

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
OCTOBER 9, 2018 @ 2:00 P.M. -
(CLOSED SESSION @ 1:30 P.M.)
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically

- (a) the security of the property of the municipality or local board;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

1. **REPORTS**

- a. TR-2018-013 Municipal Insurance
- b. EDO 2018-032 Purchase of Land – South Saugeen Developments Limited

2. **REVIEW OF CLOSED SESSION MINUTES**

- a. September 10, 2018

3. **RISE AND REPORT FROM CLOSED MEETING SESSION**

O' CANADA

PRESENTATIONS

Charles Hamilton, Wellington County Fire Training Officer 001

- Wellington County Fire Training Officer's Report – Jan to Sept 2018

ADOPTION OF MINUTES OF COUNCIL

- Public Meeting of September 24, 2018 005
- Regular Council Meeting of September 24, 2018 011

BUSINESS ARISING

DEPUTATIONS

Tim Corcoran, President 018

- Molok North America Ltd.

ITEMS FOR CONSIDERATION

1. **MINUTES**

- a. Maitland Valley Conservation Authority, Board Meeting #6/18 Minutes, June 20, 2018 020
- b. Wellington North Cultural Roundtable, September 20, 2018 028
- c. Mount Forest Aquatic Ad-Hoc Advisory Committee, September 19, 2018 032

2. **PLANNING**

- a. B.M. Ross and Associates Limited 035
 - Lucas Subdivision, Mount Forest (Reeves Construction Limited), Draft Plan 23T-

79087, Preliminary Acceptance Stage 3, Phase 1 (Lots 8 to 20) Preliminary
Acceptance of Stages 1, 2 & 3, Phase 2 (Lots 1 to 7 & Lots 21 to 31)

3. FINANCE

- a. Cheque Distribution Report, October 2, 2018 040

4. OPERATIONS

- a. Report OPS 2018-023 – being a report on the Winter Maintenance Program for the Township's Connecting Link Highways 044
b. Report OPS 2018-022 – being a report on the 2018 Procurement of a Tractor Blower 047

5. ADMINISTRATION

- a. Report CLK 2018-042 being a report to consider the Engineer's Report for the proposed drainage works for West Luther Drain 19 (Brubacher) and to appoint a Court of Revision 049
b. Report CLK 2018-043 being a report on a Temporary Road Closure Policy 052
c. Report CLK 2018-044 being a report on Consent Application B99-18 (Bye) 058
d. Report CLK 2018-045 being a report on Consent Application B100-18 (Bye) 063
e. Report CLK 2018-046 being a report on sale of land 100 South Water Street 068
f. Report CLK 2018-047 being a report on Ontario Wildlife Damage Compensation Program Delegation of Authority 071

6. COUNCIL

- a. Audrey Kerr, 336 Sligo Rd. W., Mount Forest 073
• Speed Limit on Sligo Road West, Mount Forest
b. The Royal Canadian Legion BR. 134, Mount Forest 074
• Request for permission to distribute poppies and proclaim November 11, 2018 as Remembrance Day
c. Guelph Wellington Crime Stoppers newsletter – The Informant, Fall 2018 075

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- a. By-law Number 085-18 being a by-law to authorize the sale of real property being Part Lot A, Part Lot B, Part Lot C all Survey Bodley's Mount Forest as in DN25240 Except Parts 1 to 6 on 60R1518 and Except Part 8 on 61R-11525 Subject To and Together With DN25240; Together With RON 70064 Wellington North Subject to an Easement over Part 7 on 61R-11525 in favour of Part 1 on 60R24-00 as in WC299117; Subject to an Easement over Part 4 on 61R11525 in favour of Part 1 on 60R2400 as in WC299118 Subject to an Easement in Gross Over Parts 4 and 5 on 61R11525 as in WC299122 077

- b. By-law Number 086-18 being a by-law to establish a Delegation of Powers and Duties by Municipal Staff in the Township of Wellington North for the purpose of making payments under the Ontario Wildlife Damage Compensation Program
093
- c. By-law Number 087-18 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) and The Corporation of the Township of Wellington North
095

CULTURAL MOMENT

Celebrating the Hamlet of Conn from the past to the future 102

CONFIRMATORY BY-LAW NUMBER 088-18

103

ADJOURNMENT

MEETINGS, NOTICES, ANNOUNCEMENTS		
October 10, 2018	A Kitchen Table Talk: Opioids 101, hosted by Safe Communities Committee – Mount Forest Legion	7:00 p.m. to 9:00 p.m.
October 12, 13 & 14, 2018	Butter Tarts & Buggies Fall Frolic	
October 13, 2018	Arthur Chamber of Commerce 25 th Anniversary (featuring Darryl Sittler) – Arthur Community Centre	6:00 p.m.
October 16, 2018	Office open for election purposes	4:30 p.m. to 8:30 p.m.
October 22, 2018	Municipal Election Day	
October 23, 2018	Live2Lead Seminar – Mount Forest Sports Complex	6:00 p.m. to 8:30 p.m.
October 25, 2018	Mount Forest Chamber of Commerce Annual General Meeting	6:30 p.m.
October 26, 2018	Youth Action Council 2 nd Annual Haunted House – Murphy Park, Mount Forest	5:00 p.m. to 10:00 p.m.

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

Sign Language Services – Canadian Hearing Society – 1-877-347-3427

- Kitchener location – 1-855-656-3748

TTY: 1-877-843-0368 Documents in alternate forms – CNIB – 1-800-563-2642



Wellington County Training Officer ⁰⁰¹

Centre Wellington Fire & Rescue
250 Queen Street West • Fergus, Ontario N1M 1S8
Tel: (519) 846-9691 ext. 397 • Cell (226) 820-4907
Email: Chamilton@centrewellington.ca

To: Wellington County Councils
Date: Wednesday, September 12, 2018
Subject: Wellington County Fire Training Officer's Report – Jan to Sept 2018

SUMMARY:

This report will detail the County Fire Department training activities.

- Fire Lesson Plan Library
- Changing Firefighter Certifications
- 2018 Recruit Firefighter Class update
- County Training Officers' website update
- Locally Training & Development
- Future Training ventures – MTO Driver Certification Program (DCP)
- WCTO Activities Log for major projects

REPORT:

a) Fire Lesson Plan Library Rework

With the shift by the Ontario Fire Marshal & Emergency Management (OFMEM) to National Fire Protection Association (NFPA) guidelines, the current lesson plans library needs to be updated to reflect the new requirements. Revamping these basic lesson plans will harmonize the training documents across the County and will help reduce lesson preparation time for the department Training Officers. This task is in progress and should be completed by the end of October and is included within the 2018 budget.

b) Changing Firefighter Certifications in Ontario

With proposed changes to the Fire Protection & Prevention Act (FPPA), the mandatory certification requirements for a Firefighter consists of:

- NFPA 1001 Firefighter Level I & II (Firefighters)
- NFPA 472 Hazardous Materials to an Operation level (Firefighters)
- NFPA 1002 Fire Apparatus Driver/Operator (Firefighter operating the equipment)
- NFPA 1041 Fire Service Instructor Level I (Company Officers)
- NFPA 1020 Fire Service Officer Level I (Company Officers)

Grandfathering to the mandatory certifications was extended to Sept-30-18 and the County Fire Departments have received positive confirmation for those applications already made. Going forward, those that were ineligible for grandfathering will have to complete written and practical skills testing. The County Recruit Firefighter Training Program has and will continue to reflect the mandatory certification requirements. Testing of those ineligible firefighters can be accommodated for within the Fire Recruit Academy program.



Wellington County Training Office⁰⁰²

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c) 2018 Recruit Firefighter Class Update

This class had 24 recruits representing: North Wellington; Mapleton; Minto; Puslinch; Guelph-Eramosa; and Erin. Each recruit completes approximately 100 hours of self-study time, and received a 100 hours of practical instruction. Without sharing the practical training tasks and resources between County Training Officers, it would be highly unlikely that an individual department would have their recruits fully certified to the mandatory requirements in less than 2 years. This represents a significant saving in: time to produce qualified Firefighters; department trainer/instructor costs and administration/recordkeeping tasks to each department. The initial written and practical exams were completed on July 7th and the remaining will be conducted on November 3rd.

A new component of the recruit academy curriculum is the addition of a Level 1 PTSD Awareness seminar. This year a spousal PTSD seminar was added so that those closest to our new Firefighters also receive a primer on recognizing PTSD signs/symptoms and acquire some basic personal coping skills.

In all, the County recruit training program is meeting the goal of providing a consistent level of initial firefighting learning and skill development all in a cost and time efficient manner.

d) County Training Officers Website – www.WCTOA.com

With the number of training/education groups active within the County Fire Departments, a suggestion was made to combine Fire, Public Education/Fire Prevention, Critical Incident Stress Management (CISM) peer team training and Mutual Aid resources into a single website. Presently the website is dedicated to County Fire Training Officers. It can however be easily expanded to encompass each of the other groups requirements. Plans are in-place to develop this multi-group website utilizing internal county resources with no cost impacts to the 2018 budget.

e) Local Training & Development

The County will continue to offer higher level training courses as “night school” opportunities with the training staggered over several weeks or weekends. This provides County Firefighters the opportunity to improve their knowledge locally and for them to gain certifications that will help improve themselves professionally. Doing so increases their value within their own departments and the County.

NFPA level Company Officer, Incident Safety Officer, Fire Instructor and Fire Apparatus Driver/Operator are the primary training courses to be offered. However, fire prevention, fire inspection and public education training courses could be offered in the future if we can develop qualified instructors locally.



Wellington County Training Officer⁰⁰³

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f) Driver Certification Program (DCP)

To drive most County fire apparatus a “DZ” licence is needed due to the air brake system and the load rating of the vehicle. To assist with the licencing process, a new training initiative is currently under review that would bring truck driver licensing to County. This is an MTO program that is available to groups that meet specific training delivery, educational and recordkeeping criteria. Once approved, our group is able to train and test new drivers and if they’re successful grant a license to operate any fire apparatus. The Wellington County DCP would be aimed at providing DZ licensing to Fire departments only.

The MTO will need to approve the DCP application and the County would need to train a number of driver instructors to a newly established OFM/NFPA 1041 Fire Instructor-Driver Trainer course offered by the Fire College. There are still a number of factors that need to be worked out for the DCP and the County Fire Departments are not obligated to be a part of it should they chose to continue on another path. This is projected to be up and running in late 2019.

g) WCTO Activity Log – Major Projects

- Administer/Manage the County Recruit Program
- Update County Training Website
- Create 2019 Recruit Training Calendar
- Develop Driver Certification Program (DCP) – DZ licencing
- Develop 2 year County Training Projection – Ghant chart (See Appendix A)
- Develop County NFPA 1020 Company Officer courses, Level I & II
- Develop County NFPA 1002 Fire Apparatus Driver/Operator course for recruit program
- Develop County NFPA 1015 Incident Safety Officer course
- Develop County NFPA 1041 Fire Service Instructor courses, Level I & II
- Develop training content for County Mutual Aid Seminars
- Review 2018 County Training budget and prepare invoices for each department
- Develop 2019 County Training Budget Items

h) Recommendation

Council receives the Wellington County Fire Training Officer’s report for Jan to Sept 2018 for information.

Respectfully Yours,

Charles Hamilton | **Wellington County Fire Training Officer**



Wellington County Training Office 004

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 250 Queen Street West • Fergus, Ontario N1M 1S8
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Appendix A - County Training 2 Yr Projection

	Name	Duration	Start	Finish	Percent Co...
1	<input checked="" type="checkbox"/> County Recruit Training Schedule	565 days	07/05/18 8:00...	03/07/20 5:0...	26%
2	2018 Recruit Testing - FF I & Haz Mat Awareness	0 days	02/07/18 8:00 AM	02/07/18 8:00 AM	100%
3	2018 Recruit Testing - FF II & Haz Mat Ops	0 days	03/11/18 8:00 AM	05/11/18 5:00 PM	0%
4	2018 Recruit Class - NFPA 1002 Pump Ops, 2 sessions	60 days	13/04/19 8:00 AM	05/07/19 5:00 PM	0%
5	2019 County Recruiting Drive - All Departments	120 days	01/10/18 8:00 AM	15/03/19 5:00 PM	10%
6	2019 Recruit Training Academy - FF I & II, Haz Mat Awareness	75 days	16/03/19 8:00 AM	28/06/19 5:00 PM	0%
7	2019 Recruit Testing - FF I & Haz Mat Awareness	0 days	06/07/19 8:00 AM	08/07/19 5:00 PM	0%
8	2019 Recruit Testing FF II & Haz Mat Ops	0 days	02/11/19 8:00 AM	04/11/19 5:00 PM	0%
9	2019 Recruit Training - NFPA 1002 Pump Op, 2 sessions	60 days	11/04/20 8:00 AM	03/07/20 5:00 PM	0%
10	<input checked="" type="checkbox"/> Mutual Aid/County Firefighter/Officer Training	351 days	07/05/18 8:00...	09/09/19 5:0...	35%
11	County Mutual Aid Training Day - Fall session	0 days	27/10/18 8:00 AM	29/10/18 5:00 PM	75%
12	County Mutual Aid Training Day - Spring session (Tentative)	0 days	11/03/19 8:00 AM	11/03/19 8:00 AM	5%
13	County Mutual Aid Training Day - Fall session (Tentative)	0 days	07/09/19 8:00 AM	09/09/19 5:00 PM	0%
14	NFPA 1020 Fire Officer I - Northern class @ Minto Fire	60 days	10/12/18 9:00 AM	04/03/19 9:00 AM	0%
15	NFPA 1521 Incident Safety Officer (Tentative)	10 days	18/02/19 9:00 AM	04/03/19 9:00 AM	0%
16	NFPA 1041 Fire Service Instructor (Tentative)	90 days	07/01/19 9:00 AM	13/05/19 9:00 AM	0%
17	<input checked="" type="checkbox"/> Short/Long Term Projects	255 days	07/05/18 8:00...	26/04/19 5:0...	45%
18	County Training Website Revamp	90 days	30/07/18 8:00 AM	30/11/18 5:00 PM	17%
19	County Lesson Plan Library Update	120 days	04/06/18 8:00 AM	16/11/18 5:00 PM	65%
20	2019 County Training Budget	90 days	16/07/18 8:00 AM	16/11/18 5:00 PM	75%
21	Driver Certification Program (DCP) development	180 days	07/05/18 8:00 AM	11/01/19 5:00 PM	50%
22	Submit Recognized Authority request to MTO	30 days	07/05/18 8:00 AM	15/06/18 5:00 PM	0%
23	NFPA 1041 - Driver Instructor #1 (Tentative @ Fire College)	3 days	29/10/18 7:00 AM	31/10/18 5:00 PM	0%
24	NFPA 1041 - Driver Instructor #2 (Tentative @ Fire College)	3 days	05/11/18 8:00 AM	07/11/18 5:00 PM	0%
25	NFPA 1041 - Driver Instructor #3 (Tentative @ Fire College)	3 days	20/02/19 8:00 AM	22/02/19 5:00 PM	0%
26	NFPA 1041 - Driver Instructor #4 (Tentative @ Fire College)	3 days	24/04/19 7:00 AM	26/04/19 5:00 PM	0%
27	Rebuild/Repair County Fire Training Props	30 days	14/01/19 9:00 AM	25/02/19 9:00 AM	0%

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING - MINUTES
MONDAY, SEPTEMBER 24, 2018 AT 27:00 P.M**

The Public Meeting was held in the Municipal Office Council Chambers to consider a proposed zoning amendment application.

