



# Township of Wellington North

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

## Regular Meeting of Council

Monday, October 29, 2012

7:00 p.m.

Municipal Office Council Chambers, Kenilworth

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<b><u>CALLING THE MEETING TO ORDER</u></b>	
- Mayor Tout	
<b><u>O' CANADA</u></b>	
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**TOWNSHIP OF WELLINGTON NORTH**

**COURT OF REVISION**

**LEROY MARTIN DRAINAGE WORKS**

Monday, October 15, 2012

7:00 p.m.

Members Present: Raymond Tout  
Sherry Burke  
Mark Goetz  
Andy Lennox  
Dan Yake

Also Present: Garth Noecker K. Smart Associates Ltd.  
Neal Morris K. Smart Associates Ltd.  
Lorraine Heinbuch C.A.O./Clerk, Secretary  
Cathy Conrad Executive Assistant

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

Mayor Raymond Tout called the meeting to order.

**Appoint Chairperson**

Moved by: Lennox  
Seconded by: Yake

*THAT Raymond Tout be appointed Chair of the Court of Revision.*

Resolution Number: 1 **Carried**

Declaration of Pecuniary Interest – none declared.

TOWNSHIP OF WELLINGTON NORTH

COURT OF REVISION

LEROY MARTIN DRAINAGE WORKS

Monday, October 15, 2012

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Presentation by K. Smart Associates Limited

Mr. Morris, K. Smart Associates Ltd., informed the Court of Revision that the purpose of the meeting was to review the revised assessments. He briefly reviewed the assessment schedules and the work to be done. Schedules were revised due to a clerical error in the schedules dealing with area.

Moved by: Lennox

Seconded by: Yake

*THAT the Court of Revision concur with the K. Smart Associates report and revised assessment schedules for the Leroy Martin Drainage Works.*

Resolution Number: 2

Carried

Adjournment 7:11 p.m.

Moved by: Yake

Seconded by: Lennox

*That the October 15, 2012 Court of Revision Meeting for the Leroy Martin Drainage Works be adjourned.*

Resolution Number: 3

Carried

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CHAIRMAN

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SECRETARY

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, October 15, 2012

The Public Meeting was held Monday, October 15, 2012 at 7:30 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider two Zoning Amendment applications.

**Present:**

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

**Also Present:**

**C.A.O./Clerk: Lorraine Heinbuch**  
**Executive Assistant: Cathy Conrad**  
**Township Planner: Mark Van Patter**

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

**Declaration of Pecuniary Interest:**

None declared.

**Owner/Applicant: Brian Ransome, Michael Schill and Arthur Roelofsen**

**Location of the Subject Land**

The land subject to the proposed amendment is described as Part of Lots 30 & 31, Concessions EOSR, geographic Township of Arthur, Township of Wellington North. The municipal address is 8691 Highway 6. The area to be rezoned is approximately 2 acres in size.

**The Purpose and Effect of the Application**

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) to an appropriate zoning category that would recognize the existing cedar post operation, and the accessory dwelling unit. This rezoning is a condition of two lot line adjustment applications, B123/11 and B51/12, recently approved by the Wellington County Land Division Committee.

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## PUBLIC MEETING - MINUTES

Monday, October 15, 2012

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

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

1. Notice for the public meeting was sent to property owners within 120 m and required agencies and posted on the property on September 24, 2012.
2. Application for Zoning By-law Amendment
3. Presentation by:

Mark Van Patter, Planner, reviewed his comments dated August 15, 2012.

The rezoning is required as a condition of approval for two lot line adjustment applications. The rezoning recognizes the existing cedar fence post operation and dwelling by placing them into an Agricultural Commercial (AC). It is my understanding that the Ministry of Transportation is in support of the enlarged lot and commercial use. Mr. Van Patter had no concerns at the time of writing.

The land subject to the proposed amendment is described as Part of Lots 30 & 31, Concessions EOSR, geographic Township of Arthur, Township of Wellington North. The municipal address is # 8691 Highway 6. The area to be rezoned is approximately 2 acres in size.

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) to an appropriate zoning category, that would recognize the existing cedar post operation, and the accessory dwelling unit. This rezoning is a condition of two lot line adjustment applications, B123/11 and B51/12, recently approved by the Wellington County Land Division Committee.

# TOWNSHIP OF WELLINGTON NORTH

## PUBLIC MEETING - MINUTES

Monday, October 15, 2012

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Section 2.3.3.1 of the Provincial Policy Statement states that in Prime Agricultural Areas, *permitted uses and activities are agricultural uses, secondary uses and agriculture-related uses.* This use could be regarded as agriculture-related, as the trees are from farm parcels and most of the finished products go back to farms.

The land is designated Prime Agricultural in the Wellington County Official Plan. In prime agricultural areas, the plan in Section 6.4.5 provides for Agriculture-related Uses.

Under the Wellington North Zoning By-law the property is zoned Agricultural (A).

Lot Line Adjustment Applications B123/11 and B51/12 were recently approved by the Wellington County Land Division Committee, to permit land from two farms to be added to the small, existing lot. A residence is present as well as a cedar fence post operation. The rezoning is required as a condition of approval for the two lot line adjustment applications.

Question 11 of the application form indicates that the current uses have been in existence for over 50 years. The operation involves logging trucks coming onto the property and the outside storage of their log inventory. Cedar fence posts are created from the logs which are then trucked away. It would seem that placing the subject lands into an Agricultural Commercial Exception zone would make sense. Given the sensitivity of access to Highway 6, it is suggested restricting the commercial uses to the existing operation. The single detached dwelling would also be permitted.

The MTO is satisfied that the lot resulting from the two lot addition applications will provide for a safe access. The Ministry has the responsibility for issuing the entrance permit.

4. Review of Correspondence received by the Township:
  - Fred Natolochny, Supervisor of Resource Planning, GRCA
    - No objection
  - David Secord, Corridor Management Planner, Ministry of Transportation
    - No objection

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**TOWNSHIP OF WELLINGTON NORTH**

**PUBLIC MEETING - MINUTES**

**Monday, October 15, 2012**

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5. 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.
  
6. Mayor Tout opened the floor for any questions/comments.  
  
Applicant and their agent were available to answer any questions.
  
7. Comments/questions from Council.  
  
None.
  
8. Adjournment 7:43 p.m.

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**C.A.O./CLERK**

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**MAYOR**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, October 15, 2012

Following Public Meeting (7:45 p.m.)

Members Present:

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

Also Present:

C.A.O./Clerk: Lorraine Heinbuch  
Executive Assistant: Cathy Conrad  
Treasurer: Mike Givens

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 15, 2012 Regular Meeting of Council be accepted and passed.*

Resolution Number: 1

Carried

D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

THE CORPORATION OF THE  
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REGULAR MEETING OF COUNCIL

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E. MINUTES

1. Regular Meeting of Council, September 24, 2012

Moved by: Councillor Goetz

Seconded by: Councillor Burke

*THAT the minutes of the Regular Meeting of Council held on September 24, 2012 be adopted as circulated.*

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

None.

G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

1. Traci Smith, Engagement Partner  
Christina Brox, Audit Manager, senior manager  
BDO Canada LLP  
Re: 2011 Financial Statements

Ms. Smith and Ms. Brox appeared before Council to present the Draft 2011 Financial Statements for the Corporation of the Township of Wellington North.

Moved by: Councillor Goetz

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North approve the Draft 2011 Financial Statements as presented by BDO.*

Resolution Number: 3

Carried

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H. OTHER/NEW BUSINESS

1. Neal Morris, K. Smart and Associates  
Re: Awarding of Tender for Leroy Martin Drain

Moved by: Councillor Goetz  
Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North award the tender for the Leroy Martin Drainage Works to Marquardt Farm Drainage Ltd. at the tendered price of \$67,135.00 as recommended by K. Smart Associates Limited.*

**Resolution Number: 4**

**Carried**

2. County of Wellington Planning and Land Division Committee  
Re: Comments for Consent Application B109/12 - North

Council supported the application with the following condition:

- That the severed parcel must be re-zoned to R2 to match the zoning on the benefitting lot.

