



# Township of Wellington North

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

## Regular Meeting of Council

Monday, July 23, 2012

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

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- Mayor Tout	
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<b><u>DECLARATION OF PECUNIARY INTEREST</u></b>	
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Lorraine Heinbuch, Chief Administrative Officer/Clerk		

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, July 9, 2012

The Public Meeting was held Monday, July 9, 2012 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider two Zoning Amendment applications.

**Present:**

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

**Also Present:**

**Deputy Clerk: Cathy More**  
**Executive Assistant: Cathy Conrad**  
**Township Planner: Linda Redmond**

**Mayor Tout called the meeting to order.**

**Declaration of Pecuniary Interest:**

None declared.

**Owner/Applicant: John Rooney and Nancy Rooney**

**THE LOCATION** of the property subject to the proposed amendment is described as Part of Park Lot 5, N/S Smith Street, Crown Survey, and is municipally known as 320 Smith Street in the Village of Arthur. The area to be rezoned is 1.26 hectares in size.

**THE PURPOSE AND EFFECT** of the proposed amendment is to rezone the subject lands to address the location of an appropriate building envelope, protect the woodlands and provide for a reduced lot frontage. This rezoning is a condition of severance application B71/11, that was granted provisional approval by the Wellington County Land Division Committee.

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.

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# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, July 9, 2012

### Page Two

1. Notice for the public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 14, 2012.

2. Request for Deferral received from Angela Alaimo, Solicitor for the Applicant.

Council deferred the application as requested by the applicant.

3. Application for Zoning By-law Amendment

4. Presentation by:

Linda Redmond, Planner, reviewed her comments dated March 13, 2012.

Ms. Redmond explained that the Planning Department had concerns regarding the development of the property. If a house is constructed at the front of the property then development could not take place on the remaining lands. The neighbours are requesting that the wood lot be preserved. The Planning Department recommended that the building envelope protect the wood lot.

5. Review of Correspondence received by the Township:

Grand River Conservation Authority  
- No objections

6. Mayor Tout opened the floor for any questions/comments.

None.

7. Comments/questions from Council.

None.

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, July 9, 2012

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#### **Owner/Applicant: Roy May and Roger May**

**THE LOCATION** of the property subject to the proposed amendment is described as Part of Lot 9, Concession 8 and is municipally known as 9042 Wellington Rd. 16. The property is 35.6 ha (88 ac) in size.

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural, “retained” portion of the property. Additionally relief from the zoning by-law for a proposed 139.3 m<sup>2</sup> (1500 ft.<sup>2</sup>) accessory structure is being requested. This rezoning is a condition of severance application B7/12, that was granted provisional approval by the Wellington County Land Division Committee in April 2012.

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

(12) 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.

8. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 18, 2012.

9. Application for Zoning By-law Amendment

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, July 9, 2012

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10. Presentation by:

Linda Redmond, Planner, reviewed her comments dated June 28, 2012.

The zoning amendment is required as a condition of provisional consent (B7/12) by the Wellington County Land Division Committee. The Planning Department had no objections to implementing this decision. Both the Provincial Policy Statement and County Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future residential dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

Additionally, the applicants have requested zoning relief to allow for a proposed shed of 1500 ft<sup>2</sup> and a height of 16 feet on the severed parcel. The Planning Department had no objections.

The subject land is legally described as Part of Lot 9, Concession 8, geographic Township of West Luther, and has a civic address of 9042 Wellington Road 16. The land is approximately 88 acres in size and is occupied by a dwelling, with a barn recently removed as a condition of consent.

The purpose of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property. This rezoning is a condition of severance application B7/12. The consent will sever the existing farm dwelling 1.07 acres from the remainder of the agricultural parcel 87 acres. Additionally, as part of this application a site specific zoning relief is requested for the severed property in order to allow the construction of 1500 ft<sup>2</sup> shed, with a height of 16 feet.

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

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

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

Section 10.3.4 of the Official Plan states: "A severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

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

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

Under the Zoning By-law the subject lands are zoned Agricultural (A). The attached draft by-law places a site specific exception to prohibit a dwelling on the 87 acre agricultural parcel. An additional site specific exception would allow for a 1500 ft<sup>2</sup> shed, with a height of 16 ft., on the severed parcel.

#### 11. Review of Correspondence received by the Township:

Grand River Conservation Authority  
- No objections



TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

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12. The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the By-law must submit a written request.

13. Mayor opens floor for any questions/comments.

The applicant was present to answer any questions. The purchaser of the residential lot was present and indicated that the proposed shed will be used for storage.

14. Comments/questions from Council.

Councillor Lennox clarified that the shed does not exist but is proposed to be built.

15. Adjournment 7:20 p.m.

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C.A.O./CLERK

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MAYOR

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, July 9, 2012

Following Public Meeting

Members Present:

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

Also Present:

Deputy Clerk: Cathy More  
Executive Assistant: Cathy Conrad

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 Yake  
Seconded by: Councillor Lennox

*THAT the Agenda for the July 9, 2012 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

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E. DELEGATIONS, DEPUTATIONS, PETITIONS

1. Randy Pettapiece, MPP Perth-Wellington  
Re: Presentation

Mr. Pettapiece appeared before Council to provide a brief update on his work representing the riding of Perth-Wellington. Mr. Pettapiece feels his chief responsibility is to the people in his riding and tries to meet and talk to people about their concerns. He recently attended a meeting in Arthur and one in Aboyne to discuss the horse racing industry. The budget was passed in June and as a result slots at racetracks will end. This is going to affect many ridings in Ontario. Two have closed already and one more will close soon. The Provincial government appears to be ignoring rural and small towns in regards to energy policies. Mr. Pettapiece expressed concerns about how the Provincial Gas Tax is distributed. He has a website where discussion papers regarding energy and labour can be viewed.

2. Abigail Burt, M.Sc., P.Geo., Quaternary Geologist  
Ontario Geological Survey, Ministry of Northern Development and Mines  
Re: Presentation of New Multi-Year 3-D Mapping Project

Ms. Burt appeared before Council with a presentation regarding 3-D mapping of the Mount Forest to Elmira area. The Ontario Geological Survey is engaged in the effort to find, assess and protect Ontario's groundwater resource through regional scale and targeted 3-D surficial aquifer mapping projects. The study area involves 4 Counties/Regional municipalities; including 10 Towns and Townships and 3 Conservation Authorities. There are approximately 15,000 wells in the survey area. This area was chosen for its buried bedrock valleys, infiltration and thick sediments. Areas of special interest include safe aquifer, transfer water and deep protected aquifer. The purpose is to assemble and standardize existing subsurface data using borehole datasets, geology and topography maps and geological reports. The survey hopes to acquire new high quality data using man-made and natural exposures, geophysical survey and hand auger. Drilling of monitoring wells will take place on public lands and is fully insured.

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E. DELEGATIONS, DEPUTATIONS, PETITIONS (continued)

2. Abigail Burt, M.Sc., P.Geo., Quaternary Geologist  
Ontario Geological Survey, Ministry of Northern Development and Mines  
Re: Presentation of New Multi-Year 3-D Mapping Project (continued)

A 3-D model will be created plotting borehole traces and picking the tops of sediment packages to fill in the spaces between wireframes with blocks. Technical products include ground resource studies, volumes and grids for hydrogeologists and interactive drillhole data. Survey applications include source water protection, protection of sensitive ecosystems, remediation of Ontario's brownfields, land use planning and resource development.

F. MINUTES

1. Regular Meeting of Council, June 25, 2012

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT the minutes of the Regular Meeting of Council held on June 25, 2012 be adopted as circulated.*

**Resolution Number: 2**

**Carried**

G. BUSINESS ARISING FROM MINUTES

1. Zoning By-law Amendment Application  
Re: 2016065 Ontario Limited – Curve Rock

Linda Redmond, Township Planner, reviewed the application that was before Council previously to construct two 20 unit apartment buildings. The applicant wants to eliminate one apartment building and build six townhouses. The application had been deferred due to concerns of the Condominium Corporation. Those concerns have been addressed and the Corporation is satisfied. The amendment will be site specific to provide relief so they can have two units together rather than three.

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THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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H. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Economic Development Committee  
- Minutes, June 13, 2012

Moved by: Councillor Yake  
Seconded by: Councillor Lennox

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on June 13, 2012.*

Resolution Number: 3

Carried

2. Fire Committee  
- Minutes, June 26, 2012

Moved by: Councillor Goetz  
Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Fire Committee meeting held on June 26, 2012.*

Resolution Number: 4

Carried

I. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION

1. Jason Benn, Fire Prevention Officer, Wellington North Fire Service  
Re: Mount Forest Kin Club Awarded Prestigious Fire Safety Award  
- received as information

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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J. BY-LAWS

1. 45-12 Being a By-law to Amend Zoning By-law Number 66-01 (Part of Park Lot 2, South of Durham Street and East of Main Street. Township of Wellington, Formerly the Town of Mount Forest – Curve Rock Development)

Moved by: Councillor Yake  
Seconded by: Councillor Lennox

*THAT By-law Number 45-12 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 Park Lot 2, South of Durham St. and East of Main St., Township of Wellington North, formerly Town of Mount Forest – Curve Rock Development)*

Resolution Number: 5

Carried

2. 46-12 Being a By-law to Amend Zoning By-law Number 66-01, being the Zoning By-Law for the Township of Wellington North (Part Lot 9, Concession 8, 9042 Wellington Road 16 – Roy May and Roger May)

Moved by: Councillor Goetz  
Seconded by: Councillor Burke

*THAT By-law Number 46-12 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 Lot 9, Concession 8, 9042 Wellington Road 16 – Roy May and Roger May)*

Resolution Number: 6

Carried

K. OTHER/NEW BUSINESS

None.



THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

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L. ITEMS FOR COUNCIL'S INFORMATION

- Cheque Distribution Report dated July 5, 2012

M. NOTICE OF MOTION

None.

N. CULTURAL MOMENT

THE SUSSMANS SAGA

Originally published as a "Life and Times in Arthur and Area" piece in the Arthur Enterprise News, May 9, 2001, this article was written by Arthur resident, John Walsh, detailing 'The Sussmans Saga'.

The article depicts how one of the village's largest staples got started back in 1915 when founder, Joe Sussman, had been traveling to Arthur to peddle clothes with a horse and cart. After many years of this, he decided to open a store on the west side of George Street with his brother-in-law, Willy Rother, and let the public come in.

As the company grew, they assumed more real estate and occupy much of Arthur's Main Street today, as new generations of the Sussman's family came aboard.

Sussman's of Arthur attracts many to Wellington North as a premiere fashion destination with over 30,000 square feet of fashion for ladies and men, including a large selection of suits.

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, July 9, 2012

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O. ANNOUNCEMENTS

Councillor Burke reminded everyone that the Damascus Hall Beef Dinner will be held on Saturday, July 14 from 5:00 to 7:00 p.m.

Mayor Tout announced that he would be putting forth a notice to implement a by-law dealing with exotic animals in light of all the problems arising from the recently missing snake in Arthur. Mayor Tout reminded everyone of the following upcoming events: Holstein Rodeo July 14 and 15; Summer Sizzle the week of July 15; Fireworks Festival on July 20, 21 and 22. The Grand Opening of the Mount Forest Forensic Centre was held on July 5. Mayor Tout congratulated Arthur on their very successful Canada Day festivities.

P. CLOSED MEETING SESSION

1. "Property" matters

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT Council go into a meeting at 7:58 p.m. that is closed to the public under subsections 239 (2) (c) of the Municipal Act, 2001*

*- to consider a proposed or pending disposition of land by the municipality*

Resolution Number: 7

Carried

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT Council rise from a closed meeting session at 8:20 p.m.*

Resolution Number: 8

Carried



THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, July 9, 2012

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Q.     CONFIRMING BY-LAW

Moved by:     Councillor Burke

Seconded by: Councillor Goetz

*THAT By-law Number 47-12 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 July 9, 2012 be read a First, Second and Third time and finally passed.*

Resolution Number: 9

Carried

R.     ADJOURNMENT

Moved by:     Councillor Lennox

Seconded by: Councillor Yake

*THAT the Regular Council meeting of July 9, 2012 be adjourned at 8:21 p.m.*

Resolution Number: 10

Carried

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C.A.O./CLERK

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MAYOR

MUNICIPALITY COMMENTING FORM

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

FILE NO: B65/12

APPLICANT

LOCATION OF SUBJECT LANDS

Edward & Margaret-Anne Baratto  
175 Frederick Street  
PO Box 912  
Arthur, ON NOG 1N0

WELLINGTON NORTH (Arthur Village)  
Part of Park Lot 2  
N/S Catherine St  
Crown Survey

Proposed easement is 1960 square meters with 20m frontage, (severance #2 on sketch) vacant land for the benefit of parcel in the back for access – PIN 71094-0116.

Retained parcel is 2.2 hectares with 143m frontage, existing vacant land for future residential use.

**PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 012 14800 0000**

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

If the answer is no, please provide new information:

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

(Please Specify) Section 13.3 of Zoning By-law 66-01

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

(Please Specify) Section 13.3 of Zoning By-law 66-01.

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

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

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

Please specify \_\_\_\_\_  
\_\_\_\_\_

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

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

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES ( X ) NO ( ) thru property line man hole

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

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

**Approximate Time of Servicing Availability:** \_\_\_\_\_

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

MUNICIPALITY COMMENTING FORM

FILE NO: B 65/12

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

YES ( ) NO ( )

N/A

Is there any further information that may assist the Planning and Land Division Committee?

(A letter may be attached if there is insufficient space to explain)

Development on adjacent lands unknown-proposal premature.

