds, the release of which shall be contingent on submission of the Recipients' Final Performance Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

2. Expenditure Forecast:

- (i) To be completed.

3. The Final Report will:

- (i) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, or if not, why they were not, setting out lessons learned (Appendix 4);
- (ii) include a final accounting of all Project expenditures signed by the Chief Financial Officer, the Board chair or equivalent if applicable, or as otherwise agreed to by OMAFRA confirming actual Project expenditures and providing an explanation for any significant variances from the Budget (Appendix 5);
- (iii) include any applicable performance measures (Appendix 6).

4. Other Reports:

- (i) OMAFRA will specify the timing and content of any other reports as may be necessary.

Rural Economic Development Program

**Claim Submission
Part 1 -Progress Report**

File No.	Project Title:	
Claim No.	Period Covered:	Due Date:

ACTIVITIES FOR THIS REPORT:

RESULTS

ISSUES WHICH MAY IMPACT ON THE PROJECT'S SUCCESS AND TIMING FOR COMPLETION?

SIGNATURE

Project Representative:	Date:
-------------------------	-------

Appendix 2



**Claim Submission
Part 2 – Claim Report**

Part 1 - Project Information

File No.	Project Title:	Completion Date:
Claim No.	Period Covered:	Final Claim (Yes/No)

Authorized
Official

Name of Project Representative	Date
I certify the costs claimed are eligible costs and in compliance with the provincial legal agreement. Signature	

Part 2 - New Invoices

Budget Line #	Invoice #	Date	Vendor Name	Work Description	Invoice Amount	Tax (Such as HST)	Net Claim Amount (Less Tax)	Paid (Yes/No)	Cheque #
Total Amount Claimed					\$ -	\$ -	\$ -		

Attach Invoices and Proofs of Payment as listed above and send to:
Rural Economic Development Program

Ontario Ministry of Agriculture, Food and Rural Affairs
4th Floor, 1 Stone Road W., Guelph, ON N1G 4Y2

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Total Eligible Costs Expenditure Forecast

RURAL ECONOMIC DEVELOPMENT (RED) PROGRAM

RED Expenditure Forecast

 Due Date:
 Contact:
 Fax #:

Project Information:

File #:	
Project Title:	
Project Completion Date:	

Current Forecast:

Total Approved Eligible Costs	Total eligible costs incurred from Project start until current quarter				Annual Total
	(Jan-Mar)	(Apr-Jun)	(Jul-Sep)	(Oct-Dec)	
2011					
2012					
2013					
2014					
Forecasted Total					

 ** All figures above reflect the Total Eligible Project Costs, NOT the amount of RED funding to be received.

Please only complete the following section if the information above is no longer accurate

RED Funding Transfer Request:

Updated Project Completion Date:

Total Approved Eligible Costs	Total eligible costs incurred from Project start until current quarter				Annual Total
	(Jan-Mar)	(Apr-Jun)	(Jul-Sep)	(Oct-Dec)	
2011					
2012					
2013					
Forecasted Total					

 Rationale MUST be provided for any requested funding allocation changes:

--

IMPORTANT TO NOTE:

- 1) If you agree with the "Current Forecast" (i.e. you expect to incur expenses as outlined in the current forecast), please sign the declaration below and return the spreadsheet by mail or fax. However, if your forecast of expenses has changed you must complete the "RED Funding Transfer Request" chart. Similarly, if you require an extension to the project completion date (refer to Project Information section) please provide the new date and the rationale in comment area provided. Once completed, please sign the declaration at the bottom of the spreadsheet and return by mail, fax or email.
- 2) All requests will be reviewed by RED program management. **Unless you receive written approval from your RED analyst, movement of funds across fiscal years or extending the project completion date is not permitted.** Your RED analyst with contact you with further details.
- 3) Costs should be entered based on the accrual accounting method. Therefore, costs should be entered in the quarter in which they were/are going to be incurred, not when they were/are going to be paid.
- 4) The "Forecasted Total" must not exceed the "Total Approved Eligible Costs."

Declaration:

I certify that the financial information contained within this report is true and accurate to the best of my knowledge. Costs related to our approved Rural Economic Development Program project will be incurred for the amount on the schedule as indicated above.