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H. **OTHER/NEW BUSINESS** (continued)

3. Declaration of Surplus Land

Re: Part of Lot 18, Concession 12 (geographic Township of Arthur),  
Parts 5, 6, 7, 8, 9, 10 and 11 (property location Sideroad 7 West at  
Wellington County Road 6)

**Moved by:** Councillor Burke

**Seconded by:** Councillor Goetz

*WHEREAS the Corporation of the Township of Wellington North is the owner of the vacant strip of land with a depth of 99 feet and a frontage on the road allowance between lots 18 and 19 in concession 12 of the Geographic Township of Arthur of 3,650.27 feet described as follows:*

*Part of Lot 18, Concession 12, in the Geographic Township of Arthur shown as Parts 5, 6, 7, 8, 9, 10 and 11 on a survey deposited as Plan 60R-2399, in the Township of Wellington North, subject to rights-of-way over the three 16.5 foot strips being Parts 6, 8 and 10, and having Property Identifier Number 71051-0043 (LT) ("the land")*

*AND WHEREAS By-law 9-08 provides that before selling any land or entering into a binding agreement to sell any land Council shall by by-law or resolution passed at a meeting open to the public declare the land to be surplus.*

*BE IT RESOLVED THAT the land having Property Identifier Number 71051-0043 (LT) be and it is hereby declared to be surplus real property of The Corporation of the Township of Wellington North.*

Resolution Number: 5

**Carried**

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

1. Report from Barry Trood, Water/Sewer Superintendent
  - Class Environmental Assessment to Increase Capacity at the Arthur WWTP – Costing Payment for RFP

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT the Council of the Corporation of the Township of Wellington North has authorized a Class Environmental Assessment (EA) at the Arthur WWTP to be undertaken by XCG Consultants Ltd. As this EA was not captured in the 2012 budget, said costs of the EA incurred in 2012 shall be taken from the Budgeted 2012 Operating Surplus for Sanitary Sewer Systems, no Sanitary Sewer rate adjustment will be required;*

*And further that the balance of the costs will be included in the 2013 Operating Budget for Sanitary Sewer Systems.*

Resolution Number: 6

Carried

2. Economic Development Committee
  - Minutes, September 26, 2012

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on September 26, 2012.*

Resolution Number: 7

Carried

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

2. Economic Development Committee (continued)
- Report from Dale Small, Business Economic Manager  
Re: Request for Municipal Support Resolution for Solar PV Systems

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT the Council of the Township of Wellington North supports, subject to final review by staff, the construction and operation of a 90 KW Rooftop Solar Project to be located at Roll # 23-49-000-007-10900-0000 as described in the document dated September 5, 2012 received from Certified Solar, as recommended by the Economic Development Committee.*

*This resolutions sole purpose is to enable the participant in the FIT program to receive priority points under the FIT program and may not be used for the purposes of any other form of municipal approval in relation to the application or Projects or any other purpose.*

Resolution Number: 8

Carried

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

3. Wellington North Fire Service
- Arthur Fire Station
    - September 2012 Fire Report
    - September 2012 Fire Prevention Officer's Reports
  - Mount Forest Fire Station
    - September 2012 Fire Report
    - September 2012 Fire Prevention Officer's Reports

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service September 2012 Reports and the September 2012 Fire Prevention Officer's Reports for the Arthur and Mount Forest Fire Stations.*

Resolution Number: 9

Carried

4. Report from Mike Givens, Treasurer
- Municipal Infrastructure Investment Initiative- Expression of Interest

Moved by: Councillor Yake

Seconded by: Councillor Lennox

*THAT the Council of the Corporation of the Township of Wellington North receive report TR2012-06 dated October 15, 2012 with regards to Municipal Infrastructure Investment Initiative-Expression of Interest be received;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North certifies that the Expression of Interest attached is factually accurate;*

*AND FURTHER THAT the development of an Asset Management Plan is a priority for the municipality.*

Resolution Number: 10

Carried

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THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

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J. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION

1. Karen Leibovici, President, Federation of Canadian Municipalities  
Re: Diamond Jubilee Medal Program Nominations  
- Received as information
2. County of Wellington Land Division Committee  
Re: Application B68/12 – Piller Poultry Limited, Part Lot 9,  
Concession 4 (Arthur Township)  
- Received as information
3. Charles Sousa, Minister of Citizenship  
Re: June Callwood Outstanding Achievement Award for Voluntarism  
in Ontario  
- Received as information

K. BY-LAWS

1. 77-12 Being a By-law to Authorize the Execution of an Agreement Between Integrated Maintenance and Operations Services Inc. and the Corporation of the Township of Wellington North (Connecting Link Winter Maintenance 2012/2013 services for Arthur)

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

*THAT By-law Number 77-12 being a by-law to authorize the execution of an agreement between Integrated Maintenance and Operations Services Inc. and the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed. (Connecting Link Winter Maintenance 2012/13 services for Arthur)*

**Resolution Number: 11**

**Carried**

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

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K. BY-LAWS (continued)

2. 78-12 Being a By-law to Authorize the Execution of an Agreement Between Integrated Maintenance and Operations Services Inc. and the Corporation of the Township of Wellington North (Connecting Link Winter Maintenance 2012/2013 services for Mount Forest)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

*THAT By-law Number 78-12 being a by-law to authorize the execution of an agreement between Integrated Maintenance and Operations Services Inc. and the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed. (Connecting Link Winter Maintenance 2012/13 services for Mount Forest)*

Resolution Number: 12

Carried

3. 79-12 Being a By-law to Amend By-law Number 5000-05, a By-law to Regulate the Parking or Stopping of Vehicles on Highways, Public Parking Lots and in Some Instances, Private Property within the Township of Wellington North

Moved by: Councillor Yake

Seconded by: Councillor Lennox

*THAT By-law Number 79-12 being a by-law to amend By-law Number 5000-05, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North be read a First, Second and Third time and finally passed.*

Resolution Number: 13

Carried

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

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

4. 80-12 Being a By-law to Amend By-law Number 10-08, a By-law to Regulate Traffic in the Township of Wellington North

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

**THAT By-law Number 80-12 being a by-law to amend By-law Number 10-08, a by-law to regulate traffic in the Township of Wellington North be read a First, Second and Third time and finally passed.**

**Resolution Number: 14**

**Carried**

5. 81-12 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 Lennox**

***THAT By-law Number 81-12 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: 15**

**Carried**

6. 82-12 Being a By-law to Temporarily Close Main Street, Mount Forest for the Purpose of Holding a Remembrance Day Parade

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

***THAT by-law Number 82-12 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: 16**

**Carried**

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K. BY-LAWS (continued)

7. 83-12 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

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT By-law Number 83-12 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 be read a First, Second and Third time and finally passed.*

**Resolution Number: 17**

**Carried**

8. 84-12 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.

Moved by: Councillor Yake

Seconded by: Councillor Lennox

*THAT By-law Number 84-12 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 be read a First, Second and Third time and finally passed.*

**Resolution Number: 18**

**Carried**

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K. BY-LAWS (continued)

9. 85-12 Being a By-law to Amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Lots 30 and 31, Concession EOSR (former Township of Arthur) 8691 Highway 6 – Ransome)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT By-law Number 85-12 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Lots 30 and 31, Concession EOSR (former Township of Arthur) 8691 Highway 6 – Ransome)*

**Resolution Number: 19**

**Carried**

10. 86-12 Being a By-law to Authorize a Drain Road Crossing Agreement (Geographic Township of Arthur, Concession 4 Road Allowance – Wideman)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT By-law Number 86-12 being a by-law to authorize a Drain Road Crossing Agreement be read a First, Second and Third time and finally passed. (Geographic Township of Arthur, Concession 4 Road Allowance – Wideman)*

**Resolution Number: 20**

**Carried**

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TOWNSHIP OF WELLINGTON NORTH**

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L. **ITEMS FOR COUNCIL'S INFORMATION**

Cheque Distribution Report dated October 10, 2012

Town of Grand Valley

- Notice of Public Meeting Regarding the Proposed Growth Plan and Five Year Review Official Plan Amendment

Randy Pettapiece, MPP, Perth-Wellington

- Bill 121, *the Ability to Pay Act*, an Act to deal with arbitration in the public sector

Canadian Diabetes Association, North Perth-North Wellington Branch

- November as Diabetes Month – Annual Door to Door Residential Campaign

Maitland Valley Conservation Authority

- Minutes, Board of Directors Meeting #7/12, August 15, 2012
- Minutes, Maitland Source Protection Authority Meeting, #5/12, August 15, 2012

City of Mississauga

- Resolution Regarding Banning the Sale of Cats and Dogs in Pet Stores

M. **NOTICE OF MOTION**

None.

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

**REGULAR MEETING OF COUNCIL**

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N. **CULTURAL MOMENT**

Cliff Smith - "Dancing", "Arthur Mural 2012"

After graduating from the Ontario College of Art and Design, Smith initially enjoyed working with the airbrush and became very accomplished winning several national awards for airbrush artwork. As his focus changed he turned to repeat design work and was employed by some of the largest International design studios. For nearly 3 decades Smith worked with design, colour and photo layout for names like John Willman, Malcolm Cooper, Disney, Sesame Street, Thomas Kinkaid and Ferrari to name a few.

