



Township of Wellington North

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

Regular Meeting of Council

Monday, December 5, 2011 – 7:00 p.m.

Municipal Office Council Chambers, Kenilworth

AGENDA

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<p><u>ANNOUNCEMENTS</u></p> <p><u>CLOSED MEETING SESSION</u></p> <p>1. "Legal, Personnel, Property" matters</p> <p><u>CONFIRMING BY-LAW NO. 89-11, 2011 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p> <p><u>ADJOURNMENT</u></p> <p>Lorraine Heinbuch, C.A.O./Clerk</p>	93

TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, November 21, 2011

The Public Meeting was held Monday, November 21, 2011 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider a Zoning Amendment application.

Present:

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

Absent:

Councillor: Dan Yake

Also Present:

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

Mayor Tout called the meeting to order.

Declaration of Pecuniary Interest:

None declared.

Owner: 1530953 Ontario Ltd.

THE LOCATION OF THE SUBJECT PROPERTY is described as 161 Eliza Street, Arthur. The property contains the former Arthur Public School.

THE PURPOSE AND EFFECT of the amendment is to rezone the property to an appropriate residential and commercial category. The owner is proposing to redevelop the site with residential uses and some commercial uses. The existing building is proposed to be converted into residential apartments and a limited amount of commercial. Townhouses are proposed on the remaining land. This is the second public meeting being held for this site.

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

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

1. Notice for this public meeting was sent to property owners within 120m and required agencies and posted on the property on October 27, 2011.
2. Application for Zoning By-law Amendment
 - Including Traffic Impact Study
3. Presentations by:

Linda Redmond, Planner, reviewed her, dated November 15, 2011.

- Public Meeting Minutes, November 9, 2009

The proposal is for the redevelopment of the former Arthur Public School site. The owner is proposing to convert the existing vacant school into 67 senior apartments and add approximately 300 sq.m (3229 sq.ft.) of commercial area. The north portion of the property (former playing field) is proposed for 16 townhouse units. There will be 23 street townhouse units, 14 are proposed to front on Eliza Street and 9 are proposed to front on Isabella Street.

Overall this development appears to be an efficient reuse of an existing vacant school property and a great example of intensification and infill. There are a few overall design issues related to density and access. There are also some minor zoning variances that are required in order to accommodate this proposal. Staff still requires some clarification with respect to the apartment and commercial component of the development before proceeding with a by-law.

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The subject lands are located at 161 Eliza Street, Arthur. The property has an area of approximately 1.86 ha. (4.59 ac.) and has frontage on Eliza, John and Isabella Streets. The lands are currently occupied by the former Arthur public school building which is currently vacant. The property is primarily surrounded by residential properties.

The proposal is to rezone the property to an appropriate residential and commercial category. The owner is proposing to redevelop the site with residential uses and some commercial uses. The existing school building is proposed to be converted into 67 residential apartments and a limited amount of commercial. The remainder of the property will be developed with 23 street townhouses and 16 cluster townhouse units.

The property is designated RESIDENTIAL in the Wellington County Official Plan. According to Policy 8.3.3 of the County Official Plan the predominant use of land in those areas designated Residential shall be residential and provides for a variety of housing types from low rise and low density to medium density. Section 8.3.5 outlines criteria for medium density developments which includes: density targets, development on full services, compatibility with surrounding land uses, adequate on-site parking, amenity area's and storm water management. Some non residential uses are also recognized uses within the Residential designation.

Section 8.3.5 a) establishes density targets for medium density residential uses as follows: 14 units/acre for townhouses or row houses and 30 units/acre for apartments. This development is a combination of all three dwelling types. The property appears to exceed the density criteria by 12 units and is shown on the following table:

	Dwelling Type	Area	Density permitted	Density provided
Parcel A	(to be severed) – Row Houses	0.5 ac (2119 m2)	7 units	9 units
Parcel B	(to be severed) – Row Houses	0.8 ac (3264 m2)	11 units	14 units
Parcel C	Apartment & Commercial	2 ac. (8440 m2)	60 units	67 units
	Townhouses	1.16 ac (4705 m2)	16 units	16 units

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Section 4.6.1 outlines a number of studies that may be required in order to assess the merit of planning applications. These studies may propose ways of reducing or eliminating any negative impacts that may result from the development. The developer has completed a traffic impact study.

Under the Zoning By-law the subject property is zoned Institutional (IN). The property should be placed in a site specific Residential/Commercial zone. A draft by-law had not been prepared. Although formal Site Plan approval has not been completed, staff had completed a zoning review of the most recent Site Plan, last revised on September 12/11. A copy of the zoning review was attached. In summary the following deficiencies will need to be addressed through the zoning by-law:

- Parking – 1 space per unit (1.5/unit required) for Street townhouse units (23 units)
- Lot area reduction for apartment (former school) 9686 sq.m required – 8440 sq.m. provided.
- Interior side yard setback (former school expansion) 4.3m required – 4.2m provided.
- Rear yard setback (former school) 7.6m required – 7.45m provided.

Other zoning requirements that need to be considered or clarified include:

- Buffer area – buffer is required along the northerly and westerly yards which abut residential uses (section 6.3).
- Common Amenity Area – is required for the apartment and 16 unit townhouse. The apartment requires an area of approximately 3821 sq.ft. and the townhouse requires an area of 1297 sq.ft. (section 6.6).
- Type and floor area of apartment units.
- Type of commercial use proposed.

At the Public meeting in 2009 the Developer's Planner stated that the apartment units are proposed to be approximately 350 sq.ft. This does not meet the minimum floor area for a bachelor unit which is 398 sq.ft. Also a one bedroom apartment is to be a minimum of 538 sq.ft. It would be preferable to see a variety of unit types within the proposed apartment building.

According to the Site Plan Control By-law, this proposal will be subject to Site Plan approval. Ms. Redmond suggested that Site Plan approval be obtained in principle prior to adoption of the by-law.

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This application was before Council on November 9, 2009. At that time a number of residents were in attendance and had the following concerns/comments:

- Type of commercial use proposed.
- Size and scale of street townhouse units (height).
- Density too high.
- Traffic issues.
- Property values.
- Storm Water Management – lots of flooding currently on property.
- Some residential properties drain onto school property – how will this be dealt with.
- Concerns with crime on the site.
- Would like access onto Isabella – too much coming onto Eliza with current plan.
- Concerned with subsidized housing.
- Assurance that project will be completed in a timely manner.
- Buffering.

Council requested the applicant complete a traffic impact study and storm water management plan. A draft traffic impact study was submitted and was reviewed by Triton Engineering on behalf of the Township.

