



Township of Wellington North

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

Regular Meeting of Council

Monday, November 18, 2013

6:30 p.m.

Municipal Office Council Chambers, Kenilworth

A G E N D A

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AGENDA ITEM	PAGE NO.
<p><u>CALLING THE MEETING TO ORDER</u></p> <p>- Mayor Tout</p>	
<p><u>PASSING AND ACCEPTANCE OF AGENDA</u></p>	
<p><u>DECLARATION OF PECUNIARY INTEREST</u></p>	
<p><u>CLOSED MEETING SESSION</u></p> <p>1. “ Legal” matter to consider advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (Section 239 (2) (f))</p>	
<p><u>ADJOURN TO COMMITTEE OF ADJUSTMENT (7:00 P.M.)</u></p>	
<p><u>RECONVENE REGULAR COUNCIL MEETING</u> (following Committee of Adjustment)</p>	
<p><u>O’ CANADA</u></p>	

AGENDA ITEM	PAGE NO.
<u>MINUTES</u>	
1. Regular Meeting of Council, November 4, 2013	01
<u>BUSINESS ARISING FROM MINUTES</u>	
<u>DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS</u>	
<u>STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS</u>	
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2. Wellington North Fire Service - Arthur Station - October 2013 Fire Report	20
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3. Report from Jeff Dahms, Fire Chief - Wellington North Fire Service Surplus Generator	24
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5. Building/Property Committee - Minutes, November 13, 2013	29
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7. Report from Michael Givens, Chief Administrative Officer - Treasurer Recruitment	41

AGENDA ITEM	PAGE NO.
<u>CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION</u>	
<u>BY-LAWS</u>	
1. 98-13 Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and the Corporation of the Township of Wellington North (Source Protection Municipal Implementation Fund)	43
2. 99-13 Being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part of Park Lots 7 and 8, South of Smith Street – 1260119 Ontario Ltd.)	62
3. 100-13 Being a by-law to authorize a Deferral Agreement pursuant to Section 27 of the Development Charges Act. (Park Lot 5, South of Clyde Street, Plan Mount Forest, Except Part 1, 61R11461, Township of Wellington North, County of Wellington) – known as 420 Clyde Street, Mount Forest, ON (Hummel)	65
<u>OTHER/NEW BUSINESS</u>	
<u>ITEMS FOR COUNCIL'S INFORMATION</u>	
(copies available for review in Clerk's Office and at Council Meeting)	
Cheque Distribution Report dated November 13, 2013	69
<u>NOTICE OF MOTION</u>	
<u>ANNOUNCEMENTS</u>	

AGENDA ITEM	PAGE NO.
<u>CONFIRMING BY-LAW NO. 101-13 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u>	77
<u>ADJOURNMENT</u> Catherine More, Deputy Clerk	

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 4, 2013

7:00 p.m.

Members Present:

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

Also Present:

Chief Administrative Officer: Michael Givens
Deputy Clerk: Catherine More
Executive Assistant: Cathy Conrad
Business Economic Manager: Dale Small
Tourism, Marketing, Promotion Manager: April Marshall

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

A. CALLING THE MEETING TO ORDER

Mayor Tout called the meeting to order.

B. O' CANADA

C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the November 4, 2013 Regular Meeting of Council be accepted and passed with the addition of:

CLOSED MEETING SESSION

2. *"Personal" matter to consider matters about an identifiable individual, including municipal employees. (Section 239. (2) (b))*

Resolution Number: 1

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

E. MINUTES

1. Regular Meeting of Council, October 21, 2013
2. Special Meeting of Council, October 28, 2013

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the minutes of the Regular Meeting of Council held on October 21, 2013 and the Special Meeting of Council held on October 28, 2013 be adopted as circulated.

Resolution Number: 2

Carried

F. BUSINESS ARISING FROM MINUTES

None.

G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

1. April Marshall, Tourism, Marketing, Promotion Manager
Greg Baeker, Director, Cultural Development,
AuthentiCity, a division of Millier Dickinson Blais
Re: Presentation of Municipal Cultural Plan

Ms. Marshall provided background information regarding the Municipal Cultural Plan. Cultural planning is an essential economic development tool and is essential in supporting Wellington North in attracting investment, supporting creative talent and boosting tourism. With Council support an application for funding was made to the Creative Communities Prosperity fund of the Ontario Ministry of Tourism, Culture and Sport.

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THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 4, 2013

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

1. April Marshall, Tourism, Marketing, Promotion Manager
Greg Baeker, Director, Cultural Development,
AuthentiCity, a division of Millier Dickinson Blais
Re: Presentation of Municipal Cultural Plan (continued)

In January 2013 word was received that the application had been approved. AuthentiCity, a division of Millier Dickinson Blais, was chosen to assist with this project and Council approved their hiring in March 2013. A steering committee has been created. The plan will have regional and community tie-ins and will provide tools for growing our local economy. The Municipal Cultural Plan will evolve based on new needs and opportunities as they emerge.

Mr. Baeker explained how the process started in April with input from staff and the steering committee by developing a shared vision and framework for action. Cultural mapping develops an inventory of cultural resources. The plan is not a finished document but is ongoing as there will always be new organizations and assets to add. Agriculture is key to Wellington North's culture. Strategies need to be established to sustain community engagement. The goal is to create a community where people want to live and entrepreneurs want to do business. The vision of the plan is to preserve, promote and develop Wellington North's unique cultural resources to build a vibrant community and prosperous economy.

2. Gary Williamson, Wellington County Councillor, Ward 3
Re: County Update Report

Councillor Williamson provided an update on County activities.

Capital Projects include the completion of the Central Works Garage south of Elora, the Tower Street Bridge, Fergus completion in November 2013, the OPP Station in Teviotdale completion in December 2013, the Fergus Library completion in 2014, the Palmerston Carnegie Library renovation in 2015 and the Hillsburgh New Library in 2016-17.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

2. Gary Williamson, Wellington County Councillor, Ward 3
Re: County Update Report (continued)

Solid Waste projects include alteration to close the Aberfoyle landfill site, which will continue to operate as a transfer station, and a study to evaluate overall waste operations including rural and urban collection, blue box program, and number of transfer stations

Centre Wellington has passed a rezoning by-law for Groves Hospital, Fergus and Hydro One will be providing hydro to the site. A committee has been struck to review funding requests for Palmerston and Mount Forest hospitals

Wellington Terrace has been approached by the Ministry of Health to be used as a training facility for their new inspectors.

The Green Legacy Programme has marked its 10th Anniversary. Over 1.5 million trees have been planted. A larger tree and plaque will be provided to each municipality to mark the anniversary. 25,000 trees were grown from seed, 35,000 plug seedlings transplanted by students, 6,000 one gallon pots processed by staff at Damascus, and 12 schools with approximately 800 students participated.

Councillor Williamson raised concerns during 2013 budget discussions regarding the Active Transportation Plan. Letters were sent to local municipalities asking for responses. The County is still waiting for some municipalities to respond to the request for opinion on funding options for local trail systems.

Official Plan Amendment changes for Erin, Minto And Puslinch include changing the date of recognized property from April 1999 to March 1, 2005 and the allowable lot size. There are proposed changes for primary and secondary aggregate operations to apply to the County for OP Amendment for new or expanding operations, which would take responsibility off local Councils.

THE CORPORATION OF THE
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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

2. Gary Williamson, Wellington County Councillor, Ward 3
Re: County Update Report (continued)

Standard & Poor's upgraded the County's credit rating from "AA" to "AA with a positive outlook". This confirms that County finances continue to be managed responsibly and allows borrowing of money at competitive rates.

Safe Communities/Wellington County held a designation ceremony on June 22. A Community Coordinator is being hired on a 9 month contract basis. The OPP have put together road safety videos and road safety signs have been installed along County roads.

Wellington North/Safe Communities Committee has members from Arthur, Mount Forest, the Mennonite Community and youth from Wellington Heights. They provided a motorcycle training course in June, operated a food booth at the Fireworks Festival, booths at fall fairs, two October seminars on Gang Reduction after Neighborhood Training, and distributed information on Vial of Life program, Farm Safety and Seniors Fall Prevention.

3. Lynda White, Wellington County Councillor, Ward 4
Re: County Update Report

Councillor White provided an update on County Social Services activities.

The County is one of forty-seven Consolidated Municipal Services Managers responsible for delivering Ontario Works, Housing and Child Care on behalf of Province of Ontario and includes County of Wellington and City of Guelph. Child Care Services is the service manager for the licensed child care system for Wellington and Guelph. The County operates the Mount Forest Child Care and Learning Centre, offering full day full year care for 6 infants, 10 toddlers and 16 preschool children.

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

3. Lynda White, Wellington County Councillor, Ward 4
Re: County Update Report (continued)

Ontario Works, Financial and Employment Services provides monthly financial and employment assistance to eligible clients, specialized programs for youth clients, and individuals with addictions and mental health challenges, and workshops for parenting skills, life skills, and employment.

Wellington Transportation Services, through Community Resource Centre, offers transportation service for individuals that are lower income and who do not have access to a vehicles and need transportation to access necessary services. Volunteer drivers are compensated for mileage to take clients to required social services and medical appointments.