Cliff Smith is now enjoying a new chapter in his life as he strikes out on a creative path of self discovery and awareness. Smith resides in Mount Forest and continues to produce his artistry and photographic work from under his own company, Cliff Photographic. Smith was recently selected to produce a mural in Arthur, honouring the community motto "Canada's Most Patriotic Village". The three-panel mural on the north side of the Sussman's building represents the First World War, with a British Flag, Billy Bishop war plane and poppies. The middle panel depicts local veteran John Walsh saluting a painted version of the war memorial in Ottawa with the Canadian Flag in the background. And the final panel features the mine-sweeping ship Walsh served on during World War II, as well as a female officer, tank, anti-aircraft gun and a Spitfire war plane. The mural has garnered much attention throughout its creation, and now upon its completion.

O. **ANNOUNCEMENTS**

Councillor Lennox reported that he attended a training session in Southgate regarding closed meetings and accountability and transparency. He will be preparing a report for the next Council meeting.

Mayor Tout commented that he attended the bridge dedication ceremony for Const. Hopkins on October 12, 2012. Mayor Tout reminded everyone about the Pentecostal Church 100<sup>th</sup> Anniversary celebrations on October 20 and 21. On October 24 the Workforce Planning Board of Waterloo Wellington Dufferin along with the Township of Wellington North, Mapleton and Minto will be presenting Working in Rural Wellington.

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P. CONFIRMING BY-LAW

Moved by: Councillor Yake  
Seconded by: Councillor Lennox

*THAT By-law Number 87-12 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on October 15, 2012 be read a First, Second and Third time and finally passed.*

Resolution Number: 21

Carried

Q. ADJOURNMENT

Moved by: Councillor Lennox  
Seconded by: Councillor Yake

*THAT the Regular Council meeting of October 15, 2012 be adjourned at 8:52 p.m.*

Resolution Number: 22

Carried

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C.A.O./CLERK

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MAYOR



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

**REGULAR MEETING OF COUNCIL**

**Monday, September 10, 2012**

**Page Three**

**G. OTHER/NEW BUSINESS**

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

B96/12 – Piller Farms Ltd.

Council supported the application with the following conditions:

- That the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.
- That the Owner receives approval from the applicable road authority if new driveway required.
- That the Owner satisfy the requirements in reference to parkland dedication.
- Barn must be removed or adjust the lot line so barn remains with retained parcel.
- Zoning relief is required for oversized frame shed on severed land.
- Frame lean-to is for animal housing and must be removed or retained is to be zoned to allow 5m setback.

→ B90/12 – Estate of Wilfred Costello

< Council requested deferral of the application due to the size of the severed parcel and they request confirmation of the number of outbuildings and information regarding the size of the outbuildings.

Conditions:

- That the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.
- That the Owner receives approval from the applicable road authority if new driveway required.
- That the Owner satisfy the requirements in reference to parkland dedication.
- Severed must be rezoned to allow for oversized shed.

/4

**DEVERELL & LEMAICH LLP**  
BARRISTERS & SOLICITORS

P.O. Box 460  
166 Main Street South  
Mount Forest, Ontario  
N0G 2L0

Telephone (519) 323-1600  
Facsimile (519) 323-3877  
deverell@northwellington-law.ca

**GUILDFORD W. DEVERELL, B.A., LL.B., Q.C.**  
(G.W. DEVERELL, Q.C., PROFESSIONAL CORPORATION)

**RICHARD J. LEMAICH, B.A., LL.B.**  
(R.J. LEMAICH PROFESSIONAL CORPORATION)

*via fax only 519-848-3228*

October 22, 2012

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

Attention: Cathy More, Deputy Clerk

Dear Cathy:

**RE: Estate of Wilfred T. Costello  
County of Wellington Planning and Land Division Committee Application B90/12  
Part of Lot 20, Concession 9 (Arthur Township)**

I confirm that we act as solicitors in the above estate and Bob and Paul Goetz are the executors of the estate.

I am sending this letter to explain "why the lot needs to be so large" and understand that you will be submitting the issues with the Application to Council for its meeting on October 29. As you know the Land Division Committee adjourned the hearing and referred the matter back to the Township for comment regarding the size of the large shed and size of the lot to be severed to go with the farm house. First I will explain that Bob and Paul Goetz are nephews of the deceased and the estate intends to sell the severed lot, house, garage, frame shed and metal clad shed to the nephew Bob Goetz with the workable farmlands being sold for farming purposes.

Measurements were not available for the large metal clad shed and I understand you do now have those. This letter will explain the reasons why the proposed severed lot is so large at 2.85 hectares (approximately 7 acres). I am enclosing Sheet 2 of the two page Surveyor's Sketch (Alex R. Wilson Surveying Inc.) that was filed with the Severance Application. The minutes of

the hearing held on October 11 indicating that it was felt that the lot was to be made smaller by moving the northerly boundary further to the south and closer to the buildings. The reasons why this is not practical or advisable are:

1. The entire frontage of the proposed severed lot contains either or both of the drainage swale and a creek as shown on Sheet 2; and
2. Because of seasonal flooding from the creek the entrance lane to the buildings is located considerably north of the buildings and this was chosen as the northerly boundary for the proposed severed lot. The location of the lane is shown on Sheet 2 as the "existing entrance".

Please let me know if you have questions or require anything further.

Yours very truly,

DEVERELL & LEMAICH LLP

Per:



G. W. Deverell

GWD/dgd

Encl.