There are currently two applications for severance on the subject lands. These applications were deferred until such time that Council has dealt with the Zone Amendment and Site Plan approval of the overall parcel. The parcels to be severed are proposed for street townhouses as shown on the site plan. It should be noted that the two proposed townhouse blocks will not conform to maximum allowable density as per the Official Plan.

It is proposed that the street townhouses be severed. The parking requirement of 1.5 spaces per unit is difficult to achieve with this type of dwelling. The units are proposed to have garages which will essentially provide two off street parking spaces. The developer is proposing to provide 20 extra parking spaces within the development for the street townhouse units. This option would be difficult to implement once the lots have been severed from the overall property. The preference would be to amend the by-law to allow 1 parking space per townhouse unit which is the same requirement for a single family dwelling. The 20 extra parking spaces will still be available for use as well as on street parking.

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Further, the apartment has been reviewed as a senior building at 1 parking space per unit, while other apartment dwellings require 1.5 spaces per unit. This makes sense from a use perspective as seniors tend to have less vehicles per household, however the Township has no control over the type of residents who will ultimately reside in the building. As such it would be preferable that the extra 20 parking spaces referred to earlier be available for apartment overflow parking, visitors and the street townhouse units.

Parking located in exterior side yard is permitted for commercial uses, however it should be noted that parking would not be permitted in this yard if the building becomes all residential.

There are three issues with overall design which staff has discussed with the Developer's Planner. First issue is the number of Street Townhouse units. Although the By-law does not limit the number of units permitted in a row, staff has advised that we would prefer to have no more than 6 units attached with breaks. Second issue is an access onto Isabella Street. The site plan shows this access for emergency use only, with a gate. Staff would prefer that this be a fully utilized access. Finally the overall density appears to be higher than the Official Plan recommends.

Consideration needs to be given to the capacity of Municipal services and whether there is sufficient capacity and allocation for this proposal. My understanding is that there is allocation of 42 units for this site. The amending by-law should place any portion of lands that would not have allocation in a holding zone until such time that capacity is available. Further given the sewage constraints, Council should consider what phasing is preferable.

The type of commercial use is unknown at this time. Through discussions with the Planner it is understood that the intention is to have uses that would service the senior residents of the apartments such as a restaurant, variety store or salon etc. We would want to ensure that any commercial use that locates there does not compete with the downtown core area of Arthur. The by-law for this property should include controls for this use.

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4. Review of Correspondence received by the Township:
 - Ray Kirtz, Township Engineer, Triton Engineering Services
 - General & Transportation Impact Study Comments
 - Rezoning Submission Comments
 - Liz Yerex, Resource Planner, Grand River Conservation Authority
 - No objection
5. The by-law will be considered at a future regular Council Meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.
6. Mayor Tout opened the floor for any questions/comments.

The Owner and his Agent were present to answer any questions.

Scott May, owner's agent, explained that they have prepared a traffic study and pre-servicing report regarding stormwater, as requested. Site Plan Approval would get into specifics of engineering. This work has already been completed and forwarded to Triton. They have addressed the previous concerns. The intent is to create a streetscape where each unit is different to get away from a repetitive design. In regards to the density issue the Zoning By-law is being implemented. They are complying with the existing zoning for lot frontage and setbacks. The unit sizes for the bachelor, one and two bedrooms comply with the existing unit size as per the by-law

David Emery, 160 Eliza Street, questioned the reference to John Street in the Traffic Report. John Street was renamed as part of Eliza Street shortly after amalgamation.

Dan Cotton, 304 Eliza Street, commented that this project is too dense for what is going on in Arthur. He questioned the proposal that commercial uses not interfere with existing businesses. There are empty storefronts now and whatever goes in the commercial portion of this project will interfere with downtown businesses. Mr. Cotton disagreed with the reduction in parking from 1.5 spaces to 1 space.

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Mr. Cotton feels the street is too narrow to allow parking on both sides of the street without affecting traffic flow. This project would set a precedent of what can and cannot be done. If it is allowed then Council could not say no to another developer. Mr. Cotton would like to see Arthur grow, but not with this concept. Could the developer be asked to develop the existing school building first? If that was done it might give the neighbours some belief that the rest of the project would go through. It was Mr. Cotton's belief that if the freehold townhouses are developed first the school will not be done.

Mr. May explained that the proposal is for phase one and is based on the sewage units. Phase one includes the 23 street townhouses and the first floor of the school.

Mr. Cotton questioned the number of sewage units available for this development. He is concerned that some of this development will happen but it won't be able to be completed due to a lack of sewage allotments

Mr. Emery agreed with Mr. Cotton and stated that he is against the commercial portion of the proposed development.

Judy Bannister, 306 Eliza Street, expressed concern for the senior citizens that live across the street from the proposed development. She felt the parking won't be enough. Garages will probably be used for storage. Visitors or other family members will have cars.

Rob Schmidt, 308 Eliza Street, questioned the on street parking and what would happen in the winter when there is no parking allowed on the street overnight.

Gord Bannister did not think only one access off Eliza Street was sufficient and questioned why there could not also be access off Isabella Street.

7. Comments/questions from Council.

Councillor Lennox commented that he would like to see the property developed but has concerns with the proposal. It should be developed like the area around it. If the density could be reduced it might work.

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Councillor Burke echoed Councillor Lennox's comments and asked if consideration could be given to the school being done first.

Mr. May stated that the proposed project complies with the R3 Zoning so they are not asking for relief for the density. They want to begin with the street townhouses to have income to finance the renovation of the school. The Official Plan and the Zoning are not consistent. The Zoning By-law is a legal document and they are working with it. Phase one includes the street townhouses and a portion of the school.

Mayor Tout questioned what types of commercial uses are planned and expressed his concern about winter parking on a narrow street

Mr. May indicated that they want something that can be supported by the residents; such as a chiropractor, hair salon, naturopath. They are allocating commercial spaces on the east side. There will be extra for apartments. They are still allocating separate commercial parking. The development still exceeds the by-law in regards to parking.

Ms. Redmond explained that the parking reduction is only being asked for the street townhouses and is based on seniors living in the townhouses. This meets the parking requirements for seniors; but there is nothing that says the units have to be rented to seniors. The Official Plan requires certain density for types of units. There are green areas included but there is nothing showing common amenity area. A more substantial area for common amenity is needed as these landscaped areas throughout the development do not meet the common amenity area requirements. The apartment building does not meet the required lot area.

Councillor Lennox stated that although there has been a significant amount of information presented Council needs more information and understanding before moving forward. The public and Council have raised concerns that need to be addressed.