Members Present:

Mayor: Andrew Lennox
Councillors: Sherry Burke
Lisa Hern
Steve McCabe
Dan Yake

Staff Present:

Director of Legislative Services/Clerk: Michael Givens
Deputy Clerk: Karren Wallace
Chief Building Official: Catherine Conrad
Director of Finance: Darren Jones
Economic Development Officer: Adam McNabb
Director of Operations: Dale Small
Senior Planner: Brent Lauber
Manager of Planning & Environment: Curtis Marshall
Linda Redmond

Mayor Lennox called the meeting to order.

Declaration of Pecuniary Interest:

No pecuniary interest declared.

OWNER/APPLICANT: 10694444 Canada Corporation

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Lot 13, WOSR, Div 3 & 4, RP 61R-8621, Part 7 and is Municipally known as 7246 Sideroad 5 W, Geographic Arthur Township. The property is approximately 6.07 hectares (15.0 acres) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands to permit the indoor cultivation of cannabis as part of a cannabis production facility to be licensed by Health Canada. The property is currently zoned Rural Industrial. Other zoning relief may be considered for the proposal where appropriate.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on August 31, 2018 pursuant to the provisions of the Planning Act.

PRESENTATIONS

Curtis Marshall, Senior Planner, reviewed the Planning Report dated September 18, 2018.

PLANNING OPINION

The purpose of the site specific zoning amendment is to permit the indoor cultivation of cannabis on the subject property. The applicant is proposing to operate a commercial medical cannabis production facility within the existing building on the property.

The proposed facility includes both industrial and agricultural components. The processing component of the operation is permitted by the Rural Industrial (RIN) zoning on the property as an industrial use, however it is the introduction of indoor cultivation of cannabis (an agricultural use) which requires an amendment to the zoning by-law.

The proposed facility is subject to federal legislation and approval must be obtained from Health Canada above and beyond any municipal requirements in order for the proposal to proceed.

We have no objections to the proposed amendment and are satisfied that the proposal is consistent with the PPS and is in general conformity with the County of Wellington Official Plan.

Planning Staff have prepared a draft Zoning By-law amendment for Council's consideration which is attached to this report.

LOCATION

The land subject to the proposed amendment is described as WOSR, Lot 13, Divs 3 & 4, RP 61R-8621, Part 7 and is Municipally known as 7246 Sideroad 5 West, Geographic Township of Arthur. The property is approximately 6.07 hectares (15.0 acres) in size. There is an existing 464.5 m² (5000 ft²) industrial building on the property that was used for tanning animal hides (MBC Hides). The subject property is located within a rural industrial area and is adjacent to the County's Riverstown Waste Facility, Kenilworth Auto Recyclers (auto salvage, wrecking, and recycling business), and Rotobale Compaction Solutions. The closest residential dwelling is approximately 600.0 m (1968.5 ft) from the subject property.

PROPOSAL

The purpose of the site specific zoning amendment is to rezone the property permit the indoor cultivation of cannabis on the subject property. A commercial medical cannabis production facility (within the existing building) is being proposed on the property.

The proposed facility includes both industrial and agricultural components. The processing component of the operation (processing of harvested cannabis) is permitted by the Industrial RIN zoning on the property as an industrial use, however it is the introduction of indoor cultivation of cannabis (an agricultural use) which requires an amendment to the zoning by-law. Health Canada identifies that it is the applicants responsibility to address all local municipal requirements.

The proposed facility is subject to federal legislation and approval must be obtained from Health Canada above and beyond any municipal requirements in order for the proposal to proceed.

The applicant has advised that they have been working with Health Canada since early 2018 to obtain the necessary approvals for a medical cannabis production facility. The applicant has indicated that their application is currently under review by Health Canada.

As noted above the facility is subject to federal legislation requirements and approval. The Access to Cannabis for Medical Purposes Regulations (ACMPR) include specific site requirements which must be met for facilities related to security and air quality. For example, visual monitoring (cameras), intrusion detection (alarms), and physical barriers must be provided. Areas where cannabis is present must be equipped with a system that filters air to prevent the escape of odours and, if present, pollen. A producer must produce, package and store cannabis within an enclosed building.

The proposed facility is approximately 464.5 m² (5000 ft²) in area and is to be located within the existing industrial building on the property. The applicant has indicated that the facility will have a high level of security including: fencing, security cameras, security lighting, intrusion alarms, access control, and will contain a vault for product storage. Waste is also proposed to be kept in a secure manner (indoors) and that air filtration systems will be employed to control odours.

In regards to servicing, the applicant has indicated that water for the facility will be provided by a well on the property and a septic system will be used for waste. Municipal services are not available in the area. According to the applicant, the facility will not use large volumes of water or generate large volumes of waste water. The cannabis plants will be grown using drip irrigation and water will be recycled and reused. The only waste water will come from cleaning and

bathroom use by employees. The applicant has also indicated that they do not require a permit to take water from the Ministry of Environment and Climate Change MOECC.

PROVINAL POLICY STATEMENT (PPS)

Under Section 1.3.1 (Employment) of the PPS, Planning authorities shall promote economic development and competitiveness by providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

COUNTY OFFICIAL PLAN

The subject property is designated Rural Employment Area. Permitted uses include dry industrial and commercial uses requiring large lots. Such industrial uses may include manufacturing, processing, fabrication and assembly of raw materials or repair, servicing, distribution and storage of materials.

Under Section 6.8.3, Councils when considering rezoning applications shall ensure that existing and proposed uses are compatible, and that sensitive uses are adequately separated from industrial uses. The Zoning By-law may also limit the location and size of industrial uses.

ZONING BY-LAW

The subject lands are zoned Rural Industrial (RIN). Permitted uses include dry industry, warehousing and existing agricultural uses. The growing of cannabis indoors is not considered an **existing** agricultural use on the property. A zoning by-law amendment is required to permit the indoor growing of cannabis as an agricultural use.

PLANNING DISSCUSSION

Site Plan Approval:

The subject property currently has a site plan in effect on the property. A site plan agreement was not required as part of the previous site plan approval for the tanning use. The Township Site Plan By-law is in effect and should the applicant propose any significant changes to the site including grading and/or building additions an amendment to the site plan could be required.

Compatibility:

The proposed facility includes both a processing and cultivation ("growing" of cannabis) components. The processing component of the operation is permitted by the zoning on the property as an industrial use, however it is the indoor cultivation which requires an amendment to the zoning by-law.

We note that facility will be entirely indoors, and will include typical components associated with an industrial use such shipping, receiving, loading, truck and

employee traffic, deliveries etc. which are appropriate in an industrial area. The inclusion of indoor cultivation is compatible in a rural industrial area and involves many of the same supportive activities.

In terms of compatibility with adjacent uses, the subject property is located in a rural industrial area and the closest residential dwelling is approximately 600.0 m (1968.5 ft) from the subject property.

Upcoming Changes to Licensing:

Health Canada is currently accepting applications for new licensed producers under the existing Access to Cannabis for Medical Purposes Regulations (ACMPR) regulations and process. With the pending legalization of cannabis in Canada in October 2018, Health Canada has indicated that a new process will be established which allows for both non medical and medical production. A new process including details regarding license conversions have not been provided from Health Canada to date.

Draft Zoning By-law:

Planning Staff prepared a draft site specific by-law that adds the commercial cultivation of cannabis indoors as an additional permitted use on the property. Planning Staff included wording to require that the facility must be licensed by Health Canada. Planning Staff have chosen not to restrict the purpose of the cultivation (for medical or non medical) due to the impending changes to the licensing process resulting from legalization in October 2018.

CORRESPONDENCE FOR COUNCIL'S REVIEW

None.

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

The Applicant was present to answer questions pertaining to the proposed zoning amendment.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe inquired about security at the site and if there are other locations they are considering. The Applicant stated that Health Canada has extremely high standards for security that must be met. They have filed a plan with Health Canada that includes cameras, six foot fencing with barbed wire, a

locked gate, 24 hour monitoring, extra lighting features and a key card for every room. This will not be a sales site; production only. This is the only site filed with Health Canada; but, they hope to apply for a site in Mono.

Councillor Burke questioned if the zoning is required for Health Canada approval, how many employees there will be and if the municipality can include medical or non-medical in the zoning amendment. The Applicant stated that they believe zoning will be part of the Health Canada approval. There will be about twenty-five employees. Curtis Marshall, Senior Planner, explained that they are not specifying medical or non-medical because there are not a lot of differences between the two. There is no information available regarding the new process. Currently applications must go through as medical.

Councillor Hern asked how the building will be retrofitted to control odour. The Applicant explained that they create a vacuum where the air is constantly filtered so the odour won't be invasive on neighbours.

Mayor Lennox inquired about the licensing process, regulations and standards in terms of measuring odour. Curtis Marshall, Senior Planner, explained that the government provides a list of must but doesn't prescribe how. It is up to the applicant to provide an acceptable method for approval. The applicant confirmed that there will be a series of site visits prior to licensing and they will be required to meet standards.

ADJOURNMENT

RESOLUTION 8

Moved by: Councillor Hern

Seconded by: Councillor Yake

THAT the Public Meeting of September 24, 2018 be adjourned at 7:43 p.m.

CARRIED

CLERK

MAYOR

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MINUTES OF COUNCIL
SEPTEMBER 24, 2018 @ 7:00 P.M.**

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

<u>Members Present:</u>	Mayor:	Andrew Lennox
	Councillors:	Sherry Burke
		Lisa Hern
		Steve McCabe
		Dan Yake

<u>Staff Present:</u>	CAO:	Michael Givens
Director of Legislative Services/Clerk:		Karren Wallace
	Deputy Clerk:	Catherine Conrad
	Chief Building Official:	Darren Jones
	Director of Finance:	Adam McNabb
Economic Development Officer:		Dale Small
	Director of Operations:	Brent Lauber
	Senior Planner:	Curtis Marshall
Manager of Planning & Environment:		Linda Redmond

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

Resolution 2018-345

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Agenda for the September 24, 2018 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest reported.

O' CANADA

PRESENTATIONS

1. Phil Beard General Manager/Secretary-Treasurer and David Turton, Wellington North Representative, Maitland Valley Conservation Authority
 - Draft Cost Sharing Proposal: Water and Erosion Control Infrastructure

Mr. Beard and Mr. Turton advised the MVCA is drafting a policy of how water and erosion control infrastructure should be cost shared as that there is limited provincial funding for the work. The Ministry of Natural Resources and Forestry has a Water and Erosion Control Infrastructure Fund (WECI) of \$5 million dollars which has been established for conservation authorities to apply for a 50% grant to help maintain/repair/decommission water and erosion control infrastructure. It is targeted towards providing funding to undertake repairs to flood and erosion control structures. Although recreational water and erosion control structures are eligible for funding they are not ranked as high as flood and erosion control repairs are. There are over 900 structures with a replacement value of \$2.7 billion that the 36 conservation authorities are responsible for. The proposed policy provides that preventive maintenance/repairs be cost shared 50-50 with the municipality if MVCA's share is approved from the WECI fund. If WECI funding is not approved the municipality would be responsible for covering 100% of the cost rather than from general levy.

Resolution 2018-346

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of Township of Wellington North endorse the draft policy presented by Maitland Valley Conservation Authority being a Draft Cost Sharing Proposal: Water and Erosion Control Infrastructure.

CARRIED**RECESS TO MOVE INTO PUBLIC MEETING****Resolution 2018-347**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of Township of Wellington North recess the Regular Council Meeting of September 24, 2018 at 7:22 p.m. for the purpose of holding a Public Meeting under the Planning Act.

CARRIED**RESUME REGULAR MEETING OF COUNCIL****Resolution 2018-348**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the September 24, 2018 Regular Meeting of Council at 7:43 p.m.

CARRIED

PASSING OF BY-LAW ARISING FROM PUBLIC MEETING**Resolution 2018-349**

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 083-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (WOSR, Lot 13, Divs 3 & 4, RP 61R-8621, Part 7, 7246 Sideroad 5 West, Geographic Township of Arthur – 10694444 Canada Corporation)

CARRIED

ADOPTION OF MINUTES OF COUNCIL**Resolution 2018-350**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the minutes of the Public Meeting and the Council Meeting held on September 10, 2018 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES OF COUNCIL

None

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

Items 2b, 4a, 5a, 5b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**Resolution 2018-351**

Moved: Councillor Hern

Seconded: Councillor Yake

THAT all items listed under Items for Consideration on the September 24, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

1. MINUTES

- a. *Wellington North Cultural Roundtable meeting of August 30, 2018 be received.*
- b. *Joint Economic Development Meeting – Mapleton, Minto, Wellington North be received.*

2. PLANNING

- a. *County of Wellington Planning and Development Department, Planning Report dated September 19, 2018 regarding Karl Aitken Carpentry & General Construction Ltd., Part Lot 9m, Ellis Survey, Part 3 on Plan 60R1202, 320 Cork*

St., Township of Wellington North (Mount Forest) Part Lot Control Exemption Application be received.

3. FINANCE

- a. *Cheque Distribution Report, September 17, 2018 be received.*

6. COUNCIL

- a. *Mount Forest Motivators Toastmasters Club, correspondence dated September 5, 2018, request to proclaim October 2018 as "Toastmasters Month"*

THAT the Council of the Corporation of the Township of Wellington North proclaim October 2018 as "Toastmasters Month".

- b. *Safe Communities Committee – Seminar, A Kitchen Table Talk: Opioids 101, Myths & Reality, Wednesday, October 10, 2018 be received.*

- c. *Canadian Union of Postal Workers, Communiqué, September 11, 2018, CUPW Fighting For Good Jobs and Better Services*

THAT the Council of the Corporation of the Township of Wellington North receive the Canadian Union of Postal Workers Media Release dated September 11, 2018, and requests Canada Post and CUPW agree that no lock-out or strike action will occur until after the Ontario Municipal Elections to be held October 22, 2018, and that a copy of this resolution be sent to M.P. John Nater Perth-Wellington.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

Resolution 2018-352

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning and Development Department, Planning Report dated September 19, 2018 regarding Recommendation Report, Redline Revisions to Draft Plan of Subdivision – 23T-87018, Maple Ridge Estates (formerly Glad Pat), Kenilworth

CARRIED

Resolution 2018-353

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT Council of the of the Corporation of the Township of Wellington North receive for information the Economic Development Officer report EDO-2018-27 dated September 28th, 2018 being a report on the Downtown-Main Street Revitalization Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North receive the minutes from the Downtown Revitalization meeting held on August 28th, 2018.

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North recognizes the high priority and importance that needs to be placed on our Downtowns and direct staff to commence the recruitment of individuals to sit on the Arthur Downtown Revitalization Committee as well as the Mount Forest Downtown Revitalization Committee.

AND FURTHER THAT these committees be designated as Committees of Council and be asked to establish Terms of Reference for council approval.

CARRIED

Resolution 2018-354

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive CLK Report 2018-041 being a report on an application for a kennel license and rezoning (Bauman);

AND FURTHER THAT the Council of the Township of Wellington North denies the rezoning application as it is not an appropriate use.

Does not conform to provincial policy and/or the County Official Plan.

CARRIED

Resolution 2018-355

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2018-040 being a report on a Property Standards Committee; AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to appoint the following members to the Property Standards Committee for the 2018-2022 Term of Council:

- *Steven Kim McKenzie*
- *Robert Mason*
- *James Craig*
- *Tim Noonan*
- *Steve McCabe*

CARRIED

NOTICE OF MOTION

None.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern announced the following:

- Arthur & District Chamber of Commerce AGM being held on October 13, 2018 with guest speaker Darryl Sittler.

- The Mount Forest & District Chamber of Commerce financing is progressing for their new building.
- The Wellington County Junior Farmers will celebrate their 100th Anniversary on November 3, 2018 with a dinner at the Arthur Community Centre.