cc: Paul Goetz and Bob Goetz

Sheet 2 of 2 Sheets

JULY/12

BZ45

1:1000

*Bluish*

20

Lot 9

TRUCKS  
HALL  
COACH STALL

SEWER  
2.85 Ha

METAL CLAD SHED

1 1/2 STOREY  
DWARFING WITH  
GARAGE

FRAME SHED

TELEPHONE  
PEDESTAL

EXISTING  
ENTRANCE

CONCRESSION

CREAK

SWALK

DRAINAGE

190.0

15.5

150.0

116.5

61.5

42.4

30.17

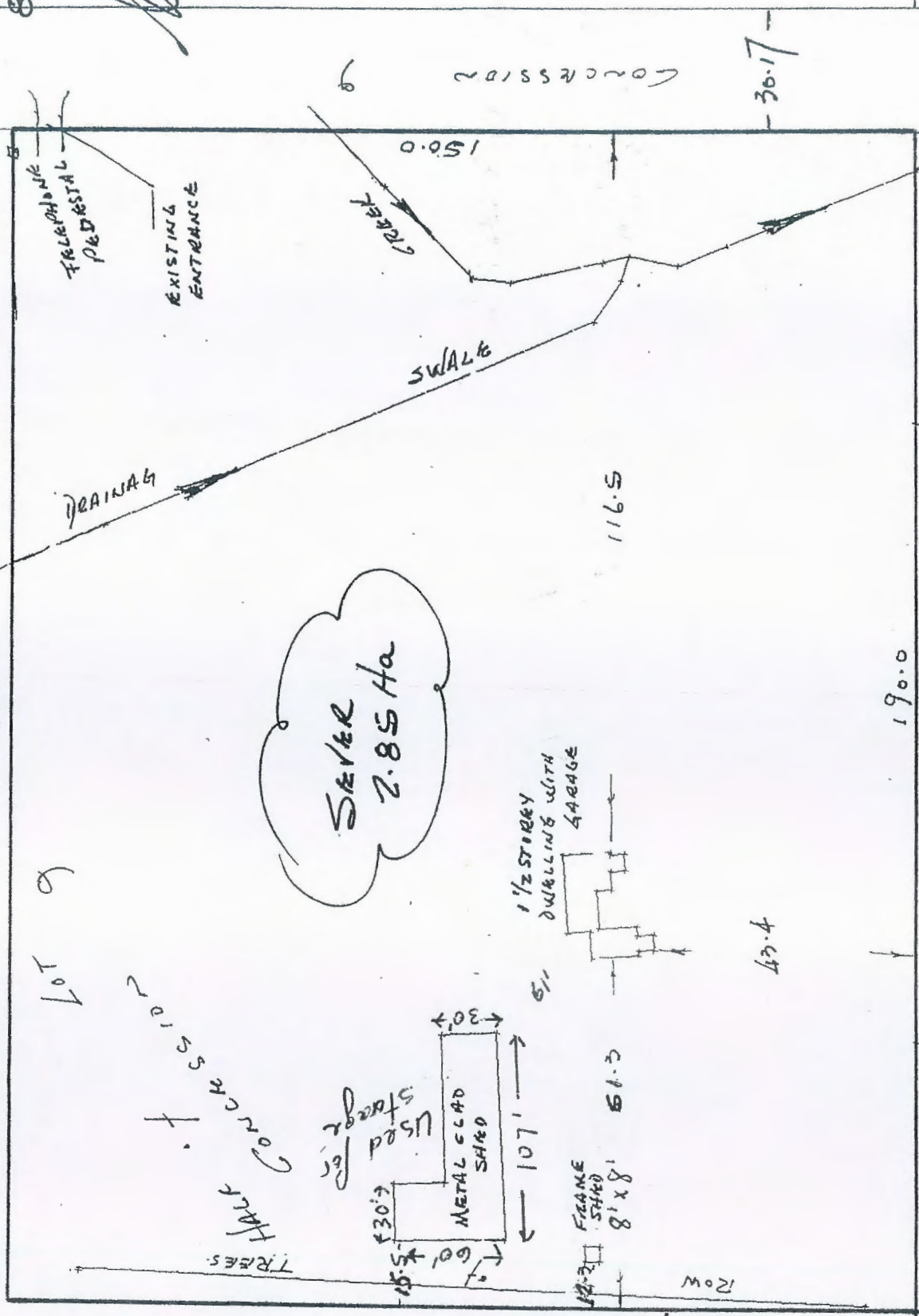
190.0

SOUTH HALF of Lot 9



Sheet 2 of 2 SHEETS  
 JULY/12  
 8245  
 1:10  
*Blue*

20



Lot 9  
 TREES  
 HALL  
 CONCRESSION  
 Used Storage

SEWER  
 2.85 Ha

1/2 STOREY  
 DWELLING WITH  
 GARAGE

FRAME  
 SHED  
 8' x 8' 61.3'

Application B9912  
 + Estate of Wilfred Costello  
 150.0

SOUTH HALF of Lot 9



# Township of Wellington North

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

## REPORT

To: Lori Heinbuch, CAO/Clerk

October 18, 2012

From: Barry Lavers, Director Recreation Parks & Facilities

Re: Mount Forest Lion Roy Grant Pool  
CIIF Grant Application 2012

### Background:

After the Special Recreation Committee meeting held on July 18, 2012 an application for the Community Infrastructure Improvement Fund (CIIF) was completed with the assistance of Triton Engineering Services Ltd. The application was submitted to FedDev Ont. for the renovation of the Mount Forest Lions Roy Grant Pool.

### Discussion:

The grant application if successful would provide restoration of the Municipal Pool and accessibility upgrades. The grant application #2029520120822 was completed and then confirmed that the project was received by FedDev Ont. on August 23, 2012

### Recommendation:

That the Council of the Township of Wellington North authorize payment for services to Triton Engineering Services Ltd. for preparation and submission of the CIIF application project # M5970A in the amount of \$2,751.74. and that the fee be drawn from Mount Forest Swimming Pool reserve fund. Acct# 3-00-70-001-3210.



**TRITON  
ENGINEERING  
SERVICES  
LIMITED**

Consulting Engineers

18 Robb Boulevard, Unit 8  
Orangeville  
Ontario L9W 3L2  
Tel: (519) 941-0330  
Fax: (519) 941-1830  
e-mail: info@tritoneng.on.ca

INVOICE NO: 042674

M5970A

ORANGEVILLE • FERGUS • GRAVENHURST

INVOICE DATE: 08/31/12

Township of Wellington North  
P.O. Box 125  
Kenilworth, Ontario  
NOG 2E0  
Attn: Lori Heinbuch, CAO/Clerk

RECEIVED  
SEP 28 2012  
TWP. OF WELLINGTON NORTH

PROJECT NO: M5970A

CLIENT REF:

PROJECT: Mt.Forest Swimming Pool-CIIF App.

FOR THE PERIOD ENDING 08/31/12

For preparation and submission of Funding Application for Mt. Forest Pool including site visits, correspondence with pool equipment suppliers and Township Staff during this period.

TOTAL FEES	\$	2,378.79
TOTAL DISBURSEMENTS @ COST	\$	56.38
		=====
TOTAL FEES & DISBURSEMENTS	\$	2,435.17
H.S.T. @ 13% (# 10540 1822 RT0001)	\$	316.57
		=====
TOTAL THIS INVOICE	\$	2,751.74

**Invoice Approval**

Acct No: \_\_\_\_\_

Approved By: \_\_\_\_\_

ACCOUNTS DUE WHEN RENDERED

ISSUED DATE: 09/24/12



F E E S & D I S B U R S E M E N T S D E T A I L

FEES

		HOURS	RATE	AMOUNT
Murray, D.B.	08/19/12	5.70		
Murray, D.B.	08/26/12	2.80		
	***	8.50	177.24	1,506.54
Page, S.J.	08/26/12	12.50		
	***	12.50	69.78	872.25
		-----		-----
		21.00		2,378.79

DISBURSEMENTS

		COST/QTY	RATE	AMOUNT
Printing & Reproduction				
Reproduction				
Photocopies (B&W)		72.00 Pages		
RE1209	08/31/12	-----		
	***	72.00	.0800	5.76
Photocopies (Colour)		63.00 Pages		
RE1209	08/31/12	-----		
	***	63.00	.2500	15.75
Telephone & Fax				
Telephone & Fax				
Long Distance		2.01		
LD1209	08/31/12	-----		
	***	2.01	1.0000	2.01
Company Vehicle Mileage				
Vehicle Mileage				
Mileage [DBM]		.79 100 Km		
M4312	08/19/12	-----		
	***	.79	41.5929	32.86
				-----
				56.38
** Total Project	M5970A			2,435.17
				=====



THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, October 15, 2012

5:00 p.m.

Members Present:

Chair: Mayor Raymond Tout  
Councillors: Sherry Burke, Dan Yake,  
Andy Lennox, Mark Goetz  
CAO/Clerk: Lori Heinbuch  
Executive Assistant: Cathy Conrad

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Burke  
Seconded by: Councillor Lennox

*THAT the Agenda for the October 15, 2012 Administration Committee Meeting be accepted and passed.*

Resolution No. 1

Carried

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, October 15, 2012

Page Two

D. CLOSED MEETING SESSION

a) "Personnel and Legal" Matters

Moved by: Councillor Lennox

Seconded by: Councillor Burke

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

- *to consider a personal matter about an identifiable individual, including municipal employees*
- *to consider labour relations*
- *to consider litigation or potential litigation affecting the municipality.*

Resolution No. 2

Carried

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT Administration Committee closed meeting session be temporarily adjourned at 6:30 p.m. until after the regular meeting of Council.*

Resolution Number: 3

Carried

Moved by: Councillor Burke

Seconded by: Councillor Goetz

*THAT Administration Committee closed meeting session be reconvened at 9:00 p.m. following regular meeting of Council.*

Resolution Number: 4

Carried

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, October 15, 2012

Page Three

D. CLOSED MEETING SESSION (continued)

Moved by: Councillor Yake  
Seconded by: Councillor Lennox

*THAT the Administration Committee rise from a closed meeting session at 9:22 p.m. with recommendations and staff being given direction.*

Resolution No. 5

Carried

Fire Chief Position Wellington North Fire Service recommendations of Administration Committee to Council

Moved by: Councillor Lennox  
Seconded by: Councillor Burke

*THAT Administration Committee recommend to Council that the high priority of the new Fire Chief be to ensure that the costs associated with the new position will be reflected in savings captured within the department over a 24 month period.*

Resolution Number: 6

Carried

Moved by: Councillor Lennox  
Seconded by: Councillor Burke

*THAT Administration Committee recommend to Council that the hiring process commence for a full time Fire Chief 35 hours per week at Pay Equity/Internal Equity Grade 7 range of \$55,746.60 to \$75,821.20, this resolution supersedes the previous resolution of Council passed on July 13, 2012 as pertains to 2 year contract position of a part time Fire Chief 25 hours per week.*

Resolution Number: 7

Carried

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH

ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, October 15, 2012

Page Four

E. ITEMS FOR REVIEW, DISCUSSION AND RECOMMENDATION

- a) Update regarding facilitator for FISH Program for All Staff with respect to Customer Service Training
- Proposal Debbie Fawcett – FISH! Catch the Energy, Release the Potential

The cost to have Debbie Fawcett present the FISH program is \$3,400.00 for a one time only presentation. We can purchase the program for \$2,700.00 and someone from the County will come and present it one time to our staff.