The County is a major funder of Community Resource Centre providing outreach supports:

- Crisis intervention, support and resolution
- Assistance with housing resources
- Accessing emergency shelter
- Emergency financial assistance
- Community service information and referrals
- Accessing government programs and completing forms
- Income tax preparation
- Transportation to necessary appointments
- Support and assistance to youth ages 16-24

The County provides funding support to Ramoth House in Mount Forest that offers shelter and pre and post-natal support to young pregnant women. The County also provides funding support to Guelph-Wellington Women in Crisis to deliver the Rural Women's Support Program. The program provides services to women and their children living in Wellington County who have been or are in an abusive relationship, or have experienced childhood sexual abuse/incest, recent or past sexual assault, harassment and/or stalking. Offices located in Erin, Fergus, Mount Forest and Palmerston.

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G. DELEGATIONS, DEPUTATIONS, PETITIONS, PRESENTATIONS

(continued)

3. Lynda White, Wellington County Councillor, Ward 4
Re: County Update Report (continued)

The County is service manager responsible for providing and subsidizing housing within County geographic area. Wellington County owns and directly operates 1,189 rent-geared to income housing units; owns and manages 55 affordable housing units; offers support and legislative oversight to 21 housing providers; and maintains a centralized waiting list where individuals apply for housing and identify the area and buildings they would be interested in living in.

H. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Economic Development Committee
- Minutes, October 16, 2013

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive and adopt the minutes of the Economic Development Committee meeting held on October 16, 2013.

Resolution Number: 3

Carried

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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

2. April Marshall, Tourism, Marketing & Promotion Manager
- Report regarding Municipal Cultural Plan

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive the Tourism, Marketing, Promotion Manager report dated November 4, 2013;

AND FURTHER THAT the Council of the Township of Wellington North support the Municipal Cultural Plan and the vision to preserving, promoting and developing Wellington North's unique culture resources to build a vibrant community and prosperous economy.

Resolution Number: 4

Carried

3. Administration and Finance Committee Councillor Lennox chair
- Minutes, October 28, 2013

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North receive and adopt the minutes of the Administration and Finance Committee meeting held on October 28, 2013.

Resolution Number: 5

Carried

I. CORRESPONDENCE FOR COUNCIL'S INFORMATION

None.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

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J. BY-LAWS

None.

K. OTHER/NEW BUSINESS

1. Report of Livestock Valuer
Re: Livestock Claims
 - Peter Murray, dated October 16, 2013
 - Peter Murray, dated October 25, 2013

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$535.75 to Peter Murray for a livestock claims dated October 16 and October 25, 2013.

AND FURTHER THAT Gord Flewwelling be paid \$150.00 for Livestock Valuer fees and \$33.00 for mileage.

Resolution Number: 6

Carried

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

File No. B121/13 Donald Bender

Council supported the application with the following condition:

- That the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the local municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

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THE CORPORATION OF THE
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K. OTHER/NEW BUSINESS (continued)

2. County of Wellington Planning and Land Division Committee
Re: Comments for Consent Applications: (continued)

File No. B125/13 Thomas and Wanda Smith

Council supported the application with the following conditions:

- That the Owner satisfy all the requirements of the local municipality, financial and otherwise which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the local municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- That the Owner satisfy the requirements of the local municipality in reference to parkland dedication as provided for in the Planning Act, R.S.O. 1990; and that the local municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- That the severed parcel be rezoned to allow the exceeded combined maximum floor area of accessory buildings or the buildings must be removed.

L. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report dated October 30, 2013

Grand River Conservation Authority

- Minutes, General Membership Meeting, September 27, 2013

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L. ITEMS FOR COUNCIL'S INFORMATION (continued)

Maitland Valley Conservation Authority

- Communications Notes, October 2013

AMO

- Breaking News – Canada-European Union Comprehensive Economic and Trade Agreement Announced
- Watch File –October 24, 2013
- Breaking News – AMO Marks Two-year Anniversary of 2011 Provincial Election with Status Report on AMO's Top 12 Asks

Township of Mapleton

- Notice of Public Meeting – ZBA2013-02

Thank You

- The Nelson Family

M. NOTICE OF MOTION

None.

N. CULTURAL MOMENT

Letter from J.J.W. Brown to his Aunt Maud (Brown) Ryan

Residing near Conn - June 27, 1917

November 11th, Remembrance Day, is a day designated for Canadians to take time to commemorate and honour those that have given their lives serving Canadians and helping people of other Nations.

A proud part of Wellington North's Culture is being home to the Village of Arthur, a community the designation of being "Canada's Most Patriotic Village" for their extraordinary efforts in World War I and World War II by giving Sons and Money to Aid War.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

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N. CULTURAL MOMENT (continued)

This letter, sent home from a soldier during World War I, gives us a first-hand account of the circumstances and sacrifices encountered by those that fought for our freedom.

Passed on to Arthur resident, Gail Donald, by her Grandmother, Maud Ryan, with whom the letter is addressed, from nephew, J.J.W. Brown, the letter tells the story of Brown's experiences in the trenches of France, being wounded and then transferred to hospital in Manchester, England. Brown mentions the kindness shown to him while in the hospital by the nurses and people. After recovering for six months, he then went on to Epsom and from Epsom to Hastings, where he was meant to get built up by physical training. From there he was transferred to Seaford, from where the letter was written. Here, Brown was located in a large Canadian camp where soldiers were sent directly back to France. After an encounter with his old Captain, he was then sent to Shorncliffe for an instructors' course but was delayed after spraining his ankle. Brown received corporal standing for his efforts. He concludes the letter appreciating the food he received and longing for knowledge of when the war would end and he could return home.

O. ANNOUNCEMENTS

Mayor Tout stated that the Province has announced that Wellington North will receive Source Protection Municipal Implementation Funding in the amount of \$94, 608. to help offset costs of implementing Source Water Protection Plans. A collaborative incentive could increase the grant to \$109,608. The County of Wellington and local municipalities will all receive funding for this mandated plan.

Mayor Tout reminded everyone of the Remembrance Dinner being held at the Arthur Legion on Saturday, Birmingham Lodge's service on Wednesday, the Arthur Chamber of Commerce Annual General Meeting on November 6 and the Wellington Heights Secondary School commencement on November 8.

Mayor Tout encouraged everyone to take time to thank veterans for our freedom when attending Remembrance Day services.

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 4, 2013

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P. CLOSED MEETING SESSION

1. "Property" matter to consider a proposed or pending acquisition of land by the municipality (Sec. 239 (2) (c))
2. "Personal" matter to consider matters about an identifiable individual, including municipal employees. (Section 239. (2) (b))

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT Council go into a meeting at 7:56 p.m. that is closed to the public under subsections 239 (2) (c) (b) of the Municipal Act, 2001

- *to consider a proposed acquisition or disposition of land by the municipality*
- *to consider matters about an identifiable individual, including municipal employees*

Resolution Number: 7

Carried

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT Council rise from a closed meeting session at 8:40 p.m.

Resolution Number: 8

Carried

Q. CONFIRMING BY-LAW

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 97-13 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on November 4, 2013 be read a First, Second and Third time and finally passed.

Resolution Number: 9

Carried

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THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

REGULAR MEETING OF COUNCIL

Monday, November 4, 2013

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R. ADJOURNMENT

Moved by: Councillor Lennox

Seconded by: Councillor Yake

*THAT the Regular Council meeting of November 4, 2013 be adjourned at 8:43
p.m.*

Resolution Number: 10

Carried

DEPUTY CLERK

MAYOR



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
T 519.837.2600
F 519.823.1694
1.800.663.0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9

November 13, 2013

Darren Jones, Chief Building Official
Township of Wellington North
7490 Sideroad 7 W
Kenilworth, Ontario N0G 2E0

Dear Mr. Jones:

**Re: 1260119 Ontario Ltd (Siddiqui)
Part of Park lots 7 & 8, South of Smith Street, Crown Survey
Remove Holding symbol**

PLANNING OPINION

The purpose of this application is to remove the holding symbol from the subject lands to allow the development of a cluster townhouse development. The holding was imposed until such time that municipal services were available and the necessary storm water management plans were prepared prior to development of the site.

We have no concerns with the rezoning application. The proposed rezoning conforms to the Official Plan and is in keeping with applicable Provincial policies.

SUBJECT LAND

The subject land is legally described as Part of park lots 7 & 8, South of Smith Street, Crown survey, and has frontage on Preston Street (Arthur). The property is approximately 2 ha (4.94 ac) in size and vacant.

PURPOSE

The purpose and effect of the application is to remove the holding symbol from the subject property. 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 development. Once the Holding symbol has been removed, the regulations of the Residential (R3-28 Zone) and all other applicable regulations of the Township of Wellington North Zoning by-law 66-01 shall apply to the subject land.

PROVINCIAL POLICY STATEMENT (PPS)

The area of the property subject to the zone amendment is considered to be within the settlement area of Arthur. Section 1.1.3.1 of the Provincial Policy Statement states that "settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted." Settlement areas are encouraged to include a mix of densities and land uses.

WELLINGTON COUNTY OFFICIAL PLAN

The land subject to the amendment is designated RESIDENTIAL in the Urban Centre of Arthur. Section 8.3.2 and 8.3.3 of the Residential area land use policies provide an opportunity for a variety of residential accommodations, including townhouses and apartments; which will ensure a broad range of affordable housing is available for the future. Development in these areas will

encourage intensification while acknowledging and respecting the character of existing neighborhoods and will based on an adequate level of municipal services.

LOCAL ZONING BY-LAW

The subject property is currently zoned Residential Exception Holding (R3 – 28(H)) Zone. This zoning specifies specific development provisions for street townhouses and/or cluster/block townhouses to be built on the property. The Hold (H) was put in place to ensure that adequate level of municipal services were available, and the necessary storm water management plans were prepared prior to development of the site.

