



Township of Wellington North

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

Regular Meeting of Council

Monday, August 27, 2012

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

AGENDA

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<u>CALLING THE MEETING TO ORDER</u>	
- Mayor Tout	
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<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
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TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, August 13, 2012

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

Present:

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

Also Present:

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

Mayor Tout called the meeting to order.

Declaration of Pecuniary Interest:

None declared.

Owner/Applicant: David & Dianne Ferguson
Laverne & Marlene Ferguson

Location of the Subject Land

The two properties subject to the proposed amendment are described as North Part of Lot 5, Concessions 5 & 6, geographic Township of Arthur, Township of Wellington North. The area to be rezoned is approximately 8.9 hectares (22 acres) in size.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a sand and gravel pit operation. Extraction is to remain 1.5 meters above the water table. The maximum amount of extraction to be permitted in a year is 75,000 tonnes. The pit is to be rehabilitated back to agriculture.

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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 the public meeting was sent to required agencies and published in the Wellington Advertiser on July 20, 2012.
2. Application for Zoning By-law Amendment
3. Presentation by:

Ron Davidson, Planning Consultant for applicant, explained that the proposed gravel pit will be located on properties owned by two families with an esker that runs through along the boundary of both farms. The intent is to establish a licenced pit. The process of obtaining a licence from the MNR under the Aggregate Resource Act requires a zoning amendment. The proposal is to shave off the esker so that the farm parcels will be flat and more suitable to agriculture. Rehabilitation will be progressive with only 3 hectares being disturbed at a time. The 3 hectares will shift until the end of the esker is reached. Top soil and overburden will be stripped and stock piled on site for rehabilitation. This is not a short process or an inexpensive process. A Biologist, hydrogeologist, archeologist and consultants have been involved along with the MNR. Clearance letters have been received from the Saugeen Valley Conservation Authority, Ministry of Natural Resources and the Ministry of Tourism. This zoning amendment is needed prior to the pit licence being issued.

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Mark Van Patter, Senior Planner, reviewed his comments dated August 2, 2012.

Given the Provincial Policy Statement and the County Official Plan, the planning department is usually supportive of gravel pit applications, unless there are significant social or environmental impacts that cannot be satisfactorily mitigated. There does not appear to be any impacts or outstanding issues. Council should receive comments from the Road Superintendent Clark to make sure that he does not have any traffic / road concerns.

The proposal is to rezone the land for a Category 3 (1.5 metres above the water table), Class "A" gravel pit.

The proposed pit is located in the North Part of Lot 5, Concessions 5 & 6, Geographic Township of Arthur. Approximately 1/3 of the proposed pit is to be in Concession 6 owned by Laverne Ferguson. The other 2/3 of the pit is to be in Concession 5, owned by son David Ferguson.

A detailed Site Plan and Summary Statement have been provided by Gibson Consulting Services. The proposed pit application has the following characteristics:

- Annual quantity material to be extracted – 75,000 tonnes (small to moderate size)
- Estimated total amount of resource present – 1 million tonnes
- Found in a Esker ridge formation
- Will remove 5 to 12 metres of sand and gravel, removing ridge
- Proposed licensed area – 8.9 hectares (22 ac.)
- Proposed extraction area – 6.7 hectares (16.6 ac.)
- Will remain at least 1.5 metres above water table, will not create depression
- Road access for pit would be Concession Road 4 N
- Haul routes – 50% north to Highway 89 and 50% south
- Canada Land Inventory for Soil Capability for Agriculture – predominantly Class 1 (Prime)
- Proposed after use – progressive rehabilitation to agricultural land

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In support of the application, the applicants have provided the following documents:

- Planning Report (Ron Davidson, June, 2012)
- Summary Statement for license application (Gibson – October, 2011)
- Site Plans for Class A Pit License (Gibson - October, 2011)
- Natural Environment Level 1 and 2 Reports for Class A Pit License (Dance - March, 2011)
- Hydrogeological Assessment (ARL Groundwater Resources – February, 2011)
- Stage 1-2 Archeological Assessment (Amick Consultants - June, 2009)

The neighbouring lands consist of the following:

- Agricultural in all directions, except for South Tributary of Bethel Creek, running diagonally from Southeast to Northwest, just south of proposed pit
- Closest residential dwelling is David Ferguson house about 400 metres to east
- Next closest dwelling is about 800 metres to the south

Section 2.5.2 of the Provincial Policy Statement says that “*as much of mineral aggregate resources as is realistically possible shall be made available as close to markets as possible*” and “*extraction shall be undertaken in a manner which minimizes social and environmental impacts.*” Generally, unless extraction goes below the water table, Prime Agricultural areas are to be rehabilitated back to prime agricultural soils.

Under the Wellington County Official Plan the area of the proposed pit is designated Prime Agricultural. It immediately abuts an area to the south of Core Greenlands, which includes the South Tributary of Bethel Creek and forested wetlands. Around the fringes of the Core Greenlands, some small amounts of Greenland significant forest are present as well.

For the most part, the area is within the “Mineral Aggregate Area” overlay designation. Given this, the County is not requiring an Official Plan amendment.

The proposed pit area is zoned Agricultural (A) in the Wellington North Zoning By-law. The South Tributary watercourse and abutting wetlands are zoned Natural Environment (NE). A rezoning is required to permit the proposed gravel pit land use. The pit license cannot be issued by the MNR until the Township Zoning permits the use.

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An Environmental Impact Study was completed for the project. Mr. Davidson's Planning Report includes clearance letters from the MNR (March 20, 2012) and the Saugeen Valley Conservation Authority (May 28, 2012). I have no concerns in this respect.

As noted, the closest sensitive receptor is David Ferguson house, about 400 metres to the east. The next closest dwelling is 800 metres plus from the proposed pit. Section 2.2.6 of the Aggregate Resources of Ontario: Provincial Standards states that *"if extraction and / or processing facilities are within 150 metres of a sensitive receptor, a noise assessment is required to determine whether Provincial Guidelines can be satisfied."* Given the separation distances and intervening forested, elevated areas, the planning department have no concerns with potential noise impacts.

The MNR license application is for 75,000 tonnes maximum extraction per year. This is a relatively small to moderate operation. Mr. Davidson indicates that this will generate about 1.6 trucks per hour, on a 30 week per year operating basis. The owner anticipates that half of the trucks will go north, and half south, on Concession Road 4N. Council should get comments from Road Superintendant Clark to determine whether he has any traffic / road concerns.

A draft zoning amendment placing the proposed pit into the Extractive Industrial Exception Zone (EI-119) has been prepared. The exception zone is to prohibit the extraction depth to be closer than 1.5 metres to the high water table. This is a standard practice in Wellington County. Mr. Davidson in his Planning Report notes that there is at least 30 metres setback from the pond, watercourse and wetlands; therefore, the pit will comply with the setback requirements of Section 6.20 of the by-law.

4. Review of Correspondence received by the Township:

- Saugeen Conservation Authority
- Proposed Zoning By-law amendment acceptable

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

The Applicants were available to answer any questions.

6. Comments/questions from Council.

Councillor Lennox confirmed that this application is a continuation of the removal of an esker to the south of these properties.

7. Adjournment 7:10 p.m.

C.A.O./CLERK

MAYOR

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

REGULAR MEETING OF COUNCIL

Monday, August 13, 2012

Following Public Meeting

Members Present:

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

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

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

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. O' CANADA

C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the August 13, 2012 Regular Meeting of Council be accepted and passed.

Resolution Number: 1

Carried

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

None declared.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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E. MINUTES

1. Regular Meeting of Council, July 13, 2012

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the minutes of the Regular Meeting of Council held on July 23, 2012 be adopted as circulated.

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

1. Glen Feagan, C.E.T., B.M. Ross and Associates Limited
Re: Queen Street (Hwy. #89) Connecting Link Paving

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North correct the amounts in the previous resolution passed July 23, 2012 to read as follows:

*“accept the tender for the Queen Street (Hwy #89)
Connecting Link paving from The Murray Group Limited
at the tendered amount of \$157,134.14 plus HST.”*

Resolution Number: 3

Carried

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

1. Wellington North Fire Services
 - Arthur Fire Station
 - July 2012 Fire Report
 - June 2012 and July 2012 Fire Prevention Officer's Reports
 - Mount Forest Fire Station
 - July 2012 Fire Report
 - June 2012 and July 2012 Fire Prevention Officer's Reports

Moved by: Councillor Goetz

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Services July 2012 Reports and the June 2012 and July 2012 Fire Prevention Officer's Reports for the Arthur and Mount Forest Fire Stations.

Resolution Number: 4

Carried

2. Economic Development Committee
 - Minutes, July 25, 2012

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on July 25, 2012.

Resolution Number: 5

Carried

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

REGULAR MEETING OF COUNCIL

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

2. Economic Development Committee
- Minutes, July 25, 2012 (continued)

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North approve the application to the Creative Communities Prosperity Fund for Municipal Cultural Planning for the year of 2012 – 2013 program as recommended by the Economic Development Committee.

Resolution Number: 6

Carried

3. Report from Dale Small, Business Economic Manager
- Public Art Grant Application – Community Improvement Program

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the Business Economic Manager report dated August 8, 2012 with regards to the Public Art Grant Application – Community Improvement Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve a one-time grant up to \$2,500 under the Public Arts Grant Program for the completion of a mural on the north wall of 143 George Street in Arthur.

Resolution Number: 7

Carried

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

4. Works Committee
- Reports from Dale Clark, Road Superintendent
 - Bridge #2 Replacement

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North approve the transfer of the 2012 bridge budget to reserves for 2013 Bridge Budget to allow permit applications and engineering to be completed in 2013 Re: replacement of Bridge Structure #6, allowing for both projects to be completed at the same time, as recommended by the Works Committee.

Resolution Number: 8

Carried

- Repairs to Arthur Village Works Yard Building

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North accept the quote from Stephen O'Donnell Construction in the amount of \$27,246.80 plus HST for repairs to the Arthur Village Works Yard building;

AND FURTHER THAT this project be funded from reserves from the proposed Arthur Works Site project, as recommended by the Works Committee.

Resolution Number: 9

Carried

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

REGULAR MEETING OF COUNCIL

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

5. Report from Barry Trood, Water and Sewer Superintendent
- Community Infrastructure Improvement Fund (CIIF) for Fergus Street Reconstruction

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North approve the application for funding assistance under the Community Infrastructure Improvement Fund (CIIF) at a contribution level of 33.3% for the reconstruction of Fergus Street, from King Street to Wellington Street, as recommended by Barry Trood, Water and Sewer Superintendent.

