



Township of Wellington North

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

Regular Meeting of Council

Monday, October 21, 2013

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

A G E N D A

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<p><u>CALLING THE MEETING TO ORDER</u></p> <p>- Mayor Tout</p> <p><u>O' CANADA</u></p>	
<p><u>PASSING AND ACCEPTANCE OF AGENDA</u></p>	
<p><u>DECLARATION OF PECUNIARY INTEREST</u></p>	
<p><u>MINUTES</u></p> <ol style="list-style-type: none">Public Meeting, October 7, 2013Regular Meeting of Council, October 7, 2013	<p>01</p> <p>06</p>
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Randy Pettapiece, MPP, Perth-Wellington	
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AGENDA ITEM	PAGE NO.
<p><u>NOTICE OF MOTION</u></p> <p><u>ANNOUNCEMENTS</u></p> <p><u>CLOSED MEETING SESSION</u></p> <p>1. "Property" matter to consider a proposed or pending acquisition of land by the municipality (Sec. 239 (2) (c))</p> <p><u>CONFIRMING BY-LAW NO. 95-13 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p> <p><u>ADJOURNMENT</u></p> <p>Catherine More, Deputy Clerk</p>	<p>72</p>

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, October 7, 2013

The Public Meeting was held Monday, October 7, 2013 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider a Zoning Amendment application.

Present:

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

Absent:

Councillor: Andy Lennox

Also Present:

C.A.O.: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad

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

Declaration of Pecuniary Interest:

None declared.

Owner/Applicant: Larry and Elizabeth Coe

Location of the Subject Land

The property subject to the proposed amendment is described as Part of Lot 4, Concession 1, geographic Township of West Luther, with a civic address of 8174 Wellington Road 109, Arthur. The property is 40 hectares (98.8 acres) in size.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to rezone the subject lands to restrict any future residential development on the agricultural, "severed" portion of the property. Additional relief from the zoning by-law is required for an over-sized accessory building on the retained portion. This rezoning is a condition of severance application B53/13 under the surplus farm dwelling policies that was granted provisional approval by the Wellington County Land Division Committee July 25th, 2013.

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

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

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

2. Presentation by:

Mayor Tout reviewed the comments provided by, Jameson Pickard, Junior Planner, dated September 3, 2013.

The zoning amendment is required as a condition of provisional consent (B53/13) by the Wellington County Land Division Committee. We have no objections to implementing this decision. Both the Provincial Policy Statement and County Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future residential dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

Additional zoning relief is also required for the existing accessory structure on the retained residential parcel. The applicant would like to retain the 2,400 sq.ft shed for personal use. Council should be satisfied that the accessory building is intended for personal use and not for commercial purposes.

The subject land is legally described as Part Lot 4, Concession 1 with a civic address of 8174 Highway 109, Arthur. The land is approximately 40 hectares (98.8 acres) in size.

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

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The purpose of the amendment is to rezone the subject lands to restrict any future residential development on the agricultural portion of the property and to address the oversized drive shed on the residential portion of the subject lands. This rezoning is a condition of severance application B53/13, that was granted provisional approval by the Wellington County Land Division Committee on April 11th, 2013. The consent will sever the agricultural parcel (39.4 ha. (97.4 ac) from the retained lands which include the existing farm dwelling and accessory building (1.06 ha. (2.6 ac).

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

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

Section 10.3.4 of the Official Plan states:

“A severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

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

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

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The subject lands are zoned Agricultural (A). There will be two site specific zones required on the subject lands. The first site specific provision will prohibit a dwelling on the 39.4 ha (97.4 ac) agricultural parcel and the second will address the accessory structure on the 1.06 ha (2.6 ac) residential parcel.

As a result of the severance, the residential dwelling would be considered the main use and the existing accessory structure would be reviewed under section 6.1 as accessory uses to a residential dwelling. In this case there is a shed with a floor area of 245 sq.m (2,637 sq.ft), which exceeds the allowable ground floor area for this lot of 102.2 sq.m (1,100 sq. ft). (Section 6.1.4 ii).

3. Review of Correspondence received by the Township:
 - Nathan Garland, Resource Planner, GRCA
 - No objection
 - Pasquale Costanzo, Engineering Technologist, County of Wellington Engineering Services
 - No objection
4. The by-law will be considered at the Regular Council Meeting following the public meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.
5. Mayor Tout opened the floor for any questions/comments.

The applicants were present to answer any questions.

Adam Rice, employee of applicants solicitor, was present to provide further information. The applicants have no intention of using the oversized shed for commercial activities. The shed will be used for storage of personal items such as their RV.

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6. Comments/questions from Council.

Mayor Tout confirmed that the shed will be used for personal storage.

7. Adjournment 7:06 p.m.

DEPUTY CLERK

MAYOR

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, October 7, 2013

Following Public Meeting - 7:07 p.m.

Members Present:

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

Absent:

Councillor: Andy Lennox

Also Present:

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

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

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. O' CANADA

C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the October 7, 2013 Regular Meeting of Council be accepted and passed with the addition of:

CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION

2. *Toastmasters of Mount Forest*

Re: Request that the Township of Wellington North proclaim October 2013 as "Toastmasters Month"

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, October 7, 2013

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C. PASSING AND ACCEPTANCE OF AGENDA (continued)

CLOSED MEETING SESSION

1. "Personnel" matter to consider employee negotiations (Sec. 239 (2) (d))

Resolution Number: 1

Carried

D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

E. MINUTES

1. Public Meeting, September 23, 2013
2. Regular Meeting of Council, September 23, 2013
3. Special Meeting of Council, September 30, 2013

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on September 23, 2013 and the Special Meeting of Council held on September 30, 2013 be adopted as circulated.

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

None.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

1. Presentation of Certificates to Winners of the Fall Fair Ambassador Competitions

Mayor Tout congratulated the winners of the Mount Forest Fall Fair Ambassador competition and presented certificates to the Ambassadors.

- Katelyn Poersch, Ambassador
- Ariana Machan, Junior Ambassador
- Lexi Rice, Little Miss Sweetheart

2. Rita Cudney, Diane MacDonald, Joyce Schnurr
Damascus Community Centre Board

Re: Announcement of successful joint application from Farm Credit Canada for work at Damascus Community Centre

The members of the Damascus Community Centre Board were present for the announcement of a successful joint application with the Township of Wellington North Recreation Department for funding from Farm Credit Canada through the Agri-Spirit Fund. The \$10,000 will be used for work at the Damascus Community Centre in 2014.

H. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

None.

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TOWNSHIP OF WELLINGTON NORTH

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I. CORRESPONDENCE FOR COUNCIL'S INFORMATION

1. The Royal Canadian Legion Br. 134, Mount Forest
Re: Request for permission to distribute poppies, proclamation declaring "November 11th 2013 as Remembrance Day" and detour of traffic during Cenotaph services.

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North declare November 11, 2013 as "Remembrance Day" and grant permission to the Royal Canadian Legions, Arthur and Mount Forest, for the distribution of poppies within Wellington North.

Resolution Number: 3

Carried

2. Toastmasters of Mount Forest
Re: Request that the Township of Wellington North proclaim October 2013 as "Toastmasters Month"

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North proclaim October 2013 as Toastmasters Month, as requested by Toastmasters of Mount Forest.

Resolution Number: 4

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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J. BY-LAWS

1. 85-13 Being a by-law to temporarily close Main Street, Mount Forest for the purpose of holding a Remembrance Day Parade

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT By-law Number 85-13 being a by-law to temporarily close Main Street, Mount Forest for the purpose of holding a Remembrance Day Parade be read a First, Second and Third time and finally passed.

Resolution Number: 5

Carried

2. 86-13 Being a by-law to temporarily close portions of George, Isabella, Georgina and Charles Streets, Arthur for the purpose of holding a Remembrance Day Parade

Moved by: Councillor Yake
Seconded by: Councillor Goetz

THAT By-law Number 86-13 being a by-law to temporarily close portions of George, Isabella, Georgina and Charles Streets, Arthur for the purpose of holding a Remembrance Day Parade be read a First, Second and Third time and finally passed.

Resolution Number: 6

Carried

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J. BY-LAWS (continued)

3. 87-13 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Lot 4, Concession 1, geographic Township of West Luther, civic address 8174 Wellington Road 109)

Moved by: Councillor Goetz

Seconded by: Councillor Yake

THAT By-law Number 87-13 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Part Lot 4, Concession 1, geographic Township of West Luther, civic address 8174 Wellington Road 109 - Coe)

Resolution Number: 7

Carried

4. 88-13 Being a By-law to authorize a conveyance of land and transfers of transmission line easements to a subsidiary corporation (Wellington North Power)

Moved by: Councillor Yake

Seconded by: Councillor Goetz

THAT By-law Number 88-13 being a by-law to authorize a conveyance of land and transfers of transmission line easements to a subsidiary corporation be read a First, Second and Third time and finally passed. (Wellington North Power)

Resolution Number: 8

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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K. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated October 4, 2013

Grand River Conservation Authority

- Minutes, General Membership/Special Budget Meeting, September 12, 2013

AMO

- Breaking News – Development Charges Act (DCA) Consultations
- Policy Update – Bill73 – Fair and Open Tendering Act (Labour Relations for Certain Public Sector Employers in the Construction Industry), 2013 Defeated in the House
- Breaking News – Bill 91 the *Waste Reduction Act* (WRA)
- Report to Members – Highlights of the September 2013 Board Meeting

Randy Pettapiece, MPP, Perth-Wellington

- News Release, Pettapiece named PC critic for rural affairs

L. CULTURAL MOMENT

STREETSCAPE

By Mitch Keirstead

Mitch Keirstead comes from a large family of brothers and sisters who are all well known Ontario artists, the most famous being his brother James. Keirstead paintings have been sought after for over 30 years and depict scenes of the Ontario countryside and common activities. Often bringing back fond childhood memories, they bring special appeal to purchasers of his work. His pieces are being displayed in private homes and galleries around the world.

Mitch prefers to produce many of his works using a delicate knife technique with oils creating a very realistic scene. This piece depicts a streetscape in Elora. Apart from being a successful artist, Mitch also runs a successful gift shop in Arthur – Eclectica.... The Gift Store.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, October 7, 2013

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M. NOTICE OF MOTION

None.

N. ANNOUNCEMENTS

Councillor Burke reminded Council that International Walk to School Day is being held on Wednesday, October 9.

Councillor Goetz reminded everyone that this week is Fire Prevention Week. The Arthur Station held an Open House on Saturday, October 5 and the Mount Forest will hold an Open House on Saturday, October 12.

Councillor Goetz announced that the Thrift Store in Arthur is running again with funds being donated to the community.

Mayor Tout informed Council that the Province has announced infrastructure funding. The deadline for applications is November 1.