I trust that these comments will be of assistance to Council in their consideration of this matter.

Sincerely,



Linda Redmond, B.A
Senior Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER _____.

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01;

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

1. THAT Schedule "A" Map 2 (Arthur) to By-law 66-01 being the Zoning By-law for the Township of Wellington North is amended by changing the zoning on Part of Park Lots 7 and 8, South of Smith Street, Crown Survey, former Township of West Luther, part of the Arthur urban area, as shown on Schedule "A" attached to and forming part of this By-law, from **R3-28 (H) Residential Exception Holding to R3-28 Residential Exception**
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 Amendment shall come into effect upon the final passing thereof pursuant to Section 36 (4) of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST AND SECOND TIME THIS ____ DAY OF _____, 2013.

READ A THIRD TIME AND PASSED THIS ____ DAY OF _____, 2013.

MAYOR

CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO _____.

Schedule "A"



Rezone from R3-28 (H) to R3-28

Passed this ____ day of _____ 2013.

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER _____.

THE SUBJECT LANDS The subject land is legally described as Part of Park lots 7 & 8, South of Smith Street, Crown survey, and has frontage on Preston Street (Arthur). The property is approximately 2 ha (4.94 ac) in size and vacant.

THE PURPOSE AND EFFECT OF THE BY-LAW is to remove the holding symbol from the above-noted area. 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 development and that a storm water management plan has been prepared. Once the Holding symbol has been removed, the regulations of the Residential Exception R3-28 Zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.



TOWNSHIP OF WELLINGTON NORTH

FIRE SERVICE



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

ARTHUR FIRE STATION REPORT OCTOBER 2013

The Arthur Fire Department responded to five calls for assistance during the month of October 2013.

Arthur Village	1 Alarm Activation 1 C O Detector Alarm
Mapleton	2 MVC 1 Fire

There were five practices held during the month of October. This brings the total number of Fire Practices with training for this year end to fifty-one. October 31st, 2013 marks the end of the fire year for the Arthur Station.

Fire Prevention Week's Open House for the Arthur Station was held on Saturday, October 5th, 2013. Public Education materials and demonstrations were made available and distributed by the Arthur Fire Fighters from 10:00 am to 2:00 pm. Refreshments were served to all in attendance.

Jim Morrison attended the Wellington County Fire Chiefs meeting held in Palmerston on October 17th, 2013.

**Fire Prevention Report
Wellington North Fire Service**

**Oct 2013
Arthur Station**

Evac. Procedures	2
Telephone Calls	25
Business/Personal Service	3
Residential	1
Assembly Occ.	1
Misc.	9
Industrial	2
Meetings	4
Complaints	0
Mercantile	0
Letter/Reports	6
Institutional	2
Burn Permits/info	3
New Construction/Plan Review	1
Occupancy Permits	0
FE Ext. Training/Talks	5
Emerg. Planning	0
Inspection Follow Up	2
Pub. Ed. Lectures/Tours	1
Pre Incident Planning	0
Fire Safety Plan Review	2
Administration	4
Court/Documents/Serving	0
Training (OFC/Local)	1

Notes:

October 22-25, 2013, I was at the Fire Public Life Safety Educator Conference in Sudbury. I was asked to be a guest speaker and showcase our inflatable fire escape planning house.



TOWNSHIP OF WELLINGTON NORTH
FIRE SERVICE



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

MOUNT FOREST FIRE STATION REPORT OCTOBER 2013

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

- | | |
|-------------------|---|
| 3 in Mount Forest | - 1 Ambulance Assist (1 VSA) |
| | - 1 C02 Alarm (Faulty Detector) |
| | - 1 Cooking problems |
| 3 in Southgate | - 1 Harvester Fire |
| | - 1 Smoke in House (Wood stove malfunction) |
| | - 1 MVC (Southgate Rd 14 & Sideroad 49 - services not required) |

There were two meeting/practice sessions held during the month of October 2013. On October 16th, 2013 sixteen members were present for a joint training session with Arthur Station and on October 28th, 2013 eighteen members were present.

On October 1st, 2013 two members attended the Wellington County Mutual Aid in Harriston.

The Mount Forest Fire Station held a very successful Open House on October 12th, 2013 for Fire Prevention Week.

The Mount Forest Fire Station Chief attended the Wellington County Chiefs meeting on October 17th, 2013 in Palmerston.

On October 24th, 2013 the Mount Forest Station Chief attended the Emergency Management Exercise in Elora.

Respectfully Submitted,
Ron MacEachern
Mount Forest Station Chief

**Fire Prevention Report
Wellington North Fire Services**

**Oct-13
Mount Forest Station**

Evac. Procedures	1
Telephone Calls	31
Business/Personal Service	13
Residential	3
Assembly Occ.	3
Misc.	17
Industrial	1
Meetings	5
Complaints	2
Mercantile	2
Letter/Reports	6
Institutional	3
Burn Permits	1
New Construction/Plan Review	1
Occupancy Permits	1
FE Ext. Training/Talks	2
Emerg. Planning	0
Inspection Follow Up	4
Pub. Ed. Lectures/Tours/House	6
Pre Incident Planning	0
Fire Safety Plan Review	2
Administration	8
Court/Documents/Serving	0
Training (OFC/Local)	2
Investigations	0

Notes:

October 22-25, 2013, I was at the Fire Public Life Safety Educator Conference in Sudbury. I was asked to be a guest speaker and showcase our inflatable fire escape planning house. It was a great opportunity to speak in front of colleagues from across Ontario and Canada. The Fire Marshalls office recognized our achievements in educating our community and pioneering the way with this type training .



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF NOVEMBER 18, 2013**

**FROM: Jeff Dahms
Fire Chief**

SUBJECT: WELLINGTON NORTH FIRE SERVICE SURPLUS GENERATOR

RECOMMENDATION

That the Council of the Township of Wellington North accept the offer of \$1300.00 for the 1991 Sommers 60kw 120/208V, 3ph Diesel surplus generator from Bailey Service Repair Company as recommended by Fire Chief Jeff Dahms.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

2. Fire Committee

- Minutes, September 17, 2013

Council received the minutes of the Fire Committee meeting held on September 17, 2013.

Council passed the following resolutions:

THAT the Council of the Corporation of the Township of Wellington North declare the 1991 Sommers 60kw 120/208V Cummins Diesel generator previously utilized at the Mount Forest Fire Station as surplus;

AND FURTHER THAT Council authorize Chief Dahms to explore the sale of the generator to the repair provider to ascertain the best possible value, as recommended by the Fire Committee.

BACKGROUND

Wellington North Fire Service has installed a new Genco 60kw 120/208V, 3ph Diesel Generator which is housed in the public works shed and will feed both the fire hall and public works in the event the power goes out. With the new unit in place the surplus 1991 Sommers 60kw 120/208V 3ph generator which does not have a working power plant has been advertised with local companies that would be interested in this very specific market. I have received an offer from the Bailey Service Repair Company to purchase the unit as is for \$1300.

This offer will offset the cost of repair that has been incurred leaving an expenditure of \$535.81.

The Emergency Generator which is housed at the Mt. Forest public works shop behind the fire hall was replaced August 2013 due to the power plant failed and was found to be more cost effective to replace the entire unit then fix the power plant which was originally install in 1991. This unit is a 60kw 120/208V, 3ph Diesel generator that has just over 300hrs. And has worked well up to the spring of 2013 when the power plant failed. The fire department had a repair service look at the motor and has incurred some cost in the process of trying to fix the motor.

PREPARED BY:

Jeff Dahms

**JEFF DAHMS
FIRE CHIEF**

RECOMMENDED BY:

Mike Givens

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

RECREATION & CULTURE ADVISORY COMMITTEE MEETING
TUESDAY NOVEMBER 5, 2013 at 8:30 A.M.
MOUNT FOREST & DISTRICT SPORTS COMPLEX MEETING ROOM

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

Also present: Linda Spahr, Recording Secretary.

DELEGATIONS:

Arthur Minor Ball

Ruth Checkley, President of Arthur Minor Softball and Jeff McKee, Past President of Arthur Minor Softball attended the meeting. An emailed letter had outlined their request for permission to use the Arthur Lower Hall for an indoor softball pitching clinic and practice facility. The group uses mush balls for safety purposes for practice indoors. Samples were distributed to Committee members. Jeff and Ruth both outlined the success of Arthur Minor Ball. For the past few years Minor Ball has used St. John's Parish Hall in Arthur but they have now outgrown the facility. They are requesting use of the hall possibly Sunday evening for a pitching clinic and Monday evening for practices. They would like to start right away. Councillor Yake gave credit to both individuals for their volunteering and thought it was a good idea to hold the clinic at the Arthur Lower Hall. Mayor Tout agreed. Chairperson Councillor Burke thanked the delegation for attending and stated Tom and Barry are to work on a rental agreement and bring back to Committee if necessary.

Mount Forest Patriots

Pam Zmija, representing the Mount Forest Patriots attended the meeting. She outlined financial problems the executive has in keeping the team going and asked for any help the Township could give the team. She stated they have a dedicated volunteer executive who have done a lot of fundraising. She explained that sponsorship had declined and they are trying to get more community support. Councillor Yake suggested that Pam put in writing suggestions the Patriots have for how the Township might help by outlining concerns and also what they are doing to raise money. Barry gave Pam some examples of fundraising from his experience. Pam indicated that the team is registered as a nonprofit corporation. Chairperson Councillor Burke also requested the Patriots come up with written ideas on how the Township might help and that the information also include number of home grown players, fundraising being done and sponsorship packages.