Councillor Burke commented that on September 17, 2018 she attended the first meeting of 100 Women Who Care Rural Wellington. The meeting ended with 116 cheques in the amount of \$100 being donated to the Children's Foundation of Guelph-Wellington.

Councillor McCabe announced that he attended a meeting of the Saugeen Valley Conservation Authority on September 18, 2018 where the first draft of the budget was presented.

BY-LAWS

Resolution 2018-356

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 078-18 being a by-law to exempt lands from Part Lot Control (Part Lot 9, Ellis Survey, Part 3 on Plan 60R1202, 320 Cork St., geographic Town of Mount Forest, Karl Aitken Carpentry & General Construction Ltd.) be read a First, Second and Third time and enacted.

CARRIED

Resolution 2018-357

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 081-18 being a by-law to provide for actual cost to provide for a drainage works in the Township of Wellington North in the County of Wellington, known as Bruce Eden Drain be read a First, Second and Third time and enacted.

CARRIED

Resolution 2018-358

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 082-18 being a by-law to appoint members to the Property Standards Committee for the Township of Wellington North be read a First, Second and Third time and enacted.

CARRIED

CONFIRMATORY BY-LAW**Resolution 2018-359**

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 084-18 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 September 24, 2018 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT**Resolution 2018-360**

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Regular Council meeting of September 24, 2018 be adjourned at 8:17 p.m.

CARRIED

CLERK

MAYOR



Township of Wellington North

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

Deputation Request Form

Name of Deputant(s) Tim Corcoran
 Attending as an individual OR Representing a group/organization/business

Name of Group/Organization/Business Molak North America Ltd.

Contact Information

Mail: 152 Harry Bye Blvd, Box 693, Mount Forest, ON

Email: tim.corcoran@molakna.com

Telephone: 519-323-9909

Type of Meeting

Council OR Committee (includes ad hoc) _____

Date of Meeting October 9

Subject Matter (submit your complete deputation submission with this form)
Please see attached.

Recommendation/Request of Council (what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

None - Presentation is for information/education only.

Estimated Financial Impact to municipality:

Capital NA Annual Operating NA

SIGNATURE: [Signature] - President.

Notice of Collection/Use/Disclosure: All information submitted in support of meetings of Council/Committee/Planning deliberations/ is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, telephone numbers, names and addresses on agendas and to persons requesting access to records of Council/Committee/Planning Committee. All information submitted to the municipality is subject o disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's office (519) 848-3620.



Re: Deputation to the Township of Wellington North Council
Tuesday, October 9, 2018

This brief presentation will provide Wellington North Mayor and Council with information regarding the company Molok North America Ltd. including . . .

1. Global history
2. Local and Canadian history
3. Insights into the advantages of the Molok® Deep Collection™ system for solid waste and recyclables
 - a. Employment
 - b. Supply chain
 - c. Capital infrastructure development
4. Local impacts including . . .

Mark Hillis
President
Vice President of Operations
Molok North America Ltd.

Board Meeting #6/18

June 20, 2018

DIRECTORS PRESENT: Jim Campbell, David Turton, Deb Shewfelt, Art Versteeg, Alison Lobb, Wilf Gamble, Roger Watt, Matt Duncan, Paul Gowing, Bob Burtenshaw, David Blaney

STAFF PRESENT: Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Geoff King, Stewardship Services Coordinator
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Stephen Jackson, Flood/Erosion Safety Coordinator
Sarah Fleischhauer, Stewardship Project Lead

COMMUNITY ATTENDEES:

1. Call to Order

Chair Jim Campbell outlined the objectives of the meeting and called the meeting to order at 7:05 pm.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Board Meeting #6/18 held on May 16, 2018 were circulated for review. The Members agreed with the minutes and the following motion was made.

Motion FA #64/18

Moved by: Alison Lobb

Seconded by: David Blaney

THAT the minutes from the Board of Directors meeting #5/18 held on May 16, 2018 be approved.

(carried)



4. Presentation:

021

- a) Municipal Flood Response June 23/24th, 2017: Harriston-Chris Harrow, Fire Chief, Town of Minto

The Board is interested in learning more about how municipalities respond to flood emergency's and decided at the April meeting to incorporate this topic into their 2018 training program.

Chris outlined Minto's response to the June 23rd flood, the impacts it had in Harriston and the lessons learned from the event. Chris identified that setting up the Fire Department social media page as the official information source for residents and agencies was the most effective and accurate way to coordinate communications in a flood event. He noted that they had effective and timely communications from MVCA on the expected level of flooding and the rise and fall of flood waters. This information assisted them in their efforts to manage their emergency response efforts.

5. Business Out of the Minutes

- a) Galbraith Conservation Area: Report #36/18

This report presented by Stewart Lockie outlined MNRF's requirements for the disposition of authority property following this direction from the Board Motion #57/18 at the May meeting.

THAT staff investigate with the Ministry of Natural Resources and Forestry, the process for disposing of the Galbraith Conservation Area and report back to the Board.

After review and discussion of the steps required in the disposition process, the following motion was made.

Motion FA #65/18

Moved by: Deb Shewfelt

seconded by: Dave Turton

THAT staff proceed with the process of the disposition of the Gailbraith Conservation property as is;
AND THAT public bodies be contacted to determine if there is any interest to purchase.

(carried)

6. Business Requiring Direction/Decision:

- a) MVCA Administrative Draft Bylaw: **Report #37/18**

The draft bylaw document was reviewed with the Board. The Board reviewed those sections where the authority has options for including certain policies or procedures.

The Board directed staff to circulate the draft bylaw to the solicitor for review and comment prior to approving the revised bylaw. The following motion was made:

Moved by: Matt Duncan

Seconded by: Alison Lobb

THAT the Administrative Bylaw for the Maitland Valley Conservation Authority has been circulated for a first and second reading on this the 20th day of June, 2018: **AND THAT** the draft bylaw be updated with the revisions approved in session for review and comment from MVCA’s Solicitor Darrell Hawreliak; **AND FURTHER THAT** the draft bylaw be brought back to the September 19, 2018 meeting for a third reading;

(carried)

Staff recommended that MVCA also develop policies for gift acceptance and establishment and use of accumulated surplus funds that will be incorporated into the Administrative By-law once they are approved and adopted. This motion followed.

Motion FA #67/18

Moved by: Art Versteeg

Seconded by: Deb Shewfelt

THAT staff develop a draft Gift Acceptance Policy and Use of Accumulated Surplus Funds Policy for the Board to review at their September 19, 2018 meeting.

- b) Gully Erosion Risk Mapping: **Report #38/18**

At the November 2017 meeting, the Board updated the MVCA gully erosion risk mapping. The update excluded four gullies where the hazard area increased significantly since the last mapping in 2012. Staff were directed to notify affected landowners and report any comments to the Board. Comments were outlined in report #38/18. Staff recommended that the gully erosion risk mapping be revised to include the four gullies.

This motion followed.

Motion FA #68/18

Moved by: Alison Lobb

Seconded by: Wilf Gamble

THAT the MVCA adopt the 2017 updated gully erosion mapping for the four gullies that were not adopted in November 2017 with the amendment to the Boundary Creek gully that was made on June 12, 2018.

(carried)

- c) Water and Erosion Control Infrastructure Policy Options Follow Up: **Report #39/18**

At the April meeting, the Board identified the need to develop a policy on how the authority should finance the water and erosion control infrastructure (WECI) that is owned or for which we have maintenance responsibilities (Goderich Erosion Control, McGuffin Gully & Listowel Flood Control Works. Staff were directed to discuss the options being considered by the Board with appropriate municipal staff.

Report #39/18 is to obtain direction on the next steps in the development of a draft cost sharing policy for MVCA water and erosion control infrastructure.

The members discussed presenting a cost sharing approach for recreation and flood and/or erosion control works based upon a 50/50 split, with the authority share coming from the Water and Erosion Control Infrastructure Fund, if approved. The Board identified that decommissioning of any WECI structures should be financed through the WECI program and through the general levy to all municipalities. The Board further directed that a provision be included in the draft policy that would give any municipality the opportunity to take ownership of any WECI structure identified for decommissioning if they would like to have it replaced with a new structure. The Board directed that the draft policy should be circulated to all municipalities for feedback and the results reviewed at the September 19th Board meeting.

Motion FA #69/18

Moved by: Roger Watt

Seconded by: Paul Gowing

THAT staff prepare a draft policy based upon the direction provided by the Board and that the draft policy be circulated to all member municipalities for review and comment by September 1, 2018

(carried)

- d) Town of Minto Meeting re: Follow Up from June 23rd flooding in Harriston: **Report #40/18**

The Town of Minto held a meeting in Harriston in May to provide information to the public about the June 23rd flood event and to ask for input from the community on potential ideas for mitigating future floods in the community. Steve Jackson identified that there is not a program for assisting municipalities to develop and implement flood control mitigation measures. The Government of Canada's Disaster Mitigation and Adaptation Fund (DMAF) wouldn't be a likely possibility for assistance in rural communities due to its requirements and low level of funding support. It was also identified that MVCA should discuss the lack of funding in the Provincial Water and Erosion Control Infrastructure Program to support the maintenance and repairs to existing flood/erosion control infrastructure and that this shortfall should also be discussed with watershed MPP's as part of MVCA's government relations strategy.

Motion FA #41/18

Moved by: Alison Lobb

Seconded by: Matt Duncan

THAT the Chair and Vice-Chairs meet with John Nater Wellington-Perth MP to discuss how the DMAF could be improved to help rural communities; **AND THAT** North Perth and the Town of Minto municipalities be invited to attend this meeting **AND FURTHER THAT** the Chair and Vice-Chairs and representatives from North Perth be invited to attend meetings with watershed MPP's to discuss the shortfall in funding for Water and Erosion Control Infrastructure as well as the need for a Federal/Provincial Flood/Erosion Control Infrastructure Program.

(carried)

Healthy Lake Huron has developed a draft vision statement, objectives and a general five-year work plan for discussion. Staff attended the meeting held on June 13th and provided feedback to the steering committee recommending that the objectives be more specific and measurable. Staff also recommended that a more detailed work plan needs to be developed that is achievable within the next five years with the resources that are expected to be available from all of the partners.

This report presented by Phil Beard is to obtain direction from the Board about the proposed priorities that have been developed by the Healthy Lake Huron Steering Committee. Staff recommended that a letter be sent by the Chair to the Co-Chairs of the Healthy Lake Huron Initiative.

Motion FA #42/18

Moved by: Roger Watt

Seconded by: Deb Shewfelt

THAT the Board supports the priorities outlined in Report #41/18 for Healthy Lake Huron to focus on; **AND THAT** the MVCA send a letter to the Co-Chairs of the Healthy Lake Huron Steering Committee encouraging them to develop a more detailed work plan and objectives.

(carried)

7. Chair and Directors Reports

a) Chair's Report

There were no reports from the Chair tonight. The Chair advised that the Board needed to hold an in camera meeting to discuss a legal matter.

b) Director's Reports

There were no reports from the Member's tonight.

8. Consent Agenda

The following items were circulated to the Member's for their information.

- a) Revenue/Expenditure Report - May **Report #42/18**
- b) Agreements Signed: **Report #43/18**
- c) 2018 Budget/Work Plan Progress Report: **Report #44/18**

The following motion was made.

Motion FA #43/18

Moved by: Matt Duncan

Seconded by: Paul Gowing

THAT reports #42/18 through #44/18 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

All attendees except the Board, Phil Beard, Steve Jackson, Jayne Thompson and Danielle Livingston were excused from the meeting at this time.

Motion FA #44/18

Moved by: Paul Gowing

Seconded by: Wilf Gamble

THAT the Board of Directors move in camera to review a legal matter.

(carried)

The following motion was made at the in camera session.

Motion FA #45/18

Moved by: Roger Watt

Seconded by: Matt Duncan

THAT the Board of Directors resume regular session.

(carried)

Attendees that were excused from the closed session were invited back to regular session.

This motion followed.

Motion FA #46/18

Moved by: Deb Shewfelt

Seconded by: Paul Gowing

THAT the MVCA obtain an outline from the solicitor regarding communications that can be conveyed to the media and public regarding the rationale for the stay in proceedings and that MVCA contact the County of Huron to determine if they would like to develop similar messaging.

(carried)

9. Review of Meeting Objectives and Next meeting: Tentative July 20, 2018.

10. Adjournment

The meeting adjourned at 9:40 pm with this motion.

Motion FA #47/18

Moved by: Alison Lobb

Seconded by: Paul Gowing

THAT the meeting be adjourned.



carried)

Jim Campbell
Chair

Danielle Livingston 026
Administrative/Financial
Services Coordinator



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

TOWNSHIP OF WELLINGTON NORTH: CULTURAL ROUNDTABLE
September 20th, 2018 12:00 pm; Council Chambers, Kenilworth

COMMITTEE MEETING MINUTES

<u>Members Present:</u>	Chair Jim Taylor Bonny McDougall Robert Macdonald	Penny Renken Linda Hruska
<u>Staff Present</u>	Dale Small, EDO Michelle Stone, Recording Secretary	
<u>Absent:</u>	Councilor Dan Yake Trish Wake Gary Pundsack	Gail Donald Karen Armstrong

CALLING THE MEETING TO ORDER

- Chair Jim Taylor called the meeting to order at 12:00 p.m.

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION WNCR 2018-015

Moved: Robert Macdonald

Seconded: Penny Renken

THAT THE Agenda for the September 20th, 2018 Wellington North Cultural Roundtable Committee Meeting be accepted and passed.

CARRIED

DECLARATION OF PECUNIARY INTEREST

- None declared

MINUTES OF PREVIOUS MEETING

RESOLUTION WNCR 2018-016

Moved: Linda Hruska

Seconded: Penny Renken

THAT THE Cultural Roundtable Committee receive the minutes of the August 20th, 2018 Cultural Roundtable Meeting.

CARRIED

BUSINESS ARISING FROM MINUTES

- **Roger Brooks Video Presentation**

Dale Small, EDO

Dale Small, Economic Development Officer, led a discussion on the First Impressions Video and other presentations and reports from Roger Brooks. Although our link for the video is no longer available, there is a hard copy available, which has the advantage of allowing you to read through parts relevant to Wellington North.

Wellington North is part of the County membership and has access to Roger Brooks Association. Dale will bring the other video possibilities to the next meeting and the committee can review for ideas and areas of focus.

A report is going to Council Monday, September 24, 2018 recommending that Downtown Revitalization Committees be established as Committees of Council much like this one

- **Brainstorm Cultural Moment ideas for 2019**

Chair Jim Taylor

The rest of this year is covered, and looking into 2019 the following topics were brought forward as possible topics for the monthly Cultural Moment:

- Historical Buildings
- Activities or a segment of specific community
- Pioneer and Founding Family's history
- Celebrating, hamlets, bridges and highways with designated names – what is the “story” for the name,
- Farewell, Derrynane, Petherton, Wagram, Metz, Gordonville, Monck, Kenilworth, Mount View, Damascus, West Luther, Arthur Township and how were they settled.
- Trail Systems,
- Blacksmith shop
- Story of Howitzer at the Cenotaph in Mount Forest and of the murals in both Arthur and Mount Forest
- Twentieth Anniversary of Amalgamation (will be in 2019)
- Mount Forest Greenhouse Christmas Tree display story; Conn Nativity scenes, Arthur “Road to Bethlehem”
- Service Clubs – 4H, other service clubs, horticultural societies and their history in our area.

Committee suggested that the following items be placed on a “to do list”:

- 1) Work on getting the “Cultural Moments” out to a broader audience. Dale will contact the River and Biz Bull as a start and inquire about community announcement time available;
- 2). Have all past Cultural Moments available on website; update Simply Explore mapping and information.

