

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING AGENDA OF COUNCIL  
NOVEMBER 5, 2018 @ 2:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE  
NUMBER**

**CALLING TO ORDER** - Mayor Lennox

**ADOPTION OF THE AGENDA**

**DISCLOSURE OF PECUNIARY INTEREST**

**O ' CANADA**

**RECESS TO MOVE INTO PUBLIC MEETING**

Committee of Adjustment – 1235757 Ontario Inc.

Public Meeting – Mapleton Pork Ltd.

Public Meeting – 1236757 Ontario Inc., remove 'H'

**RESUME REGULAR MEETING OF COUNCIL**

**PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

By-law Number 093-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Lot 26, Concession 2, geographic Township of West Garafraxa 7205 First Line - Mapleton Pork Ltd.) 001

By-law Number 094-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Park Lot 5 and Part Park Lot 6 S/S Domville, geographic Township of Arthur – 1236757 Ontario Inc.) 004

**ADOPTION OF MINUTES OF COUNCIL**

- Regular Council Meeting of October 9, 2018 007

**BUSINESS ARISING**

1. Councillor Yake, Notice of Motion October 9, 2018 Regular Council Meeting 018
  - Resolution regarding a municipal wide study on pedestrian safety as it pertains to crosswalks, signage, speed limits, traffic signals and sidewalks in order to identify problems areas and methods of mitigation
2. Brubacher Drain No. WL 19 Court of Revision

**ITEMS FOR CONSIDERATION**

1. MINUTES
  - a. Maitland Valley Conservation Authority General Membership Meeting #7/18, September 19, 2018 019
2. FINANCE
  - a. General Fund Financial Summary Report, Budget vs Year-to-Date Actual Ending September 30, 2018 025
  - b. Cheque Distribution Report, October 26, 2018 029
3. FIRE
  - a. Communiqué No. 059 – September, 2018 034

4. BUILDING	
a. Report CBO 2018-17 Building Permit Review Period Ending September 30, 2018	040
b. Report SPA 2018-04 Bender Construction (1138483 Ontario Ltd.) – 223 Industrial Drive, Mount Forest	043
5. ECONOMIC DEVELOPMENT	
a. Report EDO 2018-33 Child Care: EarlyON Child and Family Centres	051
b. Report EDO 2018-34 Community Improvement Program	054
c. Report EDO 2018-35 Saugeen Connects: Investor Tour	058
6. OPERATIONS	
a. Report OPS 2018-024 – Sanitary Allocations for Al Sharpe (310 Sligo Road West)	060
7. ADMINISTRATION	
a. Report RAC 2018-002 Blacksmith Shop – Property Donation	064
b. Report CAO 2018-012 – Wellington North Power – Council Member Board Appointments	067
c. Report CLK 2018-048 being a report on Council Meeting Schedule for 2019	071
8. COUNCIL	
a. Maitland Conservation	074
• Approved Cost Sharing Policy: MVCA Water and Erosion Control Infrastructure	

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

**ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**

**CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION**

**NOTICE OF MOTION**

**COMMUNITY GROUP MEETING PROGRAM REPORT**

**BY-LAWS**

a. By-law Number 089-18 being a by-law to authorize the execution of a Donation Agreement between Stephen James Lynes and The Corporation of the Township of Wellington North	076
b. By-law Number 090-18 being a by-law of The Corporation of the Township of Wellington North to constitute and appoint members to the Township of Wellington North Court of Revision for Drain 19 WL (Brubacher)	085
c. By-law Number 091-18 being a by-law to amend By-law 004-17 being a by-law to regulate and provide for the keeping, control and licensing of dogs within the Township of Wellington North	087
d. By-law Number 092-18 being a by-law to authorize the execution of a Site Plan Agreement Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R11985, Township of Wellington North, in the County of Wellington and the lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R9374, Township of Wellington North, in the County of Wellington (1138483 Ontario Ltd. – Bender)	088

**CULTURAL MOMENT**

Celebrating Remembrance Day & Canada's Most Patriotic Village and is "mostly" a reprint of our November 2012 Cultural Moment 095

**CONFIRMATORY BY-LAW NUMBER 095-18** 096

**ADJOURNMENT**

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
November 11, 2018	Remembrance Day	
November 12, 2018	Remembrance Day – Office Closed	
November 15, 2018	Cultural Roundtable	12:00 p.m.
November 18, 2018	Arthur Lions Christmas Craft Show – Arthur & Area Community Centre	9:00 a.m. to 2:30 p.m.
November 19, 2018	Regular Council Meeting	7:00 p.m.
November 24, 2018	Arthur Santa Claus Parade	7:00 p.m.
December 3, 2018	Inaugural Council Meeting	2:00 p.m.
December 7, 2018	Mount Forest Santa Claus Parade	7:00 p.m.
December 17, 2018	Regular Council Meeting	7:00 p.m.

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

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

**- Kitchener location – 1-855-656-3748**

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

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

**BY-LAW NUMBER 093-18**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01  
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF  
WELLINGTON NORTH (Part Lot 26, Concession 2, geographic  
Township of West Garafraxa 7205 First Line - Mapleton Pork Ltd.)**

**WHEREAS**, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Section 34 of The Planning Act, R.S.O. 1990, as amended

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

1. **THAT** Schedule 'A' Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part of Lot 26, Concession 2 (West Garafraxa) with a civic address of 7205 First Line, as shown on Schedule "A" attached to and forming part of this By-law from **Agricultural (A)** to **Agricultural Exception (A-2)**
2. **THAT** except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. **THAT** this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED**

**THIS 5TH DAY OF NOVEMBER, 2018.**

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**ANDREW LENNOX, MAYOR**

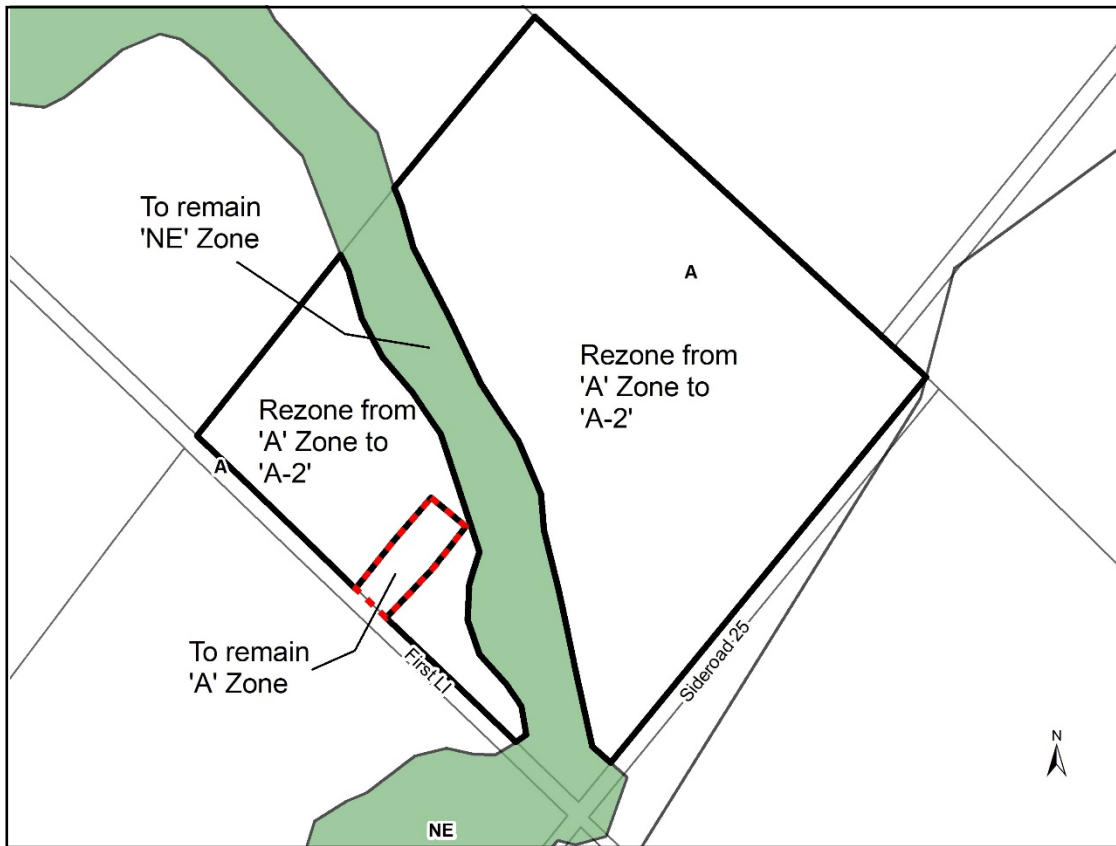
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**KARREN WALLACE, CLERK**

**THE TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 093-18**

**Schedule "A"**



This is Schedule "A" to By-law Number 093-18

**Passed this 5th day of November, 2018**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**EXPLANATORY NOTE****BY-LAW NUMBER 093-18****THE LOCATION OF THE SUBJECT LANDS**

The subject property is legally described as Part Lot 26, Concession 2 (West Garafraxa) with a civic address of 7205 First Line. The lands subject to the amendment are 38 ha (93.9 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands to restrict future residential development on the retained agricultural parcel. This rezoning is a condition of severance application B75/18, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 0.7 ha (1.73 ac) parcel with an existing dwelling and shed from the retained 37.5 ha (92.66 ac) vacant agricultural parcel under the surplus farm dwelling policies.

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

**BY-LAW NUMBER 094-18**

**BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH (as Part Park Lot 5 and Part Park Lot 6 S/S Domville, geographic Township of Arthur – 1236757 Ontario Inc.)**

**WHEREAS** the Council of the Corporation of the Township of Wellington North deems it desirable to amend said By-law Number 66-01, as amended.

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

1. **THAT** By-law Number 66-01, is hereby amended by changing the zoning on the map forming Schedule 'A-2' – Arthur, as it applies to Part of Park Lot 5 and 6 S/S Domville, as illustrated on Schedule 'A' attached to and forming part of this By-law, from **Industrial M1(H)** to **Industrial (M1)**.
2. **THAT** except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 66-01, as amended.
3. **THAT** this By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Wellington North, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

**READ A FIRST AND SECOND TIME THIS 5TH DAY OF NOVEMBER, 2018.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**READ A THIRD TIME AND PASSED THIS      DAY OF      , 201 .**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 094-18

Schedule "A"



Rezone from Industrial Holding M1(H) to Industrial M1

This is Schedule "A" to By-law Number 094-18

READ a First and Second time this 5th day of November, 2018.

\_\_\_\_\_  
ANDREW LENNOX, MAYOR

\_\_\_\_\_  
KARREN WALLACE, CLERK

READ a Third time and passed this            day of            , 201 .

\_\_\_\_\_  
ANDREW LENNOX, MAYOR

\_\_\_\_\_  
KARREN WALLACE, CLERK



**EXPLANATORY NOTE****BY-LAW NUMBER 094-18****LOCATION**

The property subject to the proposed amendment is legally described as Part Park Lot 5 and Part Park Lot 6 S/S Domville, geographic Township of Arthur. The subject property is approximately 1.86 ha (5.6 ac) in size.

**PURPOSE AND EFFECT**

The purpose of the amendment is to remove the holding symbol (H) on a portion of the subject lands to allow for the auto parts manufacturing plant to expand. The Holding Symbol has been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Industrial (M1) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF COUNCIL  
OCTOBER 9, 2018 @ 2:00 P.M.  
CLOSED SESSION @ 1:30 P.M.**

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

**Members Present:**

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

**Staff Present:**

**Director of Legislative Services/Clerk:** CAO: Michael Givens  
Karren Wallace  
**Deputy Clerk:** Catherine Conrad  
**Director of Finance:** Adam McNabb  
**Economic Development Officer:** Dale Small  
**Director of Operations:** Brent Lauber  
**Fire Prevention Officer:** Marco Guidotti  
**Drainage Superintendent:** Garth Noecker  
**Engineer:** Neal Morris

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

**Resolution 2018-361**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Agenda for the October 9, 2018 Regular Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest reported.

**CLOSED MEETING SESSION**

**Resolution 2018-362**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:30 p.m. that is closed to the public under subsections 239 (2) of the Municipal Act, 2001, specifically:*

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

**1. REPORTS**

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

**2. REVIEW OF CLOSED SESSION MINUTES**

- a. September 10, 2018*

**CARRIED**

**Resolution 2018-363**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:48 p.m.*

**CARRIED**

The Mayor recessed the meeting until 2:00 p.m.

