



Township of Wellington North

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

Regular Meeting of Council

Monday, August 12, 2013

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

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TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, July 15, 2013

The Public Meeting was held Monday, July 15, 2013 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider three Zoning Amendment applications.

Present:

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

Also Present:

Acting C.A.O.: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad
Township Planner: Linda Redmond
Planner: Jameson Pickard

Mayor Tout called the meeting to order. (7:00 p.m.)

Declaration of Pecuniary Interest:

None declared.

Owner/Applicant: Joseph Harold Fluney

Location of the Subject Land

The property subject to the proposed amendment is described as Part of Lot 22, Concession A with a civic address of 7595 Highway 6. The property is approximately 1.27 ha (3.14 ac.) in size.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to amend the site specific zoning on the subject lands to recognize the existing use of a welding shop and to allow a 2400 sq.ft. addition to the existing building currently utilized by the welding business. Other variances to the required setbacks may be considered.

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

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

1. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 21, 2013.
2. Presentation by:

Linda Redmond, Senior Planner, reviewed her comments dated July 11, 2013.

The proposed zoning amendment would allow an oversized home industry building on the subject lands. The applicants currently operate a welding shop out of the existing 2160 sq.ft building and are proposing a 2400 sq.ft. addition to accommodate storage of steel and supplies. Further relief is required for the setbacks to the proposed addition. The exact measurements have been determined and the draft by-law includes this information.

Council should be satisfied that the application would maintain the general intent and purpose of the Official Plan and Zoning By-law. It should be noted that the business is not being expanded and is located adjacent to the Arthur Urban area.

The subject land is legally described as Part Lot 22, Concession A with a civic address of 7595 Highway 6. The land is approximately 1.27 hectares (3.14 acres) in size.

The purpose of the amendment is to amend the site specific zoning on the subject lands to recognize the existing use of a welding shop and to allow a 2400 ft² addition to the existing building currently utilized by the welding business. Other variance to the required setbacks may be considered.

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Under the Provincial Policy Statement (PPS) the subject property is considered to be within a PRIME AGRICULTURAL area. Within prime agricultural areas, permitted uses include agricultural uses, secondary uses and agriculture-related uses.

Secondary uses “means uses secondary to the principal use of the property, including but not limited to, home occupations, home industries, and uses that produce value-added agricultural products from the farm operation on the property.”

Under the Wellington County Official Plan the subject lands are designated PRIME AGRICULTURAL. Permitted uses within the Prime agricultural area provide for a variety of farm related uses and include a home business and/or farm business.

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

Section 6.5.4 allows “small scale” industrial uses, provided a number of criteria are satisfied.

Under the Zoning By-law the subject lands are zoned Agricultural exception zone (A-59). In addition to the permitted uses of section 8.1, the lands zoned A-59 may also be used for a contractor’s yard conducted within the existing building.

Section 6.14 of the by-law regulates the establishment of home industries. The existing use of a welding shop is considered a permitted use as a home industry. The regulations as prescribed in Section 6.14 should be applied to this site to control the scale of the use. The criteria controls such things as size of building, number of employee’s, outside storage and signage. It further allows a maximum 2000 sq.ft. building to accommodate the home industry and does not permit outside storage of materials.

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The current existing building is 2160 sq.ft. and the addition will add 2400 sq.ft. for a total floor area of 4560 sq.ft. It is my understanding that the need for the additional floor area is to accommodate storage for steel and supplies. The business itself is not expanding but rather just the floor area so that the storage may be brought inside.

The draft by-law proposes to amend the current site specific exception for the enlargement of the building for the welding business and provide relief for setbacks to the addition.

3. Review of Correspondence received by the Township:

- None

4. The by-law will be considered at the Regular Council Meeting following the public meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.

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

The applicant was present to answer any questions

6. Comments/questions from Council.

Councillor Lennox noted the proximity of the subject property to the urban boundary and asked if the property would be zoned commercial or industrial if it was located in the urban area.

Ms. Redmond stated that the adjacent area is highway commercial.

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Owner/Applicant: Leslie Eccles and Sheila Eccles

The property subject to the proposed amendment is described as N1/2 Lot 10, Concession 14 with a civic address of 8405 Highway 89. The property is 40.7 hectares (100.6 acres) in size.

The purpose and effect of the proposed amendment is to rezone the subject lands to restrict any future residential development on the agricultural, "retained" portion of the property. Additional relief from the zoning by-law is being requested to permit an oversized shed. The owner is proposing to remove the existing barn and shed and construct a 3600 sq.ft. accessory structure. This rezoning is a condition of severance application B25/13 under the surplus farm dwelling policies that was granted provisional approval by the Wellington County Land Division Committee May 9th, 2013.

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.

7. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 21, 2013.

8. Presentations by:

Jameson Pickard, Junior Planner, reviewed his comments dated July 11, 2013.

The zoning amendment is required as a condition of provisional consent (B25/13) by the Wellington County Land Division Committee. The Planning Department has no objections to implementing this decision. Both the Provincial Policy Statement (PPS) 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.

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Additional zoning relief is also being sought for a proposed accessory structure on the severed residential parcel. The applicant would like to construct a 3,600 sq.ft drive shed for personal use. Council should be satisfied that the accessory building is intended for personal use and not for commercial purposes.

The subject land is legally described as N 1/2 Lot 10, Concession 14 with a civic address of 8405 Highway 89. The land is approximately 40.7 ha (100.6 ac) in size.

The purpose of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property and to address the proposed oversized shed on the residential portion of the subject lands. This rezoning is a condition of severance application B25/13, that was granted provisional approval by the Wellington County Land Division Committee on May 9th, 2013. The consent will sever the existing farm dwelling and accessory building (1.06 ha. (2.6 ac) from the remainder of the agricultural parcel (39.7 ha (98.1ac).

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

The subject lands are designated PRIME AGRICULTURE, CORE GREENLANDS. This application is required as a result of a severance application. Section 10.3.4 of the Wellington County Official Plan implements the PPS 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

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- 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) and Natural Environment (NE). There will be two site specific zones required on the subject lands. The first site specific will prohibit a dwelling on the 39.7 ha (98.1 ac) agricultural parcel and the second one will address the accessory structure on the 1.06 ha (2.6 ac) residential parcel.

As a result of the severance, the residential dwelling would be considered the main use and the existing accessory structure would be reviewed under section 6.1 as accessory uses to a residential dwelling. In this case the applicants currently have a barn and large drive shed on the property which is to be removed prior to the construction of the new proposed shed. The relief will be applied to the new shed, which will have a floor area of 3,600 sq.ft, which exceeds the allowable floor area of 1,160 sq. ft. (Section 6.1.4 ii).

9. Review of Correspondence received by the Township:

Erik Downing, Environmental Planning Coordinator, Saugeen Conservartion
- No objection

10. 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.

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11. Mayor opens floor for any questions/comments.

The applicants were present to answer any questions.

12. Comments/questions from Council.

Councillor Lennox stated that the Zoning By-law allows for a 1,000 sq. ft accessory building and this application is proposing a 3,600 sq. ft building. Councillor Lennox questioned what the intended use is.

Mr. Eccles responded that the proposed building would have a shop at one end and storage at the other end.

Mr. Pickard explained that approximately 4,000 sq. ft. will be removed from the severed parcel.

Owner/Applicant: R & R Mitchell Farms Ltd.

The property subject to the proposed amendment is described as Part of Lot 22, Concession 7 with a civic address of 8780 Concession 7. The property is 60.7 hectares (150 acres) in size.

The purpose and effect of the proposed amendment is to rezone the subject lands to restrict any future residential development on the agricultural "retained" portion of the property. Additional relief from the zoning by-law is required for an over-sized accessory building on the severed portion – a drive shed with an area of (2,700 ft²). This rezoning is a condition of severance application B17/13 under the surplus farm dwelling policies that was granted provisional approval by the Wellington County Land Division Committee April 11th, 2013.

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.

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13. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 21, 2013.

14. Presentation by:

- Jameson Pickard, Junior Planner, reviewed his comments dated June 6, 2013.

The zoning amendment is required as a condition of provisional consent (B17/13) by the Wellington County Land Division Committee. The Planning Department has no objections to implementing this decision. Both the Provincial Policy Statement (PPS) 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.

Additional zoning relief is also required for the existing accessory structure on the severed residential parcel. The applicant would like to retain 2,700 sq.ft of the drive shed for personal use. Council should be satisfied that the accessory building is intended for personal use and not for commercial purposes.

The subject land is legally described as Part Lot 22, Concession 7 with a civic address of 8780 Concession 7. The land is approximately 60.7 hectares (150 acres) in size.

The purpose of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property and to address the oversized shed on the residential portion of the subject lands. This rezoning is a condition of severance application B17/13, that was granted provisional approval by the Wellington County Land Division Committee on April, 17 2013. The consent will sever the existing farm dwelling and accessory building (1.93 ha. (4.79 ac) from the remainder of the agricultural parcel (58.8 ha. (145.3 ac).

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

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Under The Wellington County Official Plan the subject lands are designated PRIME AGRICULTURE, CORE GREENLANDS and GREENLANDS. This application is required as a result of a severance application. Section 10.3.4 of the Official Plan implements the PPS 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) and Natural Environment (NE). There will be two site specific zones required on the subject lands. The first site specific will prohibit a dwelling on the 58.8 ha (145.3 ac) agricultural parcel and the second one will address the accessory structure on the 1.93 ha (4.79 ac) residential parcel.

As a result of the severance, the residential dwelling would be considered the main use and the existing accessory structure would be reviewed under section 6.1 as accessory uses to a residential dwelling. In this case there is a shed on the property with a current floor area of 4,994 sq.ft; the applicant has agreed to remove a portion of the shed to reduce the overall floor area to 2,700 sq.ft, which still exceeds the allowable ground floor area of 1,379 sq. ft. (Section 6.1.4 ii).

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15. Review of Correspondence received by the Township:

- Nathan Garland, Resource Planner, GRCA
- No objection

16. 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.

17. Mayor opens floor for any questions/comments.

The applicants and their agent were present to answer any questions.

Mr. Mitchell explained that the main shed is in good shape. The back part of the shed will be removed as well as another small shed. The size of the lot has been reduced from the size originally applied for, as per the recommendation from Land Division.

18. Comments/questions from Council.

None.

Owner/Applicant: Edward Michael Baratto and Margaret Ann Baratto

The property subject to the proposed amendment is described as Park Lot 2, with a civic address of 178 Frederick Street West in Arthur Village. The property is 2.4 hectares (5.9 acres) in size.

The purpose and effect of the proposed amendment is to rezone the subject lands from Natural Environment (NE) to Residential to allow the construction of a single family dwelling. Relief from the required setbacks to the Natural Environment may also be considered. This zone amendment is required as a condition of approval for severance application B59/12, which was granted provisional consent by the Wellington County Land Division Committee September 13, 2012.

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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.

19. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 21, 2013.

20. Presentation by:

- Linda Redmond, Senior Planner, reviewed his comments dated July 11, 2013.

The zone amendment is required as a condition of consent in which the existing dwelling has been severed from the remainder of the land holdings. The applicant would like to construct a residence on the retained lands. The Natural Environment (NE) zone associated with the Conestogo River and floodplain has been further defined by the GRCA and the zoning will reflect the new floodplain location as well as the required setback for any new buildings to the floodplain.

The Planning Department had no concerns with the proposed amendment provided the GRCA is satisfied with the amended boundary of the Natural Environment zone.

The subject land is legally described as Park Lot 2, RP 60R-2919 with a civic address of 178 Frederick Street West in Arthur village. The land is approximately 2.4 hectares (5.9 acres) in size.

The purpose of the amendment is to rezone the subject lands from Natural Environment (NE) to residential to allow for the construction of a single family dwelling. This zone amendment is required as a condition of approval for severance application B59/13 which was granted provisional consent by Wellington County Land Division committee on September 13th, 2013.

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The subject property is considered to be within the Urban Centre of Arthur Village. Section 1.1.3.1 of the Provincial Policy Statement states that "settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted." Settlement areas are encouraged to include a mix of densities and land uses.

The lands subject to the rezoning are designated RESIDENTIAL. Section 8.3.2 of the Wellington County Official Plan identifies objectives for the RESIDENTIAL areas of urban centres, stating that an effort be undertaken to ensure potential compatibility issues between residential and other land uses are minimized. Permitted uses within the designated RESIDENTIAL areas of urban centres include residential dwellings, including a variety of housing types.

Under the Zoning By-law the lands subject to the zone amendment are currently zoned Natural Environment (NE). The NE zone does not permit residential development. A draft by-law is attached rezoning a portion of the lands to R3(H)-33.

The subject lands are currently developed with a single family dwelling. The applicants received provisional approval to sever the dwelling from the remainder of the lands and would like to construct a new dwelling to the rear of the existing one (see figure 1). The location of the proposed dwelling is located within the current NE zoned area of the property.

The Natural Environment (NE) zone boundaries identified on the schedules to the Zoning By-law are intended to generally identify the location of potentially hazardous environmental features. In this case the zoning is associated with the Conestogo River and associated floodplain. However during review of development applications and building permit applications, if necessary, the boundaries of the NE zone shall be more precisely determined in consultation with the Conservation Authority. Where detailed resource mapping and/or site inspection results in a re-interpretation of the limits of the NE zone boundary, all requirements of the Zoning by-law shall be reviewed relative to the revised interpretation of the NE Zone boundary, including any applicable setbacks (see section 2.6).

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Section 6.20 (Natural Environment and Municipal Drain setbacks), of the zoning by-law, sets out criteria for the location of uses and buildings adjacent to or within the NE zone. New buildings are required to maintain a 30 metre setback from the limit of a NE zone. However section 6.20c) further states that "interpretation of the limits of the NE zone boundaries is governed by regulations contained in Section 2.6 of the zoning by-law. The location of the 30m setback boundaries shall be adjusted accordingly in the event that the NE zone boundary is re-interpreted.

The Grand River Conservation Authority (GRCA) has reviewed the location of the proposed house and has provided a precise floodplain location or a re-interpretation of the NE limits. The GRCA has further recommended a minimum setback of 5 metres from the Floodplain. As such the draft by-law amends the NE zone to locate it as per the GRCA's mapping and provides provisions to permit a new building(s) at a 5 metre setback from the NE zone.

21. Review of Correspondence received by the Township:
 - Nathan Garland, Resource Planner, GRCA
 - No objection
 - Jackie Hope, Planning Department, Upper Grand District School Board
 - Does not object
22. 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.
23. Mayor opens floor for any questions/comments.

The applicants and their agent were present to answer any questions.

Jeff Buisman, agent for the applicant, stated that the GRCA provided the flood line. The easement will be deferred until a decision has been made regarding the future development of the lands. Access from Frederick Street will be better than an access from Smith Street.

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24. Comments/questions from Council.

Councillor Lennox asked about the easement for a sewer line. Has the access for an easement or right of way been established for future development? Street access will be from Frederick Street, is this the same area where there easement will be located? Councillor Lennox clarified that a portion of the lands is still Natural Environment.

Ms Redmond explained that the applicant has severed the existing dwelling. The application for easement has been deferred by the County pending rezoning.

Mayor Tout inquired if there was only one spot where the house could be located according to the GRCA.

Ms. Redmond explained that a permit would be needed from the GRCA. The zoning would permit the dwelling to be located anywhere on the property.

25. Adjournment 7:35 p.m.

DEPUTY CLERK

MAYOR

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, July 15, 2013

Following Public Meeting 7:37 p.m.

Members Present:

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

Also Present:

Acting CAO/Treasurer: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad
Director of Recreation Parks & Facilities: Barry Lavers

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 15, 2013 Regular Meeting of Council be accepted and passed with a revision to:

BY-LAWS

1. 55-13 *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 22, Concession A, 7595 Highway 6- Fluney)*

and the addition of:

THE CORPORATION OF THE
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C. PASSING AND ACCEPTANCE OF AGENDA (continued)

BY-LAWS

6. 59-13 *Being a by-law to authorize the execution of a Site Plan Agreement (Part Lot 1, Concession 2, geographic Township of West Luther – 1438352 Ontario Inc. – Ivan Armstrong)*

Resolution Number: 1

Carried

D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None.