NEW BUSINESS

- Chairs Report and update on historical site designation

Chair Jim Taylor

Both presentations at the recent Joint Economic Development meeting hosted by Wellington North were both informative and interesting. The Youth Action Council (YAC) members that came to the meeting were both informative and enthusiastic about their involvement with the YAC in their communities.

The Community Foundations presentation offered information on this new opportunity available that focuses on culture and the creative arenas in the community. This foundation only funds groups that have a charitable designation. A report will go to Council in January 2020 recommending that Wellington North join with Minto and Mapleton to establish a Joint Community Foundation, but subdivided with each having their own fund. Wellington North would contribute a onetime start-up contribution of up to \$10,000.00.

Historic Sites Designation – have met with Kate Rowley from the Mount Forest Archives. This is one of the projects that the archives are currently working on. This will require more work with the Cultural Roundtable in 2019.

- Wellington North Culture Days September 28, 29, 30

Dale Small, EDO

Review & Finalize Plans. More fliers are available and all else looks to be moving ahead. The parking issue at the Blacksmith shop is being addressed. Pylons and barriers will be put up and Councillor Yake is having signs done to direct visitors to available parking at both that the OPP Training Centre and the Municipal Office.

MOTIONS FOR COMMITTEE APPROVAL

RESOLUTION WNCR 2018-017

Moved: Linda Hruska

Seconded: Penny Renken

THAT THE Cultural Roundtable Committee endorses the concept of the Township of Wellington North partnering with the Centre Wellington Community Foundation to bring the services of a Community Foundation to Northern Wellington in an effort to build future funding for community development.

CARRIED

CULTURAL MOMENT

- October: **Conn** (provided by Penny and shared with the Committee)
- November: **Remembrance Day** (to be provided by Gail by October 26th)
- December (TBD with a Christmas theme)

MEMBERS PRIVILEGE / ROUNDTABLE

- Penny Renken - There will be a Gospel Sing at the Knox Presbyterian Church in Conn on Sunday, September 30th at 7:00 PM.
- Robert Macdonald – 5th Annual Farm Toy and Collectables Show on Saturday October 20th, 2018 10:00 AM to 3:00 PM at the Community Centre in the Arthur Lower Hall
- Bonny McDougall - On Sunday, November 11, 2018 there will be a Tribute to Veterans in Metz
- Please let Dale know if you would like to attend the October 23rd Live2Lead Seminar in Mount Forest

COMMITTEE MEETINGS

- October 5th; Wellington North Farmers Market Final Day; 3:00pm – 6:30pm Mount Forest
- October 10th; Board Training Series/Board Responsibility Training; 5:30 – 8:30 Harriston Library
- Oct 12/13/14; Butter Tarts & Buggies Fall Frolic; Various Northern Wellington/Southern Grey locations
- October 13th Arthur Chamber 25th Anniversary Featuring Darryl Sittler; 6:00pm Arthur Community Centre
- October 16th Mount Forest Chamber AGM; 6:00pm Mount Forest Legion
- October 23rd Live2Lead Seminar; 6:00pm Mount Forest Sports Complex
- October 26th Youth Action Council Haunted House; Murphy Park Mount Forest

NEXT COMMITTEE MEETING & ADJOURNMENT

The October committee meeting has been cancelled and the next meeting will be announced at a later date.

RESOLUTION WNCR 2018-018

Moved: Bonny McDougall

THAT THE Cultural Roundtable Committee meeting be adjourned at 1:37 pm.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE MINUTES
SEPTEMBER 19, 2018 AT 6:45 PM**

032

The meeting was held in the Plume Room at the Mount Forest & District Sports Complex.

Committee Members Present:

Sherry Burke, Councillor, Chairperson
Andy Lennox, Mayor
Marty Young, Lions Member
Raymond Tout, Lions Member
Jim Andress, Lions member
Jayme Hewson, Public Member
Laurie Doney, Public Member

Also Present: Jamie Lopes, Aquatic Design & Engineering

Staff Present: Mike Givens, CAO
Brent Lauber, Director of Operations
Tom Bowden, Interim Manager, Recreation Services

Absent: Dan Yake, Councillor

CALLING THE MEETING TO ORDER

Chair Burke called the meeting to order at 6:45 pm.

**PASSING AND ACCEPTANCE OF AGENDA
RESOLUTION**

Moved by: Jayme Hewson

Seconded by: Andy Lennox

THAT the agenda for the September 19th, 2018 Mount Forest Aquatic Ad-Hoc Advisory Committee meeting be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF

No declarations of pecuniary interest were declared.

BRENT LAUBER, DIRECTOR OF OPERATIONS

Request for Proposal RFP 2018-016 - Introduction and Scoring Criteria Summary

PRESENTATIONS

- ABC - Presenter: Mike Kitchen, Regional Representative
Mike Kitchen reviewed ABC's Proposal and then took questions from the Committee.

Brent Lauber, Director of Operations: Does the scope enhanced underground storage tank have a submersible pump or irrigation component to it's' design?

This would be for storage only, and equipped with an overflow. The collected water could be used by pumper trucks.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE MINUTES
SEPTEMBER 19, 2018 AT 6:45 PM**

033

Jim Andress, Lions Club Member: What is the cost of additional features that you mentioned can be added at a later time. The cost for the additional features mentioned would be approximately \$7300.00.

Ray Tout, Lions Club Member: In terms of site location, why did you select your location? Comments on parking, site servicing, visibility, local existing features including proximity to horse paddock and fencing adjacent to Newfoundland
This site was selected based on a number of considerations as presented, however we are flexible in using either location

Brent Lauber, Director of Operations: What exactly does the \$25,000 allocation in your presentation for Consulting Engineering and Contractor work include?
Our base price would be credited by this amount as we estimate Township costs would be in this neighbourhood.

Water conservation was a theme expressed in the RFP. Is your controller programmable, or does it energize by feature or cycle?

Pressing the activator will energize the entire pad for a 4 minute cycle. However, water demand is ramped up, with estimated minimums at 70 gpm. and maximum at 100 gpm.

The question time concluded this presentation and the Committee had a roundtable discussion.

- Openspace - Presenter: Janet Elliot, President

Janet Elliot reviewed Openspace's Proposal and then took questions from the Committee.

Councillor Burke, Chair: Can you comment on Service and Warranty?

Warranty is two years for controller and if placed in the building this would add additional safeguard. Generally \$400.00 per annum is good for annual maintenance budgeting purposes. To date, there has been only one warranty claim received for a paint issue.

Marty Young, Lion's Club Member: What is the difference in Concept 1 vs Concept 2 in terms of number of features?

They are the same at 18 valves.

Can you comment on pad sizing in terms of Concept 1 vs. Concept 2?

Grasslands uses less water and that affects the sizing recommended between concepts

Mayor Andy Lennox: Why is there a pricing difference between the two concepts?

There is more "clustering" in Concept 1 whereas Concept 2 has more zones and minimal feature duplication.

For the misting features, are there any clogging issues?

Generally no, it is prone to happen at start-up. Nozzles are easily cleaned with an item like a paper clip.

The question time concluded this presentation and the Committee had a roundtable discussion.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE MINUTES
SEPTEMBER 19, 2018 AT 6:45 PM**

034

The Committee did reviewed the requirements of the RFP and general discussions on how the Committee will review and time period **was established with a deadline of Tuesday, September 25th, 2018 at 7pm.**

RESOLUTION

Moved by: Ray Tout

Seconded by: Jim Andress

THAT the Mount Forest Aquatic Ad-Hoc Advisory Committee recommend to Council of the Township of Wellington North that installation of a future Mount Forest Splashpad is ideally situated at the South Side of the pavilion located at the Bill Moody Park, fronting onto Newfoundland Street.

CARRIED

DEPUTATIONS

None

BUSINESS ARISING FROM MNUTES

ITEMS FOR CONSIDERATION - NONE

CORRESPONDENCE - None

REPORTS – None

NEXT MEETING

Next meeting TBD

ADJOURNMENT

RESOLUTION

Moved by: Jayme Hewson

Seconded by: Ray Tout

THAT the Mount Forest Aquatic Ad-Hoc Advisory Committee meeting of September 19th, 2018 be adjourned at 9:30 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. 08145

October 2, 2018

BY EMAIL ONLY

Darren Jones, CBO

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

**Re: Lucas Subdivision, Mount Forest (Reeves Construction Limited)
 Draft Plan 23T-79087
 Preliminary Acceptance of Stage 3, Phase 1 (Lots 8 to 20)
 Preliminary Acceptance of Stages 1, 2 & 3, Phase 2 (Lots 1 to 7 & Lots 21 to 31)**

Reeves Construction Limited (Reeves) entered into a Subdivision Agreement with the Township for the Lucas Subdivision, on June 26, 2017. In accordance with terms of that Agreement, Reeves, through their Engineer, Cobide Engineering Inc., is requesting Preliminary Acceptance for Stage 3 of Phase 1 (electrical and street lighting), Preliminary Acceptance for Stages 1, 2 & 3 of Phase 2 (sewers, watermain, road, electrical and street lighting), and securities reductions. We note that Preliminary Acceptance of Stages 1 & 2 is one of the requirements before the Township will accept building permit applications.

Phase 1 – Preliminary Acceptance for Stage 3

Reeves constructed municipal servicing and roadways for Phase 1, which was completed by December, 2017. By resolution of Council on January 8, 2018, Preliminary Acceptance was granted for Stages 1 & 2 of Phase 1 (SWM facility, storm sewer, sanitary sewer, watermain, lot services, and road except not the surface lift of asphalt). Since that time, Reeves has completed electrical and street lighting work, and we are in receipt of the following related documentation:

- A September 28, 2018, certification letter from Cobide Engineering Inc.
- A December 15, 2017, ESA certificate for the street lighting.
- An October 1, 2018, acceptance email from Wellington North Power, for the electrical distribution system.

Cobide had prepared a December 11, 2017, deficiency list. In our January 3, 2018, letter we had requested some missing information or items be added to the deficiency list (e.g. asphalt compaction test results; flexible storm sewer deflection test report; CCTV of the storm sewer outlet through 440 King Street easement; broken King Street CB lid hinge; additional data on the ECA sewage works maintenance log; Service Locate sheets; As Recorded drawings, to also include showing limits of geogrid placed beneath unstable sections of the roadway). There was

also a request by the County for documentation for the works constructed across their property through a drainage easement. Cobide should advise us how and when these deficiencies and outstanding matters will be addressed, to the satisfaction of the Township. Upon completion, a meeting should be held to review.

There were potential concerns regarding the concrete curbing which was constructed without cold weather protection measures. To date there has been no evidence of unusual deterioration of that curbing. This will again be reviewed in the future, before the Township decides on its acceptability.

There may be a few locations of potential concern with the sanitary sewer based on late-2017 CCTV results, but they are inconclusive at this time. Those locations should be carefully camera-inspected in advance of surface asphalt placement.

There are also a number of outstanding things pertaining to King Street that were part of a 2017 project:

- Sidewalk, from Ronnie's Way to the not-for-profit housing entrance.
- Surface lift of asphalt (timing for this will need to be discussed with Township Public Works).

BMROSS and Township staff met with Cobide Engineering and Reeves on October 1, 2018, for a general overview of the works constructed since the previous December 7, 2017, site review meeting. An early-morning October 2, 2018, site visit confirmed the street lights are energized.

At this time Reeves is requesting Preliminary Acceptance for Stage 3 (electrical and street lighting). Based on the foregoing documentation and results of our site visit, we support this request. However, we urge Reeves and Cobide to address the foregoing outstanding issues.

The 2-year maintenance period for Stages 1 & 2 of Phase 1 expires on January 3, 2020, subject to resolution of all deficiencies. The 2-year maintenance period for watermain and sanitary sewer sections that were not constructed until 2018 are subject to the Phase 2 maintenance period duration.

Phase 2 – Preliminary Acceptances for Stages 1, 2 & 3

Reeves constructed municipal servicing, roadways, electrical and street lighting for Phase 2 in 2018. This included Phase 1 works the Township agreed could be deferred until early-2018 (i.e. the looping of watermain to Albert Street, and the concurrent construction of sanitary sewer).

We are in receipt of documentation provided to us by Reeves' Engineer, including the following:

- A September 28, 2018, certification letter from Cobide Engineering Inc.
- An October 1, 2018, acceptance email from Wellington North Power, for the electrical distribution system.
- CMT Engineering granular gradation test reports (Gran. "A" and Gran. "B")
- EC King concrete curb mix design.

- The Miller Group asphalt mix design (HL4)
- CMT Engineering compaction and geotechnical inspection results (subgrade, sanitary sewer bedding, sanitary sewer trench backfill, road subbase, road base)
- The Murray Group base asphalt (HL4) compaction test results.
- JJ McLellan backflow preventer testing and inspection report
- CMT Engineering concrete cylinder test report (7 day and 28day) for the curb.
- Cobide sanitary sewer exfiltration test report (section from Sarah Road to Doug's Court not completed due to the Lot 7 sanitary service connection).
- Cobide sanitary sewer deflection (Mandrell) test report.
- Cobide chlorine residual test report.
- Cobide watermain leakage test reports.
- Cobide Phase 2 Deficiency List, dated October 1, 2018.
- CCTV inspection report and DVDs, as completed by Foster Sewer Services on June 29 & July 5, 2018, for the sanitary sewer and services (copy sent to the Township's Water & Sewer Department).

In addition, we received documentation and communications from the Township's Water & Sewer Department that confirms the watermain was commissioned to their satisfaction, including microbiological test reports.

Similar to Phase 1, due to poor subgrade conditions, some of the as constructed roadway structure included the placement of geogrid and geotextile. The lateral, longitudinal and vertical locations are to be depicted on the As Recorded drawings Cobide is to prepare.

We note that, earlier this year, the Township accepted some changes to the storm sewer design at/near Albert Street, which resulted in the elimination of some structures and sewer.

Union Gas is currently scheduling their plant installation for Phase 2.

BMROSS and Township staff met with Cobide Engineering and Reeves on October 1, 2018, for a general overview of the works constructed. An early-morning October 2, 2018, site visit confirmed the street lights are energized.

A complete review of the constructed works will yet need to be arranged with Public Works staff and the Cobide deficiency list updated at that time. Other known outstanding matters include: ESA certificate for Phase 2 street lights; flexible storm sewer deflection testing.

Securities

Phase 1 securities, in the form of a Letter of Credit, was provided to the Township in 2017 by Reeves in the amount of \$722,881.44. By resolution of Council dated April 23, 2018, the Phase 1 securities amount was reduced to \$245,195.15. Since then, electrical and street lighting work have been completed. Cobide requests a securities reduction to \$149,671, which includes a 10% holdback on the original amount, an allowance for engineering and 13% HST. Because of the late securities reduction request, there was insufficient time to consider releasing the additional

holdback related to 2017 cold weather curb work. Therefore, we recommend a Phase 1 securities holdback in the amount of \$169,920.69.

Phase 2 securities, in the form of a Letter of Credit, was provided to the Township in 2018 by Reeves in the amount of \$328,754.44. Since then, Stages 1, 2 & 3 works have been constructed. Cobide requests a securities reduction to \$79,408.81, which includes a 10% holdback on the original amount, an allowance for engineering and 13% HST. We are satisfied with their calculation.