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

**Council deferred the application until underground services are identified.**

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

*That the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the property and orderly development of the subject lands.*

*That the owner receives approval from the applicable road authority.*

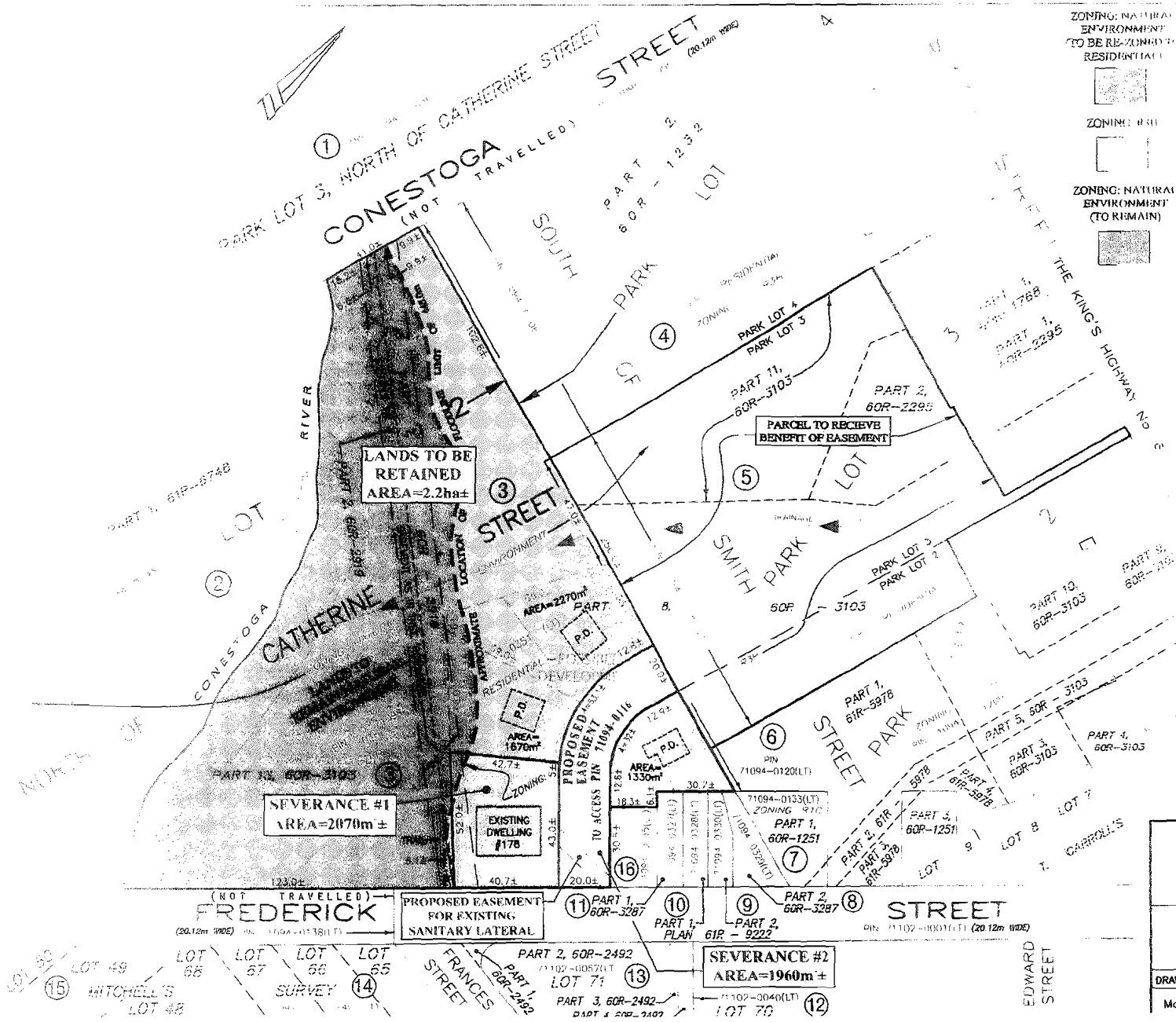
Does the Municipality request a Notice of Decision YES (X) NO ( )

SIGNATURE: 

TITLE: Deputy Clerk

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

DATE: June 26, 2012



ZONING: NATURAL ENVIRONMENT TO BE RE-ZONED TO RESIDENTIAL

ZONING: R/R

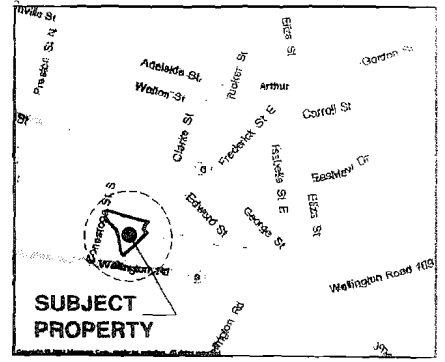
ZONING: NATURAL ENVIRONMENT (TO REMAIN)

SEVERANCE SKETCH  
 PART OF PARK LOT 2  
 NORTH OF CATHERINE STREET  
 CROWN SURVEY  
 ALLEY OF ARTHUR  
 TOWNSHIP OF WELLINGTON NORTH  
 COUNTY OF WELLINGTON

SCALE 1:1500

0 25 50 75 metres

VAN HARTEN SURVEYING INC.



**SURVEYOR'S CERTIFICATE**  
 THIS SKETCH WAS PREPARED ON THE 22nd DAY OF MAY 2012  
 UPDATED ON THE 31st DAY OF MAY 2012

JEFFREY E. BUISMAN  
 ONTARIO LAND SURVEYOR

- NOTES**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
  2. SUBJECT LANDS ARE ZONED NATURAL ENVIRONMENT & RESIDENTIAL.
  3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF RESIDENTIAL & CORE GREENLANDS.
  4. DISTANCES TO BARNs ARE TAKEN FROM THE GRCA MAPPING WEBSITE.
  5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
  6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.
  7. P.D. DENOTES POSSIBLE DWELLING.

**Van Harten**  
 SURVEYING INC.  
 LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH, ONTARIO N1H 3X3 PHONE: 519-821-2763 FAX: 519-821-2770 <a href="http://www.vanharten.com">www.vanharten.com</a>	660 RIDDELL ROAD, UNIT 1 ORANGEVILLE, ONTARIO L9W 5G5 PHONE: 519-940-4110 FAX: 519-940-4113 <a href="http://www.vanharten.com">www.vanharten.com</a>
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**DRAWN BY:** N.C.H.    **CHECKED BY:** J.E.B.    **PROJECT No.** 20527-12

May 31, 2012-12:12pm

MUNICIPALITY COMMENTING FORM

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

FILE NO: B59/12

APPLICANT

LOCATION OF SUBJECT LANDS

Edward & Margaret-Anne Baratto
175 Frederick Street
PO Box 912
Arthur, ON NOG 1N0

WELLINGTON NORTH (Arthur Village)
Part of Park Lot 2
N/S Catherine St
Crown Survey

Proposed severance is 2070 square metres with 40.7m frontage, existing and proposed urban residential use with existing dwelling. Together with an easement for sanitary lateral currently serving dwelling no. 178.

Retained parcel is 2.2 hectares with 143m frontage, existing vacant land for future residential use.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 012 14800 0000

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

If the answer is no, please provide new information:

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

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

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

(Please Specify) Section 13.3 of Zoning By-law 66-01

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

(Please Specify) Section 13.3 of Zoning By-law 66-01

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

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

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

Please specify

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

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

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

Is the Retained Lot serviced now by Municipal Sewers YES (X) NO ( ) thru property line manhole

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

Approximate Time of Servicing Availability:

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

MUNICIPALITY COMMENTING FORM

FILE NO: B 59/12

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

YES ( ) NO ( )

N/A

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

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

**Council deferred the application until underground services are identified.**

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

That the owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.

That the Owner receives approval from the applicable road authority.

That the Owner satisfy the requirements in reference to parkland dedication.

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

SIGNATURE: *Larry Brown*

TITLE: Deputy Clerk

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

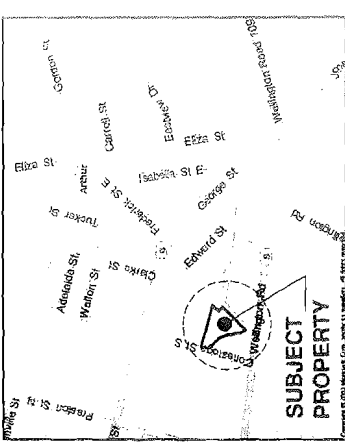
DATE: June 26, 2012

ZONING: NATURAL ENVIRONMENT (TO BE RE-ZONED TO RESIDENTIAL)

ZONING: R-11

ZONING: NATURAL ENVIRONMENT (TO REMAIN)

SEVERANCE SKETCH  
 PART OF PARK LOT 2  
 NORTH OF CATHERINE STREET  
 CROWN SURVEY  
 VILLAGE OF ARTHUR  
 TOWNSHIP OF WELLINGTON NORTH  
 COUNTY OF WELLINGTON  
 SCALE 1:1500  
 VAN HARTEN SURVEYING INC.



**SURVEYOR'S CERTIFICATE**  
 THIS SKETCH WAS PREPARED ON THE 22nd DAY OF MAY 2012  
 UPDATED ON THE 31st DAY OF MAY 2012.

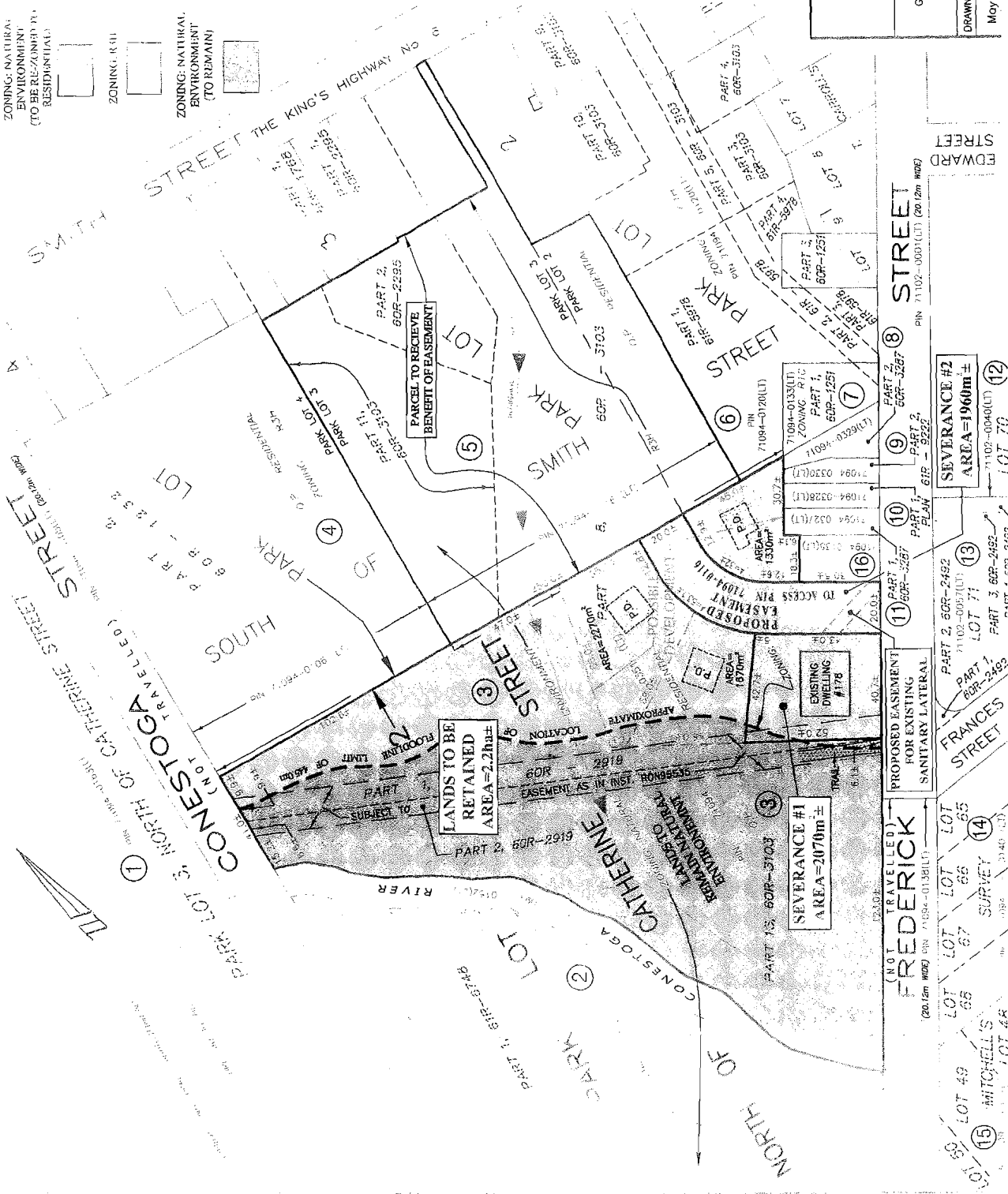
JEFFREY E. BUSBY  
 ONTARIO LAND SURVEYOR

- NOTES:**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
  2. SUBJECT LANDS ARE ZONED NATURAL ENVIRONMENT & RESIDENTIAL.
  3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF RESIDENTIAL & CORE GREENLANDS.
  4. DISTANCES TO BARNES ARE TAKEN FROM THE GRCA MAPPING WEBSITE.
  5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
  6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.
  7. P.D. DENOTES POSSIBLE DWELLING.



**Van Harten**  
 SURVEYING INC.  
 LAND SURVEYORS and ENGINEERS  
 560 RIDGELL ROAD UNIT 1  
 GUELPH, ONTARIO L1W 5G5  
 PHONE: 519-821-2763  
 FAX: 519-821-2770  
 www.vanharten.com

DRAWN BY: N.C.H. CHECKED BY: J.E.B. PROJECT No. 20527-12  
 May 31, 2012 - 12:12pm



LANDS TO BE  
 RETAINED  
 AREA=2.2ha±

PARCEL TO RECEIVE  
 BENEFIT OF EASEMENT

SEVERANCE #1  
 AREA=2070m±

SEVERANCE #2  
 AREA=1960m±

PROPOSED EASEMENT  
 FOR EXISTING  
 SANITARY LATERAL

PROPOSED EASEMENT  
 TO ACCESS PIN 71094-0116

EXISTING DWELLING #178

STREET

STREET



# Arthur Area Fire Department

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

## ARTHUR FIRE STATION REPORT FOR JUNE 2012

The Arthur Fire Station responded to eleven calls for assistance during the month of June, 2012.

- |                      |  |
|----------------------|--|
| 1 in Mapleton        | - 1 Ambulance Assist   |
| 1 in Peel Township   | - 1 Fire (Hydro Pole)  |
| 1 in West Garafraxa  | - 1 MVC  |
| 1 in West Luther     | - 1 Fire (Burn Permit on scene, violations to permit addressed)  |
| 1 in Arthur Township | - 1 Branch on Hydro Wire   |
| 5 in Arthur Village  | - 1 Alarm Activated Accidentally<br>- 1 Alarm Activation Malfunction<br>- 1 Alarm Activation Malicious Prank<br>- 1 Natural Gas Leak<br>- 1 Fire (Kitchen stove, new smoke alarm left on site) |
| 1 Mutual Aid         | - 1 Call to assist Mapleton with Tanker  |

There were four practices in June. On June 6th, Practice #31, the Fire Chief and fifteen firefighters attended a joint practice with nine Centre Wellington Fire Department firefighters at the Luther Marsh; on June 13th, Practice #32, the Fire Chief and twelve firefighters attended a joint practice with ten Centre Wellington Fire Department firefighters at the Luther Marsh; on June 19th, Practice #33 the Fire Chief and ten firefighters attended a joint fire practice with twelve Mapleton Fire Department firefighters; and on June 27th, Practice #34, the Fire Chief and twelve firefighters attended.