E. MINUTES

1. Public Meeting – Development Charge, June 14, 2013
2. Public Meeting, June 17, 2013
3. Regular Meeting of Council, June 17, 2013
4. Special Council Meeting, June 26, 2013

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the minutes of the Public Meeting held on June 14, 2013, the Public Meeting and the Regular Meeting of Council held on June 17, 2013 and the Special Council Meeting held on June 26, 2013 be adopted as circulated.

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

None

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

1. Carolyn O'Donnell, Business Retention and Expansion Project Coordinator, County of Wellington
Dale Small, Business Economic Manager, Township of Wellington North
Re: County-wide Business Retention and Expansion Project

Mr. Small explained that similar presentations will be made over the next month to all municipalities in Wellington County. He provided an overview of Wellington North strategy and programs that focus on seven main areas of activity, including downtown revitalization; rural revitalization; land development; professional medical recruitment; workforce development recruitment and attraction; tourism, marketing and promotion; and business retention & expansion. There are three programs underway in regards to a Business Retention & Expansion Program. These programs include the Mayor's Breakfast Series; support of business, Community & Visitor's guide; and the county-wide Business Retention & Expansion Project. Wellington County and all seven municipalities partnered in the delivery of the first Wellington County Economic Development Strategic Plan. The county-wide Business Retention & Expansion Program is one of the four short-term priorities. Through funding from the province the County has been able to recruit Carolyn O'Donnell as the overall B.R. & E. Coordinator.

Ms. O'Donnell provided information about the BR+E project. This tool was created by OMAFRA and has been used in several communities. It involves identifying business sectors, selecting businesses and conducting in-person interviews. The data will then be reviewed to identify actionable recommendations and roles. The County will provide overall coordination; printing, mailing and final report; retreat with industry leaders; thank you package and end of project celebration. Timing of this project is nine months and is hoped to be completed in March. Key sectors to be interviewed are agriculture, manufacturing, health care and creative economy. Other sectors may be identified by municipalities. Community specific questions will be included with each municipality coordinating their interviews. Wellington North plans to communicate the final results and action plans at Showcase Wellington North 2014 in Arthur on March 24th & 25th.

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

1. Carolyn O'Donnell, Business Retention and Expansion Project Coordinator, County of Wellington
Dale Small, Business Economic Manager, Township of Wellington North
Re: County-wide Business Retention and Expansion Project
(continued)

Mayor Tout thanked Mr. Small and Ms. O'Donnell for their presentation and commented that there is great strength with the municipalities working together.

2. Jens Dam, R.R. 1, Moorefield, Ont., N0G 2K0
Re: Refunds and Reductions on Development Charges

Mr. Dam appeared before Council to request information regarding the return of refunds and reductions on development charges he felt were contrary to lawful schedule of development charge under By-law 52-08 as amended before May 28, 2012.

Mayor Tout thanked Mr. Dam for his presentation. He questioned each Councillor regarding pecuniary interest in this matter. The Councillors did not declare a pecuniary interest. Mayor Tout stated that Mr. Dam is making strong allegations. Many things have been going on during the past three years. This Council is changing things and working to clean up what wasn't happening with the assistance of staff members. Council is not ignoring the development charge issue; but, are waiting to ensure it is handled properly.

THE CORPORATION OF THE
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Monday, July 15, 2013

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H. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS

1. Wellington North Fire Service
 - Arthur Station
 - June 2013 Report
 - June 2013 Fire Prevention Officer's Report
 - Mount Forest Station
 - June 2013 Report
 - June 2013 Fire Prevention Officer's Report

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service June 2013 Fire Reports and the June 2013 Fire Prevention Officer's Reports for the Arthur and Mount Forest Fire Stations.

Resolution Number: 3

Carried

2. Director of Recreation Parks & Facilities
 - Report Regarding Recreation Facility Accounts Arrears Policy

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North approve the attached Recreation-Accounts Receivable Policy, as recommended by Barry Lavers, Director Recreation Parks & Facilities.

Resolution Number: 4

Carried

- Correspondence received from Human Resources and Skills Development Canada regarding request for funding for Arthur Community Centre Arena accessibility doors upgrade

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REGULAR MEETING OF COUNCIL

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

3. Economic Development Committee
- Minutes, June 19, 2013

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on June 19, 2013.

Resolution Number: 5

Carried

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North approve and adopt the attached Township of Wellington North Logo Graphic Standards to be implemented through a gradual phase-in process replacing materials as stock is depleted, as recommended by the Economic Development Committee.

Resolution Number: 6

Carried

4. Finance Committee
- Minutes, June 24, 2013

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Finance Committee meeting held on June 24, 2013.

Resolution Number: 7

Carried

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

5. Building/Property Committee
- Minutes, May 22, 2013
 - Minutes, July 10, 2013

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 Building Property Committee meetings held on May 22, 2013 and July 10, 2013.

Resolution Number: 8

Carried

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North award the Mount Forest Archives re-point masonry and replace blocks project to MacEachern Contracting at the quoted amount of \$3,440.00 plus H.S.T., as recommended by the Building/Property Committee.

AND FURTHER THAT this project be funded from the 2013 Operating Budget.

Resolution Number: 9

Carried

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

5. Building/Property Committee (continued)
- Minutes, May 22, 2013
 - Minutes, July 10, 2013

Moved by: Councillor Lennox
Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North award the Mount Forest Archives replace loading dock door and sill project to W. Schwindt & Sons Building Contractors Ltd. at the quoted amount of \$3,450.00 plus H.S.T., as recommended by the Building/Property Committee.

AND FURTHER THAT this project be funded from the 2013 Operating Budget.

Resolution Number: 10

Carried

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North award the former Arthur Municipal Office barrier free ramp project to W. Schwindt & Sons Building Contractors Ltd. at the quoted amount of \$33,000.00 plus H.S.T., as recommended by the Building/Property Committee;

AND FURTHER THAT the additional funds in excess of the \$24,604.00 in the 2013 Capital Budget for this project be funded from the Arthur Archives Addition Reserve Fund.

Resolution Number: 11

Carried

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

5. Building/Property Committee (continued)
- Minutes, May 22, 2013
 - Minutes, July 10, 2013

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the request from the Arthur & District Chamber of Commerce for the installation of a 25 foot flag pole on Township property located at the north east corner of the Junction of Highway 6 and Wellington Road 109.

AND FURTHER THAT the quote from Kennedy Specialty Sewing Limited in the amount of \$1,260.63 plus H.S.T. be accepted;

AND FURTHER THAT funds from the Economic Development Downtown Revitalization Funds be utilized for this project.

Resolution Number: 12

Carried

6. Acting CAO/Treasurer's Reports
- Report TR2013-18
 - Acting Assignment Pay-Policy Number 35

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Acting CAO/Treasurer's Report TR2013-18;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North accept the Acting Assignment Pay-Policy Number 35 as written and direct the Acting CAO/Treasurer to include the said policy in the Township of Wellington North Personnel Policy and Guidelines.

Resolution Number: 13

Carried

/10

024

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

6. Acting CAO/Treasurer's Reports (continued)
- Report TR2013-19
- Road Needs Assessment and Bridge/Culvert Appraisal Proposals

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the Acting CAO/Treasurer's Report TR2013-19;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorize staff to proceed with BM Ross – Option 1 for completion of the Road Needs Assessment and Bridge/Culvert Appraisals as per their proposal of June 26, 2013, at a total cost of \$47,121.00 (including HST);

AND FURTHER THAT funds from the Municipal Infrastructure Investment Initiative and the 2013 Roads Capital Budget (Road Needs Study) be utilized for the project.

Resolution Number: 14

Carried

7. Water/Sewer Services Superintendent Reports
- Arthur WWTP UV System Replacement

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North authorize the purchase of a Trojan 3000B UV System to replace the existing Trojan UV2000 system at the Arthur WWTP at a cost of \$73,000 plus taxes, as per the Sanitary Sewer 2013 Budget, as recommended by Barry Trood, Water/Sewer Services Superintendent.

Resolution Number: 15

Carried

/11

025

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

7. Water/Sewer Services Superintendent Reports (continued)
- Arthur WWTP Roof Replacement

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North authorize the entering into an agreement with North American Roof Management for the provision of project design and management services for the replacement of the roof at the Arthur Wastewater Treatment Plant;

AND FURTHER THAT funds from the Arthur Sewage Reserve Fund be utilized for the project.

Resolution Number: 16

Carried

I. CORRESPONDENCE FOR COUNCIL'S INFORMATION

1. Township of Killaloe, Hagarty and Richards
Re: Request for Support of Resolution Regarding Opposition of the Provincial Government Raising Taxes or Fees to Fund Improved Transit for the GTA and Hamilton
2. Municipality of Morris-Turnberry
Re: - Request for Support of Resolution that the Municipality of Morris-Turnberry is "Not a Willing Host" community for Industrial Wind Turbine Projects
- Support of Resolution from Municipality of Killaloe-Hagarty-Richards Regarding Opposition of the Provincial Government Raising Taxes or Fees to Fund Improved Transit for the GTA

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I. CORRESPONDENCE FOR COUNCIL'S INFORMATION (continued)

3. Township of Warwick
Re: Request for Support of Resolution that the Township of Warwick is "Not a Willing Host" community for Industrial Wind Turbine Projects
4. Town of Minto
Re: Request for Support of Resolution that the Town of Minto is "Not a Willing Host" community for Industrial Wind Turbine Projects
5. Cynthia Baltoumas, 7760 Sideroad 2 East
Re: R.E.S. Wind Turbine Project Wellington North, Southgate

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North defer items 1 – 5 listed as Correspondence for Council's Information until the September 9, 2013 Regular Meeting of Council.

Resolution Number: 17

Carried

Moved by: Councillor Burke

Seconded by: Councillor Lennox

WHEREAS the Premier of Ontario has recently conveyed the Governments desire to limit Industrial Wind Turbine (IWT) projects to communities that are willing hosts;

AND WHEREAS the Council of the Township of Wellington North applauds the position taken by the Premier and the Government;

AND WHEREAS the Township of Wellington North has concerns with the installation and operation of industrial wind turbines in their neighbourhoods and areas where people work, live and play;

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I. CORRESPONDENCE FOR COUNCIL'S INFORMATION (continued)

5. Cynthia Baltoumas, 7760 Sideroad 2 East
Re: R.E.S. Wind Turbine Project Wellington North, Southgate
(continued)

AND WHEREAS the Municipality, accordingly, supports the position taken by the Town of Minto, Township of Centre Wellington, Wellington County and a number of other rural Ontario municipalities that the Province should impose a moratorium on the approval of wind energy projects until clear evidence is provided ruling out health impacts;

THEREFORE Council for the Township of Wellington North has received input from its residents that they are not "Willing Hosts" of IWT in Wellington North;

AND WHEREAS Council represents all citizens within the Municipality, both those in favour of wind projects and those opposed. As a result, Council needs to maintain a fair and balanced viewpoint in passing this motion at the regular meeting of Council on September 9, 2013;

AND FURTHER upon passing of the motion that the Ministry of Environment be advised that Township of Wellington North is not a "Willing Host" for IWT's and that this resolution be circulated to Premier Kathleen Wynne, as well as to the Ministries of Environment, Energy and Rural Affairs for their support.

Resolution Number: 18

Carried

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I. CORRESPONDENCE FOR COUNCIL'S INFORMATION (continued)

6. Arthur Merchant's Fast Ball Association
Re: Darcy's 17th Annual 3-Pitch Tournament; July 26 & 27, 2013

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North declare the Annual Darcy Culp 3-Pitch Tournament, to be held July 26 and 27, 2013, as a community event subject to approval from other agencies.

Resolution Number: 19

Carried

J. BY-LAWS

1. 55-13 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 22, Concession A, 7595 Highway 6- Fluney)

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT By-law Number 55-13 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 22, Concession A, 7595 Highway 6 - Fluney)

Resolution Number: 20

Carried

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J. BY-LAWS (continued)

2. 56-13 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (North half Lot 10, Concession 14, 8405 Highway 89 – Eccles)

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT By-law Number 56-13 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. (North Half Lot 10, Concession 14, 8405 Highway 89 – Eccles)

Resolution Number: 21

Carried

3. 57-13 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 22, Concession 7, 8780 Concession 7– R & R Mitchell Farms Ltd.)

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT By-law Number 57-13 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 22, Concession 7, 8780 Concession 7 – R. & R. Mitchell Farms Ltd.)

Resolution Number: 22

Carried

THE CORPORATION OF THE
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J. BY-LAWS (continued)

4. 58-13 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Park Lot 2, 178 Frederick Street West, Arthur – Baratto)

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT By-law Number 58-13 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. (Park Lot 2, 178 Frederick Street West, Arthur – Baratto)

Resolution Number: 23

Carried

5. 59-13 Being a by-law to authorize the execution of a Site Plan Agreement (Part Lot 1, Concession 2, geographic Township of West Luther – 1438352 Ontario Inc. – Ivan Armstrong)

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT By-law Number 59-13 being a by-law to authorize the execution of a Site Plan Agreement be read a First, Second and Third time and finally passed. (Part Lot 1, Concession 2, geographic Township of West Luther – 1438352 Ontario Inc. – Ivan Armstrong)

Resolution Number: 24

Carried

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J. BY-LAWS (continued)

6. Resolution to repeal By-law Number 79-06.

Moved by: Councillor Burke

Seconded by: Councillor Goetz

WHEREAS the Council of the Corporation of the Township of Wellington North adopted By-law Number 45-13 on 3rd day of June, 2013 appointing Michael Givens as the Acting Chief Administrative Officer effective Tuesday, June 4, 2013.

NOW THEREFORE the Council of the Corporation of the Township of Wellington North hereby repeals By-law Number 79-06, being a by-law to appoint a Chief Administrative Officer/Clerk for the Corporation of the Township of Wellington North, in its entirety, effective July 15, 2013.

Resolution Number: 25

Carried

K. OTHER/NEW BUSINESS

None

L. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated July 10, 2013

Grand River Conservation Authority

- Minutes, General Membership Meeting, May 24, 2013
- Newsletter, Grand Actions, May/June 2013 – Volume 17, Number 3
- Water Management Plan

Maitland Valley Conservation Authority

- Minutes, Board of Directors Meeting #5/13, May 15, 2013

Drinking Water Source Protection – Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region

- Bulletin – Profile, July 2013

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L. ITEMS FOR COUNCIL'S INFORMATION (continued)

Canadian Safety Reporter

- June 2013 Issue

Ministry of Infrastructure

- 2013 Office Consolidation of the Growth Plan for the Greater Golden Horseshoe, 2006

Communities in Bloom

- National Symposium on Parks & Grounds Program

AMO Breaking News

- Herbicide 2,4,5-T and Municipal Employees
- Policing Update

M. CULTURAL MOMENT

MOUNT FOREST FIREWORKS FESTIVAL

Deeply embedded in Wellington North's local culture is the Mount Forest Fireworks Festival – a community wide, 3-day event, that has become a signature event of the area for the past 13 years; Not only to Wellington North, but provincially as well. Always the third weekend in July, many make their way to the area, either by visiting friends and family, travelling in on their RV's, or spending the weekend at a nearby campground – so much so, that the festival has been garnered as a Top 100 Festival for six consecutive years through Festival & Events Ontario organization.

Over the years, the festival's enticement builds as more attractions are added and the crowds grow. Today, the Mount Forest Fireworks Festival features amusements all weekend long, entertainment, music and an array of tastes. You can visibly view the local culture, as many community groups, volunteer residents and business sponsors, each add their own elements to the weekend long celebrations.

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M. CULTURAL MOMENT (continued)

Since the festival's inception, it has played host to one of the largest Classic Car Shows in Canada. The traditional small town Main Street is closed off to drivers and is open to pedestrians, as thousands fill the artery and view over 500 classic cars lining the drag. The sky's are ignited with sparkling colours and the sounds of 'crackles', 'booms' and 'awes' as a spectacular fireworks display fills the overhead sky on Saturday evening.

There's always great entertainment and attractions that includes a bit of everything for all ages, which makes this festival, well – spectacular!

N. NOTICE OF MOTION

None.

O. ANNOUNCEMENTS

Councillor Lennox reminded Council that there will be a Finance and Administration Committee meeting on Monday, July 22 at 5:00 p.m.