**Resolution 2018-364**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive report TR-2018-013 Municipal Insurance;*

*AND FURTHER THAT Council approve the confidential direction to staff.*

**CARRIED**

**Resolution 2018-365**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive report EDO 2018-032 Purchase of Land – South Saugeen Developments Limited;*

*AND FURTHER THAT Council approve the confidential direction to staff.*

**CARRIED**

**Resolution 2018-366**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of September 10, 2018.*

**CARRIED**

## O' CANADA

### PRESENTATIONS

Charles Hamilton, Wellington County Fire Training Officer

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

Mr. Hamilton appeared before Council to review the Wellington County Fire Training Officer's Report. The report detailed the County Fire Department training activities, Fire Lesson Plan Library, changing Firefighter Certifications, 2018 Recruit Firefighter Class update, County Training Officers' website update, local training and development, future training ventures – MTO Driver Certification Program and Wellington County Training Officer Activities Log for major projects.

#### **Resolution 2018-367**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of Township of Wellington North receive for information the Wellington County Fire Training Officer's Report – January to September, 2018.*

**CARRIED**

### ADOPTION OF MINUTES OF COUNCIL

#### **Resolution 2018-68**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the minutes of the Public Meeting and the Council Meeting held on September 24, 2018 be adopted as circulated.*

**CARRIED**

### BUSINESS ARISING FROM MINUTES OF COUNCIL

### DEPUTATIONS

Tim Corcoran, Vice President

- Molok North America Ltd.

Mr. Corcoran appeared before Council to provide a history of Molok North America Ltd., information on their various products, services and partnerships

### IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

Items 1c, 2a, 5a

**ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION****Resolution 2018-369**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT all items listed under Items for Consideration on the October 9, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

1. *MINUTES*

a. *Maitland Valley Conservation Authority, Board Meeting #6/18 Minutes, June 20, 2018 be received.*

b. *Wellington North Cultural Roundtable, September 20, 2018 be received.*

3. *FINANCE*

a. *Cheque Distribution Report, October 2, 2018 be received.*

4. *OPERATIONS*

a. *Report OPS 2018-023 – being a report on the Winter Maintenance Program for the Township’s Connecting Link Highways*

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2018-023 being a report on the winter maintenance program for the Township’s connecting link highways;*

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

b. *Report OPS 2018-022 – being a report on the 2018 Procurement of a Tractor Blower*

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2018-022 being a report on the 2018 procurement of a tractor and blower;*

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

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

5. *ADMINISTRATION*

b. *Report CLK 2018-043 being a report on a Temporary Road Closure Policy*

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

*AND FURTHER THAT Council hereby approves Temporary Road Closure Policy.*

c. *Report CLK 2018-044 being a report on Consent Application B99-18 (Bye)*

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

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

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

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

*d. Report CLK 2018-045 being a report on Consent Application B100-18 (Bye)*

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

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

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;*
- *THAT a Parkland dedication fee be paid (\$1,000 in 2018)*
- *THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;*

- *THAT the applicant provides, to the satisfaction of the local Municipality, an MOEE acknowledged Record of Site Condition for the severed parcels which provides:*

- *Evidence that the site is not contaminated and no remediation is required;*
- *or that the required site remediation has taken place.*

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

- e. *Report CLK 2018-046 being a report on sale of land 100 South Water Street THAT the Council of the Corporation of the Township of Wellington North receive report CLK 2018-046 being a report on a sale of land known as 100 South Water Street;*

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

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

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

- f. *Report CLK 2018-047 being a report on Ontario Wildlife Damage Compensation Program Delegation of Authority*

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

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

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

## 6. COUNCIL

- a. *Audrey Kerr, 336 Sligo Rd. W., Mount Forest*

- *Speed Limit on Sligo Road West, Mount Forest be received*

- b. *The Royal Canadian Legion BR. 134, Mount Forest*

- *Request for permission to distribute poppies and proclaim November 11, 2018 as Remembrance Day*

*THAT the Council of the Corporation of the Township of Wellington North declare November 11, 2018 as Remembrance Day and grant permission to the Royal Canadian Legions, Arthur and Mount Forest for the distribution of poppies within Wellington North.*

c. *Guelph Wellington Crime Stoppers newsletter – The Informant, Fall 2018 be received.*

**CARRIED**

### **CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**

#### **Resolution 2018-370**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatic Ad-Hoc Advisory Committee meeting held on September 19, 2018.*

**CARRIED**

The minutes of the September 19, 2018 Mount Forest Aquatic Ad-Hoc Advisory Committee meeting are to be amended to show that Jamie Lopes, Aquatic Design & Engineering was not in attendance.

#### **Resolution 2018-371**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of The Corporation of the Township of Wellington North approve the installation of a future Mount Forest Splashpad at the south side of the pavilion located at the Bill Moody Park fronting onto Newfoundland Street.*

**CARRIED**

#### **Resolution 2018-372**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Lucas Subdivision (Draft Plan 23T-79087) in the community of Mount Forest:*

- 1. Preliminary Acceptance for Stage 3 of Phase 1 (Lots 8 to 20),*
- 2. Preliminary Acceptance for Stage 1, Stage 2 and Stage 3 of Phase 2 (Lots 1 to 7 and Lots 21 to 31),*
- 3. A reduction in the Phase 1 securities to the amount of \$169,920.69, and*
- 4. A reduction in the Phase 2 securities to the amount of \$120,000.00.*

**CARRIED**

#### **Resolution 2018-373**

Moved: Councillor Burke

Seconded: Councillor McCabe

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



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

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

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

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

*Councillor McCabe*

*Councillor Hern and*

*Councillor Burke*

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

**CARRIED**

Neal Morris, Engineer, explained that this meeting serves as the Public Meeting for the proposed drainage works for the West Luther Drain 19 Brubacher Drain. The work will enclose approximately 750m of the ditch and clean the existing open ditch. Approval has been given from the Department of Oceans and Fisheries. The total cost of the project is \$177,000 with approximately \$26,000 assessed to the municipality. The balance will be assessed to impacted property owners in the watershed.

Bruce Atkinson, 8117 Line 10, expressed concern regarding the widening of the D Drain. There has never been water over the D Drain like there has further downstream. He is concerned that this will reduce the amount of farmland that can be used. He had no objection to the rest of the proposed works. Mr. Morris explained that the work on D Drain will provide fill for the upstream ditch. The Department of Oceans and Fisheries and the Grand River Conservation Authority required the work on D Drain to mitigate fish habitat within the project. The work will reduce some of the peak flow and provide a small amount of retention for flooding.

Wayne Hendry, 8116 Line 10, asked how it is determined which way the water runs. He stated that the flooding problem was down the road and questioned if this work will be needed yearly. Mr. Morris explained that water flow is determined from historic watershed information. Mr. Hendry's property could be moved to another watershed but he would be responsible for cost on the other drain. Most of the work is being done on the Brubacher property and a bit across the road. This assessment is a one time fee for the proposed work; however, there would be fees if future work is required.

Clarence Pronk, 8172 Line 10, questioned if future consideration will be given for tile drainage. Mr. Morris confirmed that consideration has give for future tile drainage needs.

Mayor Lennox asked if there was anyone who wished to add or withdraw their name from the petition. No one added or withdrew their name.

### **NOTICE OF MOTION**

Councillor Yake requested that a resolution be brought to the November 5, 2018 regular Council meeting requesting that staff be authorized to undertake a municipal wide study on pedestrian safety as it pertains to crosswalks, signage, speed limits, traffic signals and sidewalks in order to identify problem areas and methods of mitigation.

### **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Yake commented that Culture Day at the Lynes Blacksmith Shop was a great success with a lot of interest and many donations were made.

### **BY-LAWS**

#### **Resolution 2018-374**

Moved: Councillor Burke

Seconded: Councillor McCabe

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

**CARRIED**

#### **Resolution 2018-375**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 086-18 being a by-law to establish a Delegation of Powers and Duties by Municipal Staff in the Township of Wellington North for the purpose of making payments under the Ontario Wildlife Damage Compensation Program be read a First, Second and Third time and enacted.*

**CARRIED**

#### **Resolution 2018-376**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 087-18 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service*

*Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) and The Corporation of the Township of Wellington North be read a First, Second and Third time and enacted.*

**CARRIED**

**CULTURAL MOMENT**

**Celebrating the Hamlet of Conn from the past to the future....**

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

Conn was not always known by this name. The first settlers were named Evans and called the settlement Evansville. Joseph Evans owned and operated the first hotel. The village then became Bell's Corners, named after Alex Bell who had the hotel across the street. When establishing a Post Office in 1872, they couldn't use the name 'Bell's Corners', as there was another one with the same name. So, they used the name 'Conn' after the first Postmaster, Robert Conn, who also had the general store. This post office was in operation until 1992.

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

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

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

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

**CONFIRMATORY BY-LAW****Resolution 2018-377**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 088-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on October 9, 2018 be read a First, Second and Third time and enacted.*

**CARRIED****ADJOURNMENT****Resolution 2018-378**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Regular Council meeting of October 9, 2018 be adjourned at 3:17 p.m.*

**CARRIED**

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**CLERK**

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**MAYOR**

**TOWNSHIP OF WELLINGTON NORTH**  
**Regular Meeting of Council**

MOVED BY: \_\_\_\_\_ DATE: November 5, 2018

SECONDED BY: \_\_\_\_\_ RES. NO.: 2018-

**THAT the Council of the Corporation of the Township of Wellington North authorize staff to undertake a municipal wide study on pedestrian safety as it pertains to crosswalks, signage, speed limits, traffic signals and sidewalks in order to identify problem areas and methods of mitigation.**

MAYOR \_\_\_\_\_

CARRIED

DEFEATED

DEFERRED

<b>Recorded vote requested by:</b>		
<b>Member of Council</b>	<b>Yea</b>	<b>Nay</b>
Mayor Andrew Lennox		
Councillor Sherry Burke		
Councillor Lisa Hern		
Councillor Steve McCabe		
Councillor Dan Yake		
<b>Totals</b>		

**DECLARATION OF INTEREST**

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## General Membership Meeting #7/18

September 19, 2018

- MEMBER's PRESENT:** Jim Campbell, David Turton, Deb Shewfelt, Art Versteeg, Alison Lobb, Wilf Gamble, Roger Watt, Matt Duncan, Paul Gowing
- ABSENT WITH REGRETS:** David Blaney
- ABSENT:** Bob Burtenshaw
- STAFF PRESENT:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Geoff King, Stewardship Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator

### 1. Call to Order

Chair Jim Campbell called the meeting to order at 7:00 pm and reviewed the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes of the Board of Directors Meeting #6/18 held on June 20, 2018 have been circulated for information and approval. The Board agreed with the minutes and the following motion was made.

#### Motion FA #48/18

Moved by: Alison Lobb

Seconded by: Dave Turton

**THAT** the minutes from Board of Directors meeting #6/18 held on June 20, 2018 be approved.

(carried)



#### **4. Presentation**

020

- a) 2018 Work Plan Summer Highlights Presentation: Jayne Thompson, Communications/IT/GIS Coordinator:

Jayne Thompson, Communications/IT/GIS Coordinator presented highlights of the progress that has been made over the summer in each service area on MVCA's 2018 work plan.

#### **5. Business Out of the Minutes**

- a) In Camera Session: Property Matter

This item was deferred to the end of the meeting prior to item 9.

- b) Administrative Bylaw: Review of Comments from Solicitor: Report #45/18

- i) Draft Gift Acceptance Policy
- ii) Draft Accumulated Surplus Policy

The board reviewed the recommendations from solicitor Darrell Hawreliak with respect to the draft Administrative Bylaw and the revisions that were made to the Bylaw based upon his comments. The Board agreed with the proposed revisions and the following motion was passed.

The Board also reviewed the draft Gift Acceptance Policy and Use of Accumulated Surplus Policy to be added as best practice policies in the Administrative Bylaw. Therefore the Board decided to approve the following motions.

#### **Motion FA #49/18**

**Moved by: Alison Lobb**

**Seconded by: Deb Shewfelt**

**THAT** the revised Administrative Bylaw be given third reading and be approved by the Board.

**(carried)**

#### **Motion FA #50/18**

**Moved by: Paul Gowing**

**Seconded by: Roger Watt**

**THAT** the gift acceptance policy be revised as outlined; **AND THAT** the gift acceptance and accumulated surplus policies be adopted and incorporated into the best practices section of MVCA's Administrative Bylaw.

**(carried)**

- c) Review of Municipal Responses to Proposed Cost Sharing Policy: Water and Erosion Control Infrastructure: Report #46/18.

Phil Beard, General Manager/Secretary-Treasurer advised the Board that since the report was written, responses have been received from three additional member municipalities. They are the Municipality

of North Perth, the Township of Morris-Turnberry and the Township of North Huron. A total of 21 municipalities have provided comments on the draft cost sharing policy. There are five municipalities that have not responded.

Staff were directed to reach out to the municipalities that haven't responded in an effort to obtain their opinions and comments on the draft WECI policy.

The following motion was approved.

**Motion FA #51/18**

**Moved by: Alison Lobb**

**Seconded by: Deb Shewfelt**

**THAT** staff summarize the municipal feedback and list all of the structures that will fall within the terms of the WECI policy and report back to the Board at the October 17<sup>th</sup> meeting.