Mayor Tout reminded Council of the following events:

- Mount Forest Legion will be celebrating their 85th Anniversary on October 26.
- Remembrance Dinners to be held at both Arthur and Mount Forest Legions in November
- Mayor's Breakfast to be held on November 1

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, October 7, 2013

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O. CLOSED MEETING SESSION

1. "Personnel" matter to consider employee negotiations (Sec. 239 (2) (d))

Moved by: Councillor Goetz

Seconded by: Councillor Yake

THAT Council go into a meeting at 7:37 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001

- to consider employee negotiations

Resolution Number: 9

Carried

Moved by: Councillor Yake

Seconded by: Councillor Burke

THAT Council rise from a closed meeting session at 7:55 p.m.

Resolution Number: 10

Carried

P. CONFIRMING BY-LAW

Moved by: Councillor Yake

Seconded by: Councillor Burke

THAT By-law Number 89-13 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on October 7, 2013 be read a First, Second and Third time and finally passed.

Resolution Number: 11

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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Q. ADJOURNMENT

Moved by: Councillor Burke

Seconded by: Councillor Yake

THAT the Regular Council meeting of October 7, 2013 be adjourned at 7:56 p.m.

Resolution Number: 12

Carried

DEPUTY CLERK

MAYOR



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



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

ARTHUR FIRE STATION REPORT SEPTEMBER 2013

The Arthur Fire Department responded to six calls for assistance during the month of September 2013.

West Garafraxa	1 Fire
Arthur Village	1 Ambulance Assist
West Luther	2 MVC 1 Fire
Arthur Township	1 Fire: Violations to Burn Permit

There were four practices held during the month of September. On September 4th, Practice # 43, eleven members attended; on September 11th, Practice # 44, fifteen members attended; on September 18th, Practice # 45, twelve members attended and on September 25th, Practice # 46, eighteen members attended.

On September 5 & 6, Training Captain David Hodgkinson and Jim Morrison attended the OFC in Gravenhurst for the Fire Scene Assessment Course.

On September 6, six trucks participated in the Arthur Fall Fair Parade. Nine members of the Arthur Fire Service and Sparky the fire dog were in attendance. On September 7th, five fire fighters provided Public Education to all those who attended. The Fire Safety Trailer was available and demonstrations were provided.

On September 10th, three fire fighters attended the Wellington Dufferin Mutual Aid Meeting held in Erin.

On September 14th, two fire fighters attended the Listowel Memorial Dedication for two Fallen Fire Fighters.

On September 15th, two fire fighters attended the Wellington County Public Education meeting held in Palmerston.

On September 17th, two fire fighters attended the Fire Committee meeting in Kenilworth.

On September 17, 19, 24 and 26 Captains C. Schmidt and R. Schmidt attended the IMS course held in Fergus.

There were 8 burn permits issued by the Township for Arthur Station in September.

**Fire Prevention Report
Wellington North Fire Service**

**Sep-13
Arthur Station**

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

Notes:



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



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

MOUNT FOREST FIRE STATION REPORT SEPTEMBER 2013

The Mount Forest Fire Station responded to thirteen calls for assistance during the month of September 2013.

- | | |
|----------------------|---|
| 6 in Mount Forest | - 1 ATV Accident |
| | - 3 Ambulance Assist (1 VSA; 2 Ambulance delays) |
| | - 2 False Alarms |
| 3 in Southgate | - 1 MVC (311156 Highway 6) |
| | - 1 Ambulance Assist (Possible VSA) |
| | - 1 Truck under water – Southgate Road 10 and Sideroad 7) |
| 1 in West Luther | - 1 Assist Arthur Station at House Fire |
| 1 in Arthur Township | - 1 Hydro Wires Down |
| 2 in West grey | - 2 False Alarms |

There were three meeting/practice sessions held during the month of September 2013. On September 4th, 2013 fifteen members were present, on September 16th, 2013 seventeen members were present and on September 30th, 2013 twenty members were present.

On September 2nd, 2013 the Mount Forest Station took part in the Mount Forest Fall Fair Parade.

Two members attended the Grey County Mutual Aid in Dundalk on September 10th, 2013. Also on September 10th, 2013 two members attended the Trade Show in Erin.

The Mount Forest Fire Station had the annual pump testing done on the two pumpers on September 13th, 2013.

On September 14th, 2013 the Mount Forest Station Chief attended the unveiling of the Memorial for the two fallen firefighters in Listowel.

On September 17th, 19th, 24th and 26th, 2013 four members attended the IMS Training in Fergus.

The Mount Forest Station Chief and Deputy Station Chief attended the Fire Committee Meeting in Kenilworth on September 17th, 2013.

On September 23rd, 2013 three members from the Mount Forest Fire Station attended a CIS Debriefing in Dundalk.

The Mount Forest Station Chief attended the Grey County Chiefs meeting in Markdale on September 25th, 2013.

Respectfully Submitted,
Ron MacEachern
Mount Forest Station Chief

**Fire Prevention Report
Wellington North Fire Services**

**Sep-13
Mount Forest Station**

Evac. Proceedures	0
Telephone Calls	22
Business/Personal Service	13
Residential	1
Assembly Occ.	2
Misc.	15
Industrial	2
Meetings	7
Complaints	1
Mercantile	3
Letter/Reports	9
Institutional	2
Burn Permits	2
New Construction/Plan Review	0
Occupancy Permits	0
FE Ext. Training/Talks	1
Emerg. Planning	0
Inspection Follow Up	3
Pub. Ed. Lectures/Tours/House	3
Pre Incident Planning	0
Fire Safety Plan Review	5
Administration	7
Court/Documents/Serving	0
Training (OFC/Local)	3
Investigations	0

Notes:

WATER AND SEWER COMMITTEE MEETING MINUTES OCTOBER 15, 2013

Committee: Sherry Burke, Councillor . Chairperson
Andy Lennox, Councillor,
Barry Trood, Water and Sewer Superintendent
Corey Schmidt, Water Sewer Foreman
Deb Zehr, Director of Public Works

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

Disclosure of Pecuniary Interest - None

Minutes of the Sept. 17th meeting were previously circulated and approved by Council.

1. **Project Status Update**

Barry Trood, Water and Sewer Superintendent

- Construction projects status Waterloo St. water main completed, however no final connections yet; Oct 9 and 10th swabbed, pressure tested, super chlorinated and sampled, results passed. Project Contractor has requested and been granted a extension until Nov.15, 2013 due to weather conditions.
- Tucker St. underground work completed, travelled lanes have asphalt, working towards boulevards and sidewalks.
- Water tower maintenance has been completed, no customer complaints.
- Well #5, capacitor issues remain ongoing.
- UV system has been installed and is in operation.
- Deb and I met on Oct 3, 2013 with Golden Valley Manager, Keith Hehn about their request to increase flow to Arthur WWTP. Keith will take this information to his Board of Directors and we are to keep him apprised of EA developments.
- Arthur WWTP roof repair is starting Oct 21, 2013 insurance and WSIB has been received.
- DWQMS audit surveillance results – 1 minor non-conformance concerning audit notes of the 21 elements. The notes were not requested in the audit but have since been sent to the auditor, she has been asked to revoke the non-conformance. There were 6 opportunity`s for improvement (OFI) which are comparable to best management practices which will be reviewed at the time the Operational Plan is undated after the Management Review which will take place in Nov. 2013

2. **Foreman's Report**

Corey Schmidt, Water Sewer Foreman- projects completed since last meeting are attached

- Well 8B pump was pulled for maintenance and sample results come back showing Total Coliform count of 1; further investigation and maintenance will take place before the pump is put back in service

3. **Training** – Drinking Water Leadership Summit Oct 16 and 17 Barry, Corey and Deb will be attending

4. **Items for Discussion**

EA Update – Sarah Day has all required components to complete the review however, she has moved her completion dated to the week of Oct. 21, 2013. Update will be provided to Council members.

- **Infill Lots Sewage Capacity** – Deb reported that the Triton Engineering Report dated July 4, 2013 speaks of the Township having 2 infill lots available. Darren has informed us that the Triton report is correct and that there is a negative number committed on record. Staff are requesting that the infill in the Triton report be move to the committed and reduce the negative number on that record.

Committee recommendation:

THAT the 2 infill lots available be removed from the infill lots and added to the committed reserve capacity.

FURTHER THAT that staff draft a letter to Edward Watts regarding the sewer allotment request prior to Oct. 21.

- **Letter of request for 5 lots to be connected to the sewer** – Staff reports a letter for connection to the sewer for 5 lots has been received. Staff have been advised to draft a letter to Ted Watts explaining the circumstances around his request.
- = **Budget 2014**- Capital projects and Operations were discussed. Discussion took place with regards to previous Infiltration Studies conducted and any conservation measures or program information be gathered.

5. **Other Business/Next Meeting**

DWQMS Management Review will be held at the next Public Works Committee meeting Nov 26th, 2013 8:30am - 10:00am

ALL MEMBERS OF COUNCIL ARE WELCOME TO ATTEND

Water Sewer Committee Meeting

October 15, 2013

Foreman Report

- Completed annual fire hydrant inspections in Mount Forest
- Completed flow testing at well 8A and 8B in Arthur
- Tucker Street water main replacement completed and in service
- Mount Forest water tower drained, cleaned, inspected and bottom four rungs of exterior painted
- Completed monthly health and safety inspections in all wells
- Annual flow meter calibration completed at wells 3, 4, 5, Mount Forest and wells 7, 8A and 8B
- Well 8B pump removed for maintenance (cleaning/inspection) and reinstalled, awaiting results of bacteria samples before placing back in service
- Vactored and repaired secondary valve boxes for hydrants 16 and 17 and 62 in Arthur
- Vactored and repaired main valve boxes for valves 85 and 119 in Arthur
- Replaced soft start in well 8B control panel
- Ran well 6 in Mount Forest using tractor PTO and portable generator for chlorine pump for annual test (DWQMS mock drill)
- New water main on Waterloo Street installed pressure tested and awaiting results from consecutive sets of bacteria samples before final connections are made
- Ongoing annual fire hydrant inspections in Arthur

ROADS COMMITTEE MEETING MINUTES
October 15, 2013

Committee: Andy Lennox, Councillor, Chairman
Sherry Burke, Councillor
Dale Clark, Road Superintendent
David Hill, Roads Foreman
Andy Morrison, Roads Foreman
Deb Zehr, Director of Public Works

Start: 10:00 am End: 11:30 am

Disclosure of Pecuniary Interest - None

Minutes of the Sept. 17th meeting were previously circulated and approved by Council.

1. Project Status Update

Dale Clarke, Road Superintendent

- Status of Roads Need Study -This report is still being completed by B. M. Ross and is expected Oct. 31, 2013.
- Fall road gravelling and grading
- Ditching
- Entrance installation
- All Township Roads Yards have now received their supply of sand and salt for their storage facility and are ready to begin winter maintenance operations.
- Winter equipment is being installed
- Equipment repairs are being done
- Annual truck safeties
- The roads upgrade work that Council directed staff to complete with regards to the Brian O'Donnell road upgrades and turnaround is planned to take place the week of October 28, 2013. This work will be completed using municipal staff, equipment and material. All costs will be tracked so invoicing of the work can be split between the Township and Brian O'Donnell.