Mayor Tout commented that he attended the Mayor's Parade at the Holstein Rodeo held during the past weekend. Mayor Tout reminded everyone that the annual Fireworks Festival will be held July 19 to 21.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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P. CLOSED MEETING SESSION

1. "Legal" matter

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT Council go into a meeting at 9:07 p.m. that is closed to the public under subsections 239 (2) (f) of the Municipal Act, 2001

- *to consider advice that is subject to solicitor-client privilege, including communications necessary for that purpose.*

Resolution Number: 26

Carried

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 9:40 p.m.

Resolution Number: 27

Carried

Q. CONFIRMING BY-LAW

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT By-law Number 60-13 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 15, 2013 be read a First, Second and Third time and finally passed.

Resolution Number: 28

Carried

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REGULAR MEETING OF COUNCIL

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R. ADJOURNMENT

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Regular Council meeting of July 15, 2013 be adjourned at 9:43 p.m.

Resolution Number: 29

Carried

DEPUTY CLERK

MAYOR

COPY

July 31 2013

To Council

I am writing in regards to appear before Council as a delegation at the Aug 12 2013 Council Meeting.

This is in regards to the West Luther Municipal drain G3A

It is my opinion that the final assessment for this drainage works is not correct

The benefits to W $\frac{1}{2}$ lot 11 Con 10, Roll # 15-196, include benefits for an environmental assessment and administration cost due mostly to Township costs at the Referee Hearing in the amount of \$5294.17

These costs are of benefit to One person and that person is not me.

Thankyou

Gord Trask

Gord Trask

Owner of lot W $\frac{1}{2}$ 11 Con 10

Roll # 15-196

519-848-6620



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



7490 Sideroad 7 West, PO Box 125, Kenilworth, Ontario NOG 2E0

ARTHUR FIRE STATION REPORT JULY 2013

The Arthur Fire Department responded to nine calls for assistance during the month of July 2013.

West Garafraxa	- 1 Tractor Fire
Arthur Village	- 1 Alarm Activation - 1 MVC
Arthur Township	- 1 Control Burn with Burn Permit - 1 Ambulance Assist
Mapleton Township	- 1 Ambulance Assist
West Luther	- 1 MVC - 1 Hydro Lines Arcing
Grand Valley	- 1 Mutual Aid Tanker Required

There were five practices held during the month of July. On July 3rd, Practice # 34, eighteen members attended; on July 10th, Practice # 35, fifteen members attended; on July 17th, Practice # 36, twelve members attended; on July 24th, Practice # 37, fifteen members attended and on July 31st, Practice # 38, fourteen members attended.

On July 2nd four fire fighters attended the Wellington County Mutual Aid Meeting in Hillsburgh.

On July 16th the Arthur Fire Station hosted the Supervisors Occupational Health and Safety Certification Course. Three Arthur fire fighters attended the one day course with other fire fighters from the Wellington North Fire Service Mount Forest Fire Station.

Training Officer Don Irvine has provided the Arthur Fire Station with driver training for the new tanker truck during the month of July.

The total number of Burn Permits issued by the Township for the Arthur Fire area in the month of July was thirteen. Two permits for Mapleton were issued by Mapleton for the area covered by the Arthur Fire Station for a combined total of fifteen permits issued.

Submitted by:
Arthur Station Chief Jim Morrison
CMM III Fire Service Professional

**Fire Prevention Report
Wellington North Fire Service**

**Jul-13
Arthur Station**

Evac. Procedures	0
Telephone Calls	23
Business/Personal Service	5
Residential	1
Assembly Occ.	1
Misc.	9
Industrial	1
Meetings	0
Complaints	0
Mercantile	1
Letter/Reports	4
Institutional	0
Burn Permits/info	0
New Construction/Plan Review	0
Occupancy Permits	0
FE Ext. Training/Talks	1
Emerg. Planning	0
Inspection Follow Up	2
Pub. Ed. Lectures/Tours	0
Pre Incident Planning	0
Fire Safety Plan Review	0
Administration	4
Court/Documents/Serving	0
Training (OFC/Local)	1

Notes:

**Away from my desk a few days this month.
Holidays and Training at OFC**



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



7490 Sideroad 7 West, PO Box 125, Kenilworth, Ontario N0G 2E0

MOUNT FOREST FIRE STATION REPORT JULY 2013

The Mount Forest Fire Station responded to seventeen calls for assistance during the month of July 2013

- | | |
|----------------------|--|
| 10 in Mount Forest | - 1 Car Fire (3 cars)
- 1 Arcing Hydro Wire
- 1 Kitchen Fire
- 1 Ambulance Assist
- 6 False Alarms (2 set off by workers; 1 pull station pulled; 3 alarm problems) |
| 1 in West Luther | - Brush Pile |
| 3 in Southgate | - 1 False Alarm
- 1 Grain Bin Smoking
- 1 Garbage Fire Close to Barn |
| 3 in Arthur Township | - 3 MVC's (2 vehicles at Con 11 & Sideroad 7;
2 vehicles at 9851 Highway 6; 1 vehicle at 7023 Sideroad 3 West) |

There were two meeting/practice sessions held during the month of July 2013. On July 8, 2013 seventeen members were present and on July 22, 2013 eighteen members were present.

On July 2, 2013 four members from the Mount Forest Fire Station attended the Wellington County Mutual Aid in Hillsburgh. There was no Grey County Mutual Aid in July.

Three fire fighters from Mount Forest Fire Station attended the Supervisors Occupational Health and Safety Certification Course at the Arthur Fire Hall on July 16, 2013.

On July 20, 2013 the Mount Forest Station took part in the Mount Forest Fireworks Festival and attended the fireworks display.

Respectfully Submitted,
Ron MacEachern
Mount Forest Station Chief

**Fire Prevention Report
Wellington North Fire Services**

**Jul-13
Mount Forest Station**

Evac. Procedures	1
Telephone Calls	29
Business/Personal Service	13
Residential	3
Assembly Occ.	2
Misc.	14
Industrial	2
Meetings	5
Complaints	1
Mercantile	2
Letter/Reports	9
Institutional	1
Burn Permits	2
New Construction/Plan Review	1
Occupancy Permits	0
FE Ext. Training/Talks	0
Emerg. Planning	0
Inspection Follow Up	4
Pub. Ed. Lectures/Tours/House	3
Pre Incident Planning	0
Fire Safety Plan Review	2
Administration	7
Court/Documents/Serving	0
Training (OFC/Local)	2
Investigations	2

Notes:

TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES

Wednesday, July 17, 2013 – 4:30 pm

Members Present: Councillor Andy Lennox
Councillor Mark Goetz
Stephen Dineen
Jim Taylor
Dale Small; Business Economic Manager
April Marshall; Tourism, Marketing & Promotion Manager

Councillor Sherry Burke
Councillor Dan Yake
Shawn McLeod
Al Rawlins

Also Present: Mike Givens, Acting CAO & Treasurer
Michelle Stone, Administrative Support

Absent: Mayor Ray Tout, Chair
Tim Boggs
Gerald (Shep) Shepetunko

Meeting was called to order at 4:35 pm

1. DECLARATIONS OF PECUNIARY INTEREST:

- None reported.

2. APPROVAL OF MINUTES:

Moved by: Sherry Burke
Seconded by: Shawn McLeod

THAT THE Minutes from the June 19, 2013 Economic Development Committee meeting be accepted.

Carried

3. WIND ENERGY DISCUSSION:

- Jim Taylor gave the Committee an overview of activities in Wellington North since 2008 and work completed in relation to this subject. In 2008 Jim Taylor and Al Rawlins were part of a “wind energy” committee and a County Amendment No. 62 was created and approved in 2008
- Dale Small gave the Committee the replies to three questions generated from RES Canada’s presentation to the Economic Development Committee on June 19th:
 - Is RES a developer, builder or owner? They will do all three, but have done projects where RES only builds but does not own. This project would be all three.
 - Fire service protocols – In the majority of situations the focus is on containment with no aerial operations. Fire Service protocols from Chatham-Kent have been received.
 - Landowner Map - A more detailed map was received and shared with the committee. Of the 43 landowners under contract at this time, a little over 50% live on the property
- Going forward Dale, Jim and Al Rawlins will work together to deliver the request council made for a detailed presentation and discussion at their September 9th council meeting.

4. TOURISM, MARKETING & PROMOTION MANAGER UPDATE:

Municipal Cultural Plan– Currently in the final phase of the project timeline. The presentation of findings is slated for September/October.

Rural Creative Economies Summit- This event is hosted by the Town of Minto and will be held at Pike Lake on October 22nd to 24th, 2013.

Taste Real – The 4th Annual Taste Real Field Dinner will be held on Sunday, September 22nd at Nassagaweya the Retreat and will feature Celebrity Guest Host, Chef Lynn Crawford. Recipients of the fundraising efforts are: The Seed Community Food Hub Committee and the Farm to Fork project. A portion of proceeds will also be going to support Taste Real's programs and development.

Grand River Country – Have decided to change their mandate, and will now be focusing on product development along the Grand River, being led by RTO's 1, 3 & 4. The Luther Marsh is not a promoted park through the Grand River Conservation Authority. Given the new direction and status of Luther Marsh with the GRCA, Wellington North does not fit into their profile at this time. They are aware that we would be open to future inclusion should they include marketing activities within the watershed to their plans.

BTT Trademark Infringement - This has garnered much attention and generated extensive coverage with National Media outlets, raising Wellington North's The Butter Tart Trail status. OCTA (Ontario Culinary Tourism Alliance) is facilitating an alliance between leading butter tart promoters in Ontario, which includes The Butter Tart Trail, Kawarthas Northumberland Butter Tart Tour, Midland BIA's Butter Tart Festival, and Tartistry in Etobicoke, for a sweet collaboration. The conference call is set for tomorrow with all involved parties.

Farmers Markets – There will be Farmers Markets this year in conjunction with the Fall Fairs and there are vendors ready to participate. Future plans include establishing a regular (weekly) Wellington North Farmers' Market in 2014.

Art in Street/Arthur 'Most Patriotic' Business and Residence Contest - There was good participation from both residents and businesses. The "Most Patriotic" Business was Walsh's Pharmacy and the "Most Patriotic" Business Runner-up was the The Plumber's Wife. For the "Most Patriotic" Residents, it was a tie for first place between Faye Craig & Michelle Leies/John Green. Special thanks to the Judges and businesses that contributed to the prizing.

5. BUSINESS ECONOMIC MANAGER UPDATE:

Solar Energy – The Township has been approached by a Solar Energy Company with a proposal to lease a portion of Municipal lands or rooftop space. The developer would take responsibility for development, permitting, installations and commercial operation and would pay Wellington North a portion of the Projects revenue over 20 years. After some discussion it was agreed that Dale will do further analysis, including proposals from two or three firms, and bring back a report to the Committee.

Mayors Breakfasts – The next Mayor's Breakfast is tentatively scheduled for September 19th in Arthur focusing on the Arthur Retail Sector. The date needs to be confirmed with Mayor Tout who may have a conflict with a Wellington North Power event. The November Mayor's Breakfast will be in Mount Forest and focus on the Mount Forest Retail Sector.

Saugeen Community Radio Station - CRTC hearing held on June 26th and as far as we know our license was approved and should be received by September 26th. We are now working on tower and have met with Infrastructure Ontario and we are currently preparing a response to their Opinion of Value. Target date to go on air is September 2014.

Business Retention & Expansion Program – Carolyn O’Donnell, Business Retention and Expansion Project Coordinator, County of Wellington attended the Wellington North Council Meeting on July 15th and along with Dale made a presentation to Council on this program. Focus is on four sectors and Al Rawlins and Dale will do the majority of business interviews.

6. ANNOUNCEMENTS:

July 19 th – July 21 st	Mount Forest Fireworks Festival
Aug 17 th – Aug. 18 th	Arthur Ford & Mercury Truck Nationals
Aug 31 st – Sept 2 nd	Mount Forest 154 th Annual Fall Fair
Sept 5 th – Sept 8 th	Arthur 157 th Annual Fall Fair

7. ROUND TABLE:

- Shawn McLeod, on behalf of the Chamber of Commerce, inquired about the Christmas Tree at the Mount Royal and making it a joint project so they can have access to a bucket truck to help install the lights. It was suggested the Chamber contact Judy Rosebrugh at Wellington North Power.
- Mount Forest Chamber AGM – Tuesday, September 17th at the Legion in Mount Forest
- Al Rawlins asked for an update on the Community Improvement Plan in terms of funding that is available and next steps to promote the Program.
- Dale Small announced that there would be a new Flag Pole and Canadian Flag installed at the intersection of Highway 6 and 109 in Arthur as part of the First Impressions Community Exchange Program.

8. NEXT MEETING DATE:

Wednesday, September 18, 2013

9. ADJOURNMENT:

Motion by: Dan Yake

THAT the Meeting be adjourned at 5:55 pm

Carried



Township of Wellington North

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

Business Economic Manager Report

TO: Mayor and Members of Council

FROM: Dale Small, Business Economic Manager

Date: August 8th, 2013

RE: Public Art Grant Application: Community Improvement Program

BACKGROUND

The council of the Township of Wellington North approved our Community Improvement Plan on May 7th, 2012 and since that time the Economic Development Committee has been actively promoting the program and encouraging applications from Community Groups, Building Owners and Business Owners.

To date seven applications have been submitted and recommended by the Community Improvement Program Review Panel for funding and all have been approved by council. The total dollar value of the overall improvements from these seven applications totals \$52,398 of which 33%, (\$17,725) has come from the Community Improvement Program and the remaining 67%, (\$35,184) from the applicants. These improvements, once all have been completed, will have a noticeable positive impact on the Main Streets of Arthur & Mount Forest.

On August 1st, 2013 an application was received under the **Public Arts Grant Program** to place a mural on the north wall of the Crawford Funeral Home at 243 George Street in Arthur. The application was signed by the Business Owner who is also the Building owner.

The proposed mural will consist of a 10' x 12' Canadian Flag and some text and ties into the theme of Canada's Most Patriotic Village. The design and art work for the mural will be completed by the same local artist, Cliff Smith, who has expertly completed similar murals in Arthur.

The process to approve Community Improvement Program applications is as follows:

1. **Community Improvement Plan Review Panel** reviews all applications and makes recommendation to the Economic Development Committee/Business Economic Manager.



Township of Wellington North

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

2. **Business Economic Manager/Economic Development Committee** obtains the Review Panels findings and forwards a motion/report to council to approve or decline the application.
3. **Wellington North Council** will provide final decision.

The Community Improvement Plan Review Panel of April Marshall, Darren Jones and Dale Small met on August 2nd and then again on August 6th and completed the Public Art Grant Application Decision Matrix. A copy of the decision matrix as well as the completed application form is included in this report.

The application has been found to be eligible for funding and based on the analysis of the Community Improvement Plan Review Panel is being recommended for approval. As the next Economic Development Committee meeting is not until September we did not want to delay the decision process until then as this would not allow enough time for the Mural to be completed this year. As a result this report is coming to council from the Business Economic Manager on behalf of the review panel.

RECOMMENDATION

That the Business Economic Manager report dated August 8th, 2013 with regards to the Public Art Grant Application – Community Improvement Program is received;

AND FURTHER THAT the Council of the Township of Wellington North approve a one-time grant up to \$2,400 under the Public Arts Grant Program for the completion of a mural on the north wall of 243 George Street in Arthur.