Lee Nelson

Lee Nelson was present to express concerns on the safety with the walking track at the Mount Forest & District Sports Complex. Lee explained she is a member of the Healthy You Group that rents the Plume Room on Tuesday and Thursday evenings and pays for use of the walking track on those nights. She indicated there is concern with ice user groups and children using the walking track for a warm up area and playing on the track. There have been several instances of physical contact and there is concern someone will be seriously hurt. Mark indicated there were a lot of children left unattended in the facility. After discussion Councillor Yake said this matter needed to be addressed and a letter sent to Minor Hockey and Councillor Franks agreed. Barry advised Committee members that a letter should go to all the ice user groups and not just Minor Hockey about use of the walking track area. The Committee agreed and Mark was given direction to send a letter to all the ice user groups. Barry is to co-sign the letter. Mark reported that Minor Hockey has not been putting equipment into their storage area properly and was directed by Mayor Tout to ensure that this is being done after each use.

Chairperson Councillor Burke then began our regular meeting by asking if there was any declaration of pecuniary interest. There was none.

MINUTES:

Moved by: Mayor Tout
Seconded by: Councillor Yake

“THAT the minutes of the October 1, 2013 Recreation meeting be accepted.”

Carried

Resolution Number: 1

BUSINESS FROM MINUTES:

There was none.

NEW BUSINESS:

Mount Forest Sports Complex Upper Room

Barry gave the Committee an update on the status of the Upper Room project. There has been some preliminary plumbing work started. The Committee asked when the work would be completed and Barry stated Brad Schwindt had indicated the project would be completed before the end of the year.

Budget 2014

Barry reported that he and the Facility Managers had met and compiled a list of 2014 Capital projects. This was given to Mike Givens, CAO. Committee members reviewed the list and discussion ensued on priorities. Councillor Yake left the meeting at 10:00 a.m. Chairperson Councillor Burke stressed the importance of staff's ideas being used to help save money in all departments. Mayor Tout stressed he would like to see savings on bulk purchasing with all Municipal departments involved.

Shinny Ice

There was discussion on the definition of Shinny Ice and the fee in both facilities. Barry suggested we change the name to Non prime time ice. This ice time would be in effect on weekdays from 7:00 a.m. to 4:00 p.m. excluding holidays to encourage usage through the day when the Arenas are not as busy. Barry will meet with Tom and Mark to set a rate and bring it back to the next Committee meeting during fee discussions. Mayor Tout stressed the importance of both facilities charging the same rates.

Fees 2015 Ice Rate

Barry provided members with a chart on ice rate comparisons with other Arenas in the area. He asked that members review the rates for our new 2015 fee schedule next meeting.

Rental Fees and Charges 2015

Barry provided Committee Members with a list of our current rental fees and charges. Chairperson Councillor Burke suggested a comparison of these rates be done and compared with other Municipalities. Barry suggested we then adjust some of the rate charges rather than simply an across the board increase by percentage. Soccer field rates were also discussed. Chairperson Councillor Burke suggested a comparison of soccer rates be done with other Municipalities.

Lion Roy Grant Pool

Barry asked that we open discussion on the current status of the Lion Roy Grant Pool and consider a plan for the future. The 2012 CIAF Plan application for renovations was not successful. The Plan itself could still be used if future funding becomes available from other Government levels. The Mayor suggested to the Committee that fundraising would need to be done first for a new or renovated Pool, rather than after it was built.

Arthur Upper Hall Rental

Tom received a call from Elections Canada inquiring on the availability of the Arthur Upper Hall to rent for a two-month period for training if a spring election is called. Barry asked Tom to contact Elections Canada and ask them to put their request in writing, outlining what will be required and then a rental contract would be prepared for approval.

CORRESPONDENCE:

A letter was received and read from Marg Rapp, Panther ball player and coach who is requesting an explanation for the diamond fee (\$64.15 taxes included) per game in Mount Forest. She reports some other area teams are currently charged \$25-\$35 per game. The matter was discussed and it was felt that rates vary from place to place depending on the service level provided. Wellington North's rate is based on full staff service including diamond dragging, lining, lights, grooming, bases and turf management being supplied by the Recreation Department. Staff will investigate other area fees and charges if available. A response letter is to be sent by Barry.

REPORTS:

Mark's written report was available for members and discussed. Mark reported problems again with the service to the Pepsi vending machine. It was down for 16 days. Mark also mentioned that the Wellington North Public Schools are currently using sports fields with no agreement in place. He is to contact the schools to discuss.

Tom's written report was available for members. Tom highlighted that new lights were installed at the Arthur Pavillion.

Barry's report for September was available for members and discussed. He reported continuing investigation on the Emergency Generator Project for Mount Forest Sports Complex and the success of the In Motion Couch Potato races. He attended the Energy Conservation Committee initial meeting and the application for the accessible doors for Arthur Community Centre had been submitted to the County.

MEMBER'S PRIVILEGES:

Mark requested that Council look into solar panels for the complex being installed on the ground rather than on the roof.

Mayor Tout had concern with the outside lights not coming on for the Mayor's Breakfast. Mark has reset the timer.

Barry reported he received an e-mail from Myrna Hutchison requesting signs be allowed on the dressing room doors at the Arthur Arena regarding a Help phone line number for kids and adults with mental disorders. A request for a board sign was also included. This is in regard to the "Get In Touch With Hutch" motto. Members had no problem with having signage displayed. Barry asked Tom to work with Mrs. Hutchinson to have this done.

NEXT MEETING:

The next meeting will be held Tuesday, December 3, 2013 at 8:30 a.m.

ADJOURNMENT:

Moved by Mayor Tout

"THAT the meeting be adjourned."

Meeting adjourned 11:25 a.m.

Minutes
Township of Wellington North
Building/Property Committee – November 13, 2013 at 9:00 a.m.
Wellington North Council Chambers

Present: Dan Yake, Councillor (Chair)
Mark Goetz, Councillor
Cathy More, Deputy Clerk
Darren Jones, Chief Building Official
Patty Wright, Building Inspector

Absent: Mike Givens, CAO

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 9:01 a.m.

Minutes- September 18, 2013

Moved by: Mark Goetz, Councillor
Seconded by: Dan Yake, Councillor (Chair)

That the Minutes of September 18, 2013 be accepted.

Carried

Business Arising from the Minutes

Darren Jones, CBO reported that the roof project for the OPP Training Centre in Kenilworth has been put out for tender and that a site meeting was conducted by N. American Roof Management Services Ltd. on November 6 and that ten roofing contractors were in attendance. The Tender for this project closes on November 15.

Building Permit Monthly Report

Moved by: Dan Yake, Councillor (Chair)
Seconded by: Mark Goetz, Councillor

THAT the Building Permit Monthly Review for period ending September 30, 2013 was reviewed and accepted.

THAT the Building Permit Monthly Review for period ending October 31, 2013 was reviewed and accepted.

Carried

Other Business

Building Department Fees

Darren Jones, CBO presented to the committee an 8% increase in Building Permit Fees, the final increment of 3 in a goal of 25% which commenced in 2012.

Moved by: Councilor Mark Goetz
Seconded by: Councilor Dan Yake, Chair

THAT the Building and Property Committee is in support of this proposed 8% increase in Building Permit Fees.

Carried

Preston Park Development

Darren Jones, CBO updated the committee on the status of Preston Park Development and informed the committee the zoning amendment to remove the holding provision was scheduled for Monday's Council meeting.

2012 Ontario Building Code

Darren Jones, CBO attended the Ontario Building Officials Association's annual meeting and training session in Hamilton in October and that the 2012 Building code comes into effect on January 1, 2014. The 2012 Building Code has provisions to require Building Officials to re-qualify which has the potential to be very costly to the Municipality. At the Ministry of Municipal Affairs and Housing update at the AMTS, Brenda Lewis, Director of the Building Branch indicated that this will be more of a refresher course on the code changes than a requalification.

Date of Next Meeting

January 15, 2013 at 9:00 a.m.

Adjournment

Moved by: Mark Goetz, Councillor
Seconded by: Dan Yake, Councillor (Chair)

Meeting Adjourned at 9:35 a.m.



Township of Wellington North

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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF NOVEMBER 18, 2013**

**FROM: MICHAEL GIVENS
CAO**

SUBJECT: COMMITTEE STRUCTURE

RECOMMENDATION(S)

That the Council of the Township of Wellington North approves the elimination of the below Standing Committees of Council effective December 31, 2013.

- Administration
- Finance
- Building and Property
- Works (Roads)
- Water and Sewer
- Fire
- Trees
- Cemetery

That the Council of the Township of Wellington North approves the 2014 Council Meeting Schedule as presented.

That the Council of the Township of Wellington North approves the amendment to the structure of the Recreation and Culture Committee to include all members of Council.

That the Council of the Township of Wellington North directs staff to prepare and present the 2014 Council remuneration by-law reflecting the revised remuneration amount as recommended by the Chief Administrative Officer.

PREVIOUS REPORTS/CORRESPONDENCE PERTINENT TO THIS MATTER

1. Report from Nigel Bellchamber-October 28, 2013.
2. Report from Nigel Bellchamber-November 2, 2013
3. Draft 2014 Council Meeting Schedule
4. By-Law Number 20-13 Council Remuneration

BACKGROUND

On August 12, 2013 Council accepted the proposal from N.G. Bellchamber & Associates to provide options for a new Committee Structure.