Please Print Name	Signature	Title	Date
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File:

Date Approved:

Project Title:

Recipient:

Contact:

Telephone:

Total Project Costs: \$

Funding Approved: \$

Start Date:

End Date:

Section 1. Summary of Project and Results

Table area containing project details and results, mostly illegible due to scan quality.

Financial Summary

Rural Economic Development Program Project File # _____
For the period from _____ to _____
Sources of Funds

Name/Organization	Amount
Partners	
1.	
2.	
3.	
4.	
Other private contributions	
1.	
2.	
Other public contributions	
1.	
2.	
RED Program	
1. Funds Received to Date	
2. Expected Holdback (10%)	
Total sources of Funds	

Uses of Funds

Line Item Expense	Amount
1.	
2.	
3.	
4.	
5.	
6.	
Total uses of Funds	

I have reviewed and approved the financial summary presented above and hereby declare, to the best of my knowledge, during this period covered we were not in breach or violation of any of the covenants contained in the Agreement.

Signed by the Recipients and dated this _____ day of _____, 20____.

Recipient Name and Title _____

Signature _____

The following table must be completed with the results of your project. Not all measures will be applicable to your Project (leave blank). Please use both qualitative measures (e.g., improvements made, awareness, efficiencies gained, etc.) and quantitative measures (e.g., number of activities/events, number of materials distributed, etc.) that demonstrate the impact of your project. Please include how you measured the results.

Project Deliverables	Short-Term Results or Outcomes	Long-Term Results or Outcomes
Number of jobs created, retained or upgraded		
Amount of new investment in the community and/or the Ontario business climate		
Contributed to <u>revitalized community</u> or downtown		
Contributes to skills training and/or enhancement		
Number of new alliances and/or partnerships		
Number of community groups involved or benefiting from your project		
Number of innovative products/services or technologies for rural Ontario		
Number of tools, information and/or resources for rural economic development		
Number of barriers to economic development overcome		

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

BY-LAW NUMBER 33-11

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Lot 7, Concession 10, former Township
of West Luther, 8339 10th Line – Randall Martin)**

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 changing the zoning on lands described as Lot 7, Concession 10, as shown on Schedule "A" attached to and forming part of this By-law from Agricultural (A) to "Agricultural Exception (A-107)
2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

**"33.107
Lot 7, Con 10**

**A-107 Notwithstanding any other section of
this by-law to the contrary, a residential
dwelling shall be prohibited in this zone.
Other agricultural uses, that are not
accessory to a dwelling, are 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 2ND DAY OF MAY, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 33-11

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exception (A-107)

**This is Schedule "A" to By-law No. 33-11
Passed this 2nd day of May, 2011**

RAYMOND TOUT, MAYOR

LORRAINE HEINBUCH, C.A.O./CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 33-11

THE LOCATION being rezoned is legally described as Lot 7, Concession 10 and has a civic address of 8339 10th Line. The land is approximately 40.5 ha (100.2 ac) in size and is currently farmed.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural land (A-107). This rezoning is a condition of severance application B21/11, that was granted provisional approval by the Wellington County Land Division Committee in February, 2011. The consent will sever the existing farm dwelling (0.5 ha (1.28 ac)) from the remainder of the agricultural parcel (40.5 ha (100.2 ac)). The property is currently zoned Agricultural.

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

BY-LAW NUMBER 34-11

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT RE
SEVERANCE CONSENT CONDITIONS. (H. BYE CONSTRUCTION,
LONDON ROAD DEVELOPMENT AGREEMENT)**

WHEREAS:

- A. Subsection 51 (26) of the Planning Act provides that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision imposed by an approval authority and such agreements may be registered against the land to which they apply and subsection 53 (12) of the Planning Act provides that the same powers apply to consents to severance as defined in subsection 50 (1) of the Act.
- B. H. Bye Construction Limited ("the Owner") is the registered owner of the following lands having property identifier number 71066-0019 (LT) having a frontage on London Road of 306 feet more or less and a frontage on Birmingham Street of 582 feet more or less in the geographic area of the former Town of Mount Forest:
- Part of Park Lot 4 on the South side of Birmingham Street according to the Plan for the Town of Mount Forest, being Part 1 on deposited Plan 60R-2008 save and except therefrom Part 1 on deposited Plan 60R-2231, in the Township of Wellington North, in the County of Wellington (hereinafter called "the lands").
- C. The Owner has applied to the County of Wellington Planning and Land Division Committee (herein called "the Committee") for consents to sever the lands pursuant to Section 53 of the Planning Act into two Multi-Residential Building Lots for immediate development and a retained lot (the "Development Lands") for future development under Applications Nos. B110/10 and B111/10.
- D. The two Multi-Residential Building Lots to be created under Section 53 of the Planning Act are shown as Parts 1 and 3 on Plan 61R-11573 deposited in the Office of Land Titles for the Division of Wellington (No. 61) on the 22nd day of February, 2011.

- E. This Agreement is being made to address Conditions of Approval established by the Committee as authorized by Section 51 (25) (d) of the Planning Act and the requirements of Wellington North for the Development of the Lands being as of the date of this agreement vacant lands.

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

1. The Mayor and the Clerk are hereby authorized and directed to sign a Development Agreement on behalf of The Corporation of the Township of Wellington North with the Owner in substantially the same form as the draft Development Agreement attached hereto as Schedule 1.
2. The Clerk is directed to cause the Development Agreement to be registered on the title to the lands after it has been duly signed by the parties.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 2ND DAY OF MAY, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 34-11
SCHEDULE 1**

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the day of April, 2011.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

**Hereinafter called "Wellington North"
of the FIRST PART,**

- and -

H. BYE CONSTRUCTION LIMITED

**Hereinafter called "the Owner"
of the SECOND PART.**

WHEREAS:

- A. The Owner is the registered owner of the following lands having property identifier number 71066-0019 (LT) with a frontage on London Road of 306 feet more or less and a frontage on Birmingham Street of 582 feet more or less in the geographic area of the former Town of Mount Forest:

Part of Park Lot 4 on the South side of Birmingham Street according to the Plan for the Town of Mount Forest, being Part 1 on deposited Plan 60R-2008, save and except therefrom Part 1 on deposited Plan 60R-2231, in the Township of Wellington North, in the County of Wellington (hereinafter called "the lands").

- B. The Owner has applied to the County of Wellington Planning and Land Division Committee (herein called "the Committee") for consents to sever the lands pursuant to Section 53 of the Planning Act into two Multi-Residential Building Lots for immediate development and a retained lot (the "Development Lands") for future development under Applications Nos. B110/10 and B111/10.
- C. The two Multi-Residential Building Lots to be created under Section 53 of the Planning Act are shown as Parts 1 and 3 on Plan 61R-11573 deposited in the Office of Land Titles for the Division of Wellington (No. 61) on the 22nd day of February, 2011.
- D. This Agreement is being made to address Conditions of Approval established by the Committee as authorized by Section 51 (25) (d) of the Planning Act and the requirements of Wellington North for the Development of the Lands being as of the date of this agreement vacant lands.
- E. The Owner intends to develop the Development Lands for residential purposes in the future and the works to be constructed or installed under this Agreement by the Owner form part of the works required to assist in the servicing of the Development Lands.

- F. Subsection 51 (26) and subsection 53 (12) of the Planning Act provide that this Agreement may be registered on the title to the lands and that Wellington North is entitled to enforce the provisions of it against the Owner and subject to the Land Titles Act any and all subsequent owners.