COMMUNITY IMPROVEMENT PLAN : PUBLIC ART GRANT APPLICATION DECISION MATRIX

Applicant: **Bill Crawford, Crawford Funeral Home, Arthur**

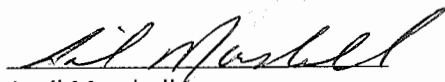
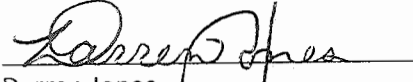

Date Received: **August 1st, 2013**

Application #:

P.A.G. # **3**

Amount: **\$2,400.00**

Date of Community Improvement Plan Review Panel Meeting: **August 2nd & 6th, 2013**

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		
2	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		
3	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of proposal • Detailed drawing of the proposed Art • Minimum of two quotes obtained 	X X	X	The applicant attempted a number of times to obtain an estimate from another source however was unable to. The estimate received is from the artist who has completed all the other murals in the Town of Arthur.
4	Are property taxes and any other Municipal Accounts receivable up to date	X		
5	Eligible costs associated with the Public Arts Projects are as follows. Indicate which ones are included: <ul style="list-style-type: none"> • Application fees • Preparation of building/area to receive art installation • Service/product fabrication of art work • Installation charges of proposed art work 	X X X	X	
6	What percentage of the overall costs is being requested from the Public Arts Grant Program. If the overall project costs exceed the grant application how are the remaining costs being covered?			100 % Yes <u>XX</u> No _____ Other % _____ Explanation: Any costs over and above the requested amount of \$2,400 will be covered by the applicant
7	Will the goods and services to complete the Art work be performed by local businesses/suppliers.	X		
8	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		
9	Other comments from the Review Panel	Although only one quote was obtained the artist is very well known and has performed similar work in Arthur. (Canada's Most Patriotic Village & Jones Baseline Murals)		
Recommendation	That the Economic Development Committee support this application and make a motion for council approval: Yes XX No _____			
	 April Marshall	 Darren Jones	 Dale Small	



Township of Wellington North
 7490 Sideroad 7 West,
 Kenilworth, ON N0G 2E0
 Phone: 519-848-3620
 www.wellington-north.com

Public Art Grant Application Form

The purpose of this program is to encourage the inclusion of art programming such as mural work, sidewalk art, commemoration, custom site amenities, etc in the Community Improvement Areas of Arthur and Mount Forest. Grant assistance is provided in the form of a one-time grant for the cost of the art-related work. This program will allow for a grant up to _____ value for works. Please review the specific grant program term and conditions found in the Community Improvement Plan and contact the Business Economic Manager for current limits.

Application Number (assigned by staff):	P. A. G. #3
Date Application Received:	AUGUST 1 / 2013

PROPERTY INFORMATION			
Municipal Address	Street Num: 243	Street Name: GEORGE ST.	Unit Num: LOWER LEVEL
Commercial Name (if applicable)	CRAWFORD FUNERAL HOME INC		
Registered Plan Number:	Registered Plan Lot/Block No. 2349-0000-1113		

OWNER and APPLICANT INFORMATION			
Property Owner Information (check one)		Person(s)	Company
Registered Land Owner:	Surname:	First name:	
Name:	(if Company) J.L. MILLER PROPERTIES INC	Company Officer WILLIAM J. CRAWFORD	
Address:	Street No. 243	Street Name: GEORGE ST.	Unit Num: LOWER LEVEL
Municipality: ARTHUR	Province: ON.	Postal Code: N0G1A0	
Telephone:	No: (519) 848-6872	Fax: (519) 848-6873	Email: CRAWFORD@FIT@EASLINK.CA
Applicant Information (if different than Owner):			
Application Contact:	Surname: CRAWFORD	First name: WILLIAM J.	
Name:	(if Company) CRAWFORD FUNERAL HOME INC	Company Officer WILLIAM J. CRAWFORD	
Address:	Street No. 243	Street Name: GEORGE ST	Unit Num: LOWER LEVEL
Municipality: ARTHUR	Province: ON.	Postal Code: N0G1A0	
Telephone:	No: (519) 848-6872	Fax: (519) 848-6873	Email: CRAWFORD@FIT@EASLINK.CA

I hereby make the above application for a **Public Art Grant**, declaring all the information contained herein is true and correct, and acknowledging the Township of Wellington North process the application based on the information provided.

Signature:	Title: OWNER
Printed Name of Signatory: WILLIAM J. CRAWFORD	Date: 31/07/13

The personal information on this form is collected under the legal authority of the Planning Act, Section 2. The personal information will be used for determining your eligibility for a grant/loan. If you have any questions about the collection, please contact the Clerk-Administrator at 519-848-3620 ext. 32.

DESCRIPTION OF IMPROVEMENTS

- Please provide a detailed, written description of the proposed improvements. Attach one (1) copy of a prepared sketch showing the proposed improvements.

CANADIAN FLAG ON NORTH SIDE OF BUILDING,
WITH THE SLOGAN "TRUTH NORTH... STRONG AND FREE"
BELOW IT.

PHOTOGRAPHS

- Please attach a photograph of the project site and proposed public art.

PHOTOGRAPHS ATTACHED
WITH ESTIMATE.

CLIFF

PHOTOGRAPHIC

Telephone: 519-323-3493

Website: www.cliffphotographic.com



Flag painting Estimate for Crawford Funeral Home July 30/2013

**Estimate for 10 ft ht X 12 ft w painting of Canadian flag and text.
Includes priming, painting and one coat clear.**

Total is \$2,400.00

Estimate is good for 30 days.



Township of Wellington North

Administration/Finance Committee Meeting

Monday, July 22, 2013

5:00 P.M.

Minutes

Present: Andy Lennox, Chairman
Ray Tout, Mayor
Dan Yake, Councillor
Mark Goetz, Councillor
Sherry Burke, Councillor
Mike Givens, Acting CAO/Treasurer
Mary Jo Marshall, Deputy Treasurer
Cathy More, Deputy Clerk

Also Present: Judy Rosebrugh, President/CEO Wellington North Power
Matthew Aston, Manager of Operations, Wellington North Power
Richard Bucknall, Regulatory Compliance Analyst, Wellington North Power
Members of the Board of Directors – Wellington North Power
Pieter de Josselin de Jong, Alan Rawlins, Gerald Shepetunko, David Comissiong

Moved By: Dan Yake
Seconded By: Mark Goetz

THAT the Agenda for the July 22, 2013 Administration/Finance Committee meeting be accepted and passed.

Carried.

- 1. Declaration of Pecuniary Interest**
None declared.
- 2. Delegation**
Wellington North Power
 - 1. Wellington North Power Inc. – Business Model and Financial Practices**
 - 2. Conservation Planning – Township of Wellington North**

The purpose of the presentation was to answer a question raised at the recent Shareholders Meeting - "Does Wellington North Power attempt to maximize its profitability" and also initiate discussion to arrive at agreed upon financial goals for the Company.

The overall objective of the company is to "Manage a safe and reliable distribution system in an efficient and cost effective manner", with the Financial objective being "to continue to increase shareholder value as measured by; profit/loss, shareholder equity, return on assets, return on equity and capital addition.

Chairman Lennox questioned not only the financials but the intangibles not showing on the statements.

The cost of distribution and rates for WNP is lower than Hydro One so this should be a drawing point for Economic Development. This is something that could be promoted by the Township moving forward.

WNP negotiates the rate structure with the Ontario Energy Board every 5 years. The process is aimed at keeping the customer rates low, ensuring cost effectiveness and allowing a Market Rate of Return on assets. The current maximum rate is 9% and is based on energy sales forecast.

As a regulated company, there are only certain business opportunities WNP is allowed to undertake - Embedded Generation solar, Wind, Water, Bio-fuel, Water and Sewer Maintenance and Conservation and Demand Management.

The Township and WNP currently partner in many activities – tree trimming, sharing the cost of the communication tower, Health and Safety meetings and streetlight maintenance.

A second presentation on Energy Conservation Planning Requirements was given. Under Ontario Regulation 397-11 the Township had to file by July 1, 2013, all facility locations and energy consumption and greenhouse gas emissions for 2011. WNP assisted with gathering this information. An Energy Audit of all Township facilities serviced by WNP has been prepared by the Roving Energy Manager for this area at no cost and WNP has forwarded a copy to the Township. By July 1, 2014 a detailed 5 year Energy Conservation and Demand Management Plan is required. WNP would like to propose a committee comprised of Councillors, municipal staff and WNP employees to implement the findings in the Energy Audit Report and create the required Detail Plan.

3. New Municipal Infrastructure Program

Letter from the Minister of Rural Affairs and Minister of Infrastructure and Transportation.

Introducing a new \$100 million program to help small, rural and northern municipalities address roads, bridges and other infrastructure and they are looking for input from municipalities regarding the program's design. Staff and Council are invited to attend a consultation session. Discussion included basing it on population or the same approach as the Gas Tax.

4. Committee Structure Proposal

Nigel Bellchamber

A copy of the proposal had been presented to committee members. Are the committee in agreement with the proposal and that it should be in place prior to the hiring of a new CAO, at a cost of approximately \$5,000.00 plus tax. Mr. Bellchamber indicated it could be completed by the end of August, 2013.

Moved By: Sherry Burke
Seconded By: Dan Yake

That the Administration/Finance Committee recommend that Council accept the proposal from Nigel Bellchamber as presented.

Carried.

5. Other Business

Waterloo Street Project – Public Open House July 30 (6:30 to 8:00 p.m.) MF Sportsplex

Invitations have been sent out and members of council are invited to attend. The contractor will also be at the meeting.

Tucker Street Full Paving
TR2013-21

The contract was awarded to replace the watermain on Tucker Street (Adelaide to Frederick) to Moorefield Excavating. As asphalt tenders for 2013 came in below the total in the budget, staff are looking for approval to request Moorefield Excavating to repave the entire section of Tucker Street as opposed to only the section disturbed by the watermain replacement at an estimated cost of \$70,084.00 plus HST.

Moved By: Ray Tout
Seconded By: Mark Goetz

That Report TR2013-21 with regard to the Tucker Street full Paving is received;
AND FURTHER THAT the Finance Committee recommend to Council that they accept the Contemplated Change Order from Moorefield Excavating for the repaving of the entire section of Tucker Street;
AND FURTHER THAT the additional cost associated with the repaving of \$70,084.00 plus HST be funded from the 2013 Roads Capital Budget.

Carried.

6. Closed Session

Labour Relations (2 Items)

Moved By: Sherry Burke
Seconded By: Mark Goetz

That the Administration/Finance Committee go into a meeting at 6:44 p.m. that is closed to the public under subsection 239(2)(d) of the Municipal Act, 2001

- To address a matter pertaining to labour relations or employee negotiations.

Carried.

Moved By: Ray Tout
Seconded By: Sherry Burke

That the Administration/Finance Committee rise from a closed meeting session at 7:50 p.m.

Carried.

7. Next Meeting Date

August 26, 2013 at 5:00p.m.

8. Adjournment

Moved By: Sherry Burke
Seconded By: Mark Goetz

That the Administration/Finance Committee meeting of July 22, 2013 be adjourned at 8:15 p.m.

Carried.



Township of Wellington North

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

From: Barry Trood, Superintendant, Water/Wastewater Services

Date: July 18, 2013

That the Council of the Corporation of the Township of Wellington North adopt the report prepared by Triton Engineering Limited regarding the 2013 Reserve Capacity Calculations for the Mount Forest Waste Water Treatment Plant.



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
e-mail: info@tritoneng.on.ca

RECEIVED

JUL 10 2013

TWP OF WELLINGTON NORTH

ORANGEVILLE • FERGUS • GRAVENHURST

July 4, 2013

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

Attention: Barry Trood
Water and Sewer Superintendent

RE: 2013 RESERVE CAPACITY CALCULATIONS
MT. FOREST WASTEWATER TREATMENT PLANT
OUR FILE: A5510 (13) R03

Dear Sir:

We have undertaken a review of the reserve capacity for the Mount Forest Wastewater Treatment Plant (WWTP) for 2013 in accordance with the requirements outlined in the MOE Guidelines. The current Average Day Flow (ADF) is based on recorded flows at the plant for a three year period (2010, 2011, and 2012) as provided by the Ontario Clean Water Agency (OCWA).

The reserve capacity calculations indicate a minor decrease in the three year ADF from 2,113 m³/day to 2,110 m³/day. Calculations provided in Table 1 (attached) indicate the uncommitted reserve capacity has increased from 591 to 610 equivalent residential units.

Registered/Unbuilt development figures provided in Table 2 (attached) have been adjusted to include Building Permits issued in 2012 as provided by the Chief Building Official. Forty (40) additional units were connected to the collection system in 2012.

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to the Ministry of Environment's Guelph District Office. We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Christine M. Furlong, P. Eng.

Encl.

cc: Mark Van Patter, County of Wellington, Planning Department
Darren Jones, Township of Wellington North, Building Department
Gil Deverell, Grant, Deverell, Lemaich and Barclay



TABLE 1

A5510(13)R 03

MOUNT FOREST - WWTP 2013 RESERVE CAPACITY	
DESCRIPTION	2013
1. Design capacity of WWTP	2818 m ³ /day
2. Average day flow *	2110 m ³ /day
3. Reserve capacity (1) - (2)	708
4. Population served **	4853
5. Serviced households ***	2019
6. Average daily per capita flow (m ³ /d) (2) ÷ (4)	0.435
7. Additional population that can be served (3) ÷ (6)	1628
8. Persons per equivalent residential unit (4) ÷ (5)	2.40
9. Additional equivalent residential units that can be served (7) ÷ (8)	678
10. Committed Development (Table 2)	68
11. Uncommitted Reserve Capacity (9) - (10)	610
* Average of 2010 (1858 m ³ /d), 2011 (2363 m ³ /d) and 2012 (2109 m ³ /d)	
** Estimated Population using 2011 Census + (units built in 2012 x 2.40)	
*** Estimated Residential sewage connections (40 units added in 2012)	

TABLE 2

A5510(13) R03

<p style="text-align: center;">MOUNT FOREST</p> <p style="text-align: center;">SUMMARY OF COMMITTED DEVELOPMENT - 2013</p>		
REGISTERED/UNBUILT	UNITS	TOTAL
Church St. (Plan 419)	3	
Bye - Wendy Lane (Plan 832)	1	
SUB-TOTAL		4
DRAFT PLAN APPROVED OR COMMITTED BY RESOLUTION	UNITS	
Reeves - Albert Street Estates	33	
SUB-TOTAL		33
MULTI-UNIT DEVELOPMENT	UNITS	
Saugeen Retirement Home	2	
Bye Condo Development	24	
SUB-TOTAL		26
INFILL LOTS	5	
SUB-TOTAL		5
TOTAL COMMITTED UNITS		68



Township of Wellington North

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

Report

TO: Cathy More-Deputy Clerk

FROM: Dale Clark, Road Superintendent

DATE: July 15, 2013

RE: Sideroad #7W & Concession #11 Intersection

A letter has been received from Laura Magic who resides on Concession #11 in the former Arthur Township. The letter states that the intersection of Sideroad #7W and Concession #11 is dangerous and has been known for many accidents. She is requesting that the stop signs be enlarged and that a flashing light be installed. A quote has been received for the purchase of solar powered flashing lights on each stop sign for a cost of \$4500/each.

Recommendation from the Road Superintendent is to increase the size of the "Stop" signs at the intersection and to raise the "Stop ahead" signs at each intersection to make them more visible. This signage work has already been completed.

Respectfully submitted,

Dale Clark
Road Superintendent

July 12, 2013

North Wellington Township Council

Hello,

I am writing in regards to the dangerous intersection at Side Road No 7 and Concession 11 of North Wellington Township. I have lived here for 21 years and the intersection is historically known for vehicles running the stop signs coming from the East and West on Side Road 7. Numerous serious accidents have occurred as a result of people running the stop sign on Side Road 7.

On July 1, 2013 my friend Connie Schlauch was driving south bound at below the speed limit and got T boned by a Truck that did not even slow down at the stop sign headed West. The truck did not slow down at all, hit her, destroyed her car and rolled. The driver was sent to the hospital and Connie is bruised and battered and not able to do her normal routines for almost a month.

A couple years back the man who was renting the house at 9030 Concession 11 was T boned at the same intersection. Knowing 2 people is 2 too many.

As a long term resident I ask that something be done at that intersection to help prevent further accidents. The STOP sign needs to be larger and a flashing light would be optimal. I do not want anyone to be the next victim of the intersection.

School buses, numerous police and locals use Concession 11 and the intersection at Side Road 7 is small deadly stop sign and needs councils attention please.

I ask council to consider upgrading this intersections visibility immediately.

Sincerely,



Laura Majic

9029 Concession 11, 519-323-3994

*Thank you
for your
on this
consideration
matter*



Township of Wellington North

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

ACTING CAO/TREASURER'S REPORT TR2013-22

TO: Council

FROM: Mike Givens, Acting CAO/Treasurer

DATE: August 12, 2013

RE: Appointment of the Director of Public Works

Background:

Council in co-operation with the CAO as per the Township's Hiring Procedure started an elaborate recruitment process for a Director of Public Works position in January 2013.

The position was advertised locally and with the Ontario Good Roads Association (OGRA). Several applications were received and a thorough interview process was undertaken with the most qualified candidates by the selection committee. The selection committee was comprised of Mayor Tout, Councillor Lennox, Councillor Yake, Councillor Burke and the Acting CAO/Treasurer.