2. Foreman Reports

Andy Morrison, Foreman, Village of Arthur – report see attached

Gary Mathews, Foreman, Town of Mount Forest – report see attached

David Hill, Foreman, West Luther – report see attached

update of the projects completed since the last Roads Public Works Committee

3. Training

All Roads and some Sewer/Water works staff will be participating in the following training:

- Workplace Violence and Discrimination offered Nov 6&7
- Chain Saw Recertification offered Nov 13
- Traffic Control and Backing Vehicles offered jointly with WNP as part of a joint health and safety meeting Nov 19
- Winter Roads Operator Training Nov 25

4. **Items for Discussion**

- **Winter Maintenance Planning** – A cost comparison is being developed to assess if feasible and cost savings can be achieved if Township Staff were to complete all of Mount Forest winter maintenance.

Committee recommendation:

THAT staff purchase the poly blade for the 2003 Sterling Truck and THAT the purchase be taken out of the roads reserve funds.

FURTHER that the 1988 International Truck be declared surplus.

- **Tree Carving** –a status inquiry has been made to Dale Small on funding for the tree carving at Birmingham and Queen. This area qualifies under the Public Arts Grant Program. Whoever is sponsoring the carving should see Dale about the application process. Funding is available, they can receive up to 100% up to a maximum of \$2,500.00. Once the application is completed and returned it gets reviewed by the Community Improvement Program Review Panel and then a recommendation goes to Council. One of the conditions is it cannot be started until the application is approved and 2 quotes are required.
- **Equipment Planning for 2014**
Discussion took place on equipment replacements for the 2014 Budget Capital projects and operations were discussed.

5. **Other Business/Next Meeting**

- Nov. 26, 2013 10:00am - 11:30

Foreman's Report for the month of mid Sept.- Oct. 11

Andy Morrison, Foreman, Village of Arthur

- Asphalt patch repairs
- Curb repairs
- Catch basin repairs downtown
- Raise and repair water valves
- Grass cutting and trimming
- Installed new signs
- Installed new parking signs downtown
- Trim trees, plant trees
- Tucker St. paving road lanes, shoulders still need paved
- Gate repairs at the pumping station and Well St. bridge
- Branch pick up
- Sweeping streets
- Hauling old asphalt and concrete away

Gary Mathews, Foreman, Town of Mount Forest

- Concrete sections of sidewalk
- Asphalt patching (QPR)
- Tree removal
- Asphalt road cuts
- Town grass cutting
- Brush pick up
- Mulch leaves and grass cutting at Mount Forest Cemetery
- Sweep gutters to remove leaves and other refuse
- Sand and salt into shed for winter maintenance
- Burials at Mount Forest Cemetery
- Plant trees

David Hill, Foreman, West Luther

- Sand and salt into shed
- Grading roads
- Cutting road side ditches
- Trimming trees
- Hauling gravel to roads
- Assisting other yards with work
- Planting trees

RECREATION & CULTURE ADVISORY COMMITTEE MEETING
TUESDAY, OCTOBER 1, 2013 at 8:30 A.M.
MOUNT FOREST & DISTRICT SPORTS COMPLEX MEETING ROOM

Members present: Chairperson Councillor Sherry Burke, Mayor Ray Tout, Councillor Dan Yake, Southgate Councillor Pat Franks, Tom Bowden, Arthur Facilities Manager, Mike Givens CAO, and Barry Lavers, Director of Recreation, Parks and Facilities.

Regrets: Mark MacKenzie, Mount Forest Facilities Manager.

Also present: Linda Spahr, Recording Secretary.

DELEGATION:

The delegation from the Patriots was not present.

MINUTES:

Moved by: Mayor Tout
Seconded by: Councillor Franks

“THAT the minutes of the September 10, 2013 Recreation meeting be accepted.”

Carried

Resolution Number: 1

BUSINESS FROM MINUTES:

There was none.

NEW BUSINESS:

Mount Forest Sports Complex Upper Room

Barry gave the Committee an update on the status of the Upper Room project. Construction bids were opened on September 10, 2013 at 3:15 pm with only 1 bid received. The bid from W. Schwindt & Sons Building Contractors of Mount Forest at the cost of \$44,550 + hst was accepted. Construction will begin later this fall with completion set before the end of this year.

Budget 2014

Barry reported that the Facility Managers have been asked to list capital projects for 2014 at the last meeting. Barry stated we will need to consider the fees and charges by the end of the year. Barry is doing a comparison of the ice rental fees and charges in surrounding areas. Tom reported that there are two hours of prime time ice still available Sunday morning and one and one-half hours of prime time open on Saturday. There is no prime time ice time available in Mount Forest. Barry reported Trail work should be considered for next year's budget. He also reported that the grass surfacing needs to be finished at Bill Moody Park. Mayor Tout reported if there was a need for any further trees the Green Legacy program is available. Barry requested that Council Committee Members tour the Lion Roy Grant Pool building to discuss upgrade work which needs to be done. Councillor Yake stated he would like to see that Capital projects are prioritized according to need and suggested we find out from the Finance Department how much money each Department will be allocated. It was felt this would save a lot of time having Contractors and staff pricing projects which are not being considered. Mike felt that the focus on the 2014 Budget should be the Township as a whole, not just each Department.

Arthur Trail Update

Barry reported that he was informed last week by Darren Jones, CBO a section of the Walking Trail in Arthur will be dug up for installation of an over flow drain pipe for the Preston St development project. This work will be done in late October – November dependent on the weather. There will be a temporary closure on that portion of the Trail. We will try to leave the upper portion of the Trail open for use and then ensure the Trail is replaced properly. Barry will meet with the Arthur Trail Committee members regarding this. Mayor Tout reported that the Arthur Trail Volunteer members and Barry have done an excellent job on work on the Trail and obtaining grants for its construction. Councillor Yake stated that the new Trail is being well used and Barry reported the adjoining Arthur Lions Park is also quite busy after playground renovations were completed last year. Some dead tree removal in the Park was also discussed.

Damascus Community Hall

Barry reported that a joint application with the Damascus Community Hall Board was successful and we will receive a \$10,000 grant through Farm Credit Canada. Members of Damascus Community Hall Board have been invited to Council on October 7th to make the announcement. Work such as a concrete floor for the Pavilion and Community Hall roof painting are part of the proposed project.

CORRESPONDENCE:

There was no correspondence.

REPORTS:

Mark MacKenzie was not in attendance. His written report was available for members. Barry added that he is looking at the Arena concessions in Arthur and Mount Forest. Mount Forest is making a profit but Arthur is a concern. Mayor Tout suggested some additional customer service training and promotional ideas might help both canteen operations. There was further discussion and ideas brought forth by members. Barry mentioned there is some confusion about Shiny ice rates. He suggested we look at a non prime time ice rental rate at both Arenas which would cover all user groups and simplify the definition. This will be presented during fee and rate discussions.

Tom's written report was not included in the agenda but copies were handed out to members. Councillor Burke asked for the report to be included. There were no objections. Barry requested that Tom's report be sent before the meetings as requested so they can be included in the agenda package. Tom reported he is going to promote birthday parties during the Saturday night open ice times. He also stated that Fergus Ringette cancelled their ice time. Mayor Tout asked that for revenue generation potential events such as birthday parties could be marketed on the website as well as posters hung beside the concession booth. Barry reported that he and Tammy would be updating the Recreation portion of the Township website. Barry reported there had been a complaint about the HVAC system breaking down before a wedding reception at the Arthur Community Centre. The renter has requested compensation because of the uncomfortable temperature inside the Hall. Tom reported there has been a problem in the past getting replacement parts locally in a timely fashion. Members agreed the facilities should not wait for parts. If they are not available locally then purchase them from another source. Discussion was held about considering a large digital information sign for the Complex to advertise events and public announcements. It was mentioned that the potential cost would have to be considered and sponsorship a possibility.

Barry's report for September was available for members. He expanded on the presentation he attended at the Trails and Tourism Seminar in Fergus. A discussion was held about the status of the Arthur Seniors building. Mayor Tout explained that an excellent meeting was held with the Arthur Seniors last week. An option to possibly lease them the building was discussed which would allow for a grant application to enable required work upgrades to the building. Mike reported it was a good meeting but mentioned some concerns need to be addressed. There needs to be a formal lease agreement entered into between the Arthur Seniors Group and the Township to ensure eligibility for grant funding. Even if successful these grants may not cover all the work needed to be done. Barry reported that the deadline for the next round of Trillium is November 1st which doesn't give us a lot of time for a

thorough application. He is planning to meet with the Trillium Coordinator about the project. It was noted that the next deadline after November was March 1, 2014 and they would have more time by then to apply for a grant. Barry reported that he had a preliminary meeting with Linda Dickson, Wellington County Emergency Manager and Jerome Quenneville, CEO of NWHC regarding use of the Mount Forest & District Sports Complex for an Emergency Evacuation Centre. The original request was made earlier this year. An emergency generator for the Complex was also discussed and Barry updated the Committee on progress to this point.

MEMBER'S PRIVILEGES:

Councillor Franks reported that the Southgate CAO had sent a letter to Mike Givens requesting clarification on the future of the Wellington North Recreation Committee. Southgate Council held back the September 1st payment until clarification was received. Chairperson Councillor Sherry Burke stated that the Committee as announced at the September meeting will remain status quo. The Township is undergoing a review of their Committee Structure and Procedural by-law utilizing the services of a third party consultant. Any and all changes resulting from the review will be shared with all Committee's of Council.

Tom Bowden requested that the minutes of the Recreation Committee meeting be made available to Facility Managers sooner. Barry explained they must wait until Council meets and approves the minutes. A copy will then be sent.

Councillor Yake reported he sold another Complex fundraiser seat last week. This seat is in memory of Ron Reeves. They are going to present this to the family during the Reeves Cup weekend. Barry suggested the seat sales could be promoted on the website.

Mayor Tout suggested that Community user groups be invited to attend a special meeting with Recreation to voice their needs and concerns. Tom stated we have had held those meetings in the past and they became complaint sessions. Mayor Tout stated that the focus would be for these groups to meet to discuss their concerns and provide suggestions to help us provide solutions. Barry and Ray will discuss plans for hosting these meetings.

Chairperson Councillor Burke stated that work on the Recreation Calendar will start again with a completion date set for March 2014. She would like to see more Recreation marketing and promotion included along with the current advertising in the publication. Suggestions are to be sent to Barry or Tammy for inclusion. Sherry and Barry have come up with an idea for businesses that sponsor public skating and swim times. Businesses that sponsor these events will be contacted and asked if they would like to showcase their product(s) during the event to give sponsors an added benefit. Barry reported he currently sends out personalized thank you cards for sponsorships.

NEXT MEETING:

The next meeting will be held Tuesday, November 5, 2013 at 8:30 a.m.

ADJOURNMENT:

Moved by Mayor Tout

“THAT the meeting be adjourned.”

Meeting adjourned 10:24 a.m.