On June 2nd three members of the Arthur Fire Department completed the third and final component of the Company Officer Level 1. To date the Arthur Fire Station has the Fire Chief, Deputy Chief, one Officer, and three Firefighters, that have completed the Company Officer Level 1. One Officer has one more component to complete, while two other officers have two components to complete.



Fire Chief Morrison attended the Wellington and Dufferin County Mutual Aid Association Meeting in Clifford on June 5th. The speaker topic was: Transporting Radio Active Materials on our Highways presented by a Hydro One speaker.

On June 7th Chief Morrison and Deputy Chief Lawlor met with Mapleton Fire Chief, Deputy Chief, and Training Office to pre-plan the Joint Fire Practice of the two Departments.

Fire Chief Morrison, Fire Prevention Officer Benn, and two Arthur Fire Fighters (Public Education Committee members) attended a Fire Prevention Officer Association meeting in Rockwood on June 12th. A speaker from the Ontario Fire Marshall's Office was the Guest Speaker.

Public Education Firefighter Brunkard, and Fire Prevention/Public Education Officer Benn, attended St. John's School in Arthur to present a Fire Education seminar to 38 students and staff on June 14th. The Wellington North Fire Services Inflatable Fire House was on display.

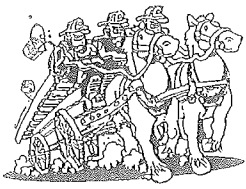
On June 21st Fire Chief Morrison and his wife, and Captain Andy Morrison and his spouse attended the Investiture Service for Captain Andy Morrison in celebration of his 25 years of Long Service Award held in Kitchener. Captain Morrison was awarded a 25 year Medal and his spouse was also recognized with a presentation of a brooch.

Fire Chief Morrison and Deputy Chief Lawlor attended the Fire Committee Meeting held in Kenilworth on June 26th.

The Arthur Fire Station has received the new shoulder flashes for Wellington North Fire Service and is currently in the process of having the new flash replace the old flash on all Department clothing.

Ten Burn Permits were issued by the Township for the Arthur Fire area in the month of June.

Jim Morrison  
Fire Chief CMM II



# MOUNT FOREST FIRE DEPARTMENT

Township of Wellington North

## WELLINGTON NORTH FIRE SERVICES

### MOUNT FOREST FIRE STATION REPORT JUNE 2012

The Mount Forest Fire Station responded to sixteen calls for assistance during the month of June 2012.

- |                      |  |
|----------------------|--|
| 10 in Mount Forest   | - 5 Ambulance Assist (1 MVC; 2 No Services Required; 2 Lift Assists) |
|                      | - 1 Tree on Car  |
|                      | - 1 Car Fire   |
|                      | - 1 Reported Illegal Burn (No problem)                               |
|                      | - 2 False Alarms   |
| 2 in Arthur Township | - 1 MVC  |
|                      | - 1 Ambulance Assist (Man hurt in Barn)                              |
| 1 in West Grey       | - 1 Alarm Problem  |
| 3 in Southgate       | - 2 MVC (123689 Concession 12; Highway 6 by Grey Road 6)             |
|                      | - 1 Illegal Burn (391311 Southgate Road 6))                          |

There were two meeting/practice sessions held during the month of June 2012. On June 4<sup>th</sup>, 2012 twenty members were present and on June 18<sup>th</sup>, 2012 seventeen members were present.

The Heart and Stroke Big Bike Ride was hosted by the Mount Forest Fire Station on June 1<sup>st</sup>, 2012.

On June 5<sup>th</sup>, 2012 three members attended the Wellington County Mutual Aid Meeting in Clifford.

The Department hosted the Day Care Children and Parents for a Fire Hall Tour on June 6<sup>th</sup>, 2012.

On June 12<sup>th</sup>, 2012, the Chief and Deputy Chief attended the Fire Prevention Meeting in Rockwood.

The Chief attended the Grey County Chiefs Meeting in Markdale on June 13<sup>th</sup>, 2012.

On June 14<sup>th</sup>, 2012 the Chief attended the Joint Meeting with Wellington North and Southgate regarding Fire Agreements.

On June 26<sup>th</sup>, the Chief and the Deputy Chief attended the Fire Committee Meeting held in Kenilworth.

Twelve Members attended the new Greenfield Energy Plant at Highway 89 and Grey Road 6 on June 28<sup>th</sup>, 2012.

Respectfully Submitted,  
Ron MacEachern  
Mount Forest Fire Chief

# Report from the Chair Fire Committee

July 5, 2012

*by: Mark Goetz*

## Executive Summary

Wellington North currently operates two fire departments which have never fully integrated since the municipal amalgamation of 1999. When reviewing fire services in other similar municipalities, a number of missed opportunities to improve community protection and reduce costs appear to be available to Wellington North. I believe the most effective way to achieve this complete integration is with the appointment of a single fire chief for the entire municipality. Employing a part time fire chief (25hrs./wk) appears to be adequate to meet our current needs and begin to move us toward the goal of full integration. Savings realized through integration could more than offset the cost of employing a fire chief as a staff position. Therefore, I recommend that we wait no longer and move to appoint a single fire chief to lead our fire service forward toward the goal of a fully integrated fire service.

## Background

Currently Wellington North operates two distinct fire departments (Arthur, Mount Forest) in much the same way as prior to municipal amalgamation that occurred in 1999. Few of the benefits of municipal amalgamation in the fire services have been realized because of the continued separate operations of the two departments. Also, over time the fire service is being affected by changing trends that under our current model are difficult to respond to.

### *Current Volunteer Fire Service Trends:*

1. Volunteer firefighters are often employed outside of the home municipality so frequently are unavailable during work hours to respond to fire calls making it more difficult to maintain an adequate roster of firefighters to respond to calls.

2. Maintaining the appropriate documentation to manage liability issues, meet regulatory requirements and providing appropriate training for volunteer firefighters is becoming increasingly demanding of time and resources.
3. Municipalities are coming under increasing pressure to manage their finances more closely to meet the local needs with dwindling outside sources of revenue.

## **Potential Benefits of more Complete Integration**

The benefits for more complete integration as experienced in other municipalities could include;

1. Uniform training across an integrated department would allow for personnel to be utilized interchangeably thus helping to alleviate the shortage of available firefighters. Should an incident occur where only a small number of firefighters are available to respond from a single station, it could potentially put both the community and the firefighters at risk.
2. Dual dispatch to a scene could be utilized if both stations' personnel were operating under the same direction and work together in a coordinated and safe manner.
3. Reduce the duplication of documentation required to be currently maintained by both volunteer chiefs.
4. Potential rationalization of fleet and equipment. Many similar neighbouring rural municipalities operate without exactly the same equipment in all stations but they share resources across the municipality with very satisfactory results
5. Better documentation to ensure that the municipality holds the best possible score with our available resources from the Fire Underwriters Survey which would allow for the lowest possible insurance rates for residents.
6. Reduced operating cost due to coordinated and combined purchasing of equipment and supplies.

### ***How to Integrate***

Efforts have been made in the past to more closely align the two departments without organizational change, but it has met with very limited success. The only viable solution to integration remaining is to unite the two stations under the direction of only one chief. The demands of such a position would be too great for a volunteer chief to take on, as both of our current chiefs have expressed concern about being overwhelmed with the workload. This leads to the need for a fire chief to be created as a staff position.

## Similar municipalities as comparison

### *Minto* (3 stations)

Fire chief is a full time staff position (40 hrs/wk)

Duties are fire chief and heads up the fire inspection division, public education division, apparatus equipment division and communications division.

### *Southgate* (1 station)

Fire chief is a contract position staff position allocated to almost fulltime

Hours (30 hrs/wk)

Duties are fire chief, fire prevention officer duties and also public education and etc.

### *Mapleton* (2 stations)

Fire chief is a full time staff position (35 hrs/wk)

Duties are fire chief, fire prevention officer and also public education, and etc.

### *North Huron* (Wingham/Blyth stations)

Fire chief is a full time staff position (40 hrs/wk)

Duties are fire chief, fire prevention officer. Fire chief also fulfills the emergency management coordinator role and he looks after the Blyth firefighters training centre.

### *Howick* (1 station)

Fire chief is a full time staff position (40 hrs/wk)

Duties are fire chief, fire prevention officer, public education, training officer and etc.

Using the comparison with other municipalities and recognizing that we currently already have the fire prevention and public education work being done by a part time staff person and the emergency management role being performed by staff at the County in Wellington, It appears that a part time staff position of fire chief with 25 hrs per week would be adequate at the present time. As this would be new to Wellington North I would recommend that the position be created as a contract position with a specific review date (2-3 yrs.) to facilitate re-evaluating the effectiveness of the change.

## Financial Impact

Based on the assumption that a full time fire chief would cost \$80,000-100,000 for full cost including all wages benefits and mileage, a part time fire chief (25hrs./wk) should cost \$55,000 - \$70,000 annually. Our current chief costs are at least \$25,000- \$30,000. Therefore we would only need to make up a difference of \$25,000 to \$40,000. I believe this difference could easily be made up through a more cost-efficient redistribution of just the pumper truck part of the fleet. In researching other fire departments with more than one station almost all reviewed only maintain one front line pumper per station and hold one older reserve pumper to serve as a backup for the other pumpers in both stations. Currently to renew our pumper fleet with two stand alone fire departments we would need to replace a pumper truck in the next couple of years. Simply by redistributing the existing pumper trucks between stations in an integrated fire service we would be able to defer this \$500,000 purchase for up to 10 years without changing fleet size or capability. This would still allow us to maintain the generally accepted standard of only having a front line pumper not exceed 15yrs of front line service. This change alone could result in the equivalent of a \$50,000/yr savings for the next 10 yrs.

## Recommendation:

To take advantage of some of the opportunities that a more fully integrated fire service could offer to enhance the fire service while managing cost in our municipality I recommend the following:

1. Immediately create a job description for a part- time contract position of fire chief for Wellington North. (Available for council approval by August 13th, 2012)
2. Proceed to fill the position as a contract position with a term of 2 years, as soon as feasible, to be reviewed after 1<sup>st</sup> year.
3. Amend the 2012 budget accordingly to allow for the initial increase in operating expenditure.

**Township of Wellington North**

**Finance Committee**

**July 16, 2012**

**7:00 PM**

**Minutes**

Present: Ray Tout, Mayor  
Sherry Burke, Councillor  
Dan Yake, Councillor  
Lori Heinbuch, CAO/Clerk  
Mary Jo Marshall, Deputy Treasurer

Absent: Andy Lennox, Chairman  
Mark Goetz, Councillor

As Chairman Lennox and Councillor Goetz were absent, the meeting was postponed until a date to be determined, when all members could be present.

Chief Administrative Officer Heinbuch presented a letter to Committee for their information from Township Auditor BDO with respect to the Audit process





# Township of Wellington North

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

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## CAO/CLERK'S REPORT

**TO: Mayor and Members of Council**

**FROM: Lorraine Heinbuch, CAO/Clerk**

**DATE: July 18, 2012**

**RE: Report regarding Arthur Health Services Facility – Property Tax Treatment**

### **BACKGROUND**

The Municipal Property Assessment Corporation (MPAC) is currently in the process of assessing the Arthur Health Services Facility

Township of Wellington North Council passed By-laws No. 25-08 and 26-08 on March 17<sup>th</sup>, 2008 designating the Arthur Facility for Health Services, as a Municipal Capital Facility, for the provision of social and health services as per Section 110 of the Municipal Act, 2001.

Subsection 110(6) states that “the council of a municipality may exempt from taxation for municipal and school purposes”

Since this wasn't specifically covered in the by-law and to ensure proper property tax treatment, it has been recommended by Emma Reddish, (Property Tax Analyst, Wellington County) that Council exempt the Arthur Facility for Health Services from property taxes via resolution.

### **Recommendation:**

**THAT** CAO/Clerk's Report dated July 18, 2012 with regards to the Arthur Health Services Facility – Property Tax Treatment is received;

**AND FURTHER THAT** the Council of the Township of Wellington North exempts from taxation the Arthur Facility for Health Services, a municipal capital facility, for municipal (upper and lower tier) and school purposes as per subsection 110(6) of the Municipal Act, 2001

**AND FURTHER THAT** this resolution be effective March 17<sup>th</sup>, 2008 the date of the passing of By-laws No. 25-08 and 26-08.

Respectfully submitted,

Lorraine Heinbuch,  
A.M.C.T., C.M.C., C.E.M.C.,  
Chief Administrative Officer/Clerk

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, July 16, 2012

Members Present:

Chair: Mayor Raymond Tout  
Councillors: Sherry Burke, Dan Yake  
CAO/Clerk: Lori Heinbuch

Absent:

Councillors: Andy Lennox, Mark Goetz

Also Present:

Deputy Treasurer: Mary Jo Marshall

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Burke  
Seconded by: Councillor Yake

THAT the Agenda for the July 16, 2012 Administration Committee Meeting be accepted and passed.

Carried

C. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

D. ITEMS FOR COMMITTEES REVIEW, DISCUSSION & RECOMMENDATION

a) Revised Mandate of Administration Committee to include all Council as members.

Chairman Tout reviewed the revised Mandate that has been revised to include all of Council.

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, July 16, 2012

- b) Request from Reverend Ron Pakulat, Arthur Pentecostal Assembly Pastor and Chair of the Arthur Ministerial regarding the Church Sign – Village of Arthur.

Reverend Pakulat forwarded a letter on behalf of the Arthur Ministerial, requesting a new location for the “Churches of Arthur” sign that was previously taken down in 2011. The Arthur Ministerial are looking at obtaining a new sign and would like permission from the Township to install it on the left hand side of George Street (going into Arthur) between the existing “Welcome to Arthur” sign and the Clubs and Services sign.

Committee members were in agreement with this request and felt the Roads Department would be able to help with the installation.

- c) Letter from Roger & Norma Chevalier regarding “Feral Cats” problem in Mount Forest

CAO advised that Animal Control do pick up cats and dispose of them, but they are not contracted to catch them.