After the interview process it was agreed unanimously to offer the position to Debbie Zehr. Debbie has many years of municipal experience. Debbie has a background that includes project management, budgeting, policy writing and compliance. Debbie holds a degree from the University of Waterloo in Environment and Resource Studies with a Business option and a diploma in Environmental Engineering Waste Management Technician. In addition, Debbie currently has the Ministry of the Environment (MOE) operating licenses for WWT I, WWC II, OIT in WDS I, WT I and has successfully completed the T.J. Mahony Roads Construction course.

Negotiations have been completed by the Acting CAO/Treasurer. Ms. Zehr has agreed to begin employment with the municipality effective August 19, 2013. An appointing by-law will be included as part of the Council agenda.

Recommendation:

THAT report TR2013-22 with regard to the Appointment of the Director of Public Works is received.

POST TIME PUB & GRILL, INC.

257 George St.
Arthur, ON, N0G1A0
Phone (518) 848-6459

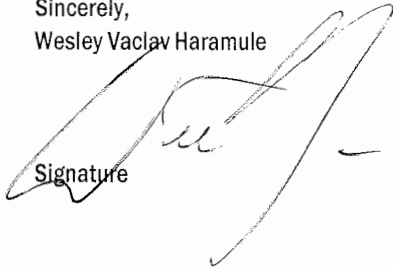
kwharamule@live.ca

July 17, 2013

A letter of notification to Wellington North Police, Fire Department, Public Health Office and Building Officials.

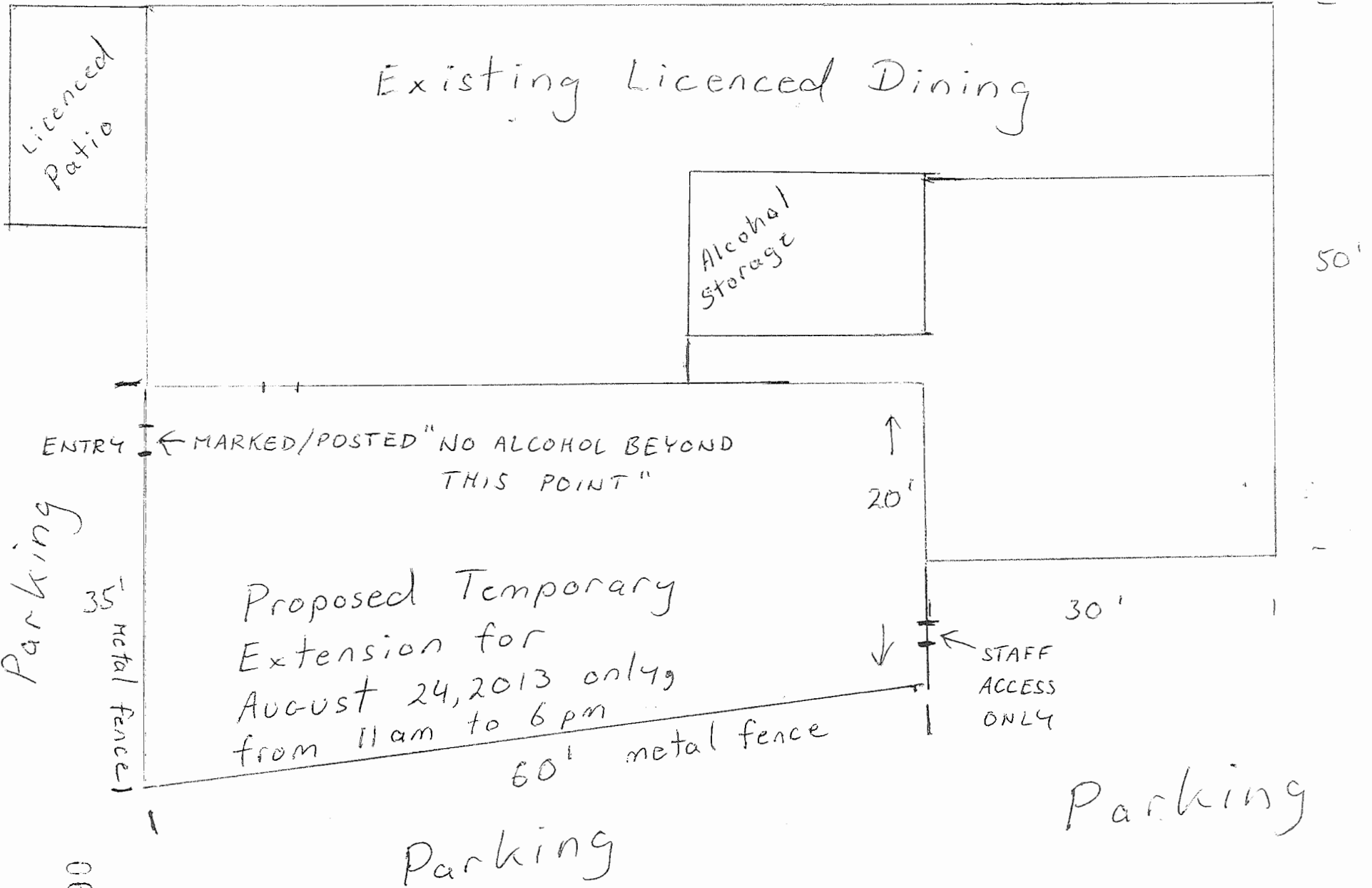
On August 24, 2013 we at Post Time Pub & Grill, Inc. would like to host Buzz & Toms charity fundraiser. Members are raising funds for Groves Memorial hospital and we expect about 600 people to attend in staggered groups between the hours of 11 am and 6pm. There will not be any tiered seating at this event, but we will be applying for a temporary licence extension for an enclosed (fenced) outdoor area. Please contact me if there are any questions or concerns.

Sincerely,
Wesley Vaclav Haramule

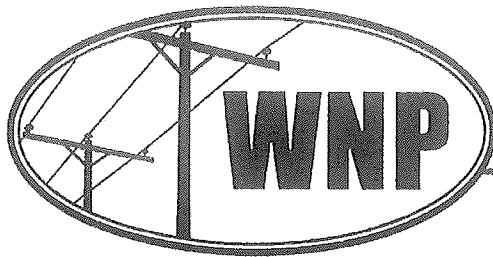

Signature

COPY

Post Time Pub & Grill, Inc.
257 George St. Arthur, ON N0G1A0



064



Wellington North Power Inc.

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

www.wellingtonnorthpower.com

August 6, 2013

Township of Wellington North
Attention: Mayor Ray Tout and Council
P.O. Box 125
7490 Side Road 7 West
Kenilworth, ON N0G 2E0

Dear Mayor Tout and Council:

As a result of the mandate under the Accessibility Act, in 2012 Wellington North Power requested the services of an engineering firm to perform a feasibility study on the property at 290 Queen Street West, Mount Forest. The company requested a proposal from three firms.

The successful candidate was B.M. Ross and Associates of Goderich. A thorough, assessment of the property and building was performed for structure, electrical, heating and cooling etc.

In summary the Wellington North Power building at 290 Queen Street West, Mount Forest has a number of deficiencies. To make the premises accessible, the current building would require a complete gut and renovations costing approximately \$3.1m. Alternatively, a new build that will be built to latest building code as well as meeting the current and future accommodation requirements for employees, vehicles and storage is estimated at \$3.34m (a difference of \$233,565 or 7.5% compared to a renovated building).

An Executive Summary has been attached for Township of Wellington North Council review.

Wellington North Power Inc. is seeking a resolution from Council, acknowledging their support for the new building, which will be included in the company's upcoming rate application to Ontario Energy Board for their approval.

Respectfully submitted for consideration,

Judy Rosebrugh, President & CEO
Wellington North Power Inc.

**WELLINGTON NORTH POWER INC.
BUILDING FEASIBILITY STUDY**

**EXECUTIVE SUMMARY – Township of Wellington North Council
PURPOSE OF THIS STUDY:**

The intent of Part I of this study is to analyze the existing headquarters facility for Wellington North Power and to identify deficiencies of the site and its buildings. It also examines how well the existing facility meets current and projected future needs of Wellington North Power. Recommendations are offered to address deficiencies and upgrade the facility. Part II is the expected cost for the recommended options.

PART I

FINDINGS:

Over the years the main building at Wellington North Power has been expanded and maintained at a basic level with minimal cost. Renovations have been piece-meal, responding to problems as they arise. There appears to have been little future planning and no attempt to keep pace with the changing requirements of the Ontario Building Code.

Major findings are as follows:

- Before construction work can begin, the zoning of the site must first be changed to reflect its actual current use
- The site is located in a low lying area - potential flooding risks should be evaluated and this information used to guide the design of any contemplated upgrades
- The existing main building is not designed to 'Post Disaster Building' standard as required by the Building Code
- The heating, ventilating and air conditioning systems of the existing buildings are inadequate, do not meet the requirements of the Building Code, and are at times unhealthy for occupants
- The size of existing rooms and spaces do not meet basic needs of staff and customers and fall far short of what will be needed in future
- The existing facility does not meet barrier free requirements of the Building Code
- The existing main building does not meet energy efficiency requirements of the Building Code
- The existing main building does not comply with Building Code requirements for life safety – it lacks fire separations, adequate emergency exits and emergency lighting

Findings indicate that the buildings in this facility fall far short of the requirements of the Ontario Building Code. Neither does the facility meet the current accommodation needs of Wellington North Power. With anticipated increases in staff numbers and storage requirements over the coming years, this inadequate and unsafe situation will only deteriorate further without major changes.

CRITERIA / Requirements:

To provide a safe, adequate and efficient facility for staff and customers of Wellington North Power, both now and for the future, the following criteria need to be met:

- The size of existing buildings will have to be greatly increased to provide the extra accommodation required to meet current and future needs
- Major upgrades will be needed in the main building's energy efficiency and in its mechanical, electrical and life safety systems
- Existing buildings will have to be structurally upgraded to meet requirements for a 'Post Disaster Building' – any new construction will also have to meet these same Requirements
- The site must be re-organized and upgraded significantly both to accommodate necessary site amenities as well as the larger buildings that will be needed

PART II

In light of the many and serious deficiencies with both buildings and the site, what is urgently needed is a well planned, comprehensive strategy for the future. Such a strategy should aim at providing a sustainable facility that meets both the current and projected future needs of Wellington North Power.

There are two options available by which to provide such a facility, and they are as follows:

Option 1: Renovation / Addition

Re-organize and upgrade the site, gut and renovate existing buildings to 'Post Disaster Building' standard utilizing the existing building footprint. This would be supplemented by a large new building addition to provide needed space. The mechanical, electrical and life safety systems of the existing main building would be replaced.

Option 2: New Build

Demolish existing buildings, re-organize and upgrade the site. New and larger buildings would then be constructed to current standards, meeting the facility needs identified in this study.

RECOMMENDATION:

Based on the findings, we [B M Ross and Associates] recommend the second option of providing an entirely new facility. This is likely the most cost effective and prudent option in the long term.

The cost of gutting and renovating the existing buildings to current standards would likely match or exceed the cost of equivalent new construction. On the other hand, the merit of new construction is that it can provide a better fit for the identified needs of Wellington North Power. If required, flexibility in financing the new facility could be provided by phasing the work over a number of years.

If the site is improved and the buildings replaced as recommended, we envision a facility that will successfully meet the present and foreseeable future needs of Wellington North Power.

In order to meet the Accessibility Act, an application will be made to the Ontario Energy Board for the new build, through the upcoming Rate Adjustment Incremental Capital submission in September, 2013 to request the new building cost be added to Wellington North Power's revenue requirement. Once approved by the Ontario Energy Board, construction would begin as soon as possible.

Approximate Cost:

To provide a safe, adequate, accessible and efficient facility for staff and customers of Wellington North Power Inc.				
		Unit Cost	Net Area	Sq
		per Sq Ft	Increase	Footage
Option 1: Renovation / Addition	\$ 3,107,276.00	\$227.61		11,373
Option 2: New build on existing site	\$ 3,340,841.00	\$186.33	16%	13,178

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

BY-LAW NUMBER 61-13

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING VACANT INDUSTRIAL LANDS IN THE
FORMER TOWN OF MOUNT FOREST (Part Division 3, Lot 32,
Concession 1, geographic Township of Normanby, Mount
Forest, Industrial Drive – Arbro Concrete Forming Ltd.)**

WHEREAS:

- A. Section 4 of the Municipal Act, 2001 as amended (hereinafter called “the Act”) provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its Council, and further, Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act.
- B. Subsection 11(2) of the Act provides that a municipality may pass by-laws respecting public assets of the municipality.
- C. The Township of Wellington North has adopted policies with respect to the sale or other disposition of land by By-law No. 9-08 and the provisions of the said by-law have been complied with.

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

- 1. The Corporation is authorized to enter into an Agreement of Purchase and Sale with Arbro Concrete Forming Ltd. in the form, or substantially the same form as advised by the municipal solicitor, of the draft three (3) page “Offer to Purchase – Agreement of Purchase and Sale” attached hereto as Schedule 1 for the sale of the following lands:

Part of the third division of Lot 32, Concession 1 (geographic Township of Normanby), partially abutting Part 2 and Part 3 on Deposited Plan 61R9123 (Part 2 being the Purchaser’s existing property), having a width parallel with Perth Street of 232 feet more or less and containing 1.312 acres and being part of PIN 71072-0106

2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to execute the transfer and such further or additional documents as may be required in the municipal solicitor's opinion to give effect to and complete the said sale transaction in accordance with the said Agreement of Purchase and Sale.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 61-13
SCHEDULE 1

OFFER TO PURCHASE
AGREEMENT OF PURCHASE AND SALE

ARBRO CONCRETE FORMING LTD. ("Purchaser") having inspected the property, hereby agree to and with THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ("Vendor"), to purchase all and singular the premises situate in the Township of Wellington North, in the County of Wellington (formerly Town of Mount Forest) described as follows (part of Property Identifier Number 71072-0106) :

Part of the third division of Lot 32, Concession 1 (geographic Township of Normanby), partially abutting Part 2 and Part 3 on Deposited Plan 61R9123 (Part 2 being the Purchaser's existing property), having a width parallel with Perth Street of 232 feet more or less and containing 1.312 acres (herein called the "Property")

at the price or sum ("Purchase Price") of FIFTEEN THOUSANDDollars (\$15,000.00)
per acre (estimate \$19,680.00) as follows: TWO THOUSANDDollars (\$ 2,000.00)

cash or cheque to Deverell & Lemaich LLP, solicitors for the Vendor, on this date as a deposit to be held in trust pending the completion or other termination of this Agreement, and to be credited on account of the Purchase Price on closing, and covenant, promise and agree to pay the balance of the Purchase Price, plus the costs in Special Terms 1 and 4, subject to any applicable adjustments, by way of certified cheque or bank draft on the closing of the transaction.

SPECIAL TERMS:

1. Survey. The Vendor shall have the Property surveyed by way of a reference plan of survey to be deposited in the Land Registry Office prior to the closing of the transaction and the acreage of the Property shall be determined by the surveyor. All costs incurred by the Vendor for such survey shall be added to the Purchase Price and provided for in the closing statement of adjustments.
2. Closing Balance. The balance of the Purchase Price shall be determined by the actual acreage of the Property as determined by the Ontario Land Surveyor providing the said survey of the Property on the basis of \$15,000 per acre.
3. Industrial. The Vendor discloses and the Purchaser acknowledges that the Property is zoned Industrial.
4. Legal Fees and Disbursements. The Purchaser acknowledges and agrees to reimburse the Vendor for all of its legal fees and disbursements relating to this Agreement and completion of the sale transaction. These costs will be added to the Purchase Price and provided for in the closing statement of adjustments.
5. Name on Title. The Purchaser acknowledges and agrees that title to the Property being purchased must be taken in the same name as the land already owned by the Purchaser herein, which abuts this Property, so that the two parcels merge into one parcel of land.
6. Consolidation Application. Forthwith upon the closing of the Transaction, the purchaser shall cause at its expense a Consolidation Application to be prepared and registered by its solicitor so that the purchaser's said existing property being Part 2 on Plan 61R9123 merges with the Property into one new Property Identifier Number and forward a copy thereof as registered to the vendor's solicitor.
7. HST. It is agreed and understood that this purchase and sale transaction is subject to Harmonized Sales Tax under the Excise Tax Act of Canada, as amended, which is not included in the Purchase Price, and that the Purchaser is a registrant for HST purposes, and accordingly, the Purchaser will self-assess as registrant and there will be no HST collected by the Vendor on

the closing of the transaction. The Purchaser shall provide the Vendor or its solicitor with its HST registration number at least seven (7) days before the closing of the transaction.