Councillor Lennox stated that he was not able to attend the previous meeting and questioned if this was the program we had decided to use and asked if there were measures built into the program to determine success. How will we know if we are better off and if we are making gains?

Councillor Burke commented that she had participated in this program through the Chamber of Commerce. The program does not differentiate between positions and brings everyone out to participate and that Council should take part in the program as well.

Chief Administrative Officer Lori Heinbuch will obtain the cost to have someone from the County present this program and possible training of supervisors in FISH Philosophy. Other options were in the report previously discussed. By having the program in house we can work with other parts of the program and will have the ability to review and customize training to meet our needs.

Councillor Burke described the program as highly interactive when she participated in it through WOWSA a couple of years ago. She would like to see the cost savings by having someone from the County present it. This option came forward because the County uses it. It gives you a way to deal with situations at work as well as other situations.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
ADMINISTRATION COMMITTEE MEETING MINUTES**

**Monday, October 15, 2012**

**Page Five**

E. **ITEMS FOR REVIEW, DISCUSSION AND RECOMMENDATION**  
(continued)

- b) Reports deferred from previous meeting as prepared by L. Heinbuch, Chief Administrative Officer/Clerk regarding:
  - i) Report and Recommendation Outlining an Appropriate “Accountability and Transparency” Draft Policy in accordance with Section 270 of the Municipal Act.
  - ii) Draft Municipal Code of Conduct Council

Councillor Lennox recently attended a presentation on accountability and transparency and closed meetings. He will prepare and present a report in this regard.

These items were deferred pending Councillor Lennox’s report.

F. **ADJOURNMENT**

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

*THAT the Administration Committee meeting of October 15, 2012 be adjourned at 9:35 p.m.*

**Resolution No. 8**

**Carried**

# **WATER/SEWER COMMITTEE MEETING**

## **October 16, 2012**

**Members:** Sherry Burke, Councillor, Chair  
Barry Trood, Water & Sewer Superintendent  
Dale Clark, Roads Superintendent  
Andy Lennox, Councillor  
Melissa Irvine, Process/Compliance Analyst  
Corey Schmidt, Foreman

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

**Declarations of Pecuniary Interest**

**Minutes from the September 18th committee meeting were previously circulated and approved by Council**

**Business from September 18th, 2012 meeting**

- Letter was sent out to Golden Valley Farm Inc. advising them of the resolution passed by Council on October 24<sup>th</sup>, 2012 dealing with reduced sampling requirements.
1. Update on Arthur WWTP (RFP)

Barry gave an update on the Arthur WWTP. The list of items required by XCG Engineering is moving along well.

Discussion took place regarding a request by XCG regarding a provisional item in their RFP. The provisional item in the amount of \$4,628 pertained to a Condition Assessment and Workshop. Barry is to request more details in this regard. Further discussion took place regarding river quality monitoring and sample results taken by Triton engineering since 2007. Barry has had recent discussion with Triton regarding obtaining this information from them for the RFP. Triton has indicated a willingness to work with the Township by sending all river monitoring information data to the Township in hard copy or scanned form. It was noted that Triton Engineering however does not want to see continued requests for information regarding the ongoing RFP without due compensation for their time involved.

**2. New Water/Sewer Account Set up Fee**

Discussion took place regarding owners of apartments taking over water/sewer billing for each individual unit within their apartment. The committee agreed that it was in the Township's best interest for billing purposes that when requested by an apartment owner, that they have the option of taking over all of the individual unit's water and sewer charges.

**3. Staff Reports (attached)**

**4. Top Management Briefing (DWQMS)**

Melissa gave a brief report regarding the requirement under the DWQMS to have a top management meeting. Melissa informed the committee that this meeting is required to be done every year in the month of November. Councillor Lennox requested from Melissa a chart breakdown through the DWQMS as to who is top management and how it is applied. Melissa is to send that info to Councillor Lennox. This meeting should take approximately 1 hour at our next Water/Sewer Committee meeting.

**5. Fergus St Update**

Barry reported Reeves Construction continues with work on Fergus St. between King Street and Queen Street East in Mount Forest. The water and sanitary mains and service connections have all been completed. Storm Sewer as well as roadwork still needs to be completed. Rainy weather conditions have hampered work at the site for the past several weeks.

**General information**

- Discussion took place regarding a request for 20 more additional Sewage Capacity units for phase 2 at Strathcona Village Homes in Mount Forest

Moved by: Barry Trood  
Seconded by: Corey Schmidt

That the Water/Sewer Committee recommend to the Council of the Township of Wellington North approval of the request for 20 Sewage Capacity units for phase 2 development of Strathcona Village Homes in Mount Forest.

Carried

- **General information was given pertaining to Water/Sewer requesting availability of supporting two 8 unit residential buildings on Gordon Street in Arthur. Barry will follow up with request.**
- **OCWA is moving ahead with their asset management system (Hansen) at the Mount Forest WWTP. This system is already in place at the Arthur WWTP. The system tags equipment and tracks maintenance of the equipment at the plant.**
- **Melissa discussed an Emergency Mutual Aid Program (OnWarn) with the committee. Melissa will follow up with more details on the program.**
- **Barry informed Committee that the department is moving ahead with the mandatory requirement in the Province to be a member of Ontario One Call.**
- **Next Meeting: November 27th, 2012 @ 8:30am**



## Process Compliance Monthly Report Analyst Report October 16, 2012

- entered September data for Mount Forest and Arthur water systems into Ministry of Environment Water Taking Reporting System.
- enter bacteriological results into spreadsheet for September
- enter distribution residuals into a spreadsheet for September
- backup Arthur SCADA for September
- lead sampling results were received. Two exceedances of standard 10 ug/L: 165 Ruby's Crescent, Mount Forest and 651 Cork St, Mount Forest (MF WWTP). The two locations were resampled and the results came back below the standard of 10 ug/L. The results from the past two consecutive sample periods have made us eligible for the plumbing sample exemption. We are still required to sample pH and alkalinity in accordance with Sch. 15.1-5 (10) a and sample reduced frequency for lead as per Sch. 15.1-5 (10) b
- created a lead sampling SOP for the DWQMS Operational Plan
- completed lead sample report for Mount Forest and Arthur and submitted to MOE
- completed lead sampling tracking sheet
- update critical customer contact list and added to DWQMS
- update training records for staff as more training certificates were received
- complete Ed White's Wastewater Collection II Renewal Form
- registered staff for Wastewater Collections training in the coming two months
- made agenda for Management Review for next month's meeting
- started preparation for Management Review meeting
- ordered free Chlorine Standards and Free DPD packets
- reviewed well house flow meter reports and filed
- Received back the Desktop Surveillance Audit Report- there was **ZERO** non-conformances and the Township of Wellingtons North's Quality Management System is considered **Effective**. The auditor **recommended** Maintenance of existing accreditation.

# Water and Sewer Committee Meeting

October 16, 2012

## Foreman Report

- Completed Arthur and Mount Forest fall lead sampling
- Completed annual fire hydrant inspections in Mount Forest
- Drained multi leg water tower in Arthur, tower was cleaned and inspected prior to returning to service (report not yet received)
- Dug and repaired leak on 1 ½" copper water service at 150 Queen Street East in Mount Forest
- Melissa attended Georgian Bay Water works fall Conference
- Annual well house flow meter calibrations completed at wells 7 and 8 in Arthur, and wells 3 and 5 Mount Forest (wells 4 and 6 still to be completed)
- Review of DWQMS desk top audit findings with all staff
- Put new watermain on Fergus Street between Queen Street and King Street into service after main was swabbed, super chlorinated, and results from bacteria samples received
- Directional flushing completed in Arthur
- Dug and repaired leak on ¾" black poly water service at 170 Domville Street in Arthur
- International Water Supply completed inspection and maintenance of well #4 Mount Forest, converted pump from oil lubricated to water lubricated
- Put well #4 in Mount Forest back in service after maintenance complete, well disinfected and bacteria results received (report not yet received)
- Tested Arthur and Mount Forest diesel generators (standby power) under full load

## WORKS COMMITTEE MEETING October 16th, 2012

Committee: Andy Lennox, Councillor, Chairman  
Sherry Burke, Councillor  
Barry Trood, Water/Sewer Superintendent  
Dale Clark, Road Superintendent

Start: 10:00 am End: 10:45 am

Minutes of the September 18th meeting were previously circulated and approved by Council.