Mayor Tout agreed that more information is needed as this is a large undertaking. He thanked the public for coming out and raising very valid points.

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8. Adjournment 7:42 p.m.

C.A.O./CLERK

MAYOR

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

REGULAR MEETING OF COUNCIL

Monday, November 21, 2011

Following Public Meeting (7:50 p.m.)

Members Present:

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

Absent:

Councillor: Dan Yake

**Also Present: Chief Administrative Officer/Clerk: Lorraine Heinbuch
Executive Assistant: Cathy Conrad
Treasurer: John Jeffery**

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 Lennox
Seconded by: Councillor Goetz**

THAT the Agenda for the November 21, 2011 Regular Meeting of Council be accepted and passed.

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. Public Meeting, November 7, 2011
2. Regular Meeting of Council, November 7, 2011

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on November 7, 2011 be adopted as circulated.

Resolution Number: 2

Carried

F. **BUSINESS ARISING FROM MINUTES**

1. Resolution of Deferral
Re: Report from Councillor Lennox, Report Regarding Arthur Waste Water Treatment Plant (AWWTP) Meeting with the Ministry of Environment Staff

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North instruct the Director of Public Works to engage a firm to prepare an RFP (Request for Proposal), in accordance with the recommendation contained in the Water/Sewer committee minutes dated September 27, 2011 in regard to the Arthur Waste Water Treatment Plant.

Resolution Number: 3

Carried

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

REGULAR MEETING OF COUNCIL

Monday, November 21, 2011

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F. **BUSINESS ARISING FROM MINUTES** (continued)

2. Noah and Verna Martin
Re: Request for Reconsideration of Zoning Amendment Application

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT the Council of the Corporation of the Township of Wellington North refused the Zoning Amendment Application received from Noah and Verna Martin to rezone Part Lot 18, Concession 10, RP 61R9990, Part 1, 7044 Sideroad 7 West, to allow a combination accessory structure and hobby barn of 371.6 sq. m. (4,000 sq.ft.) for the following reasons: that the building size is too large in relation to the lot size and standard building size as set in the Zoning By-law.

Resolution Number: 4

Carried

G. **DELEGATIONS, DEPUTATIONS, PETITIONS**

1. Linda Dickson, CEMC
Re: Sandy Lake Evacuation Response – Debrief Report

Linda Dickson presented the Sandy Lake Evacuation Debrief Report. The report provided background information about the evacuation; the mission and objectives; information Emergency Operation Centre Meetings; the Debrief Meeting Report; recommendations; agreements; roles and responsibilities; communication; health care; knowledge of First Nation communities; logistics; on site security; recovery planning; shelter needs; staff utilization; training; volunteer agencies and volunteer coordination; lessons learned and what worked well.

Moved by: Councillor Goetz

Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North accept the Sandy Lake Host Community Evacuation Debrief Report and agree with the Recommendations as stated in the report.

Resolution Number: 5

Carried

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

REGULAR MEETING OF COUNCIL

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G. DELEGATIONS, DEPUTATIONS, PETITIONS (continued)

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

Councillor Williamson appeared before Council to provide an update on business at the County level. The County has maintained a “AA” credit rating and is in good financial shape. County wide broadband is now in place with just a few areas without service. Customer information is available on the County website.

There has been an increase in the number of visitors and the number of events being held at the Museum and Archives. The County is preparing an Official Plan Amendment to make adjustments for an institutional campus to include the new Groves Memorial Hospital, greenlands, etc. to meet future needs with a flexible concept as we move forward.

Work is coming along on the Harriston Library and a grand opening is planned for May 2012. Construction is ongoing at Damascus for the Green Legacy Nursery with high school students working on the project. The nursery should be operational by spring and will benefit many students in the area. The Riverstown site is being used to grow larger trees for living snow fence. Design work has been completed for the Central Garage and the Construction will be awarded this fall. The new garage should be ready for the 2012 winter season.

The Wellington County Plowmen’s Association held a successful plowing match with 38 participants. The committee is applying for the 2016 International Plowing Match. There are two sites being looked at between Harriston and Teviotdale.

The County held a Strategic Plan meeting in September to look at future needs; such as transportation, municipalities, etc. Another meeting will place in 2012 to set long term goals. Budget discussions are happening at the committee level and budget presentation by staff to Council will take place in January.

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

REGULAR MEETING OF COUNCIL

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H. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS**

1. Recreation & Culture Committee
- Minutes, November 8, 2011

Moved by: Councillor Goetz
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on November 8, 2011.

Resolution Number: 6

Carried

- Memo from Linda Spahr, Recreation Co-Ordinator
- Recommendations for Council Approval

Moved by: Councillor Goetz
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North accept the continuation of the Turf Maintenance Contracts with Martin's TLC and JJ Lawn Care for the year 2012 at a 0% increase; and that a Request For Proposal be required for the Turf Maintenance Contracts for the year 2013 as recommended by the Recreation & Culture Committee.

Resolution Number: 7

Carried

Moved by: Councillor Goetz
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North agree to raise the rates for Stag & Does to \$735.00 and events held on statutory holidays be raised by 20%, effective January 1, 2013, as recommended by the Recreation & Culture Committee.

Resolution Number: 8

Carried

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

1. Recreation & Culture Committee
 - Memo from Linda Spahr, Recreation Co-Ordinator
 - Recommendations for Council Approval (continued)

Moved by: Councillor Goetz
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North accept the quote from H. Bye Construction for the 2011-2012 winter season snow removal at the Mount Forest & District Sports Complex as recommended by the Recreation & Culture Committee.

Resolution Number: 9

Carried

2. Arthur Area Fire Department
 - October 2011 Report
 - October 2011 Fire Prevention Officer Report
3. Mount Forest Fire Department
 - October 2011 Report
 - October 2011 Fire Prevention Officer Report

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the October 2011 Reports and Fire Prevention Reports from the Arthur Area Fire Department and the Mount Forest Fire Department.

Resolution Number: 10

Carried

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

4. Economic Development Committee
- Recommendation for Council Approval of Amendment Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the Amendment Agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs to extend the completion date of RED Funding from October 31, 2011 to January 31, 2012 as recommended by the Economic Development Committee.

Resolution Number: 11

Carried

5. Building/Property Committee
- Minutes, November 18, 2011

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Building/Property Committee meeting held on November 18, 2011.