Township of Wellington North

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

FIRE CHIEF'S REPORT FC2013-03

TO: Council

FROM: Jeff Dahms, Fire Chief

DATE: October 21, 2013

RE: WELLINGTON NORTH FIRE SERVICE SURPLUS TANKERS

Background:

Wellington North Fire Service currently owns two Fire Tankers a 1989 Ford 1500 gal. Tanker and a 1988 International 1500 gal. Tanker which council passed a motion that has deemed the two trucks surplus. Also authorizing the Fire Chief to explore the options to sell the surplus truck by advertising the trucks over a website.

Results from Website Advertising

Following the placement posting for the sale on the website of the two trucks I received a call from Don Findlay with an interest to look at both trucks, we met on Thursday and he viewed both trucks in both stations following some negotiations I received an Email with an offer to purchase the two tankers for \$16,000 plus HST. It is my suggestion that the offer is reasonable and that the Township accept contingent on the removal of the town names on the sides of the trucks. Additionally and all radios and equipment will be removed including slide out trays in both trucks, leaving one port-a-tank on each truck and lights and sirens.

Recommendation:

THAT Report FC2013-03 dated October 21, 2013 with respect to the Wellington North Fire Service Surplus Tanker is received;

AND FURTHER THAT Council accept the offer from Don Findlay for the purchase of the surplus 1989 Ford Tanker and the 1988 International Tanker for the total price of \$16,000 plus HST.



Township of Wellington North

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

CAO2013-03

TO: Council

FROM: Mike Givens, CAO/Treasurer

DATE: October 21, 2013

RE: OPP Training Centre-Kenilworth

Background:

The future use of the former Sacred Heart School property owned by the Township has been in question for some time. The property currently leased to Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure. At this time the building is utilized by the Ontario Provincial Police as an ongoing operation for their In-Service Training team.

Council has previously been made aware the building roof requires immediate repair. In 2012 the Township received a roof repair quote in the neighbourhood of \$65,000. Subsequent roof replacement quotes received in 2013 indicate that the roof repair costs may be closer to \$125,000.

I have been in constant contact with David Sanford who is the Regional Transaction Manager, CBRE Real Estate Brokerage, IO Property and Land Management Services. This is the organization responsible for all lease agreements for property utilized by the Province and their agents. They have no concerns with extending the lease.

Additionally, I've been in touch with Duncan McLelland A/BFSB Project Officer for the Ontario Provincial Police. Duncan has confirmed the OPP commitment to the building and has indicated that they have set aside up to \$75,000 towards needed repairs on the roof of the building.

Consideration may be given in the future to severing the portion of the property that fronts on to Sideroad 7E for the possible creation of building lots or sale to the neighbouring property owner. I believe that consideration could be included in the terms of the lease



Township of Wellington North

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

and I have asked the OPP for their consideration on this issue. At the time of writing this report I have not heard back from the OPP.

Financial Considerations:

- Rent per annum-\$9,900.00
- Additional Rent of Operating Costs per annum-\$10,000.00
- 2013 Township Operating Costs (as of Sept30)-\$3,444.00
- 2012 Township Operating Costs-\$4,965.00
- 2011 Township Operating Costs-\$9,246.00
- Estimated roof repair costs-\$65,000 to \$125,000.00
- OPP contribution to roof repairs-up to \$75,000.00
- 2012 Administrative Facility Reserve Fund Balance-\$455,229.14

Attachments:

- N. American Roof Management Services Ltd. Proposal

Recommendation:

1. THAT report CAO 2013-03 with regard to the OPP Training Centre-Kenilworth is received.
2. THAT Council authorizes the CAO/Treasurer to finalize the lease agreement between the Township of Wellington North and the Province of Ontario represented by the Minister of Infrastructure.
3. THAT Council authorizes the CBO to engage the services of N. American Roof Management Services Ltd to undertake the process of completing the required roof repairs at the former Sacred Heart School (OPP Training Centre-Kenilworth) as per their July 12, 2013 proposal, with a project completion prior to year-end 2013;

AND FURTHER THAT the costs of the roof repairs in excess of the OPP maximum contribution of \$75,000.00 will be funded from the Administrative Facility Reserve Fund.

Roofing Project Design and Management Services Proposal to replace roofing at the OPP Training Centre facility in Kenilworth, ON.

N. American Roof Management Services Ltd. will provide project design and management services which could include the following services:

- a) Preparation of drawings and specifications suitable for tendering purposes and review of the contract documents with you prior to tendering. These documents once agreed upon, will provide you with piece of mind. They will ensure that the roof system chosen will meet your needs and make certain that you will receive comparable quotations from pre-qualified contractors.
- b) Tendering of contract documents to invited pre-qualified roofing contractors. Since not all contractors are created equal, we must choose to work with prequalified contractors. Financial background is important to check even if we require bid and performance bonding as part of a project. On any given roofing application, whether it is repair, restoration or replacement, we should limit potential contractors to only those with substantial experience in this particular application type.
- c) Manufacturers providing the kind of warranties we desire will normally only provide those warranties if they are satisfied that the contractor is qualified. Any contractor must have a provable track record of quality workmanship. All contractor workmanship (must be in compliance with the guidelines and regulations set forth in the "Occupational Health and Safety Act" for Ontario. Roofing contractor practices and workmanship must conform to Canadian Roofing Contractor Association standards at a minimum.
- d) If required, conduct a pre-tender meeting with the invited roofing contractors to review site conditions and the contract documents. The benefit to you is that this pre-tender meeting provides the contractors with the opportunity to observe the site conditions and the possible setup areas, as well as ask questions regarding the specifications. This prevents contractors arriving one at a time on different days, and likely inconveniencing you.
- e) Respond to roofing contractors questions during the tender period. By allowing the tendering contractors to contact us with their questions, we as the specification writers can accurately answer any queries. This will help ensure the consistency and accuracy of the tendering contractor's quotations.
- f) Prepare and distribute specification addendums during the tender period if required. During the tender period, should any additions or changes be required to the specifications, N. American will review the need for these changes with you and after gaining your approval, will prepare and distribute an addendum to all tendering contractors advising them of the change.

- g) Review and evaluate tenders with you upon tender closing. Tender submissions will be reviewed to ensure they have been completed correctly including required signatures and seals. In addition requested documentation such as WSIB proof, insurance proof, bonding letters, subcontractor list etc. would be verified.
- h) Advise tendering roofing contractors of the results of the tendering process. Once a contractor is selected, we would draft acceptance and rejection letters and of course forward them to the appropriate contractors.
- i) Conduct a pre-project start meeting with the selected roofing contractor to review the grounds and roof areas, decide upon set up areas, reinforce health and safety requirements and reinforce your expectations for the project. At that point we will inform the contractor of any prohibited areas and remind them that they are to keep interior access to a minimum.
- j) Development of a work schedule (including daily work hours) and project start date with the roofing contractor and ensuring that the contractor abides by it.
- k) Obtaining, reviewing and submitting to the client, contractor documents (WSIB, bonds, insurance and health & safety policies). As the start date for the project approaches we would collect current documentation (WSIB, bonds and insurance certificates) to make sure they as a company are still financially sound and covered by the appropriate insurance policies.
- l) Reviewing and recommending approval of contractor requests for substitution of building materials or building methods. If unforeseen requirements arise, they sometimes require materials that are not listed in the specifications which will need to be researched, reviewed and approved.
- m) Reviewing requests for change orders to cover unforeseen project requirements. If any unforeseen conditions arise during the course of the project we would create and submit a change order to both the contractor and you for approval. Sometimes unforeseen requirements are discovered once the roof is removed. These buried obstacles are items that could have not been accounted for before or during the tendering process and are unfortunately unavoidable.
- n) Co-ordination with material manufacturers regarding warranty requirements such as material usage and application, quality assurance inspections, final inspections, etc... All manufacturers have different requirements for their materials and request that certain procedures be followed during the course of the project. We would make certain that these items / procedures were followed so that warranties were not withheld.
- o) Review of all contractor invoices for accuracy and validity. Ensuring contractor Statutory Declarations are provided. As the roofing consultant and project inspector we would compare the progress of the project to the amount being invoiced and determine if this amount is reasonable, including the appropriate 10% hold back for lien purposes.

- p) Quality assurance inspections of the project while in progress on a daily basis. Written reports and photographs prepared and submitted to you documenting each site visit. These daily unannounced inspections are performed at random times, which serve the purpose of inspecting the work at appropriate progress junctures and keeping the contractor workmanship honest.
- q) Performance of a final inspection of the completed roofing work with the contractor, warranty provider and you. This final inspection is performed to determine that the project is substantially complete, therefore, allowing the forty five day lien period to commence.
- r) Preparation and delivery to you of a Project Summary including the specifications, drawings, quality assurance reports, photographs and applicable warranties.

N. American's fee for these services is 5 1/2 % of the contract value plus HST.

The representatives signing below acknowledge that they have the authority to do so and agree to the terms described in the Proposal above.

Township of Wellington North

Name of Client

Name of Client Representative

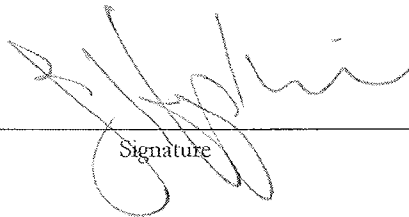
Signature

Date

N. American Roof Management Services Ltd.

Name of Service Provider

Joel Hopkins



7-12-13

Name of Provider Representative

Signature

Date

October 9, 2013

To the Mayor and Council of the Township of Wellington North,

The Arthur Opti-Mrs Club would like to request permission to host/hold the Annual Arthur Opti-Mrs Santa Clause Parade in the town of Arthur on Saturday November 30th, 2013 at 7:00pm. The parade is expected to last for approx. 45 minutes, and during this time 7:00 pm – 7:45 pm we would request that Hwy 6/Smith Street from Conestoga Street to Eliza Street be closed/blocked off.

As in the past the parade route will remain the same beginning at the new Arthur Public School, traveling south down Highway 6/Smith Street, turning east onto Charles Street, turning north on Isabella street, turning west onto Tucker street, north onto Walton street, and parade route ending at the Arthur Public School.

Once a decision has been made could we please be contacted at the information given below.

Arthur Opti-Mrs Club Executive
c/o Colleen Fleet
271 Frederick Street
Box 253
Arthur, ON
N0G1A0

Thank you,

Colleen Fleet

519-848-2939 (daytime)
519-848-5042 (daytime fax)
519-848-5187 (evenings)
colleenfleet@yahoo.ca

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 90-13

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

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 45.

WHEREAS Section 45 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Arthur Opti-Mrs Club is planning to hold a Santa Claus Parade and have requested that certain Streets be closed to vehicular traffic on Saturday, November 30, 2013 between the hours of 6:30 p.m. and 8:15 p.m.