NOW THEREFORE IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY WHEREOF THE PARTIES IRREVOCABLY ACKNOWLEDGE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Building Permits.** The Owner covenants and agrees not to apply for a building permit for the said multi-residential building lots until all of the requirements under paragraphs 2, 3, 5 and 8 of this Agreement have been carried out to the satisfaction of Wellington North.
2. **London Road/Water Service.** The Owner covenants and agrees at its sole cost to construct and install a 6-inch watermain, being an extension of the existing 6-inch watermain partially servicing London Road, from the most northerly angle of Part 1 on deposited Plan 60R-2231 (being the residential lot at 101 London Road) to a point in Birmingham Street complete with fire hydrant to the satisfaction of Wellington North and in accordance with engineer's drawings satisfactory to and approved by Wellington North.
3. **London Road/Sanitary Sewer Service.** The Owner covenants and agrees:
 - (i) at its sole cost to construct and install a sanitary sewer service line satisfactory to Wellington North from the existing sanitary sewer service line on Wellington Street northwesterly along London Road to a point adjacent to the mid-point of that part of the Development Lands being Part 2 on Plan 61R-11573 (future internal road) and in accordance with engineer's drawings satisfactory to and approved by Wellington North;
 - (ii) at its sole cost to extend or 'stub' the sanitary sewer service line from the said point southwesterly to the northeasterly boundary of Part 2 on Plan 61R-11573 and in accordance with engineer's drawings satisfactory to and approved by Wellington North;
 - (iii) at its sole cost to disconnect the sanitary sewer pipe connection servicing the property at 101 London Road to the satisfaction of and at the direction of Wellington North at the time of the connection of the new sanitary sewer service line required under subparagraph (i) and in conjunction with the requirements of subparagraph (iv);
 - (iv) to construct and install a new sewer service lateral connection from the new sanitary sewer service line required under subparagraph (i) to the property at 101 London Road provided that Wellington North shall reimburse the Owner for the cost of the lateral connection required under this subparagraph;

- (v) at its sole cost, and to the satisfaction of Wellington North, to repair and return the Wellington Street/London Road paved intersection to its condition as of the date of this Agreement in conjunction with the construction and installation of the new sanitary sewer service line on London Road to be required under subparagraph (i); and
 - (vi) at its sole cost to construct and install on London Road two (2) catch basins at locations satisfactory to Wellington North and in accordance with engineer's drawings satisfactory to and approved by Wellington North, to receive surface water drainage and sump pump drainage from the two Multi-Residential Building Lots and any applicable drainage from the Development Lands, and further to construct and install in such manner lateral connections from the catch basins to the existing storm sewer service line on the northeasterly side of London Road.
4. **London Road/Sump Pumps Outlet.** The Owner covenants and agrees at its sole cost to service the two Multi-Residential Building Lots with storm sewer connections for basement sump pumps satisfactory to Wellington North which shall be mandatory for residential buildings constructed on the lots. The sump pump storm sewer connections shall outlet to the said catch basins in accordance with engineer's drawings satisfactory to and approved by Wellington North.
5. **London Road/Grading and Stormwater Drainage.** The Owner covenants and agrees:
- (i) that it shall not apply for a building permit for either of the Multi-Residential Building Lots until it has provided Wellington North with a Grading and Drainage Plan prepared by the Owner's engineers and approved by Wellington North for the said lots and accommodating applicable drainage from the Development Lands which the Owner intends to develop in the future; and
 - (ii) after the two Multi-Residential Building Lots have been graded in accordance with the Grading and Drainage Plan no change shall be made to the actual finished elevation and grading of either of the lots in any way that results in a material alteration of drainage on or across the lots or adjacent lands from that shown on the approved Grading and Drainage Plan.
6. **Obligation to Maintain Grading.** It is agreed and understood that subsection 51 (26) and subsection 53 (12) of the Planning Act, R.S.O. 1990, c.P.13 apply and Wellington North may enforce this provision against the Owner and all subsequent owners of Multi-Residential Building Lots, and in addition or alternatively Wellington North may, in the event that this paragraph is contravened, direct that the contravention be remedied by the Owner or subsequent owners failing which Wellington North may proceed to remedy the contravention at the lot owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.
7. **Prevention of Surface Water Flow.** The Owner and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the approved Grading and Drainage Plan over either of the Multi-Residential Building Lots by the construction, erection or placement thereon of any damming device, building,

structure or other means. It is agreed and understood that subsections 51 (26) and 53 (12) of the Planning Act, R.S.O. 1990, c.P.13 apply and Wellington North may enforce this provision against the Owner and all subsequent owners of any of the said lots, and in addition or alternatively Wellington North may, in the event that this paragraph is contravened, direct that the contravention be remedied by the Owner or subsequent owners failing which Wellington North may proceed to remedy the contravention at the lot owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