Based on Mr. Bellchamber's recommendations and my own observations I am suggesting the below changes to be implemented January 1, 2014.

Proposed changes-

1. Increase council meetings from twice a month to every two weeks when the calendar permits (21 scheduled meetings). The second meeting in the month to begin at 2:00pm (9 of 21). Staff will make every effort to ensure that Planning matters take place at the evening meetings and that delegations are made aware of the meeting schedule so that their appearance can be scheduled when it is most convenient to the delegation.
2. Eliminate the following Standing Committees of Council (administration, finance, building and property, works-roads, fire, water and sewer, trees and cemetery).
3. All reports to Council will be reviewed by the CAO prior to going to Council.
4. Recreation and Culture Advisory Committee structure to be amended. All members of Township Council to sit on the Committee. All other existing members would remain. Staff not to vote or make motions. Additionally minute taking will be delegated to a Township staff member to ensure compliance with section 228 (1) (c) of the Municipal Act.
5. Remaining Committee agendas should be focused on strategy and policy, not day-to-day operations.
6. Council remuneration to be adjusted to reflect the reduction in Committee meetings (per diems) and increase in number and length Council meetings.

I believe that eliminating some of the Standing Committees and encouraging the Senior Management Team to prepare and present reports directly to Council will increase transparency to the public and focus Council and staff on strategic items. Council's role is to provide direction on Township policy and develop the overall strategy for the Township. Elimination of Standing Committees will not eliminate Council's involvement with the Township issues normally reviewed at those Committee meetings. Councillors will be encouraged to raise any concerns or questions directly with the CAO so that they may be dealt with by staff in a timely manner, as opposed to waiting until a Committee meeting to raise the issue. The onus will fall to the Senior Management team to ensure that operations are efficient, effective and meeting the needs of the public that Council represents.

Financial Considerations-

In the last 3 years there has been an average of 40 total Committee meetings per member of Council. Of that 40, on average 10 were Economic Development Committee Meetings and 10 were Recreation and Culture Committee Meetings. With the proposed elimination of Committees we anticipate that there will be 20 less meetings per Councillor. As such Council per diems will be reduced by $20 \times \$75.00 = \1500.00 . I would suggest that with the frequency of Council meetings increasing and the expanded agendas that will result from additional



Township of Wellington North

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Reports to Council from staff that Mayor and Councillor remuneration be increased by \$1500.00 for the 2014 calendar year.

The implementation of these changes will be the impetus for the complete update of the Township's procedural by-law.

PREPARED BY:

RECOMMENDED BY:

Mike Givens

Mike Givens

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

To: Finance and Administration Committee, Wellington North

From: Nigel Bellchamber

Date: October 28, 2013

Subject: Council and Committee Process Recommendations

- During the appointment process for your new CAO, Council asked me to also review Committee structure recognizing it had tentatively decided to adopt a Committee of the Whole (CoW) process to replace some of its Committees.
- The Committees that could have been replaced with a CoW are the Finance and Administration Committee; Building and Property Committee; Public Works Committee; and the Fire Committee.
- The Recreation Advisory Committee and the Economic Development Committee cannot be replaced by a Committee of the Whole at present because they have non councillors as members. Also, statutory committees would continue, for example BIAs, Committee of Adjustment and Planning Advisory Committee.
- Replacing the four above mentioned committees with what is in effect another committee is neither efficient nor transparent to the public. It still means that recommendations of committee would have to wait for the next meeting of Council for action. And to the public, CoW looks just like Council!
- Having appointed a new CAO, it is the ideal time to adopt a different system and to move issues directly to Council, and require comprehensive staff reports for Council when the issues appear on the agenda.
- Once the new system "matures", it might require no more than two meetings per month of Council, but it is recommended that until that time, that Council meet every two weeks throughout the year to cope with the added workload for full Council and to keep the business cycle running smoothly.
- This would still reduce the number of meetings that members would attend and the remuneration by-law for members should be adjusted appropriately, not to increase the total remuneration, but to move some from "variable" (per meeting) to "fixed" (annual salary) to

recognize the change-a very rough guess says moving \$1500 from one category of payment to the other.

- A key factor in the success of this change would be the adoption of a standard report format for all matters coming before Council. A sample is attached and some explanatory comments follow-

- TO: box Council or Committee as appropriate and indicates the meeting date
- FROM: box The appropriate Department Head
- SUBJECT: box The subject matter
- RECOMMENDATION: box Phrased in the form of a motion. Council could consider it as a motion, consider an amended version, could decide only to receive the report and take no action; could refer back for further information, etc.
- PREVIOUS REPORTS: box For ease of reference only.
- BACKGROUND: box This is the meat of the report and states the issue, the analysis, options and the conclusion that leads to the recommendation. Appendices to the report are quite possible but should not replace the report.
- PREPARED BY: box The author. May be the person in box b or it could be another staff member reporting to that person.
- RECOMMENDED BY: The CAO should sign off on every report

To: Mike Givens, CAO, Wellington North
From: Nigel Bellchamber, N.G. Bellchamber & Associates
Subject: Committee Structure Recommendations
Date: November 2, 2013

I understand there was some confusion regarding the attached report, so I will try to be very clear.

- I recommend that the following advisory committees be disbanded after their reports to the December meetings of Council:
 - the Finance and Administration Committee; Building and Property Committee; Public Works Committee; and the Fire Committee, and that
 - matters that these committees have dealt with in past proceed directly to Council, with the enhanced report process from Administration that has been prepared for staff's implementation.
- I recommend that the Recreation Advisory Committee and the Economic Development Advisory Committee be retained as the former is required by agreement, and the latter benefits from significant citizen input
- I recommend that the issues that these two committees deal with be of broad impact, rather than operational detail (arena equipment replacement or repair, for example which can should go directly to Council) unless a new program or initiative is involved.
- Council meetings will likely be somewhat longer than in the past, at least initially, and that is why the recommendation about Council compensation structure was included in my report.
- The main benefit cited by proponents of regular Committee of the Whole meetings is the ability to look at something twice before making a final decision. That can be done with Council meetings. Motions to defer, table, refer for further information, or reconsider past decisions are all permissible at Council and can have the same effect. Committee of the Whole only slows down routine decisions, and is not transparent to the public.
- There are techniques that can be used to further enhance transparency-holding Council meetings on occasion in locations outside Kenilworth, live streaming and podcasting of meetings, newsletters and more.

- Staff resources are stretched as vacancies are being filled and a more efficient use of Councillors' time will make better use of those limited staff resources that exist, and as new staff are hired.

I would be happy to answer any questions you may have and you can reach me at 519-671-1189 or by email.

Nigel

2014 COUNCIL MEETING SCHEDULE

(subject to change – check current agenda information for specific meeting)

MEETING	DATE	COMMENCING
Council	January 13	7:00 p.m.
Council	January 27	2:00 p.m.
Council	February 10	7:00 p.m.
Good Roads Feb 23 to Feb 26		
Council	March 10	7:00 p.m.
Council	March 24	2:00 p.m.
Council	April 7	7:00 p.m.
April 21 Easter Monday		
Council	April 28	2:00 p.m.
Council	May 12	7:00 p.m.
Council	May 26	2:00 p.m.
Council	June 9	7:00 p.m.
Council	June 23	2:00 p.m.
Council	July 14	7:00 p.m.
Council	August 11	7:00 p.m.
Council	September 8	7:00 p.m.
Council	September 22	2:00 p.m.
Council	October 6	7:00 p.m.
Council	October 20	2:00 p.m.
Council	November 10	7:00 p.m.
Council	November 24	2:00 p.m.
Council	December 8	7:00 p.m.
Council	December 22	2:00 p.m.

DATES TO NOTE:

Good Roads (OGRA/Roma) is in Toronto on Sunday, February 23 to Wednesday, February 26th, 2014

AMO Conference is in London on Sunday, August 17 to Wednesday, August 20

AMCTO Conference is in Niagara Fall on Sunday, June 8 to Wednesday, June 11, 2014

CFM (Canadian Federation of Municipalities) Conference is in Niagara Falls on Friday, May 30 to Monday, June 2

ELECTION DAY is Monday October 27, 2014

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

BY-LAW NUMBER 20-13

**BEING A BY-LAW TO SET REMUNERATION FOR MEMBERS OF
COUNCIL.**

**AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,
Section 283.**

WHEREAS the Council of the Township of Wellington North deems it necessary and appropriate to pass a by-law to set the remuneration of members of Council.

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

1. That for the calendar year 2013 Council members receive the following annual remuneration for attendance at Regular and Special Council, Committee of Adjustment, Court of Revision and Public meetings:

Mayor	\$17,909.09
Councillor	\$11,939.40

2. The annual remuneration set out herein has been frozen at 2012 level for the period of 2012 to 2016 in accordance with Resolution No. 5 of Council dated May 7, 2012.
3. Pursuant to Section 283 (5) of *The Municipal Act*, one third of the remuneration paid to the elected members of Council is hereby deemed as expenses incident to the discharge of their duties as members of the Council.
4. a) Mayor and Councillor's are paid per diems for meetings within the municipality excluding Regular and Special Council, Committee of Adjustment, Court of Revision and Public meetings.
- b) Mayor and Councillor's are paid per diem and mileage for all meetings outside the municipality.
- c) Per Diem Rates:

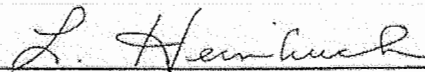
Full day meeting	\$150.00
Per meeting	\$ 75.00

5. Remuneration shall be paid to the members of Council monthly and shall be paid by direct payroll deposit.
6.
 - a) Mayor and Councillor's are paid \$800.00 in November of each year to compensate for travel expenses within the municipality.
 - b) Mileage rate is 50¢/km outside of municipality.
7. This by-law shall come into force on and take effect upon its final passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
25TH DAY OF MARCH, 2013.**



RAYMOND TOUT,
MAYOR



LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK



Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF NOVEMBER 18, 2013**

**FROM: MICHAEL GIVENS
CAO**

SUBJECT: TREASURER RECRUITMENT

RECOMMENDATION

That the Council of the Township of Wellington North authorize the CAO to engage the services of N.G. Bellchamber & Associates for the purpose of recruiting a new Treasurer.