Resolution Number: 10

Carried

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

REGULAR MEETING OF COUNCIL

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

1. Monte McNaughton, MPP, Lambton-Kent-Middlesex
PC Critic, Economic Development and Innovation
Re: Bill 76, an *Act to Amend the Ontario Lottery and Gaming Act of 1999*

Moved by: Councillor Yake

Seconded by: Councillor Lennox

WHEREAS the Government of Ontario has proposed building up to 29 new casinos throughout the province;

AND WHEREAS new casino development may significantly impact the community and surrounding areas;

AND WHEREAS the Township of Wellington North recognizes the importance of a referendum on the issue and prior to the development of any new casino;

THEREFORE BE IT RESOLVED THAT the municipality requests the Legislative Assembly of Ontario to immediately pass Bill 76, Ensuring Local Voices in New Casino Gambling Development Act to help ensure that local voices are respected prior to the development of any new casino,

AND THAT this resolution be circulated to Premier Dalton McGuinty, the Honourable Dwight Duncan, Minister of Finance; Monte McNaughton, MPP; and Randy Pettapiece, MPP.

Resolution Number: 11

Carried

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

REGULAR MEETING OF COUNCIL

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I. BY-LAWS

1. 54-12 Being a By-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (North Part of Lot 5, Concessions 5 & 6, geographic Township of Arthur, Township of Wellington North – Ferguson)

Moved by: Councillor Yake
Seconded by: Councillor Lennox

THAT By-law Number 54-12 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second, Third time and finally passed. (North Part of Lot 5, Concessions 5 and 6, geographic Township of Arthur, Township of Wellington North)

Resolution Number: 12 **Carried**

2. 55-12 Being a By-law to Appoint a Treasurer for the Corporation of the Township of Wellington North

Moved by: Councillor Lennox
Seconded by: Councillor Yake

THAT By-law Number 55-12 being a By-law to appoint a Treasurer for the Corporation of the Township of Wellington North be read a First, Second, Third time and finally passed.

Resolution Number: 13 **Carried**

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

REGULAR MEETING OF COUNCIL

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

3. 56-12 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.

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 56-12 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 be read a First, Second, Third time and finally passed.

Resolution Number: 14

Carried

4. 57-12 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.

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 57-12 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 be read a First, Second, Third time and finally passed.

Resolution Number: 15

Carried

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

REGULAR MEETING OF COUNCIL

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

5. 58-12 Being a By-law to Authorize an Encroachment Agreement onto Parkside Drive (Mount Forest) (450 Parkside Drive – Howlett)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 58-12 being a by-law to authorize an Encroachment Agreement onto Parkside Drive (Mount Forest) be read a First, Second, Third time and finally passed. (450 Parkside Drive – Howlett)

Resolution Number: 16

Carried

J. **OTHER/NEW BUSINESS**

1. County of Wellington, Planning and Land Division Committee
Re: Comments for Consent Applications:

B72/12 – Sonia and Ricardo Aguirre

Council requested deferral of the application pending information regarding the reduction in size of the outbuildings.

B68/12 – Piller Poultry Ltd.

Council requested deferral of the application pending information regarding the reduction in size of the outbuildings.

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

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K. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated August 9, 2012

Randy Pettapiece, MPP, Perth-Wellington

- Copy of correspondence to The Hon. Dalton McGuinty, Premier of Ontario, regarding Connecting Link Program

Grand River Conservation Authority

- Minutes, General Membership Meeting, June 29, 2012

L. NOTICE OF MOTION

None.

M. CULTURAL MOMENT

***Ariel View Progression Photos of the
Mount Forest Sports Complex Build***
850 Princess Street, Mount Forest

Now celebrating its 4th Anniversary, this photo displays four ariel shots of the progression of the Mount Forest Sports Complex build.

The build began in 2007, with the completion in 2008. This state-of-the-art facility is 62,000 square feet in size and features a NHL sized ice surface / arena floor, indoor running / walking track, senior's room and dressing rooms.

In addition the large Community Hall is perfect for wedding receptions, dinners, dances and trade shows. Also featuring a Leisure Hall, Meeting Room, and Plume Room.

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

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N. ANNOUNCEMENTS

Mayor Tout congratulated those who participated in the 2012 Fun Challenge Mini Triathlon on August 11. Mayor Tout attended the opening ceremony for the new delivery room at the Louise Marshall Hospital last week.

Mayor Tout thanked Jason Benn, Fire Prevention Officer, for his efforts in obtaining fire equipment no longer being used by fire departments for use by the Sandy Lake First Nation Community.

O. CONFIRMING BY-LAW

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 59-12 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on August 13, 2012 be read a First, Second and Third time and finally passed.

Resolution Number: 17

Carried

P. ADJOURNMENT

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Regular Council meeting of August 13, 2012 be adjourned at 7:47 p.m.

Resolution Number: 18

Carried

C.A.O./CLERK

MAYOR

August 23, 2012

From: Barry Trood
Supt. Water /Sewer Services

Re: Ed and Margaret Ann Baratto Easement /severance (B-65-12)
Location: Frederick St W, Arthur

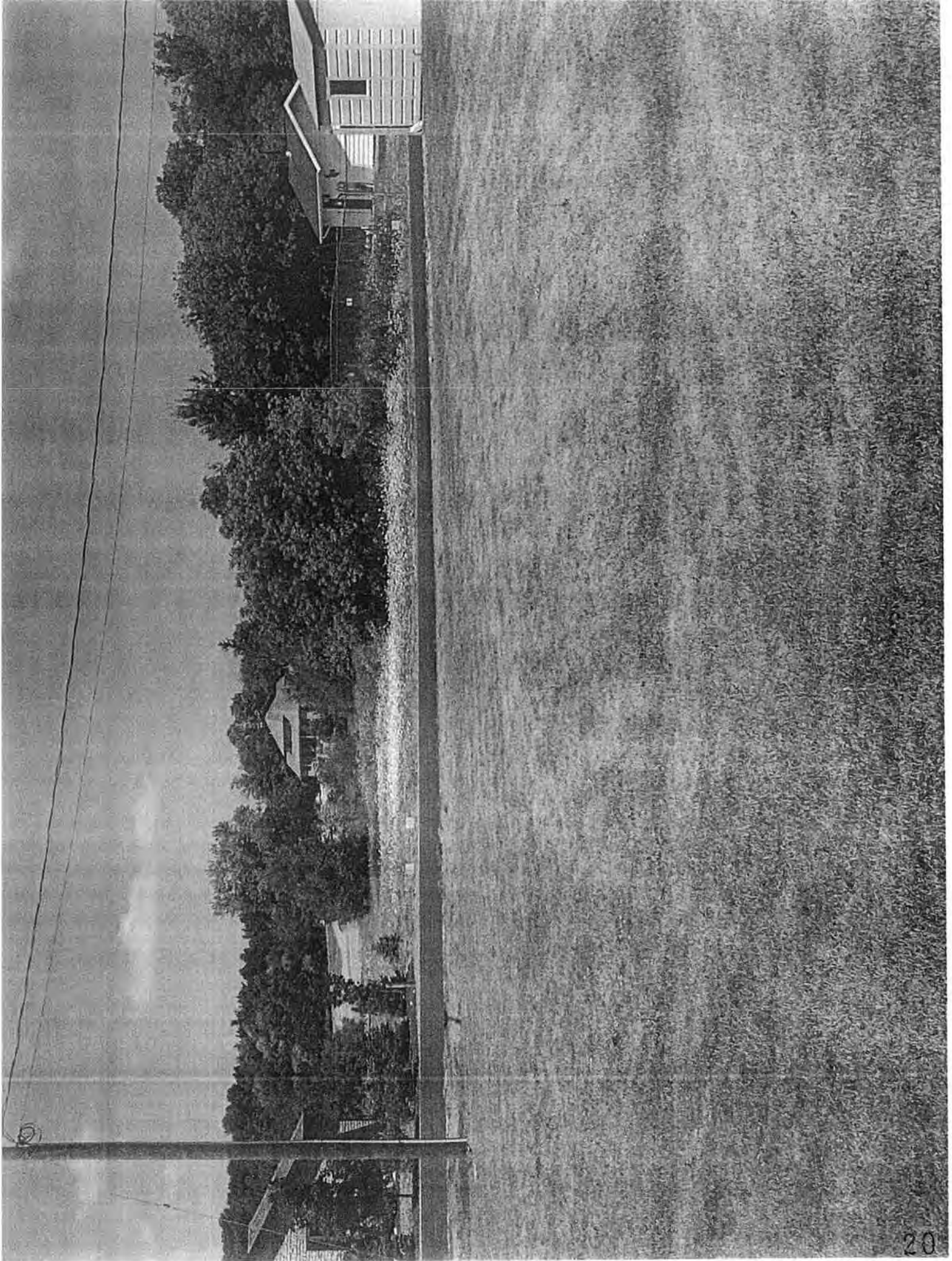
Council supported the Baratto severance at the July 23rd Council meeting. Addition information has come to my attention. The Frederick Street Pumping station was identified on the Arthur Water/Sewer Master Plan as a site that may require additional work in the future. This could be in the form of a rebuilt pumping station, equalization storage tanks on site or other required work. The easement approved for the Baratto's will not allow room for additional work at the location if and when it is deemed necessary. I am now recommending, and have discussed, that the Baratto's include the Township on this easement for access. By including the Township on the easement it will give the Township access to the back of the pumping station if and when any work may be required in the future.

If any Pumping Station expansion work is required there will have to be discussion with the Baratto's in regards to land we may require for this. The Baratto's through their Surveyor Jeff Buisman have indicated to me that they are excepting of adding the Township name to the easement.

I am recommending that the Township Council approve this additional requirement to the land division at its next meeting on Sept. 13.

Yours truly

Barry Trood



Township of Wellington North
Building/Property Committee Minutes – Aug 17, 2012 at 9:00 a.m.

Present: Councillor Dan Yake (Chair)
Councillor Mark Goetz
Lori Heinbuch, CAO/Clerk
Darren Jones, Chief Building Official
Mayor Ray Tout
Patty Wright, Building Inspector

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

Minutes – July 19, 2012

Moved by: Councillor Mark Goetz
Seconded by: Mayor Ray Tout

That the Minutes of July 19, 2012 be accepted.

Carried.

Business Arising from the Minutes

Arthur Seniors Hall

A meeting will be set up between the Building and Property Committee and the Members of the executive of the seniors to discuss the future of the seniors centre and possible solutions.

Presentation of Animal Control By-law and Short Form Wording

The By-law has been forwarded to Mark Van Patter for his comments. A copy will be forwarded to Jo-Alan Animal Care Services for their comments. The Building and Property Committee recommends the By-law be put on the agenda for the September 24, 2012 Council Meeting for Council's consideration.