Committee concurred that the CAO contact Animal Control and provide them with a copy of the letter and check to see if they have traps that they could lend out, and pick up and dispose of any cats that are caught. She is also to request a report back from Animal Control once they have been in touch with the Chevaliers.

- d) Reports from L. Heinbuch, Chief Administrative Officer/Clerk regarding:
- i) Report and Recommendation Outlining an Appropriate “Accountability and Transparency” Policy in accordance with Section 270 of the Municipal Act.

CAO reviewed the report with Committee highlighting:

- number of employees to be considered for training - 33 full time employees and 16 permanent part time employees.
- Various types of training and costs
- Wellington County is currently using the Fish Philosophy training and would be willing to share the materials they have developed to assist in the training. Also providing the opportunity to Township staff to sit in on one of their orientation sessions.

Councillor Burke felt it would be beneficial to have a facilitator come in to lead the program. She will check with the Mount Forest Chamber who had previously offered a FISH training program with a facilitator and provide the information on the name of the facilitator to the CAO to investigate.

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, July 16, 2012

Members felt the Fish Philosophy would be the program to go with; decision on the purchase was deferred until information on facilitator's cost is available and amount for training in the budget.

- a) Reports from L. Heinbuch, Chief Administrative Officer/Clerk regarding:
  - ii) Report and Recommendation Outlining an Appropriate "Accountability and Transparency" Draft Policy in accordance with Section 270 of the Municipal Act.
  - iii) Draft Municipal Code of Conduct Council

The above noted reports be deferred until a meeting can be scheduled with all members present.

The next meeting date will be decided at the Council Meeting on July 23, 2012.

E ADJOURNMENT

Moved by: Councillor Burke  
Seconded by: Councillor Yake

*THAT the meeting be adjourned at 7:45 p.m.*

Carried

Township of Wellington North  
Building/Property Committee Minutes – July 19, 2012 at 9:00 a.m.

---

**Present:** Councillor Dan Yake (Chair)  
Councillor Mark Goetz  
Lori Heinbuch, CAO/Clerk  
Darren Jones, Chief Building Official  
Mayor Ray Tout  
Gary Matthews, Works Foreman

**Absent:** Patty Wright, Building Inspector

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

**Minutes – May 10, 2012**

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*That the Minutes of May 10, 2012 be accepted.*

*Carried.*

**Business Arising from the Minutes**

Future of Arthur Seniors Hall

Discussion deferred until Councillor Andy Lennox can set a meeting date with the Arthur Seniors Committee. Councillor Dan Yake will be following up with Councillor Andy Lennox.

Presentation of Animal Control By-law and short form wording

Deferred pending implementation of a number of comments from solicitor.  
Lori Heinbuch, CAO/Clerk informed the committee on the various sections requiring revision and that the final draft by-law will be presented for Committee's review at the next meeting.

New and Used Corrugated Steel Grain Bins

Darren Jones, Chief Building Official presented the proposed policy for New and Used Corrugated Steel Grain Bins along with a report addressing Council's concerns.

Moved by: Darren Jones, Chief Building Official  
Seconded by: Lori Heinbuch, CAO/Clerk

*That the Building and Property Committee recommends to Council that the Building Department adopt the policy passed by the Bluewater Chapter of the O.B.O.A. regarding required criteria for grain bin permit applications.*

*Carried.*

## Other Business

### Request for an encroachment agreement (450 Parkside Drive)

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*That Darren Jones, Chief Building Official is to respond to the property owners and advise them that a new deck will be allowed to be constructed with no further encroachment than the farthest line of encroachment onto Parkside Drive allowed by the agreement dated July 10, 2008 between the Corporation of the Town of Mount Forest and Ronald George Knight and Helen Doreen Knight. Darren Jones, Chief Building Official is to have the Townships Solicitor draft a new encroachment agreement. All costs associated with this encroachment are to be at the owners expense.*

*Carried.*

### Request for an encroachment agreement (256 Fergus Street South)

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

*That Lori Heinbuch, CAO/Clerk advise the property owners Solicitor to draft an encroachment agreement to allow the existing closed in porch to encroach on to a portion of the road allowance for Fergus Street South adjacent and abutting the subject property. All costs associated with this encroachment are to be at the owners expense.*

*Carried.*

### Property purchase request (174 Domville Street)

- Previous Comments were received from Mark van Patter, Planner, County of Wellington regarding this property, future potential development and recommending no changes to the property.

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

*That a portion of the lands abutting the subject property not be sold due to future planning implications and that Lori Heinbuch, CAO/Clerk advise the property owners of the Committees decision.*

*Carried.*

### “Property and Legal” Matters

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*THAT Committee go into a meeting at 9:45 a.m. that is closed to the public under subsections 239 (2) (c) (f) of the Municipal Act, 2001*

- *To discuss a By-law Enforcement matter*

*Carried.*

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Darren Jones, Chief Building Official

*THAT Committee rise from a closed meeting session at 9:57a.m. with the Chief Building Official being given direction.*

*Carried.*

Kenilworth Municipal Office – Roof

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*That Darren Jones, Chief Building Official circulate a request for quotation to replace the roof on the Kenilworth Municipal Office.*

*Carried.*

Former Sacred Heart Catholic School – Roof

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

*That Darren Jones, Chief Building Official circulate a request for quotation to restore the roof on the Former Sacred Heart Catholic School.*

*Carried.*

**Building Permit Monthly Review**

May 2012

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*That the Building Permit Monthly Review for the Period Ending May 31, 2012 was reviewed and accepted.*

*Carried.*

June 2012

Moved by: Lori Heinbuch, CAO/Clerk  
Seconded by: Councillor Mark Goetz

*That the Building Permit Monthly Review for the Period Ending June 30, 2012 was reviewed and accepted.*

*Carried.*

**Date of Next Meeting**

August 15, 2012 at 9:00 a.m.

**Adjournment**

Moved by: Councillor Mark Goetz  
Seconded by: Lori Heinbuch, CAO/Clerk

*That the meeting be adjourned at 10:16 a.m.*

*Carried.*



# TOWNSHIP OF WELLINGTON NORTH POLICY AND PROCEDURE MANUAL

<b>DEPARTMENT</b>	Building	<b>POLICY NUMBER:</b> BD-04
<b>SECTION</b>		<b>EFFECTIVE DATE:</b> July 24, 2012
<b>SUBJECT</b>	New and Used Corrugated Steel Grain Bins	
<b>AUTHORITY</b>	Part 2, Section 2.2 and 2.3 of the National Farm Building Code	

## POLICY STATEMENT

This document outlines the criteria when applying for a Building Permit, as well as the associated review, inspection and approval protocols for all **new** and **used** corrugated steel grain bins constructed in areas served by the Township of Wellington North.

## DESIGN CRITERIA

- Bins and their supporting foundation shall be designed in accordance with Part 2, Section 2.2 and 2.3 of the National Farm Building Code of Canada, 1995 and according to good engineering practice.

## FOOTINGS AND FOUNDATIONS

- All footings and foundations shall require professional design. Plans and specifications will require design and approval by a person licensed to practice professional engineering in the Province of Ontario.
- Design of the foundation shall be consistent with the soil bearing capacity of the site. Soil analysis may be required to confirm soil bearing capacity.
- Grain bins with an eave height over diameter ratio in excess of 1.75 or exceeding 14.63 meters (48 feet) or 13.72 meters (45 feet) eave height shall require soil analysis to confirm bearing capacity.
- General Review and approval by a person licensed to practice professional engineering in the Province of Ontario shall be required on all footings, foundations and soil bearing capacity for grain bins with an eave height over diameter ratio in excess of 1.75 or exceeding 14.63 meters (48 feet) in diameter or 13.72 meters (45 feet) eave height.



## BIN SUPERSTRUCTURE

- All new bins, regardless of size, required professional design by a person licensed to practice professional engineering in the Province of Ontario. Plans and specifications contained in the manufacturer's manual, shall bear the seal of the licensed professional engineer.
- General review and approval by a person licensed to practice professional engineering in the Province of Ontario shall be required on all bin structures with an eave height over diameter ratio in excess of 1.75 or exceeding 14.63 meters (48 feet) in diameter or 13.72 meters (45 feet) eave height.
- General review and approval is not required for bins with less than an eave height over diameter ratio lower than 1.75 or 14.63 meters (48 feet) in diameter or 13.72 meters (45 feet) eave height where the contractor/building is certified to erect by the manufacturer.

## OTHER

- All other electrical connections shall be inspected by the Electrical Safety Authority (ESA).
- A warning sign clearly indicating the hazards of entrapment shall be installed according to Part 3, Section 3.2.1.6 (1) of the National Farm Building Code of Canada, 1995, at every designation person access.
- Ladders and safety cages shall meet the requirements of Part 3, Section 3.2.2 of the National Farm Building Code of Canada, 1995.
- Building Inspections are required at various stages of construction. Call the Township of Wellington North Building Department to arrange for inspections.



## Report

**TO: Lori Heinbuch CAO/Clerk**

**FROM: Dale Clark, Road Superintendent**

**DATE: July 19th, 2012**

**RE: Queen Street Repaving Highway #89 (east end)**

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Tenders have been received for repaving of Queen Street from Ayrshire Street to the connecting link boundary on the east end of Highway #89. Invitations were sent out to four contractors with only one tender being received by the specified closing time of 12:00 noon.

### **Repaving Tenders**

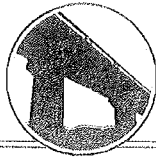
The Murray Group Limited - \$151,056.76

**Note:** HST extra.

Recommendation is to accept the tender from The Murray Group Limited for \$151,056.7 plus HST. The project will be funded from savings from the Fergus Street Reconstruction, MTO contribution, and the Gas Tax Reserve Account.

Respectfully submitted,

Dale Clark  
Road Superintendent



**B. M. ROSS AND ASSOCIATES LIMITED**  
Engineers and Planners  
Box 1179, 206 Industrial Drive  
Mount Forest, ON, Canada N0G 2L0  
p. (519) 323-2945 • f. (519) 323-3551  
[www.bmross.net](http://www.bmross.net)

File No. BR516

July 18, 2012

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

**Attention: Lori Heinbuch, CAO/Clerk**

**RE: Queen Street (Hwy #89) Connecting Link Paving; Contract No. BR516**

Invitations were sent to four contractors for the above noted contract. One tender was received on July 18, 2012, from The Murray Group Limited prior to the specified tender closing time of 12:00 noon. One tender was received from E. C. King Contracting Limited after the specified tender closing time and immediately returned unopened to the contractor. The result of the Murray Group tender is summarized as follows:

<b>Tenderer</b>	<b>Tendered Amount</b>
The Murray Group Limited	\$157,134.14*

*\*Adjusted tender amount, based on a mathematical correction*

The sole tender was checked and found to be mathematically incorrect. The Miscellaneous Item sub-total amount should have been an additional \$9,000.00 (+HST). The tender was properly signed and it was submitted with the specified tender deposit and Agreement to Bond. The submitted tender is acceptable contractually, and the tenderer is experienced in the tendered work.

This work will be partially funded by available MTO Connecting Link contributions (approximately \$57,610)

Tender Items 11 & 12 (topsoil & seeding/mulching) are Provisional, in the total amount of \$7,537.50 + HST. The Township would need to decide whether or not the Contractor or Township will complete the lawn restoration associated with this tendered work.

Subject to the Township being satisfied that they have sufficient budget available to proceed with this work, we recommend that this contract be awarded to The Murray Group Limited for the adjusted total tender sum of \$157,134.14.

Please retain the tender deposit until the contract has been formally signed.

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

**BY-LAW NUMBER 48-12**

**BEING A BY-LAW TO AUTHORIZE AN AMENDMENT TO THE  
REEVES ALBERT STREET (MOUNT FOREST) SUBDIVISION  
AGREEMENT.**

***WHEREAS:***

- A. By-law No. 18-11 authorized the Reeves Albert Street (Mount Forest) Subdivision Agreement (the "Subdivision Agreement") on the 21<sup>st</sup> day of March, 2011 pertaining to Plan 61M171 registered on the 20<sup>th</sup> day of June, 2011.
- B. Notice of the Agreement was duly registered on the title to the subject lands on the 27<sup>th</sup> day of April, 2011 as Instrument No. WC309115.
- C. It is deemed expedient to amend the Agreement.

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

- 1. The Corporation of the Township of Wellington North is authorized to enter into an Agreement to Amend the Agreement in the form of the draft Amending Agreement attached hereto as Schedule 1.
- 2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the said Amending Agreement on behalf of The Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23RD DAY OF JULY, 2012.**

---

**RAYMOND TOUT  
MAYOR**

---

**LORRAINE HEINBUCH  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 48-12

SCHEDULE 1

TOWNSHIP OF WELLINGTON NORTH  
AGREEMENT TO AMEND SUBDIVISION AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BETWEEN:

**REEVES CONSTRUCTION LIMITED**  
hereinafter called "the Developer"

of the FIRST PART,

- and -

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
hereinafter called "the Township"

of the SECOND PART,

**WHEREAS** the parties hereto and Wellington North Power Inc. entered into a Subdivision Agreement as of the 26<sup>th</sup> day of April, 2011 with respect to lands in the former Town of Mount Forest now located within the Plan of Subdivision registered as Plan 61M171 ("the Plan").

**AND WHEREAS** Schedule 1 to the Subdivision Agreement provides in paragraph 6 for a payment by the Developer to the Township of \$75,918.12 prior to the issuance of the Stage 3 of Phase 2 Preliminary Acceptance as a partial payment towards the London Road construction and extension southerly from the southerly limit of Albert Street according to the Plan for the former Town of Mount Forest.

**AND WHEREAS** due to topography, Natural Environment, zoning, the Saugeen River and the adjacent urban boundary limit (former Town of Mount Forest) it is not practical to construct and extend London Road to urban standards beyond Albert Street.

**AND WHEREAS** the Plan is entirely serviced off Albert Street with its own internal municipal roadway known as Ruby's Crescent and receives no benefit from the portion of the said London Road lying east of the easterly boundary of the Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. The amount payable by the Developer under paragraph 6 of Schedule M to the said Subdivision Agreement shall be reduced from \$75,918.12 to \$35,000.00.
2. On or before the payment of the said sum of \$35,000.00 the Developer shall cause restrictions in a form approved by Wellington North's solicitor to be registered on the title to Lots 19, 20, 21,

22 and 23, preventing the owners of the said lots from time to time from gaining London Road access to or from the lots or receiving municipal services from the adjacent London Road.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

REEVES CONSTRUCTION LIMITED

\_\_\_\_\_  
Robert Reeves, President  
I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

\_\_\_\_\_  
Raymond Tout, Mayor

\_\_\_\_\_  
Lorraine Heinbuch, Clerk  
We have authority to bind the Corporation.