PREVIOUS REPORTS/CORRESPONDENCE PERTINENT TO THIS MATTER

NONE.

BACKGROUND

After being appointed the Chief Administrative Officer I began the search for a new Treasurer. As part of that search I reviewed resumes from other top candidates from the previous recruitment, ads were placed in the local newspapers to satisfy the requirements of the Township Personnel Policy. Additionally, I tried to tap into my own network to try and get information out about the position.

This approach resulted in only five applications. Of the five applicants, only one had municipal experience.

I met with two candidates to discuss the position and then made contact with references for the candidates. Based on reference information it was determined that only one candidate was qualified.

On November 1st Mayor Tout, Councillor Lennox and I interviewed the remaining candidate. Based on the strong interview, I developed a competitive Employment Agreement that was forwarded to the candidate for their consideration. On November 13th the candidate choose not to accept the offer.

Based on the preceding, I would suggest that a more comprehensive recruitment process will need to be undertaken in order to find a suitable candidate for the Treasurer position. The best

approach, in my opinion, would be to utilize the services of an independent third party consultant and to proceed as quickly as possible.

Given Nigel Bellchamber's knowledge of our organization and experience within the municipal sector, I believe he is well suited to proceed with the recruitment of a Treasurer.

I would work with Mr. Bellchamber to try to have a viable candidate to present to Council prior to December 31, 2013. I think it is essential for all staff, myself included, to proceed with this process in a timely manner. The workload associated with the Treasurer position is significant and continuing without one creates a significant burden for existing staff.

PREPARED BY:

RECOMMENDED BY:

Mike Givens

Mike Givens

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 98-13

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Source Protection Municipal Implementation Fund)

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 8.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS the purpose of the Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities in preparing to implement and implementing source protection plans.

AND WHEREAS the Township of Wellington North requires funding from the Province to assist the Municipality in carrying out the Project and the Province wishes to provide such funds;

AND WHEREAS it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment with respect to the Source Protection Municipal Implementation Fund.

**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 a Grant Funding Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment with respect to the Source Protection Municipal Implementation Fund in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Chief Administrative Officer of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required under the Source Protection Municipal Implementation Fund on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF NOVEMBER, 2013.**

**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

SCHEDULE "A"
TO BY-LAW NO. 98-13

SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND
GRANT FUNDING AGREEMENT

THE AGREEMENT effective as of December 13, 2013 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

(the "Province")

- and -

The Corporation of the Township of Wellington North

(the "Municipality")

BACKGROUND:

The Province funds projects similar to the Project, defined in Article 1.

As described in Schedule A, the Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities in preparing to implement and implementing source protection plans.

The Municipality requires funding from the Province to assist the Municipality in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 In the Agreement, the following terms shall have the following meanings:

"**Agreement**" means this agreement entered into between the Province and the Municipality and includes all of the schedules listed in section 19.1 and any amendments.

"**Conflict of Interest**" includes any circumstances where in relation to its

performance under the Agreement, the Municipality's or its officers, employees or agents other commitments, relationships or financial interests could, or could be seen to, interfere with the Municipality's objective, unbiased and impartial judgment relating to the Project and the use of the Funds or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Funds" means the money the Province provides to the Municipality pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means a total amount of up to \$109,608 which consists of \$94,608 together with up to \$15,000 collaboration incentive funding (if applicable) as determined by the Province pursuant to section 3.1(a).

"Project" means any of the eligible activities described in section B.1 of Schedule "B" undertaken by the Municipality.

ARTICLE 2 TERM OF THE AGREEMENT

- 2.1 The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2016 unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

- 3.1 The Province shall:
- (a) based upon the Province's assessment of the information provided by the Municipality in the collaboration statement set out in Schedule "D", determine the exact amount of the \$15,000 collaboration incentive funding which will form part of the Maximum Funds and provide notification of that exact amount to the Municipality;
 - (b) provide the Municipality up to the Maximum Funds for the purpose of carrying out the Project; and
 - (c) provide the Funds to the Municipality in accordance with the payment schedule attached to the Agreement as Schedule "C" or at any other time for any reason in the sole discretion of the Province.

- 3.2 Despite section 3.1 the Province:
- (a) is not obligated to provide instalments of Funds until it has approved the reports as set out in Schedule "C";
 - (b) may adjust the amount of Funds it provides to the Municipality based upon the Province's assessment of the information provided by the Municipality pursuant to section 6.1.
- 3.3 The Municipality shall:
- (a) carry out the Project in accordance with the terms and conditions of the Agreement and in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) subject to section 3.3 (d), spend the Funds only on eligible costs and eligible activities as set out in Schedule "B"; and
 - (d) notwithstanding anything else in this Agreement, not spend the Funds on any ineligible activities or ineligible costs as set out in Schedule "B".
- 3.4 The Municipality shall not make any changes to the Project without the prior written consent of the Province.
- 3.5 The Municipality acknowledges that the Funds available to it from the Province pursuant to the Agreement shall not exceed the Maximum Funds. The Municipality undertakes to incur all costs associated with the Project should it exceed the Maximum Funds.
- 3.6 The Province is not the owner of any intellectual property generated as a result of the Agreement.

ARTICLE 4 ACQUISITION

- 4.1 The Municipality agrees that if it buys any supplies, equipment or services with the Funds, it will ensure the best value for money.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 The Municipality shall avoid any Conflict of Interest in the performance of this Agreement and shall disclose to the Province, without delay, any actual or potential Conflict of Interest.

ARTICLE 6
REPORTING, ACCOUNTING AND REVIEW

- 6.1 The Municipality shall submit to the Province all reports set out in Schedule "D" or any other reports as required by the Province. All reports will be approved by the Province.
- 6.2 The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' notice to the Municipality and during normal business hours, enter upon the Municipality's premises to review the progress of the Project and the Municipality's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:
- (a) inspect and copy any financial records (including invoices) and non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (b) conduct an audit or investigation of the Municipality in respect of the expenditure of the Funds and/or the Project.
- 6.3 To assist in respect of the rights set out in section 6.2, the Municipality shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

ARTICLE 7
LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The Province's officers, employees and agents shall not be liable to the Municipality or any of the Municipality's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province's officers, employees and agents.
- 7.2 The Municipality shall indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.

ARTICLE 8 INSURANCE

- 8.1 **Municipality's Insurance.** The Municipality represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipality's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 8.2 The Municipality shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 8.1. Upon the request of the Province, the Municipality shall make available to the Province a copy of each insurance policy.

ARTICLE 9 TERMINATION

- 9.1 The Province in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Province under this Agreement or at law or in equity, may terminate the Agreement at any time, for any reason, upon giving at least 15 days notice to the Municipality.
- 9.2 If the Province terminates the Agreement, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality and/or (ii) determine the reasonable costs for the Municipality to wind down the Project, and permit the Municipality to offset those wind down costs against any amount owing pursuant to (i); and/or (iii) subject to section 3.5, provide Funds to the Municipality to cover those wind down costs.

ARTICLE 10 REPAYMENT

- 10.1 If, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may (i) reduce the amount of the Funds and, in consultation with the Municipality, change the Project or (ii) immediately terminate the Agreement. If the Province terminates the Agreement, the Province may (i) cancel all further instalments of Funds, and/or (ii) demand repayment as set out in Section 9.2(i) and/or (iii) determine reasonable costs as set out in Section 9.2(ii) and/or section 9.2(iii).
- 10.2 If in the sole opinion of the Province, the Municipality breaches any representation, warranty, covenant or other material term of the Agreement, fails to carry out the Project, fails to provide reports or improperly uses or spends Funds, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality, (ii) demand the repayment of an amount equal to any Funds the Municipality used, but did not use in accordance with the Agreement, and/or (iii) demand the repayment of an amount equal to any Funds the Province provided to the Municipality.
- 10.3 If the Municipality fails to pay any amount demanded by the Province, the Municipality acknowledges and agrees that the Province may deduct any unpaid amount from any money payable to the Municipality by the Province, or may exercise any other remedies available to the Province to collect the unpaid amounts.
- 10.4 The Municipality shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 11.1

ARTICLE 11 NOTICE

- 11.1 Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Municipality respectively as set out below, or as either party later designates to the other by notice:

To the Province:

Ministry of the Environment
40 St. Clair Ave. West,
14th Floor
Toronto, ON M4V 1M2

Attention: Manager,
Source Protection Implementation, Source Protection Programs Branch

Fax: 416-212-2757
Email: SourceProtectionFunding@ontario.ca

To the Municipality:

The Corporation of the Township of Wellington North
7490 Sideroad 7W
Kenilworth, ON
N0G 2E0

Attention: Michael Givens, Chief Administrative Officer

Fax: 519-848-3228

Email: mgivens@wellington-north.com

- 11.2 Notices shall be deemed to have been received (a) in the case of postage-prepaid mail, 7 days after a party mails the notice; or (b) in the case of email, personal delivery or fax, at the time the other party receives the notice. In the event of a postal disruption, notice by postage-prepaid mail shall not be deemed to be received and the party giving notice shall provide notice by email, personal delivery or by fax.