Kenilworth Municipal Office Roof Quotes

The following Quotations were received with respect to the Kenilworth Municipal Office Roof.

1. B.C.Construction \$16,544.00 plus HST
2. W. Schwindt & Sons \$15,336.00 plus HST

Moved by: Mayor Ray Tout

Seconded by: Councillor Mark Goetz

The Building and Property Committee recommends to Council that the quotation received from W. Schwindt and Sons Building Contractors in the amount of \$15336 + HST for the replacement of Kenilworth Municipal Office Roof be accepted.

Carried

Former Sacred Heart Catholic School Roof Quotes

Lori Heinbuch, CAO/Clerk to contact Ontario Realty Corporation regarding terms of their lease agreement as it pertains to capital costs.

Other Business

Mount Forest Community Centre (Mount Forest Victory Church)

Discussion took place regarding Pastor Harry Engel of the Mount Forest Victory Church inquiry regarding tax assessment. Lori Heinbuch, CAO/Clerk to respond to Pastor Harry Engel regarding tax assessment exemptions.

Former Arthur Municipal Office- Barrier Free Ramp – Application CIIF

Moved by: Mayor Ray Tout

Seconded by: Councillor Mark Goetz

THAT Chief Building Official Darren Jones submit an application for Community Infrastructure Improvement Fund (CIIF) funding on behalf of the Township of Wellington North for renovations to the Former Arthur Municipal Office 146 George Street Arthur, Ontario with respect to the construction of a barrier free ramp.

Carried

Fortification of Land By-law –proposed changes

Discussion took place regarding the changes made to the Fortification of Land By-law. The Building and Property Committee recommends the final copy be forwarded directly to Council for their consideration with respect to adoption.

Building Permit Monthly Report

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

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

Carried

Date of Next Meeting

September 19, 2012 at 9:00 a.m.

Motion to adjourn

Moved by: Darren Jones, Chief Building Official
Seconded by: Patty Wright, Building Inspector

THAT the meeting adjourn at 10:05 a.m.

Carried

TOWNSHIP OF WELLINGTON NORTH

FIRE COMMITTEE MEETING MINUTES

August 21st, 2012 – 7:00 pm - Council Chambers

Members Present: Dan Yake - Councillor
Jim Morrison, Arthur Fire Chief
Troy Lawlor, Arthur Deputy Fire Chief
Ron MacEachern, Mount Forest Fire Chief

Also Present: Michelle Stone, Administration Support

Absent: Mark Goetz – Chair (Councillor)
Bill Heiber, Mount Forest Deputy Fire Chief

Meeting was called to order at 7:00 pm.

1. Declarations of Pecuniary Interest

- None declared.

2. Approval of Minutes from June 26th, 2012 Minutes

Moved By: Ron MacEachern

Seconded by: Troy Lawlor

THAT the Minutes from the June 26th, 2012 be accepted.

Carried

3. Business Arising

- Fire Agreements with Other Municipalities

There is a need to review the existing agreements and bring them up to date. Ron MacEachern will contact Phil Schwartz from West Grey to see if they are looking at any changes. Copies of both will be reviewed at the next Committee Meeting.

- Insurance Coverage Information

Insurance coverage for the Firefighters by Township – Copies of the VFIS and the Township coverage were made available to the Fire Chiefs and Deputy Chiefs. They will bring back any questions they have to the September meeting.

- New Tanker Update

The Fire Chiefs and Deputy Chiefs met to finalize their specifications for the purchase of new tankers.

Moved By: Ron MacEachern

Seconded by: Troy Lawlor

THAT the Committee recommend to Council that the Fire Chief for the Arthur Station and the Mount Forest Station proceed with the tender process for the purchase of two new tankers.

Carried

- 2012 Fire Department Budget for each Fire Station
Copies were distributed to the Fire Chiefs for their information. The Treasurer Mike Givens will be invited to the next meeting to address any questions or concerns.
- Draft of Job Description for Fire Chief (for information only)
Both Chiefs and Deputy Chiefs received copies of the draft of the Fire Chief Job Description. This is for their information only.

4. New Business – deferred to next meeting

- Memorandum of Understanding for the Activation of Tiered Response
To be reviewed by CAO Lori Heinbuch and Chair Mark Goetz with respect to signing.

5. Announcements

- A donation of Teddy Bears was made to the two Fire Stations on behalf of Tim Horton's through Mark Vines. Michelle will do a Letter of Thanks from both departments and have both chief's sign and Committee Chair.
- Jim Morrison inquired as to how the Fire Department should address requests to use their equipment, for example - baseball tournaments' request to wash down ball diamonds, Fall Fairs request to water down track, Optimists Club in Arthur to flood the outdoor rink they sponsor for the community. Dan Yake did not see that those requests would present a problem, but that the recreation staff should be advised and that they should have the request in writing.
- The new flashes for uniforms are 80% done and look great. A thank you should go to Troy Lawlor for his work on getting these.

6. Next Meeting

- The next meeting will be on Tuesday, September 18th, 2012

7. Adjournment

Moved: Jim Morrison
Seconded: Troy Lawlor

THAT the meeting be adjourned at 8:05 pm

Carried



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

File No. 04049

May 24, 2012

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

Attention: Lori Heinbuch, CAO/Clerk

RE: Albert Street Estates Subdivision (Mount Forest)
-- Preliminary Acceptance of Stages 1, 2 & 3 of Phase 2 --
-- Reduction in Securities --

Preliminary Acceptance of Stages 1, 2 & 3 of Phase 2

Reeves Construction has requested Preliminary Acceptance for Stages 1, 2 & 3 of Phase 2. We are in receipt of documentation from the Developer, their Engineer (Genivar), the Township Water Department, and Wellington North Power, which includes the following:

- A May 14, 2012, certification letter from Genivar
- A Genivar testing summary which indicates watermain flushing/swabbing was completed, chlorination/dechlorination was confirmed by the Township water department and a tracer wire connectivity test was completed.
- Watermain pressure and bacteriological test results
- A May 17, 2012, email from the Township's Water Department, confirming their satisfaction with all of the water works installations.
- CMT September 13, 2011, subgrade compaction testing results
- CMT April 16, 2012, subbase (Granular "B") compaction testing results
- CMT April 16, 2012, subbase (Granular "A") compaction testing results
- Compressive concrete test results for the curbing that was poured on November 26, 2011.
- Sieve analyses results for the granular road base materials were not provided; however, Reeves advises the material is from the same pit as Phase 1.
- Asphalt (HL4) mix design
- Concrete mix design was not provided; however, Reeves advises the Phase 1 mix design was used for Phase 2.
- DVD and summary report of sanitary sewer camera (CCTV) inspections (**Note: We cannot view the digital file for the MH 2A to MH 3A section – Reeves need to provide us with a new DVD with non-corrupt files**).
- Storm sewer deflection (mandrel) test results

- A May 10, 2012, deficiency list prepared by Genivar.
- All utilities are installed, based on our May 23rd site meeting.
- An ESA certificate for the Phase 2 electrical and street lights
- An April 23, 2012, letter from Wellington North Power indicating their satisfaction with the Phase 2 electrical distribution system (including street lights).
- A copy of the Developer's Statutory Declaration Re: Payment of Accounts, with a witness date of May 14, 2012 (copy enclosed)

A copy of the Developer's Statutory Declaration Re: Liens & Liabilities was not submitted.

If you require any of the foregoing documentation that is not enclosed, please contact us.

Subsequent to the developer's review of the sanitary sewer camera inspection, a repair was made to one service connection (opposite Lot 26). This should be reviewed at the time of the next camera inspection which is to occur prior to applying the surface lift of asphalt.

In addition to the items listed in Genivar's deficiency list (many having now been addressed by Reeves), there are some outstanding documentation submissions yet to be made by the developer prior to Final Acceptance being granted, including As Recorded drawings (to also show where geotextile was used beneath the Phase 1 roadway), O&M instructions for the Stormceptor structure, and the 28-day concrete compressive strength test results for Phase 1.

Based on available documentation and our May 23, 2012, site review, it is our opinion that Council could pass a resolution to grant Preliminary Acceptance of Stages 1, 2 & 3 of Phase 2 of the Albert Street Estates Subdivision **subject to Reeves Construction first submitting to the Township payment for their contribution to future London Road upgrades, in the amount of \$75,918.12 (see Provision 6 of Schedule "M" of the Subdivision Agreement) and subject to Reeves Construction submitting to the Township a completed Statutory Declaration Re: Liens & Liabilities form.**

Securities

By resolution of Council dated July 25, 2011, the Township approved reductions in securities to the following amounts:

Phase 1	\$ 88,652.16
Phase 2	<u>\$322,889.23</u>
Total	\$411,541.39

On behalf of the developer, Genivar has now submitted a May 14, 2012, request for a further reduction in securities. Their submission included a summary of their calculated remaining securities value (dated May 2012) and detailed securities estimate breakdowns for Phases 1 & 2 (dated May 2012).

The developer's engineer proposes only a minor reduction (of \$1,637.34) in the Phase 1 securities amount. This minor adjustment is reasonable.

We are in general agreement with respect to Genivar's Phase 2 securities reduction estimates. However, since we assume the Township will grant Preliminary Acceptance at the same time as the requested securities reduction, the maintenance holdback amount can be reduced to 10% of the value of work completed rather than using 20%. Therefore, we propose the following securities amount be retained for Phase 2:

Work remaining (as per Genivar):	\$ 76,681.12
10% maintenance period holdback:	\$ 28,756.34
Total Phase 2 securities to retain:	\$105,437.46

In summary, it is our opinion that the value of securities can be reduced to the following amounts:

Phase 1	\$ 87,014.82
Phase 2	\$105,437.46
Total	\$192,452.28*

*Note: This amount to be a minimum of \$30,000 until Final Acceptance of all Phases.

Summary

Based on available information, it is our opinion that the Township could pass the following resolution:

THAT the Council of the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Albert Street Estates Subdivision (Ruby's Crescent) in the community of Mount Forest, Preliminary Acceptance for Stages 1, 2 & 3 of Phase 2 subject to Reeves Construction first submitting payment to the Township for their contribution to future London Road upgrades, in the amount of \$75,918.12, and subject to Reeves Construction submitting to the Township a completed Statutory Declaration Re: Liens & Liabilities form.

AND FURTHER that the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Albert Street Estates Subdivision in the community of Mount Forest, reductions in the securities to the following amounts, subject to Reeves Construction first submitting payment to the Township for their contribution to future London Road upgrades, in the amount of \$75,918.12, and subject to Reeves Construction submitting to the Township a completed Statutory Declaration Re: Liens & Liabilities form.:

<i>Phase 1:</i>	<i>\$ 87,014.82</i>
<i>Phase 2:</i>	<i>\$105,437.46</i>
<i>Total Securities to retain:</i>	<i>\$192,452.28</i>

Note: delete the above underlined wording from the resolution if the Township will accept Reeves Construction's May 16, 2012, request.