Resolution Number: 12

Carried

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

5. Building/Property Committee
- Minutes, November 18, 2011
 - Memorandum, CBO Darren Jones, Re: Building Department Policies

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North adopt the following policies, as recommended by the Building/Property Committee:

- *Policy Number BD-01 - Conditional Permit Policy*
- *Policy Number BD-02 – Surface Drainage Policy*
- *Policy Number BD-03 – Engineered On-Site Sewage System Policy*

Resolution Number: 13

Carried

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North authorize the drafting of a deferral agreement in accordance with Section 3.5 By-law No. 47-05 (Development Charges); to be entered into for the property located at Part Park Lot 5 South of Clyde Street, Plan of Mount Forest, Part 1 on Plan 61R11461, owned by Stephen Hummel, in respect to that part of the development charge to be payable at the time this service is available.

Resolution Number: 14

Carried

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

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**I. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION**

1. Mount Forest Pentecostal Church
Re: Request for Permission to Serve Hot Chocolate at Mount Forest
Santa Claus Parade

Moved by: Councillor Burke

Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North approve the request from the Mount Forest Pentecostal Church to serve free hot chocolate in front of the former Mount Forest Town Hall during the 2011 Santa Claus Parade.

Resolution Number: 15

Carried

J. BY-LAWS

1. 84-11 Being a By-law to Authorize the Execution of a Site Plan Agreement (Part Lot 7, Concession 5, former Township of Arthur – Old Order Mennonite Conference)

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT By-law Number 84-11 being a by-law to authorize the execution of a Site Plan Agreement be read a First, Second and Third time and finally passed. (Part Lot 7, Concession 5, Former Township of Arthur – Old Order Mennonite Conference)

Resolution Number: 16

Carried

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

REGULAR MEETING OF COUNCIL

Monday, November 21, 2011

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

2. 85-11 Being a By-law to Authorize the Execution of an Amending Agreement Between Her Majesty the Queen in Right of Ontario as Represented by the Minister of Agriculture, Food and Rural Affairs and The Corporation of the Township of Wellington North and the Mount Forest & District Chamber of Commerce and the Arthur & District Chamber of Commerce (Rural Economic Development Program – Wellington North Community Improvement Plan)

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT By-law Number 85-11 being a by-law to authorize the execution of an Amending Agreement between Her Majesty the Queen in Right of Ontario as Represented by the Minister of Agriculture, Food and Rural Affairs and The Corporation of the Township of Wellington North and the Mount Forest & District Chamber of Commerce and the Arthur & District Chamber of Commerce be read a First, Second and Third time and finally passed. (Rural Economic Development Program – Wellington North Community Improvement Plan)

Resolution Number: 17

Carried

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

REGULAR MEETING OF COUNCIL

Monday, November 21, 2011

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K. OTHER/NEW BUSINESS

1. Report of Livestock Valuer
Re: Livestock Claim
- Peter Murray

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$510.00 to Peter Murray for a livestock claim dated October 29, 2011.

AND FURTHER THAT Gord Flewwelling be paid \$75.00 for Livestock Valuer fees and \$18.00 for mileage.

Resolution Number: 18

Carried

- Lorraine Radstake

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$180.00 to Lorraine Radstake for a livestock claim dated November 4, 2011.

AND FURTHER THAT Gord Flewwelling be paid \$75.00 for Livestock Valuer fees and \$26.00 for mileage.

Resolution Number: 19

Carried

L. ITEMS FOR COUNCIL'S INFORMATION

Cheque Distribution Report – Dated November 17, 2011

Cara Smith

- Thank You for Scholarship

/12

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

REGULAR MEETING OF COUNCIL

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M. ANNOUNCEMENTS

Councillor Lennox indicated that, as Council has completed one year, it is time for an annual review to be completed and he will put forth a Notice of Motion regarding formal performance appraisals for senior staff as part of a normal employee feedback program and to set the tone for the entire organization at the next Council meeting.

N. CLOSED MEETING SESSION

1. "Personnel" matters
2. "Legal" matters

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT Council go into a meeting at 8:47 p.m. that is closed to the public under subsections 239 (2) (d) (e) of the Municipal Act, 2001

- *to consider labour relations or employee negotiations*
- *to consider litigation or potential litigation, including matters before administrative tribunals, affecting the municipality.*

Resolution Number: 20

Carried

Moved by: Councillor Lennox
Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 10:23 p.m.

Resolution Number: 21

Carried

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

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Monday, November 21, 2011

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O. **CONFIRMING BY-LAW**

Moved by: Councillor Lennox

Seconded by: Councillor Goetz

THAT By-law Number 86-11 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 21, 2011 be read a First, Second and Third time and finally passed.

Resolution Number: 22

Carried

P. **ADJOURNMENT**

Moved by: Councillor Goetz

Seconded by: Councillor Lennox

THAT the Regular Council meeting of November 21, 2011 be adjourned at 10:24 p.m.

Resolution Number: 23

Carried

C.A.O./CLERK

MAYOR



Tel: 519 376 6110
Fax: 519 376 4741
www.bdo.ca

BDO Canada LLP
1717 2nd Avenue E, Third Floor
PO Box 397
Owen Sound ON N4K 5P7 Canada

Private & Confidential

November 22, 2011

Township of Wellington North
7490 Sideroad 7 West
Box 125
Kenilworth, Ontario
N0G 2E0

Dear Sir/Madam:

**Re: Audit of the Consolidated Financial Statements of the Township of Wellington North
For the year ended December 31, 2010**

The purpose of this report is to communicate to the Members of Council certain aspects of the audit that we believe would be of interest to you. The Members of Council can play an important part in the audit planning process and we look forward to discussing our proposed plan with you to determine whether there are additional areas of concern to the Members of Council which we should consider.

Our communication with you at the end of our audit will be in the form of a final letter to you. For certain matters, depending on the significance of the items, we may decide to communicate these orally. Note, that Alan M. White will be primarily responsible to communicate this information to you.

Our expectation is that communication will be two-way, and that you communicate with us matters you consider relevant to the audit to the extent you consider relevant and/or changed from past years. In particular, we would like your views and input on the following:

- The appropriate person(s) in the entity's governance structure with whom to communicate.
- The allocation of responsibilities between those charged with governance and management.
- The entity's objectives and strategies, and the related business risks that may result in material misstatements.
- Matters that warrant particular attention during the audit, and any areas where you request additional procedures to be undertaken.
- Significant communications with regulators.
- Other matters that may influence the audit of the financial statements.
- How you oversee the effectiveness of internal control, and the detection or possibility of fraud.
- What actions you take in response to developments in accounting standards, corporate governance practices, exchange listing rules, and related matters.
- How you have responded to previous communications with the auditor.

Our proposed process for taking action and reporting back on matters that you communicate to us will be:

- Reflected by the audit team in the audit planning and procedures executed; and
- Through our final letter to you or verbally depending on the nature of the items brought to our attention.