8. Removal of and Access to Top Soil.

The Purchaser understands that there is top soil on the Property and agrees to allow the Vendor to leave such top soil on the Property after closing, with an agreement that the vendor be required to remove the top soil on or before the 16th of September, 2015. After completion of this transaction, the Purchaser further agrees to allow the Vendor access to the Property during the hours of 8 a.m. to 5 p.m. Monday to Friday so that the vendor may remove the top soil.

IRREVOCABLE DATE

This Offer shall be irrevocable by the Purchaser until 5:00 p.m. on the 15th day following the date the Purchaser signs this Offer, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE CLAUSE

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at its own expense, and the Purchaser shall not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in the Vendor's possession or under its control; and provided the same have been complied with, the Purchaser to accept the Property subject to municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the Property.

SEARCH CLAUSE

The Purchaser to be allowed until the 10th day prior to the Completion Date to investigate the title at its own expense, and if within that time it shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

COMPLETION DATE

This Agreement shall be completed on or before the 16th day of September, 2013.

OTHER

If requested by the Purchaser, the Transfer/Deed to be given to the Purchaser shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50 (22) of the Planning Act.

This Agreement shall be effective to create an interest in the real property only if Section 50 of the Planning Act is complied with.

The Vendor, on or before completion, will produce evidence that it is not now, and upon completion will not be, a "non-resident corporation" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if it is a "non-resident corporation" will fully comply with the provisions of Section 116 of the said Act prior to completion.

This Offer, when accepted by the Vendor, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing. Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

DATED at the Township of Wellington North this _____ day of _____, 2013.

IN WITNESS WHEREOF the Purchaser has hereunto executed this Agreement.

ARBRO CONCRETE FORMING LTD.

Per:

Jerry Arthur – President

Valerie Arthur – Secretary

We have authority to bind the Corporation.

The undersigned Vendor, hereby accepts the above Offer and its terms, and covenants, promises and agrees to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and hereby accepts the deposit of \$2,000.00.

DATED at the Township of Wellington North this _____ day of _____, 2013.

IN WITNESS WHEREOF the proper signing officers for the Vendor have hereunto executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per:

Raymond Tout – Mayor

Catherine More – Deputy Clerk

We have authority to bind the Corporation.

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

BY-LAW NUMBER 62-13

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING VACANT INDUSTRIAL LANDS IN THE
FORMER TOWN OF MOUNT FOREST (Part Division 3, Lot 32,
Concession 1, geographic Township of Normanby, Mount
Forest, Industrial Drive – Katherine Dippel and James Dippel)**

WHEREAS:

- A. Section 4 of the Municipal Act, 2001 as amended (hereinafter called “the Act”) provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its Council, and further, Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act.
- B. Subsection 11(2) of the Act provides that a municipality may pass by-laws respecting public assets of the municipality.
- C. The Township of Wellington North has adopted policies with respect to the sale or other disposition of land by By-law No. 9-08 and the provisions of the said by-law have been complied with.

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

- 1. The Corporation is authorized to enter into an Agreement of Purchase and Sale with Katherine Elizabeth Dippel and James Albert Dippel in the form, or substantially the same form as advised by the municipal solicitor, of the draft three (3) page “Offer to Purchase – Agreement of Purchase and Sale” attached hereto as Schedule 1 for the sale of the following lands:

Part of the third division of Lot 32, Concession 1 (geographic Township of Normanby), abutting Part 1 on Deposited Plan 61R9123 (being the Purchasers’ existing property) and having a Westerly boundary width of 137.62 feet and an Easterly boundary width of 104.14 feet more or less and containing 0.497 acres and being part of PIN 71072-0106.

2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to execute the transfer and such further or additional documents as may be required in the municipal solicitor's opinion to give effect to and complete the said sale transaction in accordance with the said Agreement of Purchase and Sale.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

RAYMOND TOUT
MAYOR

CATHERINE MORE
DEPUTY CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 62-13
SCHEDULE 1

OFFER TO PURCHASE
AGREEMENT OF PURCHASE AND SALE

KATHERINE ELIZABETH DIPPEL and JAMES ALBERT DIPPEL ("Purchasers") having inspected the property, hereby agree to and with THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ("Vendor"), to purchase all and singular the premises situate in the Township of Wellington North, in the County of Wellington (formerly Town of Mount Forest) described as follows (Part of Property Identifier Number 71072-0106):

Part of the third division of Lot 32, Concession 1 (geographic Township of Normanby), abutting Part 1 on Deposited Plan 61R9123 (being the Purchasers' existing property) and having a Westerly boundary width of 137.62 feet and an Easterly boundary width of 104.14 feet more or less and containing 0.497 acres (herein called the "Property")

at the price or sum ("Purchase Price") of FIFTEEN THOUSAND Dollars (\$15,000.00)
per acre (estimate \$7,455.00) as follows: TWO THOUSAND Dollars (\$ 2,000.00)

cash or cheque to Deverell & Lemaich LLP, solicitors for the Vendor, on this date as a deposit to be held in trust pending the completion or other termination of this Agreement, and to be credited on account of the Purchase Price on closing, and covenant, promise and agree to pay the balance of the Purchase Price, plus the cost in Special Terms 1 and 4, subject to any applicable adjustments, by way of certified cheque or bank draft on the closing of the transaction.

SPECIAL TERMS:

1. Survey. The Vendor shall have the Property surveyed by way of a reference plan of survey to be deposited in the Land Registry Office prior to the closing of the transaction and the acreage of the Property shall be determined by the surveyor. All costs incurred by the Vendor for such survey shall be added to the Purchase Price and provided for in the closing statement of adjustments.
2. Closing Balance. The balance of the Purchase Price shall be determined by the actual acreage of the Property as determined by the Ontario Land Surveyor providing the said survey of the Property on the basis of \$15,000 per acre.
3. Industrial. The Vendor discloses and the Purchasers acknowledge that the Property is zoned Industrial.
4. Legal Fees and Disbursements. The Purchasers acknowledge and agree to reimburse the Vendor for all of its legal fees and disbursements relating to this Agreement and completion of the sale transaction. These costs will be added to the Purchase Price and provided for in the closing statement of adjustments.
5. Name on Title. The Purchasers acknowledge and agree that title to the Property being purchased must be taken in the same name as the land already owned by the Purchasers herein, which abuts this Property, so that the two parcels merge into one parcel of land.
6. Consolidation Application. Forthwith upon the closing of the Transaction, the purchaser shall cause at its expense a Consolidation Application to be prepared and registered by its solicitor so that the purchaser's said existing property being Part 1 on Plan 61R9123 merges with the Property into one new Property Identifier Number and forward a copy thereof as registered to the vendor's solicitor.
7. HST. It is agreed and understood that this purchase and sale transaction is subject to Harmonized Sales Tax under the Excise Tax Act of Canada, as amended, which is not included in the Purchase Price, and that the Purchasers are registrants for HST purposes, and accordingly, the Purchasers will self-assess as registrants and there will be no HST collected by the Vendor

on the closing of the transaction. The Purchasers shall provide the Vendor or its solicitor with their HST registration number at least seven (7) days before the closing of the transaction.

IRREVOCABLE DATE

This Offer shall be irrevocable by the Purchasers until 5:00 p.m. on the 15th day following the date the Purchasers sign this Offer, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchasers without interest or deduction.

TITLE CLAUSE

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchasers at their own expense, and the Purchasers not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in the Vendor's possession or under its control; and provided the same have been complied with, the Purchasers to accept the Property subject to municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the Property.

SEARCH CLAUSE

The Purchasers to be allowed until the 10th day prior to the Completion Date to investigate the title at their own expense, and if within that time they shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchasers will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchasers without interest or deduction, and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchasers shall be conclusively deemed to have accepted the title of the Vendor to the Property.

COMPLETION DATE

This Agreement shall be completed on or before the 16th day of September, 2013.

OTHER

If requested by the Purchasers, the Transfer/Deed to be given to the Purchasers shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50 (22) of the Planning Act.

This Agreement shall be effective to create an interest in the real property only if Section 50 of the Planning Act is complied with.

The Vendor, on or before completion, will produce evidence that it is not now, and upon completion will not be, a "non-resident corporation" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if it is a "non-resident corporation" will fully comply with the provisions of Section 116 of the said Act prior to completion.

This Offer, when accepted by the Vendor, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

Any tender of documents or money hereunder may be made upon the Vendor or Purchasers or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

DATED at the Township of Wellington North this day of , 2013.

IN WITNESS WHEREOF the Purchasers has hereunto executed this Agreement.

Witness

Katherine Elizabeth Dippel

Witness

James Albert Dippel

The undersigned Vendor, hereby accepts the above Offer and its terms, and covenants, promises and agrees to and with the above-named Purchasers to duly carry out the same on the terms and conditions above mentioned, and hereby accepts the deposit of \$2,000.00.

DATED at the Township of Wellington North this day of , 2013.

IN WITNESS WHEREOF the proper signing officers for the Vendor have hereunto executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Per:

Raymond Tout – Mayor

Catherine More – Deputy Clerk

We have authority to bind the Corporat

DRAFT

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

BY-LAW NUMBER 63-13

**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 20, Concession B, 7570 Highway
6, Arthur – Teselink)**

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

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

1. THAT Schedule "A" Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part Lot 20, Concession B as shown on Schedule "A" attached to and forming part of this By-law from:

- **Agricultural (A) to "Agricultural Exception (A-150)**
- **Agricultural (A) to "Agricultural Exception (A-151)**

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

33.150 Part Lot 20, Concession B	A-150 Notwithstanding any other section of this by-law to the contrary, a residential dwelling shall be prohibited in this zone. Other agricultural uses, that are not accessory to a dwelling, are permitted.
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3. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.151 Part Lot 20, Concession B	A-151 Notwithstanding Section 6.1.4 ii or any other section of this by-law, the shed existing on the day of passing of this by-law may have a maximum floor area of 222.9 sq.m. (2,400 sq.ft).
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4. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
5. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

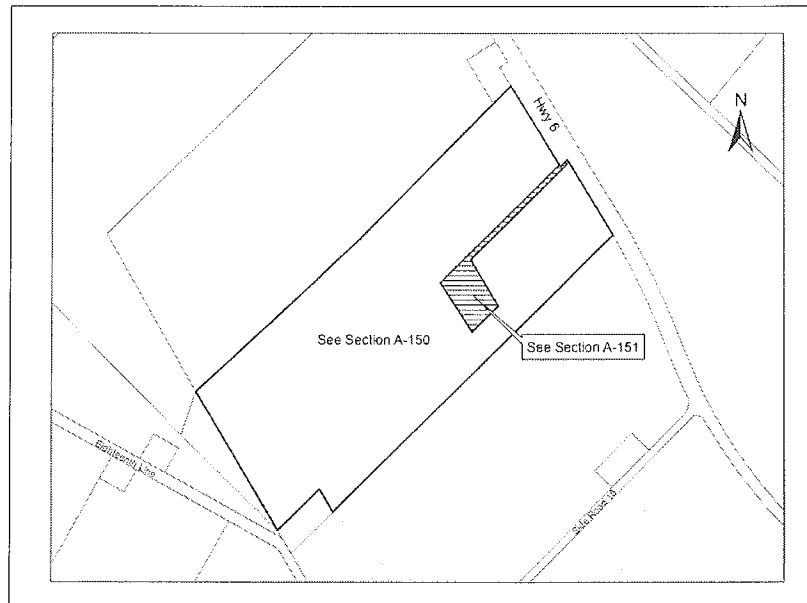
**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 63-13

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exceptions (A-150 and A-151)

This is Schedule "A" to By-law No. 63-13
Passed this 12th day of August, 2013

RAYMOND TOUT
MAYOR

CATHERINE MORE
DEPUTY CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 63-13

THE LOCATION being rezoned is in Part lot 20, Concession B with a civic address of 7570 Highway 6. The property is approximately 40 hectares (98.8 acres) in size and is occupied by a residence, barn, garage shed and drive shed.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural land (A-150) and to allow an oversized drive shed on the residential portion of the lands (A-151). The other existing accessory structures, present on the severed parcel will be removed. This rezoning is a condition of severance application B23/13, that was granted provisional approval by the Wellington County Land Division Committee in January, 2013. The consent will sever the existing farm dwelling, and accessory building (1.5 ha. (3.7 ac) from the remainder of the agricultural parcel (38.5 ha. (95.1 ac)).

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

BY-LAW NUMBER 64-13

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Storage Containers)**

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

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

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

STORAGE TRAILERS, SEACANS AND SHIPPING CONTAINERS shall include any unlicensed trailer, whether or not the same is mounted on wheels; mobile storage trailers, storage structures or cargo boxes designed or once serving as commercial shipping or cargo containers; truck trailers or boxes; or the parking of tractor-trailers or separate tractors or cargo boxes. For the purpose of this definition, unlicensed trailer means a trailer which does not have a valid permit under the Highway Traffic Act R.S.O., 1990.c.H.8, as amended.

TRANSPORT TERMINAL means a building or structure used for a cross-dock facility in which there is no storage or warehousing of products, goods and materials.

TRAILER, TRANSPORT means any vehicle so constructed that it is suitable for being attached to a motor vehicle and capable of being used for transporting goods, materials, equipment or livestock notwithstanding that such vehicle is jacked up or that its running gear is removed.

2. THAT Section 6.32 is amended by adding the following new subsection 6.32.1:

6.32.1 Storage Trailers, Seacans and Shipping Containers.

Notwithstanding any other provisions of this By-law to the contrary, no person shall place any storage trailer, seacan or shipping container in any zone except in accordance with the following provisions:

- a) For the use of storage, as accessory only, for a permitted commercial or industrial use on lands zoned accordingly, or on agricultural zoned lands greater than 10 hectares.
- b) Unless stated elsewhere in this By-law, no more than a cumulative total of three (3) storage trailers, seacans or shipping containers, shall be permitted on any property;
- c) No storage trailer, seacan or shipping container shall be permitted to locate in any minimum required yard setbacks;
- d) A storage trailer, seacan or shipping container shall not be located in any required parking areas and in no case shall encroach into any required minimum landscaped buffer or open space;
- e) Notwithstanding any other provision of this section to the contrary, a storage trailer seacan or shipping container on a construction site in any Zone being developed on a stand alone basis or under a plan of subdivision is permitted only for the purposes of storing equipment and materials incidental to construction, subject to the following restrictions:
 - i) shall be subject to subsection c);
 - ii) not exceed six in number; and
 - iii) shall be removed from the site within 60 days of completing the work;
- f) A storage trailer, seacan or shipping container shall not be placed in any zone for the purpose of display or advertising;
- g) A storage trailer, seacan or shipping container shall not be used for the purposes of screening or fencing and must be in a condition free from rust, peeling paint and any other form of visible deterioration;
- h) A storage trailer, seacan or shipping container shall be included in all calculations for the purpose of determining maximum lot coverage; and

- i) Notwithstanding any other provision to the contrary a storage trailer, seacan or shipping container shall not be used for the purpose of a commercial storage facility or mini storage establishment, unless the property is specifically zoned to permit that use.

- 3. THAT Section 6.32 is amended by adding the following new subsection c):
 - c) Notwithstanding Section 6.27 of this by-law temporary structures may be installed on required parking facilities for the purpose of retailing seasonal products; provided however, that:
 - i) Such structures are not installed for a period greater than four months in a calendar year;
 - ii) Such structures shall not occupy more than 10 percent of the total required parking.

- 4. THAT this By-law Amendment shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 64-13

Location of the Subject Land

The proposed amendment affects all lands in the Township of Wellington North.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to provide provisions within the Zoning By-law to allow and regulate the use of trailers, seacans and shipping containers or other similar structures, on commercial, industrial and large agricultural properties. The amendment also provides additional criteria related to the use of temporary structures which are used for the retail sales of seasonal products (ie. garden centre). This is a Township initiated "housekeeping" amendment to the Comprehensive Zoning By-law. The Zoning By-law currently does not have any provisions in place to regulate these types of structures.