If you have any questions, please contact us.

Yours very truly,

B. M. ROSS AND ASSOCIATES LIMITED

Per



Frank C. Vanderloo, P. Eng.

FCV:fcv
Encls.

cc (by email): Bob Reeves (Reeves Construction); Mike Humphries (Genivar);
Gil Deverell; Darren Jones; Dale Clark; Barry Trood



COUNTY OF WELLINGTON NOTICE OF OPEN HOUSES

5-Year Review of Wellington County Official Plan

PURSUANT to Sections 17 and 26 of the *Planning Act*, R.S.O., 1990, as amended, the Corporation of the County of Wellington will hold three public Open Houses regarding a proposed amendment to the Wellington County Official Plan as a result of the Official Plan 5-Year Review (Official Plan Amendment 81). Open Houses will be held as follows:

Thursday, September 6, 4:00 pm to 8:00 pm at the Fergus Sportsplex, 550 Belsyde Avenue, Fergus

Monday, September 10, 4:00 pm to 8:00 pm at the Rockmosa Community Centre, 74 Christie Street, Rockwood

Wednesday, September 12, 4:00 pm to 8:00 pm at the Harriston Public Library, 88 Mill Street, Harriston

THE PURPOSE AND EFFECT OF THE PROPOSED OFFICIAL PLAN AMENDMENT is to revise the Official Plan to ensure that it addresses provincial policy and plans, and areas of concern or interest identified through the 5-Year Review. The proposed amendment would add or amend policies and/or schedules related to:

- New policies and schedules to conform with the Greenbelt Plan;
- Provincial legislation updates – key changes include:
 - complete applications and pre-consultation;
 - Exterior design matters relating to Site Plan control; and
 - removal of municipal planning authority over alternative and renewable energy systems.
- Rural industrial and highway commercial policies in the Rural System;
- Cultural heritage resource policies:
 - expanded policy direction about cultural heritage landscapes; and
 - additional wording on mitigation measures in Heritage Impact Assessments.
- Settlement boundary corrections;
- Environmental policies and mapping – key changes include:
 - Greenlands System natural features and natural hazards map updates;
 - change the area criterion for significant woodlands from 10ha to 4ha in the Rural System, and from 10 ha to 1ha in the Urban System;
 - policies about restoration , enhancement, and stewardship; and
 - identification and protection of the Paris and Galt moraines.
- Expand and refine mineral aggregate resource area mapping;
- Wording changes that reflect the definition of "infrastructure" in the Provincial Policy Statement and County Official Plan; and
- Other changes of a technical or housekeeping nature.

THE SUBJECT PROPERTY is the County of Wellington, and therefore a key map is not provided with this notice.

THE PURPOSE OF THE OPEN HOUSES is to provide the public with an opportunity to review and discuss the draft amendment with County Planning staff. The public is also welcome to raise and discuss other planning policy topics not included in the draft amendment. Comment forms will be available for written input. There will be no formal presentations.

THE OPPORTUNITY TO MAKE A FORMAL ORAL PRESENTATION will be provided at a formal Public Meeting to be held at a later date. Written submissions will be accepted any time up to Council adoption of the amendment. Send your comments by e-mail to OPA81@wellington.ca or by regular mail addressed to Mark Paoli, Senior Planner, Planning and Development Department, at the address below.

COPIES OF THE PROPOSED OFFICIAL PLAN AMENDMENT and display materials will be available for your review at the Open Houses. Prior to the Open Houses you may obtain a copy of the draft amendment as follows:

- Download a copy of the draft amendment at: www.county.wellington.on.ca/en/business/fiveyearreview.asp
- Obtain paper copies of the draft amendment in person from the Planning and Development Department during regular business hours at the address below or call 519.837.2600 x 2160 and we will mail it to you.

IF YOU WISH TO BE NOTIFIED OF THE ADOPTION of the proposed official plan amendment or of the refusal of a request to amend the Official Plan, you must make a written request to the Clerk of the County of Wellington (address below).

IF A PERSON OR PUBLIC BODY does not make an oral presentation at a public meeting or a written submission to the County of Wellington before the proposed amendment is adopted, the person or public body is not entitled to appeal the decision of the Ministry of Municipal Affairs and Housing to the Ontario Municipal Board. Also, the person or body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board, unless in the opinion of the Board, there are reasonable grounds to do so.

For additional information about the 5-Year Review please contact Mark Paoli at 519.837.2600 x 2120 or visit the County website at www.county.wellington.on.ca/en/business/fiveyearreview.asp.

Dated at the City of Guelph this 9th day of August, 2012.

Donna Bryce, Clerk
County of Wellington
Administration Centre
74 Woolwich Street
Guelph ON N1H 3T9

ALTERNATE FORMATS OF THIS NOTICE ARE AVAILABLE UPON REQUEST



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

BY-LAW NUMBER 60-12

**BEING A BY-LAW TO AUTHORIZE AN ENCROACHMENT
AGREEMENT ONTO FERGUS STREET (MOUNT FOREST) (256
Fergus Street South – Coutts)**

WHEREAS The Corporation is a lower tier municipality and Subsection 11(3) of the Municipal Act, 2001 as amended (hereinafter called "the Act") authorizes it to pass by-laws with respect to matters within the highways sphere of jurisdiction.

AND WHEREAS there is a closed-in porch attached to the semi-detached single family residence at 256 Fergus Street South, Mount Forest, Ontario that encroaches in part onto Fergus Street and the owners have requested the Township to allow the encroachment to continue and the Township is prepared to do so on specified terms.

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

1. That The Corporation of the Township of Wellington North shall enter into an encroachment agreement with Alastair Robert Coutts and Elizabeth Coutts in the form of the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk are hereby authorized and directed to sign the said Agreement on behalf of Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

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

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 60-12
SCHEDULE 1**

THIS AGREEMENT made as of the _____ day of _____, 2012.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
hereinafter called "Wellington North"

OF THE FIRST PART

-and-

ALASTAIR ROBERT COUTTS and ELIZABETH COUTTS
hereinafter called "the Owners"

OF THE SECOND PART

WHEREAS the Owners are the owners of the property at 256 Fergus Street South, Mount Forest, Ontario being Part of Lot 25, east of Fergus Street according to the Plan for the Town of Mount Forest and shown as Parts 1 and 2 on Deposited Reference Plan of Survey 60R2298 ("the property").

AND WHEREAS there is a semi-detached single family residence situated on the property attached to which is an existing closed-in front porch area which partially encroaches onto the municipal street known as Fergus Street.

AND WHEREAS the encroachment is comprised of a rectangular area of Fergus Street measuring 1.53 feet westerly from the easterly limit of Fergus Street and 10 feet more or less wide as indicated in the Reference Plan of Survey prepared by Alex R. Wilson, Ontario Land Surveyor and deposited on the title to the property on November 18, 1985 as Plan 60R2298 ("the encroachment area").

AND WHEREAS the Owners have requested Wellington North to enter into an agreement allowing the continuation of the encroachment and Wellington North is willing to do so upon the limitations and terms of this Agreement.

IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Wellington North will allow the said existing closed-in front porch encroachment into the encroachment area as a licence for such period of time as it and the said semi-detached residence continue to exist.
2. In the event that the said semi-detached residence becomes demolished then the Owners shall forthwith terminate the encroachment by removing it from the encroachment area.
3. The Owners shall not replace the said existing closed-in porch with a new or different porch, but they may repair or renovate it from time to time during the lifetime of the said semi-detached residence.

4. The said encroachment into the encroachment area shall be maintained by the Owners in sound, neat and safe condition and the Owners agree and acknowledge that, in consideration for Wellington North entering into the within Agreement, they have no proprietary interest whatsoever in Fergus Street and they undertake and agree not to make at any time any claim or demand regarding any interest in Fergus Street apart from the rights given and limited by this Agreement.
5. The Owners will indemnify and save Wellington North harmless from all claims for damages sustained by any person by reason of the permission granted herein in respect of the said encroachment into the encroachment area, and covenant that they will have in place a policy of general liability insurance covering the Owners and the property and including the said porch encroachment in an amount at least equal to the sum of \$1,000,000.00 inclusive of all injuries or death to persons and damage to the property of others arising from any one occurrence.
6. The Owners consent to the registration of Notice of this Agreement on the title to the property.
7. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, estate trustees and assigns.

IN WITNESS WHEREOF Wellington North has signed this Agreement through its authorized officers.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Per:

Mayor, Raymond Tout

Clerk, Lorraine Heinbuch

IN WITNESS WHEREOF Alastair Robert Coutts and Elizabeth Coutts have signed this Agreement.

Witness

Alastair Robert Coutts

Witness

Elizabeth Coutts, by her attorney, Kevin Coutts

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 61-12

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

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

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

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

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

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

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

1. **THAT** an agreement with Crawford Funeral Services Limited, 243 George Street South, Arthur, Ontario, N0G 1A0 in the form of the draft agreement attached hereto as Schedule "A" to this by-law, which authorizes certain of the employees of the Funeral Home to act as non-exclusive sales representatives for the Services, subject to the terms and conditions set forth in this Agreement by the Township of Wellington North to Crawford Funeral Services Limited is hereby ratified and confirmed.
2. **THAT** the Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

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

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF AUGUST, 2012.***

**Raymond Tout,
MAYOR**

**Lorraine Heinbuch,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 61-12

SCHEDULE "A"

AUTHORIZED REPRESENTATIVE AGREEMENT

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

BETWEEN:

Crawford Funeral Services Limited
243 George Street
Arthur, Ontario, N0G 2L0 (the "**Funeral Home**")

AND

The Corporation of the Township of Wellington North
Mount Forest Cemetery
Southgate Sideroad 41,
Mount Forest, Ontario (the "**Cemetery**")

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

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

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

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

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

Appointment of Authorized Sales Representatives

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

Future Appointment of Authorized Sales Representatives

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

Responsibilities of the Funeral Home

During the term of this Agreement, the Funeral Home:

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

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

Responsibilities of the Cemetery

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

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

Documentation and Marketing Material

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

Term and Termination

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

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

Relationship of Parties

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

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

General

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

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

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

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

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

The Corporation of the
Township of Wellington North
Mount Forest Cemetery

Raymond Tout
Mayor

Lorraine Heinbuch
Chief Administrative Officer/Clerk

We have authority to bind the Corporation

Crawford Funeral Services Limited

William J. Crawford
President

I have authority to bind the Corporation

AUTHORIZED REPRESENTATIVE AGREEMENT

SCHEDULE "A"