### 1) Requested Upgrades to Line #3 by WPD

A request has been received from a Wind Turbine Company based out of Mississauga, called WPD, to allow road upgrades to be carried out on Line #3 in West Garafraxa. The upgrades would allow for a wind farm to be constructed in Centre Wellington. Dale and David Hill met with representatives from WPD and Centre Wellington to discuss options and details and it was determined an agreement would need to be put into place if upgrades were to be allowed. Construction on this project is to begin in June, 2013. WPD is to draft a proposal for upgrades which may then be reviewed by Wellington North and Centre Wellington. Committee recommends that the proposed agreement be reviewed by the Works Committee when it is completed.

### 2) Property Repairs

The roof on the Damascus Works Yard is in need of repairs. The shop portion of the existing building needs to be re-screwed to stop and prevent water leaking into the Building. The office part of the building also needs to be re-shingled to prevent water damage from occurring. Recommendation from the Committee is to obtain quotes to have the roof refastened on the shop and Dale is to obtain quotes on different roofing options on the office building for the next Works Committee Meeting.

### 3) **Arthur Village Works Yard Lighting**

Upgrades are taking place at the Arthur Works Yard building. The lighting fixtures in the shop are very old and use a considerable amount more of electricity than fixtures installed today. The safety and lighting in the shop would be greatly increased by completion of this work. The Township has been working with Wellington North Power to determine the best way to proceed with this project and an incentive payment of \$1,240 can be achieved by replacing the existing lighting. Quotes have been received from Loughran Electric and K&N Electric. Committee agreed to proceed with Loughran Electric with the costs being charged to Public Works Property Maintenance Operating Budget.

### 4) **General Information/Other Business**

- Shouldering has been completed on the new asphalt on Line #2
- Fall Road gravelling operations will be completed by October 31<sup>st</sup>
- Gary Matthews and Dale Clark attended Snow School on September 24<sup>th</sup> to 26<sup>th</sup> offered by Ontario Good Roads Association
- Work is progressing well on Fergus Street with completion estimated by the end of October
- Asphalt patching is taking place on Streets in Mount Forest and Arthur
- Fall Roadside grass cutting operations near completion
- Engineering work continuing on Bridge #6 with report for Council to be completed by Road Superintendent
- Sand sheds have been filled for the 2012/2013 upcoming winter season
- Fall road grading being completed as weather conditions allow
- Road construction from Hydro One tower gravel still proceeding and ditching being completed
- Roadside ditching being completed
- Building renovations at Arthur Works Yard nearly completed.
- Highway #89 construction project from Ayrshire Street to the east connecting link in Mount Forest progressing well
- Term/Task Winter Staff to start back in November

- Equipment being prepared for winter operations
- Drivewise Canada will complete Snowplow Training for all operators on Nov 21<sup>st</sup> & 22<sup>nd</sup>
- Street light pole in Arthur on Eastview Drive will be replaced by Wellington North Power
- Winter agreements with bordering Municipalities being finalized and completed

**Next Meeting: November 27th, 2012**



# Municipality of Central Huron

P.O. Box 400, 23 Albert Street, Clinton, Ontario N0M 1L0  
 Telephone: 519-482-3997 Fax: 519-482-9183  
 Email: info@centralhuron.com

Moved by Councillor Brian Barnim

Resolution # 232-12

Seconded by Councillor Alex Westerhout

DATE: 13 Aug 2012

YEA	NAY	BE IT RESOLVED:
_____ ANDERSON	_____	<i>WHEREAS School Crossing Guards play a vital role in road safety for Children;</i>
_____ BARNIM	_____	
_____ COLQUHOUN	_____	
_____ GINN	_____	<i>And WHEREAS the School Crossing Guard mandate is to ensure children can cross streets safely as they travel to and from school;</i>
_____ JEWITT	_____	
_____ LOBB	_____	<i>And WHEREAS the Highway Traffic Act R.S.O. 1990, Chapter H.8, Section 176 (1) defines a "school crossing guard" as a person sixteen years of age or older who is directing the movement of persons across a highway and who is,</i>
_____ METZGER	_____	
_____ WESTERHOUT	_____	
_____ TOTAL	_____	

- a) employed by a municipality, or*
- b) employed by a corporation under contract with a municipality to provide the services of a school crossing guard;*

*And WHEREAS the expenses for the provision of the Crossing Guard Program is the responsibility of the municipality who chooses to provide the service and these expenses are a burden on the taxpayers of that municipality;*

*And WHEREAS the Education Act R.S.O. 1990, Chapter E.2, Section 190 (1) states A board may provide for,*

- (a) a pupil who is enrolled in a school that the board operates;*
- (a.1) a resident pupil of the board who is enrolled in a school operated by another board under an agreement between the boards;*
- (b) a pupil in respect of whom the Minister pays the cost of education under the regulations, transportation to and from the school that the pupil attends.*

*NOW THEREFORE, be it resolved that the Council of the Municipality of Central Huron requests the Minister of Education change the Education Act to be the responsible authority for the Crossing Guard Program and the Minister of Education be responsible for the costs of the Crossing Guard Program;*

*And That the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 176 (1) be amended to change the definition of "school crossing guard" to be employed by the Ministry of Education.*

*And That This resolution be circulated to the Minister of Education, Minister of Transportation, AMO, and to all Ontario municipalities for their support.*

**CARRIED** Mayor Jim Ginn

**DISCLAIMER:** This material provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of the Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.

**EXPLANATORY NOTE  
BY-LAW NUMBER 88-12**

This agreement is a requirement of the Township of Wellington North policy Requests for Tile Drain Outlets onto or Crossing Township Road Allowances

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

**BY-LAW NUMBER 88-12**

**BEING A BY-LAW TO AUTHORIZE A DRAIN ROAD CROSSING AGREEMENT** (Geographic Township of Arthur, Concession 4 Road Allowance – R & R Poultry Limited)

**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 R & R Poultry Limited with respect to a drainage pipe crossing the Geographic Township of Arthur Concession 4 Road Allowance in substantially the same form as the three page draft Agreement attached hereto as Schedule 1.
- 2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the Agreement on behalf of the Corporation and the Clerk is directed to cause notice of the Agreement to be registered on the title to the lands described therein having Property Identifier Number 71089-0008.



READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 29TH DAY OF OCTOBER, 2012.

---

RAYMOND TOUT,  
MAYOR

---

LORRAINE HEINBUCH,  
CHIEF ADMINISTRATIVE OFFICER/CLERK

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 88-12**

**SCHEDULE 1**

**AGREEMENT FOR A MUTUAL DRAIN**

Section 2(1) of the *Drainage Act*

**THIS AGREEMENT** made this 29th day of October, 2012.

**BETWEEN:**

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

hereinafter called "the Township"  
of the first part

and

R & R POULTRY LIMITED

of the Township of Wellington North, in the County of Wellington

hereinafter called "the Owner"  
of the second part

**WHEREAS** the Owner owns the lands having Property Identifier Number 71089-0008 and the following legal description:

Part of Lot 11, Concession 4 (Geographic Township of Arthur), as described in Registered Instrument No. RO803664, in the Township of Wellington North, in the County of Wellington ("the lands").

**AND WHEREAS** the Owner intends to install a tile drain system ("the system") on the lands and has asked the Township to allow it to install a road allowance crossing pipe to reach an outlet that affects the two following private properties:

Part of Lot 11, Concession 5 (Geographic Township of Arthur), as described in Registered Instrument No. RO661337, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71084-0015 (LT).

and

Part of Lot 11, Concession 5, (Geographic Township of Arthur) shown as Part 1, Registered Plan 61R5751, as described in Registered Instrument No. WC348065, in the Township of Wellington North, in the County of Wellington having Property Identifier Number 71084-0016 (LT).

**AND WHEREAS** the Township has obtained a Report from its Drainage Superintendent dated October 10, 2012, (the "Report") prepared on the basis of the plans for the system as provided to the Township by the Owner.

**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 Owner, the Township shall permit and allow the Owner to install a road crossing drainage pipe as approved by the Township and appurtenant catch basins on the Geographic Township of Arthur Concession 4 Road allowance to carry water from the system to an outlet through the said private properties on the said Lot 11, Concession 5 on the terms and conditions provided herein.
2. The road crossing pipe and appurtenances shall be installed entirely at the expense of the Owner 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 Owner 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 Owner 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 Owner obtain Agreements satisfactory to the Township allowing the Owner's drainage water from the system, and passing through the drainage pipe crossing the road allowance, to outlet onto and through the said private properties in Lot 11, Concession 5, and that the Agreements (or notices thereof as applicable) be registered on the titles to the said receiving properties in Lot 11, Concession 5.
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 Owner's 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

---

Lorraine Heinbuch, Clerk

We have authority to bind the Corporation

SIGNED by the Owner:

R & R POULTRY LIMITED

Per:

---

Rosemary Piller, President

I have authority to bind the Corporation

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

**BY-LAW NUMBER 89-12**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF GREY AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Boundary Road Agreement and Maintenance Costs for Grey Road 109).**

**AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 20 and 29.**

**WHEREAS** Sections 20 and 29 of The Municipal Act, 2001, govern agreements between adjoining municipalities for the maintenance and repair of any highway forming the boundary between such municipalities, including bridges thereon.