**(carried)**

**6. Business Requiring Direction/Decision**

- a) Wingham Special Policy Area Development: Report: Report #47/18

Phil Beard, General Manager/Secretary-Treasurer presented this report on behalf of Steve Jackson, Flood/Erosion Services Coordinator who is away at the Flood Forecast Conference. The report provides background on the Wingham Special Policy Area that was approved by the Provincial Government in 1995. Staff reviewed the conditions under which development is permitted to build in Section 2 of the Special Policy Area.

**Motion FA #52/18**

**Moved by: Dave Turton**

**Seconded by: Paul Gowing**

**THAT** Report #47/18 be accepted as presented.

**(carried)**

- b) National Disaster Mitigation & Adaptation Fund: Report #48/18

The Chair, Vice Chairs and GM/ST met with Perth Wellington MP John Nater for MVCA to discuss how the National Disaster Mitigation and Adaptation Fund could be improved so that it would be of benefit to rural municipalities who are interested in developing flood/erosion damage reduction projects. MVCA presented a number of improvements that need to be made to the program. Mr. Nater identified a number of follow up actions that MVCA could undertake to suggest these improvements to the Federal Government.



**Moved by: Matt Duncan**

**Seconded by: Dave Turton**

**THAT** the Chair take this issue to Conservation Ontario Council and request that it be included in the agenda business for the association to lobby on behalf of all authorities; **AND THAT** staff prepare a letter to the Federal Minister outlining MVCA's recommendations on improving the DMAF.

(carried)

**7. Reports**

a) Chair's Report

There were no reports from the Chair

b) Member's Reports

Deb Shewfelt reported that he and Phil were invited to make a presentation at a climate change workshop organized by Bruce Power. Bruce Power will be using the input received to develop a climate change strategy.

**8. Consent Agenda**

The following items were circulated to the Board for their information.

- a) Revenue/Expenditure Report – June/July/August Report #49/18
- b) Agreements Signed: Report #50/18
- c) 2018 Budget/Work Plan Progress Report: Report #51/18
- d) Correspondence for Member's Information

The following motion was made.

**Motion FA #54/18**

**Moved by: Roger Watt**

**Seconded by: Wilf Gamble**

**THAT** reports #49/18 through #51/18 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

**In Camera Session:** from item 5.a)

All attendees except the Members, the GM/ST, the Conservation Areas Coordinator and the Administrative/Financial Services Coordinator were excused from the meeting at this time.

**Moved by: Deb Shewfelt**

**Seconded by: Alison Lobb**

**THAT** the Members move in camera to review a property matter.

(carried)

The following motion was made at the in camera session.

**Motion FA #56/18**

**Moved by: Matt Duncan**

**Seconded by: Alison Lobb**

**THAT** the Member's resume regular session.

(carried)

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

These motions followed.

**Motion FA #57/18**

**Moved by: Deb Shewfelt**

**Seconded by: Wilf Gamble**

**THAT** the MVCA advise the municipalities of North Perth and Perth East that MVCA is open to leasing the Galbraith Conservation Area under similar terms as with the Galbraith Optimists.

(carried)

- 9. **Review of Meeting Objectives/Follow-up Actions/Next meeting: October 17, 2018 at the Admin. Centre in Wroxeter.**

Chair Jim Campbell reviewed the meeting objectives and declared that they have been achieved.

- 10. **Adjournment**


The meeting adjourned at 8:05pm with this motion.


**Motion FA #58/18**

**Moved by: Alison Lobb**

**Seconded by: Paul Gowing**

**THAT** the Board meeting be adjourned.

  
 Jim Campbell  
 Chair

 (carried)  
 Danielle Livingston  
 Administrative/Financial  
 Services Coordinator

**Township of Wellington North**  
**General Fund Financial Summary Report**  
**Budget vs Year-to-Date Actual Ending September 30, 2018**

	2018 Actuals YTD	2018 Budget 75%	Actual vs Budget YTD (over)/under	Variance %	2017 Actuals YTD	2018 vs 2017 YTD Variance
<b>REVENUE</b>						
Net Taxation (75%)	(5,610,045)	(5,629,297)	19,252	-0.3%	(5,505,312)	(104,733) [2]
Fees and Service Charges	(4,067,260)	(4,009,373)	(57,888)	1.4%	(3,909,697)	(157,563) [3]
Grants and Subsidies	(1,145,436)	(1,134,799)	(10,637)	0.9%	(1,172,565)	27,129 [4]
Trsf from Reserves & Res Funds (75%)	(967,424)	(973,462)	6,038	-0.6%	(361,409)	(606,015) [5]
Other Income			-			-
Penalties and Interest on Taxation	(125,451)	(153,750)	28,299	-18.4%	(142,115)	16,664 [6]
Miscellaneous	(68,715)	(85,013)	16,298	-19.2%	(67,027)	(1,688) [7]
Investment Income	(258,580)	(134,250)	(124,330)	92.6%	(149,827)	(108,753) [8]
Rents, Concessions and Franchises	(494,235)	(556,454)	62,219	-11.2%	(494,121)	(114) [9]
Donations	(16,514)	(7,950)	(8,564)	107.7%	(20,466)	3,952 [10]
	<u>(12,753,660)</u>	<u>(12,684,346)</u>	<u>(69,314)</u>	<u>0.5%</u>	<u>(11,822,539)</u>	<u>(931,121)</u>
<b>EXPENSES</b>						
Council	83,401	99,097	15,696	15.8%	84,699	1,298 [11]
Administration	897,082	988,265	91,184	9.2%	895,158	(1,924) [12]
Property	83,794	113,126	29,332	25.9%	69,732	(14,062) [13]
Fire Services	492,966	577,959	84,993	14.7%	476,800	(16,166) [14]
Policing & Crossing Guard Services	33,944	36,950	3,006	8.1%	31,490	(2,454) [15]
Conservation Authority	150,572	112,929	(37,643)	-33.3%	149,152	(1,420) [16]
Protective Inspections & Control	219,399	200,963	(18,437)	-9.2%	198,964	(20,435) [17]
Animal Control	20,578	23,978	3,400	14.2%	44,057	23,479 [18]
Property Standards	13,449	38,731	25,282	65.3%	1,060	(12,389) [19]
Roadways	1,808,591	2,131,414	322,823	15.1%	1,722,392	(86,199) [20]
Street Lighting	111,778	132,765	20,987	15.8%	114,170	2,392 [21]
Rural Water	3,984	5,545	1,561	28.1%	3,090	(894) [22]
Cemetery	28,530	40,482	11,952	29.5%	28,765	235 [23]
Recreation	2,199,934	2,106,717	(93,217)	-4.4%	1,655,172	(544,762) [24]
Planning	30,624	25,512	(5,112)	-20.0%	13,203	(17,421) [25]
Economic Development	183,164	154,763	(28,402)	-18.4%	159,227	(23,937) [26]
WNP Holding	-	39,825	39,825		-	-
Municipal Drains	58,710	65,625	6,915	10.5%	25,964	(32,746) [28]
Sanitary Sewers	1,127,757	1,267,400	139,643	11.0%	1,163,453	35,696 [29]
Water Works	702,669	962,107	259,438	27.0%	718,843	16,174 [30]
Transfers to Reserves/Res Funds (75%)	628,257	628,257	-	0.0%	311,780	(316,477)
Transfers to capital fund (75%)	2,931,938	2,931,938	-	0.0%	3,044,955	113,017
	<u>11,811,121</u>	<u>12,684,346</u>	<u>873,225</u>	<u>6.9%</u>	<u>10,912,127</u>	<u>(898,995)</u>
<b>SURPLUS/(DEFICIT)</b>	<u>942,539</u>	<u>(0)</u>				

## Township of Wellington North

### General Fund Financial Summary

Budget vs Year to Date – Ending September 30, 2018

1. The financial statement for the Township of Wellington North's operating activities were prepared on a cash basis. The only significant adjustments made to financial summary were to accrue revenue for water and sewer user fees to correspond with expenses incurred, the proration of transfers of reserves / reserve funds, and tax levies being reported on an accrual basis.

#### **REVENUES**

2. Net Taxation: Approximating budget.
3. Fees and Service Charges: User fees and service charges include manual accrual adjustment for Sewer and Water revenue in both 2017 and 2018, due to significance of amount. To date, Building Permits, and Water and Wastewater connection Fees are exceeding budget.
4. Grants and Subsidies: Approximating budget.
5. Transfers from Reserves and Reserve Funds: Year over year increase is to help fund existing growth related long-term debt obligations, and in-year capital projects.
6. Penalties and Interest on Taxation: Revenue on past due accounts are down in 2018 (and trailing budget) due to reduction in outstanding receivables.
7. Miscellaneous: revenues are currently trailing budget, but are up year over year – Misc. revenues are effectively trailing budget across the board.
8. Investment Income: Steady increases in interest rates, and higher than anticipated balances are driving favourable variance here.
9. Rents, Concessions and Franchises: Variance of budget to YTD is due to seasonal fluctuations in recreation activities.
10. Donations: Variance largely driven by 'West Luther Trails' donation.

#### **EXPENSES**

No manual accrual adjustments were made for operating expenses incurred to September 30th. Insurance premiums are recorded at 100% of annual costs (\$179K - Pretax) and were not adjusted for prepayment.

11. Council: In-year expenses are currently behind budget, and in-line with prior year actual.
12. Administration: Actuals are currently under budget – this variance is largely driven by election costs yet to be incurred, and legal and consulting fees down considerably year over year.
13. Property: Variance largely driven by timing of expenses associated with the Blacksmith shop, and seasonality of maintenance expenses.

14. Fire Services: Actuals trailing budget, but greater than prior year. Largest variances driven by timing of wage payments.
15. Policing and Crossing Guard Services: Actuals approximating budget – no significant variance items.
16. Conservation Authority: Variance (over budget) due to prepayment of expenses. It is expected that actual will fall in line with budget as the year progresses.
17. Protective Inspections & Control: Variance currently driven by Employee & Group benefit premium costs.
18. Animal control: Canine Control Contract running slightly behind budgeted costs – suspect timing of invoice receipt is the largest driver.
19. Property Standards: Expenses trailing budget – PT By-Law officer had been on-boarded later than anticipated – which should drive in-year favourable variance for this line item.
20. Roads: Most of variance due to seasonal fluctuations; currently under budget and slightly above prior year.
21. Street Lighting: Annual savings will be realized as result of decrease in hydro costs.
22. Rural Water: No major variances to report.
23. Cemetery: Actuals trailing budget – largest contributor is property expenses – it is anticipated that tree canopy, survey, and signage costs yet to be incurred will bring actuals in line with expectations as the year progresses.
24. Recreation: In-year actuals exceeding budget – largest driver here is the timing of the debenture payment relative to the MF Community Centre. Year over year variance is largely attributable to the in-year bullet payment.
25. Planning: Actuals exceeding budget – largest contributor to variance is higher than anticipated consulting / engineering expenses.
26. Economic Development: Budget to actual variance largely driven by community improvement grant payments, and are offset by favourable variance in revenues (Grants & subsidies).
27. WNP Holding – Holding Co. not yet established – expenditures will be contingent upon timing of establishment of holding company.
28. Municipal Drains: In-year variance largely driven by timing of receipt of superintendent costs. Year over year variance associated with timing of expenses associated with works.
29. Sanitary Sewers: Utilities and Maintenance, consulting, and I&I expenditures are largest contributors to variance.
30. Water Works: Overall, expenditures are down year-over-year and budget to actual, notably in the areas of source water protection, well maintenance, materials / supplies, and consulting / engineering.