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

**BY-LAW NUMBER 49-12**

**BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES  
FOR VARIOUS SERVICES PROVIDED BY THE MUNICIPALITY**

**WHEREAS** Section 391. (1) of *the Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called "the Act") permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons; and

**WHEREAS** pursuant to Section 69 of *The Planning Act*, R.S.O. 1990, as amended, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters.

**WHEREAS** pursuant to Section 7, *Building Code Act*, S.O. 1992, c25, as amended, provides that a Council of a municipality may pass a by-law to prescribe fees for the processing of applications for permits or for the issuance of permits

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:

Schedule "A"	-	Administration
Schedule "B"	-	Building Department
Schedule "C"	-	Cemeteries
Schedule "D"	-	Fire/Rescue
Schedule "E"	-	Licencing and Lotteries
Schedule "F"	-	Planning Department
Schedule "G"	-	Recreation
Schedule "H"	-	Public Works
Schedule "I"	-	Water & Sewer Rates

2. **THAT** the effective date of the fees and charges are set out in Schedules "A" to "I" inclusive attached hereto.

3. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Provincial Sales Tax (P.S.T.), Goods and Services Tax (G.S.T.) and Harmonized Sales Tax (H.S.T.).
  
4. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.
  
5. **THAT** this by-law shall be known as the "Fees and Charges By-law".
  
6. **THAT** this by-law shall come into force upon the date of its final passing and By-law Number 73-10 is hereby repealed in its entirety.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23RD DAY OF JULY, 2012.**

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**RAYMOND TOUT,  
MAYOR**

---

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



**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "A"  
ADMINISTRATION**

Effective July 23, 2012

DESCRIPTION	FEE
Marriage Licence	\$100.00
Birth Confirmation Letter (Temporary – for out of country travel)	\$10.00 per letter
Certification of Documents	\$10.00 per document
Commissioning of Documents (Municipal Use Only)	No Charge
Commissioning of Documents (Other, if permitted)	\$25.00 per document
Commissioning of Vehicle Transfers	\$15.00
Completion of Pension Forms (resident only)	No Charge
Fax Charges	\$1.00 per page local \$2.00 per page long distance
Flags • Wellington North • Canada	\$120.00 \$ 45.00
Freedom of Information Requests (legislated fees)	\$5.00 application fee plus disbursements (i.e. photocopying) plus Record Preparation at \$7.50 per quarter hour
NSF Cheque Charge	\$30.00
Photocopies (8½ x 11)	Black and White \$0.25 per page Colour \$1.50 per page
Tax Certificate (no water & wastewater)	\$50.00
Tax Certificate (including water & wastewater)	\$75.00
Tax Sale Proceedings	\$250.00 Administration Fee Plus Cost recovery of fees and disbursements as charged by consultants and solicitors
Burial Permit	Out of Municipality \$15.00 Within Municipality \$10.00
Township Pins	\$3.00
Interest on Accounts Receivable	1.25% (15% per annum)
Tax Arrears Penalties & Interest	Refer to current Tax Rates By-law
Civic Addressing 911 Replacement Sign 911 Replacement Post	\$25.00 \$10.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "B-1"  
BUILDING DEPARTMENT**

Effective June 1, 2012 – December 31, 2012

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.1	Assembly and Institutional Occupancies (Group A & B) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.76 .00 .38	\$216.00 \$108.00 \$108.00
1.2	Residential Occupancies (Group C) a) New construction b) Basement with ceiling height of 6'-11" (2,100 mm) or greater c) Renovation/alteration less than 250 Sq. Ft. d) Renovation/alteration greater than 250 Sq. Ft. e) Attached garage or carport f) Detached garage or carport g) Accessory building h) Deck/porch/veranda	.76 .27 .00 .27 .32 .32 .16 .16	\$216.00 \$216.00 \$216.00 \$216.00 \$108.00 \$108.00 \$108.00 \$108.00
1.3	Business and Mercantile Occupancies (Group D & E) a) New construction b) Restaurants c) Renovation/alteration less than 500 Sq. Ft. d) Renovation/alteration greater than 500 Sq. Ft.	.76 .76 .00 .32	\$216.00 \$216.00 \$108.00 \$108.00
1.4	Industrial Occupancies (Group F) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.43 .00 .32	\$216.00 \$108.00 \$108.00
1.5	Agricultural and Farm Building a) New livestock buildings and additions -First 10,000 Sq. Ft. -Over 10,000 Sq. Ft. b) Livestock renovations c) Sheds/shops d) Quonset/economy structure e) Silos/grain bins f) Manure storage or Pit silos -Uncovered -Covered -Roof over existing	.22 .17 .04 .15 .10 .04 .04 .10 .06	\$108.00 \$108.00 \$108.00 \$108.00 \$108.00 \$108.00 \$108.00 \$108.00 \$108.00
1.6	Temporary Structure a) Portable building (portables, meteorological towers, etc.) b) Special occasion tent		\$216.00 \$108.00
1.7	Septic Systems a) All classes, new or replacement b) Tank replacement c) Leaching bed replacement		\$432.00 \$108.00 \$324.00
1.8	Commercial Wind Turbines	\$50 per \$1,000 of construction value	\$216.00
1.9	Buildings or Structures that do not fit elsewhere in this Schedule	\$11 per \$1,000 of construction value	\$216.00
2.0	Demolition Permit a) Class "A" b) Class "B"		\$108.00 \$216.00
3.0	Conditional Permit Full permit fee as calculated under Section 1 Additional permit security may be required Designated Structure the same as Section 1		\$216.00
4.0	Transfer permit		\$216.00
5.0	Change of Use (no construction)		\$108.00
6.0	Reapplication		\$108.00
7.0	Inspection of wood burning appliance installation		\$108.00
8.0	Pool Enclosure Fence		\$108.00
9.0	L.L.B.O. inspections and letters for occupant loads		\$108.00
10.0	Certificate of Compliance - Building		\$81.00

**NOTE TO SCHEDULE**

An investigation fee equal to the applicable building permit fee shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee to be charged when permit is issued, at the discretion of the CBO.

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "B-2"  
BUILDING DEPARTMENT**

Effective January 1, 2013 – December 31, 2013

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.1	Assembly and Institutional Occupancies (Group A & B)		
	a) New construction	.82	\$233.00
	b) Renovation/alteration less than 500 Sq. Ft.	.00	\$117.00
	c) Renovation/alteration greater than 500 Sq. Ft.	.41	\$117.00
1.2	Residential Occupancies (Group C)		
	a) New construction	.82	\$233.00
	b) Basement with ceiling height of 6'-11" (2,100 mm) or greater	.29	\$233.00
	c) Renovation/alteration less than 250 Sq. Ft.	.00	\$233.00
	d) Renovation/alteration greater than 250 Sq. Ft.	.29	\$233.00
	e) Attached garage or carport	.35	\$117.00
	f) Detached garage or carport	.35	\$117.00
	g) Accessory building	.17	\$117.00
	h) Deck/porch/veranda	.17	\$117.00
1.3	Business and Mercantile Occupancies (Group D & E)		
	a) New construction	.82	\$233.00
	b) Restaurants	.82	\$233.00
	c) Renovation/alteration less than 500 Sq. Ft.	.00	\$117.00
	d) Renovation/alteration greater than 500 Sq. Ft.	.35	\$117.00
1.4	Industrial Occupancies (Group F)		
	a) New construction	.47	\$233.00
	b) Renovation/alteration less than 500 Sq. Ft.	.00	\$117.00
	c) Renovation/alteration greater than 500 Sq. Ft.	.35	\$117.00
1.5	Agricultural and Farm Building		
	a) New livestock buildings and additions		
	-First 10,000 Sq. Ft.	.23	\$117.00
	-Over 10,000 Sq. Ft.	.19	\$117.00
	b) Livestock renovations	.05	\$117.00
	c) Sheds/shops	.16	\$117.00
	d) Quonset/economy structure	.11	\$117.00
	e) Silos/grain bins	.05	\$117.00
	f) Manure storage or Pit silos		
	-Uncovered	.05	\$117.00
	-Covered	.11	\$117.00
	-Roof over existing	.06	\$117.00
1.6	Temporary Structure		
	a) Portable building (portables, meteorological towers, etc.)		\$233.00
	b) Special occasion tent		\$117.00
1.7	Septic Systems		
	a) All classes, new or replacement		\$467.00
	b) Tank replacement		\$117.00
	c) Leaching bed replacement		\$350.00
1.8	Commercial Wind Turbines	\$54 per \$1,000 of construction value	\$233.00
1.9	Buildings or Structures that do not fit elsewhere in this Schedule	\$12 per \$1,000 of construction value	\$233.00
2.0	Demolition Permit		
	a) Class "A"		\$117.00
	b) Class "B"		\$233.00
3.0	Conditional Permit		
	Full permit fee as calculated under Section 1		\$233.00
	Additional permit security may be required		
	Designated Structure the same as Section 1		
4.0	Transfer permit		\$233.00
5.0	Change of Use (no construction)		\$117.00
6.0	Reapplication		\$117.00
7.0	Inspection of wood burning appliance installation		\$117.00
8.0	Pool Enclosure Fence		\$117.00
9.0	L.L.B.O. inspections and letters for occupant loads		\$117.00
10.0	Certificate of Compliance - Building		\$87.00

**NOTE TO SCHEDULE**

An investigation fee equal to the applicable building permit fee shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee to be charged when permit is issued, at the discretion of the CBO.

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "C"  
CEMETERIES**

**MOUNT FOREST CEMETERY**

Rates filed in accordance with The Cemeteries Act – effective July 1, 2012

DESCRIPTION	FEE
<b><u>SALE OF PLOTS</u></b>	
Single Grave 3 ½ feet x 10 feet (Care and Maintenance Fund included) (40% of selling price – minimum – \$280.00)	\$800.00
<b><u>INTERMENT CHARGES</u></b> (Opening and closing)	
a) Adult	\$500.00
b) Infant without device and dressing	\$150.00
c) Cremated remains	\$250.00
d) Double depth charge – extra	\$150.00
e) Surcharge - Saturday funerals until 12 noon & holidays -standard	\$300.00
f) Surcharge - Saturday funerals until 12 noon & holidays - cremated	\$200.00
g) Surcharge for Burials that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$100.00
<b><u>DISINTERMENT CHARGES</u></b>	
Disinterment, including reburial at another location in the same cemetery	\$300.00
Disinterment, including lowering remains at the same location	\$250.00
Disinterment, only for reburial in another cemetery	\$250.00
Disinterment, as in (a) above from double depth	\$350.00
Disinterment, as in (c) above from double depth	\$250.00
<b><u>VAULT STORAGE</u></b>	
a) Non-resident	\$150.00
b) Resident	Nil
<b><u>GENERAL</u></b>	
Transfer of Interment Right	\$25.00
<b><u>COLUMBARIUM RATES</u></b>	
Single niche to accommodate two urns (care and maintenance fund included)	\$1,000.00
Interment (opening & sealing compartment)	\$150.00

NOTE: Amendments subject to approval from Ministry of Consumer Services – Cemetery Regulation Unit

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "D"  
FIRE/RESCUE**

Effective July 23, 2012

DESCRIPTION	FEE
<p><b>Inspections:</b></p> <p>Single Residence</p> <p>Institution / Industrial / Commercial</p> <p>Apartments / Condominiums</p>	<p>\$100.00</p> <p>\$100.00</p> <p>\$100.00 plus \$10.00 per unit</p>
<p><b>Fire Search Fees / Approvals</b></p> <p>Fire Reports</p>	<p>\$100.00</p>
<p><b>Motor Vehicle Incidents:</b></p> <p>Owners of motor vehicles which are involved in a motor vehicle accident within the municipal boundary of the Township of Wellington North that require the Fire / Rescue to respond to the scene, will be invoiced firstly to the owner's insurance provider. In the case where there is no insurance payable, the owner shall be billed directly</p>	<p>\$410.00 per response unit for first hour and \$205.00 per response unit for each half hour thereafter</p>
<p><b>Administration &amp; Enforcement:</b></p> <p>Spills Act and Transportation of Dangerous Goods Act: The cleanup of hazardous material spills</p> <p>Open Air Burning: Where burn is in contravention with Open Air Burn By-law and/or Fire Prevention and Protection Act</p>	<p>Current MTO Rates \$410.00 per vehicle per hour</p> <p>Clean up costs to cover materials used <b>Plus</b> Administration Fee of \$50.00 per hour</p>
<p><b>Securing of Premises:</b></p> <p>Securing of premises after a fire</p>	<p>\$50.00 per hour per man</p>
<p><b>False Alarms:</b> The following procedures and fees shall apply only when it has been determined at the discretion of the responding officer of the Township of Wellington North Fire Department that the false alarms were preventable. The totals shall be calculated within each calendar year with each year being considered separately.</p> <p>First False Alarm - Warning</p> <p>Second False Alarm</p> <p>Third False Alarm</p> <p>Four or More False Alarms</p>	<p>n/c</p> <p>\$50.00</p> <p>\$100.00</p> <p>\$200.00 or at the discretion of the Fire Chief</p>
<p>Fire Alarm Monitoring</p>	<p>\$100.00</p>

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "E"  
LICENCING AND LOTTERIES**

Effective July 23, 2012

DESCRIPTION	FEE
<b>Animal Control</b>	
<b>Kennel Licence</b>	\$150.00 plus \$75.00 inspection fee
<b>Dog Tags</b>	
• First Dog	\$15.00
• Second Dog	\$25.00
• Third Dog	\$35.00
• Fourth Dog	\$45.00
• Fifth Dog	\$55.00
• Additional dogs shall be previous Licence Fee plus additional fee of (Licence fee is escalated)	\$15.00
<b>Replacement Tag</b>	\$10.00
Additional Charges may apply that are recoverable from the dog owner and payable to the Animal Control Officer as the result of enforcement of the Township's Animal Control By-law. These charges are set out in the Animal Control Agreement and may include but are not limited to impounding fees – boarding, service call, disposal and quarantine fees.	
<b>Transient Trader Annual Fees</b>	
Refreshment & Food Vehicle or Stand	\$75.00
Transient Trader (Annual)	\$300.00

DESCRIPTION	FEE
<b>Lottery Licences</b>	
• Raffle	\$20.00
• Blanket	\$20.00
• Bingo	\$20.00
• Other	\$20.00
Break Open Tickets	\$10.00 per box