Township of Wellington North

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

Report

TO: Cathy More-Deputy Clerk

FROM: Dale Clark, Road Superintendent

DATE: July 16, 2013

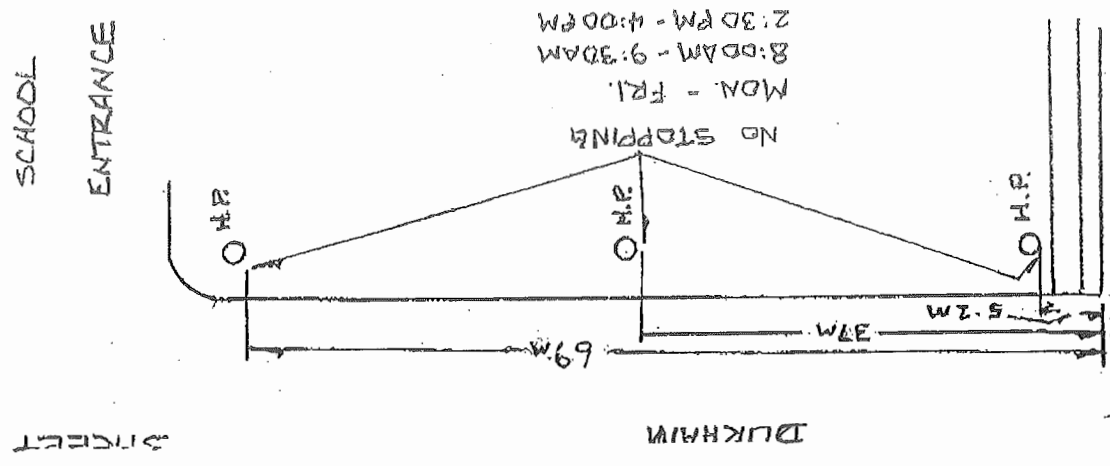
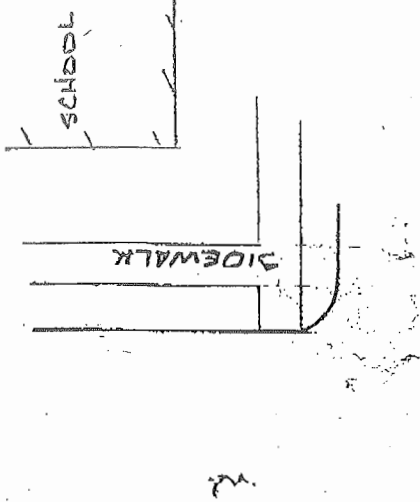
RE: School "No Stopping" Zones (Durham & Normanby Streets)

A request has been made for installation of "No Stopping" zones on Durham Street and Normanby Streets in Mount Forest. Concerns have been raised about children crossing the road to reach parked cars on the opposite side of the road from where the sidewalk is installed. A meeting between Works Staff and the Mayor was held and sign placement and wording of the signs was discussed.

Recommendation from the Road Superintendent is to place "No Stopping" signs reading Monday to Friday 8am until 9:30am and 2:30pm until 4pm on the east side of Normanby Street from Durham to Birmingham and from the school parking lot entrance going east to Foster Street. A total of 7 signs would be installed. A by-law will need to be passed for these signs to be enforced by police.

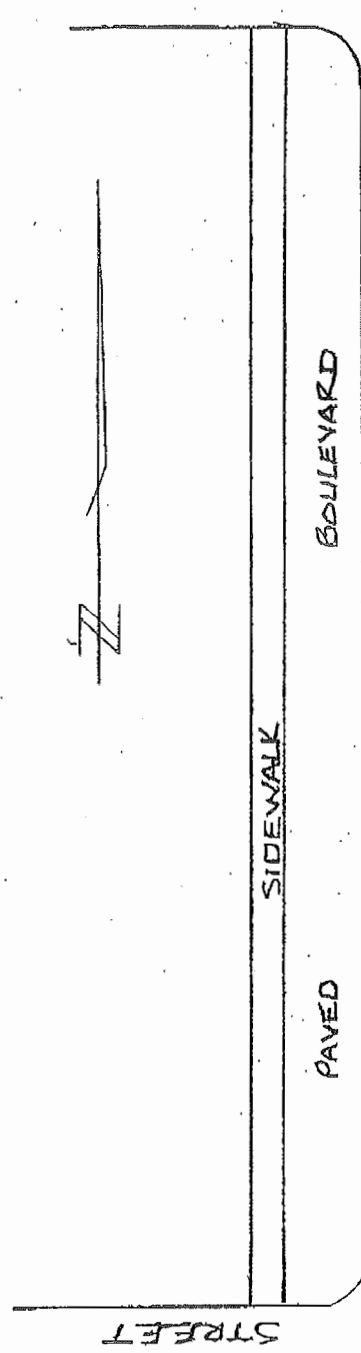
Respectfully submitted,

Dale Clark
Road Superintendent

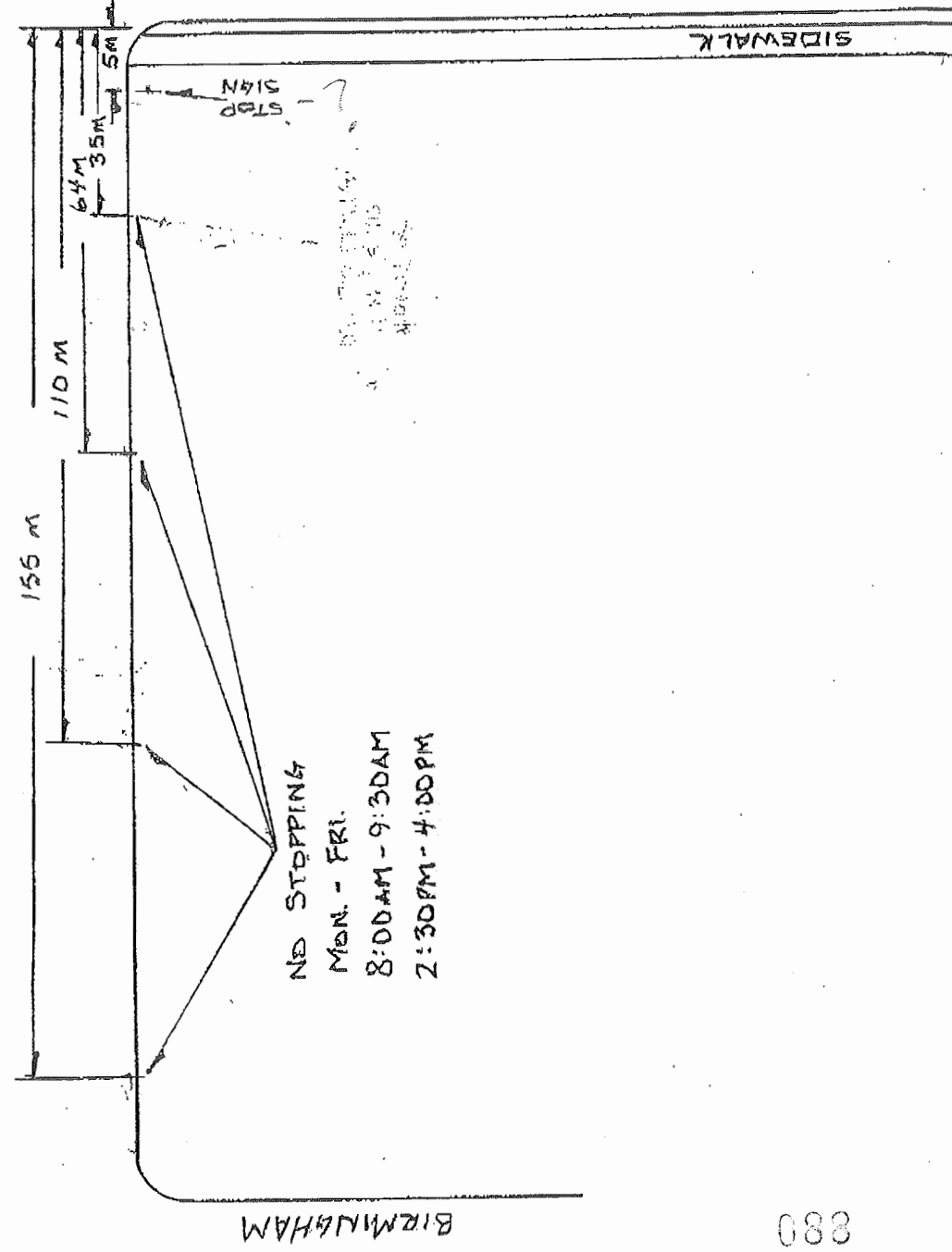


STREET

DUKHAIM



STREET



BIRMINGHAM

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

BY-LAW NUMBER 65-13

BEING A BY-LAW TO AMEND BY-LAW NUMBER 5000-05, A BY-LAW TO REGULATE THE PARKING OR STOPPING OF VEHICLES ON HIGHWAYS, PUBLIC PARKING LOTS AND IN SOME INSTANCES, PRIVATE PROPERTY WITHIN THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended provides that every Council may pass such by-laws;

WHEREAS the Council of The Corporation of the Township of Wellington North deems it expedient to erect "No Stopping" Signs on the north side of **Durham Street** in the former Town of Mount Forest, now in the Township of Wellington North; and

WHEREAS the Council of The Corporation of the Township of Wellington North deems it expedient to erect "No Stopping" Signs on the east side of **Normanby Street** in the former Town of Mount Forest, now in the Township of Wellington North.

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

1. **THAT Schedule "F" No Stopping Zones (Mount Forest) to By-law No. 5000-05 be amended by adding the following:**

Highway	Side(s)	Between	Time
Durham	North	From Foster Street west to a distance of \pm 69 metres	Monday to Friday 8:00 a.m. – 9:30 a.m. and 2:30 p.m. – 4:00 p.m.

Highway	Side(s)	Between	Time
Normanby Street	East	From Durham Street south to a distance of \pm 155 metres	Monday to Friday 8:00 a.m. – 9:30 a.m. and 2:30 p.m. – 4:00 p.m.

2. **THAT** this by-law shall come into force and take effect, when properly worded “**No Stopping**” signs have been erected.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 66-13

BEING A BY-LAW TO APPOINT A DIRECTOR OF PUBLIC
WORKS FOR THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 227

WHEREAS Section 227 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorizes Municipalities to appoint such officers and employees as may be necessary for the purposes of the Corporation and for prescribing their duties and the security to be given for the performance of them.

AND WHEREAS the Council of the Corporation of the Township of Wellington North considers it desirable and expedient to appoint a Director Public Works and to define and determine the duties and responsibilities thereof;

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

1. That Debbie Zehr is hereby appointed to, the position of Director of Public Works for the Corporation of the Township of Wellington North effective August 19, 2013.
2. That Debbie Zehr shall with respect to the Township of Wellington North and the administration of its affairs exercise all authority, powers and rights and shall perform all the duties and obligations which are set out in Schedule "A" to this By-law and that Schedule "A" as attached hereto shall form part of this By-law.
3. That Section 1 and 2 of By-law No. 21-11 are hereby repealed.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.***

RAYMOND TOUT,
MAYOR

CATHERINE MORE
DEPUTY CLERK



TOWNSHIP OF WELLINGTON NORTH

SCHEDULE "A" BY-LAW NUMBER 66-13

Department: Public Works Department

Position Title: Director of Public Works

Reports To: Chief Administrative Officer

Location: Municipal Offices, Kenilworth

Approved Date: August 12, 2013

Purpose of Position:

To co-ordinate and provide direction to the overall operation and administration of the Public Works Department in accordance with policy established by the Chief Administrative Officer, Council and provincial/federal regulations

Scope of Position:

Overall responsibility for the operations and budget of the Public Works Department, including roads and transportation, water supply and distribution, sanitary sewage collection and treatment, storm water management and cemeteries of the Township of Wellington North.

Provides direct supervision, guidance and leadership to management and staff within the Public Works Department as required.

Authority and accountability for departmental finance and accounting within the corporate framework. Also responsible for effective risk management, liability control and due diligence measures.

Makes certain that all relevant department and corporate information is shared within the Department, within the corporation and with the public.

Major Responsibilities:

- Prepares and monitors the operating and capital budgets, as well as the business plans for the Department.
- Makes recommendations and directs the preparation of budgets for construction and maintenance programs for areas which are the responsibility of Public Works.

Major Responsibilities: (continued)

- Monitors and controls staffing and contracted services.
- Monitors inventory quality, quality standards and special projects.
- Ensures that the water/sewer operations meet all regulatory requirements
- Provides leadership and the resources to ensure that all department activities are performed in compliance with appropriate standards, legislation, rules and regulations.
- Participates with other Department Heads in formulating staff recommendations to the Chief Administrative Officer for establishing policies and procedures.
- Co-ordinates the review of subdivision and site plan submissions, as pertains to public works.
- Establishes reviews and administers the Department's capital and operating budgets as approved by Council.
- Receives and responds to complaints from the public.
- Deals with human resource matters as required which relate to Public Works staff.
- Liases with supervisors and subordinates, other municipalities, contractors, engineers, government agencies, Wellington North Power and the public.
- Assumes ultimate responsibility for work done and services provided by the Department.
- Represents the Public Works Department at Council meetings and at other functions as may be directed by Council and/or the Chief Administrative Officer.
- Performs other related duties as required from time to time.

Education:

- Secondary School Diploma
- CRSS or CET designation or equivalent or willing to obtain
- Water/Wastewater Certification would be further asset
- Valid Driver's license, DZ preferred

Experience:

- A minimum of 5 years of Municipal Public Works experience in a senior management position.
- A general knowledge of all municipal services including roads and transportation, water supply and distribution, sanitary sewage collection and treatment, storm water management and cemeteries.

Job Skills

- Demonstrated good communication skills in both verbal and written forms to ensure accurate communication within the Works department, between departments and to the general public
- Be familiar with the use of computers and their applications to Public Works functions.
- Good organizational skills.
- Recognize the need for accuracy, detail and consistency when providing information for decision making.
- Work as a team member with other Senior Municipal Staff and Council.
- Be able to work in an office and do field inspections as required.
- Be able to set objectives and establish an approach to reaching those objectives when completing a task.
- Have a working knowledge of engineering requirements for technical solutions and maintenance requirements of municipal services.
- Ability to communicate effectively with the public and elected officials, as well as deal with several different requests and issues simultaneously during an average work day.
- Carries the authority and the accountability to manage the Public Works Department, and provide advice and guidance to the CAO and Council on issues and allocation of resources.
- Must have strong internal relationships with the Chief Administrative Officer, other senior management staff and Council. Involves contact with external sources.

Working Relationships:

Reports to: Chief Administrative Officer

Supervises: Public Works management staff

Work Schedule:

Normal hours are 8 a.m. to 4 p.m. (7 hours/day, 35 hour/week). There will be requirements from time to time to attend meetings outside the normal working hours. These may include Council, Committee and/or public meetings



Arthur Agricultural Society
PO Box 771
Arthur ON N0G 1A0

RECEIVED

AUG 2 2013

TWP. OF WELLINGTON NORTH

Thursday, July 25, 2013

Township of Wellington North
Box 125, 7490 Sideroad 7 West
Kenilworth, Ontario NOG 2E0 Canada

To whom this may concern;

Please present our request for a road closure for the Arthur Fall Fair Parade on Friday September 6th 2013 at your next council meeting.

The parade leaves at 7pm sharp from the Arthur Public School grounds on Conestoga Street. If we have an abundance of Tractors and Farm equipment that cannot fit in the parking lot, we may line these vehicles up Smith Street north (Preston Street down to Conestoga Street) to keep the public school parking lot open for floats. The parade route will travel south on Smith Street/George Street, turn left at the Royal Bank on to Charles Street, left on Isabella Street crossing over Frederick Street, right turn on to Tucker Street, cross over the intersection of Tucker and Domville Street and finish at the fairgrounds entrance on Tucker Street.

If you need anything further info please do not hesitate to contact me at my phone number below.