**AND WHEREAS** the County of Grey and the Township of Wellington North have by By-Law duly passed by their respective Councils designated and assumed as Boundary Roads to be improved and maintained under the provisions of "The Public Transportation and Highway Improvement Act" certain portions of the highway forming the boundary between the Counties of Grey and Wellington, as hereinafter particularly described.

**AND WHEREAS** the said Municipalities have joint jurisdiction over the portions of said highway so assumed as Boundary Roads and it is deemed expedient and necessary to provide for the allocation of responsibility for maintenance and repair of said highway.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with the Corporation of the County of Grey, in substantially the same form as the agreement attached hereto as Schedule "A" (Boundary Road Agreement and Maintenance Costs for Grey Road 109).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 29TH DAY OF OCTOBER, 2012.**

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**RAYMOND TOUT,  
MAYOR**

---

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

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE "A"

COUNTY OF GREY

WINTER AND SUMMER ROAD MAINTENANCE AGREEMENT

2012/2013, 2013/2014 and 2014/2015

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2012.

BETWEEN:

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

Herein after referred to as "Township"

AND

**THE CORPORATION OF THE COUNTY OF GREY**

Herein after referred to as "Grey County"

WHEREAS a section of Grey Road 109 is a shared boundary road between the Township and the County;

WHEREAS both parties wish for the County to provide year-round maintenance on this section of Grey Road 109;

AND WHEREAS the parties wish to share the costs equally for both maintenance and capital projects;

**NOW, THEREFORE, THIS AGREEMENT WITNESSTH THAT**, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

**1. Definitions**

- a. "Agreement" means this Agreement and all instruments amending it;
- b. "Road" means the section of Grey Road 109 located on the Grey/Wellington boundary line, beginning at the King's Highway 6, running easterly for a distance of approximately 1.0 km, to the point at which the entire road known as Grey Road 109 is located in Grey County, within the Township of Southgate.
- c. "Winter Maintenance Season" means the continuous period of time between the fifteenth (15<sup>th</sup>) day of November and the first (1<sup>st</sup>) day of April.

**2. Term and Termination**

- a. This Agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2015.
- b. Notwithstanding 2.a., this Agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this Agreement is current, upon thirty (30) days written notice.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE "A"**

**3. Obligations of Grey County**

- a. Grey County shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the roads, during each Winter Maintenance Season throughout the term of the Agreement.
- b. Grey County shall attend to winter events that occur prior to November 15<sup>th</sup> and after April 1<sup>st</sup> until winter events have subsided at the end of each season throughout the term of this Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season will be at a lower level than during the Winter Maintenance Season, but that it shall meet the Common Law test of reasonableness.
- c. The winter maintenance level of service to be provided by Grey County on the Road shall comply with Grey County's level of service, as defined in the attached Schedule "A" of this Agreement.
- d. Grey County shall be responsible for all removal of snow beyond the width of the road and shoulders if required.
- e. Grey County shall be responsible to provide snow blowing services required within the right of way, if deemed necessary by Grey County.
- f. Grey County shall be responsible for the drainage maintenance of the Road, including the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- g. Grey County shall be responsible for the surface maintenance of the Road, including the repair of potholes, cracks and depressions.
- h. Grey County shall be responsible for all routine patrolling and maintenance activities throughout the entire term of this Agreement. Grey County shall provide routine maintenance service levels compliant with the Minimum Maintenance Standards as identified in Ontario Regulation 239/02 (The "Regulation").

**4. Reimbursement**

- a. The Township and Grey County shall each be responsible for one-half of the maintenance costs of the Road. Grey County shall invoice the Township no later than the 15<sup>th</sup> day of June following the Winter Maintenance Season in which the work was undertaken. The invoice shall be in the amount of \$3,500 and the amount invoiced shall increase by 2 percent per year in each subsequent year. The Township shall provide payment to Grey County no later than 30 days from receipt of the statement, for each of the 3 (three) years included in this Agreement.

**5. Capital Costs**

- a. The Township and Grey County shall each be responsible for one-half of all capital improvements on the Road, including but not limited to items such as road construction, hot mix asphalt resurfacing, and the shoulder gravelling associated with this resurfacing, bridge repairs and replacement, and surface treatment.
- b. Prior to completing any capital improvements Grey County will identify the required work to the Township.
- c. If both the Township and Grey County agree that the work is required the Township and Grey County will mutually agree how the work will be completed and whether the Township or the County will administer the work.



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE "A"**

- d. Except in the case of emergencies, Grey County shall notify the Township two years in advance of any such capital improvement work proposed and the extent and cost of the capital improvement work shall be mutually agreed upon prior to proceeding with the work.
- e. Grey County shall invoice the Township for one half of the capital costs no later than the 31<sup>st</sup> of December in the year in which the work was undertaken. The Township shall provide payment to Grey County no later than 30 days from receipt of the invoice.

**6. Indemnification**

- a. Grey County agrees to defend, indemnify and save and hold harmless the Township from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the Road referred to in this agreement as being the responsibility of Grey County to maintain.
- b. Grey County agrees to defend, indemnify and save and hold harmless the Township from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Grey County under the terms of this Agreement.
- c. Wellington North agrees to defend, indemnify and save and hold harmless Grey County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Wellington North under the terms of this Agreement.

**7. Insurance**

- a. Each party shall, at its own expense, obtain and keep in force during the term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
  - i. municipal general liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000);
  - ii. inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
  - iii. cross liability and severability of Interest clauses;
  - iv. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
  - v. non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including contractual non-owned coverage;
  - vi. Products and completed operation coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
  - vii. Automobile liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement; and
  - viii. a thirty day written notice of cancellation, termination or material change.
- b. Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE "A"**

- c. Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Road.

**8. Force Majeure**

Neither Grey County nor the Township shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of Grey County or the Township.

Grey County and the Township agree that in the event of a disaster or FORCE MAJEURE the parties will co-operate and Grey County will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

**9. Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

**10. Severability**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

**11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the year round maintenance and capital improvement projects for the Road and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to year round maintenance and capital improvement projects for the Road except as provided in this Agreement, and the attached Schedule "A".

**12. Waiver and Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

**13. Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE "A"**

**14. Notice**

Any notice required to be given by Grey County to the Township shall be in writing and shall be sufficiently delivered if given to the Township Clerk by personal delivery or prepaid post, c/o the Township Clerk, to:

Township of Wellington  
P.O. Box 125  
Kenilworth, Ontario  
N0G 2E0

Any notice required to be given by the Township to Grey County shall be in writing and shall be sufficiently delivered if given to the County Clerk by personal delivery or prepaid post, c/o the County Clerk, to:

County of Grey  
595 9th Ave East  
Owen Sound, ON  
N4K 3E3

Notice delivered by mail shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of such mailing.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH:

\_\_\_\_\_  
RAYMOND TOUT, MAYOR,

\_\_\_\_\_  
LORRAINE HEINBUCH, CAO/CLERK,

THE CORPORATION OF THE COUNTY OF GREY:

\_\_\_\_\_  
MICHAEL J. KELLY, DIRECTOR, TRANSPORTATION SERVICES,

\_\_\_\_\_  
KEVIN WEPPLER, DIRECTOR, FINANCE,



# Township of Wellington North

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

## MEMORANDUM

Date: October 19, 2012  
To: Council  
From: Darren Jones, Chief Building Official  
Re: Site Plan Amending Agreement – 2016065 Ontario Limited

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### Objective

H. Bye Construction wishes to proceed with the final (third) phase of their development located at 401 Birmingham Street East in Mount Forest.

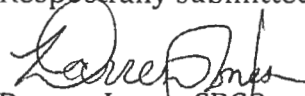
### Background

The first phase of the development consisted of ten townhouse units, the second phase consisted of a 24 unit, three story apartment building. These phases have been completed. The original plan for the third phase was to construct a second 24 unit apartment building, however this spring the zoning of the site was amended to allow the second apartment building to be deleted from the plans and replaced with 3 semi-detached homes (six units).

### Moving forward

Following this memorandum is the subject amending agreement for Councils consideration that allows for deletion of the second 24 unit apartment building and the construction of 3 semi-detached homes.