**Township of Wellington North  
2018 Reserves and Reserve Funds**

**028**

**30-Sep-18**

Reserves	Balance				Subtotal	Interfund Loans	Unbooked Additions	Unbooked Commitments (Estimated)	Balance
	31-Dec-17	Interest	Additions	Reductions					30-Sep-18
<b><u>Taxation Reserves</u></b>									
Working Capital	780,587	-	-	(142,628)	637,959	-	-	(21,642)	616,317
Election	20,000	-	20,000	(20,000)	20,000	-	-	-	20,000
Property/Equipment Maintenance	34,695	-	16,000	(23,000)	27,695	-	-	-	27,695
Legal Costs	39,328	-	-	-	39,328	-	-	-	39,328
Southgate Fire Capital Contribution	-	-	-	-	-	-	-	-	-
Reserve for Equipment - Roads	98,574	-	50,000	(76,551)	72,023	-	-	(71,303)	720
Reserve for Equipment - Fire	113,384	-	153,000	-	266,384	-	-	-	266,384
Reserve for Equipment - Rec	274,960	-	200,000	(50,000)	424,960	-	-	(23,395)	401,565
Wellington North Fire	22,000	-	-	-	22,000	-	-	-	22,000
CBO PI&C Reserve	193,503	-	42,550	(35,000)	201,053	-	-	-	201,053
Severance Conditions/Road Upgrades	55,018	-	-	-	55,018	-	-	-	55,018
Gravel Pit Rehab	180,131	-	-	-	180,131	-	-	-	180,131
Roads-Infrastructure	857,477	-	29,482	(405,000)	481,959	-	-	(3,523)	478,436
Wellington North Cemeteries	19,189	-	-	(5,000)	14,189	-	-	-	14,189
Cemetery Bequests (Estate of Lillie Calder)	6,000	-	-	-	6,000	-	-	-	6,000
Mount Forest Recreation	9,647	-	-	-	9,647	-	-	-	9,647
Planning Reserve	86,711	-	2,434	-	89,145	-	-	-	89,145
Farrell Lane Townhouses	5,667	-	-	-	5,667	-	-	-	5,667
Community Improv. Program	5,675	-	-	-	5,675	-	-	-	5,675
	<b>2,802,546</b>	-	<b>513,466</b>	<b>(757,179)</b>	<b>2,558,833</b>	-	-	<b>(119,863)</b>	<b>2,438,970</b>
<b><u>Taxation Reserve Funds</u></b>									
Wellington North Impost Fees	6,458	-	-	-	6,458	-	-	-	6,458
Wellington North Gravel Pit Rehab	221,014	-	-	-	221,014	-	-	-	221,014
Natural Resources Gravel Pit Rehab	12,285	-	-	-	12,285	-	-	-	12,285
Arthur Twp Gravel Rehab	1,574	-	-	-	1,574	-	-	-	1,574
Cemetery Perpetual Care Res. Fund	20,376	-	-	-	20,376	-	-	-	20,376
Administration Facility Res. Fund	296,075	-	-	(252,782)	43,292	-	-	-	43,292
Arthur Works Yard Res. Fund	504,744	-	-	(504,744)	-	-	-	-	-
Industrial Commercial Property Res. Fund	1,633,263	-	249,500	(5,088)	1,877,675	-	-	-	1,877,675
Wellington North Fire Res. Fund	161,029	-	-	-	161,029	-	-	-	161,029
Wellington North Power Debt Repayment	530,356	-	46,462	(49,100)	527,719	-	-	-	527,719
Streetlight Reserve Fund	11,996	-	5,000	-	16,996	-	-	-	16,996
Recreation Pool Facility Res. Fund	32,801	-	-	(24,000)	8,801	-	-	-	8,801
Recreation Facility Reserve Fund	65,395	-	-	(62,300)	3,095	-	-	-	3,095
Arthur Archives Addition Res. Fund	15,560	-	-	-	15,560	-	-	-	15,560
	<b>3,512,927</b>	-	<b>300,962</b>	<b>(898,015)</b>	<b>2,915,875</b>	-	-	-	<b>2,915,875</b>
<b>Total Taxation Reserves &amp; Reserve Funds</b>	<b>6,315,473</b>	-	<b>814,428</b>	<b>(1,655,193)</b>	<b>5,474,708</b>	-	-	<b>(119,863)</b>	<b>5,354,845</b>
<b><u>User Fee Reserves</u></b>									
Arthur Sewage	74,917	-	-	-	74,917	-	-	-	74,917
London Rd Sewer System Ext (Durwin Lantz)	9,965	-	-	-	9,965	-	-	-	9,965
San Sew-Lifecycle Reserve	5,301,301	-	-	-	5,301,301	-	-	-	5,301,301
Arthur Water	336,270	-	-	-	336,270	-	-	-	336,270
Reserve for Equipment - Water & Sewer	5,512	-	-	-	5,512	-	-	-	5,512
Water Meter Maintenance	93,435	-	-	-	93,435	-	-	-	93,435
Wellington North Water	1,885,820	-	226,100	-	2,111,920	-	-	-	2,111,920
	<b>7,707,221</b>	-	<b>226,100</b>	-	<b>7,933,321</b>	-	-	-	<b>7,933,321</b>
<b><u>User Fee Reserve Funds</u></b>									
Sanitary Sewer Reserve Fund	946,379	-	-	(203,199)	743,180	-	-	-	743,180
Waterworks Reserve Fund	1,474,149	-	93,110	-	1,567,259	-	-	-	1,567,259
	<b>2,420,528</b>	-	<b>93,110</b>	<b>(203,199)</b>	<b>2,310,439</b>	-	-	-	<b>2,310,439</b>
<b>Total User Fee Reserves &amp; Reserve Funds</b>	<b>10,127,749</b>	-	<b>319,210</b>	<b>(203,199)</b>	<b>10,243,760</b>	-	-	-	<b>10,243,760</b>
<b><u>Development Charges</u></b>									
Wellington North Sewer D.C.s	1,702,262	-	-	(37,500)	1,664,762	-	-	-	1,664,762
Wellington North Water D.C.s	441,687	-	-	(127,000)	314,687	-	-	-	314,687
Wellington North Roads D.C.s	618,681	-	-	(377,500)	241,181	-	-	-	241,181
Wellington North Fire D.C.s	142,425	-	-	-	142,425	-	-	-	142,425
Wellington North Outdoor Rec D.C.s	106,223	-	-	-	106,223	-	-	(27,000)	79,223
Wellington North Indoor Rec D.C.s	216,296	-	-	(216,296)	0	-	-	-	0
Wellington North Admin D.C.s	837	-	-	(20,700)	(19,863)	-	-	-	(19,863)
WN Water/Waste Water Vehicle	13,537	-	-	-	13,537	-	-	-	13,537
	<b>3,241,948</b>	-	-	<b>(778,996)</b>	<b>2,462,953</b>	-	-	<b>(27,000)</b>	<b>2,435,953</b>
<b><u>Other Obligatory Reserve Funds</u></b>									
Parkland: Cash-in-Lieu	187,016	-	-	-	187,016	-	-	-	187,016
Federal Gas Tax	808,541	-	182,777	(502,000)	489,318	-	-	-	489,318
Ontario - Main St. Revitalization	-	-	48,185	-	48,185	-	-	-	48,185
	<b>995,557</b>	-	<b>230,962.00</b>	<b>(502,000)</b>	<b>724,519</b>	-	-	-	<b>724,519</b>
<b>Total Reserves &amp; Reserve Funds</b>	<b>20,680,727</b>	-	<b>1,364,600</b>	<b>(3,139,388)</b>	<b>18,905,939</b>	-	-	<b>(146,863)</b>	<b>18,759,076</b>



# Communiqué



From the desk of:

September, 2018 # 059

## **Fire Chief.**

1. **IMPORTANT Training NOTICE!!!** Please be advised NFPA Training and Certification scheduled for November 3<sup>rd</sup>, 2018 is **MANDATORY**. If your name is on the list posted in each station, you **SHALL** attend. Thank you.
2. REMINDER to review all Directives. Your safety and the safety of your fellow firefighter is paramount!
3. **Portable Radios.** Each firefighter has been assigned a portable radio. We are working on a numbering system for your portable, pager and helmet. This is a very important piece of your safety equipment which you are responsible to maintain. If you have any issues or concerns with the operation of your portable, please contact Deputy Chief Guidotti.
4. Pumper #121 is having fuel issues and our mechanic continues to try and solve the issue. Unfortunately it is an antiquated system and only produced for a few years. These pumpers will NOT be purchased in the future. They weren't reliable when new, and they are not reliable now. This is very disappointing to say the least!!
5. We continue to test the **NEW** First Responder APP **SINIRJI**. Sinirji should be downloaded to your Smart phone by now. If not, please advise. The APP is faster than Iam Responding and certainly faster than your pager! It also provides more detailed info pertaining to the call. We will **NOT** be renewing our contract with the **USA** based company Iam Responding. More to follow.
7. NEW pumper #121 has been inspected and is ready for delivery. We anticipate its arrival the week of October 15<sup>th</sup>.
8. Deputy Chief Guidotti will be emailing everyone the website for the Pump Panel Simulator. You will be able to download the simulator for either the Arthur Pumpers or the new #121. It is a great educational tool and is very interactive. Deputy Chief Guidotti will be providing the training on the new #121. More to follow.

***“It is only those who never do anything who never make mistakes”***

***Favre***



# Communiqué



## FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to September 30 for the years 2017 and 2018				
	2017		2018	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except Federal and First Nations properties) from January 1 to September 30.	51	58	62	71
Fatal fires on Federal or First Nations properties from January 1 to September 30	2	2	0	0
Total	53	60	62	71

Respectfully;

Fire Chief





# Communiqué



## September Fire Report 2018

### **ARTHUR STATION:**

The Arthur Station responded to 16 calls for assistance during the month.

### **Practice/ Meetings:**

Sept 4, 2018 (16) members were present  
Sept 18, 2018 (17) members were present  
Sept 19, 2018 (15) members were present

### **MOUNT FOREST STATION:**

The Mount Forest Station responded to 13 calls for assistance during the month.

### **Practice/ Meetings:**

Sept 4, 2018 (17) members were present  
Sept 18, 2018 (15) members were present  
Sept 25, 2018 (19) members were present

Respectfully submitted by  
Bill Hieber



# Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	5	Town (2)	3	Town (2)
		Township (3)		
				Southgate(1)
Mutual aid	2	Centre Wellington (2)		
Structure Fire	3	Town (1)	2	Township (2)
		Township (2)		
Vehicle Fire	1	Township (1)		
Motor Vehicle Collision	1	Township (1)	4	Town (1)
				Township (3)
Fire Alarm	3	Town (2)	3	Town (2)
		Township (1)		West Grey (1)
CO/Smoke	1	Town (1)	1	Town (1)



# Communiqué



## Fire Prevention/Public Education

### **FIRE SAFETY PRESENTATIONS**

Early ON Child M.F.  
Musashi Wellness Fair  
440 Durham St. Seniors M.F.  
460 Durham St. Seniors M.F.

### **FIRE SAFETY INSPECTIONS**

485 King St. E. M.F. follow up  
9135 HWY 6 Kenilworth follow up  
Sabrina Homes A.V.  
Arthur Fall Fair  
340 Queen St. W. M.F.

### **FIRE INVESTIGATIONS**

8747 Concession 11

### **FIRE SAFETY COMPLAINT INSPECTIONS**

8942 Wellington Road 16  
8892 HWY 6  
226 Main St. S. Unit 2

### **FIRE SAFETY PLAN REVIEWS**

485 King St. E. M.F.  
315 Tucker St. A.V.  
160 Georgina St. A.V.  
8015 HWY 89  
196 Birmingham St. E. M.F.

### **VULNERABLE OCCUPANCY FIRE DRILLS**

215 Eliza St A.V.

### **BURN PERMIT SITE INSPECTIONS**

7889 Sideroad 7 E.

### **BURN COMPLAINTS**

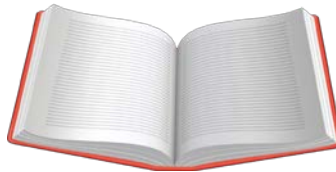


# Communiqué



**“TEST YOURS *TODAY*”**

**“*SAVING LIVES THROUGH EDUCATION*”**



**Please have all monthly reports submitted by the 5<sup>th</sup> of each month to:**

Next Communiqué will be November 2018



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

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF NOVEMBER 5, 2018**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-17 BUILDING PERMIT REVIEW  
PERIOD ENDING SEPTEMBER 30, 2018**

**RECOMMENDATION**

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-17 being the Building Permit Review for the period ending September 30, 2018.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

1. CBO 2018-15 Building Permit Review Period Ending August 31, 2018

**BACKGROUND**

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	3	1,300,000.00	8,516.84	8,862.00
Multi Family Dwelling	2	590,000.00	4,352.17	0.00
Additions / Renovations	2	160,000.00	1,343.59	0.00
Garages / Sheds	1	200,000.00	792.00	0.00
Pool Enclosures / Decks	1	20,000.00	218.96	0.00
Commercial	4	239,000.00	3,603.24	0.00
Assembly	1	1,400.00	127.00	0.00
Industrial	1	1,800,000.00	13,045.80	26,534.60

Institutional	0	0.00	0.00	0.00
Agricultural	5	1,267,000.00	7,039.84	0.00
Sewage System	4	62,000.00	2,036.00	0.00
Demolition	1	5,000.00	127.00	0.00

Total September 2018	25	5,644,400.00	41,202.44	35,396.60
Total Year to Date	214	35,332,350.00	300,185.70	533,118.45

12 Month Average	21	3,318,264.17	28,841.04	67,259.58
10 Year Monthly Average	20	1,574,345.00	18,211.10	18,239.64
10 Year, Year to Date Average	184	18,980,322.70	190,095.58	335,080.70

### FINANCIAL CONSIDERATIONS

None.