Subject to Council passing a resolution granting Preliminary Acceptance of Stage 3 for Phase 1 and Stages 1, 2 & 3 for Phase 2, we recommend securities reductions as follows:

Item	Phase 1	Phase 2
Original securities amount	\$722,881.44	\$328,754.44
Proposed total reductions to date	\$552,960.75	\$249,346.63
Remaining securities amount	\$169,920.69	\$79,407.81

Note: Minimum securities for each Stage of each Phase to be \$30,000 until expiry of the maintenance period and Final Acceptance

We enclose a copy of Reeves' Statutory Declaration Re: Liens, Liabilities & Payment of Accounts, for your records.

Summary

Based on available information provided to us by Reeves and their Engineer, it is our opinion 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 Lucas Subdivision (Draft Plan 23T-79087) in the community of Mount Forest:

- 1. Preliminary Acceptance for Stage 3 of Phase 1 (Lots 8 to 20),***
- 2. Preliminary Acceptance for Stage 1, Stage 2 and Stage 3 of Phase 2 (Lots 1 to 7 and Lots 21 to 31),***
- 3. A reduction in the Phase 1 securities to the amount of \$169,920.69, and***
- 4. A reduction in the Phase 2 securities to the amount of \$79,407.81.***

There will be a 2-year maintenance period for these accepted works.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per 

Frank Vanderloo, P. Eng.

Encls.

c.c. Letter only (by email):

Patrick Kraemer, Duncan, Linton LLP

Doug Reeves, Reeves Construction Limited

Travis Burnside, P. Eng., Cobide Engineering

Brent Lauber, Director of Operations, Wellington North

Barry Trood, Water & Sewer Superintendent, Wellington North

Dale Clark, Roads Superintendent, Township of Wellington North

Mike Givens, CAO, Township of Wellington North



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

FROM: BRENT LAUBER, DIRECTOR OF OPERATIONS

**SUBJECT: REPORT OPS 2018-023 BEING A REPORT ON THE WINTER
MAINTENANCE PROGRAM FOR THE TOWNSHIP'S CONNECTING
LINK HIGHWAYS**

RECOMMENDATION

THAT Report OPS 2018-023 being a report on the winter maintenance program for the Township's connecting link highways be received;

AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to enter into the 2018/2019 Connecting Link Winter Maintenance agreement with Owen Sound Highway Maintenance Limited for the former town of Mount Forest and former Village of Arthur.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

PW-2017-028, PW-2016-063

BACKGROUND

Owen Sound Highway Maintenance Limited (Integrated Maintenance and Operation Services Inc. - IMOS) is the MTO's contractor for Highway 6 and Highway 89, with the exception of the connecting link, within the Township of Wellington North.

The proposed agreements would see IMOS perform winter maintenance on the connecting link portions of Highway 6 and Highway 89. A copy of the agreements has been included as Schedule A (Arthur) and Schedule B (Mount Forest) in By-law No. 087-18 attached in this agenda.

These provincial highways are maintained to a Class 2 standard, which is a higher standard than the roadways typically maintained by Township forces. The Township of Wellington North does not have the capability to perform this work ourselves.

FINANCIAL CONSIDERATIONS

Equipment and material data have been adjusted for supplier increases based on Consumer Price Index. Price increases starting year 2015 are as follows:

Invoice Date	2015/2016*	2016/2017 *	2018/2019*	Increase
Dec 31 st	\$16,860.50	\$17,147.13	\$17,786.92	3.7%
Feb 28 th	\$16,860.50	\$17,147.13	\$17,786.92	
Total Cost	\$33,721.00	\$34,294.26	\$35,573.84	

*- plus applicable taxes

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes No N/A

Which pillars does this report support?

- | | |
|--|--|
| <input type="checkbox"/> Community Growth Plan | <input type="checkbox"/> Community Service Review |
| <input type="checkbox"/> Human Resource Plan | <input type="checkbox"/> Corporate Communication Plan |
| <input type="checkbox"/> Brand and Identity | <input type="checkbox"/> Positive Healthy Work Environment |
| <input checked="" type="checkbox"/> Strategic Partnerships | |

Township, by partnering with the MTO's winter maintenance contractor, assures consistent service-levels along our communities portion of Highway 6 and Highway 89.

PREPARED BY:	RECOMMENDED BY:
<i>Brent Lauber</i>	<i>Michael Givens, CAO</i>
BRENT LAUBER DIRECTOR OF OPERATIONS	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

Schedule A – Proposed Winter Maintenance Agreement - ARTHUR

Schedule B – Proposed Winter Maintenance Agreement – MOUNT FOREST



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

FROM: BRENT LAUBER, DIRECTOR OF OPERATIONS

**SUBJECT: REPORT OPS 2018-022 BEING A REPORT ON THE 2018
PROCUREMENT OF A TRACTOR & BLOWER**

RECOMMENDATION

THAT Report PW 2018-022 being a report on the 2018 procurement of a tractor and blower be received;

AND FURTHER THAT the Council of the Township of Wellington North award the supply of the 2018 tractor and blower to Maple Lane Farm Services at a net cost of \$181,641.89;

AND FURTHER THAT the \$51,641.89 difference between the net purchase price and the 2018 approved capital budget of \$130,000 be funded from reserves and sale of existing equipment.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The tractor and blower purchase is required, in part, to replace a 1975 John Deere model within fleet. It is to be operated during the spring and fall period for roadway grass cutting. As well, this equipment will be utilized for winter operations for works yards, predominantly for snow removal.

The new tractor and blower will ensure service levels are maintained while reducing the annual operating and maintenance costs associated with aged equipment, and rental of additional equipment for Township projects.

The following tenders were evaluated and received (HST inclusive):

Maple Lane Farm Service - \$182,031.10
 Stoltz Sales and Service - \$224,525.22
 Premeir Equipment - \$ 241,297.02
 Roberts Farm Equipment - \$275,381.00

All submissions meet the specifications set out by the Roads Division and have similar warranties. Staff would like to proceed with the purchase of the 2018 tractor and blower (Massey Ferguson model 77165 tractor, Norman H Series Blower) from Maple Lane Farm Service as it provides the best financial benefit to the Township.

FINANCIAL CONSIDERATIONS

The budgeted estimate for purchase of the tractor and blower was \$130,000.00 within the approved 2018 capital budget. An additional \$51,641.89 will be required.

The Township expects to receive approximately \$7,000.00 for sale of the 1976 John Deere 3130 and blower upon receipt of the new tractor and blower.

The balance is to be funded from a combination of the following reserves:

- 1) Reserve for Equipment ~ \$30,000.00 and;
- 2) Working Capital – Residual Overage ~ \$14,641.89.

The balance of Reserve for Equipment is \$30, 720.00 and the balance for Working Capital is \$637, 959.00.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes No N/A

Which pillars does this report support?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Community Growth Plan
<input type="checkbox"/> Human Resource Plan
<input type="checkbox"/> Brand and Identity
<input type="checkbox"/> Strategic Partnerships | <input checked="" type="checkbox"/> Community Service Review
<input type="checkbox"/> Corporate Communication Plan
<input type="checkbox"/> Positive Healthy Work Environment |
|---|---|

Fleet purchases that are aligned with the Township's Fleet Management Policy ensure that staff have the appropriate equipment to meet community servicing expectations.

PREPARED BY:

RECOMMENDED BY:

Dale Clark

Brent Lauber

**DALE CLARK
ROAD SUPERINTENDENT**

**BRENT LAUBER
DIRECTOR OF OPERATIONS**



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-042 BEING A REPORT TO CONSIDER THE
ENGINEER'S REPORT FOR THE PROPOSED DRAINAGE
WORKS FOR WEST LUTHER DRAIN 19 (BRUBACHER) AND TO
APPOINT A COURT OF REVISION**

RECOMMENDATION

THAT Council of the Corporation of Wellington North receive Report CLK 2018-042 being a report consider the final engineer's report for the proposed drainage works for the West Luther Drain 19 Brubacher Drain;

AND FURTHER THAT Council hereby approves the final engineer's report dated August 31, 2018, prepared by K. Smart Associates Limited;

AND FURTHER THAT Council give first and second reading to a provisional by-law to adopt the final engineers report;

AND FURTHER THAT Council set the date for the Court of Revision as November 5, 2018 at 2:00 p.m. to hear any appeals filed in this matter.

AND FURTHER THAT Council of the Township of Wellington North hereby appoint the following individuals to sit on the Court of Revision

Councillor _____

Councillor _____ and

Councillor _____

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to appoint those members to the Court of revision.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Report CLK 2017-024 being a report regarding a petition for drainage works under the Drainage Act on North Part Lot 3, Concession 10 (formerly West Luther)

BACKGROUND

Council passed a motion at the July 24, 2017 meeting, approving drainage works under the *Drainage Act* on North Part Lot 3, Concession 10 in the Township of Wellington North, formerly Arthur Twp. and appointed K. Smart Associates Limited to prepare a report on the work to be undertaken.

A public meeting was held on June 20, 2018 at the municipal office in Kenilworth with impacted landowners to review the process, the watershed boundary, the proposed work and landowner costs related to the project.

The final engineers report was submitted by K. Smart Associates Limited on September 11, 2018 and copy is available in the Clerk's office at the Township of Wellington North. Additionally all impacted landowners, plus agencies were circulated with a copy of the report.

The engineering report indicates the work will consist of the excavation/widening of 300 metres of open drain on Branch D. Filling in 752 metres of existing ditch and grading it as an overflow swale and 752 metres of closed drain on Branch E. 173 metres of closed drain beside an existing Drain on Branch F.

The estimated cost of the project is \$177,715.11.

The watershed served is approximately 150.3 hectares.

Pursuant to the *Drainage Act*, the report was circulated to impacted landowners and agencies within 30 days of receipt of the report and a notice was provided advising landowners and agencies the date, time and location of the meeting at which the report will be considered.

Pursuant to the Act, Council must approve the engineer's report and adopt a provisional by-law by first and second reading or not approve the report and provide the reasons for their decision.

If Council approves the work, a Court of Revision will be held on November 5, 2018 at which landowners may appeal their assessment. All landowners who are affected must then be advised of any revisions and provisions for further appeals.

After the appeal process has expired, the by-law will be given third reading, the process for construction of the drainage works can begin and benefitting landowners and road authorities will be assessed costs in accordance with the approved engineer's report.

FINANCIAL CONSIDERATIONS

The municipality has been assessed \$23,883 for work on Line 10 and \$2,532 for work on Sideroad 3 W.

Assuming Council support of the report these amounts will be captured in the 2019 Municipal Drains Budget.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

- Yes
- No
- N/A

Which pillars does this report support?

- Community Growth Plan
- Community Service Review
- Human Resource Plan
- Corporate Communication Plan
- Brand and Identity
- Positive Healthy Work Environment
- Strategic Partnerships

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES	MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER
---	---



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-043 BEING A REPORT ON A TEMPORARY
ROAD CLOSURE POLICY**

RECOMMENDATION

THAT Council of the Corporation of Wellington North receive Report CLK 2018-043 being a report on a Temporary Road Closure Policy;

AND FURTHER THAT Council hereby approves Temporary Road Closure Policy.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The Township of Wellington North typically receives about a dozen requests a year to temporarily close a municipal road for a special event.

There is no formal policy in place to ensure fairness, transparency and guidelines to organizations and service clubs that make these requests.

Staff have developed a Temporary Road Closure policy, attached as Schedule A hereto.

It is expected with the implementation of this policy requests will be more formalized and requests and approvals will be easier to track.

FINANCIAL CONSIDERATIONS

There is no fee for applying for a temporary road closure.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

- Yes
- No
- N/A

Which pillars does this report support?

- Community Growth Plan
- Human Resource Plan
- Brand and Identity
- Strategic Partnerships
- Community Service Review
- Corporate Communication Plan
- Positive Healthy Work Environment

By revising the form and developing a formal policy ensures all user groups have a formal process to follow and ultimately has checks and balances in place to ensure requests are tracked in an appropriate fashion.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES	MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER
---	---



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APPENDIX A

TEMPORARY ROAD CLOSURE POLICY

DEPARTMENT	CLERK	POLICY NUMBER	
EFFECTIVE DATE		LEGISLATIVE AUTHORITY	Municipal Act, 2001
APPROVED BY:	RESOLUTION		

PURPOSE

To support and facilitate advance planning for charitable special events, to protect public safety and manage risk to organizers, participants and the Township of Wellington North.

OBJECTIVE

- Provide logistical assistance to organizers of special events on municipal property, streets and roadways.
- Facilitate successful events and fundraising activities for charitable organizations, local service clubs and organizations.
- Ensure municipal interests are met and services required by event organizers are provided to assist with a successful event.
- Ensure municipal road closures are conducted safely, legally and in a manner to manage risk to all parties.

APPLICABILITY

Any temporary road closure required for a special event shall not be permitted without obtaining approval from the municipality.

SUBMISSION REQUIREMENTS

Requests shall be submitted no later than one month and no earlier than 3 months prior to the event.

Every request for a temporary road closure must be submitted individually for a specific date.

Requests shall be made by using the form attached hereto as Schedule A. Forms are also available at the municipal office or on the municipal website.

A Certificate of Insurance confirming insurance for your group, organization or association with Comprehensive General Liability coverage in the amount of \$2,000,000.00 naming The Township of Wellington North as an “additional insured” must be submitted with the application.

If applicants require special assistance from the roads departments (barricades, etc.) the request must be made at the time of the initial application.

A request shall not be processed for approval unless it is a complete submission.

On receipt of a complete application a notice of receipt will be issued to the applicant. This is a notice of receipt only, not an approval of the temporary road closure.

Permits and approvals are issued with no fee.

Fundraisers for private individuals/corporations will not be approved.

Applicants shall contact the Wellington County Ontario Provincial Police to make arrangements should police assistance be required at the event.

The municipality reserves the right to refuse an application and to impose on the event whatever restriction it deems appropriate in the circumstance.

**TEMPORARY ROAD CLOSURE APPLICATION**7490 Sideroad 7 W, PO Box 125, Kenilworth, ON N0G 2E0
519-848-3620 or email: township@wellington-north.com

ORGANIZATION NAME				
1	Name of Organization:	Name of Individual acting on behalf of the Organization:	Telephone:	Mobile:
	Address:		City/Town:	Province: ON Postal Code:
	Email:	Fax:	Signature of Official _____ OR I have the authority to submit this application YES <input type="checkbox"/>	
APPLICATION COMPLETE - NOTICE OF RECEIPT ISSUED TO APPLICANT (TO BE COMPLETED BY MUNICIPALITY)				
YES <input type="checkbox"/> DATE / / STAFF SIGNATURE _____				
DETAILS OF TEMPORARY ROAD CLOSURE (TO BE COMPLETED BY THE APPLICANT)				
2	Date of temporary closure / /			
	Estimated number of participants			
	Description of Road/Intersection to be temporarily closed			
	Provide a diagram:			
REASON FOR REQUESTING A TEMPORARY ROAD CLOSURE (TO BE COMPLETED BY THE APPLICANT)				
3	Parade <input type="checkbox"/> Festival <input type="checkbox"/> Race/Run <input type="checkbox"/> Toll Booth <input type="checkbox"/> Other <input type="checkbox"/> Explain Other			
	If funds are being raised what is the proposed use of the funds			
SPECIAL REQUEST (TO BE COMPLETED BY THE APPLICANT)				
4	Required from the municipality: Barricades <input type="checkbox"/> Cones <input type="checkbox"/> Detour Signs <input type="checkbox"/> Other (specify)			

TRACKING (TO BE COMPLETED BY THE MUNICIPALITY)

DATE RECEIVED BY THE MUNICIPALITY / /

Method Email Fax In person Regular mail

DATE APPLICATION DEEMED COMPLETE

Form completed in full Certificate of insurance submitted Site plan submitted

DATE NOTICE APPROVAL OF TEMPORARY ROAD CLOSURE SENT TO ORGANIZATION / /

Method Email Fax In person Regular mail **NOTIFICATION (TO BE COMPLETED BY THE MUNICIPALITY)**

Date / /

Roads Dept Fire Dept Parks & Rec Water Dept OPP WNP GW Paramedics Other

Specify

APPROVAL

DD / MM / YYYY

BRENT LAUBER, Director of
Operations

/ /

DALE CLARK, Roads
Superintendent

/ /

OTHER:

/ /



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-044 BEING A REPORT ON CONSENT
APPLICATION B99-18 (BYE)**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-044 being a report on Consent Application B99-18 known as Part Pk Lot 9, South of Waterloo St (formerly Mount Forest) now the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B99/18 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** a Parkland dedication fee be paid (\$1,000 in 2018);
- **THAT** the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;
- **THAT** the applicant provides, to the satisfaction of the local Municipality, an MOECP acknowledged Record of Site Condition for the severed parcels which provides:
 - Evidence that the site is not contaminated and no remediation is required;
 - or that the required site remediation has taken place.