Respectfully submitted

  
Darren Jones, CBCO  
Chief Building Official

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

**BY-LAW NUMBER 90-12**

**BEING A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT  
(Birmingham Street East, Mount Forest – Curve Rock)**

**WHEREAS** The Township of Wellington North entered into a Site Plan Agreement under the provisions of Section 41 of the *Planning Act* with 20196065 Ontario Limited on the 14<sup>th</sup> day of December, 2004 Notice of which was registered under Section 71 of the *Land Titles Act* on the 17<sup>th</sup> day of December, 2004 as Instrument No. WC86329.

**AND WHEREAS** due to changes made with respect to a portion of the plans comprising the Site Plan in the said Agreement and affecting a portion of the lands described in it, it is necessary to enter into a further Site Plan Agreement.

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

1. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign an Agreement with 2016065 Ontario Limited in the form of, or substantially in the same form of as advised by the municipal solicitor, the draft Site Plan Agreement attached hereto as Schedule 1.
2. The Clerk is directed to cause Notice of the Site Plan Agreement to be registered on the title to the lands described in it pursuant to Section 71 of the *Land Titles Act* after it has been duly signed by the parties.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 29TH DAY OF OCTOBER, 2012.**

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**RAYMOND TOUT,  
MAYOR**

---

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

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 89-12  
SCHEDULE 1

SITE PLAN AGREEMENT

THIS AGREEMENT made this            day of October, 2012.

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,  
“Wellington North”  
OF THE FIRST PART,**

- and -

**2016065 ONTARIO LIMITED,  
“the Owner”  
OF THE SECOND PART.**

**WHEREAS:**

- A. The Owner is the owner of the following lands (hereinafter called “the lands”):
- Part of Park Lot 2, Southside of Durham Street and East of Main Street, Plan for the Town of Mount Forest, Parts 2 and 3 shown on Deposited Plan 61R10349, in the Township of Wellington North, in the County of Wellington, having Property Identifier Number: 71066-0079 (LT).
- B. The Owner entered into a Site Plan Agreement with The Corporation of the Township of Wellington North on the 14<sup>th</sup> day of December, 2004 notice of which was registered as Instrument No. WC86329 on the 17<sup>th</sup> day of December, 2004 with respect to the lands and additional lands adjoining lands being Part 1 on the said Plan 61R10349 and the said Part 1 now contains Wellington Standard Condominium Plan No. 137.
- C. The Owner wishes to further the development provided for in the 2004 Site Plan Agreement on the lands (the said Parts 2 and 3) with changes included in the plans described herein and has applied to Wellington North for approval of the further development on the lands as provided for in those plans.
- D. Wellington North requires the Owner to enter into this Agreement as a condition to the further approval sought by the Owner under Subsections 41(7)(c) and 41(7)(c.1) of the Planning Act (“the Act”).
- E. Subsection 41(10) of the Act permits the registration of this Agreement on the title to the lands.

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

1. Site Plan. The Owner agrees to carry out the work, and to construct, install and maintain on the lands at its expense all of the works and facilities stipulated,

described by words and numbers, and shown in and upon the following plans which in total comprise and are herein called "the Site Plan":

- (i) The Site Grading Plan dated September 28, 2012 prepared by Nelson Dawley, P. Eng. being Drawing Number G1, File Name 2564-b-2, Layout Name 2564-A-1 and bearing the seal and signature of N.R. Dawley, Licensed Professional Engineer under date September 28, 2012.
- (ii) The Site Servicing Plan dated September 28, 2012 prepared by Nelson Dawley, P. Eng. being Drawing Number G2, File Name 2564-b-2, Layout Name 2564-A-2 and bearing the seal and signature of N.R. Dawley, Licensed Professional Engineer under date September 28, 2012.
- (iii) The Storm Water Management Plan dated September 28, 2012 prepared by Nelson Dawley, P. Eng. being Drawing Number G3, File Name 2564-A-03, Layout Name 2564-A-3 and bearing the seal and signature of N.R. Dawley, Licensed Professional Engineer under date September 28, 2012.

The requirements under this Agreement include all of the notes and printed text contained in and on the said documents making up the Site Plan that pertain to the lands.

2. **Further Description of Work and Location of Site Plan.** Without limiting the generality of the forgoing, all specifications and requirements contained in the Site Plan which is on file at Wellington North's Municipal Office shall be adhered to and satisfied by the Owner.
3. **Certification.** As part of the obligations under paragraph 1 and 2, the Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after a professional engineer or architect has given Wellington North, at the Owner's expense, a letter addressed to the clerk and signed by the engineer or architect certifying that all services, works and facilities on or in the lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
4. **Maintenance.** The Owner agrees that all of the services, works, facilities and matters required under this Agreement to be located on the lands that fall within the provisions of Section 41 of the Act shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give Wellington North and its agents reasonable access on reasonable notice to the lands for purposes of verification of compliance with the terms of this Agreement.
5. **Lands Charged with Maintenance Obligations.** The Owner charges the lands and any leasehold or other interest which it may give, with the maintenance obligations

for the facilities and works provided for herein and required by Wellington North under Subsection 41(7)(a) of the Act.

6. **Security.** As a condition of the approval to be given by Wellington North pursuant to the said application, the Owner shall file with and deliver to Wellington North either a banker's draft or cheque made payable to Wellington North or an irrevocable letter of credit satisfactory to the clerk, to guarantee all the provisions of this Agreement, with the exception of the future maintenance provisions, in the principal sum of \$19,000.00. The said banker's draft or cheque or letter of credit shall be kept in full force and effect until such time as the Owner's engineer or architect confirms at the Owner's expense that the Owner has carried out the work and constructed and installed all of the structures, services, works and facilities which are required by this Agreement. For purposes of this paragraph the reference to a letter of credit means a letter of credit from a Canadian chartered bank which is irrevocable.
7. **Payment of Wellington North's Professional Fees and Disbursements.** The Developer shall pay the cost of all engineering services required in connection with the satisfaction of this Agreement and shall also reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) pertaining to this Agreement, and further the Developer shall pay the sum of \$5,000.00 to Wellington North on the signing of this Agreement as a deposit towards the said professional fees and disbursements.
8. **Waiver.** The failure of Wellington North at any time to require performance by the Owner of any obligations under this Agreement shall in no way effect its right thereafter to enforce such obligation, nor shall the waiver by Wellington North of the performance of any obligations hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Wellington North shall specifically retain its right at law to enforce this Agreement.
9. **Enforcement.** The Owner acknowledges that Wellington North, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
10. **The 2004 Agreement.** The Owner covenants and agrees that this Site Plan Agreement shall be in addition to and will not lessen or derogate from the duties and obligations of the Owner under the 2004 Agreement, and that any conflict between the two agreements shall be resolved according to the requirements of, and to the satisfaction of, Wellington North.
11. **No Challenge to the Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and enforce this Agreement. The Law of Contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable.



This provision may be pleaded by any party in any action or proceeding as an estoppel of any denial of such right.

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

**THIS AGREEMENT** is executed by Wellington North this \_\_\_\_\_ day of October, 2012.

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

Per:

\_\_\_\_\_  
Raymond Tout – Mayor

\_\_\_\_\_  
Lori Heinbuch – Clerk

We have authority to bind the corporation.

**THIS AGREEMENT** is executed by the Owner this \_\_\_\_\_ day of October, 2012.

**2016065 ONTARIO LIMITED**

Per:

\_\_\_\_\_  
President, Randy Bye

\_\_\_\_\_  
Vice-President, Lloyd Aitken

\_\_\_\_\_  
Secretary-Treasurer, Kevin Drier

We have authority to bind the corporation.

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

**BY-LAW NUMBER 91-12**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE  
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON  
OCTOBER 29, 2012.**

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

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

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

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

1. That the action of the Council at its Regular Meeting held on October 29, 2012 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 29TH DAY OF OCTOBER, 2012.**

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**RAYMOND TOUT  
MAYOR**

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**LORRAINE HEINBUCH  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

## MEETINGS, NOTICES, ANNOUNCEMENTS

Monday, November 5, 2012	Public Meeting	7:00 p.m.
Monday, November 5, 2012	Regular Council Meeting	Following Public Meeting
Tuesday, November 6, 2012	Recreation Committee	8:30 p.m.
Wednesday, November 14, 2012	Building/Property Committee	9:00 a.m.
Monday, November 19, 2012	Regular Council Meeting	7:00 p.m.
Wednesday, November 21, 2012	Economic Development Committee	4:30 p.m.
Tuesday, November 27, 2012	Water/Sewer Committee	8:30 a.m.
Tuesday, November 27, 2012	Works Committee	Following Water/Sewer Committee

**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**