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

1. That Smith Street and George Street between Conestoga Street and Charles Street; and portions of the following streets Conestoga Street North, Charles Street East, Isabella Street East and West, Tucker Street and Walton Street in the former Village of Arthur are hereby temporarily closed on Saturday, November 30, 2013 between the hours of 6:30 p.m. and 8:15 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF OCTOBER, 2013.**

RAYMOND TOUT,
MAYOR

CATHERINE MORE
DEPUTY CLERK

Mount Forest Lions
P.O box 1054
Mount Forest, Ont
N0G 2L0

October 6th 2013

Mayor Ray Tout,
Township Of Wellington North
7490 Side road 7 West,
Kenilworth, Ontario
N0G 2E0

Subject: Road Closure Request: Mount Forest Lions Christmas Parade

Dear Mayor Tout,

The Mount Forest Lions Club annual Santa Clause Parade will be held on Friday December 6th 2013 and similar to previous years we would like to request that the streets along the parade route be closed from 6:30pm to 8:00 pm.

The parade route will be the same a last year which will be from the Mount Forest Fire Hall and proceed south on Main Street to King. The Parade will then go east on King Street and turn south on Fergus Street at which point the parade will disembark.

Santa will be at, Mary's Hall and once again the Lions Club intends to have the OPP on the corner of Fergus and Queen to ensure pedestrian safety while crossing Queen street.

As in the past we will also have Lions members at all of the intersections along the parade route with vests and radios for vehicle and pedestrian traffic, to ensure an enjoyable and safe parade.

Thank you once again for your support and cooperation,

Yours truly,
Colleen Copland
Past President
Mount Forest Lions Club

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 91-13

**BEING A BY-LAW TO TEMPORARILY CLOSE PORTIONS OF
MAIN STREET, KING STREET AND FERGUS STREET, MOUNT
FOREST FOR THE PURPOSE OF HOLDING A SANTA CLAUS
PARADE**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 45.

WHEREAS Section 45 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Mount Forest Lions Club is planning a Santa Claus Parade and have requested that a portion of Main Street, King Street and Fergus Street, Mount Forest be closed to vehicular traffic on Friday, December 6, 2013 between the hours of 6:30 p.m. and 8:30 p.m.

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

1. **THAT** the portion of Main Street, Mount Forest between Sligo Road and Queen Street and the portion of King Street, Mount Forest between Main Street and Fergus Street, and Fergus Street, Mount Forest between King Street and Queen Street is hereby temporarily closed on December 6, 2013 between the hours of 6:30 p.m. and 8:30 p.m.
2. **THAT** 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 21ST DAY OF OCTOBER, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

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

BY-LAW NUMBER 92-13

**BEING A BY-LAW TO AUTHORIZE A DRAIN ROAD CROSSING
AGREEMENT (Part Lot 20, Concession 2, Geographic Township
of Arthur, Oscar Schill and Marguerite Schill)**

WHEREAS:

- A. Section 4 of the *Municipal Act, 2001* as amended (hereinafter called "the Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its Council, and further, Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act.
- B. The Township of Wellington North is a lower-tier municipality and Section 11 of the Act authorizes that a lower tier municipality may pass By-laws respecting matters within the Highways sphere of jurisdiction.

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 with Oscar Schill and Marguerite Schill with respect to a drainage pipe crossing the Geographic Township of Arthur Concession 2 Road Allowance in substantially the same form as the three page draft Agreement attached hereto as Schedule 1.
- 2. The Mayor and the Deputy-Clerk of the Corporation are hereby authorized and directed to sign the Agreement on behalf of the Corporation and the Deputy-Clerk is directed to cause notice of the Agreement to be registered on the title to the lands described therein having Property Identifier Number 71091-0079.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF OCTOBER, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

SCHEDULE 1

AGREEMENT FOR A MUTUAL DRAIN
Section 2(1) of the *Drainage Act*

THIS AGREEMENT made this 21st day of October, 2013.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
hereinafter called "the Township"
of the first part

and

OSCAR SCHILL and MARGUERITE SCHILL
of the Township of Wellington North, in the County of Wellington
hereinafter called "the Owners"
of the second part

WHEREAS the Owners own the lands having Property Identifier Number 71091-0079 and the following legal description:

Part Lot 20, Con 2, Township of Arthur, as in RON71305 Except PT 2, 61R8527, S/T interest in RON63657, S/T ROW in favour of PT 1 60R1830 over PT 2, 60R1830 as in RON56806, S/T easement in favour of PT 2, 61R8527 over PT 1, 61R8527 as in LT39725, S/T ROW in favour of PT 2, 61R8527 over PT 3, 61R8527 as in LT39725; Wellington North ("the lands").

AND WHEREAS the Owners intend to install a tile drain system ("the system") on the lands and have asked the Township to allow them to install a road allowance crossing pipe to reach an outlet on Part of Lot 20, Concession 3 (geographic Township of Arthur), in the Township of Wellington North (being part of the lands having Land Registry Office No. 61 Property Identifier Number 71090-0050) for all or part of the system.

AND WHEREAS the Township has obtained a Report from its Drainage Superintendent dated July 31, 2013, (the "Report") prepared on the basis of the plans for the system as provided to the Township by the Owners.

AND WHEREAS the Township is prepared to provide such permission on the terms and obligations contained in this Agreement which shall run with the title to the lands.

NOW THEREFORE IN CONSIDERATION OF the terms and conditions contained herein the parties hereto agree as follows:

1. Based on the plans for the system provided and the Report, and subject to compliance with this Agreement by the Owners, the Township shall permit and allow the Owners to install a road crossing drainage pipe as approved by the Township and ~~appurtenant catch basins~~ on the Geographic Township of Arthur Concession 2 Road allowance to carry water from the system to an outlet on the said Lot 20, Concession 3 on the terms and conditions provided herein.
2. The road crossing pipe and ~~appurtenances~~ shall be installed entirely at the expense of the Owners and in a manner required and approved by and to the satisfaction of the Township. Plans prepared by a Drainage Engineer or other person approved by the Township showing the size, nature and extent of the proposed road crossing drainage pipe and ~~appurtenances~~ shall be submitted to and approved by the Township prior to the commencement of any work relating to the installation of the pipe on the road allowance and all work on the road allowance in connection with the installation shall be done in the presence and under the supervision of the Township's Road Superintendent or his designate and shall be done by a contractor approved by the Township.
3. The Owners shall reimburse the Township for its expenses in connection with this agreement, the registration of it and the supervision and approvals pursuant to paragraph 2 above.
4. The drainage pipe crossing the road allowance and ~~appurtenances~~ shall be maintained in good working order and at the expense of the Owners during the lifetime of the system, and all maintenance shall be done in consultation with the Township and in a manner approved by the Township.
5. It is a condition of the permission provided for in this Agreement that the Owners obtain an Agreement, license or restriction satisfactory to the Township allowing the Owners' drainage water from the system, and passing through the drainage pipe crossing the road allowance, to outlet onto and through the said private property in Part of Lot 20, Concession 3, and that the Agreement license or restriction (or notice thereof as applicable) be registered on the title to the said receiving property in Lot 20, Concession 3 and on title to the said Owners' lands.

6. Without limiting any of the foregoing the road crossing provided for herein must be done in all respects to the satisfaction of the Township in compliance with the stipulations and requirements contained in the Township's policy and regulations with respect to requests from private land owners for tile drain outlets onto or crossing Township road allowances.
7. Notice of this Agreement may be registered on the title to the lands by the Township at the Owners' expense and it shall be binding upon and for the benefit of the parties hereto and their heirs, executors, estate trustees, successors and assigns.

SIGNED by the Township:

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

Per:

Raymond Tout, Mayor

Cathy More, Deputy Clerk
We have authority to bind the Corporation

SIGNED by the Owner:

Witness

Oscar Schill

Witness

Marguerite Schill

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 93-13

BEING A BY-LAW TO DESIGNATE CERTAIN LANDS TO BE NOT SUBJECT TO PART LOT CONTROL PURSUANT TO SECTION 50 (7) OF THE PLANNING ACT, R.S.O., 1990, AS AMENDED. (Lot 6, RP 61M-168, Township of Wellington North, County of Wellington – Coffey)

AUTHORITY: Planning Act, R.S.O., 1990, as amended, Section 50.

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it desirable to exempt land from the provisions of Part Lot Control under Section 50 of the Planning Act, R.S.O., 1990 as amended.

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

1. **THAT** the provisions of Section 50 (5) of the Planning Act, R.S.O., 1990, as amended shall not apply to the land described as Lot 6, RP 61M-168, Township of Wellington North, County of Wellington, having Property Identifier Number 71164-0558.

2. **THAT** this By-law shall not come into force and effect until:
 - a) the by-law has been given final approval by the County of Wellington as provided for in Section 50 (7.1) of the said Act;

 - b) the by-law as finally approved has been registered on the title to the said Lot 6 in the local Land Registry / Land Titles Office (Wellington No. 61).

3. **THAT** pursuant to Section 50 (7.3) of the said Act, the provisions of this By-law shall be deemed to be expired upon the date of twelve months from the day of final approval of this By-law by the County of Wellington.

4. **THAT** following the approval of this By-law by the County of Wellington, the Clerk of the Municipality shall register a copy of the By-law in the Land Registry Office for the Registry Division of Wellington.

5. **THAT** should the Township of Wellington North amend the by-law, a copy of the amended by-law shall be forwarded to the County of Wellington for its records.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF OCTOBER, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

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

BY-LAW NUMBER 94-13

**BEING A BY-LAW CONCERNING THE COLLECTIVE AGREEMENT
WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)
LOCAL 255.11 AND THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH.**

WHEREAS the Corporation of the Township of Wellington North deems it advisable to ratify by by-law the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 255.11;

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

1. All provisions as outlined in substantially the same form as the draft agreement attached hereto as Schedule "A", and forming the Collective Agreement between the Corporation of the Township of Wellington North and C.U.P.E. Local 255.11, shall form the basis of wage rates and working conditions for the period July 1, 2013 to June 30, 2016.
2. That the Mayor and the Chief Administrative Officer 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.
3. All amendments shall be presented to Council in the form of a replacement by-law.
4. This by-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21ST
DAY OF OCTOBER, 2013.**

**RAYMOND TOUT,
MAYOR**

**CATHERINE MORE,
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

SCHEDULE "A"
TO BY-LAW NO. 94-13

COLLECTIVE AGREEMENT

BETWEEN:

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

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 255.11**

(July 1st, 2013 to June 30, 2016)

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ARTICLE 1 - PURPOSE

- 1.1 It is the purpose of both parties to this Agreement:
- 1) To establish and promote a good relationship between the Employer and the Union and to provide settled and just conditions of employment;
 - 2) To encourage and improve efficiency in operations and delivery of services to the public without interruption or interference with work;
 - 3) To secure prompt and fair disposition of grievances.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Canadian Union of Public Employees and its Local 255 as the bargaining agent of all employees of the Corporation of the Township of Wellington North in Wellington North, save and except foreman, persons above the rank of foreman, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school's vacation period, and persons employed for a definite term or task.
- 2.2 Persons employed for a definite term or task shall be deemed to mean persons employed for a definite term or task of up to six (6) months duration. Discharge, discipline or layoff of a person employed for a definite term or task shall not be subject to the grievance procedure.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it is the exclusive function of the Corporation to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, discharge, classify, transfer, assign duties, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause; and
 - (c) generally to manage the interests of the Corporation and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the services and level of service to be delivered, the scheduling and methods of meeting service requirements, the allocation and the number of employees required from time to time;
 - (d) formulate and amend from time to time reasonable rules and regulations to be observed by employees;
 - (e) introduce new improved methods, facilities and equipment.