SCHEDULE OF AUTHORIZED SALES REPRESENTATIVES

William J. Crawford – Licence # 202228

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 62-12

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Lot 3, Concession EOSR, geographic
Township of Arthur, Township of Wellington North, 9851
Highway 6 – Hewvilla Farms Inc.)**

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" to By-law 66-01 is amended by changing the zoning on lands described as Lot 3, Concession EOSR, Geographic Township of Arthur, as shown on Schedule "A" attached to and forming part of this By-law from: **Agricultural Exception (A-1) to Agricultural Exception (A-120)**.
2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

<p>33.120 Lot 3, Conc. EOSR</p>	<p>A-120</p>	<ol style="list-style-type: none"> 1. Notwithstanding Section 33.1 of this by-law, a new livestock operation for the breeding of horses is permitted in this zone. 2. Notwithstanding Sections 8.4.1 of this by-law, a second dwelling is permitted in this zone. 3. Notwithstanding Section 8.4.3 of this by-law, the second dwelling may be located outside of the farm building cluster, in the approximate location as depicted on the Alex Wilson sketch of June 25, 2012, and gain access from Side Road 2E.
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
27TH DAY OF AUGUST, 2012.**

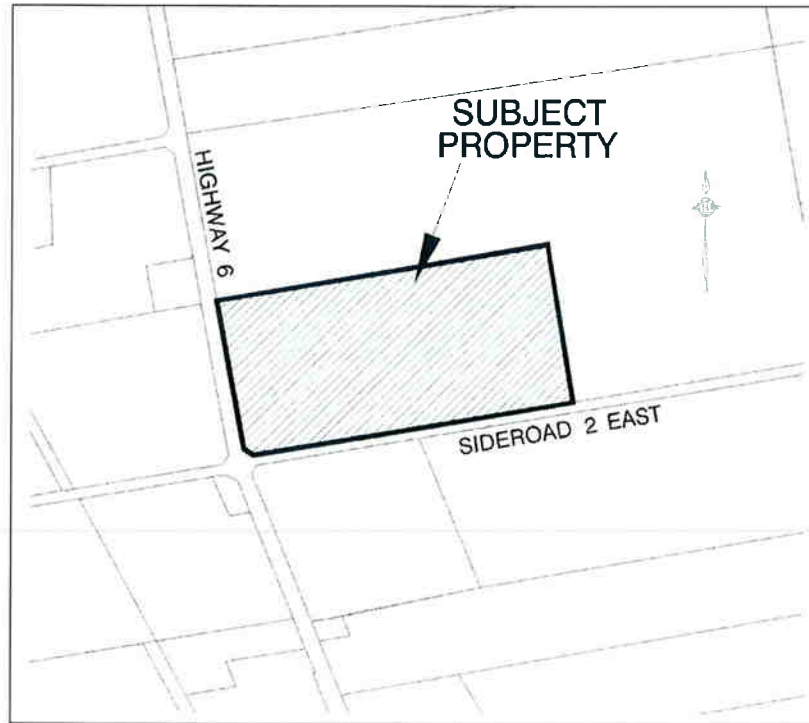
**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 62-12

Schedule "A"



Rezone from Agricultural Exception (A-1) to Agricultural Exception (A-120)

**This is Schedule "A" to By-law No. 62-12
Passed this 27th day of August, 2012**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 62-12

Location of the Subject Land

The property subject to the proposed amendment is described as Lot 3, Concession EOSR, geographic Township of Arthur, Township of Wellington North. The property has a municipal address of 9851 Highway 6, and is 48.5 acres in size.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a second dwelling on the property, to provide for help on a breeding farm for Standard Bred horses. The second dwelling is to be located in the eastern portion of the property and gain access via Sideroad 2E.

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

BY-LAW NUMBER 63-12

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Lot 9, Concession 19, Geographic
Township of Peel, Township of Wellington North, 7963
Wellington Road 109, Laverne White Farms Ltd.)**

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" to By-law 66-01 is amended by revising the zoning on the subject lands described as Lot 9, Concession 19, Geographic Township of Peel, Township of Wellington North, from Agricultural Exception (A-1) and Agricultural Commercial Exception (AC-57) to a revised Agricultural Commercial Exception (AC-57) zone, as shown on Schedule "A" attached to and forming part of this By-law.

2. THAT Section 33.57, Exception Zone 3 – Rural Areas, is amended by revising the regulations for Subsections 33.57 (a) and (b) as follows:
 - In subsection (a), the setback of 95 m. (311.7 ft) from the lot line of Wellington Rd 12 is deleted and replaced with a setback of 55 m. (180 ft.)

 - In subsection (b), the total ground floor area of 908.1 sq. m. (9,775 sq. ft.) is deleted and replaced with a total ground floor area of 9,996 sq. m. (107,600 sq. ft.).

3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
27TH DAY OF AUGUST, 2012.**

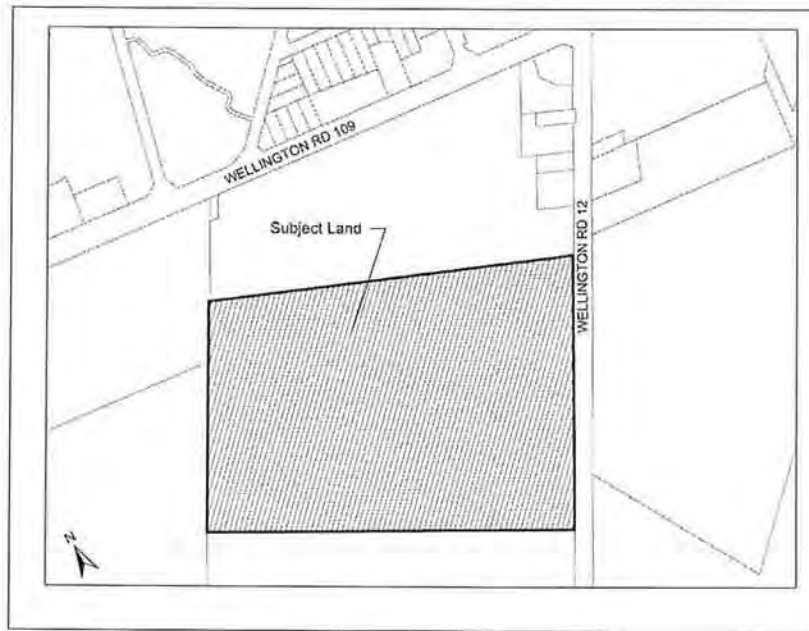
**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 63-12

Schedule "A"



Revised Agricultural Commercial Exception (AC-57) Zone

**This is Schedule "A" to By-law No. 63-12
Passed this 27th day of August, 2012**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 63-12

LOCATION OF THE SUBJECT LAND

The property subject to the proposed amendment is described as Lot 9, Concession 19, geographic Township of Peel, Township of Wellington North. The property has a municipal address of 7963 Wellington Road 109. Approximately 64 acres of the property is subject to the rezoning.

PURPOSE AND EFFECT OF THE APPLICATION

The Agricultural Commercial (AC-57) zone for Alltreat's composting operation is being expanded to the west to include the stormwater treatment ponds, as originally approved by the Township of Peel. Relief is provided for the existing coverall building which is located 55 m. from Wellington Road 12, rather than 95 m. as required in the current by-law. The total ground floor area for all buildings is corrected, to that originally approved by Peel Township, and slightly expanded to 9,996 sq. m. This will permit the construction of a 4,645 sq. m. receiving building, which is to enclose the area where organic materials are received and mixed. By enclosing these materials, it will enable odours to be trapped and processed by air pollution control equipment. This will have the positive effect of odour reduction. The increased floor area will also permit an administration building in the future of 836 sq. m., which will also include a scalehouse, washroom, changeroom and lunchroom.

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

BY-LAW NUMBER 64-12

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part of Park Lot 5, N/S Smith Street,
Crown Survey, Village of Arthur - Rooney)**

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 2 to By-law 66-01 is amended by changing the zoning on lands described as Part of Park Lot 5, N/S Smith Street, Crown Survey, as shown on Schedule "A" attached to and forming part of this By-law from **Residential (R1B)** to **Residential (R1C)**.
2. 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.
3. 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
27TH DAY OF AUGUST, 2012.**

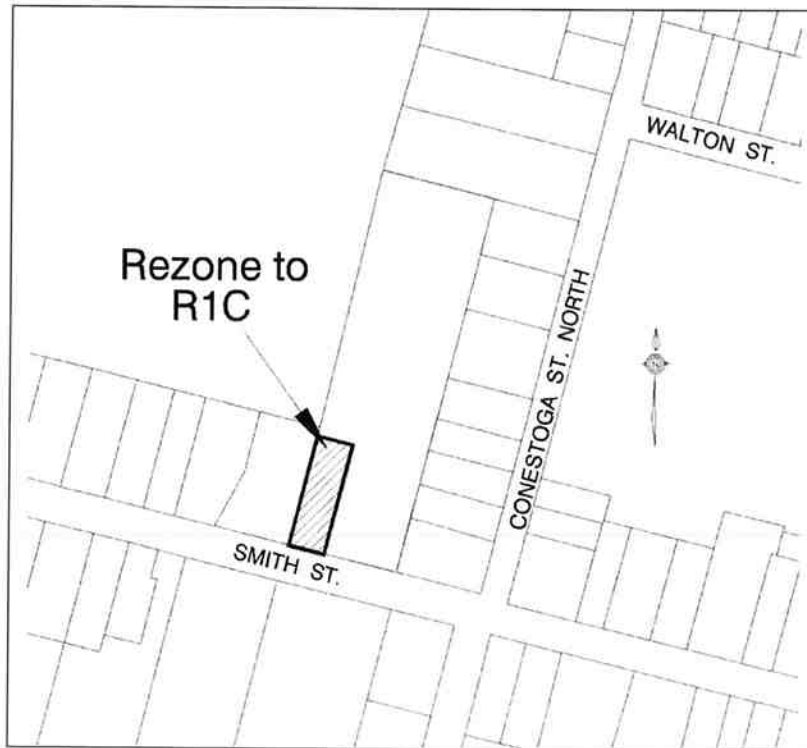
**RAYMOND TOUT,
MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 64-12

Schedule "A"



Rezoned from R1B to R1C

**This is Schedule "A" to By-law No. 64-12
Passed this 27th day of August, 2012**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

EXPLANATORY NOTE

BY-LAW NUMBER 64-12

THE LOCATION being rezoned is legally described as Part of Park Lot 5, N/S Smith Street, Crown Survey, and is located on Smith Street in the Village of Arthur. The land subject to the rezoning is approximately 1174 sq.m. (12,638 sq.ft.) in size.