### STRATEGIC PLAN

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

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

**PREPARED BY:**

**RECOMMENDED BY:**



*Mike Givens*

**DARREN JONES  
CHIEF BUILDING OFFICIAL**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**

**Building activity is at an all time high in our community and based on current development applications, building activity can be expected to increase!**



**Our Community Growth Plan sets the following clear and positive goals: to direct and focus development, plan for and promote orderly, compact development and to have growth pay for itself. Staff are working with this in mind.**

**CONSTRUCTION  
VALUE**

**\$35 Million**  
(2018 to date)



**HOUSING STARTS**

**32 UNITS**  
(2018 to date)

*Focused on Building Capacity*



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF NOVEMBER 5, 2018**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: SPA 2018-04 BENDER CONSTRUCTION (1138483  
ONTARIO LTD.) – 223 INDUSTRIAL DRIVE, MOUNT  
FOREST**

#### **RECOMMENDATION**

**THAT Council** of the Township of Wellington North receive Report SPA 2018-04 Bender Construction (1138483 Ontario Ltd.) – 223 Industrial Drive, Mount Forest;

**AND FURTHER THAT** the Corporation enter into a Site Plan Agreement with 1138483 Ontario Ltd. in the form of the draft Agreement included as part of this report;

**AND FURTHER THAT** the Mayor and the Clerk of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation;

**AND FURTHER THAT** the Clerk be directed to cause notice of the said Agreement to be registered on the title to the lands.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

None.

#### **BACKGROUND**

1138483 Ontario Ltd. is the owner of the land located at 223 Industrial Drive, Mount Forest. The Owner in April 2018 purchased an additional 0.67 acres from the Township to facilitate this development. The Owner has applied for Site Plan Approval from the Township to construct a 4,000 sq. ft. building materials storage building and a 512 sq. ft. office addition.



The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices.

A copy of the proposed agreement is attached to the By-law in this agenda package.

**FINANCIAL CONSIDERATIONS**

None.

**STRATEGIC PLAN**

This report relates directly to the implementation of the Township of Wellington North Strategic Plan, in particular this is expanding to better serve the needs of the community.

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

- Yes
- No
- N/A

Which pillars does this report support?

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

**PREPARED BY:** **RECOMMENDED BY:**

*Mike Givens*

<b>DARREN JONES</b> <b>CHIEF BUILDING OFFICIAL</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
---	--

**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this 5th day of November, 2018.

BETWEEN:

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

(the "Township")  
OF THE FIRST PART

-and-

**1138483 ONTARIO LTD.**

(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R-11985, Township of Wellington North, in the County of Wellington and the Lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R9374, Township of Wellington North, in the County of Wellington;

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule "A" attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE 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 that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
  - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Two Million (\$2,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

13. 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 of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect
14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
  - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;.
  - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO,

and the provisions of this Agreement shall apply to such security with respect to such phase(s);

- (d) that the provisions of this Agreement shall apply to all such phases.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
19. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this 5th day of November, 2018.

**THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH**  
Per:

---

Andrew Lennox – Mayor

---

Karren Wallace – Clerk  
We have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this 30th day of October, 2018.

**1138483 ONTARIO LTD.**  
Per:

---

David M. Bender - President  
I have authority to bind the corporation.

**SCHEDULE "A"****Approved Plan and Drawings**

<b>Dwg No.</b>	<b>Description</b>	<b>Author</b>	<b>Revision No.</b>	<b>Revision Date</b>
1	Existing Drainage Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
2	Proposed Drainage Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
3	Proposed SWM Plan & Sections	B. M. Ross & Associates Ltd.	4	Oct 16/18
4	Site Plan and Proposed Grading Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
5	Specifications, Notes and Details	B. M. Ross & Associates Ltd.	4	Oct 16/18
N/A	Stormwater Management Design Report	B. M. Ross & Associates Ltd.	N/A	Oct 16/18

**SCHEDULE "B"****Site Specific Requirements**

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- None.



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Kenilworth, ON N0G 2E0

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519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL,  
Meeting of November 5th, 2018**

**FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER**

**SUBJECT: REPORT EDO 2018-33 Child Care:  
EarlyON Child and Family Centres**

### **RECOMMENDATION**

**That** the Council of the Township of Wellington North receive for information Economic Development Officer report EDO-2018-33 dated November 5<sup>th</sup>, 2018 being a report on the Child Care: Early ON Child and Family Centres.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

July 9<sup>th</sup>, 2018 Presentation to Wellington North council by Luisa Artuso; Director of Children's Early Years Division, County of Wellington

### **BACKGROUND**

Council will recall on July 9<sup>th</sup> that Luisa Artuso; Director of the Children's Early Years Division for the County of Wellington, gave council a presentation which included the key goals, planning principles and core services provided by this Division. At that time council were advised that many big changes were happening in the children's early years and child care service system that will have an influence on the children and families in our local communities.

One of the changes was that all Ontario Early Years Centres and Better Beginning Better Futures had been changed to EarlyON Child and Family Centres as of January 2018. These new Child and Family Centres are being renewed to offer more services that will provide greater positive outcomes for all children and families. More funding has been made available to increase access to licensed child care for families with



children ages birth up to four years of age. More funding to support families who need help to pay for child care for their children ages birth up to 12 years of age is also available.

Wellington North was asked to provide a staff resource to assist in the community engagement process as well as a council representative to sit on the Advisory Group. As Economic Development Officer I have been supporting the community engagement process and Councillor Lisa Hern volunteered to represent council.

An on-line survey can be completed by going to [www.gwearlyon.ca/en](http://www.gwearlyon.ca/en) and along with the County and UGDSB we have been actively promoting this link. At the same time eight community conversations are taking place across Wellington County. (See attachment for detailed list.) In Wellington North interested residents can attend:

- Monday, Nov.5, 6:30pm - 8:00pm at Mount Forest Child Care and Learning Centre, 311 Foster Street.
- Thursday, Nov. 8, 10:30am - 12:00pm at Arthur Library, 110 Charles Street.

It is very important for us to hear the voices of all families and caregivers to help us shape the details of these services so that they meet the needs of Wellington North. The first meeting of the advisory group will take place early in 2019 and as we receive further information from the surveys, community conversations and advisory group meetings we will continue to keep council informed.

#### FINANCIAL CONSIDERATIONS/CONCLUSION

None

#### STRATEGIC PLAN

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

**Yes**                       No                               N/A

Which pillars does this report support?

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

**PREPARED BY:**

*Dale Small*

**RECOMMENDED BY:**

*Mike Givens*

**DALE SMALL  
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



# Do You Care About Children and Families?

Help us plan parenting supports and child care services for families with children birth to 12 years in Guelph and Wellington County.

Have your say. Join us for a community conversation at a location nearest you:

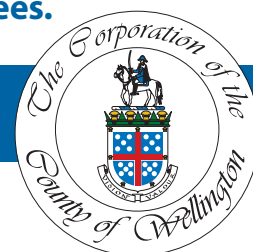
<b>Rockwood Library</b> 121 Rockmosa Drive, Rockwood	Tuesday October 23rd 2018   12:30pm – 2:00pm
<b>Drayton Library</b> 106 Wellington Street S., Drayton	Monday October 29th 2018   6:30pm - 8:00pm
<b>Harriston Library</b> 88 Mill Street, Harriston	Tuesday October 30th 2018   10:30am - 12:00pm
<b>Mount Forest Child Care and Learning Centre</b> 311 Foster Street, Mount Forest	Monday November 5th 2018   6:30pm - 8:00pm
<b>Arthur Library</b> 110 Charles Street East, Arthur	Thursday November 8th 2018   10:30am - 12:00pm
<b>Palmerston Child Care and Learning Centre</b> 540 Prospect Street, Palmerston	Monday November 12th 2018   6:30pm - 8:00pm

Children welcome. A draw for a \$75 door prize will be available to all attendees.

Visit [www.gwEarlyON.ca](http://www.gwEarlyON.ca) to register



ALTERNATE FORMATS AVAILABLE UPON REQUEST





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Kenilworth, ON N0G 2E0

[www.wellington-north.com](http://www.wellington-north.com)

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1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF November 5th, 2018**

**FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER**

**SUBJECT: REPORT EDO 2018-34 COMMUNITY IMPROVEMENT PROGRAM**

### **RECOMMENDATION**

**That** the Economic Development Officer report EDO 2018-34 dated November 5th, 2018 with regards to the Community Improvement Program be received;

**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington North approve a one-time grant in the amount of **\$1,394.00** for improvements made to the Wendt's Jewellery location at 181 Main Street South in Mount Forest.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

There have been numerous reports on the Community Improvement Program since the program was approved by Wellington North council in May 2012.

### **BACKGROUND**

Since 2012 our Community Improvement Program has enabled the Municipality to provide incentives for individuals, businesses, community groups, organizations, etc. to make improvements to their buildings, promote Public Art, support accessibility enhancements and to enhance their building presentation to the public all in an effort to support revitalization activities and to help beautify our community.

The program has proven quite popular and to date fifty-six applicants have submitted applications to the Community Improvement Program. The total dollar value of the overall improvements made in our Community is conservatively estimated at \$705,888. Of this amount:

- \$145,269 (20%) has been covered by grants under the Community Improvement Program
- \$ 27,500 (4%) has been advanced in interest free loans repayable over 5 years
- \$533,119 (76%) has been covered by the applicants

## OVERVIEW

On October 17<sup>th</sup> an application was received from Greg Ross the co-owner of Wendt's Jewellery in Mount Forest. The application, under the Façade Improvement Program, is to support the removal of the old awning and replacement with a new awning and graphics over the front entrance of the building.

As required under our program all applications are reviewed utilizing our Community Improvement Program Decision Matrix and a copy of this is attached to the report. The Decision Matrix also provides additional information regarding the improvements. The Community Improvement Program Review Panel recommends that council approve both the application. Council is also reminded that funds under the CIP only get advanced after all improvements are completed.

## FINANCIAL CONSIDERATIONS

The 2018 Economic Development Operating budget contains \$25,000 in funding to support applications under the Community Improvement Program. With this application we will have pretty much exhausted the CIP funding for 2018.

Should additional applications be received before year end they will be brought to council along with various options for funding.

## STRATEGIC PLAN

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

**Yes**                       No                               N/A

Which pillars does this report support?

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

**PREPARED BY:**

**RECOMMENDED BY:**

*Dale Small*

*Michael Givens*

**DALE SMALL  
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**

## COMMUNITY IMPROVEMENT PLAN : FACADE IMPROVEMENT GRANT & LOAN APPLICATION DECISION MATRIX

Applicant: **Wendt's Jewellery, Mount Forest**Date Received: **Oct 17th, 2018**Application #: **F.I.L. & G. # 43**Amount: **\$1,394.00 Grant**Date of Community Improvement Plan Review Panel Meeting: **Oct 26th, 2018**

Criteria Number	Criteria	Yes	No	Comments
<b>1</b>	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		The applicant, Greg Ross, is the co-owner of the business Wendt's Jewellery In Mount Forest.
<b>2</b>	Is the applicant applying for: a) Facade Improvement Grant b) Facade Improvement Interest Free Loan c) Both	X		The applicant is applying for a \$1,394 Facade Improvement Grant
<b>3</b>	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		Wendt's Jewellery is located at 181 Main Street South in Mount Forest which is within the CIPA boundary.
<b>4</b>	Has the application been properly completed including: <ul style="list-style-type: none"> <li>• Detailed description of improvements</li> <li>• Facade Improvement Checklist</li> <li>• Detailed sketch of the proposed change</li> <li>• Minimum of two quotes obtained</li> </ul>	X X X	X	A description has been provided by the applicant as well as a before and after photo. The work consists of the removal of an old awning and installation of a new awning over the front entrance of the business. Due to the low cost of the improvement we waived the need for two quotes.
<b>5</b>	Are property taxes and any other Municipal Accounts receivable up to date	X		All property taxes were verified as up to date.
<b>6</b>	Eligible costs associated with Facade Improvement Projects are as follows. Indicate which ones are included: <ul style="list-style-type: none"> <li>• Repainting or cleaning of the facade</li> <li>• Restoration of facade masonry, brickwork, etc.</li> <li>• Replacement or Repair of cornices, eaves, parapets, etc</li> <li>• Replacement or Repair of Windows</li> <li>• Entrance-way modifications</li> <li>• Redesign of the store front</li> <li>• Removal of signage and installation of new signage</li> </ul>	X		Work completed as per the above

### COMMUNITY IMPROVEMENT PLAN : FACADE IMPROVEMENT GRANT & LOAN APPLICATION DECISION MATRIX

	<ul style="list-style-type: none"> <li>• Restoration of original facade appearance</li> <li>• Replacement or Repair of canopies and awnings</li> <li>• Installation or repair of exterior lighting</li> <li>• Other similar improvements approved by CIPRP</li> </ul>	X		
<b>7</b>	Facade Improvement Grant amount available is 50% of eligible costs up to a maximum of \$2,500. What amount is being requested and what is the percentage of the overall.	X X X		<p>Overall Cost of exterior improvements: \$2,788</p> <p>Grant Amount being requested: \$1,394</p> <p>Percentage of overall Costs: 50%</p>
<b>8</b>	Facade Improvement Loan amount available is an interest free loan up to a maximum \$2,500. This loan must be paid off in equal installments with a maximum amortization of five years. What amount is being requested and what is the amortization period?		X	As the overall cost of the improvement is less than \$7,500 the applicant is not eligible for an interest free loan.
<b>9</b>	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		All work was completed by a local contractor.
<b>10</b>	Is the targeted completion date within 8 months from date of approval or is an extension required?	X		The work has already been completed.
<b>11</b>	Other comments from the Review Panel	These improvements qualify for funding under the Community Improvement program and we recommend council approve the request.		
<b>Recommendation</b>	That the Community Improvement Review Panel support this application and makes a motion for council approval.			<b>Yes XXX</b> No
	<i>Darren Jones</i> Darren Jones	<i>Dale Small</i> Dale Small	Date: October 26 <sup>th</sup> , 2018	



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519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL,  
Meeting of November 5th, 2018**

**FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER**

**SUBJECT: REPORT EDO 2018-35  
SAUGEEN CONNECTS: INVESTOR TOUR**

**RECOMMENDATION**

**That** the Council of the Township of Wellington North receive for information Economic Development Officer report EDO-2018-35 dated November 5<sup>th</sup>, 2018 being a report on the Saugeen Connects Investor Tour.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

EDO 2017-20 BR+E Implementation Fund & Saugeen Connect - Connecting Business through Succession Planning, Immigration and Youth

**BACKGROUND**

Saugeen Connect is a partnership with the Saugeen Economic Development Corporation, Town of Minto, Town of Hanover, Municipality of West Grey, Brockton and the Township of Wellington North. Our mission is to collaborate and positively impact area economic growth, support youth retention and development, support growth and retention of businesses; and to integrate efforts to leverage immigrant attraction to the area as residents, workers, entrepreneurs, business owners, operators and investors.