ARTICLE 3 - MANAGEMENT RIGHTS (continued)

- 3.2 The Employer agrees that it will not exercise its Management Rights in a manner inconsistent with the terms of this Agreement.

ARTICLE 4 - REPRESENTATION

- 4.1 The Union membership shall elect three (3) stewards, together with an alternate steward, each of whom shall have attained seniority. The names of the stewards shall be given to the Corporation, in writing, and the Corporation shall not be required to recognize any such steward until it has been so notified.
- 4.2 It is understood that the steward has his regular work to perform and that if it is necessary for him to service a grievance during working hours, he will not leave his work without first obtaining the permission of his immediate supervisor. Such permission shall not be unreasonably denied. In obtaining such permission, the steward shall state his destination and reason to his immediate supervisor and report again to him at the time of his return to work.
- 4.3 For the purpose of negotiations between the parties, the Corporation shall recognize a negotiation committee of the Union to be composed of not more than three (3) employees.
- 4.4 The negotiation committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Corporation.
- 4.5 Representatives of the Union shall not suffer any loss of regular pay or benefits for negotiations with the Employer up to conciliation.
- 4.6 The Union and the employees shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation.
- 4.7 On the request of either party, the parties shall meet at least once every two months until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

ARTICLE 5 - GRIEVANCE

- 5.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the application or alleged violation of the agreement as quickly as possible.
- 5.2 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

ARTICLE 5 – GRIEVANCE (continued)

5.3 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step One (a) The aggrieved employee, with his steward, shall present his grievance in writing to his immediate supervisor. The immediate supervisor shall give his decision within two (2) working days following the presentation of the grievance to him. If the immediate supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows;

Step Two (b) Failing satisfactory settlement of the grievance at Step One, the employee concerned, together with the steward, shall submit the grievance in writing to the Administrator, who shall render Council's written decision within ten (10) working days. The Union may have the assistance of a representative of the Canadian Union of Public Employees.

(c) A written grievance shall bear the name(s) of the grievor(s), the nature of the grievance, the article(s) alleged to be violated, the corrective measures suggested as remedy and the date. The grievance must be signed by the steward or alternate and the grievor.

(d) Failing satisfactory settlement of the grievance at Step Two, the grievance may be referred in writing by either party to a Board of Arbitration at any time within ten (10) working days after the decision is given under Step Two, or should have been given. If no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.

(e) No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the grievance procedure.

5.4 Where a dispute involving a question of general application or interpretation occurs, the Union shall file grievance to be initiated at Step Two of the grievance procedure

5.5 Prior to any grievance proceeding to arbitration the parties agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.

ARTICLE 6 - ARBITRATION

- 6.1 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement under the provisions of Section 48 or 49 of the Labour Relations Act of Ontario, 1995 as amended from time to time, which shall be attached as Schedule "B" to this Agreement.
- 6.2 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.3 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.
- 6.4 The time limits fixed in both the grievance and arbitration procedure may be extended only by consent in writing of the parties to this Agreement.

ARTICLE 7 - DISCHARGE CASES

- 7.1 A claim by an employee, who has completed his probationary period, that he has been unjustly discharged, shall be treated as a grievance at Step Two within five (5) working days after the discharge is effected. Such grievance shall be settled under the Grievance or Arbitration procedure.

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

- 8.1 In view of the orderly procedure established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes. The Corporation agrees that there will be no lockouts. Lockouts and strikes as defined in the Labour Relations Act of Ontario, 1995.

ARTICLE 9 - WAGES

- 9.1 Schedule "A" attached is hereby made part of this Agreement. Wages shall be paid on a bi-weekly basis and all deductions shall be itemized on the pay slip.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.1 Nothing in this Article shall be construed to mean a guarantee of hours of work per week or per day.
- 10.2 (a) The normal work week for Works Department employees shall be forty (40) hours per week. The normal daily schedule shall be eight (8) hours of work. Monday to Friday.
- (b) The normal work week for Office employees shall be thirty-five (35) hours per week. The normal daily schedule shall be seven (7) hours of work. Monday to Friday.

ARTICLE 10 - HOURS OF WORK AND OVERTIME (continued)

10.2 (continued)

- (c) The normal work week for Recreation Department employees shall be forty (40) hours per week. The normal daily schedule shall be eight (8) hours of work.
- 10.3 All authorized work performed in excess of the normal work week as defined in Article 10.02 above will be paid at the rate of time and one half for each hour worked, with the exception of Sunday for which the rate of two times each hour worked applies.
- 10.4 There will be two (2), fifteen (15) minute break periods allowed each day; one in the forenoon and one in the afternoon.
- 10.5 An employee who is called in to work outside of his regular scheduled hours, not immediately prior to his next scheduled shift, shall be compensated for a minimum of two (2) hours at the overtime rate.
- 10.6 An employee required to work twelve (12) consecutive hours without a break of one hour shall receive a meal allowance of fifteen (\$15.00) dollars.
- 10.7 Employees who are required by the Road Superintendent to be on standby/on-call shall be paid their hourly rate for one hour each day the employee is required.

ARTICLE 11 - STATUTORY HOLIDAYS

- 11.1 The following holidays, regardless of when they fall, will be granted to all employees: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day. If the holiday falls on a non-working day, the Employer shall designate a working day as the holiday.

Additional holidays to be three (3) float days and to be scheduled by department upon consultation with parties.

- 11.2 To qualify for statutory holidays with pay, an employee must fully work his last scheduled shift immediately before or his first scheduled shift immediately after the holiday, unless absent through prior permission of the Corporation. Such prior permission shall not be unreasonably withheld.
- 11.3 Any employee required to work on a statutory holiday as defined in Article 11.1 shall be compensated for all authorized work performed on such holidays at the rate of double time (2 times) the time worked, in addition to his regular pay.

ARTICLE 12 - VACATIONS

- 12.1 (a) Employees who, as of January 1 of the current year, meet the service requirement shall be granted vacation entitlement as follows:
- After one (1) year of continuous service - 2 weeks;
 - After five (5) years of continuous service - 3 weeks;
 - After ten (10) years of continuous service weeks – 4 weeks;
 - After fifteen (15) years of continuous service - 5 weeks;
 - After twenty (20) years of continuous service - 6 weeks;
 - After twenty-five (25) years of continuous service – the employee is to receive one additional day vacation per year, up to a maximum of five (5) additional days.
- Vacations shall not be normally accumulated or waived, but must be taken within the current calendar year. At its sole discretion, the Corporation may allow all or part of an employee's vacation entitlement to be carried forward one year.
- (b) An employee who leaves the employment of the Corporation, for any reason, or has less than 1 year of continuous service as of December 31 of each year, shall receive vacation pay in accordance with the Employment Standards Act.
 - (c) The Corporation and the Union agree that employees will earn vacation entitlement and be paid vacation pay on earnings on a *current year* basis. Employees who are absent from work for any reason, with the exception of vacation, during the period of January 1 to December 31 in which vacation entitlement is earned, shall be paid vacation on a pro-rata basis.
- 12.2 Choice of vacation dates shall be governed according to seniority within the department subject to the requirement to maintain efficient operation in the department in question.
- 12.3 In the event that a statutory holiday falls within the vacation period of an employee, his vacation shall be extended by an extra day.
- 12.4 When, during his vacation, an employee is confined to hospital, he shall be entitled to take his vacation or part thereof which has been displaced at another time mutually agreed upon. An employee may be required to provide acceptable documentation prior to returning to work.
- 12.5 "Continuous Service" is defined as length of service in the employ of the Corporation, but does not include authorized or unauthorized absences from work with the Corporation.

ARTICLE 13 - SENIORITY

13.1 Seniority as referred to in this Agreement shall mean length of service with the Corporation from the date of last hiring into the bargaining unit by the Corporation, save and except the employees listed below shall have their seniority based on their service with the Corporation prior to the amalgamation on January 1, 1999.

EMPLOYEE NAME	SENIORITY (m/d/y)
Marlin L. Herriot	12/01/74
Thomas J. Noonan	04/01/82
William L. Donald	05/01/95
Glen Lehman	04/12/97
James Edwin White	12/14/98

13.2 An employee will be considered on probation for the first three (3) months and will have no seniority rights during that period. After four (4) months of service, his seniority shall date back to the day on which his employment began. The dismissal, layoff or failure to recall after layoff of a probationary employee shall not be the subject of a grievance.

13.3 Seniority lists will be revised each twelve (12) months. A copy of the list will be posted and a copy given to the Union. If an employee does not challenge the position of his name on the seniority list within the first twenty (20) working days from the date his name first appeared on a seniority list, then he shall be deemed to have proper seniority standing.

13.4 Promotion, job posting, layoff and recall from layoff shall be based upon the following factors:

- (a) seniority;
- (b) skill, ability and qualifications.

Where the requirements in factor (b) are in the opinion of the Corporation equal, seniority shall govern.

13.5 Seniority shall terminate and an employee shall cease to be employed by the Corporation when he:

- (a) voluntarily quits his employment with the Corporation;
- (b) is discharged and is not reinstated under the provisions of this Agreement;
- (c) is off the payroll for the lesser of the employee's seniority or 24 months;
- (d) fails to report for work within five (5) working days after being notified by the Corporation by registered mail to his last address on record following a layoff;

ARTICLE 13 – SENIORITY (continued)

13.5

- (e) fails to return to work upon termination of authorized leave of absence, unless request for extension has been communicated to the Corporation in writing. Such request for extension may be granted for reasons satisfactory to the Corporation;
- (f) accepts employment while on leave of absence;
- (g) retires;
- (h) is absent from work for five (5) working days or more without providing a valid reason acceptable to the Corporation.

13.6 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

13.7 It shall be the duty of each employee to notify the Corporation promptly of any change in address and telephone number. If an employee fails to do this, the Corporation will not be responsible for failure of a notice to reach such employee.

13.8 When a vacancy occurs or a new position is created, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application.

13.9 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded on the basis of the criteria specified in Article 13.4.

13.10 Except in circumstances beyond the Corporation's control, a minimum of three (3) weeks notice of layoff shall be given or pay-in-lieu thereof.

13.11 The successful applicant for a posted job vacancy shall be given a four (4) week trial period to determine the suitability of the position to him and the Employer's satisfaction with his performance. If the employee is not suited or satisfactory, he shall be returned to his former position and wage rate without loss of seniority.

Any other employee affected by this rearrangement of positions shall be returned to his former position and wage rate without loss of seniority.