THE PURPOSE AND EFFECT of the amendment is to rezone a portion of the property to Residential R1C to reflect the frontage of the lands created by consent application B71/11. This rezoning is a condition of severance, which was granted provisional approval by the Wellington County Land Division Committee.

Lorraine Heinbuch
Clerk / CAO
Township of Wellington North

August 22, 2012,

Dear Ms. Heinbuch,

On behalf of the Mount Forest Kin Club I am writing to you to obtain permission from the Township to hold our annual Fall Road Toll.

As you may recall, this event is held on the Thanksgiving long weekend. This year we are proposing to run the event on the following days and times:

Friday October 5 – 4pm to 8 pm

Saturday October 6 - 8am to 1 pm

We are proposing to use the same routes and traffic control procedures as we successfully used in the spring (i.e., near the intersection of highway 6 and 89.)

I have arranged for our insurance company to fax you a copy of our insurance policy and to include the Township of Wellington North as “additional insured.”

If you have any questions please contact me at 519-884-0710 x3131 or email me (pbarnard@wlu.ca).

Thank-you

Paul Barnard
Risk Manager
Mount Forest Kin Club

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

BY-LAW NUMBER 65-12

BEING A BY-LAW TO PERMIT FUNDRAISING ACTIVITIES BY A CHARITABLE ORGANIZATION ON A ROADWAY UNDER THE SAFE STREETS ACT, S.O. 1999 IN THE TOWNSHIP OF WELLINGTON NORTH. (Mount Forest Kin Club Fall Road Toll – Main Street, Mount Forest)

AUTHORITY: Safe Streets Act, 1999, S.O. 1999, Chapter 8, as amended, Section 3(3).
Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 11(3)

WHEREAS Section 3(3) of the Safe Streets Act, 1999, S.O. 1999, Chapter 8, as amended, permits charitable organizations to conduct fund-raising activities on roadways where the maximum speed limit is 50 kilometres per hour, provided the activities are permitted by a by-law of the municipality in which the activities are conducted;

WHEREAS Section 11(3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides for passing of a by-law with respect to highways, including parking and traffic thereon for such period as shall be specified in the by-law;

AND WHEREAS the Mount Forest Kin Club is planning to hold their annual Fall Road Toll event on October 5, 2012 between the hours of 4:00 p.m. and 8:00 p.m. and on October 6, 2012 between the hours of 8:00 a.m. and 1:00 p.m.;

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

1. That the Mount Forest Kin Club is hereby permitted to hold their annual Fall Road Toll event on October 5, 2012 between the hours of 4:00 p.m. and 8:00 p.m. and on October 6, 2012 between the hours of 8:00 a.m. and 1:00 p.m. on Main Street South, Mount Forest between Queen Street and Parkside Drive.
2. That the Mount Forest Kin Club is hereby permitted to hold their annual Fall Road Toll event on October 5, 2012 between the hours of 4:00 p.m. and 8:00 p.m. and on October 6, 2012 between the hours of 8:00 a.m. and 1:00 p.m. on Queen Street East, Mount Forest between Main Street and Fergus Street.

3. That the Mount Forest Kin Club is hereby permitted to hold their annual Fall Road Toll event on October 5, 2012 between the hours of 4:00 p.m. and 8:00 p.m. and on October 6, 2012 between the hours of 8:00 a.m. and 1:00 p.m. on Queen Street West, Mount Forest between Main Street and John Street.
4. 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 27TH DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 66-12

**BEING A BY-LAW TO AUTHORIZE AN EXTENSION AGREEMENT
WITH RESPECT TO TAX ARREARS PROCEEDINGS.**

WHEREAS The Corporation of the Township Wellington North registered on the 22nd day of June, 2012 a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this By-law;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

AND WHEREAS the Owner has requested the municipality to authorize an Extension Agreement;

AND WHEREAS the statutory period within which such a By-law may be enacted has not elapsed;

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

1. **THAT** an agreement be entered into by The Corporation of the Township of Wellington North with Rainer Knickmann, Owner(s) of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached to this By-law;
2. **THAT** the Extension Agreement shall be in substantially the same form as the draft Extension Agreement attached hereto as Schedule "B" and the Mayor and the Clerk are hereby authorized and directed to execute the Extension Agreement on behalf of Wellington North;
3. **THAT** the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27th DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

SCHEDULE "A"
TO BY-LAW NUMBER 66-12

DESCRIPTION OF THE LAND

Lot 25, RCP 408, Mount Forest; Wellington North, having property identifier number 71059-0046 LT.

SCHEDULE "B"
TO BY-LAW NUMBER 66-12

EXTENSION AGREEMENT

This Agreement made this 23rd day of **August, 2012**, pursuant to Section 378 of the *Municipal Act, 2001, S.O. 2001, c. 25*

BETWEEN:

The Corporation of the Township of Wellington North
(Hereinafter called the "Corporation")
and
Rainer Knickmann,
(Hereinafter called "the Owner(s)")

WHEREAS the Corporation has by By-law 65-12 being a By-law to authorize an Extension Agreement with respect to Tax Arrears Proceedings, authorized an Extension Agreement with the Owner(s) to extend to March 15, 2015 the payment period for the cancellation price payable in respect of the Land described in Schedule "A" attached hereto, hereinafter referred to as "the Land;"

NOW THEREFORE the Authority and Owner agree as follows:

1. The Authority will extend to March 15, 2015 the payment period for the cancellation price payable in respect of the land.
2. The Owner(s) will pay:
 - (a) As they become due, all real property taxes levied on the Land that became due and payable during the term of this Agreement; and
 - (b) All payments to Wellington North in accordance with Schedule "B" attached hereto; and
 - (c) Not later than 30 days following the due date of the last payment per Schedule "B", such additional amount, if any, as is necessary to bring the total amount paid under this agreement up to the amount of the cancellation price payable in respect of the land.
3. As long as this Agreement is a subsisting Agreement, the Authority and its officers will not, except as otherwise provided in this Agreement, enforce the collection of real property taxes that, at the time of entering into this Agreement, are overdue or in arrears in respect of the Land but compliance with this provision does not constitute a waiver of the rights of the Authority or its officers to enforce collection of such taxes in the future if the Owner is in default under this Agreement.

4. If the Owner(s) fails to make payment as required, the Owner(s) is in default and on the day that notice of the default is sent to the Owner(s), this Agreement shall cease to be considered a subsisting Agreement.
5. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the Land by the Owner(s).
6. Notwithstanding paragraphs 2 and 3, the Owner(s) or any other person may pay the cancellation price at any time and this Agreement terminates when the cancellation price is so paid.
7. Notice to the Owner(s) under this Agreement is sufficiently given if sent by registered mail to the Owner(s) at the following address:

531 Oakview Cres.,
SS2
Mount Forest, ON N0G 2L2

In witness whereof the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Signature of Owner

Witness

Signature of Owner

Witness

Signature of Head of Council

Witness

Signature of Clerk
Or Other Authorized Employee

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

Payment #	Payment Date	Payment Amount
1	September 15, 2012	\$500.00
2	October 15, 2012	\$500.00
3	November 15, 2012	\$500.00
4	December 15, 2012	\$500.00
5	January 15, 2013	\$500.00
6	February 15, 2013	\$500.00
7	March 15, 2013	\$500.00
8	April 15, 2013	\$500.00
9	May 15, 2013	\$500.00
10	June 15, 2013	\$500.00
11	July 15, 2013	\$500.00
12	August 15, 2013	\$500.00
13	September 15, 2013	\$500.00
14	October 15, 2013	\$500.00
15	November 15, 2013	\$500.00
16	December 15, 2013	\$500.00
17	January 15, 2014	\$500.00
18	February 15, 2014	\$500.00
19	March 15, 2014	\$500.00
20	April 15, 2014	\$500.00
21	May 15, 2014	\$500.00
22	June 15, 2014	\$500.00
23	July 15, 2014	\$500.00
24	August 15, 2014	\$500.00
25	September 15, 2014	\$500.00
26	October 15, 2014	\$500.00
27	November 15, 2014	\$500.00
28	December 15, 2014	\$500.00
29	January 15, 2015	\$500.00
30	February 15, 2015	\$500.00
31	March 15, 2015	\$264.88
	Total payments applied to the account over the term of the agreement	\$15,264.88
<p align="center">Plus all further taxes, penalties and interest levied on the land as they become due and payable during the term of this Agreement.</p>		

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

BY-LAW NUMBER 67-12

**BEING A BY-LAW TO AUTHORIZE AN EXTENSION AGREEMENT
WITH RESPECT TO TAX ARREARS PROCEEDINGS.**

WHEREAS The Corporation of the Township Wellington North registered on the 12th day of September, 2011 a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this By-law;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

AND WHEREAS the Owner has requested the municipality to authorize an Extension Agreement;

AND WHEREAS the statutory period within which such a By-law may be enacted has not elapsed;

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

1. **THAT** an agreement be entered into by The Corporation of the Township of Wellington North with Ricky Donald Gowing and Lorina Lynn Guertin, the Owner(s) of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached to this By-law;
2. **THAT** the Extension Agreement shall be in substantially the same form as the draft Extension Agreement attached hereto as Schedule "A" and the Mayor and the Clerk are hereby authorized and directed to execute the Extension Agreement on behalf of Wellington North;
3. **THAT** the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27th DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

SCHEDULE "A"
TO BY-LAW NUMBER 67-12

DESCRIPTION OF THE LAND

Lot 31, Clarke's Survey, Arthur Village, Wellington North,
151 Adelaide Street
having property identifier number 71097-0058 LT.

SCHEDULE "B"
TO BY-LAW NUMBER 67-12

EXTENSION AGREEMENT

This Agreement made this **23rd** day of **August**, 2012, pursuant to Section 378 of the *Municipal Act, 2001, S.O. 2001, c. 25*

BETWEEN:

The Corporation of the Township of Wellington North
(Hereinafter called the "Corporation")

and

Ricky Donald Gowing and Lorina Lynn Guertin,
(Hereinafter called "the Owner(s)")

WHEREAS the Corporation has by By-law 67-12, being a By-law to Authorize an Extension Agreement with respect to Tax Arrears Proceedings, authorized an Extension Agreement with the Owner(s) to extend to May 31, 2014 the payment period for the cancellation price payable in respect of the Land described in Schedule "A" attached hereto, hereinafter referred to as "the Land;"

NOW THEREFORE the Authority and Owner agree as follows:

1. The Authority will extend to May 31 2014 the payment period for the cancellation price payable in respect of the land.
2. The Owner(s) will pay:
 - (a) As they become due, all real property taxes levied on the Land that became due and payable during the term of this Agreement; and
 - (b) All payments to Wellington North in accordance with Schedule "B" attached hereto; and
 - (c) Not later than 30 days following the due date of the last payment per Schedule "B", such additional amount, if any, as is necessary to bring the total amount paid under this agreement up to the amount of the cancellation price payable in respect of the land.
3. As long as this Agreement is a subsisting Agreement, the Authority and its officers will not, except as otherwise provided in this Agreement, enforce the collection of real property taxes that, at the time of entering into this Agreement, are overdue or in arrears in respect of the Land but compliance with this provision does not constitute a waiver of the rights of the Authority or its officers to enforce collection of such taxes in the future if the Owner is in default under this Agreement.