8. **London Road/Road Upgrade Costs.** The Owner covenants and agrees to pay to Wellington North prior to the issuance by Wellington North of a clearance letter to the Wellington County Land Division Committee of the severance consent conditions for Applications B110/10 and B111/10 the sum of THIRTEEN THOUSAND, FIVE HUNDRED AND TWENTY-ONE DOLLARS AND THIRTY EIGHT CENTS (\$13,521.38) as the Owner's one time fixed contribution to the future upgrading of London Road between the extension of the northwesterly limit of Part 1 on Plan 60R-2231 (101 London Road) and the southeasterly limit of Birmingham Street to Wellington North's Urban Municipal Servicing Standards. The words "upgrading of London Road" in this paragraph do not include the paving requirements provided for in paragraph 9.
9. **London Road/Paving.** Subject to Wellington North's contribution, the Owner covenants and agrees at its sole cost to construct and install the first 50mm lift of 6.71m wide asphalt paving in accordance with Wellington North's Urban Municipal Servicing Standards on the following portion of London Road within one (1) year after the works and obligations required and set out in paragraphs 2 and 3 have been completed and as directed by Wellington North: London Road between the northwesterly limit of Wellington Street and the southeasterly limit of Birmingham Street; provided that Wellington North shall reimburse the Owner for the cost of the said asphalt paving for the portion of London Road from the northwesterly limit of Wellington Street to the extension of the northwesterly limit of Part 1 on Plan 60R-2231 (101 London Road).
10. **Engineering Inspection.** During construction and installation of the works on London Road required under this Agreement the Owner shall have onsite engineering inspection in place to the satisfaction of Wellington North to ensure compliance with the required and approved engineer's plans.
11. **Security.** Prior to the commencement of any of the works and obligations required under this Agreement on London Road by the Owner, the Owner shall file with and deliver to Wellington North either a banker's draft made payable to Wellington North or an irrevocable Letter of Credit satisfactory to the Clerk, to guarantee all the provisions of this Agreement pertaining to London Road the cost of which the Owner must pay in the principal sum of ONE HUNDRED AND TWO THOUSAND EIGHT HUNDRED DOLLARS (\$102,800.00) (which represents 100% of the approved estimated cost of the Owner's obligations under paragraphs 2, 3 and 8 herein). The said banker's draft or Letter of Credit shall be kept in full force and effect until such time as the Owner's engineer confirms at the Owner's expense that the Owner has carried out the works and obligations provided for in this Agreement. For purposes of this paragraph the reference

to a Letter of Credit means a Letter of Credit from a Canadian chartered bank which is irrevocable and can be drawn upon at any time by Wellington North without question.

12. **As-Built Drawings.** Within six (6) months from the completion of the works and obligations required under paragraphs 2, 3 and 8 of this Agreement the Owner shall file with Wellington North completed 'as-built engineer's drawings' satisfactory to Wellington North.
13. **Wellington North's Professional Fees and Disbursements.** The Owner shall reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to Wellington North on or before the signing of this Agreement as a deposit towards the said professional fees and disbursements, and when the said deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by Wellington North, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 2, 3, 4, 5, 7 and 8 herein have been completed. Without limiting the foregoing, the Owner shall reimburse Wellington North for all of Wellington North's own engineering costs relating to approvals required from Wellington North under this Agreement.
14. **Local Services.** The Owner acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to a condition of approval under Section 53 of the Planning Act and these are local services pursuant to subsection 59 (2) of the Development Charges Act, 1997 installed by or paid for by the Owner.
15. **Development Charges Credits.** The Owner hereby releases and forever discharges Wellington North from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of Wellington North passed under the Development Charges Act, 1997 with respect to the two Multi-Residential Building Lots.
16. **MOE Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment have been obtained at its sole cost with respect to the works and obligations required under this Agreement prior to the commencement of any of the said works and obligations requiring such permit or certificate.
17. **Insurance.** The Owner shall insure against all damages or claims for damage in an insurance company satisfactory to Wellington North's Clerk. Such policy or policies shall be issued in the joint names of the Owner, Wellington North and Wellington North's consulting engineer and the form and content shall be subject to the approval of Wellington North. The minimum limits of such policy shall be \$2,000,000.00 all inclusive, but Wellington North shall have the right to set higher amounts. The policy shall be in effect for the period during which Wellington North holds the security hereinbefore provided for. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which they may be held responsible.