13.12 A layoff shall be defined as a reduction of the work force.

ARTICLE 13 – SENIORITY (continued)

13.13 Contingency Plan for Water and Sewer Services

The parties agree that prior to the commencement of a work stoppage; they will negotiate and agree to a contingency plan for the provision of water and sewer services.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 The Corporation may grant leave of absence without pay and without loss of seniority to an employee. All requests for such leave of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as possible. Such leave shall not adversely affect the efficiency of operation and delivery of service.

14.2 In the event of a death in the family of an employee covered by this Agreement, the Corporation agrees to grant time off including the day of the funeral, and to make up the employee's regular pay (exclusive of any premium) for any absence not to exceed five (5) working days.

All bereavement leave is to be taken within five (5) calendar days before or after the day of the funeral. Additional unpaid leave of absence for bereavement purposes may be granted upon request.

Five (5) consecutive paid working days leave of absence for an immediate family member - Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Common-Law Spouse, Step-Child, Step-Mother, Step-Father, Step-Brother, Step-Sister.

Two (2) consecutive paid working days leave of absence for an immediate family member - Grandfather, Grandmother, Grandchild, Aunt, Uncle, Sister-in-law, Brother-in-law, Niece, and Nephew (includes common-law, in-law and step relations).

One (1) day paid leave of absence for a First Cousin, or for the purpose of being a pallbearer.

One half (1/2) day paid leave of absence for the purpose of attending the funeral of a fellow employee.

Bereavement leave, which falls on a paid holiday or vacation period, shall not be counted as part of the holiday or vacation.

ARTICLE 14 - LEAVE OF ABSENCE (continued)

- 14.3 The Corporation agrees to grant leave of absence without pay and without loss of seniority for union business to not more than two (2) employees selected by the Union to attend conventions or conferences. The cumulative total of leave of absence granted under this section shall not exceed six (6) working days in any calendar year. Requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. A request for such leave shall not be unreasonably denied. An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union business or conventions. However, the Union shall reimburse the Employer for all pay and benefits received for the period of absence.
- 14.4 Each employee shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, as amended.
- 14.5 An employee required to serve as a juror or crown witness shall be granted a leave of absence without loss of seniority and shall be entitled to receive for each day of absence the difference between his regular straight time rate for all hours lost and the amount of fee received, provided the employee furnishes the Corporation with proof of service showing the amount of fee received.

ARTICLE 15 - EMPLOYEE BENEFITS

- 15.1 Each employee shall be provided with a Comprehensive Group Insurance Plan that provides for Life Insurance, Extended Medical, Long-Term Disability Benefit and Weekly Indemnity Benefit.

The Comprehensive Plan will provide the following benefits:

Extended Medical Benefits - including Semi-private hospitalization, Drug benefit and Dental plans;

Life Insurance and Accidental Death – 2x Annual Earnings;

Weekly Indemnity-85%;

Long-term Disability.

- 15.2 Subject to Article 15.3, the Corporation will pay 100% of premiums for the current benefit plans.

Extended Health Care – addition to coverage effective January 1, 2010

- Chiropractor from \$150.00 deductible to \$0.00 deductible
- Vision Care from \$200.00 to \$300.00

Extended Health Care - Effective January 1, 2011

- Vision Care from \$300.00 to \$400.00

ARTICLE 15 - EMPLOYEE BENEFITS (continued)

- 15.3 An employee to be placed on layoff with the right to recall may have the option to elect to continue their benefit coverage as provided in Article 15.1, excluding Weekly Indemnity and Long-term Disability, at their own cost. Such election must be made in writing to the Administrator prior to the layoff. Payment for benefit premiums must be made monthly in advance to the Corporation otherwise the benefit coverage shall be terminated by the Corporation.
- 15.4 Every employee shall join the Ontario Municipal Employees' Retirement System, except those presently employed who have opted out of the system. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.
- 15.5 The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of coverage is not decreased. Notice of such changes will be communicated to the Union prior to change. The Union will be provided with an opportunity for comment. Such comments will be provided within five (5) working days or such longer period as may be mutually agreed between the parties.
- 15.6 Benefits for Retirees
- The Corporation will continue coverage for retired employees provided the retired employee pays 100% of the premium cost. The Corporation will bill the retired employee quarterly (each and every year), in advance, at the last address provided to the personnel department for 100% of the premium costs of the benefits provided. In the event of payment not received by the Corporation, as specified in the billing, all benefits will be cancelled forthwith and eligibility for future coverage will cease. It will be the retired employee's responsibility to ensure that the Corporation has a correct billing address at all times. This provision will be provided to retirees only if they can demonstrate that they have no other means of access to the above benefit coverage.
- 15.7 Benefits for Employees Age 65/70 who continue to work.

Extended Health and Dental Benefits:

- Short Term Disability
- Life Insurance 1X salary
- Out of Province Coverage:

Employees who want this coverage would have to absorb the premium of the variance between the regular cost and the benefit for employees under age 65 and the cost of over 65.

ARTICLE 16 - GENERAL

- 16.1 Correspondence arising under the provisions of the Agreement shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Steward of Local 255, and if to the Corporation, to the Administrator.
- 16.2 The Corporation agrees to provide each employee covered by this Agreement with a copy of the present collective agreement.

ARTICLE 16 – GENERAL (continued)

16.3 The Corporation will provide a bulletin board for each department for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by both the Administrator and the Union Officer.

16.4 Where the Corporation has determined that a new classification is required, the Corporation will inform the Union about the new classification and the parties shall discuss the wage rate. Should there be no agreement on the rate; the matter may be referred by either party to arbitration.

The Board of Arbitration established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

16.5 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties so requires.

16.6 Where working days are referred to throughout this Agreement, they shall be deemed to be all days other than Saturday, Sunday or recognized Statutory Holidays.

16.7 An employee covered by the Agreement, upon completion of his probationary period, shall be eligible for six (6) days of sick leave in a calendar year, which are not cumulative. Such employee shall be compensated with pay for 50% of any unused sick days each year. An employee's return to work after sick leave will be conditional on his supplying at his cost, when requested, a certificate from a physician verifying the dates of absence and that his is fully recovered from the sickness which caused his absence.

16.8 Canada Savings Bonds

The Corporation agrees to extend to all employees the opportunity to participate in payroll deduction for Canada Savings Bonds.

16.9 Medical Examination

As a requirement of various relevant Acts, and a condition of continuing employment, all employees must submit to an annual medical confirming that the employee is:

- (a) free from active tuberculosis or other communicable or contagious disease; and
- (b) physically fit to undertake their duties.

The annual medical examination shall be at the expense of the Corporation upon proof of examination and physician costs thereto.

ARTICLE 16 – GENERAL (continued)

16.10 Storm Closings/Storm Days-Office Staff-Kenilworth Location

The Kenilworth office location will remain open notwithstanding inclement weather. If an employee is unable to make it into work due to adverse weather conditions, the employee will have the opportunity to make up the lost time in the following two-week period subject to approval by the Department Head. If the employee is unable to make up the time he or she will not be paid for the time lost and such time will be charged against the employee's annual vacation allotment or accumulated time in lieu or be deducted from that pay period.

16.11 Compensation for Conferences and Training

An employee will receive their regular wages for working their regularly scheduled work day while they are attending the session.

1. All registration fees for the session will be paid by the Township.
2. The employee will be reimbursed for mileage to and from the session, at the current Township rate.
3. The Township will reimburse the employee for any meals they are required to purchase during their attendance at the session.
4. Notwithstanding Article 10 - Hours of Work and Overtime, there is no entitlement for overtime compensation and for greater certainty, no overtime will be paid if the session itself or if the travel to and from the session results in the employee being away from the office or their home beyond their regular working hours.
5. All registrations must be pre-approved by the employee's immediate supervisor.

ARTICLE 17 - UNION SECURITY

- 17.1 All present employees covered by this Agreement may become and shall remain members of the Union. New employees of the Corporation covered by this Agreement shall become members in the Union upon successful completion of probation.
- 17.2 Pursuant to Section 47 of the Labour Relations Act, the Corporation agrees to deduct from every employee covered by this Agreement, monthly dues as designated in writing by the Union. The total amount of said dues shall be forwarded to the Treasurer of the union monthly, accompanied by a list of employees from whose wages the deductions have been made.

The Union shall advise the Corporation of the amount of Union dues to be deducted from every employee covered by this Agreement and of any changes in the amounts from time to time. The Union shall advise the Corporation, in writing, of the name and address of the Treasurer of the Union, and of any change from time to time.

ARTICLE 17 - UNION SECURITY (continued)

17.3 At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by the employee in the previous year.

ARTICLE 18 - CLOTHING ALLOWANCE

18.1 Once annually, the Employer will reimburse each Works Department and Recreation employee for the purchase of safety boots up to a maximum of One Hundred Fifty Dollars (\$150.00) upon presentation of a receipt for proof of purchase.

Once annually, the Employer will reimburse each Works employee for clothing allowance up to a maximum of Two Hundred Fifty Dollars (\$250.00) upon presentation of a receipt for proof of purchase.

18.2 It is understood by the Works Department employees that they must wear safety helmets as required by the Occupational Health and Safety Act or any successor legislation. Failure to wear a helmet in accordance with instructions may result in disciplinary action. The Corporation will provide Works Department employees with a safety helmet with liner.

ARTICLE 19 - TERMINATION

19.1 This Agreement shall continue in effect from July 1, 2013 to June 30, 2016. Either party may notify the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to renew, amend or terminate the Agreement.

19.2 Negotiations shall begin within fifteen (15) days following notification.

Signed this ___ day of _____, 2013.

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

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 255.11**

Raymond Tout,
Mayor

James Keenan

(Witness)

Michael Givens,
Chief Administrative Officer

Norm McLellan

We have authority to bind the
Corporation

(Witness)

**CUPE UNION AGREEMENT
SCHEDULE "A"**

Wages and Classifications

	June 30, 2013	July 1, 2013	July 1, 2013- signing bonus	July 1, 2014	July 1, 2015
Increase percentages applicable to all classifications		1%	0.75%	1.5%	1.5%
Water and Sewer Departments					
OIT Water Distribution and Wastewater Collection	\$20.34	20.54	0.15	20.85	21.16
Water Distribution Class 1 or Wastewater Collection Class 1	\$23.64	23.88	0.18	24.24	24.60
Water Distribution Class 1 and Wastewater Collection Class 1	\$24.91	25.16	0.19	25.54	25.92
Wastewater Collection Class 2	\$26.20	26.46	0.20	26.86	27.26
Water Distribution Class 2	\$27.58	27.86	0.21	28.28	28.70
Water Distribution Class 2 and Wastewater Collection Class 2	\$29.04	29.33	0.22	29.77	30.22
Roads Department					
Labourer/Driver	\$23.23	23.46	0.18	23.81	24.17
Recreation Department					
Labourer/Driver	\$20.34	\$20.54	0.15	20.85	21.16
Administration/Treasury/Recreation/Building Departments					
Public Works/Finance Clerk	\$21.79	22.01	0.17	22.34	22.68
Administrative Support	\$20.34	20.54	0.15	20.85	21.16
Probationary employees shall be paid during the probation period \$1.00/hour less than the prevailing class rate.					
Upon successful completion of probation, the prevailing class rate shall apply.					