**ARTICLE 12
MUNICIPALITY'S POWER TO ENTER INTO AGREEMENT**

- 12.1 The Municipality represents and warrants that it has the full power and authority to enter into the Agreement.

**ARTICLE 13
SEVERABILITY OF PROVISIONS**

- 13.1 The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 14
WAIVER**

- 14.1 If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver in accordance with the notice provisions in Article 11. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 15
INDEPENDENT PARTIES**

- 15.1 The Municipality acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Municipality shall not take any actions that could establish or imply such a relationship.

**ARTICLE 16
GOVERNING LAW**

- 16.1 The Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 17
FORCE MAJEURE**

- 17.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

**ARTICLE 18
SURVIVAL**

- 18.1 The provisions in Article 1, any other applicable definitions, sections 3.1(b), 3.1 (c), 6.1 (to the extent that the Municipality has not provided the reports to the satisfaction of the Province), 6.2, 6.3, Article 7, Section 9.2, Articles 10, 11, 13, 16, 18, 19, and 20, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement.

**ARTICLE 19
SCHEDULES**

- 19.1 The Agreement includes the following schedules: (a) Schedule "A" – Background and Objectives; (b) Schedule "B" – Eligible Costs and Activities; (c) Schedule "C" - Payment; and (d) Schedule "D" - Reports.

**ARTICLE 20
ENTIRE AGREEMENT**

- 20.1 The Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 20.2 The Agreement may only be amended by a written agreement duly executed by the parties.

The parties have executed the Agreement as of the Effective Date.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment**

Name: Ling Mark
Title: Director,
Source Protection Programs Branch
Pursuant to delegated authority

Date: _____

The Corporation of the Township of Wellington North

Name: Michael Givens
Title: Chief Administrative Officer
Date: _____

Name: Raymond Tout
Title: Mayor
Date: _____

I/We have authority to bind the Municipality.

Schedule "A"

BACKGROUND and OBJECTIVES

A.1 BACKGROUND

Ontario is committed to protecting drinking water from source to tap. The *Clean Water Act, 2006* enables communities to protect their drinking water sources through the preparation of collaborative, locally developed, science-based assessment reports and source protection plans.

Municipalities have a key role to play in implementing these plans. On May 2, 2013 the Province announced, as part of the 2013 Ontario Budget, an investment to help support small municipalities protect existing and future sources of drinking water. The Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities.

A.2 FUND OBJECTIVES

A.2.1 Source Protection Municipal Implementation Fund Objective and Goals

The objective of the Source Protection Municipal Implementation Fund is to provide funding to assist small, rural municipalities in fulfilling policy obligations for significant drinking water threats as specified in an approved or proposed source protection plan that has been submitted for approval.

Those with policy obligations under source protection plans, including municipalities, are required to undertake preparatory activities such as acquiring the necessary resources (human, financial and technical) to position themselves to deliver on their obligations under the *Clean Water Act, 2006* and source protection plans.

The goals of the Source Protection Municipal Implementation Fund are to help build municipal capacity to implement source protection plans; and support sustainable, local actions to protect drinking water.

A.2.2 Project Objectives

The objectives of the Project are for the Municipality to use the Funds toward fulfilling their responsibility to implement one or more of the following significant drinking water threat policies in an approved or proposed source protection plan that has been submitted for approval:

- Policies for the purpose of Part IV of the *Clean Water Act, 2006*;
- Policies that govern *Planning Act* decisions;
- Policies that establish education and outreach programs; or
- Policies that specify other types of actions the municipality is required to take.

A.3 COLLABORATION INCENTIVE

To support the development of sustainable, local actions to protect drinking water and to help increase collaboration efforts among municipalities, up to \$15,000 in funding from the Source Protection Municipal Implementation Fund is available to each eligible municipality that collaborates with other municipalities. The Maximum Funds amount referenced in Article 1 includes the amount of up to \$15,000. As set out in section 3.1(a), the Province will determine the exact amount of the collaboration incentive funding based on the information set out in the collaboration statement referred to in Schedule "D." In order to receive any of the \$15,000, the Municipality must complete the collaboration statement and provide it to the Province by the due date shown in Schedule "D". The Province will subsequently notify the Municipality of the amount of collaboration incentive funding the Municipality is entitled to, based on the collaboration statement.

The Municipality's eligibility for this collaboration incentive funding is dependent upon the number of other municipalities that the Municipality has joined with to perform the Project. The Municipality may receive one of following amounts: \$5,000 for collaborating with one to two other municipalities; or \$10,000 for collaborating with three other municipalities, or \$15,000 for collaborating with four or more other municipalities.

To be eligible for this collaboration incentive funding, the Municipality must meet the following criteria:

- a) Municipal collaborator(s) are located in a source protection area and have vulnerable areas where activities could be a significant drinking water threat;
- b) Collaboration activities are related to the eligible activities listed in Schedule "B," section B.1; and
- c) Collaboration activities must take place within a reasonable time frame.

SCHEDULE "B"

ELIGIBLE COSTS AND ACTIVITIES

B.1 Eligible Activities

The Municipality may only spend the Funds on the following eligible activities undertaken by the Municipality, or are undertaken on the Municipality's behalf, between December 13, 2013 and December 7, 2015 that are directly related to the following:

Risk management

- a) Establishing and enforcing risk management plans under Part IV of the *Clean Water Act, 2006*;
- b) Communication with landowners affected by policies pertaining to Part IV of the *Clean Water Act, 2006*;
- c) Refining the number of threats within the Municipality pertaining to Part IV of the *Clean Water Act, 2006*;

Land use policies

- d) Implementing the Municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats;

Education and outreach

- e) Implementing education and outreach policies to address significant drinking water threats;

Other activities

- f) Working with the local source protection authority and local source protection committee to understand the Municipality's requirements under the source protection plan;
- g) Developing and/or modifying the Municipality's business processes in order to implement significant drinking water threat policies;
- h) Establishing processes for information sharing among municipalities and source protection authorities;
- i) Developing a reporting framework for the Municipality that aligns with the collection of data under section 65 of Ontario Regulation 287/07, made under the *Clean Water Act, 2006*; and
- j) Other activities the Municipality undertakes to fulfill its requirements to implement significant drinking water threat policies.

B.2 Ineligible Activities

The following activities are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Refining the number of threats within the Municipality not pertaining to Part IV of the *Clean Water Act, 2006*;
- b) Threat refinement work already funded by the Province through source protection authorities;
- c) Activities that are already funded through another program, funding body, partners, or other means;
- d) Activities that are funded by the Source Protection Municipal Implementation Fund through another municipality;
- e) Fulfilment of the Municipality's responsibilities as a property owner undertaking activities identified as significant drinking water threats;
- f) Fulfilment of the Municipality's responsibilities under other legislation (e.g., Building Code); and
- g) Activities not related to fulfilling the Municipality's requirements to implement significant drinking water threat policies specified in an approved or proposed source protection plan that has been submitted for approval.

B.3 Eligible Costs

The eligible costs listed below must be directly related to the source protection implementation activities outlined in B.1:

- a) Municipal staff salaries and benefits for time spent working on the Project (such as hiring or re-assigning Municipal staff to serve as Risk Management Officials and Risk Management Inspectors as specified under the *Clean Water Act, 2006*; or administrative support required to establish and/or maintain the Risk Management Office);
- b) Fees incurred for contracted professional services from professionals, technical personnel, consultants, and contractors for work on the Project (such as hiring a consultant to support the Risk Management Official in determining appropriate measures the Municipality should include in a risk management plan); and
- c) Printing and distribution costs related to education and outreach programs and activities necessary to implement a source protection plan.

B.4 Ineligible Costs

The following costs are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Travel, meals, accommodation and hospitality;
- b) Overhead (such as rent, utilities, human resources services, office supplies);
- c) Capital (such as vehicles, office furniture, computers, software licenses, etc.);
- d) Training (including staff and contracted professional services associated with training);
- e) Land expropriation or purchase;
- f) Incentives or compensation for property owners; and
- g) Costs for establishing risk management plans if costs have been or will be recovered from property owners.

SCHEDULE "C"

PAYMENT

MILESTONE	AMOUNT
Following Province execution of Agreement	\$38,017
Following Province approval of progress report as indicated in Schedule D (if applicable)	\$37,724
Following Province approval of collaboration statement as indicated in Schedule D (if applicable)	Up to \$15,000 as determined by the Province (see Schedule "A," section A.3)
Following Province approval of final report as indicated in Schedule D	\$18,867

Schedule "D"

Reports

Name of Report	Due Date
1. Collaboration Statement (if applicable)	December 12, 2014
2. Progress Report	December 12, 2014
3. Final Report	December 11, 2015
4. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Municipality will use the collaboration statement template to set out the following:

- (i) A brief description of the collaboration activities, the municipalities that are collaborating, and the lead organization for each activity;
- (ii) the policies that the activities are supporting;
- (iii) the timelines for each activity; and
- (iv) the contact information and signatures of the collaborating municipalities.

2. The Municipality will use the progress report template which will set out the following:

- (i) actions undertaken to the date of the report in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on general progress under the Project, including how it is meeting the Project objectives outlined in Schedule "A", section A.2.2;
- (iii) an assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s); and
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province.