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "F"  
PLANNING**

Effective July 23, 2012

DESCRIPTION	FEE
Disbursements	Are recovered at cost and may include but are not limited to: postage, laminating, registration of documents
Recovery of Third Party Fees	Third Party Fees including but not limited to planners, engineers, solicitors, advertising of notices, etc. shall be recovered at cost
Committee of Adjustment – Minor Variance	\$750.00
Zoning Amendment	\$1,500.00
Holding Zone Removal By-law	\$500.00
Plan of Subdivision or Condominium – New or Amendment including conditions of approvals to both Wellington North and County of Wellington	\$10,000.00 Deposit Required to cover: Administration Fee of \$3,000.00 plus Disbursements and Third Party Fees
Site Plan Control Approval and Agreement including amendments	
• Minor	\$3,500.00 Deposit Required to cover: Administration Fee - \$1,000.00 plus Disbursements and Third Party Fees
• Complex	\$6,000.00 Deposit Required to cover: Administration Fee - \$1,500.00 plus Disbursements and Third Party Fees
Lot Grading/surface Works Security Deposit	\$2,000.00 Deposit Required to cover: Administration Fee \$100.00 plus Third Party Fees
Development Agreement	\$5,000.00 Deposit Required to cover: Administration Fee - \$1,500.00 plus disbursements and third Party Fees
Any other applications pursuant to the provisions of the Planning Act i.e. Consent Agreement	\$1,000.00
Certificate of Compliance – Zoning By-law	\$75.00
Certificate of Compliance Plan of Subdivision/Condominium, Site Plan and Development Agreements	\$125.00
Part Lot Control	\$500.00
Severances Clearances for Severance Conditions	\$100.00
Cash in Lieu of Parkland (severances) to be used for existing parks and recreation maintenance and development	\$500.00 per lot
Fee for services provided by Municipal employees	\$25.00 (per hour, per employee)
Copy of Zoning By-law	\$25.00

**DEPOSITS**

1. Every applicant for a planning matter referred to in Schedule "F" hereof shall make an application on forms provided by the Municipality and in addition shall sign a deposit agreement in the prescribed form and pay any applicable deposit to the Municipality.
2. The Clerk/Deputy Clerk and/or Treasurer/Deputy Treasurer are hereby authorized to execute the deposit agreement on behalf of the Township.

THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12

**SCHEDULE "G"  
RECREATION**

**RENTAL FEES & CHARGES**

ARTHUR & AREA COMMUNITY CENTRE 150 Domville St.	JANUARY 1st 2012	JANUARY 1st 2013	MUNICIPAL STATUTORY HOLIDAY RATES*
<b>LOWER HALL</b>			
<i>Stag &amp; Doe</i>		<b>\$735.00</b>	
Friday & Saturday & Municipal Holidays for 2012 -2013	\$542.00	\$559.00	
<b><i>Municipal Holiday Rate: Friday and Saturday</i></b>			<b>\$651.00</b>
Sunday to Thursday	\$303.00	\$313.00	
<b><i>Municipal Holiday Rate: Sunday to Thursday</i></b>			<b>\$364.00</b>
Hourly Rates (Special Events Min. 3 Hours)	\$54.00	\$56.00	
<b><i>Municipal Holiday Rate: Hourly</i></b>			<b>\$65.00</b>
Tournament Rates (Minor Sports)	\$213.00	\$220.00	
<b><i>Municipal Holiday Rate: Tournaments</i></b>			<b>\$256.00</b>
Extra Set Up & Clean Up Time/Hour	\$48.00	\$50.00	
<b><i>Municipal Holiday Rate: Set Up and Clean Up</i></b>			<b>\$58.00</b>
<b>UPPER HALL</b>			
Friday & Saturday & Municipal Holidays for 2012-2013)	\$245.00	\$253.00	
<b><i>Municipal Holiday Rate: Friday and Saturday</i></b>			<b>\$294.00</b>
Sunday to Thursday	\$176.00	\$182.00	
<b><i>Municipal Holiday Rate: Sunday to Thursday</i></b>			<b>\$212.00</b>
Hourly Rates (Special Events Min. 3 Hours)	\$32.00	\$33.00	
<b><i>Municipal Holiday Rate: Hourly</i></b>			<b>\$39.00</b>
Tournament Rates (Minor Sports)	\$176.00	\$182.00	
<b><i>Municipal Holiday Rate: Tournaments</i></b>			<b>\$212.00</b>
Local User Groups (Meeting Space when staff available)		\$0.00	
<b>PAVILION</b>			
One day event	\$191.00	\$197.00	
<b><i>Municipal Holiday Rate: One Day Event</i></b>			<b>\$230.00</b>
Evening event 5pm – 1 am	\$107.00	\$111.00	
<b><i>Municipal Holiday Rate: Evening Event</i></b>			<b>\$129.00</b>
Hourly Rate – Minimum of 3 Hours	\$27.00	\$28.00	
<b><i>Municipal Holiday Rate: Hourly</i></b>			<b>\$33.00</b>
<b>CAMPING (Special Events Only)</b>			
Daily Rate	\$27.00	\$28.00	
<b><i>Municipal Holiday Rate</i></b>			<b>\$33.00</b>
<b>BALL DIAMONDS</b>			
Local Minor Ball per Game – No Lights	\$32.00	\$33.00	
<b><i>Municipal Holiday Rate: Local Minor Ball</i></b>			<b>\$39.00</b>
Adult Rates per Game – No Lights	\$40.00	\$42.00	
<b><i>Municipal Holiday Rate: Adult Rate</i></b>			<b>\$48.00</b>
Local Evening Tournament	\$82.00	\$85.00	
<b><i>Municipal Holiday Rate: Local Evening Tournament</i></b>			<b>\$99.00</b>
Tournaments per Day	\$128.00	\$132.00	
<b><i>Municipal Holiday Rate: Tournament per Day</i></b>			<b>\$154.00</b>
Lights per Game	\$13.00	\$14.00	
<b><i>Municipal Holiday Rate: Lights</i></b>			<b>\$16.00</b>



**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "G" (continued)  
RECREATION**

**RENTAL FEES & CHARGES**

ARTHUR & AREA COMMUNITY CENTRE	JANUARY 1st 2012	JANUARY 1st 2013	MUNICIPAL STATUTORY HOLIDAY RATES*
150 Domville St.			
<b>ARENA FLOOR</b>			
Minor Sports per Hour	\$42.00	\$44.00	
<i>Municipal Holiday Rate: Minor Sports per Hour</i>			<b>\$51.00</b>
Local Adults per Hour	\$52.00	\$54.00	
<i>Municipal Holiday Rate: Local Adults per Hour</i>			<b>\$63.00</b>
Prime - Friday and Saturday	\$584.00	\$602.00	
<i>Municipal Holiday Rate: Friday and Saturday</i>			<b>\$701.00</b>
Non Prime - Sunday to Thursday	\$409.00	\$422.00	
<i>Municipal Holiday Rate: Sunday to Thursday</i>			<b>\$491.00</b>
Non Resident per Hour	\$59.00	\$61.00	
<i>Municipal Holiday Rate: Non Resident per Hour</i>			<b>\$71.00</b>
<b>ARENA ICE (Prices go up effective June 1st annually)</b>			
Minor Sports per Hour	\$93.00	\$96.00	
<i>Municipal Holiday Rate: Minor Sports per Hour</i>			<b>\$112.00</b>
Local Adults per Hour	\$109.00	\$113.00	
<i>Municipal Holiday Rate: Local Adults per Hour</i>			<b>\$131.00</b>
Non Resident per Hour	\$127.00	\$131.00	
<i>Municipal Holiday Rate: Non Resident per Hour</i>			<b>\$153.00</b>
Shinny (includes walk-ins) \$5/person w/ Minimum Hourly Rate of:	\$75.00	\$78.00	
<i>Municipal Holiday Rate: Shinny per Hour</i>			<b>\$90.00</b>
School Rates	\$32.00	\$33.00	

<b>POOL RENTALS</b>			
Arthur & Area Aquatic Centre per Hour	\$101.00	\$105.00	
<i>Municipal Holiday Rate: Rental per Hour</i>			<b>\$122.00</b>
<b>SCHOOL RATES (All Facilities) Hourly</b>	\$43.00	\$45.00	
<b>CONN PAVILION</b>			
Day Rate (includes a \$5 donation)	\$75.00	\$78.00	
<b>DAMASCUS HALL Bookings done by Betsy Benham 519-848-3120</b>			
Day Rate	\$80.00	\$80.00	

<b>WALL &amp; BOARD ADVERTISING</b>			
Wall Advertising per 4'x8' Ad & 4'x4'	\$213.00	\$220.00	
Board Advertising per 4'x8' Ad & 4'x6'	\$319.00	\$329.00	
Board Advertising per 4'x8' Ad - both arenas	\$557.00	\$574.00	

<b>CORKAGE</b>			
7 oz Plastic Cup	\$0.11	\$0.12	
14 oz Plastic Cup	\$0.16	\$0.17	
Bag of Ice	\$2.49	\$3.00	
2L Bottle of Pop	\$2.60	\$3.00	
Wrist Bands	\$0.26	\$0.26	

THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12

SCHEDULE "G" (continued)  
RECREATION

RENTAL FEES & CHARGES

MOUNT FOREST & DISTRICT SPORTS COMPLEX 850 Princess St.	JANUARY 1st 2012	JANUARY 1ST 2013	MUNICIPAL STATUTORY HOLIDAY RATES*
<b>COMMUNITY HALL</b>			
<i>Stag &amp; Doe</i>		\$735.00	
Friday & Saturday (& Municipal Holidays for 2010-2012)	\$542.00	\$559.00	
<i>Municipal Holiday Rate: Friday and Saturday</i>			\$651.00
Sunday to Thursday	\$303.00	\$313.00	
<i>Municipal Holiday Rate: Sunday to Thursday</i>			\$364.00
Hourly Rates (Special Events Min. 3 Hours)	\$54.00	\$56.00	
<i>Municipal Holiday Rate: Hourly</i>			\$65.00
Tournament Rates (Minor Sports)	\$213.00	\$220.00	
<i>Municipal Holiday Rate: Tournaments</i>			\$256.00
Lions Club Bingo	\$160.00	\$165.00	
<i>Municipal Holiday Rate: Bingo</i>			\$192.00
Seniors Club/Hour (Plus GST)	\$12.00	\$13.00	
<i>Municipal Holiday Rate: Seniors Club per Hour</i>			\$15.00
Shuffle Board (Plus GST)/Year	\$12.00	\$13.00	
Karate (Plus GST)/Year	\$10/hour	\$13/hour	
Blood Doner Clinic	\$150.00	\$155.00	
Extra Set Up Time/Hour	\$48.00	\$50.00	
<i>Municipal Holiday Rate: Set Up and Clean Up</i>			\$58.00
<b>PLUME ROOM</b>			
Day Rate	\$191.00	\$197.00	
<i>Municipal Holiday Rate: Plume Room</i>			\$230.00
<b>LEISURE HALL</b>			
Day Rate	\$191.00	\$197.00	
<i>Municipal Holiday Rate: Leisure Hall</i>			\$230.00
<b>LEISURE HALL &amp; PLUME ROOM – Hourly Rate</b>			
Hourly Rate	\$32.00	\$33.00	
<i>Municipal Holiday Rate: Hourly</i>			\$39.00
<b>MEETING ROOM</b>			
Local User Groups (when staff available)	\$0.00	\$0.00	
All Others Rented by Hour	\$27.00	\$28.00	
<i>Municipal Holiday Rate: Hourly</i>			\$33.00
<b>WALKING TRACK – Cost/Use</b>			
WALKING TRACK – Cost/Use	\$2.00	\$2.00	
<b>WALKING TRACK – Cost/Month</b>			
WALKING TRACK – Cost/Month	\$15.00	\$15.00	
<b>MURPHY'S PARK (If reserved) 6 Picnic Tables</b>			
Day Rate	\$32.00	\$33.00	
<i>Municipal Holiday Rate: Murphy's Park</i>			\$0.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "G" (continued)  
RECREATION**

**RENTAL FEES & CHARGES**

MOUNT FOREST & DISTRICT SPORTS COMPLEX 850 Princess St.	JANUARY 1st 2012	JANUARY 1st 2013	MUNICIPAL STATUTORY HOLIDAY RATES*
<b>CORK STREET PAVILLION/CONCESSION</b>			
Evening Event (5pm – 1am)	\$107.00	\$111.00	
<i>Municipal Holiday Rate: Evening Event</i>			<b>\$129.00</b>
One Day Event	\$191.00	\$197.00	
<i>Municipal Holiday Rate: One Day Event</i>			<b>\$230.00</b>
Hourly Rate	\$27.00	\$28.00	
<i>Municipal Holiday Rate: Hourly</i>			<b>\$33.00</b>
<b>SOCCER FIELDS</b>			
Hourly Rate	\$24.00	\$25.00	
<i>Municipal Holiday Rate: Hourly Rate</i>			<b>\$29.00</b>
Seasonal Rate for Minor Soccer	\$5,517.00	\$5,683.00	
Lights On - Charge per Game	\$15.00	\$16.00	
<b>BALL DIAMONDS</b>			
Local Minor Ball per Game – No Lights	\$32.00	\$33.00	
<i>Municipal Holiday Rate: Local Minor Ball</i>			<b>\$39.00</b>
Adult Rates per Game – No Lights	\$40.00	\$42.00	
<i>Municipal Holiday Rate: Adult Rate</i>			<b>\$48.00</b>
Local Evening Tournament	\$82.00	\$85.00	
<i>Municipal Holiday Rate: Local Evening Tournament</i>			<b>\$99.00</b>
Tournaments per Day	\$128.00	\$132.00	
<i>Municipal Holiday Rate: Tournament per Day</i>			<b>\$154.00</b>
Lights per Game	\$13.00	\$14.00	
<i>Municipal Holiday Rate: Lights</i>			<b>\$16.00</b>
<b>ARENA FLOOR</b>			
Minor Sports per Hour	\$42.00	\$44.00	
<i>Municipal Holiday Rate: Minor Sports per Hour</i>			<b>\$51.00</b>
Local Adults per Hour	\$52.00	\$54.00	
<i>Municipal Holiday Rate: Local Adults per Hour</i>			<b>\$63.00</b>
Prime - Friday and Saturday	\$584.00	\$602.00	
<i>Municipal Holiday Rate: Friday and Saturday</i>			<b>\$701.00</b>
Non Prime - Sunday to Thursday	\$409.00	\$422.00	
<i>Municipal Holiday Rate: Sunday to Thursday</i>			<b>\$491.00</b>
Non Resident per Hour	\$59.00	\$61.00	
<i>Municipal Holiday Rate: Non Resident per Hour</i>			<b>\$71.00</b>
<b>ARENA ICE (Prices go up effective June 1st annually)</b>			
Minor Sports per Hour	\$93.00	\$96.00	
<i>Municipal Holiday Rate: Minor Sports per Hour</i>			<b>\$112.00</b>
Local Adults per Hour	\$109.00	\$113.00	
<i>Municipal Holiday Rate: Local Adults per Hour</i>			<b>\$131.00</b>
Non Resident per Hour	\$127.00	\$131.00	
<i>Municipal Holiday Rate: Non Resident per Hour</i>			<b>\$153.00</b>
Shinny (includes walk-ins) \$5/person w/ Min. Hrly Rate:	\$75.00	\$78.00	
<i>Municipal Holiday Rate: Shinny per Hour</i>			<b>\$90.00</b>
School Rates	\$32.00	\$33.00	
<b>SUMMER ICE</b>	<b>\$120.00</b>	<b>\$124.00</b>	