On Tuesday October 30<sup>th</sup> the Township of Wellington North, in partnership with Saugeen Connects and the Newcomer Centre of Peel, hosted an Investor Tour to Northern Wellington and Southern Grey. This tour brought 30 potential Investors into our area where we had an opportunity to showcase our communities and to present to them a variety of local Investment opportunities.

The tour arrived in Mount Forest at 10:15am and a special thank you to Wellington North Mayor Andy Lennox and Mayor George Bridge from the Town of Minto who welcomed the group to our community. An overview of the Saugeen Connects area was provided by the Saugeen Economic Development Corporation and then Belinda Wick-Graham and I presented the investment opportunities from Minto (2) and Wellington North (6). After some time for questions the tour continued on arriving at Launchpad in Hanover where the three Mayors from our Grey County partners welcomed the group and voiced their collective support to Saugeen Connects. The Economic Development Officer from all three municipalities then presented their Investment opportunities and the tour then continued onto Palmerston where the day ended at 4:00pm.

Attracting new investment into our community is a challenge for all small rural communities and it is important that we try innovative new ways to attract investment. Whether or not this Investor Tour and partnership with the Peel Newcomer Centre will translate into new investment remains to be seen. Everyone, however, considered the day to be a success and the Newcomer Centre of Peel will be completing a survey with the investors in order to obtain their feedback and this will be shared with us when completed. Discussions are also underway for the next tour to be an “employment” tour in an effort to attract new workers into our communities.

### FINANCIAL CONSIDERATIONS/CONCLUSION

In 2017 the Saugeen Connects partnership was successful in securing a Rural Economic Development (RED) grant from OMAFRA and all expenses related to this Investor Tour were covered by our RED grant.

### STRATEGIC PLAN

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

Yes                       No                       N/A

Which pillars does this report support?

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

**PREPARED BY:**

**RECOMMENDED BY:**

*Dale Small*

*Mike Givens*

**DALE SMALL  
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**





**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF NOVEMBER 5, 2018**

**FROM: MICHAEL GIVENS, CAO  
BARRY TROOD, WATER & SEWER SUPERINTENDENT**

**SUBJECT: REPORT OPS 2018-024 - SANITARY ALLOCATIONS FOR AL  
SHARPE (310 SLIGO ROAD WEST)**

#### **RECOMMENDATION**

**THAT** Report OPS 2018-024 being a report on the sanitary allocation for Al Sharpe (310 Sligo Road West) be received;

**AND FURTHER THAT** the Council of the Township of Wellington North commit twenty (20) sanitary sewer allocations to Al Sharpe for twenty townhome dwellings at 310 Sligo Road West (Part Park Lot 7, S/S Sligo Road).

**AND FURTHER THAT** the sanitary sewer allocations to Al Sharpe for twenty townhome dwellings at 310 Sligo Road West, Mt. Forest have an expiry of thirty-six months from date of passage of the resolution, after which period the allocation of 20 sewer units for this development will be withdrawn.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report PW 2018-006 being a report on 2018 Reserve Wastewater Capacity Calculations for Wellington North

#### **BACKGROUND**

The Township has received application for Sanitary Sewer Allotment from Al Sharpe for 20 townhome dwellings at 310 Sligo Road West. See attached.

Based upon *persons per equivalent residential unit* and *average daily per capita flow* as identified in Report PW 2018-006, it is estimated these 20 equivalent units will generate a sewage flow of approximately 18,103 Litres/day. The Mount Forest Waste Water Treatment Plant will have approximately 691,153 Litres/day of uncommitted reserve capacity of equivalent residential units **after** allocation of these 20 equivalent sewer connections.

Public Works has no objections to these allocation requests.

Assuming approval of the application, the Township will have approximately 123 committed units in Mount Forest with a remainder of 764 uncommitted reserve capacity units. 65 approved in 2017, 88 units approved in 2018 thus far.

<b>FINANCIAL CONSIDERATIONS</b>
---------------------------------

N/A

<b>STRATEGIC PLAN</b>
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Do the report's recommendations advance the Strategy's implementation?

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

Sanitary sewer capacity and infrastructure is a prerequisite to community growth.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Michael Givens</i> <i>Barry Trood</i>	<i>Michael Givens, CAO</i>
<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b> <b>BARRY TROOD</b> <b>WATER &amp; SEWER SUPERINTENDENT</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>

Attachments (1)



2300 Bicknell Pk. P.O. Box 120  
Kemptville, ON N0B 2Z1  
www.wellington-north.com

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519.848.3119

**APPLICATION FOR SANITARY SEWER ALLOTMENT**

- 1. Applicant's Name: ALLAN + CATHY SHARPE
- 2. Applicant's Address: 502 517 GREY Rd 1  
GEORGIAN BLUFFS NOH 2T0
- 3. Applicant's Phone No.: 519 534 1764
- 4. Applicant's Email: asharpecontltd@gmail.com
- 5. Nature of the Proposed Development:

a) Residential: [ ] single family [ ] semi detached  
                  [] townhouse [ ] apartments

b) Commercial: \_\_\_\_\_ sq. ft.

c) Industrial: \_\_\_\_\_ sq. ft.

d) Institutional \_\_\_\_\_ sq. ft.

Description of proposed commercial/industrial use:

\_\_\_\_\_  
\_\_\_\_\_

6. Sewage Capacity Requested:

a) If Residential: 20 (# of units)

b) If Industrial/Commercial: \_\_\_\_\_ (estimated liters per day of effluent)

c) If Institutional: \_\_\_\_\_ (estimated liters per day of effluent)

7. Property Description: PART PARK LOT 7. S/S  
 a) Legal Description: SLIGO ROAD MOUNT FOREST  
 b) Civic Address: 310 SLIGO ROAD WEST  
 8. Official Plan Designation: RESIDENTIAL  
 9. Zoning: RESIDENTIAL (R3)  
 10. Is there an existing site plan/development/subdivision agreement with the Township applicable to your development:  Yes  No submitted  
 11. Have you applied for draft plan approval:  Yes  No  
 (If Yes, attach copy of draft approval conditions)

I hereby consent to this application

Allan Sharpe  
Cathy Sharpe  
 Signature of Applicant

July 20 2018  
 Date



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF NOVEMBER 5, 2018**

**FROM: MANDY JONES, COMMUNITY RECREATION COORDINATOR**

**SUBJECT: REPORT RAC 2018-002 BLACKSMITH SHOP-PROPERTY  
DONATION**

**RECOMMENDATION**

**THAT** Council of the Township of Wellington North receive Report RAC 2018-002 being a report on the acquisition of the Lynes Blacksmith Shop-Property, located at 9111 Highway 6, Kenilworth;

**AND FURTHER THAT** Council accept the third party appraisal valuation prepared on April 5, 2017 of the property appraising the property at \$195,000.00;

**AND FURTHER THAT** Council direct staff to issue a Charitable Donation receipt to Stephen Lynes in the amount consistent with the appraisal in the amount of \$195,000.00;

**AND FURTHER THAT** Council accept costs associated with the completing the Agreement to Donate, including but not limited to:

- Legal costs;
- Title search;
- Land transfer fee;
- Applicable HST;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign all documents required to complete the acquisition.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

CAO 2018-004 Blacksmith Shop-Property Donation

March 27, 2017 Resolution No. 2017-117

## BACKGROUND

The Township of Wellington North has received an endorsed Donation Agreement for the Lynes Blacksmith Shop property, located at 9111 Highway 6, Kenilworth. The Donation Agreement was prepared by the Township of Wellington North's solicitor and is between Stephen Lynes and the Township of Wellington North.

The Donation Agreement is based on a third-party appraisal valuation of the property at \$195,000 with the Township of Wellington North to acquire the Property in an "as is – where is" condition. The Township of Wellington North has inspected the Property prior to executing the Agreement and understands that upon execution by all parties, the Agreement will be binding.

The Township of Wellington North will pay all Land Transfer Tax, Harmonized Sales Tax (if applicable) and other costs in connection with the registration of the Property.

A first right of refusal for a period of 40 years will be in favour of Stephen Lynes.

The Lynes Blacksmith Committee is a dedicated group of volunteers whose objective is "to restore and reinvigorate the Lynes Blacksmith Shop in Kenilworth, Wellington North and create a seasonal experiential cultural and educational destination." Staff continue to work with the Lynes Blacksmith Committee to meet their core objective as well as the Township of Wellington North Strategic initiatives.

## FINANCIAL CONSIDERATIONS

The 2018 budget included costs associated with the Lynes Blacksmith Shop totalling \$16,750, offset by an anticipated \$5,000 in donation revenues. A net expense of \$11,750. Those budget estimated reflected anticipated legal and engineering costs.

No actual money will be exchanged in the procurement of the Lynes Blacksmith Shop and associated property.

Legal costs, title search, land transfer tax and applicable HST on the appraised value of the property would be costs incurred by the Township. The Committee has suggested that if a survey of the property is required, they would be in a position to cover those costs.

**STRATEGIC PLAN**

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

- X Yes                                       No                                       N/A

Which pillars does this report support?

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

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Mandy Jones*

*Michael Givens, CAO*

<b>Mandy Jones</b> Community Recreation Coordinator	<b>MICHAEL GIVENS</b> CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL**  
**MEETING OF NOVEMBER 5, 2018**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2018-012 - WELLINGTON NORTH POWER-  
COUNCIL MEMBER BOARD APPOINTMENTS**

### **RECOMMENDATION**

**THAT** Report CAO 2018-012 being a report on Wellington North Power (WNP) Council Member Board Appointments be received for information;

**AND FURTHER THAT** Council of the Township of Wellington North appoints the below Council representatives to the WNP Board of Directors-

- Councillor Dan Yake;
- Mayor Andy Lennox;

For the term December 1, 2018 to November 30, 2022

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- June 5, 2017-CAO 2017-015 Wellington North Power-Board Configuration
- March 27, 2017-CAO 2017-100 Wellington North Power Board Director Appointments
- April 4, 2016-CAO 2016-007 WNP Board Members
- April 20, 2015-CAO 2015-10 Wellington North Power Board Shareholder Representation
- December 17, 2014-CAO 2014-30 Wellington North Power-Board Member Appointment



<b>BACKGROUND</b>
-------------------

The current configuration of the Wellington North Power (WNP) Board of Directors is as per the below table.

<b>Board of Director</b>	<b>Appointment Date</b>	<b>Term End</b>	<b>Role</b>
Mark Hillis	July 1, 2016	June 30, 2020	Independent Community Representative
Paul Smith	July 1, 2016	June 30, 2020	Independent Community Representative
Andy Lennox	Apr. 27, 2015	November 30, 2018	Non-Independent (Shareholder)
Dan Yake	Apr. 27, 2015	November 30, 2018	Non-Independent (Shareholder)
Michael Givens	Apr. 27, 2015	November 30, 2019	Non-Independent (Shareholder)

Notes-

1. In 2013, the Township authorized the extension of Board member terms to 4 years from 2 years.
2. The terms on the Board for the Mayor and Councillor coincide with municipal council terms.
3. In 2017, Council endorsed staggering the terms of appointees to ensure some continuity and avoid the potential appointment of all “new” directors at any one time.
4. In May of 2018, Richard Bucknall tendered his resignation from the Board of Directors.