For matters that we communicate to you, please report back your process on how you will deal with these items along with your views and input on the particular matters discussed above if different than last year.

This report should not be distributed without our prior consent. We accept no responsibility to a third party who uses this communication.

Current Developments in the Profession

There have been significant developments in the area of financial reporting, corporate governance and auditing this year.

Auditing and Assurance Standards

CAS 320 - Materiality and CAS 450 - Evaluation of Misstatements

CAS 320 introduces “performance materiality” to the audit. As you are aware, overall materiality in an audit is used as a guide for planning the nature and extent of audit procedures and for assessing the sufficiency of audit evidence gathered. It is also used in evaluating the misstatements found and determining the appropriate audit opinion to express. Performance materiality will be at 50% to 75% of overall materiality to reduce to an appropriately low level the probability that the aggregate of uncorrected and undetected misstatements exceeds materiality for the financial statements as a whole. This will have an impact on the amount of work we perform, as the extent of our substantive procedures will be based on performance materiality.

CAS 450 requires that we request correction of all non-trivial misstatements. We will need to obtain from you and document reasons why corrections are not made, and consider these misstatements when determining whether the financial statements are materially misstated. This will help you to maintain accurate accounting books and records and reduce the risk of material misstatements in future periods due to the cumulative effect on uncorrected misstatements related to prior periods.

CAS 560 - Subsequent Events

This standard requires that the date of our auditor’s report is the date which the financial statements have been prepared and those with recognized authority have asserted that they have taken responsibility for those financial statements. This means when, for example, management or those charged with governance have approved the draft financial statements.

This will have an impact on procedures that are linked to the date of our auditor’s report such as the following:

- legal enquiry letter: we will likely have to send a letter during field work and perform a follow up with legal counsel once our report date is known.
- subsequent event work: we will likely have to send staff to finish off procedures relating to subsequent events while financial statements are being presented for approval if our staff have left your premises prior to the date of the report.

CAS 700 - The Auditor's Report

In addition to there being more flexibility in giving opinions on different bases of accounting, there has been a change in the length and structure of the standard audit report.

Gone is the premise that Canadian generally accepted accounting principles (GAAP) is the only accounting framework acceptable for audit. Soon the premise will be that the entity chooses the accounting framework and as long as the framework selected is suitable for the circumstances it can be audited.

Organizations should keep in mind they may have legislative or other requirements to observe which indicate the accounting framework they should follow. In addition organizations should be aware that not every accounting framework is suitable for every circumstance. We can discuss options available to you.

The base wording of the auditor's report will have four paragraphs:

1. The 'Report on the Financial Statements' paragraph describes what we are auditing.
2. The 'Management's Responsibility for the Financial Statements' indicates management is responsible for the preparation of the financials. It also indicates the framework in use.
3. The 'Auditor's Responsibility' paragraph explains our relationship to the financials and what an audit entails.
4. The 'Opinion' paragraph contains our conclusions.

If you have any questions on these new audit standards, we would be pleased to discuss them with you in more detail.

Independence

At the core of the provision of external audit services is the concept of independence. We are communicating matters that, in our professional judgment, may reasonably be thought to bear on our independence for the forthcoming audit of the municipality.

We have prepared the following comments to facilitate our discussion with you regarding independence matters.

We are aware of the following relationships between the municipality and us that, in our professional judgment, may reasonably be thought to bear on our independence. The following relationships represent matters that have occurred from July 23, 2009 to November 22, 2011:

- We will provide assistance in the preparation of the financial statements, possibly including adjusting journal entries and/or bookkeeping services. These services may create a self-review threat to our independence. We, therefore, require that the following safeguards be put in place; and
- That management review and approve all journal entries prepared by us, as well as changes to financial statement presentation and disclosure.

We hereby confirm that we are independent with respect to the Township of Wellington North within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario as of November 22, 2011.

Responsibilities of the Auditor

It is important for the Members of Council to understand the responsibilities that rest with the municipality and its management and those that belong to the auditor. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities outlined below:

- Management is responsible for the preparation of the consolidated financial statements, which includes responsibilities related to internal control, such as designing and maintaining accounting records, selecting and applying accounting policies, safeguarding assets and preventing and detecting fraud and error.
- The auditor's responsibility is to express an opinion on the consolidated financial statements based on an audit thereof.
- An audit is performed to obtain reasonable, but not absolute, assurance as to whether the consolidated financial statements are free of material misstatement and, owing to the inherent limitations of an audit, there is an unavoidable risk that some misstatements of the financial statements will not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed.
- The audit includes:
 - (i) assessing the risks of material misstatement of the financial statements, whether due to fraud or error;
 - (ii) obtaining an understanding of the entity and its environment including internal control in order to plan the audit and to assess the risk that the consolidated financial statements may contain misstatements that, individually or in the aggregate, are material to the financial statements taken as a whole;
 - (iii) examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements;
 - (iv) assessing the accounting principles used and their application; and
 - (v) assessing the significant estimates made by management.
- When the auditor's risk assessment includes an expectation of the operating effectiveness of controls, sufficient appropriate audit evidence will be obtained through tests of controls to support the assessment, but the scope of the auditor's review of internal control will be insufficient to express an opinion as to the effectiveness or efficiency of the entity's controls.
- The auditor will express an opinion as to whether the consolidated financial statements present fairly in all material respects, in accordance with Canadian generally accepted accounting principles, the financial position, results of operations and cash flows of the entity.

Further details regarding our responsibilities are outlined in our engagement letter.

Audit Approach

We have been engaged to perform the audit of the consolidated financial statements of the Township of Wellington North for the year ended December 31, 2010. We will adopt an audit approach that allows us to issue an audit opinion on the consolidated financial statements of the municipality in the most cost effective manner, while still obtaining the assurance necessary to support our audit opinion.

Under the BDO Audit Approach, we use risk and assurance models to determine the evidence to collect and evaluate whether sufficient appropriate evidence was obtained to be able to draw reasonable conclusions to allow us to form an opinion. This approach focuses on obtaining sufficient appropriate audit evidence to reduce the risk of material misstatement in the financial statements to an appropriately low level. This means that we focus our audit effort in areas that we believe have a higher risk of being materially misstated and do less audit work in areas that are only low risk.

To assess risk accurately, we need to have a clear understanding of the municipality's business and the environment it operates in. Much of our understanding is obtained through discussions with management and their staff. We would appreciate any information that you could provide to us about your business, industry, competitive marketplace, internal controls, oversight of management's processes relating to fraud and error, or anything else that you feel is important to the audit as it may corroborate what we have already learned from management and other sources, or it may be new information to us. We would also appreciate any insights that you could provide to us on what you perceive to be risky in your municipality as that will make our audit more effective and efficient, which will benefit all concerned. In particular we are interested in any knowledge you have regarding actual, suspected or alleged fraud affecting the entity.