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "G" (continued)  
RECREATION**

**RENTAL FEES & CHARGES**

MOUNT FOREST & DISTRICT SPORTS COMPLEX 850 Princess St.	JANUARY 1st 2012	JANUARY 1st 2013	MUNICIPAL STATUTORY HOLIDAY RATES*
<b>STORAGE SPACE</b>			
Small	\$213.00	\$220.00	
Large	\$266.00	\$274.00	
JR. C – CLUB ROOM	\$531.00	\$547.00	

<b>POOL RENTALS</b>			
M F Lion Roy Grant Pool per Hour	\$101.00	\$105.00	
<i>Municipal Holiday Rate: Rental per Hour</i>			<b>\$122.00</b>
SCHOOL RATES (All Facilities) Hourly	\$43.00	\$45.00	

MOUNT FOREST LION ROY GRANT POOL AND ARTHUR & AREA AQUATIC CENTRE	JANUARY 1st 2012	JANUARY 1st 2013
<b>PROGRAM</b>		
Adult & Tot	\$55.00	\$57.00
Sea Turtle	\$55.00	\$57.00
Sea Otter	\$55.00	\$57.00
Salamander	\$55.00	\$57.00
Sunfish	\$55.00	\$57.00
Level 1	\$55.00	\$57.00
Level 2	\$55.00	\$57.00
Level 3	\$55.00	\$57.00
Level 4	\$55.00	\$57.00
Level 5	\$60.00	\$62.00
Level 6	\$60.00	\$62.00
Level 7	\$60.00	\$62.00
Level 8	\$65.00	\$67.00
Level 9	\$65.00	\$67.00
Level 10	\$65.00	\$67.00
1/2 Hour Private Lesson (Min. of 5 purchased in advance.)	\$23.00	\$24.00
1/2 Hour Semi-Private Lesson (Min. of 5 purchased in advance.) (Max. 3 Students)	\$16.00	\$17.00
Bronze Medallion & Emergency 1st Aid with CPR B	\$160.00	\$164.00
Bronze Cross with CPR C	\$160.00	\$164.00
Swim Team (Non Res Fee does not apply.) Min. of 18 to run program.	\$60.00	\$62.00
<b>GENERAL ADMISSION (HST Included)</b>		
Children Under 5 - 1 Visit	\$1.60	\$2.00
Children Under 5 - 20 Visit Pass	\$27.00	\$28.00
Children Under 5 - Season Pass	\$40.50	\$42.00
Individual 5 years and over - 1 Visit	\$3.25	\$3.50
Individual 5 years and over - 20 Visit Pass	\$54.00	\$56.00
Individual 5 years and over - Season Pass	\$81.00	\$83.00
Family - 1 Visit	\$10.75	\$11.00
Family - 20 Visit Pass	\$177.50	\$182.00
Family Season Pass	\$201.75	\$206.00

**THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12**

**SCHEDULE "H"  
PUBLIC WORKS**

Effective July 23, 2012

DESCRIPTION	FEE
Inspection Fee	\$100.00
Urban/Rural Damage Deposit Fee including inspection fee	\$2,000.00
Rural/Semi-Urban Entrance Installations	
a) Requires a 9m culvert (up to and including 600mm) including inspection fee	\$1,600.00
b) Entrance that does not require a culvert including inspection fee	\$1,100.00
c) Cost of hidden driveway sign installed	\$100.00
The applicant would be responsible for all costs to supply a culvert over 600 mm in diameter and/or to supply over 12 meters of culvert and/or to upgrade an existing entrance. Costs would be charged at the current rates.	
Damage Deposit Fees shall be collected when a Building Permit is issued.	
Water/Sewer Servicing Charges	
Water: Up to and including 1" service	
Paved road with curb and/or sidewalk	\$3,000.00
Paved road only	\$2,500.00
Gravel road only	\$2,200.00
Note: Services over 1" add the following to the above rates:	
1 ½" up to and including 4" service	\$1,200.00
6" service	\$1,700.00
Water Account Setup (WNP)	\$25.00
Sewer Account Setup (WNP)	\$25.00
Sanitary Sewer: Up to and including 6" service	
Paved road with curb and/or sidewalk	\$3,600.00
Paved road only	\$3,100.00
Gravel road only	\$2,700.00
Note: Services over 6" add the following to the above rates:	
8" or larger	\$400.00
Exceptions & Special Circumstances:	
1. The following rates apply when the service connection exists at property line or if the connection is made in the boulevard and does not involve disturbing asphalt/sidewalk or curb.	
Note: Extra charges for large services apply.	
Water	\$2,100.00
Sanitary Sewer	\$2,600.00
Subdivision Agreements:	
Mount Forest *Bye Subdivision	\$700.00
- Except Lots 35 - 39	\$900.00
*VandenBroek Subdivision, single family dwelling	\$700.00
- Semi Detached dwelling	\$1,400.00
<b>ADDITIONAL COSTS</b>	
At the discretion of the Manager of Public Works, additional charges will apply to the installation of services that require extra equipment/materials to be used due to material availability or weather related road conditions. These extra charges will be in addition to the normal fees charged and will reflect the actual costs billed to the Township.	

THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12

SCHEDULE "H" (continued)  
PUBLIC WORKS

Water and Sewer Rates Policy

Effective July 23, 2012

DESCRIPTION	FEE
<p><b>Swimming Pool Rate:</b> In addition to the charges for water, being the Residential Rate or the General Service Rate in Arthur and Mount Forest hereinbefore set out, there shall be a separate water rate of \$75.00 payable annually to the Township by the landowner for each swimming pool located on a parcel of land during each year or part thereof. For the purposes of this paragraph a swimming pool shall be an inground or aboveground swimming pool containing 8,000 gallons of water or more.</p>	\$75.00
<p><b>Bulk Water Pick-Up or Supply:</b> Persons wanting bulk water pick-up or supply must contact the Township Office Monday to Friday between the hours of 8:30 A.M. and 4:30 P.M. to schedule the pick-up or supply. A member of the Township's Water Department must be present when any water is loaded. Unauthorized opening of any Township hydrant is an offence that will have legal implications. The cost for a bulk load or equivalent of water is \$150.00.</p>	\$150.00
<p><b>Disconnection/Reconnection</b> of Water and Sewer services will only be allowed if the electrical service is also disconnected or reconnected for the same period of time. The charge for either of these services is \$75.00.</p>	\$75.00
<p><b>Customer Request for Service Interruption:</b> a customer requesting a water service interruption will be charged \$75.00 for this service.</p>	\$75.00
<p><b>Service Call Request</b> any property owner requesting a service call will be charged a minimum \$75.00 fee if the problem is found to be on the landowner's property. Any involvement by the Township in the repair of services on private property shall be billed to the property owner on a time and material basis.</p>	\$75.00
<p><b>Connection Fees:</b> must be paid to the Township prior to connection to the distribution system. The installation must be inspected by the Township's Building Department. It is illegal to connect to the Township's Water and Sewage Systems without proper approval. The current Connection Fee information is available at the Township of Wellington North office in Kenilworth.</p>	
<p><b>Monthly Minimum Rate:</b> metered residential properties shall pay the greater of either the current metered rate or the current flat residential rate for both water and sewer.</p>	

THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NO. 49-12

**SCHEDULE "I"**  
**WATER & SEWER RATES**

DESCRIPTION	JANUARY 1 <sup>st</sup> , 2012	JANUARY 1 <sup>st</sup> , 2013	JANUARY 1 <sup>st</sup> , 2014
<b>Water</b>			
Residential (flat rate)			
Residential - monthly	\$39.25	\$42.42	\$45.67
Residential - annually	\$471.00	\$509.00	\$548.00
Non-residential Customers – Annual Flat Rate	\$565.00	\$611.00	\$657.00
Non-residential			
Rate per cubic metre	\$1.72	\$1.87	\$2.01
<b>Wastewater (Sewer)</b>			
Residential (flat rate)			
Residential - monthly	\$54.25	\$56.08	\$56.17
Residential - annually	\$651.00	\$673.00	\$674.00
Non-residential Customers – Annual Flat Rate	\$781.00	\$808.00	\$808.00
Non-residential			
Rate per cubic metre	\$2.38	\$2.47	\$2.47

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

**BY-LAW NUMBER 50-12**

**BEING A BY-LAW TO AMEND BY-LAW NUMBER 37-10 AS  
AMENDED, BEING A BY-LAW TO PROVIDE FOR THE  
APPROVAL OF A MUNICIPAL EMERGENCY RESPONSE PLAN**

**WHEREAS**, the Council for the Township of Wellington North passed by-law 37-10 being a by-law to adopt an Emergency Response Plan.

**AND WHEREAS**, Section 3 (6) of the Emergency Management and Civil Protection Act, R.S.O. 1990 as amended states that "every municipality shall review and, if necessary, revise its emergency plan every year".

**AND WHEREAS**, the Emergency Response Plan has been reviewed and it has been deemed necessary to revise certain sections of the plan in accordance with the Emergency Management and Civil Protection Act.

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

1. THAT Schedule "A" to By-law 37-10 being the Emergency Response Plan as amended by 39-12 is further amended as follows:  
  
"That subsection 8.2.2.1 is amended by adding "and/or Communications Manager for the County of Wellington or designated alternate."
2. THAT this by-law shall come into force and effect on the day of final passing thereof.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23<sup>RD</sup> DAY OF JULY, 2012.***

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**RAYMOND TOUT  
MAYOR**

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**LORRAINE HEINBUCH  
CHIEF ADMINISTRATIVE OFFICER/CLERK**



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

**BY-LAW NUMBER 51-12**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE CORPORATION  
OF THE TOWNSHIP OF SOUTHGATE FOR THE PROVISION OF FIRE  
PROTECTION SERVICES.**

**AUTHORITY:** Municipal Act, S.O. 2001, Chapter 25, as amended, Section 20  
Fire Protection and Prevention Act, S. O. 1997, Chapter 4

**WHEREAS** the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 20, provides that one or more municipalities to enter into an agreement to jointly provide for any matter which all of them have the power to provide within their boundaries;

**AND WHEREAS** the Fire Protection and Prevention Act, S.O. 1997, Chapter 4 authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

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

1. **THAT** an agreement with The Corporation of the Township of Southgate in the form of the draft agreement attached hereto as Schedule "A" to this by-law, which provides for the provision of fire protection services by the Township of Wellington North to the Township of Southgate is hereby ratified and confirmed.
2. **THAT** the Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.
3. **THAT** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law the provisions of this by-law shall prevail.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23rd DAY OF JULY, 2012.***

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**Raymond Tout,  
MAYOR**

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**L. Heinbuch,  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**SCHEDULE "A"**  
**BY-LAW NO. 51-12**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2012.

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP WELLINGTON NORTH**

Hereinafter called the "**Wellington North**"

**AND**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Hereinafter called "**Southgate**"

**WHEREAS** By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Fire Protection and Prevention Act, as amended, to authorize an agreement between the parties; and

**AND WHEREAS** Wellington North operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a department situated within the Township of Wellington North;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,

**"Designate"** means a person who in the absence of the fire chief has the same powers and authority as the fire chief.(Mount Forest Fire Department)

**"Fire area"** means the fire area(s) of Southgate as described in Schedule "A" attached to and forming part of this agreement,

**"Fire chief"** means the chief of the fire department, (Mount Forest)

**“Chief Fire Official:** means Chief Fire Official for Southgate

**“Fire department”** means the “Township of Wellington North Fire Department (Mount Forest)

**“Fire protection services”** means and includes activities defined in the Fire Protection and Prevention Act, all level of service stated in the Wellington North Fire Service E&R By-Law#44-10 more particularly described as: “includes fire suppression, inspections upon request or complaint, auto/farm/industrial accidents and extrications, search & rescue, confined space, trench rescue, high angle rescue and Haz-Mat on awareness level only, ice water rescue(land base only), medical assist responses, communications, training of persons involved in the provision of fire protection services and the delivery of all of those services and will adhere to the direction of the Southgate Smoke Alarm Program.

**“Investigation of Cause”** means when an investigation is required, the Fire Chief will notify the Chief Fire Official for Southgate to attend the incident to assist or take over the investigation.

2. Wellington North will supply, except as hereinafter limited or excluded, fire protection services to Southgate in the fire area as described in Schedule “A” attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of Southgate will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement, subject to Section (5) hereunder, and subject also to roads being impassable by reason of snow, water, mud, etc. which would prevent fire apparatus and personal from reaching the incident.
4. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Section (3) above, at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement between Southgate and Wellington North. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Wellington North, the fire chief may invoke the applicable provisions of the Grey County Mutual Aid Plan.
5. Notwithstanding section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Wellington North or elsewhere, under the provisions of the County of Wellington Mutual Aid Plan. Similarly, the fire chief or designate may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief, or

designate, may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section (4) above.