AND FURTHER THAT Council authorizes the Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

N/A

BACKGROUND

The subject property is known as Part Pk Lot 9, South of Waterloo St (formerly Mount Forest) now the Township of Wellington North;

Proposed severance is 15.2m frontage x 38.1m = 580.5square metres (Severance #1 on sketch), vacant land for proposed urban residential use.

Retained parcel is 6,541.4 square metres with 261m frontage, existing and proposed commercial use with 3 existing buildings for mechanic services, shown on Schedule A.

Municipal comments were requested from the Chief Building Official, Director of Operations, Director of Finance, Drainage Superintendent and the County of Wellington Planner.

Wellington County planning comments are attached hereto as Schedule "B and are generally supportive.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in parkland dedication fees and clearance fees.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes

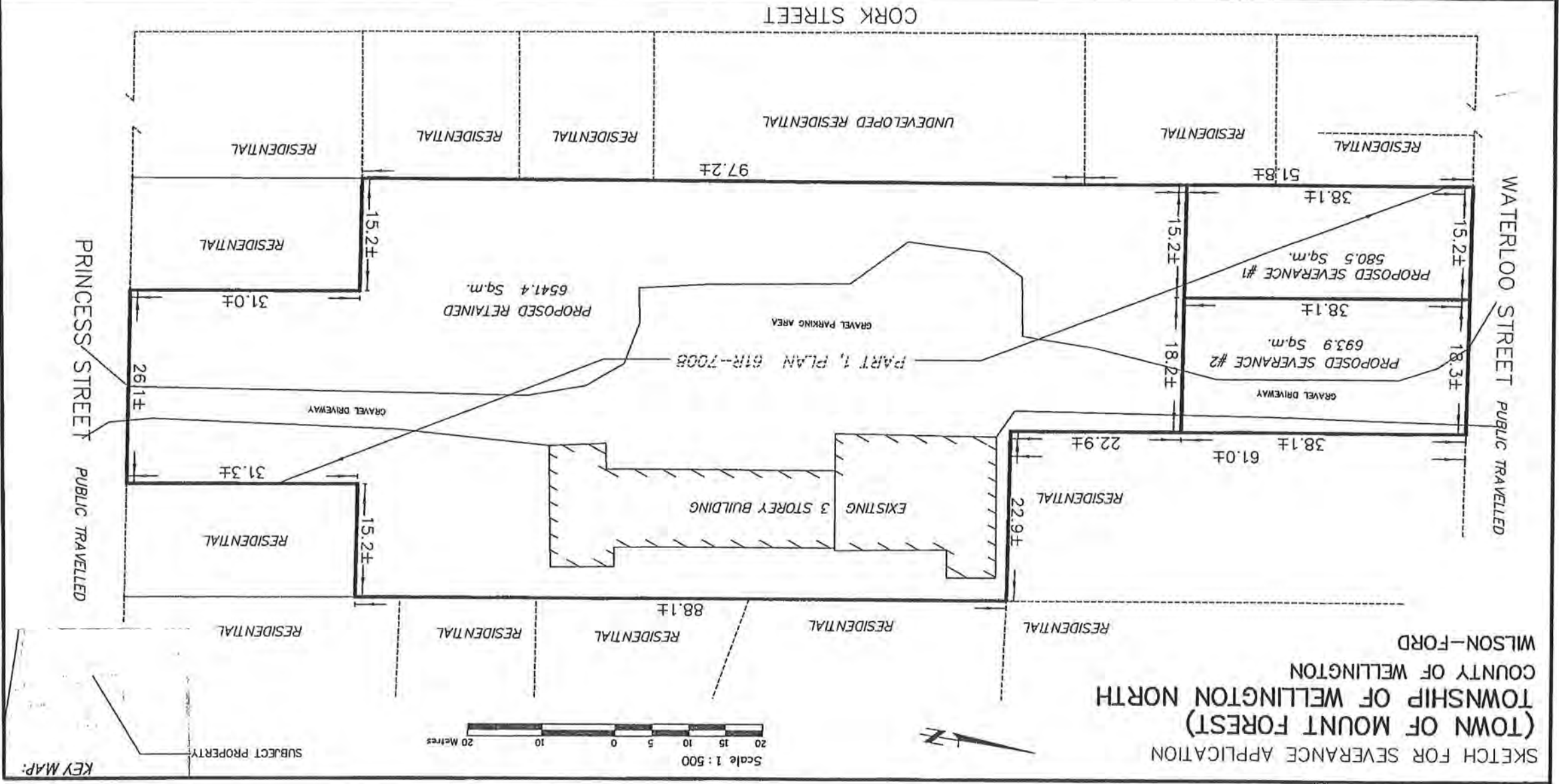
No

N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

Map to show by

<p>WILSON - FORD Surveying & Engineering 120 KING ST. E., Box 294, MOUNT FOREST ON, N0G 2L0 PHONE (519)323-2451</p>	<p>PROJECT No.: 9006 BYE</p> <p>GREG FORD, P.Eng.(CIVIL) ONTARIO LAND SURVEYOR</p> <p>5 SEPTEMBER, 2018</p> <p>THIS SKETCH WAS PREPARED FOR HARRY BYE ENTERPRISES AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES. THIS IS NOT AN ORIGINAL COPY UNLESS ACCOMPANIED BY A SEAL.</p>	<p>CAUTION: THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.</p> <p>© WILSON FORD SURVEYING & ENGINEERING 2018</p> <p>NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS SKETCH IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.</p> <p>DIMENSIONS SHOWN HEREON REPRESENT A COMPARISON OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.</p>
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SKETCH FOR SEVERANCE APPLICATION
 (TOWN OF MOUNT FOREST)
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON
 WILSON-FORD

Scale 1 : 500
 20 15 10 5 0 10 15 20 Metres

KEY MAP: SUBJECT PROPERTY

Schedule A



SCHEDULE B

Application Location	B99/18 & B100/18 Pt Pk Lt 9, South Waterloo St. TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Harry Bye Investments Ltd

PLANNING OPINION: These application would sever two residential lots in the Urban Centre of Mount Forest as follows:

Application #	Lot area	Frontage
B99/18	580.5 m ² (6,248.8 ft ²)	15.2 m (49.8 ft)
B100/18	693.9 m ² (7,469 ft ²)	18.3 m (60 ft)
Retained lands	6,541.4 m ² (1.6 ac)	26.1 m (85.6 ft)

Planning Staff have no concerns with the proposed application provided that the following matters are addressed as a condition of approval:

- a) That the applicant provides, to the satisfaction of the local Municipality, an MOEE acknowledged Record of Site Condition for the severed parcels which provides:
 - i) Evidence that the site is not contaminated and no remediation is required;
 - ii) or that the required site remediation has taken place; and
- b) That safe driveway access and servicing can be provided to the site to the satisfaction of the Local Municipality.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the urban area of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

Section 3.2.2 of the PPS states sites with contaminants in land or water shall be assessed and remediated as necessary prior to any activity on the site associated with the proposed use such that there will be no adverse effects.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and is located in the Urban Centre of Mount Forest. Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The lands are currently zoned R2 and permit the development of single detached dwellings.

The matters under section 10.1.3 were also considered including b) that all lots can be adequately serviced with water, sewage disposal... to accepted municipal standards and without undue financial burden on the municipality... l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses; and i) That lots are not created in area which would pose a threat to public health or safety.

Regarding item l) the proposed consents will facilitate the development of two single detached dwellings on the properties. While the new lots will not be as deep as the lots to the west, they will still provide enough space to site a dwelling in a similar fashion to neighbouring dwellings to the east and provide a reasonable lot transition to the shallower lots to the west. The proposed lots exceed the minimum lot area and frontage requirements of the R2 zone and represent a compatible form of development for the area.

Regarding item i) above the application indicates that the subject property was formerly used as an automobile repair shop. According to the section 4.5.2 of the plan, "development will not be permitted on contaminated sites. Development may only proceed once a contaminated site is restored and no adverse

**Planning and Development Department, County of Wellington**

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9

T 519.837.2600 F 519.823.1694

SCHEDULE B

effect will result from any on-site activity associated with the proposed use...". The proposed residential severances are a more sensitive landuse then previously existed on the site. In order to ensure that there is no contamination on the site or the appropriate remediation work has been completed a record of site condition will be required as a condition of approval to the satisfaction of the local Municipality.

WELL HEAD PROTECTION AREA: The subject property is not located within a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Residential (R2). It appears that both the severed and retained lots can meet the minimum lot area and frontage requirements of the zoning by-law for a single detached dwelling.

SITE VISIT INFORMATION: The subject property has not yet been visited.

A handwritten signature in cursive script that reads "Jameson Pickard".

Jameson Pickard, Planner
September 28th, 2018



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

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063

Plan to
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-045 BEING A REPORT ON CONSENT
APPLICATION B100-18 (BYE)**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-045 being a report on Consent Application B100-18 known as Part Pk Lot 9, South of Waterloo St (formerly Mount Forest) now the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B99/18 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** a Parkland dedication fee be paid (\$1,000 in 2018)
- **THAT** the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;
- **THAT** the applicant provides, to the satisfaction of the local Municipality, an MOEE acknowledged Record of Site Condition for the severed parcels which provides:
 - Evidence that the site is not contaminated and no remediation is required;
 - or that the required site remediation has taken place.

AND FURTHER THAT Council authorizes the Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

N/A

BACKGROUND

The subject property is known as Part Pk Lot 9, South of Waterloo St (formerly Mount Forest) now the Township of Wellington North;

Proposed severance is 18.3m frontage x 38.1m = 693.9 square metres (Severance #2 on sketch shown as Schedule A), vacant land for proposed urban residential use.

Retained parcel is 6,541.4 square metres with 261m frontage, existing and proposed commercial use with 3 existing buildings for mechanic services.

Municipal comments were requested from the Chief Building Official, Director of Operations, Director of Finance, Drainage Superintendent and the County of Wellington Planner.

Wellington County planning comments are attached hereto as Schedule "B and are generally supportive.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in parkland dedication fees and clearance fees.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

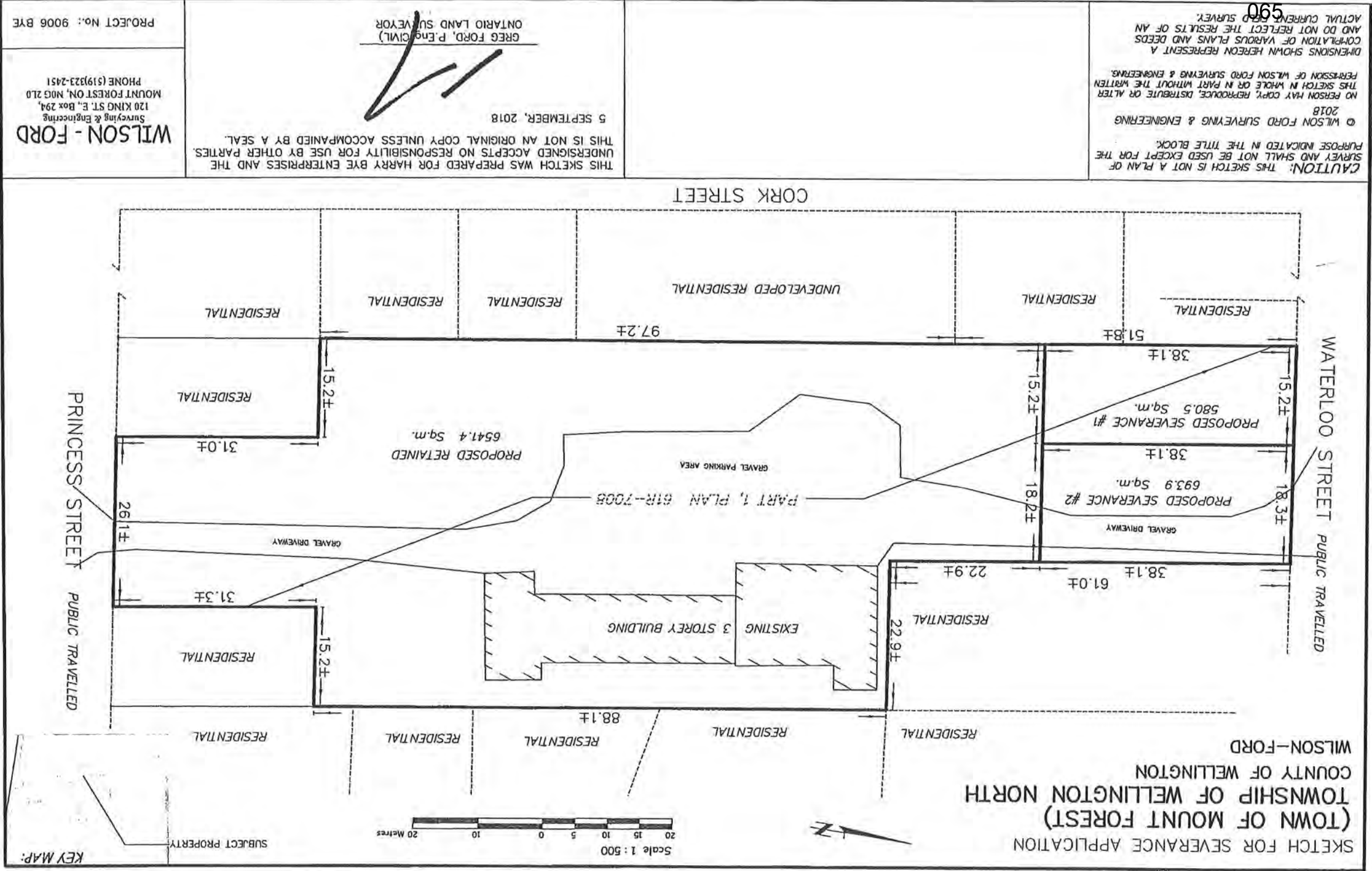
Yes

No

N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

Schedule A



SKETCH FOR SEVERANCE APPLICATION
 (TOWN OF MOUNT FOREST)
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON
 WILSON-FORD

CAUTION: THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.
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THIS SKETCH WAS PREPARED FOR HARRY BYE ENTERPRISES AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES. THIS IS NOT AN ORIGINAL COPY UNLESS ACCOMPANIED BY A SEAL.
 5 SEPTEMBER, 2018
 GREG FORD, P. Eng. (CIVIL)
 ONTARIO LAND SURVEYOR

WILSON - FORD
 Surveying & Engineering
 120 KING ST. E., Box 294,
 MOUNT FOREST ON, N0G 2L0
 PHONE (519)323-2451

PROJECT No.: 9006 BYE

Handwritten notes at top left corner.