SCHEDULE "B"

Sections 48 and 49 of Labour Relations Act, 1995,

Arbitration

48. (1) Every collective agreement shall provide for the final and binding settlement by arbitration, without stoppage of work, of all differences between the parties arising from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable. 1995, c. 1, Sched. A, s. 48 (1).

Same

(2) If a collective agreement does not contain a provision that is mentioned in subsection (1), it shall be deemed to contain a provision to the following effect:

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chair governs.

1995, c. 1, Sched. A, s. 48 (2).

Where arbitration provision inadequate

(3) If, in the opinion of the Board, any part of the arbitration provision, including the method of appointment of the arbitrator or arbitration board, is inadequate, or if the provision set out in subsection (2) is alleged by either party to be unsuitable, the Board may, on the request of either party, modify the provision so long as it conforms with subsection (1), but, until so modified, the arbitration provision in the collective agreement or in subsection (2), as the case may be, applies. 1995, c. 1, Sched. A, s. 48 (3).

Appointment of arbitrator by Minister

(4) Despite subsection (3), if there is failure to appoint an arbitrator or to constitute a board of arbitration under a collective agreement, the Minister, upon the request of either party, may appoint the arbitrator or make the appointments that are necessary to constitute the board of arbitration, as the case may be, and any person so appointed by the Minister shall be deemed to have been appointed in accordance with the collective agreement. 1995, c. 1, Sched. A, s. 48 (4).

Appointment of settlement officer

(5) On the request of either party, the Minister may appoint a settlement officer to endeavour to effect a settlement before the arbitrator or arbitration board appointed under subsection (4) begins to hear the arbitration. However, no appointment shall be made if the other party objects. 1995, c. 1, Sched. A, s. 48 (5); 1998, c. 8, s. 7.

Payment of arbitrators

(6) Where the Minister has appointed an arbitrator or the chair of a board of arbitration under subsection (4), each of the parties shall pay one-half the remuneration and expenses of the person appointed, and, where the Minister has appointed a member of a board of arbitration under subsection (4) on failure of

one of the parties to make the appointment, that party shall pay the remuneration and expenses of the person appointed. 1995, c. 1, Sched. A, s. 48 (6).

Time for decision

(7) An arbitrator shall give a decision within 30 days after hearings on the matter submitted to arbitration are concluded. 1995, c. 1, Sched. A, s. 48 (7).

Same, arbitration board

(8) An arbitration board shall give a decision within 60 days after hearings on the matter submitted to arbitration are concluded. 1995, c. 1, Sched. A, s. 48 (8).

Same

(9) The time described in subsection (7) or (8) for giving a decision may be extended,

(a) with the consent of the parties to the arbitration; or

(b) in the discretion of the arbitrator or arbitration board so long as he, she or it states in the decision the reasons for extending the time. 1995, c. 1, Sched. A, s. 48 (9).

Oral decision

(10) An arbitrator or arbitration board may give an oral decision and, if he, she or it does so, subsection (7) or (8) does not apply and the arbitrator or arbitration board,

(a) shall give the decision promptly after hearings on the matter are concluded;

(b) shall give a written decision, without reasons, promptly upon the request of either party; and

(c) shall give written reasons for the decision within a reasonable period of time upon the request of either party. 1995, c. 1, Sched. A, s. 48 (10).

Orders re decisions

(11) If the arbitrator or arbitration board does not give a decision within the time described in subsection (7) or (8) or does not provide written reasons within the time described in subsection (10), the Minister may,

(a) make such orders as he or she considers necessary to ensure that the decision or reasons will be given without undue delay; and

(b) make such orders as he or she considers appropriate respecting the remuneration and expenses of the arbitrator or arbitration board. 1995, c. 1, Sched. A, s. 48 (11).

Powers of arbitrators, chair of arbitration boards, and arbitration boards

(12) An arbitrator or the chair of an arbitration board, as the case may be, has power,

(a) to require any party to furnish particulars before or during a hearing;

(b) to require any party to produce documents or things that may be relevant to the matter and to do so before or during the hearing;

(c) to fix dates for the commencement and continuation of hearings;

(d) to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases; and

(e) to administer oaths and affirmations,

and an arbitrator or an arbitration board, as the case may be, has power,

(f) to accept the oral or written evidence as the arbitrator or the arbitration board, as the case may be, in its discretion considers proper, whether admissible in a court of law or not;

(g) to enter any premises where work is being done or has been done by the employees or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to the arbitrator or the arbitration board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences;

(h) to authorize any person to do anything that the arbitrator or arbitration board may do under clause (g) and to report to the arbitrator or the arbitration board thereon;

(i) to make interim orders concerning procedural matters;

(j) to interpret and apply human rights and other employment-related statutes, despite any conflict between those statutes and the terms of the collective agreement. 1995, c. 1, Sched. A, s. 48 (12).

Restriction re interim orders

(13) An arbitrator or the chair of an arbitration board shall not make an interim order under clause (12) (i) requiring an employer to reinstate an employee in employment. 1995, c. 1, Sched. A, s. 48 (13).

Power re mediation

(14) An arbitrator or the chair of an arbitration board, as the case may be, may mediate the differences between the parties at any stage in the proceedings with the consent of the parties. If mediation is not successful, the arbitrator or arbitration board retains the power to determine the difference by arbitration. 1995, c. 1, Sched. A, s. 48 (14).

Enforcement power

(15) An arbitrator or the chair of an arbitration board, as the case may be, may enforce the written settlement of a grievance. 1995, c. 1, Sched. A, s. 48 (15).

Extension of time

(16) Except where a collective agreement states that this subsection does not apply, an arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under a collective agreement, despite the expiration of the time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension. 1995, c. 1, Sched. A, s. 48 (16).

Substitution of penalty

(17) Where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined by an employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all the circumstances. 1995, c. 1, Sched. A, s. 48 (17).

Effect of arbitrator's decision

(18) The decision of an arbitrator or of an arbitration board is binding,

(a) upon the parties;

(b) in the case of a collective agreement between a trade union and an employers' organization, upon the employers covered by the agreement who are affected by the decision;

(c) in the case of a collective agreement between a council of trade unions and an employer or an employers' organization, upon the members or affiliates of the council and the employer or the employers covered by the agreement, as the case may be, who are affected by the decision; and

(d) upon the employees covered by the agreement who are affected by the decision,

and the parties, employers, trade unions and employees shall do or abstain from doing anything required of them by the decision. 1995, c. 1, Sched. A, s. 48 (18).

Enforcement of arbitration decisions

(19) Where a party, employer, trade union or employee has failed to comply with any of the terms of the decision of an arbitrator or arbitration board, any party, employer, trade union or employee affected by the decision may file in the Superior Court of Justice a copy of the decision, exclusive of the reasons therefor, in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such. 1995, c. 1, Sched. A, s. 48 (19); 2000, c. 38, s. 7.

Procedure

(20) The Arbitration Act, 1991 does not apply to arbitrations under collective agreements. 1995, c. 1, Sched. A, s. 48 (20).

Referral of grievances to a single arbitrator

49. (1) Despite the arbitration provision in a collective agreement or deemed to be included in a collective agreement under section 48, a party to a collective agreement may request the Minister to refer to a single arbitrator, to be appointed by the Minister, any difference between the parties to the collective

agreement arising from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

Request for references

(2) Subject to subsection (3), a request under subsection (1) may be made by a party to the collective agreement in writing after the grievance procedure under the agreement has been exhausted or after 30 days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs, but no such request shall be made beyond the time, if any, stipulated in or permitted under the agreement for referring the grievance to arbitration.

Same

(3) Despite subsection (2), where a difference between the parties to a collective agreement is a difference respecting discharge from or other termination of employment, a request under subsection (1) may be made by a party to the collective agreement in writing after the grievance procedure under the agreement has been exhausted or after 14 days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs, but no such request shall be made beyond the time, if any, stipulated in or permitted under the agreement for referring the grievance to arbitration.

Minister to appoint arbitrator

(4) Where a request is received under subsection (1), the Minister shall appoint a single arbitrator who shall have exclusive jurisdiction to hear and determine the matter referred to him or her, including any question as to whether a matter is arbitrable and any question as to whether the request was timely.

Same

(5) Where a request or more than one request concerns several differences arising under the collective agreement, the Minister may in his or her discretion appoint an arbitrator under subsection (4) to deal with all the differences raised in the request or requests.

Settlement officer

(6) The Minister may appoint a settlement officer to confer with the parties and endeavour to effect a settlement prior to the hearing by an arbitrator appointed under subsection (4).

Powers and duties of arbitrator

(7) An arbitrator appointed under subsection (4) shall commence to hear the matter referred to him or her within 21 days after the receipt of the request by the Minister and the provisions of subsections 48 (7) and (9) to (20) apply with all necessary modifications to the arbitrator, the parties and the decision of the arbitrator.

Oral decisions

(8) Upon the agreement of the parties, the arbitrator shall deliver an oral decision forthwith or as soon as practicable without giving his or her reasons in writing therefor.

Payment of arbitrator

(9) Where the Minister has appointed an arbitrator under subsection (4), each of the parties shall pay one-half of the remuneration and expenses of the person appointed.

Approval of arbitrators, etc.

(10) The Minister may establish a list of approved arbitrators and, for the purpose of advising him or her with respect to persons qualified to act as arbitrators and matters relating to arbitration, the Minister may constitute a labour-management advisory committee composed of a chair to be designated by the Minister and six members, three of whom shall represent employers and three of whom shall represent trade unions, and their remuneration and expenses shall be as the Lieutenant Governor in Council determines. 1995, c. 1, Sched. A, s. 49.

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

BY-LAW NUMBER 95-13

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
OCTOBER 21, 2013.**

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

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

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

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

1. That the action of the Council at its Regular Meeting held on October 21, 2013 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter O.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF OCTOBER, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Monday, October 28, 2013	Energy Conservation Committee	1:00 p.m.
Friday, November 1, 2013	Mayor's Breakfast	7:00 a.m.
Monday, November 4, 2013	Regular Council	7:00 p.m.
Tuesday, November 5, 2013	Recreation & Culture Committee	8:30 a.m.
Wednesday, November 6, 2013	Arthur Chamber AGM	6:30 p.m.
Monday, November 18, 2013	Public Meeting	7:00 p.m.
Monday, November 18, 2013	Regular Council	7:00 p.m.
Tuesday, November 19, 2013	Water and Sewer Committee	8:30 a.m.
Tuesday, November 19, 2013	Roads Committee	Following Water/Sewer Committee
Tuesday, November 19, 2013	Fire Committee	7:00 p.m.
Wednesday, November 20, 2013	Economic Development Committee	4:30 p.m.

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

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

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