3. The Municipality will use the final report template which will include the following:

- (i) a final description of the actions undertaken in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on all progress under the Project, including a confirmation that the Project objectives outlined in Schedule "A", section A.2.2 were met;
- (iii) a final assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s);
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province;
- (v) a description of the status of the progress made as a result of the collaboration activities, including any variance from the information provided in the collaboration statement; and
- (vi) an accounting of any unspent Funds and an explanation as to why there are remaining Funds.

4. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

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

BY-LAW NUMBER 99-13

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part of Park Lots 7 and 8, South of Smith
Street – 1260119 Ontario Ltd.)**

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01;

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

1. THAT Schedule "A" Map 2 (Arthur) to By-law 66-01 being the Zoning By-law for the Township of Wellington North is amended by changing the zoning on Part of Park Lots 7 and 8, South of Smith Street, Crown Survey, former Township of West Luther, part of the Arthur urban area, as shown on Schedule "A" attached to and forming part of this By-law, from **R3-28 (H) Residential Exception Holding to R3-28 Residential Exception**
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 Amendment shall come into effect upon the final passing thereof pursuant to Section 36 (4) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF NOVEMBER, 2013.**

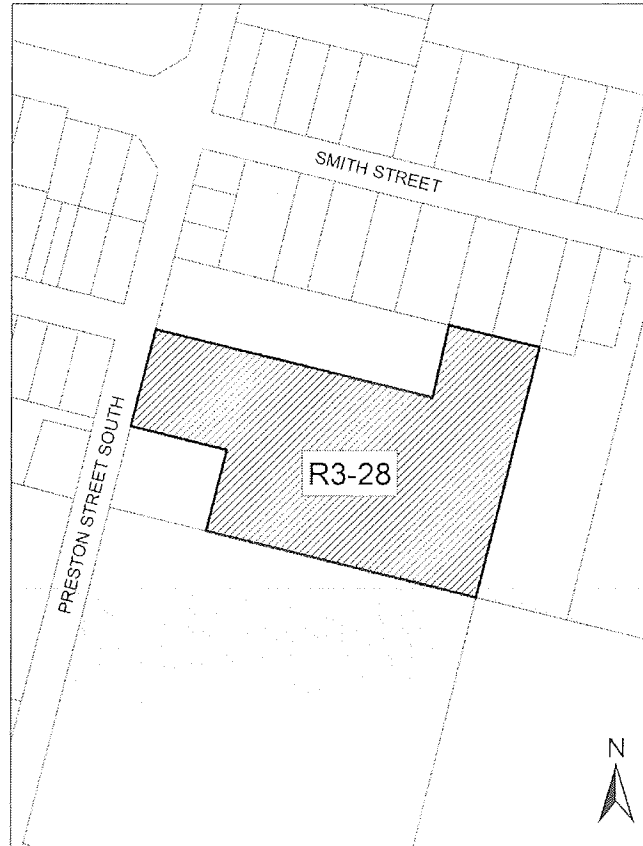
**RAYMOND TOUT
MAYOR**

**CATHERINE MORE
DEPUTY CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 99-13

Schedule "A"



Rezone from R3-28 (H) to R3-28

This is Schedule "A" to By-law No. 99-13
Passed this 18th day of November, 2013

RAYMOND TOUT
MAYOR

CATHERINE MORE
DEPUTY CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 99-13

THE SUBJECT LANDS The subject land is legally described as Part of Park lots 7 & 8, South of Smith Street, Crown survey, and has frontage on Preston Street (Arthur). The property is approximately 2 ha (4.94 ac) in size and vacant.

THE PURPOSE AND EFFECT OF THE BY-LAW is to remove the holding symbol from the above-noted area. 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 development and that a storm water management plan has been prepared. Once the Holding symbol has been removed, the regulations of the Residential Exception R3-28 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**

BY-LAW NUMBER 100-13

BEING A BY-LAW TO AUTHORIZE A DEFERRAL AGREEMENT PURSUANT TO SECTION 27 OF THE *DEVELOPMENT CHARGES ACT*. (Park Lot 5, South of Clyde Street, Plan Mount Forest, Except Part 1, 61R11461, Township of Wellington North, County of Wellington) – known as 420 Clyde Street, Mount Forest, ON (Hummel)

WHEREAS the Council of the Corporation of the Township of Wellington North passed By-law 51-13 under the provisions of the *Development Charges Act* (“the Act”)

AND WHEREAS Section 27 of the Act provides that the Township may enter into an Agreement with a person who is required to pay a development charge that provides for all or any part of the development charge to be paid after it would otherwise be payable;

AND WHEREAS it is deemed expedient to enter into such an Agreement with Andrew Paul Hummel and Laurie Patricia Hummel, the owners of the following lands:

Park Lot 5, South of Clyde Street, Plan Mount Forest, Except Part 1, 61R11461, in the Township of Wellington North, in the County of Wellington (the “lands”)

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

1. The Corporation shall enter into an Agreement with Andrew Paul Hummel and Laurie Patricia Hummel in the form of the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Deputy Clerk of the Corporation be and they are hereby authorized and directed to sign the Agreement on behalf of the Corporation when it has been signed by the owners of the lands and the Clerk is hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF NOVEMBER, 2013.

RAYMOND TOUT
MAYOR

CATHERINE MORE
DEPUTY CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 100-13

SCHEDULE 1

AGREEMENT
(Section 27 *Development Charges Act*)

THIS AGREEMENT made this day of November, 2013.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called "the Township")
OF THE FIRST PART

- and -

ANDREW PAUL HUMMEL AND LAURIE PATRICIA HUMMEL
of the Township of Wellington North, in the County of Wellington
(hereinafter called "the Owners")
OF THE SECOND PART

WHEREAS:

- (A) The Owners are the owners of the following property having Property Identifier Number
- (B) 71075-0325 LT: Park Lot 5, South of Clyde Street, Plan Mount Forest, Except Part 1, 61R11461, in the Township of Wellington North, in the County of Wellington ("the lands")
- (C) The Owners propose to develop the lands by constructing a single residential home thereon and has made application to the Township for a building permit to enable construction to proceed.
- (D) Pursuant to the *Development Charges Act* and the Township's By-law 51-13 passed under it, the Owner must pay development charges to the Township prior to the issuance of a building permit for the construction and Section 27 of the Act provides that the Township may enter into an Agreement with the Owner providing for all or any part of the said development charge to be paid after it would otherwise be payable.
- (E) The Owners have requested the Township to defer the payment of that part of the development charges applicable to the development that pertain to sanitary sewer (wastewater), water services and water and wastewater vehicles.
- (F) The Township's By-law 51-13 provides that the Council of the Township may enter into deferral agreements with respect to all or any part of a development charge as authorized by Section 27 of the Act.

NOW THEREFORE IN CONSIDERATION of the terms of this Agreement and pursuant to Section 27 of the *Development Charges Act*, the parties hereto agree as follows:

1. The Owners acknowledge and agree that development charges are payable with respect to the development, which charges include a charge of \$8,822.00 for the sanitary sewer (wastewater), \$2,278.00 for the water services and \$16.00 for the water and wastewater vehicles components of the overall development charge and have requested the Township to defer the payment of those components and those sums until such time as the Township's sanitary sewer (wastewater) and water services systems are in place and available to service the land.

2. The Township shall defer the requirement for the payment by the Owners of the sanitary sewer (wastewater), water services and water and wastewater vehicles components of the overall development charge for the development until the date when the Township's sanitary sewer (wastewater) and water services systems are in place and available to the lands ("the payment date").
3. The deferred partial development charge in the amount of \$8,822.00, the deferred partial development charge in the amount of \$2,278.00 and the deferred partial development charge in the amount of \$16.00 shall become due and payable on the payment date.
4. If the deferred partial development charge or any part of it has not been paid within 30 full days after the payment date, the Township shall be entitled to recover the unpaid amount by adding such amount to the property tax roll for the lands and the Township shall collect such amount as taxes pursuant to Section 32(1) of the *Development Charges Act*.
5. The Owners consent to the registration of this Agreement by the Township on the title to the lands.
6. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, estate trustees, successors and assigns.

SIGNED by the Township this _____ day of November, 2013.

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

Per: _____
Raymond Tout – Mayor

Per: _____
Catherine More, Deputy Clerk

We have authority to bind the Corporation.

SIGNED by the Owners this _____ day of November, 2013.

Witness

Andrew Paul Hummel

Witness

Laurie Patricia Hummel

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 101-13

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON NOVEMBER 18, 2013.

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

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

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

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

1. That the action of the Council at its Regular Meeting held on November 18, 2013 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 18TH DAY OF NOVEMBER, 2013.**

RAYMOND TOUT
MAYOR

CATHERINE MORE
DEPUTY CLERK

MEETINGS, NOTICES, ANNOUNCEMENTS

Wednesday, November 20, 2013	Economic Development Committee	4:30 p.m.
Tuesday, November 26, 2013	Water and Sewer Committee	8:30 a.m.
Tuesday, November 26, 2013	Roads Committee	Following Water/Sewer Committee
Monday, December 2, 2013	Committee of Adjustment	7:00 p.m.
Monday, December 2, 2013	Regular Council Meeting	Following Committee of Adjustment
Tuesday, December 3, 2013	Recreation & Culture Advisory Committee	8:30 a.m.
Monday, December 16, 2013	Regular Council Meeting	7:00 p.m.
Tuesday, December 17, 2013	Water and Sewer Committee	8:30 a.m.
Tuesday, December 17, 2013	Roads Committee	Following Water/Sewer Committee

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

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

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