The Township of Wellington North as the primary shareholder of Wellington North Power (WNP) has a responsibility for appointment of members to the Board of Directors. Council has the responsibility to ratify appointments, notifying WNP and the Township of Southgate (minority shareholder).

With the recent municipal election completed, Council needs to confirm their appointments to the Board.

The below excerpts come from the WNP Shareholder Agreement and provide context to the role of the Board of Directors-

### 3.1 Shareholder Objectives

The Shareholders' objective in connection with the relationship to the Corporation is that **the Board supervises the management of the Corporation** in a manner which:

- a) Takes due consideration of the financial objective established by the Shareholders;
- b) Protects the investment of the Shareholders by appropriately managing the Corporations' exposure to the normal risks inherent in its business as a Local Electricity Distribution company;
- c) Provides the Shareholders with their desired rate of return on their investment, giving due consideration to rates of return permitted by the regulatory agencies;
- d) Provides adequate reporting to the Shareholder.

#### 4.1 **Board of Directors**

Subject to Section 4.11, **the business and affairs of the Corporation shall be managed by the Board of Directors**. As determined by the Articles, the Board shall consist of a minimum of three (3) and a maximum of ten (10) directors. Appointments to the Board are subject to the approval, or ramification in the case of interim appointments necessitated by vacancies, by Shareholder resolution.

### **FINANCIAL CONSIDERATIONS**

Annual remuneration for board members is approximately \$6300.00. Additional costs associated with attending relevant events are paid in addition to the remuneration.

Note-WNP pays remuneration and other costs directly to select board members; it does not apply to staff appointees.

### **STRATEGIC PLAN**

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

Yes

No

N/A

Which pillars does this report support?

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

The Township as the primary shareholder has a responsibility to undertake certain fundamental activities for WNP including appointment of Board of Director members via resolution.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Michael Givens*

*Michael Givens, CAO*

<b>MICHAEL GIVENS CAO</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF NOVEMBER 5, 2018**

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

**SUBJECT: REPORT CLK 2018-048 BEING A REPORT ON COUNCIL  
MEETING SCHEDULE FOR 2019**

**RECOMMENDATION**

**THAT** the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-048;

**AND FURTHER THAT** Council approve the meeting schedule as presented.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

N/A

**BACKGROUND**

Attached is the recommended schedule for 2019 meetings of Council.

The Rural Ontario Municipalities Association conference is scheduled for January 27-29, 2019 and the Ontario Good Road's Association conference is scheduled for February 24-27, 2019. Depending on whether members of Council, if any, are attending, there may be issues with quorum at the January 28<sup>th</sup> or February 25<sup>th</sup> meetings.

The meeting that would normally fall on June 10, 2019 is scheduled for June 3, 2019 as the Association of Municipal Clerks and Treasurer's conference is scheduled for June 9-12.

**FINANCIAL CONSIDERATIONS**

There are no financial implications by receiving this report.

<b>STRATEGIC PLAN</b>
-----------------------

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

Yes                       No                       N/A

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

By setting out the 2019 Council meeting dates early, it gives staff and Council adequate time to plan their personal and corporate schedules.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
--	--



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## SCHEDULE A

### 2019 COUNCIL MEETING SCHEDULE

(subject to change)

DATE	COMMENCING
Monday, January 14	2:00 p.m.
Monday, January 28	7:00 p.m.
ROMA Conference Jan 27-29	
Monday, February 11	2:00 p.m.
Monday, February 25	7:00 p.m.
OGRA Conference Feb 24-27	
Monday, March 11	2:00 p.m.
Monday, March 25	7:00 p.m.
Monday, April 8	2:00 p.m.
Monday, April 29	7:00 p.m.
Monday, May 13	2:00 p.m.
Monday, May 27	7:00 p.m.
Monday, June 3	2:00 p.m.
AMCTO Conference June 9-12	
Monday, June 24	7:00 p.m.
Monday, July 8	2:00 p.m.
Monday, July 22	7:00 p.m.
Monday, August 12	2:00 p.m.
Monday, August 26	7:00 p.m.
Monday, September 9	2:00 p.m.
Monday, September 23	7:00 p.m.
Monday, October 7	2:00 p.m.
Monday, October 21	7:00 p.m.
Monday, November 4	2:00 p.m.
Monday, November 18	7:00 p.m.
Monday, December 2	2:00 p.m.
Monday, December 16	7:00 p.m.

October 30, 2018

Township of Wellington North  
Attn: Mayor Andy Lennox  
Box 125  
Kenilworth, ON  
N0G 1P0

Dear Mayor Lennox and Members of Council:

**Re: Approved Cost Sharing Policy: MVCA Water and Erosion Control Infrastructure**

We are writing to council at this time let you know that the members approved the proposed cost sharing policy for MVCA's water and erosion control infrastructure on October 17, 2018. A copy of the approved policy is attached to this letter.

We would like to thank our member municipalities for providing their comments on the proposed cost sharing policy.

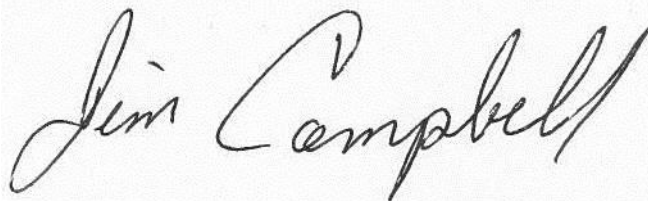
As we explained in our earlier letter, this infrastructure was developed at a time when there were long term Provincial funding programs in place for both constructing and maintaining conservation authority water and erosion control infrastructure.

MVCA will work with each of the member municipalities where we have water and erosion control infrastructure to develop cost sharing agreements for each structure.

We will not start on this process until 2019 as the Provincial Government is in the process of reviewing all programs. We will begin work on developing cost sharing agreements once we have assurance from the Province that the Water and Erosion Control Funding program will be maintained and funded.

In closing thank you again for your input to the development of this policy.

Sincerely;



Jim Campbell  
Chair

**Approved Cost Sharing Policy for MVCA Water and Erosion Control Infrastructure:  
Oct.17, 2018**

	<b>MVCA</b>	<b>Municipality</b>
<b>Flood/Erosion Control Infrastructure</b> Minor Repairs Preventative Maintenance	The cost of minor repairs would be cost shared as follows: 50% (funding to come from MNRF's Annual Transfer Payment) All proposed work to be approved by both MVCA and the municipality.	50% from the local municipality where the structure is located.
Major Repairs and technical studies	The cost of major repairs and technical studies would be cost shared as follows: 50% (subject to approval of funding from WECI Program) If the funding is not approved, the municipality would be responsible for 100% of the cost of repairs. All repairs/studies subject to approval of MVCA and Municipality.	50% from the local municipality unless WECI funding is not approved then the municipality would need to decide whether they would like to proceed with the repairs as they would be responsible for 100% of the costs.
<b>Recreational Water Control Structures</b> Minor Repairs Preventative Maintenance	The cost of minor repairs and preventative maintenance would be cost shared as follows: 50% to come from MNRF's Annual Transfer Payment) All proposed work to be approved by both MVCA and the municipality	50% from the local municipality
Major Repairs & technical studies	The cost of Major Repairs and technical studies would be cost shared as follows: 50% (subject to approval of funding from Provincial WECI Program) from MVCA	50% from the local municipality unless WECI funding is not approved then the municipality would need to decide whether they would like to proceed with the repairs as they would be responsible for 100% of the cost.
Decommissioning	100% (subject to approval of WECI funding-50% grant; 50% to be funded by general levy from all member municipalities.	
Replacement/New Structure		MVCA would be willing to transfer ownership of the structure to the municipality if they are interested in replacing the structure. Transfer of ownership would be subject to the approval of the MNRF

**Minor Repairs and Preventative Maintenance:** Safety signage replacement, touch up painting, small repairs to concrete surfaces, Lifting cable replacement, small equipment/tool replacement, etc.

**Major Repairs:** Decking Replacement, Stripping and repainting, Stop log replacement, Concrete repairs, Repairs to earth-filled embankments and downstream channels, stabilization of slopes, Dam safety studies, repairs to control structure, etc.



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

**BY-LAW NUMBER 089-18**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
DONATION AGREEMENT BETWEEN STEPHEN JAMES LYNES  
AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON  
NORTH**

**WHEREAS** The Corporation of the Township of Wellington North and Stephen James Lynes wish to enter into a donation agreement for the transfer of property as set out in Schedule A attached hereto.

**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 Stephen James Lynes, in substantially the same form as set out in Schedule "A".
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 on behalf of the Corporation of the Township of Wellington North required to complete the conveyance from James Lynes to the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF NOVEMBER, 2018.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE CLERK**

Donation Agreement (hereinafter called the "Agreement")  
this \_\_\_\_ day of August, 2018.

BETWEEN:

STEPHEN JAMES LYNES  
(hereinafter called the "Donor")

-and-

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

WHEREAS the Donor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property") and such Donor wishes to transfer the Property to the Recipient for use as a heritage conservation property;

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

**SECTION I  
GENERAL**

1. In consideration of the mutual covenants set out in this Agreement and such other good and valuable consideration, the Recipient agrees to accept the Property from the Donor and the Donor agrees to donate the Property to the Recipient according to the terms of this Agreement.

**SECTION II  
DONATION OF PROPERTY**

2. Deed
  - (a) The Donor agrees to deed or transfer the Property to the Recipient subject to the terms of this Agreement.
3. Completion Date
  - (a) The closing of this transaction shall take place forty-five (45) days from the date of execution of the Agreement, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Recipient as provided in this Agreement. The Donor acknowledges that on the Date of Completion he shall have the right and authority to transfer the Property.
4. Council Approval
  - (a) This transaction is subject to compliance with Section 270 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Township of Wellington North in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this Agreement will be null and void.

5. Documents, Reports and Information
  - (a) The Donor will produce and deliver to the Recipient within thirty (30) days of the execution of the Agreement any documents, reports or information in its possession in respect to the Property. The Recipient agrees to return all of the above documentation to the Donor if this transaction is not completed.

### SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

6. "As Is" Condition
  - (a) The Recipient acknowledges that it is acquiring the Property in on an "as is - where is basis" and that it must satisfy itself within thirty (30) days of the execution of the Agreement regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Recipient's proposed use of the Property. The Recipient acknowledges that there are no agreements, representations, promises, warranties, guaranties or conditions of any kind whatsoever, statutory or otherwise, express or implied, given by the Donor, other than as set out in this Agreement, including, without limiting the generality of the foregoing, any representations, warranties, or conditions either express or implied, as to title, value, income to be derived, state of repair, environmental condition, development approval, zoning or fitness for purpose, governmental compliance or otherwise. The Recipient further acknowledges that it is executing this Agreement on the basis that it has relied and will continue to rely entirely on its own inspections and investigations of the Property.
  - (b) The Recipient acknowledges that the Donor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Donor in respect of any environmental liabilities on this Property. The Recipient agrees to sign a release and indemnity in favour of the Donor on or before closing with respect to matters set out in the preceding sentence, in a form acceptable to the Donor's solicitor and which release and indemnity will survive closing and remain in force indefinitely. If the Recipient is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Donor by no later than the time specified herein, and this Agreement shall be terminated. If the Donor is notified that the condition of the Property is not satisfactory, then the Recipient shall, prior to being entitled to a full release from the Donor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Recipient, at the Recipient's sole expense. If the Recipient fails to deliver written notice to the Donor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Recipient.
7. Investigation by the Recipient
  - (a) The Recipient acknowledges having inspected the Property prior to executing the Agreement and understands that upon the execution by the parties of this Agreement, and subject to any conditions herein, there shall be a binding agreement between the Recipient and the Donor. It shall be the Recipient's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Donor shall grant

the Recipient access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

8. Future Use

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

**SECTION IV  
PRIOR TO COMPLETION DATE**

9. Recipient May Inspect the Property

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

10. Insurance

- (a) Pending closing, the Donor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Recipient may elect to either: receive the proceeds of the insurance and complete the transaction; or to cancel the Agreement.