The following sections provide more detail on our audit approach for the Township of Wellington North for the current year.

Audit Scope

We anticipate the scope of our audit of the consolidated financial statements of the Township of Wellington North for the year ended December 31, 2010 to include the following:

- An audit opinion on the consolidated entity
- An audit opinion on the trust funds

Overall Audit Strategy

The general audit strategies available to us are a "combined" audit approach or a "substantive" audit approach.

In a combined audit approach, we would obtain our assurance from a combination of tests of controls (compliance procedures) and substantive procedures (such as analysis of data and obtaining direct evidence as to the validity of the items). The combined strategy is more appropriate when there is a large number of transactions and when controls in the municipality are strong. By obtaining some of our assurance from tests of controls, we can reduce the substantive procedures that need to be done. Under a substantive audit approach, all of our audit evidence is obtained through substantive procedures like analysis, confirmation, examination of documentary or electronic evidence, etc.

Based on our knowledge and experience with your municipality and a preliminary review of your internal controls, we anticipate using a combined approach.

Materiality

Materiality can be defined as follows:

"A misstatement or the aggregate of all misstatements in financial statements is considered to be material if, in the light of surrounding circumstances, it is probable that the decision of a person who is relying on the financial statements, and who has a reasonable knowledge of business and economic activities (the user), would be changed or influenced by such misstatement or the aggregate of all misstatements. Misstatements in financial statements arise from departures from generally accepted accounting principles and include departures from fact, inappropriate determination of accounting estimates, and omissions of necessary information. Misstatements may arise from error or fraud, or from the consequences of an illegal act."

Performance materiality means the amount or amounts set by the auditor at less than materiality for the financial statements as a whole to reduce to an appropriately low level the probability that the aggregate of uncorrected and undetected misstatements exceeds materiality for the financial statements as a whole.

When establishing the overall audit strategy, the auditor shall determine materiality for the financial statements as a whole. If, in the specific circumstances of the entity, there is one or more particular classes of transactions, account balances or disclosures for which misstatements of lesser amounts than materiality for the financial statements as a whole could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements, the auditor shall also determine the materiality level or levels to be applied to those particular classes of transactions, account balances or disclosures. The auditor shall determine performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.

Although we are required to determine materiality based on our perception of the needs of users, it is extremely difficult to predict with certainty who those users will be or, indeed, the specific needs of known users. Consequently, the materiality decision ultimately becomes a matter for the auditor's professional judgment. We have identified Members of Council as the most important users of the municipality's financial statements.

Canadian generally accepted auditing standards require the use of both quantitative and qualitative factors in determining materiality. For the audit of the Township of Wellington North for the year ended December 31, 2010, we have concluded that a materiality level of \$370,000, based on 2% of average revenue, is appropriate for the purposes of planning the audit.

Timing of the Audit

We anticipate the following schedule for the conduct of the audit. The year end field work will begin November 21, 2011, with all deliverables having been completed by the municipality's staff. Upon completion of the audit work, draft financial statements will be discussed with management, prior to presentation to Council.

Management Representations

During the course of an audit, management makes many representations to us. These representations may be verbal or written and therefore explicit, or they may be implied through the financial statements. Management may provide representations in response to specific queries from us, or may provide unsolicited representations. Such representations are part of the evidence gathered by us to be able to draw reasonable conclusions on which to base the audit opinion. These representations are documented by including in the audit working papers memoranda of discussions with management and written representations received from management.

Management's representations include, but are not limited to:

- matters communicated in discussions with us, whether solicited or unsolicited;

- matters communicated electronically to us;
- schedules, analyses and reports prepared by the entity, and management's notations and comments thereon, whether or not in response to a request by us;
- internal and external memoranda or correspondence;
- minutes of meetings of the Board of Directors or similar bodies such as audit committees and compensation committees; and
- a representation letter from management.

Communication of Results

At the completion of our audit, just prior to issuing our Independent Auditor's Report, or earlier if considered necessary, we will communicate to you matters arising from the financial statement audit. Our communication will include the following:

- matters required to be communicated to the Members of Council under Canadian generally accepted auditing standards including possible fraudulent activities, possible illegal acts, significant weaknesses in internal control and certain related party transactions;
- matters that have a significant effect on the qualitative aspects of accounting principles used in the municipality's financial reporting;
- whether or not there were significant difficulties encountered during the audit;
- significant matters discussed, or those subject to correspondence with management;
- other matters arising from the audit that, in our professional judgment, are important and relevant to the Members of Council; and
- matters previously agreed with you to be communicated to the Members of Council.

Conclusion

We hope that this letter will provide you with an update on the current developments within the accounting profession, as well as clarify our independence, responsibility and audit approach.

We look forward to discussing these issues with you. Please do not hesitate to contact us about any of the above items or other matters of concern to the Members of Council.

Yours truly,



Alan M. White, CA
 Partner
 BDO Canada LLP
 Chartered Accountants, Licensed Public Accountants



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BDO Canada LLP
1717 2nd Avenue E, Third Floor
PO Box 397
Owen Sound ON N4K 5P7 Canada

November 22, 2011

Members of Council
Township of Wellington North
7490 Sideroad 7 West
Box 125
Kenilworth, Ontario
N0G 2E0

Dear Sirs/Mesdams:

This letter will confirm our understanding of the terms of our engagement as auditors of the Township of Wellington North for the year ending December 31, 2010.

Our Role as Auditors

Conduct of the Audit

At the conclusion of our audit, we will submit a report directed to the Members of Council, inhabitants and ratepayers containing our opinion on the consolidated financial statements. If it appears for any reason that we will not be in a position to render an unqualified opinion on the consolidated financial statements, we will discuss this with you.

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan to perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence supporting the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall consolidated financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.

During the course of our audit, if we identify the following matters, we will communicate them to the appropriate level of management and the Members of Council:

- misstatements, other than trivial errors;
- fraud;
- misstatements that may cause future consolidated financial statements to be materially misstated;

- illegal or possibly illegal acts, other than ones considered inconsequential;
- significant weaknesses in internal control; and
- certain related party transactions.

We will also make notes of any other matters that we believe should be brought to your attention and will communicate them to you. These might include comments on internal control procedures, management information systems, accounting policies and other client service matters. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Throughout the audit we will also be communicating with the Members of Council on matters that bear on independence, matters that pertain to planning and executing our audit and any other matters in addition to those identified in the preceding paragraphs that we feel should be brought to their attention as required by Canadian generally accepted auditing standards.