4. If the Owner(s) fails to make payment as required, the Owner(s) is in default and on the day that notice of the default is sent to the Owner(s), this Agreement shall cease to be considered a subsisting Agreement.
5. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the Land by the Owner(s).
6. Notwithstanding paragraphs 2 and 3, the Owner(s) or any other person may pay the cancellation price at any time and this Agreement terminates when the cancellation price is so paid.
7. Notice to the Owner(s) under this Agreement is sufficiently given if sent by registered mail to the Owner(s) at the following address:

151 Adelaide Street, Arthur, ON N0G 1A0

In witness whereof the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Signature of Owner

Witness

Signature of Owner

Witness

Signature of Head of Council

Witness

Signature of Clerk
Or Other Authorized Employee

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

Payment #	Payment Date	Payment Amount
1	September 30, 2012	\$1,000.00
2	October 31, 2012	\$1,000.00
3	November 30, 2012	\$1,000.00
4	December 31, 2012	\$1,000.00
5	January 31, 2013	\$1,000.00
6	February 28, 2013	\$1,000.00
7	March 31, 2013	\$1,000.00
8	April 30, 2013	\$1,000.00
9	May 31, 2013	\$1,000.00
10	June 30, 2013	\$1,000.00
11	July 31, 2013	\$1,000.00
12	August 31, 2013	\$1,000.00
13	September 30, 2013	\$1,000.00
14	October 31, 2013	\$1,000.00
15	November 30, 2013	\$1,000.00
16	December 31, 2013	\$1,000.00
17	January 31, 2014	\$1,000.00
18	February 28, 2014	\$1,000.00
19	March 31, 2014	\$1,000.00
20	April 30, 2014	\$1,000.00
21	May 31, 2014	\$649.68
	Total payments applied to the account over the term of the agreement	\$20,649.68
<p>Plus all further taxes, penalties and interest levied on the land as they become due and payable during the term of this Agreement.</p>		

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

BY-LAW NUMBER 68-12

**BEING A BY-LAW TO AUTHORIZE AN EXTENSION AGREEMENT
WITH RESPECT TO TAX ARREARS PROCEEDINGS.**

WHEREAS The Corporation of the Township Wellington North registered on the 12th day of September, 2011 a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this By-law;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

AND WHEREAS the Owner has requested the municipality to authorize an Extension Agreement;

AND WHEREAS the statutory period within which such a By-law may be enacted has not elapsed;

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

1. **THAT** an agreement be entered into by The Corporation of the Township of Wellington North with Paul Joseph Gerber and Lisa Margaret Krotz, the Owner(s) described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached to this By-law;
2. **THAT** the Extension Agreement shall be in substantially the same form as the draft Extension Agreement attached hereto as Schedule "B" and the Mayor and the Clerk are hereby authorized and directed to execute the Extension Agreement on behalf of Wellington North;
3. **THAT** the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27th DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

SCHEDULE "A"
TO BY-LAW NUMBER 68-12

DESCRIPTION OF THE LAND

Unit 1, Level 3, Wellington North Condominium Plan No. 2; Pt Pk Lots 7 & 8 S Side of Smith St, Crown Survey, Pt 2 60R2055, More Fully Described in Schedule "A" of Declaration RON68042 Amended by RON68340; Village of Arthur, having property identifier number 71997-0022 LT.

SCHEDULE "B"
TO BY-LAW NUMBER 68-12

EXTENSION AGREEMENT

This Agreement made this 23rd day of **August**, 2012, pursuant to Section 378 of the *Municipal Act, 2001, S.O. 2001, c. 25*

BETWEEN:

The Corporation of the Township of Wellington North
(Hereinafter called the "Corporation")

and

Paul Joseph Gerber and Lisa Margaret Krotz,
(Hereinafter called "the Owner(s)")

WHEREAS the Corporation has by By-law 68-12 being a By-law to authorize an Extension Agreement with respect to Tax Arrears Proceedings, authorized an Extension Agreement with the Owner(s) to extend to May 1, 2014 the payment period for the cancellation price payable in respect of the Land described in Schedule "A" attached hereto, hereinafter referred to as "the Land;"

NOW THEREFORE the Authority and Owner agree as follows:

1. The Authority will extend to May 1, 2014 the payment period for the cancellation price payable in respect of the land.
2. The Owner(s) will pay:
 - (a) As they become due, all real property taxes levied on the Land that became due and payable during the term of this Agreement; and
 - (b) All payments to Wellington North in accordance with Schedule "B" attached hereto; and
 - (c) Not later than 30 days following the due date of the last payment per Schedule "B", such additional amount, if any, as is necessary to bring the total amount paid under this agreement up to the amount of the cancellation price payable in respect of the land.
3. As long as this Agreement is a subsisting Agreement, the Authority and its officers will not, except as otherwise provided in this Agreement, enforce the collection of real property taxes that, at the time of entering into this Agreement, are overdue or in arrears in respect of the Land but compliance with this provision does not constitute a waiver of the rights of the Authority or its officers to enforce collection of such taxes in the future if the Owner is in default under this Agreement.

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

Payment #	Payment Date	Payment Amount
1	September 1, 2012	\$500.00
2	October 1, 2012	\$500.00
3	November 1, 2012	\$500.00
4	December 1, 2012	\$500.00
5	January 1, 2013	\$500.00
6	February 1, 2013	\$500.00
7	March 1, 2013	\$500.00
8	April 1, 2013	\$500.00
9	May 1, 2013	\$500.00
10	June 1, 2013	\$500.00
11	July 1, 2013	\$500.00
12	August 1, 2013	\$500.00
13	September 1, 2013	\$500.00
14	October 1, 2013	\$500.00
15	November 1, 2013	\$500.00
16	December 1, 2013	\$500.00
17	January 1, 2014	\$500.00
18	February 1, 2014	\$500.00
19	March 1, 2014	\$500.00
20	April 1, 2014	\$500.00
21	May 1, 2014	\$43.29
	Total payments applied to the account over the term of the agreement	\$10,043.29
<p>Plus all further taxes, penalties and interest levied on the land as they become due and payable during the term of this Agreement.</p>		

Note - This form is to be used by all livestock and poultry owners and valuers.

Section 1 - Identification

Name of Valuer

Last Name

Flewelling

First Name

Gordon

Farm Location (where the damage occurred)

Lot No.

Concession No.

P11 24

Con to WOSR

County/Region/District

Stellington Cty.

Municipality

Wellington North

Vendor Number (to be completed by OMAFRA)

Section 2 - Owner/Business Information

Owner of Livestock/Poultry - Contact Information

Owner Last Name

Murray

Owner First Name

Peter

Social Insurance No. (SIN) or Business No. (BN)

FBR # 2441456

Mailing Address

Unit No.

Street No.

Street Name

Rural Route

PO Box

City/Town

Kensilworth

Province

Ont

Postal Code

N0G 2E0

Email Address

Telephone No.

519-848-2293

Fax No.

Section 3 - Description of Livestock/Poultry Killed or Injured

Description - Include species and breed.

Suffolk cross yearling ewe.

Kill or Injury Date (yyyy/mm/dd)

Description of Injuries Sustained - Attach photographs (3-6) of the injured livestock/poultry to indicate attack site, wounds and other pertinent evidence.

Ewe's throat chewed & entrails partially eaten.

Section 4 – Description of Predator

Description – Species

Coyote

Description of the supporting evidence

The lungs, heart & liver were devoured. Coyotes typically eat these portions of the carcass first

Section 5 – Valuation

Species	Number of Head(s)	Live Weight (lb or kg)	Market Price (lb or kg)	Additional Value Over Market*	Veterinary Costs for Injured Animals	Total Value of Animal	Less Amount to be Claimed by Insurance	Compensation Applied For **
<i>Suffolk cross</i>	<i>1</i>	<i>100 lb.</i>	<i>1.50/lb</i>			<i>150.-</i>		<i>150.-</i>
Total Compensation Applied For (\$)								<i>150.-</i>

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

** Total Compensation applied for must not exceed the program limit (% coverage and per species maximum).

Section 6 – Reasonable Care

Risk Assessment

Current Regional Predation Risk is

High Medium Low

Regional Risk of Predation is

Increasing Stable Decreasing

Predation on this farm is

1st incident 1 claim/year 2 claims/year 3 or greater claims/year

Most Recent Predation Date(s) (yyyy/mm/dd)

2012/07/27

Describe actions taken by owner to decrease likelihood of predation since last claim.

Farm Management

Health condition of the livestock herd/poultry flock

Healthy Diseased Sick

Location where the kill/injury occurred

Barnyard Pasture-Near Buildings Pasture-Distant

Herd/Flock Size

Other (specify)

Livestock Inspection Frequency – How often, by whom?

Frequently throughout the day by owner.

Livestock/Poultry confined at night?

Yes No

Dead Livestock Disposal Practices

Collected Buried Composted
 Other (specify)

Fencing Description – Type/Condition

Electric – good condition

Type of Guard Animals Used (if any)

young stallion & other horses.

Other Predator Prevention Practices Used

Owner will implement the following practices to prevent/reduce future predation

Valuer Finding – I have found that the owner:

Had taken reasonable measures to prevent predation

Had **not** taken reasonable measures to prevent predation

Section 7 – Program Compliance Verification

- Farm Business Registration (FBR) No. 244'456
OR
 Farm Business Registration (FBR) No. Alternate
- An OMAFRA Gross Farm Income Exemption Certificate for New/Retired Farmers that do not currently qualify to obtain an FBR number,
 - A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land, or
 - A Religious Exemption approved by the Agriculture Food and Rural Affairs Appeal Tribunal

Explanation (supporting verification must be supplied)

- Premises ID No. ON4093490
OR
 Premises ID No. Alternate
- A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land

Explanation (supporting verification must be supplied)

Section 8 – Valuer Declaration and Signature

- I have found sufficient evidence, to the best of my knowledge and belief, that the livestock/poultry in question has been killed or injured by a predator within the requirements of the Ontario Wildlife Damage Compensation Program and the owner is eligible for the amount of compensation indicated above.
OR
- There was insufficient evidence to make a finding due to deterioration or lack of carcass remains
 - Died of natural causes, sickness or disease
 - Scavenged only – did not die from predation
 - Damage was caused by a dog owned or habitually kept on premises of owner of livestock and/or poultry
 - Other reason claim is declined (specify)

- I hereby certify that the information I have provided in this Application Form is true and accurate to the best of my knowledge. I also understand that submitting false or misleading information in this Application Form could result in the denial of the claim. I further understand that any payment the municipality that I work for receives from OMAFRA under the Ontario Wildlife Damage Compensation Program as a result of the submission of false or misleading information I have submitted may have to be repaid by the municipality I work for to OMAFRA.