SCHEDULE B

Application	B99/18 & B100/18
Location	Pt Pk Lt 9, South Waterloo St. TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Harry Bye Investments Ltd

PLANNING OPINION: These application would sever two residential lots in the Urban Centre of Mount Forest as follows:

Application #	Lot area	Frontage
B99/18	580.5 m ² (6,248.8 ft ²)	15.2 m (49.8 ft)
B100/18	693.9 m ² (7,469 ft ²)	18.3 m (60 ft)
Retained lands	6,541.4 m ² (1.6 ac)	26.1 m (85.6 ft)

Planning Staff have no concerns with the proposed application provided that the following matters are addressed as a condition of approval:

- a) That the applicant provides, to the satisfaction of the local Municipality, an MOEE acknowledged Record of Site Condition for the severed parcels which provides:
 - i) Evidence that the site is not contaminated and no remediation is required;
 - ii) or that the required site remediation has taken place; and
- b) That safe driveway access and servicing can be provided to the site to the satisfaction of the Local Municipality.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the urban area of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

Section 3.2.2 of the PPS states sites with contaminants in land or water shall be assessed and remediated as necessary prior to any activity on the site associated with the proposed use such that there will be no adverse effects.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and is located in the Urban Centre of Mount Forest. Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The lands are currently zoned R2 and permit the development of single detached dwellings.

The matters under section 10.1.3 were also considered including b) that all lots can be adequately serviced with water, sewage disposal... to accepted municipal standards and without undue financial burden on the municipality... l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses; and i) That lots are not created in area which would pose a threat to public health or safety.

Regarding item l) the proposed consents will facilitate the development of two single detached dwellings on the properties. While the new lots will not be as deep as the lots to the west, they will still provide enough space to site a dwelling in a similar fashion to neighbouring dwellings to the east and provide a reasonable lot transition to the shallower lots to the west. The proposed lots exceed the minimum lot area and frontage requirements of the R2 zone and represent a compatible form of development for the area.

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**Planning and Development Department, County of Wellington**

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9

T 519.837.2600 F 519.823.1694

SCHEDULE B

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WELL HEAD PROTECTION AREA: The subject property is not located within a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Residential (R2). It appears that both the severed and retained lots can meet the minimum lot area and frontage requirements of the zoning by-law for a single detached dwelling.

SITE VISIT INFORMATION: The subject property has not yet been visited.

A handwritten signature in cursive script that reads "Jameson Pickard".

Jameson Pickard, Planner
September 28th, 2018



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Kenilworth, ON N0G 2E0

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068

Plan to
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2018-046 BEING A REPORT ON SALE OF LAND
100 SOUTH WATER STREET**

RECOMMENDATION

BE IT RESOLVED THAT the Council of the Corporation of the Township of Wellington North receive report CLK 2018-046 being a report on a sale of land known as 100 South Water Street;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North hereby declares the land known as Part 2 on 60R-2883 to be surplus;

AND FURTHER THAT The Council of the Corporation of the Township of Wellington North direct staff to work with Margaret Reid to finalize an Agreement of Purchase and Sale for the above lands for an amount not less than \$5,000.

AND FURTHER THAT The Mayor and the Clerk of the Corporation are hereby authorized and directed to take such action and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Report CLK 2017-009 being a closed report on the purchase of 100 South Water Street

BACKGROUND

In 2013 the Ministry of Transportation (MTO) notified Wellington North that South Water Street was encroaching on MTO property shown on Schedule A as Parts 1 and 2 on 60R-2883, known as 100 South Water Street. Subsequently they declared the land surplus and conveyed it to the municipality for the appraised value of \$5,000.00 in March of 2018.

The property is subject to an easement in favour of 90 South Water Street, owned by Margaret Reid. The easement is for an entrance from South Water Street to Mrs. Reid's property.

The municipality entered into a non-flip agreement with MTO, stating if the property was sold within five years for more than \$5,000.00 we would reimburse MTO for the difference.

The municipality now wishes to convey Part 2 on Plan 60R-2883 to Mrs. Reid.

The Sale and Disposition of land policy provides:

- (1) Before Selling any land or entering into a binding agreement to sell any land, Council shall:
- (a) by by-law or resolution passed at a Meeting open to the public, declare the land to be surplus;
 - (b) obtain at least one appraisal of the fair market value of the land; and
 - (c) give notice to the public in accordance with Subsection 2 (5) below, of the proposed Sale.

Under Section 2 (d) of the policy, an appraisal is not required if the land does not have direct access to a highway if sold to the owner of land abutting that land.

The subject lands, on registration of the transfer, would merge with Mrs. Reid's property known as 90 South Water Street.

Part 1 on 60R-2883 will remain under the ownership of the municipality and will be subject to an easement in favour of Mrs. Reid's property in order to access South Water Street.

FINANCIAL CONSIDERATIONS

The municipality will realize \$5,000.00 less legal fees.

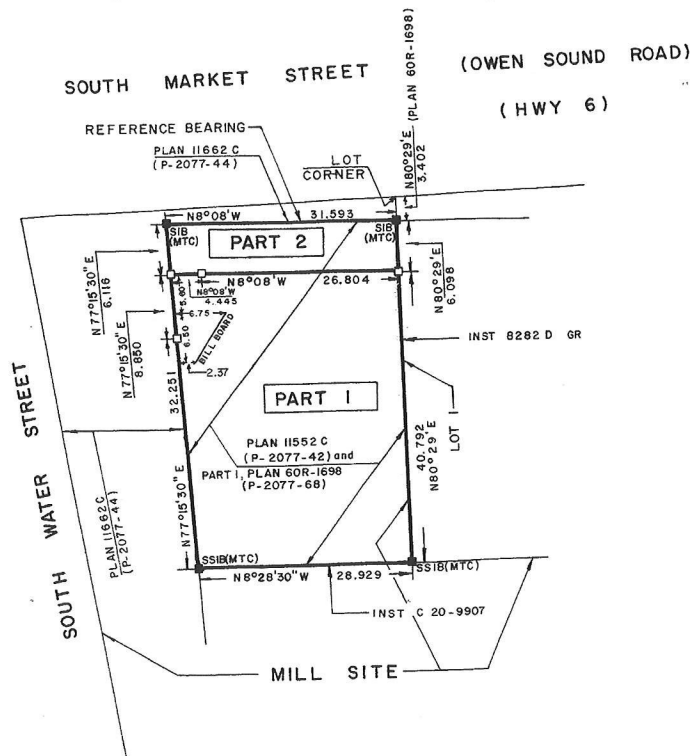
STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

PREPARED BY:	RECOMMENDED BY:
<i>Karren Wallace</i>	<i>Michael Givens</i>
KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES	MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER

SCHEDULE A



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT

89-05-30

B.J. Bell
B.J. BELL
HEAD, SURVEYS AND PLANS

PLAN 60R-2883

RECEIVED AND DEPOSITED

19 June 1989

[Signature]
LAND REGISTRAR
FOR THE REGISTRY DIVISION OF WELLINGTON NORTH

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

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

SCHEDULE				
PART	AREA	INST.	NAME	LOCATION
1	1229.0m ²	PLAN	CROWN: (MINISTRY of TRANSPORTATION and COMMUNICATIONS)	Part of MILL SITE
2	191.5m ²	11552 C		or MILL PLOT

REFERENCE PLAN
IN THE TOWN OF
MOUNT FOREST
COUNTY OF WELLINGTON

SCALE 1:500

5m 0 10 20m

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.
- THE SURVEY WAS COMPLETED ON THE 27th DAY OF FEBRUARY 1989.

29th May 1989

Denis Murphy
DENIS MURPHY
ONTARIO LAND SURVEYOR

BEARINGS ARE ASTRONOMIC DERIVED FROM THE EAST LIMIT OF PART I, PLAN 60R-1698 (P-2077-68) BEING N8°08'W AND REFERRED THE MERIDIAN THROUGH THE INTERSECTION OF SMITH STREET AND CANOTOGA STREET IN THE VILLAGE OF ARTHUR. (LONGITUDE 80°33'W)

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS, 1989

MTC USE ONLY

W.O. 88-32-522

HWY 6	PLAN APPROVED WITH INSTRUCTIONS AND APPROVALS <i>P. J. Rule</i> <u>89-05-30</u>	PLAN TYPE 'U' P-2077-77
INDEXED UNDER TWP of ARTHUR	PARTY CHIEF P. J. RULE	SENIOR SUPERVISOR PLANS
SUPERVISOR SURVEYS DENIS MURPHY OLS	PARTY CHIEF E. REAR	EXAMINER PLANS L. P. JOBB
		TECHNICIAN PLANS S. W. SHER
		TECHNICIAN PLANS M. F. RYAN
		S.W. REGION



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071

Plan to
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF OCTOBER 9, 2018**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2018-047 BEING A REPORT ON ONTARIO
WILDLIFE DAMAGE COMPENSATION PROGRAM
DELEGATION OF AUTHORITY**

RECOMMENDATION

BE IT RESOLVED THAT the Council of the Corporation of the Township of Wellington North receive report CLK 2018-047 being a report the Ontario Wildlife Damage Compensation Program Delegation of Authority;

AND FURTHER THAT the Director of Legislative Services/Clerk (the "Director"), or his/her designate, or in absence of a designate the Chief Administrative Officer, be authorized to make payments to claimants once approved by the Ontario Ministry of Agricultural Food and Rural Affairs (OMAFRA) under the Ontario Wildlife Damage Compensation Program

AND FURTHER THAT staff be directed to update the Delegation of Authority Policy to reflect the delegation of authority.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The Ontario Wildlife Damage Compensation (OWDC) Program provides financial assistance to owners whose livestock, poultry and/or honey bees have been damaged or killed by wildlife. The program is administered by the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA).

Once a claim is made through the municipality, it is submitted to OMAFRA for approval of payment. Past practice has been, once approved, a report is submitted to Council authorizing the payment.

By delegating authority to the Director of Legislative Services/Clerk or designate, to pay these claims once approved by OMAFRA, it reduces red tape and speeds up payments to claimants.

FINANCIAL CONSIDERATIONS

There are no financial implications.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes

No

N/A

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES	MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER
---	---

To Mayor & Council, Mount Forest,
 For some years it has been worth my life
 just to get my garbage to the curb
 due to the excessive speeds allowed
 on High Road West between
 Hwy 89 and the Main Street. There are
 children on the street, High School
 and Public School, Seniors who ride
 bikes, Seniors who walk & jog,
 Seniors who have Mobility Scooters etc.
 and it is not safe for any of them.
 We all pay taxes and are law abiding
 citizens

We would like the speed limit on
 our street reduced to 30 kph so it is
 safe for us to enjoy the great outdoors
 weather permitting of course.

Please Help, Y.V.T.

Audrey P. Kent
 236 High Road West



**Mayor Andy Lennox,
Township Of Wellington North
Kenilworth On. N0G 2E0**

September 24 2018

Dear Mayor Lennox,

On Behalf of The Royal Canadian Legion BR.134, Mount Forest we are requesting at this time, permission to distribute poppies in the above noted town within your jurisdiction. It will begin on Friday October 26, 2018 and end on Sunday November 11, 2018.

Furthermore, it is requested that a proclamation be made declaring “November 11th 2018 as Remembrance Day”. Also it is requested that the Board of Works Dept. detour traffic while the Cenotaph Services are being conducted as per previous years. We look forward to receiving your reply at your earliest convenience.

Respectfully submitted;

**Comrade Ken Thompson
Poppy Chairman
Royal Canadian Legion
Br. #134 Mount Forest Ontario
Branch 519-323-1570
mseop26@hotmail.com**

It's
YOUR
Community
... MAKE THE CALL!



CRIME 
STOPPERS
GUELPH WELLINGTON
1-800-222-TIPS (8477)

THE INFORMANT

FALL 2018



YOUR TIP could be the missing piece of the puzzle!



IN THE NEWS

CELEBRATING 30 YEARS



CSGW celebrated 30 years on August 3rd in Mount Forest. Community members were invited to a flag raising downtown, followed by presentations and a free BBQ at Murphy's Park. There were also pictures and balloons for the kids. We **THANK** each and every one of you who attended and to all our **community members** for supporting Crime Stoppers over the years!



Three founding members of the Crime Stoppers Program were presented with a token of appreciation by Board Director John Svensson. Pictured above from the left: Paul Truex, Dick Stewart and Mike Blythe.

BOARD MEMBERS WANTED

Crime Stoppers Guelph Wellington (CSGW) is looking for citizens from Guelph and Wellington County to join the volunteer Board of Directors.

We are looking for individuals who want to get involved in their community and have some spare time to give. Individuals with fundraising experience and connections within the community would be an asset to the Board, as CSGW is a charity which relies on fundraising dollars and donations to not only pay for rewards to anonymous Tipsters, but also for program education and awareness. Volunteering can be rewarding, knowing your efforts are going to a good cause.

Visit www.csgw.tips to learn more and to apply.

PROGRAM STATISTICS

Stats since 1988 through August 2018 for Guelph and Wellington County

Total # of Tips	20,000+
Arrests	1,547
Charges Laid	4,282
Narcotics Seized	\$27,308,087
Property Recovered	\$10,181,196
Authorized Rewards	\$167,435

The numbers speak for themselves... Crime Stoppers works!

FUNDRAISING AND AWARENESS

SHREDDING EVENTS



Thank you to everyone who attended our event in Guelph on September 15th. **We raised \$1,515.00 plus an additional \$191.50 in donations and \$60.00 in CSGW t-shirt sales!**

If you missed it, there is a second event taking place – Saturday October 27th— 10am-12noon

Wellington North Fire Service parking lot, 381 Main Street North, MOUNT FOREST



Help prevent identity theft!

A drive through operation. \$5 donation per banker's box size.

PAPER ONLY ACCEPTED.

CSGW CONTEST WINNERS

The winners of the “Where in Wellington Is Crime Stoppers” social media contest, were announced on August 3rd at the Crime Stoppers 30th Anniversary celebration event in Mount Forest.



Congratulations!

- Sherry Campbell
- Adam Olivero
- Cari Greulich Whitelaw



IT TAKES A VILLAGE Crimes Against Youth

Saturday October 13th—8:30 am until 1:30 pm

**Centre Wellington District High School
905 Scotland Street, Fergus**

A one-day workshop to generate awareness of Crimes Against Youth.



Human Trafficking, Child Pornography, Child Exploitation, Cyber Safety, At Risk Youth and Crime Stoppers.

Pre online registration required :

2018ittakesavillage.eventbrite.ca

Admission is \$20.00—refreshments included

Adults and Youths 14+ welcome!

CSGW HH BUCKET SALE



Join us **Saturday December 1st from 8am until 5pm** at **YOUNGS HOME HARDWARE** located at **525 Main Street north in Mount Forest.**

For \$5 you can purchase a Home Hardware bucket from one of our CSGW representatives. The money raised from the bucket sales is donated by Home Hardware to CSGW.

In addition, HH will give you up to 20% off of most regular ticketed items that you can fit inside the bucket. Now that's a deal!

We **thank Marty Young** for his continued support of our program.