Role of Management and Council

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- (a) For the preparation of the consolidated financial statements in accordance with Public sector accounting standards;
- (b) For such internal controls as management considers necessary to enable the preparation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) To provide us with:
 - access to all information of which management is aware that is relevant to the preparation of the consolidated financial statements such as records, documentation and other matters;
 - additional information that we may request from management for the purpose of the audit; and
 - unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Fraud and Error

Management is also responsible for the following with respect to fraud and error:

- the design and implementation of internal controls to prevent and detect fraud and error;
- an assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;

- providing us with information relating to fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the consolidated financial statements;
- providing us with information relating to any allegations of fraud or suspected fraud affecting the entity's consolidated financial statements communicated by employees, former employees, analysts, regulators or others; and
- communicating their belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

It is the responsibility of the Members of Council, inhabitants and ratepayers to ensure that policies are in place for effective corporate governance, and to ensure that all unusual and material transactions during the year are properly approved.

We look forward to full co-operation from your staff during our audit.

Reporting

Our audit will be conducted on the basis that the consolidated financial statements have been prepared in accordance with Public sector accounting standards.

Unless unanticipated difficulties are encountered, our report will be substantially in the form outlined in Appendix 1. Should there be unforeseen circumstances, the report may differ from that attached.

Financial Statement Preparation Services

As agreed, we will provide assistance in the preparation of the consolidated financial statements, possibly including adjusting journal entries.

These services may create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- that you create the source data for all the accounting entries;
- that you develop any underlying assumptions required with respect to the accounting treatment and measurement of the entries; and
- that you review and approve all journal entries prepared by us; in addition to the draft consolidated financial statements.

As an additional safeguard, our file review policies require that someone other than the preparer review the proposed journal entries and consolidated financial statements.

Additional Services

As agreed, we will also assist in preparing the following special reports:

- Audit Report on Compliance with the Municipal Funding Agreement - Gas Tax

Management will provide the information necessary to complete these reports and will file them with the appropriate authorities on a timely basis.

Tax Services

If other tax services, such as tax planning, HST advice, etc. are required, we will confirm them with you as they arise.

To the extent that such additional services are not covered by a separate engagement letter, the terms of this engagement letter shall apply to those additional services which you request.

Our audit is conducted primarily to enable us to express an opinion on the consolidated financial statements. Accordingly, the audit process may not detect situations where the municipality is incorrectly collecting HST or incorrectly claiming input tax credits, unless material. As you are aware, failure to properly account for the HST could result in you or your municipality becoming liable for tax, interest or penalties. These situations may also arise for provincial sales tax, custom duties, and excise taxes.

If you have any questions about the terms of this engagement, please do not hesitate to contact us. Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the consolidated financial statements including our respective responsibilities.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is enclosed in Appendix 2. You should ensure that you read and understand these as they contain important terms including those in connection with the scope of the Engagement, your responsibilities, fees, use of our advice and our liability. The Standard Terms and Conditions form part of the Engagement Letter. Should any of the terms included in the Standard Terms and Conditions conflict with any of the other terms in this letter, the latter will prevail.

You expressly agree and understand that the terms in the Engagement Letter apply to all services provided by us pursuant to the Engagement, whether such services were performed or provided before or after the signing of the Engagement Letter. The Engagement Letter will remain in place and fully effective until varied or replaced by written agreement between us.

It is a pleasure for us to be of service and we look forward to many years of association with you.

Yours truly,

BDO Canada LLP

Chartered Accountants, Licensed Public Accountants

Agreement of all the above terms, after full review, consideration and discussion of them, is hereby acknowledged by:

Township of Wellington North

Signature

Position

Date

Signature

Position

Date

Appendix 1
Form of Report

Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers of the Township of Wellington North

We have audited the accompanying consolidated financial statements of the Township of Wellington North, which comprise the balance sheet as at December 31, 2010, and the consolidated income statement, consolidated statement of changes in equity and consolidated cash flow statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Township of Wellington North as at December 31, 2010 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Accountants, Licensed Public Accountants

Owen Sound, Ontario
Date

Appendix 2 Standard Terms and Conditions

Introduction

Unless otherwise specifically agreed in the Engagement Letter, the Engagement Letter replaces any previous agreements between us in relation to or in contemplation of the Engagement and shall apply to any future engagements we carry out on your behalf unless varied or replaced. The Engagement Letter (which includes these Standard Terms and Conditions) constitutes the entire agreement between us. In entering into this Engagement Letter you acknowledge that you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Engagement Letter.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to Township of Wellington North in the performance of our services. We will communicate in writing to the Members of Council any relationships between BDO Canada LLP (including its related entities) and Township of Wellington North (including its related entities) that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

Conflict of Interests

We provide a wide range of services for a large number of clients and may be in a position where we are providing services to clients in the same industry as you who may represent competing commercial interests to you or whose interests may otherwise conflict with your own. We cannot be certain that we will identify all such situations that exist or may develop, and it is difficult for us to anticipate all situations that you might perceive to conflict. We therefore request that you notify us promptly of any potential conflict affecting the engagement contract of which you are, or become, aware.

Where the above circumstances are identified by us or you and we believe that your interests can be properly safeguarded by appropriate procedures, we will discuss and agree with you the arrangements that already may exist or that we will put in place to preserve confidentiality and to ensure that the advice and opinions which you receive from us are wholly independent of the advice and opinions that

we provide to other clients.

Confidentiality

We will maintain the strictest confidence with respect to any client's or former client's information. Accordingly, your confidential information will not, without your consent, be disclosed to any individuals in our Firm beyond those who are in the region through which you engaged our services and those individuals from other offices who are involved in performing services for you. Nor will it be disclosed without your consent to anyone outside the Firm, with the exception that we proceed on the basis that we have your consent to disclose information required by judicial, regulatory or professional authority.

Practice Inspections

As required by legal, regulatory or professional authorities (both in Canada and abroad) or by Firm policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and Firm standards. We will proceed on the basis that we have your consent to provide our files relating to your engagement to these practice inspectors for the sole purpose of their inspection.

Other Matters

Personal Information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the understanding that:

- ◆ you have obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and
- ◆ we will hold all personal information in compliance with our Privacy Statement.

Electronic Communications

During the course of our audit, we may be required to communicate to you electronically by email or through the Internet. In some instances, electronic copies of your consolidated financial statements may be sent to you electronically or may be required by a regulatory body. As you are aware, there is security risk attached to these electronic communications (including human error). Please communicate with us regarding any issues or concerns you may have in this regard.