**SECTION V  
COMPLETING THE TRANSACTION**

11. Deed

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

12. Electronic Registration

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

13. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Donor and for any easements or rights-of-way registered on title and any minor encroachments shown on any survey or Reference Plan delivered to the Recipient and a notice of a Right of First Refusal in Favour of the Donor, as set out below, or

- such other instrument as may be registered on title by the Donor setting out the Right of First Refusal.
- (b) The Recipient is allowed thirty (30) days from the execution of the Agreement to examine the title to the Property. If on or before this date the Recipient furnishes the Donor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Donor shall be unable to remedy or correct by the Completion Date and which the Recipient will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations, be terminated and the Donor and the Recipient shall not be liable for any costs, damages, compensation or expenses.
14. Donor to Discharge all Encumbrances
- (a) The Donor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, Agreements and mortgages now registered against the Property and not assumed by the Recipient. The Donor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Donor against its personal Property.
15. Adjustments
- (a) The Donor agrees that all security deposits, if any, held by the Donor including interest thereon shall be credited to the Recipient in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Recipient.
16. Deliveries by the Donor To The Recipient on Closing
- (a) The Donor covenants and agrees to deliver to the Recipient on the Completion Date, all such deliveries to be a condition of the Recipient's obligation to close this transaction, the following:
- (i) A deed of the Property;
- (ii) Any survey or reference plan of the Property in the possession of the Donor;
- (iii) A Statutory Declaration by the Donor that he is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended; and
- (iv) Such further documentation and assurances as the Recipient may reasonably require to complete the transaction contemplated by the Agreement.
17. Harmonized Sales Tax
- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is a used residential property and is not subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the "Act").

**SECTION VI  
MISCELLANEOUS**

18. Right of First Refusal

The Recipient hereby grants to the Donor the right of first refusal (the "Right of First Refusal") to re-acquire the Property or any portion thereof, which Right of First Refusal survives closing on the following terms and conditions:

- (a) If the Recipient receives a bona fide arm's-length offer to purchase all or a portion of the Property which the Recipient is willing to accept or has accepted subject to the rights of the Donor under this Agreement, or if the Recipient wishes to transfer or otherwise dispose of all or a portion of the Property, the Recipient shall provide to the Donor a copy of the offer to purchase or the document which otherwise contains the agreement as between the Recipient and a third party (the "Proposed Agreement"). The copy of the Proposed Agreement and the letter transmitting the same being hereinafter referred to as the "Initial Notice";
- (b) The Donor shall have fifteen (15) business days from the date of receipt of the Initial Notice (the "Exercise Period") to deliver to the Recipient a signed notice of exercise of the Right of First Refusal (the "Exercise Notice"), which Exercise Notice shall be accompanied by any deposit monies required to be paid under the terms of the Proposed Agreement;
- (c) The Initial Notice and the Exercise Notice shall constitute the terms of an agreement as if the Donor was the third party named in the Proposed Agreement forming part of the Initial Notice;
- (d) If the Donor has not delivered the Exercise Notice within the Exercise Period, the Donor shall be deemed not to have exercised its Right of First Refusal and the Recipient shall be at liberty to sell, transfer or otherwise dispose of all or the portion of the Property to which the Proposed Agreement pertained free and clear of the Donor's Right of First Refusal and this Right of First Refusal shall be at an end only with respect to such portion of the Property and shall not bind the successor in title;
- (e) Time shall be of the essence of this Right of First Refusal;
- (f) This Right of First Refusal is conditional upon compliance with the Planning Act;
- (g) This Right of First Refusal shall be construed in accordance with the laws of the Province of Ontario; and
- (h) This Right of First Refusal shall expire 40 years from the Completion Date.

19. Entire Agreement

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

20. Tender

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

21. Time of Essence

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

## 22. Planning Act

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

## 23. Notices

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

**Solicitors for the Recipient:**

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

**Solicitors for the Donor:**

Saad Law Professional Corporation  
Attention: Peter Saad  
1090 Don Mills Road, Suite 506  
Toronto, ON M3C 3R6  
Fax: (416) 350-3510

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

- (b) With respect to the Right of First Refusal, the Initial Notice and Exercise Notice shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the person to whom such notice is intended:

**Recipient:**

The Corporation of the Township of Wellington North  
ATTN: Mike Givens, CAO  
7490 Sideroad 7 W,  
Kenilworth, ON N0G 2E0  
Email: mgivens@wellington-north.com

**Donor:**

Attn: Stephen Lynes  
409-19 Waterford Drive,  
Guelph, ON, N1L 0G8  
Email: stephenlynes@gmail.com

## 24. Successors and Assigns

- (a) The Recipient shall be permitted to assign all of its right, title and interest in and to this Agreement with the Donor's written approval in his sole and absolute discretion. Subject to the restrictions in the preceding sentence, the Donor agrees to engross the Transfer/Deed of Land as directed by the Recipient on the completion Date as the Recipient may elect, and the Donor agrees to complete the transaction contemplated by this Agreement on the Completion Date with such permitted assignee or nominee. The Recipient is released from all liability

hereunder following the completion of the transaction, if it assigns its interest in this Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

25. Schedules

(a) The following Schedules shall form an integral part of this Agreement:

(i) Schedule "A" Description of Property

26. Acceptance by Fax

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

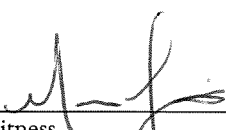
27. Counterparts

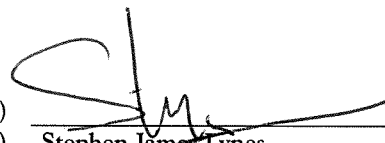
(a) This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

28. Severability

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

IN WITNESS WHEREOF the parties have executed this Agreement.

  
\_\_\_\_\_  
Witness  
Name: Marco Gippi

  
\_\_\_\_\_  
Stephen James Lynes

The Corporation of the Township of Wellington North

\_\_\_\_\_  
Andy Lennox  
Mayor

\_\_\_\_\_  
Karren Wallace  
Clerk

We have the authority to bind the Corporation.



**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF LANDS**

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

PT LT 21 CON EOSR, DIVISION 1 ARTHUR TOWNSHIP PT 3 60R1652, AS IN RON66120 (FIRSTLY) EXCEPT PT 2 60R1652; WELLINGTON NORTH

PIN: 71090-0085 (LT)

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

**BY-LAW NUMBER 090-18**

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH TO CONSTITUTE AND APPOINT  
MEMBERS TO THE TOWNSHIP OF WELLINGTON NORTH  
COURT OF REVISION FOR DRAIN 19 WL (BRUBACHER)**

**WHEREAS** Section 97 (1) of the *Drainage Act*, as amended, provides that a court of revision shall consist of three or five members appointed by the council of the initiating municipality.

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North deems it advisable to confirm the following Court of Revision Appointments.

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

**1. ADMINISTRATION**

That the Council of the Corporation of the Township of Wellington North do hereby appoint

Councillor Steve McCabe,  
Councillor Sherry Burke,  
Councillor Lisa Hern

to the Court of Revision for the Corporation of the Township of Wellington North for Drain 19 WL (Brubacher) project.

**2. ROLE OF COURT OF REVISION**

The Court of Revision hears appeals on assessments being the portion of the cost of a proposed drainage work to be collected from the landowner.

**3. CONFLICTING LEGISLATION**

If this By-Law conflicts with the provisions of any Act, other than the *Municipal Act, 2001*, as amended, the provisions of the *Municipal Act* shall prevail to the extent of the conflict.

#### **4. VALIDITY AND SEVERABILITY**

- 4.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-Law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-Law are separate and independent there from and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.
- 4.2 Whenever any reference is made in this By-Law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

#### **5. FORCE AND EFFECT**

This By-law shall take effect and become in full force and effect upon its passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5<sup>th</sup> DAY OF NOVEMBER, 2018**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 091-18**

**BEING A BY-LAW TO AMEND BY-LAW 004-17 BEING A BY-LAW TO  
REGULATE AND PROVIDE FOR THE KEEPING, CONTROL AND  
LICENSING OF DOGS WITHIN THE TOWNSHIP OF WELLINGTON  
NORTH**

**WHEREAS** the Council of The Corporation of the Township of Wellington North has deemed it necessary amend by-law 004-17 being a by-law regulating or prohibiting the keeping of dogs and the establishment of kennels and to provide for the leashing, muzzling, licensing and control of dogs and the licensing of kennels.

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

**Section 6.6 of by-law 004-17:**

Every dog tag shall bear the serial number and the year in which it was issued and a record shall be kept by the Township showing the name, address and telephone number of the Owner, the serial number of the tag and information to identify the Dog.

**Be amended to:**

Every dog tag shall wear a tag with an identifying number and a record shall be kept by the Township showing the name, address and telephone number of the Owner as well as the identifying tag number.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF NOVEMBER, 2018.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 092-18**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT PART LOT 32, CONCESSION 1, DIVISION 3, NORMANBY, PART 1 ON 61R-11985, TOWNSHIP OF WELLINGTON NORTH, IN THE COUNTY OF WELLINGTON AND THE LANDS DESCRIBED AS PART LOT 32, CONCESSION 1, DIVISION 3, NORMANBY, PART 1 ON 61R9374, TOWNSHIP OF WELLINGTON NORTH, IN THE COUNTY OF WELLINGTON (1138483 ONTARIO LTD.-BENDER);**

**WHEREAS:**

- A. The following noted lands owned by 1138483 ONTARIO LTD. (the Owner) have been designated by Wellington North under subsection 41(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (hereinafter called "the Act") as a site plan control area:

Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R-11985, Township of Wellington North, in the County of Wellington and the Lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R9374, Township of Wellington North, in the County of Wellington;

- B. Wellington North requires the Owner to enter into an agreement as a condition to the approval sought by the Owner under subsection 41(7)(c) and subsection 41(7)(c.1) of the Act and this Agreement shall pertain to both phases of the development.

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF NOVEMBER, 2018**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## SCHEDULE A

**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this 5th day of November, 2018.

BETWEEN:

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

(the "Township")  
OF THE FIRST PART

-and-

**1138483 ONTARIO LTD.**

(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R-11985, Township of Wellington North, in the County of Wellington and the Lands described as Part Lot 32, Concession 1, Division 3, Normanby, Part 1 on 61R9374, Township of Wellington North, in the County of Wellington;

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule "A" attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE 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 that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
  - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Two Million (\$2,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

13. 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 of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect
14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
  - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;.
  - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO,



and the provisions of this Agreement shall apply to such security with respect to such phase(s);

- (d) that the provisions of this Agreement shall apply to all such phases.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
  17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
  18. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
  19. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
  20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this 5th day of November, 2018.

**THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH**  
Per:

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Andrew Lennox – Mayor

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Karren Wallace – Clerk  
We have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this 30th day of October, 2018.

**1138483 ONTARIO LTD.**  
Per:

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David M. Bender - President  
I have authority to bind the corporation.

**SCHEDULE "A"****Approved Plan and Drawings**

<b>Dwg No.</b>	<b>Description</b>	<b>Author</b>	<b>Revision No.</b>	<b>Revision Date</b>
1	Existing Drainage Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
2	Proposed Drainage Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
3	Proposed SWM Plan & Sections	B. M. Ross & Associates Ltd.	4	Oct 16/18
4	Site Plan and Proposed Grading Plan	B. M. Ross & Associates Ltd.	4	Oct 16/18
5	Specifications, Notes and Details	B. M. Ross & Associates Ltd.	4	Oct 16/18
N/A	Stormwater Management Design Report	B. M. Ross & Associates Ltd.	N/A	Oct 16/18

**SCHEDULE "B"****Site Specific Requirements**

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- None.

**Our Cultural Moment for November celebrates Remembrance Day & Canada's Most Patriotic Village and is "mostly" a reprint of our Nov. 2012 Cultural Moment**

## Arthur Village Gives Sons, Money, to Aid War *Toronto Daily Star, Monday, November 2, 1942*

This is a copy of the Monday, November 2, 1942 publication of the Toronto Daily Star featuring the article "Arthur Village Gives Sons, Money, to Aid War" and tells the story of how the Village of Arthur had a population of 890 with 100 of them enrolled in World War II, with many others rejected.

75 years later, Arthur is now known as "Canada's Most Patriotic Village". They received the recognition in 2002, when David Tilson the M.P.P for Dufferin-Peel-Wellington-Grey stated in the Ontario Legislature that because of Arthur's extraordinary effort in World War II the community was being recognized as such.

Other achievements that have garnered Arthur this title include that during World War II the government ran War Bond and Victory Bond campaigns to raise money to carry on the war effort. In the first campaign in 1940, Arthur Village led all communities in Canada in reaching its objective. In every following campaign (6 in all) the Village led all communities in the county in reaching its objective. As well, during the war, a Navy League was formed in most Canadian communities, to raise funds for Canadian Sailors at sea. In September 1944, Arthur Council received an award for having raised the most per capita of any community in Ontario.

In recognition of Remembrance Day, lest we forget, the sacrifices of the people in all armed conflicts, let us also celebrate Arthur and Mount Forest's contributions, not only during World War II, but also today, as they continue their education efforts, including the many recently created murals and banners honouring our veterans in both communities.

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

**BY-LAW NUMBER 095-18**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON NOVEMBER 5, 2018.**

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

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

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on November 5, 2018 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF NOVEMBER, 2018.**

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**ANDREW LENNOX,  
MAYOR**

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**KARREN WALLACE,  
CLERK**