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

BY-LAW NUMBER 085-18

BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL PROPERTY BEING PART LOT A, PART LOT B, PART LOT C ALL SURVEY BODLEY'S MOUNT FOREST AS IN DN25240 EXCEPT PARTS 1 TO 6 ON 60R1518 AND EXCEPT PART 8 ON 61R-11525 SUBJECT TO AND TOGETHER WITH DN25240; TOGETHER WITH RON 70064 WELLINGTON NORTH SUBJECT TO AN EASEMENT OVER PART 7 ON 61R-11525 IN FAVOUR OF PART 1 ON 60R24-00 AS IN WC299117; SUBJECT TO AN EASEMENT OVER PART 4 ON 61R11525 IN FAVOUR OF PART 1 ON 60R2400 AS IN WC299118 SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 AND 5 ON 61R11525 AS IN WC299122

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

PART LOT A, PART LOT B, PART LOT C ALL SURVEY BODLEY'S MOUNT FOREST AS IN DN25240 EXCEPT PARTS 1 TO 6 ON 60R1518 AND EXCEPT PART 8 ON 61R-11525 SUBJECT TO AND TOGETHER WITH DN25240; TOGETHER WITH RON 70064 WELLINGTON NORTH SUBJECT TO AN EASEMENT OVER PART 7 ON 61R-11525 IN FAVOUR OF PART 1 ON 60R24-00 AS IN WC299117; SUBJECT TO AN EASEMENT OVER PART 4 ON 61R11525 IN FAVOUR OF PART 1 ON 60R2400 AS IN WC299118 SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 AND 5 ON 61R11525 AS IN WC299122

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

1. The corporation is authorized to enter into an Agreement of Purchase and Sale agreement with Sharon Farms & Enterprises Limited the form of the draft attached as Schedule "A" for the sale of the lands.

2. The Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 9TH DAY OF OCTOBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

AGREEMENT OF PURCHASE AND SALE (hereinafter called this "APS")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called the "Vendor")

-and-

SHARON FARMS & ENTERPRISES LIMITED
(hereinafter called the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property");

NOW THEREFORE IN CONSIDERATION of the mutual covenants and premises in this APS, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this APS.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of One Hundred, Fifty Thousand Dollars (\$150,000.00) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) One Thousand Dollars (\$1,000.00) is payable by the Purchaser by certified cheque upon execution of this APS, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this APS is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser;
 - (b) The Vendor agrees to take back a first Charge/Mortgage in the amount of One Hundred Thousand Dollars (\$100,000.00), bearing no interest, for a term of five (5) years, annual payment of Twenty Thousand Dollars (\$20,000.00) due and payable on anniversary of completion date, starting at one year from the Completion Date. The Charge/Mortgage shall contain a clause permitting the Chargor/Mortgagor, when not in default, the privilege of prepaying all or part of the principal sum outstanding at any time or times without notice or bonus; and
 - (c) Forty-nine Thousand Dollars (\$49,000.00), subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Irrevocable Date
 - (a) This APS shall be open for acceptance by the Purchaser until the 10th day of February, ~~2017~~, and when accepted shall constitute a binding contract of

2018 P.S

purchase and sale, otherwise this APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

4. Transfer or Deed
 - (a) The Vendor agrees to transfer or deed the Property to the Purchaser subject to the terms of this APS.
5. Completion Date
 - (a) The closing of this transaction shall take place twenty (20) days from the date of the finalization of the zoning by-law amendment approval as described in paragraph 11 (a) below (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
6. Council Approval
 - (a) This transaction is subject to compliance with Section 270 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Township of Wellington North in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this APS will be null and void and the deposit returned without interest or deduction.
7. Documents, Reports and Information
 - (a) The Vendor will produce and deliver to the Purchaser within thirty (30) days of the execution of this APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

8. "As Is" Condition
 - (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself within sixty (60) days of the execution of this APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this APS shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this APS, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the

Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

- (b) Notwithstanding paragraph (a) above, the Vendor shall reimburse the Purchaser up to fifty percent (50%) of the cost to the Purchaser to conduct and obtain a Phase One Environmental Site Assessment; a Phase Two Environmental Site Assessment if necessary; and a Record of Site Condition pursuant to the Environmental Protection Act, R.S.O. 1990 c. E.19 as amended certifying that Property meets the applicable site condition standard for the proposed use. In addition, the Vendor shall reimburse the Purchaser the cost to dispose of hazardous material, as that term is defined in the Occupational Health and Safety Act, R.S.O. c. O.1 as amended, from the Property. The reimbursement of such costs shall be the actual cost to the Purchaser but shall not exceed the Fifty Thousand Dollars (\$50,000).

9. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing this APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

10. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this APS.

11. Conditions

- (a) Conditions Precedent

The Vendor intends to re-zone the Property pursuant to a zoning by-law amendment under section 34 of the Planning Act, R.S.O. c. P. 15 as amended to change the zoning on the Property from Residential 2 (R-2) to Institutional (IN) for a Medical Type facility. The application fee of the zoning by-law amendment application shall be waived by the Vendor. The failure of the Vendor to obtain the zoning by-law amendment as described herein shall cause this Agreement and any obligation or right thereunder to come to an end, the Deposit shall be returned to the Purchaser without deduction or interest and the parties shall provide to each other a full release from any claim pursuant to this Agreement. The Purchaser hereby acknowledges that the Vendor makes no representation, assurance, warranty or guarantee as to the zoning by-law amendment application outcome and agrees that this Agreement shall not be raised as part of an objection, challenge or appeal of any such planning approval decision before the Ontario Municipal Board or any other tribunal or court of competent jurisdiction. The Purchaser further understands and agrees that the Vendor must hold fair hearings for approvals under the Planning Act and that the Council of The Corporation of the Township of Wellington North cannot fetter its authority and must deal with planning matters on their merits. This provision may be pleaded as a bar to any such purported appeal, objection or challenge.

12. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "B" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this APS or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this APS. In the event of such assignment, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this APS.

13. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

14. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

15. Insurance

- (a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel this APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

16. Transfer or Deed

- (a) The Transfer of Deed of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

17. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer or deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

18. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.
- (b) On or before the requisition date, the Vendor agrees to provide to the Purchaser, at the Vendor's expense, a copy of the Hazardous Building Material Assessment and Final Report in respect to the demolition of the former building on the Property.

19. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed ten (10) days from the final approval of the zoning by-law amendment as contemplated in paragraph 11 (a) above to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

20. Vendor to Discharge all Encumbrances

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

21. Adjustments

- (a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

22. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - (i) A transfer of deed of the Property;
 - (ii) Any survey or reference plan of the Property in the possession of the Vendor;
 - (iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
 - (iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - (v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended;
 - (vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
 - (vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by this APS.

23. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - (i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) It will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
 - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as

principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.

- (4) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
- (5) A notarial true copy of its HST registration confirmation.

SECTION VI MISCELLANEOUS

24. Entire APS

- (a) There is no representation, warranty, collateral agreement or condition affecting this APS of the Property other than expressed herein.

25. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

26. Time of Essence

- (a) Time shall be of the essence of this APS.

27. Planning Act

- (a) This APS shall be effective only if the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended are complied with.

28. Notices

- (a) All notices in this APS shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
 ATTENTION: Patrick J. Kraemer
 45 Erb Street West
 P. O. Box 457
 Waterloo, ON N2J 4B5
 Fax: (519) 886-8651

for the Purchaser:

Peter Daniel Schlegel
 108 Jensen Road
 London, ON N5V 5A4
 Fax:

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

29. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the transfer or deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This APS shall be binding upon the parties hereto and their respective successors and assigns.

30. Schedules

- (a) The following Schedules shall form an integral part of this APS:
- (i) Schedule "A" Description of Property
 - (ii) Schedule "B" Development Covenants

31. Acceptance by Fax

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this APS may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

32. Counterparts

- (a) This APS may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

33. Severability

- (a) If any provision of this APS, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this APS, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

-----remainder of page left intentionally blank-----

IN WITNESS WHEREOF the parties have executed this APS this ____ day of January, 2017.

The Corporation of the Township of Wellington North



~~Andy Lennox~~ Andrew Lennox
Mayor



Michael Givens
CAO

We have authority to bind the Corporation of the Township of Wellington North.

Sharon Farms & Enterprises Limited

Per: _____

Name:

Title:



Name: Peter Schlogel

Title: President.

I/We have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in The Township of Wellington North in the County of Wellington, being compromised of:

PT LT A SURVEY BODLEY'S; PT LT B SURVEY BODLEY'S; PT LT C SURVEY BODLEY'S AS IN DN25240 EXCEPT PTS 1-6 60R-1518 & EXCEPT PT 8 61R-11525; S/T & T/W DN25240; T/W RON70064; WELLINGTON NORTH SUBJECT TO AN EASEMENT OVER PT 7, 61R11525 IN FAVOUR OF PT1, 60R2400 AS IN WC299117; SUBJECT TO AN EASEMENT OVER PT 4, 61R11525 IN FAVOUR OF PT 1, 60R2400 AS IN WC299118; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 4 & 5, 61R11525 AS IN WC299122

PIN: 71055-0142 (LT)

Municipal Address: 455 Dublin Street, Mount Forest, ON NoG 2L1

SCHEDULE "B"
DEVELOPMENT COVENANTS AND RESTRICTIONS

1. Title Control
 - (a) The Purchaser covenants and agrees to develop and construct a medical type facility with a minimum building coverage of fifteen percent (15%) of the total area of the Property. The Purchaser further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within five (5) year of the date of closing of this transaction and to substantially complete the construction of the said building in conformity with an approved site plan within six (6) years from the Completion Date of this transaction.
 - (b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, as the case may be (such extension, the "Extended Time") upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor's damages, as the case may be.
 - (c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 100% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
 - (d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the consideration paid by the Purchaser to the Vendor in the original conveyance of the Property less the costs of the Vendor incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Vendor, provided however that the Purchaser may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its

acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Vendor may require. The Vendor shall have ninety (90) days from the receipt of an offer made by the Purchaser under this subclause, to accept such offer which acceptance shall be in writing. If the Vendor does not accept an offer to sell made by the Purchaser under the provisions of this subclause, the Vendor's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Purchaser fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Vendor Option on Vacant Portion of Land

- (a) The Vendor shall have the option to repurchase such vacant portion of the Property not used by the Purchaser for the construction of an initial building thereon provided such land is not reasonably ancillary to the Purchaser's use and occupation of the said building. The option shall be exercisable by the Vendor for consideration equal to the per square foot consideration paid by the Purchaser to the Vendor in the original conveyance of the Property, less the costs of the Vendor incurred in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Vendor.

3. Occupation of Building

- (a) If the Purchaser or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Purchaser shall pay to the Vendor as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Purchaser as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Purchaser for the Property if the building was occupied. If any such payment is not duly remitted by the Purchaser, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Vendor as interest is calculated and paid to the Vendor on unpaid taxes.
- (b) In the event that the Purchaser or the Purchaser's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Purchaser may request, in writing, that the Vendor extend the time for occupation of the building for a maximum period of 6 months, which request the Vendor shall review and may approve in its sole and unfettered discretion. Additional Extensions can be granted at the option of the Vendor, upon written request from the Purchaser prior to the expiry of any prior extensions granted by the Vendor.

4. Assignment of Covenants

- (a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this APS and that the Purchaser will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant

to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this APS.

5. Force Majeure

- (a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

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

BY-LAW NUMBER 086-18

**BEING A BY-LAW TO ESTABLISH A DELEGATION OF POWERS
AND DUTIES BY MUNICIPAL STAFF IN THE TOWNSHIP OF
WELLINGTON NORTH FOR THE PURPOSE OF MAKING
PAYMENTS UNDER THE ONTARIO WILDLIFE DAMAGE
COMPENSATION PROGRAM**

WHEREAS the Corporation of the Township of Wellington North deems it necessary to delegate the authority to staff to make payments under the Ontario Wildlife Damage Compensation Program

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

1. THAT the Director of Legislative Services/Clerk (the "Director"), or his/her designate, or in absence of a designate the Chief Administrative Officer, Is authorized to make payments to claimants once approved by the Ontario Ministry of Agricultural Food and Rural Affairs (OMAFRA) under the Ontario Wildlife Damage Compensation Program
2. Notwithstanding the provisions of section 1, Council shall retain all powers and authority the Municipal Act, 2001 where:
 - a. The Director or his/her designate, or in the absence of a designate the Chief Administrative Officer, at his/her sole discretion refers the matter to Council;
 - b. The applicant requests in writing that the matter be referred to Council;

OR

 - c. Any member of Council requests, in writing the Director, that the request for the temporary road closure approval be referred to Council. Upon receipt of such request, the Director shall refer the matter to Council.

By-law 086-18
Page 2 of 2

3. 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 9TH DAY OF OCTOBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 087-18

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE WINTER MAINTENANCE AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICE INC. OPERATING UNDER THE NAME OF "OWEN SOUND HIGHWAY MAINTENANCE LIMITED" (IMOS) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS The Corporation of the Township of Wellington North and Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) wish to enter into an agreement for winter maintenance services (Arthur and Mount Forest).

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) in substantially the same form as the agreement attached hereto as Schedule "A" and "B".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 9TH DAY OF OCTOBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

SCHEDULE A

This Agreement for winter maintenance services made this ____ day of _____, 2018

BETWEEN:

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

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

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

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

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

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

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

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2018 until 11:59 p.m. April 30, 2019.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Brent Lauber, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

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

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

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

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$3,865.32 plus HST and \$3,865.33 plus HST- for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2018 and February 28th, 2019.

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

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

IMOS

The Corporation of the Township of
Wellington North

Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

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

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this _____ day of _____, 2018

BETWEEN:

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

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

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

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

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

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

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

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2018 until 11:59 p.m. April 30, 2019.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Brent Lauber, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

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

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

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

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$13,921.60 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2018 and February 28th, 2019.

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

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

IMOS

The Corporation of the Township of
Wellington North

Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

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

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

Our Cultural Moment for October celebrates the Hamlet of Conn From the past to the future....



Hwy 89 looking westward toward Wellington Road 14

Conn humbly started from a 200-acre parcel of land in Arthur Township, at the corner of present-day Hwy 89 and Wellington Road 14, in 1865. The owner, George Palmer, sold the land to Robert W. Conn in 1866.

Conn was not always known by this name. The first settlers were named Evans and called the settlement Evansville. Joseph Evans owned and operated the first hotel. The village then became Bell's Corners, named after Alex Bell who had the hotel across the street. When establishing a Post Office in 1872, they couldn't use the name 'Bell's Corners', as there was another one with the same name. So, they used the name 'Conn' after the first Postmaster, Robert Conn, who also had the

general store. This post office was in operation until 1992.

Conn became the largest hamlet in West Luther and was one of the earliest parts of the Township to be established. By 1897, Conn with a thriving population of 85, consisted of a hotel, 2 general stores, 1 Grocer's store, a blacksmith shop, a sawmill, and a wagon maker. The first doctor, Dr. John Barber, arrived in 1885 and over the years there was a succession of 12 doctors in town. One of the most notable was Dr. A. Rutherford Perry who brought the Conn Telephone Company to Conn in 1903, building a 'stub' line from Conn to Cedarville for his own use.

By 1906 the population had grown to approximately 400 and the village also contained 2 churches, a school, sawmill, cheese factory, chopping mill, and an Orange Hall. At its best, Conn had 2 blacksmith shops, four stores, several hotels, and a garage. The livery stable which was on the north side of Hwy 89 was removed and still stands just north of the northwest corner on the McQueen farm. One of the best-known residents is Lieutenant Samuel Honey who was a decorated war hero.

Over the years Conn had an active horticultural society and was known as 'The Flower Village of Ontario'. Modernization hit the small village with street lights in 1953 and the flashing light in approximately 1976.

What happened? The hamlet no longer has any of the above businesses except for the garage on the corner and Misty Meadows which started as a business selling vegetables on the side of the road, has grown to be a store on the northwest corner. And now...the store is expanding, and a large new structure is being built. There are hopes again for a more prosperous hamlet.

Prepared by Penny Renken;
Wellington North Cultural Roundtable



Conn's future? The soon-to-be new Misty Meadows

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

BY-LAW NUMBER 088-18

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 OCTOBER 9, 2018.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on October 9, 2018 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 9TH DAY OF OCTOBER, 2018.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**