Sincerely,
Jennifer McFadden

Secretary
Arthur Agricultural Society
519 323 2811(home)
519 848 6057 (work)
519 362 0597 (cell)

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

BY-LAW NUMBER 67-13

**BEING A BY-LAW TO TEMPORARILY CLOSE PORTIONS OF
CONESTOGA, SMITH, GEORGE, CHARLES, ISABELLA AND
TUCKER STREETS IN THE FORMER VILLAGE OF ARTHUR FOR
THE PURPOSE OF HOLDING THE ARTHUR FALL FAIR PARADE.**

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

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

AND WHEREAS the Arthur Agricultural Society has requested that portions of Conestoga, Smith, George, Charles, Isabella and Tucker Streets be closed to vehicular traffic on Friday, September 6, 2013 between the hours of 6:30 p.m. and 8:00 p.m.

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

1. That portions of Conestoga, Smith, George, Charles, Isabella and Tucker Streets are hereby temporarily closed on September 6, 2013 between the hours of 6:30 p.m. and 8:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

The Mount Forest Agriculture Society would like temporary road closure for their Mount Forest Fall Fair Parade on Monday Sept 2, 2013.

The parade starts at the Mount Forest fire Hall at 12 noon, and goes to King St, then turns left and goes to fair grounds. Parade probably last for about 15 minutes.

Thanks for your help

Sincerely

Shirley Droog
Secretary - Mount Forest Agriculture Society

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

BY-LAW NUMBER 68-13

BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF KING STREET EAST AND MAIN STREET (HWY. 6) IN THE FORMER TOWN OF MOUNT FOREST FOR THE FALL FAIR PARADE.

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

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

AND WHEREAS the Mount Forest Agricultural Society is planning their "Fall Fair Parade" and have requested that a portion of King Street East and Main Street be closed to vehicular traffic on Monday, September 2, 2013 between the hours of 11:30 a.m. and 1:00 p.m.

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

1. That the portion of Main Street between Queen Street and Sligo Road and a portion of King Street East is hereby temporarily closed on Monday, September 2, 2013 between the hours of 11:30 a.m. and 1:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

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

BY-LAW NUMBER 69-13

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT (PART PARK LOTS 4 AND 5, CROWN SURVEY ARTHUR VILLAGE, PARTS 1, 2 AND 3 RP 61R8981 – MUSASHI AUTO PARTS CANADA INC.)

WHEREAS:

- A. The Owner carries on a manufacturing industry at 500 Domville Street, Arthur, Ontario and is the owner of the following lands (hereinafter called "the lands"):
- Part of Park Lots 4 and 5, shown on the Crown Survey of Arthur Village, being Parts 1, 2 and 3 on Deposited Plan 61R8981, in the Township of Wellington North, in the County of Wellington, subject to an easement on Part 2 of the said Plan 61R8981 registered as Instrument No. LT72786 having Property Identifier Number 71095-0035 (LT)
- B. The lands presently contain a manufacturing building containing 6,661.39 square metres more or less and facilities pertaining thereto with respect to which a Site Plan Agreement with Wellington North was registered by way of Notice on the 29th day of June, 2004 as Instrument No. WC67235.
- C. The Owner wishes to construct an addition to the said building containing 2,362.63 square metres more or less with certain facilities and the Owner has applied to Wellington North for approval under the Act of the plans showing the said addition and facilities and the works in connection with them and the location of all the facilities and works required by Wellington North under subsection 41(7)(a) of the Act.
- D. Wellington North requires the Owner to enter into this agreement as a condition to the approval sought by the Owner under subsections 41(7)(c) and 41(7)(c.1) of the Act .

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

1. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign a Site Plan Agreement with the Owner in the form, or substantially in the same form as advised by the municipal solicitor, of the draft Site Plan Agreement attached hereto as Schedule 1.
2. The Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by the parties.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 12TH DAY OF AUGUST, 2013.

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 69-13
SCHEDULE 1

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of August, 2013.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,
"Wellington North"
OF THE FIRST PART,

- and -

MUSASHI AUTO PARTS CANADA INC.

"the Owner"
OF THE SECOND PART

WHEREAS:

- A. The Owner carries on a manufacturing industry at 500 Domville Street, Arthur, Ontario and is the owner of the following lands (hereinafter called "the lands"):
- Part of Park Lots 4 and 5, shown on the Crown Survey of Arthur Village, being Parts 1, 2 and 3 on Deposited Plan 61R8981, in the Township of Wellington North, in the County of Wellington, subject to an easement on Part 2 of the said Plan 61R8981 registered as Instrument No. LT72786 having Property Identifier Number 71095-0035 (LT)
- B. The lands have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area.
- C. The lands presently contain a manufacturing building containing 6,661.39 square metres more or less and facilities pertaining thereto with respect to which a Site Plan Agreement with Wellington North was registered by way of Notice on the 29th day of June, 2004 as Instrument No. WC67235.
- D. The Owner wishes to construct an addition to the said building containing 2,362.63 square metres more or less with certain facilities and the Owner has applied to Wellington North for approval under the Act of the plans showing the said addition and facilities and the works in connection with them and the location of all the facilities and works required by Wellington North under subsection 41(7)(a) of the Act.
- E. Wellington North requires the Owner to enter into this agreement as a condition to the approval sought by the Owner under subsections 41(7)(c) and 41(7)(c.1) of the Act .
- F. Subsection 41(10) of the Act permits the registration of this Agreement on the title to the lands.

IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. *Site Plan.* The Owner agrees to carry out the work, and to construct, install and maintain at its expense all of the structures, services, works and facilities stipulated, described by words and numbers, and shown in and upon the following plans, notes, details and report which comprise and are hereinafter called "the Site Plan":
 - a. The Gamsby and Mannerow Engineers Project No. 213146, Site Plan Drawing No. 1 dated May 17, 2013 for Mushashi Auto Parts Canada Inc. with last revision date June 21, 2013 and bearing the seal and signature of I. E. Eriksen, Licensed Professional Engineer, Province of Ontario Number 100128824.
 - b. The Gamsby and Mannerow Engineers Project No. 213146, Servicing, Grading and Drainage Plan Drawing No. 2 dated May 17, 2013 for Mushashi Auto Parts Canada Inc. with last revision date June 21, 2013 and bearing the seal and signature of I. E. Eriksen, Licensed Professional Engineer, Province of Ontario Number 100128824.
 - c. The Gamsby and Mannerow Engineers Project No. 213146, Notes and Details Drawing No. 3 dated May 17, 2013 for Mushashi Auto Parts Canada Inc. with last revision date June 21, 2013 and bearing the seal and signature of I. E. Eriksen, Licensed Professional Engineer, Province of Ontario Number 100128824.
 - d. The Gamsby and Mannerow Limited, Consulting Profession Engineers File: 213146, Storm Water Management Report, Musashi Auto Parts Canada Inc. Proposed Addition, 500 Domville Street, Arthur, Township of Wellington North dated May 2013 and revised June 2013 including Post Development Drainage Plan Figure No. 2.

Without limiting the generality of the foregoing the requirements under this Agreement include all of the notes and printed text contained in and upon the said documents comprising and making up the Site Plan.

2. *Further Description of Work and Location of Site Plan.* All the specifications and requirements contained in the Site Plan, which is on file at Wellington North's municipal office, shall be adhered to and satisfied by the Owner, and all site work and construction required under paragraph 1 and authorized under Section 41 of the Act for the said addition shall be completed by the expiration of twelve (12) months from the date of the signing of this Agreement by Wellington North.
3. *The 2004 Site Plan Agreement WC67235.* The Owner shall cause all outstanding certifications required under Paragraph 4 of the said 2004 Agreement to be provided to Wellington North as part of the certifications required under Paragraph 4 herein, and without limitation, with respect to the following: Storm Water Management detention pond, including the inlets/outlet and swale east of the pond, and all other site drainage features, including swales and culverts; site grading, both roadway (parking lot) and non-

roadway (lawn) areas, including berms; parking lot and site entrances; walkways; water service; and sanitary service.

Further the Owner covenants and agrees that this Site Plan Agreement shall be in addition to and will not lessen or derogate from the duties and obligations of the Owner under the said 2004 agreement, and that any conflict between the two agreements shall be resolved according to the requirements of, and to the satisfaction of, Wellington North.

4. **Owner's Acknowledgments.**

(i) The Owner acknowledges that the following requirements provided for in the said 2004 agreement were not completed and are included as part of the facilities and works required under paragraph 1 herein and, without limitation, include: Construct a ditch in the Wells Street road allowance, including clearing and grubbing of trees/shrubbery; construct a northerly site swale (now a new location due to the proposed building addition), including grading and discharge to the Wells Street ditch; construct a shallow berm along the westerly side of the parking lot to a minimum elevation of 454.80; and install roof drains as specified for Storm Water Management control, including the number of notches for each particular drain.

(ii) Further the Owner Acknowledges that an application or applications must be filed and processed and the approval of the Ministry of the Environment obtained under the Environmental Protection Act and/or the Ontario Water Resources Act prior to the commencement of any of the said facilities and works which by-law requires.

5. **Grading, Use Condition and Certifications.** As part of the obligations under paragraph 1, the Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any of the new construction on the lands until after a professional engineer or architect has given Wellington North, at the Owner's expense, a letter addressed to the Clerk and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.

6. **Storm Drainage – General.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands pertaining to the new construction shall be designed and constructed to the satisfaction of Wellington North at the expense of the Owner.

7. **Maintenance.** The Owner agrees that all of the structures, services, works, facilities and matters required under this Agreement to be located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give Wellington North and its agents reasonable access on reasonable notice to the lands for purposes of verification of compliance with the terms of this Agreement.

8. *Lands Charged with Maintenance Obligations.* The Owner charges the lands and any leasehold or other interest therein which it may give, with the maintenance obligations for the facilities and works provided for herein and required by Wellington North under subsection 41(7)(a) of the Act.
9. *Land Transfer to Wellington North.* The Owner shall not use or cause or permit to be used any of the new construction on the lands until after the Owner has transferred ownership of a triangular parcel from the most southwesterly angle of the lands to Wellington North for nil consideration having a frontage on Wells Street of 9 metres and a frontage on Domville Street of 9 metres. Wellington North shall cause the said triangular parcel to be shown as part on a Reference Plan of Survey prepared and registered by an Ontario Land Surveyor obtained by and at the expense of Wellington North. Wellington North shall cause its solicitors to prepare and register the transfer of the said triangular parcel to it at the expense of Wellington North.
10. *Wellington North's Professional Fees and Disbursements.* The Owner shall reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement, and further the Owner shall pay a deposit with respect thereto as required by Wellington North on or before the signing of this Agreement.
11. *Security.* As a condition to the approval to be given by Wellington North pursuant to the application, the Owner shall file with and deliver to Wellington North either a banker's draft or cheque made payable to Wellington North or an irrevocable letter of credit satisfactory to the clerk, to guarantee all the provisions of this Agreement, with the exception of the future maintenance provisions, in the principal sum of THIRTY-SIX THOUSAND SEVEN HUNDRED AND EIGHTEEN DOLLARS AND FIFTY-ONE CENTS (\$36,718.51) which is comprised of: \$10,955.00 being 100% of the estimated cost of the off-site construction works (that is not on the lands) and \$25,817.96 being 50% of the estimated cost of the on-site construction works (that is on the lands). The said banker's draft or cheque or letter of credit shall be kept in full force and effect until such time as the Owner's engineer or architect confirms at its expense that the Owner has carried out the work and constructed and installed all of the structures, services, works and facilities which are required by this Agreement. For purposes of this paragraph the reference to a letter of credit means a letter of credit from a Canadian chartered bank which is irrevocable.
12. *Waiver.* The failure of Wellington North at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Wellington North of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Wellington North shall specifically retain its rights at law to enforce this Agreement.
13. *Enforcement.* The Owner acknowledge that Wellington North, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

14. Mediation. Without affecting Wellington North's statutory right under subsection 41(11) of the said *Planning Act* to, at its complete discretion, invoke the provisions of Section 446 of the *Municipal Act, 2001* as amended in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.
15. Registration of Notice. The Owner consents to the registration of this Agreement or notice of this Agreement on the title to the lands.
16. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Wellington North and its successors and assigns.

THIS AGREEMENT is executed by Wellington North this day of August, 2013.

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

Per:

Raymond Tout – Mayor

Cathy More – Acting Clerk
We have authority to bind the corporation.

THIS AGREEMENT is executed by the Owner this day of August, 2013.

MUSHASHI AUTO PARTS CANADA INC.

Per:

Haru Otsuka – President

Pete Hoffman – Director
We have authority to bind the Corporation

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

BY-LAW NUMBER 70-13

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICES INC. AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Connecting Link Winter Maintenance 2013/2014 Services for Mount Forest).

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

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

AND WHEREAS Highways 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Township of Wellington North and connects to Highway 6 and Highway 89;

AND WHEREAS the Ministry of Transportation has awarded the contract to provide maintenance on provincial highways in this area to Integrated Maintenance and Operations Services Inc. (IMOS)

AND WHEREAS Integrated Maintenance and Operations Services Inc will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Township of Wellington North has requested that Integrated Maintenance and Operations Services Inc provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest;

AND WHEREAS Integrated Maintenance and Operations Services Inc has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Services Inc., in substantially the same form as the agreement attached hereto as Schedule "1" (Connecting Link Winter Maintenance 2013/2014 services for Mount Forest).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 12TH DAY OF AUGUST, 2013.

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW 70-13
SCHEDULE "1"

This Agreement for winter maintenance services made this _____ day of _____ 2013

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"
(hereinafter referred to as "IMOS")

-and-

The Corporation of the Township of Wellington North
(hereinafter referred to as the "Municipality")

WHEREAS Highways 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and Highway 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. Term: IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2013 until 11:59 p.m. April 30, 2014.
2. Level of Service: IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. Contacts:

IMOS' contact shall be:
Dave Chessell, Operations Manager
PO Box 309
Chatsworth, ON NOH 1G0
(519) 348-4951

The Municipality's contact shall be:
Dale Clarke, Road Superintendent
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON NOG 2E0

4. Indemnification: The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

5. Insurance: The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. Payment: The Municipality hereby agrees to pay IMOS on February 1, 2014, one lump sum payment of \$23,432.50 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement.

7. Authority: The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North

Dave Chessell, Operations Manager
Integrated Maintenance and Operations
Services Inc.

Mayor

Clerk

Schedule 'A'

IMOS agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

- 1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality as soon as possible if unable to provide future service.**
2. The level of service will include patrolling, plowing, sanding and salting.
- 3. Snow removal adjacent to the through lanes will not be included in this agreement.**

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

BY-LAW NUMBER 71-13

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICES INC. AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Connecting Link Winter Maintenance 2013/2014 Services for Arthur).

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

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

AND WHEREAS Highway 6 within the limits of the former Village of Arthur is under the jurisdiction of the Township of Wellington North and connects to Highway 6;

AND WHEREAS the Ministry of Transportation has awarded the contract to provide maintenance on provincial highways in this area to Integrated Maintenance and Operations Services Inc. (IMOS)

AND WHEREAS Integrated Maintenance and Operations Services Inc will travel over Highway 6 within the limits of the former Village of Arthur in order to maintain Highway 6;

AND WHEREAS the Township of Wellington North has requested that Integrated Maintenance and Operations Services Inc provide winter maintenance services on Highway 6 within the limits of the former Village of Arthur;

AND WHEREAS Integrated Maintenance and Operations Services Inc has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Village of Arthur.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Services Inc., in substantially the same form as the agreement attached hereto as Schedule "1" (Connecting Link Winter Maintenance 2013/2014 services for Arthur).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 12TH DAY OF AUGUST, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 71-13

SCHEDULE "1"
This Agreement for winter maintenance services made this ____ day of _____, 2013

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(hereinafter referred to as "IMOS")

-and-

The Corporation of the Township of Wellington North

(hereinafter referred to as the "Municipality")

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2013 until 11:59 p.m. April 30, 2014.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

IMOS' contact shall be:

Dave Chessell, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 348-4951

The Municipality's contact shall be:

Dale Clark, Road Superintendent
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS on February 1, 2014, one lump sum payment of \$7,776.50 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of
Wellington North

Dave Chessell, Operations Manager
Integrated Maintenance and Operations
Services Inc.

Mayor

Clerk

Schedule 'A'

IMOS agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality as soon as possible if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Snow removal adjacent to the through lanes will not be included in this agreement.