18. **Registration of Agreement.** Prior to the issuance by Wellington North of a clearance letter to the Wellington County Land Division Committee of the severance conditions for Applications B110/10 and B111/10, this Agreement shall be registered in the Land Titles Office for Wellington (No. 61) by or in a manner approved by Wellington North's solicitor.
19. **Construction Lien Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the *Construction Lien Act*. The Owner agrees to indemnify and save completely harmless Wellington North from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement on London Road, and, on demand by Wellington North, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon London Road.
20. **Waiver.** The failure of Wellington North at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Wellington North of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Wellington North shall specifically retain its rights at law to enforce this Agreement.
21. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.
22. **Enforcement.** The Owner acknowledges that Wellington North, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
23. **Development Lands.** It is agreed and understood that:
 - (i) the Owner intends to develop the Development Lands in the future which development will be facilitated by the services constructed on London Road under this Agreement and prior to such development, or any development on the Development Lands, the Owner shall enter into a Development Agreement with Wellington North in accordance with its normal policies and applicable laws for land development;
 - (ii) notwithstanding the generality of subparagraph (i) it is agreed and understood that if the Owner develops the Development Lands the Owner shall be responsible for payment of fifty percent (50%) of the cost of the Birmingham Street road construction costs for the portion of Birmingham Street upon which the Development Lands and the northwesterly Multi-Residential Building Lot have

frontage (582 feet more or less being the northwesterly limit of Part 1 on Plan 60R-2231) or, shall be responsible for a payment towards such road construction costs as required by Wellington North at the time of the development; road construction costs shall mean costs to construct the road to Wellington North's Urban Municipal Servicing Standards and shall not include water and sanitary sewer servicing; and

- (iii) notwithstanding the generality of subparagraph (i) it is agreed and understood that if the Owner develops the Development Lands the Owner shall make a contribution at a time to be determined by Wellington North to part of the future costs of the construction and installation of an oversize storm sewer pipe from the most westerly angle of the Development Lands (being also the most westerly angle of Part 1 on Plan 60R-2231) to join with the existing oversize storm sewer pipe at approximately the midpoint of the northwesterly limit of Part 1 on Plan 60R-2231, such portion of costs to be based upon the storm sewer pipe size (estimated to be 12 inches) that would be required for the development of the Development Lands and otherwise to be dealt with in the said Development Agreement.

- 24. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to Wellington North and its successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by the Party of the First Part as of the day of April, 2011:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per: _____
Raymond Tout - Mayor

Per: _____
Lorraine Heinbuch - Clerk
We have authority to bind the corporation.

IN WITNESS WHEREOF this Agreement has been signed by the Party of the Second Part as of the day of April, 2011:

H. BYE CONSTRUCTON LIMITED

Per: _____
Randall Harry Bye, President
I have authority to bind the Corporation.

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

BY-LAW NUMBER 5245-11

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

WHEREAS Section 27 of the *Municipal Act, 2001*, S.O. 2001, Chapter 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 Township of Wellington North hereby enacts as follows:

1. **DEFINITIONS:** In this by-law:
 - a. "Council" means the Council of the Corporation of the Township of Wellington North.
 - 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 Township of Wellington North.
- 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 FINALLY PASSED
THIS 2ND DAY OF MAY, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 35-11

**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 MAY
2, 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 May 2, 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 2ND DAY OF MAY, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**



A N N O U N C E M E N T

**Township of
Wellington North**

2011 Budget Open House

Monday, May 9, 2011 at 7 p.m.

Council Chambers, Municipal Office

7490 Sideroad 7 West, Kenilworth

7:15 Formal Presentation

7:45 Question & Answer

Open House

**Members of Council and Staff will be
in attendance to field questions
related to the proposed 2011 Budget**

MEETINGS, NOTICES, ANNOUNCEMENTS

Monday, May 9, 2011	2011 Budget Open House	7:00 p.m.
Tuesday, May 10, 2011	Recreation & Culture Committee	8:30 a.m.
Monday, May 16, 2011	Regular Council	7:00 p.m.
Tuesday, May 17, 2011	Water/Sewer Committee	8:30 a.m.
Tuesday, May 17, 2011	Works Committee	Following Water/Sewer
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