6. The fire chief, or designate shall use their best endeavors to prevent answering false alarms, but they shall not be required to unnecessarily delay the fire department when a call has been received to assure themselves that the call is not a false alarm.
7. The fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of Southgate or at anytime be passed to the Chief Fire Official for Southgate.
8. The fire chief, or designate, shall report all incidents attended in the fire area on or before the 10<sup>th</sup> day of the following month. All burn by-law infractions will be reported to the Chief Fire Official for Southgate within seven (7) days of the infraction. All motor vehicle accidents or vehicle fires on Southgate roads will be reported to the Chief Fire Official on or before the 10<sup>th</sup> day of the following month and will include the OPP incident report number.
9. Southgate agrees to provide a map of the fire area clearly indicating the civic addresses of each intersection. See Schedule "A" attached to and forming part of this agreement. Southgate agrees to identify all streets and roads in the fire area by having them marked at all intersections. Southgate agrees to identify all bridges in the fire area as to weight limits and advise of alternate routes for fire apparatus to travel. Bridges identified, as being unable to carry the weight of the fire apparatus, shall be set out in Schedule (A) attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.
10. Southgate shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.
11. Southgate warrants by-law(s) have been enacted authorizing the activities and responsibilities of the fire chief under the Southgate emergency plan.
12. In consideration of the fire protection services undertaken by Wellington North in the fire area of Southgate, Southgate shall pay fees to Wellington North as set out in Schedule "B" attached hereto and forming part of this agreement.
13. Notwithstanding anything herein contained, no liability shall attach or accrue to Wellington North for failing to supply Southgate on any occasion, or occasions, any of the fire protection services provided for in this agreement.

14. No liability shall attach or accrue to Southgate by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area.
15. The parties agree that this agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
16. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.
17. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
18. This agreement shall be in force for a period of five (5) years and replaces the previous fire agreement and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party as set out in Section (16).

19. Notwithstanding Section (18), either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date may terminate this agreement. In any case of termination prior to the twelve (12) month date, the fees specified in Section (13) will be applied on a pro rata basis using the same formula as applied previous to the termination date.
20. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

Per: \_\_\_\_\_  
Raymond Tout,  
Mayor

Per: \_\_\_\_\_  
Lorraine Heinbuch,  
Chief Administrative Officer/Clerk

We have authority to bind the Corporation

CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE

Per: \_\_\_\_\_  
Brian Milne,  
Mayor

Per: \_\_\_\_\_  
Carol Watson,  
Clerk

We have authority to bind the Corporation

## SCHEDULE "A" FIRE AREA SECTION 2

Attached to and forming part of the Fire Protection Agreement  
between The Corporation of the Township of Wellington North  
and The Corporation of the Township of Southgate  
Dated the \_\_\_ day of \_\_\_\_\_, 2012

The following describes the fire area of the Township of Southgate for the purposes of  
the Fire Protection Services Agreement between Wellington North and Southgate:

Highway 89 from Civic addressing number 7100 to 8412  
Southgate Road 04 from Civic addressing number 043492 to 045620  
Southgate Road 08 from Civic addressing number 083000 to 084804  
Grey County Road 14 from Hwy 89 Civic addressing number 031000 to 031412 and  
Civic addressing number 085000 to 085417  
Feairs Drive, Cedarville from Civic addressing number 100 to 150  
Southgate Road 08 from Civic addressing number 085418 to 085624  
Southgate Road 10 from Civic addressing number 103000 to 105643  
Southgate SDR 03 from Civic addressing number 031414 to 031827  
Southgate SDR 07 from Civic addressing number 071000 to 071625  
Southgate SDR 11 from Civic addressing number 111000 to 111415  
Southgate Road 12 from Civic addressing number 123000 to 124761  
Southgate Road 14 from Civic addressing number 143000 to 144413  
Southgate SDR 61 from Civic addressing number 611209 to 612207  
Southgate SDR 57 from Civic addressing number 571000 to 572206  
Southgate SDR 55 from Civic addressing number 551000 to 552414  
Southgate SDR 49 from Civic addressing number 491000 to 492414  
Southgate SDR 47 from Civic addressing number 471000 to 472415  
Southgate SDR 41 from Civic addressing number 411000 to 412412  
Sligo Road from Civic addressing number 311000 to 311180  
London Road from Civic addressing number 150 to 250  
Grey Road 109 from Civic addressing number 391000 to 392346  
Orchardville side road from Civic addressing number 100 to 152  
McFarlane Drive from Civic addressing number 100 to 200  
Southgate SDR 33 from Civic addressing number 331512 to 331707  
Southgate Road 06 from Civic addressing number 063251 to 063415  
Church St.(Holstein) from Civic addressing number 100 to 125  
Wellington St.(Holstein) from Civic addressing number 100 to 131  
Petrie St.(Holstein) from Civic address numbering 100 to 125  
Centre St.(Holstein) from Civic address numbering 100 to 121  
Lane St.(Holstein) from Civic address numbering 100 to 110  
Highway 6 from Civic addressing number 311153 to 312366

SCHEDULE "B" SERVICE FEES SECTION (12)

Attached to and forming part of the Fire Protection Agreement  
between The Corporation of the Township of Wellington North  
and The Corporation of the Township of Southgate  
Dated the \_\_\_ day of \_\_\_\_\_, 2012

Attached to and forming part of "Township of Wellington North" and "Township of  
Southgate" fire protection agreement  
Dated the \_\_\_ day of \_\_\_\_\_, 2012

Fire protection services fees payable by the Township of Southgate to the Township  
of Wellington North as follows:

1. It is agreed that Southgate will provide the sum of \$52,000.00 dollars to Wellington North per year to provide all the Fire Protection Services as per Section 1 in this agreement plus a capital sum of \$13,000.00 dollars per year for the five (5) year agreement.
2. It is agreed that the Federal Consumers Price Index calculated as of October 31 of each year will be added on to the base amount of each year of the five (5) year agreement.
3. It is agreed that for major unforeseen incidents or other services provided under Section 1 of this agreement that could exceed our base set amount will be adjusted accordingly upon provisions of appropriate documentation.
4. Wellington North will maintain a Southgate Fire reserve account to hold any unused capital contributions each year. This reserve will be to absorb the impact of large purchases and or unforeseen emergency capital requirements in the future years. Southgate will not be indebted to Wellington North for more than the annual capital contribution plus the balance of the Southgate reserve account at that point in time. A report on the balance of the Southgate Fire reserve may be requested from the Southgate Treasurer at any time.



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

**BY-LAW NUMBER 52-12**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH ENGLAND  
FUNERAL HOME LIMITED FOR THE PROVISION OF CEMETERY  
SERVICES.**

**AUTHORITY:** Funeral, Burial and Cremation Services Act, 2002 (Ontario)

**WHEREAS** the Corporation of the Township of Wellington North Mount Forest Cemetery is licensed to operate a Cemetery pursuant to the *Funeral, Burial and Cremation Services Act, 2002* (Ontario);

**AND WHEREAS** the Funeral Home is a licensed to operate a funeral establishment pursuant to the *Funeral, Burial and Cremation Services Act, 2002* (Ontario);

**AND WHEREAS** in the course of its operation of a funeral establishment, the Funeral Home may wish to have certain of its employees who are licensed sales representatives within the meaning of the Funeral, Burial and Cremation Services Act, 2002 (the "**Act**"), sell interment rights, scattering rights or Cemetery services (the "**Services**") to customers of the Funeral Home on behalf of the Corporation of the Township of Wellington North Mount Forest Cemetery;

**AND WHEREAS** the Corporation of the Township of Wellington North Mount Forest Cemetery wishes to authorize certain of the employees of the Funeral Home to act as non-exclusive sales representatives for the Services, subject to certain terms and conditions.

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

1. **THAT** an agreement with England Funeral Home Limited, 294 Main Street South, Mount Forest, Ontario, N0G 2L0 in the form of the draft agreement attached hereto as Schedule "A" to this by-law, which authorizes certain of the employees of the Funeral Home to act as non-exclusive sales representatives for the Services, subject to the terms and conditions set forth in this Agreement by the Township of Wellington North to the England Funeral Home Limited is hereby ratified and confirmed.
2. **THAT** the Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

3. **THAT** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law the provisions of this by-law shall prevail.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23rd DAY OF JULY, 2012.***

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**Raymond Tout,  
MAYOR**

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**I. Heinbuch,  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

SCHEDULE "A"

BY-LAW NO. 52-12

AUTHORIZED REPRESENTATIVE AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2012.

BETWEEN:

England Funeral Home Limited  
294 Main Street South  
Mount Forest, Ontario, N0G 2L0 (the "**Funeral Home**")

AND

The Corporation of the Township of Wellington North  
Mount Forest Cemetery  
Southgate Sideroad 41,  
R. R. #2, Mount Forest, Ontario, N0G 2L0 (the "**Cemetery**")

**WHEREAS** the Cemetery is licensed to operate a Cemetery pursuant to the *Funeral, Burial and Cremation Services Act, 2002* (Ontario);

**AND WHEREAS** the Funeral Home is a licensed to operate a funeral establishment pursuant to the *Funeral, Burial and Cremation Services Act, 2002* (Ontario);

**AND WHEREAS** in the course of its operation of a funeral establishment, the Funeral Home may wish to have certain of its employees who are licensed sales representatives within the meaning of the *Funeral, Burial and Cremation Services Act, 2002* (the "**Act**"), sell interment rights, scattering rights or Cemetery services (the "**Services**") to customers of the Funeral Home on behalf of the Cemetery;

**AND WHEREAS** the Cemetery wishes to authorize certain of the employees of the Funeral Home to act as non-exclusive sales representatives for the Services, subject to the terms and conditions set forth in this Agreement

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Appointment of Authorized Sales Representatives**

Subject to the terms of this Agreement, the Cemetery hereby authorizes the employees of the Funeral Home listed in Schedule A hereto (the “**Authorized Sales Representatives**”) to act as non-exclusive sales representatives for the sale of the Services.

### **Future Appointment of Authorized Sales Representatives**

From time to time, the Funeral Home may submit the name of a person who is a licensed sales representative under the Act to the Cemetery, and upon delivery by the Cemetery to the Funeral Home of a written authorization permitting such person to act as a sales representative of the Cemetery, such person shall be deemed to be an Authorized Sales Representative pursuant to this agreement.

### **Responsibilities of the Funeral Home**

During the term of this Agreement, the Funeral Home:

- may arrange for the sale of the Services by an Authorized Sales Representative on behalf of the Cemetery upon the request of the Funeral Home’s customers. The Cemetery acknowledges and agrees that nothing contained in this Agreement shall be construed as a requirement for the Funeral Home to promote the Services of the Cemetery to its customers;
- shall comply with and ensure that all Authorized Sales Representatives comply with all federal, provincial and local laws, rules, regulations and ordinances applicable to the Funeral Home's business;
- shall pay and discharge, and the Cemetery shall have no obligation to pay for, any expenses or costs of any kind or nature incurred by the Funeral Home or the Authorized Sales Representatives in connection with their respective functions hereunder;
- shall ensure that no person employed by the Funeral Home, other than an Authorized Sales Representative, sells or offers to sell Services to customers of the Funeral Home;
- shall provide to the Cemetery, at least annually, a copy of the sales representative license of each Authorized Sales Representative; and

The Funeral Home shall forthwith notify the Cemetery of the termination of the employment of any person who is an Authorized Sales Representative.

### **Responsibilities of the Cemetery**

The Cemetery shall provide such assistance with respect to the licensing of any employee of the Funeral Home as a sales representative as is reasonably necessary, provided that the Cemetery may, for any reason, decline to appoint any employee as a sales representative.

Any payment to be made by the Cemetery in respect of the services of any Authorized Sales Representative shall be made to the Funeral Home.

## **Documentation and Marketing Material**

At its own expense, the Cemetery will supply the Funeral Home with all applicable catalogues, brochures, advertising, promotional and selling materials, literature and information, if available, as the Funeral Home may from time to time reasonably require for the purpose of selling the Services.

## **Term and Termination**

This Agreement shall commence as of the date hereof and continue in full force and effect until terminated by either party at any time on providing the other party with thirty (30) days prior written notice.

Upon a person who is an Authorized Sales Representative ceasing to be employed by the Funeral Home, such person shall cease to be an Authorized Sales Representative pursuant to this agreement, and shall cease to be a sales representative of the Cemetery, effective as at the date of such person's termination of employment by the Funeral Home.

## **Relationship of Parties**

Nothing in this Agreement or otherwise shall be construed as constituting an appointment of the Funeral Home or its employees or any of them as an agent, legal representative, joint venturer, partner, employee or servant of the Cemetery for any purpose whatsoever, save and except as specifically set out in this agreement.

Neither the Funeral Home nor any Authorized Sales Representative is authorized to transact business, incur obligations, or assign or create any obligation of any kind, express or implied, on behalf of the Cemetery, or to bind it in any way whatsoever, or to make any contract, promise, warranty or representation on the Cemetery's behalf with respect to products and services sold by the Cemetery or any other matter, or to accept any service of process upon the Cemetery or receive any notice of any nature whatsoever on the Cemetery's behalf, save as specifically set out in this agreement.

## **General**

Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

Assignment. The Funeral Home may not assign this Agreement without the express written consent of Cemetery.

Governing Law. This Agreement and any document relating thereto shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Both parties hereby expressly and irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of or in connection with this Agreement.

Further Assurances. If requested by the Funeral Home, the Cemetery will provide to the Funeral Home within ten business days of such request a written authorization to each Authorized Sales Representative employed by the Funeral Home authorizing such person to act as a sales representative on behalf of the Cemetery.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

The Corporation of the  
Township of Wellington North  
Mount Forest Cemetery

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Raymond Tout  
Mayor

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Lorraine Heinbuch  
Chief Administrative Officer/Clerk

We have authority to bind the Corporation

England Funeral Home Limited

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Bruce England  
President

I have authority to bind the Corporation

**AUTHORIZED REPRESENTATIVE AGREEMENT**

**SCHEDULE "A"**

**SCHEDULE OF AUTHORIZED SALES REPRESENTATIVES**

**Bruce H. England – Licence # 200238**

**Stephanie A. Kazdan- Licence # 203160**

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

**BY-LAW NUMBER 53-12**

**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 JULY  
23, 2012.**

**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 July 23, 2012 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 23RD DAY OF JULY, 2012.**

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**RAYMOND TOUT  
MAYOR**

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**LORRAINE HEINBUCH  
CHIEF ADMINISTRATIVE OFFICER/CLERK**



## MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, August 7, 2012	Recreation Committee Mount Forest Arena	8:30 a.m.
Monday, August 13, 2012	Public Meeting	7:00 p.m.
Monday, August 13, 2012	Regular Council Meeting	Following Public Meeting
Wednesday, August 15, 2012	Economic Development Committee	4:30 p.m.
To be Determined	Finance Committee	
To be Determined	Administration Committee	
To be Determined	Building and Property	9:00 a.m.
Tuesday, August 21, 2012	Fire Committee	7:00 p.m.
Monday, August 27, 2012	Regular Council Meeting	7:00 p.m.

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

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

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