Valuer Mailing Address

Unit No.	Street No. <u>271</u>	Street Name <u>Elgin</u>	Rural Route	PO Box
City/Town <u>Mt. Forest</u>	Province <u>Ont</u>		Postal Code <u>N0G 2L1</u>	
Email Address			Telephone No. <u>519-323-9953</u>	Fax No.

Valuer Signature

Valuer Last Name (Print) <u>Flewelling</u>	Valuer First Name (Print) <u>GORDON</u>
Position <u>Livestock Valuer</u>	Signature <u>G. Flewelling</u>
Valuation Date (yyyy/mm/dd) <u>2012/08/04</u>	

Section 9 – Notice of Collection of Personal Information

Any personal information collected on this form, such as the Social Insurance Number of an individual acting as a sole proprietor or as an unincorporated partner in a partnership, is necessary for income tax purposes because a payment is being made as well as for the overall administration of the Ontario Wildlife Damage Compensation Program. More specifically, the Social Insurance Number will also be used for auditing and the collection of any debts incurred under the Ontario Wildlife Damage Compensation Program. The Social Insurance Number is being collected pursuant to the *Income Tax Act* (Canada), as amended and the Order-in-Council that established the Ontario Wildlife Damage Compensation Program.

Questions as to the collection of this information may be directed to:

Ontario Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 519 826-4047 or 1 877 424-1300 (toll free)
Email: ag.info.omafra@ontario.ca

Section 10 – Livestock and Poultry Owner Declaration and Signature

I hereby certify that the information I have provided in this Application Form is true and accurate to the best of my knowledge. I also understand that submitting false or misleading information in this Application Form could result in the denial of this claim and any potential future claims that could be made by myself, myself on behalf of another person or any other person affiliated with myself in any type of business relationship in which this claim is being made may have under the Ontario Wildlife Damage Compensation Program and/or a requirement that any compensation received under the Ontario Wildlife Damage Compensation Program as a result of the submission of false or misleading information be repaid.

Owner Signature

Owner Last Name (Print)

Owner First Name (Print)

Murray

Peter

Signature

Date (yyyy/mm/dd)

x *Peter Murray*

2012/08/04

Completed applications and all supporting documents should be submitted to your local Municipal Clerk. If the damage occurred in an unincorporated township (a territory without Municipal organization as defined in Section 2 of the *Northern Services Board Act*), completed applications and all supporting documentation should be submitted to the Ontario Ministry of Agriculture, Food and Rural Affairs.

08/04/2012

Note - This form is to be used by all livestock and poultry owners and valuers.

Section 1 - Identification

Name of Valuer

Last Name

Flemwelling

First Name

Gordon

Farm Location (where the damage occurred)

Lot No.

Plot 24

Concession No.

Con to WOSR

County/Region/District

Wellington City

Municipality

Wellington North

Vendor Number (to be completed by OMAFRA)

Section 2 - Owner/Business Information

Owner of Livestock/Poultry - Contact Information

Owner Last Name

Murray

Owner First Name

Peter

Social Insurance No. (SIN) or Business No. (BN)

3BR # 2441456

Mailing Address

Unit No.

Street No.

Street Name

Rural Route

PO Box

City/Town

Kemilworth

Province

Ont

Postal Code

N0G 2E0

Email Address

Telephone No.

519-848-2293

Fax No.

Section 3 - Description of Livestock/Poultry Killed or Injured

Description - Include species and breed.

Dorset cross yearling ewe

Kill or Injury Date (yyyy/mm/dd)

Description of Injuries Sustained - Attach photographs (3-6) of the injured livestock/poultry to indicate attack site, wounds and other pertinent evidence.

Throat slashed & neck broken.

Section 4 – Description of Predator

Description – Species

Owner saw the lone coyote

Description of the supporting evidence

Section 5 – Valuation

Species	Number of Head(s)	Live Weight (lb or kg)	Market Price (lb or kg)	Additional Value Over Market*	Veterinary Costs for Injured Animals	Total Value of Animal	Less Amount to be Claimed by Insurance	Compensation Applied For **
<i>Dorset cross ewe</i>	<i>1</i>	<i>100 lb.</i>	<i>1.50 lb</i>			<i>\$150.-</i>		<i>\$150.-</i>
Total Compensation Applied For (\$)								<i>150.-</i>

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

** Total Compensation applied for must not exceed the program limit (% coverage and per species maximum).

Section 6 – Reasonable Care

Risk Assessment

Current Regional Predation Risk is

High Medium Low

Regional Risk of Predation is

Increasing Stable Decreasing

Predation on this farm is

1st incident 1 claim/year 2 claims/year 3 or greater claims/year

Most Recent Predation Date(s) (yyyy/mm/dd)

Describe actions taken by owner to decrease likelihood of predation since last claim.

Hunters with tracking dogs were engaged. Seven coyotes were shot.

Farm Management

Health condition of the livestock herd/poultry flock

Healthy Diseased Sick

Location where the kill/injury occurred

Barnyard Pasture-Near Buildings Pasture-Distant

Herd/Flock Size

Other (specify)

Livestock Inspection Frequency – How often, by whom?

Morning & evening by owner

Livestock/Poultry confined at night?

Yes No

Dead Livestock Disposal Practices

Collected Buried Composted
 Other (specify)

Fencing Description – Type/Condition

Electric

Type of Guard Animals Used (if any)

horses with young stallions

Other Predator Prevention Practices Used

Sheep kept in the barn at night.

Owner will implement the following practices to prevent/reduce future predation

Valuer Finding – I have found that the owner:

Had taken reasonable measures to prevent predation

Had **not** taken reasonable measures to prevent predation

Section 7 – Program Compliance Verification

- Farm Business Registration (FBR) No 2441456
OR
 Farm Business Registration (FBR) No Alternate
- An OMAFRA Gross Farm Income Exemption Certificate for New/Retired Farmers that do not currently qualify to obtain an FBR number.
 - A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land, or
 - A Religious Exemption approved by the Agriculture Food and Rural Affairs Appeal Tribunal

Explanation (supporting verification must be supplied)

- Premises ID No DN4093480
OR
 Premises ID No Alternate
- A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land

Explanation (supporting verification must be supplied)

Section 8 – Valuer Declaration and Signature

- I have found sufficient evidence, to the best of my knowledge and belief, that the livestock/poultry in question has been killed or injured by a predator within the requirements of the Ontario Wildlife Damage Compensation Program and the owner is eligible for the amount of compensation indicated above.
OR
- There was insufficient evidence to make a finding due to deterioration or lack of carcass remains
- Died of natural causes, sickness or disease
- Scavenged only – did not die from predation
- Damage was caused by a dog owned or habitually kept on premises of owner of livestock and/or poultry
- Other reason claim is declined (specify)

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Valuer Mailing Address

Unit No.	Street No.	Street Name	Rural Route	PO Box
	271	Elgin St. N.		
City/Town	Mt. Forest		Province	Postal Code
			Ont	N0G 2L1
Email Address			Telephone No.	Fax No.
			519-323-9953	

Valuer Signature

Valuer Last Name (Print)	Fleuwelling		Valuer First Name (Print)	Gordon
Position	swp livestock valuer		Signature	G. Fleuwelling
			Valuation Date (yyyy/mm/dd)	July 27/12

Section 9 – Notice of Collection of Personal Information

Any personal information collected on this form, such as the Social Insurance Number of an individual acting as a sole proprietor or as an unincorporated partner in a partnership, is necessary for income tax purposes because a payment is being made as well as for the overall administration of the Ontario Wildlife Damage Compensation Program. More specifically, the Social Insurance Number will also be used for auditing and the collection of any debts incurred under the Ontario Wildlife Damage Compensation Program. The Social Insurance Number is being collected pursuant to the *Income Tax Act* (Canada), as amended and the Order-in-Council that established the Ontario Wildlife Damage Compensation Program.

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Ontario Ministry of Agriculture, Food and Rural Affairs

1 Stone Road West

Guelph, Ontario N1G 4Y2

Tel: 519 826-4047 or 1 877 424-1300 (toll free)

Email: ag.info.omafra@ontario.ca

Section 10 – Livestock and Poultry Owner Declaration and Signature

I hereby certify that the information I have provided in this Application Form is true and accurate to the best of my knowledge. I also understand that submitting false or misleading information in this Application Form could result in the denial of this claim and any potential future claims that could be made by myself, myself on behalf of another person or any other person affiliated with myself in any type of business relationship in which this claim is being made may have under the Ontario Wildlife Damage Compensation Program and/or a requirement that any compensation received under the Ontario Wildlife Damage Compensation Program as a result of the submission of false or misleading information be repaid.

Owner Signature

Owner Last Name (Print)

Owner First Name (Print)

Murray

Peter

Signature

Peter Murray

Date (yyyy/mm/dd)

2012/07/27

Completed applications and all supporting documents should be submitted to your local Municipal Clerk. If the damage occurred in an unincorporated township (a territory without Municipal organization as defined in Section 2 of the *Northern Services Board Act*), completed applications and all supporting documentation should be submitted to the Ontario Ministry of Agriculture, Food and Rural Affairs.

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

BY-LAW NUMBER 69-12

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
AUGUST 27, 2012.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

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

1. That the action of the Council at its Regular Meeting held on August 27, 2012 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF AUGUST, 2012.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, September 11, 2012	Recreation & Culture Committee	8:00 a.m.
Monday, September 10, 2012	Meeting to Consider Drainage Report (Leroy Martin Drain)	6:30 p.m.
Monday, September 10, 2012	Public Meeting (HFI Services Inc.)	7:00 p.m.
Monday, September 10, 2012	Public Meeting (Malfara)	7:15 p.m.
Monday, September 10, 2012	Regular Council Meeting	(following public meeting)
Tuesday, September 18, 2012	Fire Committee	7:00 p.m.
Monday, September 24, 2012	Regular Council Meeting	7:00 p.m.
Wednesday, September 26, 2012 * Please note date change	Economic Development	4:30 p.m.

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

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

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