Dispute Resolution Procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Limitation of Liability

In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO Canada LLP pursuant to this engagement, BDO Canada LLP shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures discussed previously, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.

Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings.

Sole Recourse and Other BDO Member Firms

This engagement is between you and BDO Canada LLP only. The provisions of this clause shall only apply where, and to the extent, permitted by applicable laws.

If one of our affiliates carries out any work for you in relation to the services to which this engagement applies, our affiliates will do so as a sub-contractor of BDO Canada LLP. BDO Canada LLP shall remain the contracting party and shall be the sole entity that is responsible to you, including for the work carried out by any of our affiliates.

Also, where appropriate, we may use other BDO Member

Firms to assist us with the services to which this engagement applies. Notwithstanding the fact that the services may be carried out by other BDO Member Firms assisting us as supplemental providers of services and as sub-contractors of BDO Canada LLP ("BDO sub-contractors"), you agree that BDO Canada LLP shall have sole liability for both its acts and/or omissions and also all acts and/or omissions of any BDO sub-contractors and you agree that you shall bring no claims or proceedings of any nature whatsoever (whether in contract, tort, breach of statutory duty or otherwise) against any BDO sub-contractors or BDO International entities (including, without limitation, BDO International Limited and Brussels Worldwide Services BVBA) or other BDO Member Firms in any way arising from, in respect of or in connection with the services or this engagement.

These exclusions shall not apply to any liability, claim or proceeding founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under applicable laws.

It is agreed that, unless otherwise specified, the limitation of liability and indemnification provisions in this engagement shall apply equally to BDO Canada LLP, our affiliates and any BDO sub contractors we may involve in the Services.

You agree that any of our affiliates and any BDO sub-contractors whom we may involve in the services or BDO International entities or other BDO Member Firms shall each have the right to rely on and enforce the paragraphs above as if they were parties to this engagement.

Indemnity

Your municipality hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless BDO Canada LLP and its partners, agents or employees, from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- ♦ the breach by your municipality, or its directors, officers, agents or employees, of any of the covenants made by your municipality herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, our audit report or the consolidated financial statements in reference to which the audit report is issued, or any other work product made available to you by our Firm; and
- ♦ the services performed by BDO Canada LLP pursuant to this engagement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent

jurisdiction to have been due to the negligence of BDO Canada LLP. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your municipality, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

Propriety of Working Papers

The working papers prepared in conjunction with our audit are the property of our Firm, constitute confidential information and will be retained by us in accordance with our Firm's policies and procedures.

Use and Distribution of Our Report

The examination of the consolidated financial statements and the issuance of our audit opinion are solely for the use of Township of Wellington North and those to whom our report is specifically addressed by us.

BDO Canada LLP makes no representations of any kind to any third party in respect of these consolidated financial statements and we accept no responsibility for their use by any third party.

If reproduction or publication of our report is planned in an annual report or other document, including electronic filings or posting of the report on a web site, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Should the municipality wish to include the consolidated financial statements referred to above and our report thereon in a document proposed to be used in connection with a public or private offering of securities at some future date, please contact us immediately. We will consider our consent to the inclusion of our report in such a document at that time.

Fees

Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided, plus direct, out-of-pocket, expenses, applicable Goods and Services Tax, Provincial Sales Tax and Harmonized Sales Tax, and are due when rendered. Fees for additional services will be established separately.

Interest will be charged on all overdue accounts at the rate of 1% per month (12% per annum).

International BDO Network

The Firm is a member of the BDO international network. This network comprises independent firms (which use "BDO" as part of their business name) in many countries. These firms are associated BDO entities, but are separate legal entities.

No associated BDO entity is our agent or partner, and no associated BDO entity has authority to enter into any legal obligations on our behalf. If we introduce you to an associated BDO entity we do not accept any liability for work that they carry out on your behalf and you must make your own contractual arrangements with them directly.

We are not the agent or partner of any associated BDO entity and we do not have authority to enter into any legal obligations on their behalf.

Force Majeure

We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

Severability

In the event that any part of these Terms of Business and the Engagement Letter of which they form part is held to be invalid or unenforceable, the remainder will continue in full force and effect.

Governing Laws and Termination

The above terms of our engagement shall remain operative until amended, terminated or superseded in writing. They shall be interpreted according to the laws of the Province of Ontario and the laws of Canada applicable therein, and any disputes arising from this engagement shall be referred to the courts of Ontario, which shall have exclusive jurisdiction.

It is possible that we may determine that we cannot render a report or complete the engagement. If, in our professional judgment, the circumstances require, we will notify you of our resignation from this engagement which shall conform to all applicable laws.

WORKS COMMITTEE MEETING
November 22, 2011

Committee: Andy Lennox, Councillor, Chairman
Sherry Burke, Councillor
Barry Trood, Director of Public Works
Dale Clark, Roads Superintendent
Corey Schmidt, Water/Sewer Foreman

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

Minutes of the October 27th meeting were previously circulated and approved by Council.

Business from the October 27th meeting:

- Tenders for Concession #4 River Bank Erosion are being revised to cut costs to allow for approval of Site #2 to proceed. Revised drawings are being sent to Grand River Conservation Authority for approval. Garth Noecker from K. Smart and Associates will notify the Township when approval has been obtained.
- A meeting is to be arranged with Gil Deverell the Township Solicitor and Township Staff to discuss options of how to best deal with Private Storm Drains that are no longer serviced or maintained by the Township. The Solicitor could not attend this meeting but will attend a future Committee Meeting for discussions.

1) Street Sweeper Update

A sweeper has been found that would meet the needs of the Township. Joe Johnson Equipment has a 2007 Elgin Eagle at a cost of \$95,000 plus HST including delivery. The unit will be in ready to work condition and training will be provided to our operators at no cost when the Sweeper is delivered. Dale Clark is to obtain pricing on delivery to keep costs down. Committee agreed to proceed with a report for Council approval for the purchase of the unit.

2) **Hydro poles in Former West Garafraxa**

Hydro One contacted the Township in regards to leaning hydro poles on Sideroad #25 in the former West Garafraxa. Ditching was performed by the Township in the summer of 2010. A local resident has contacted Hydro One about the condition of the poles and they have deemed the Road Authority to be responsible for the existing problem. Andy Morrison and Dale Clark met with Hydro One representatives and they are claiming that the Township will be held liable for any further damage that may occur. The cost to replace the existing poles is \$3643.00 plus HST. The committee agreed to replace the existing poles and Hydro One will be contacted before any ditching is to be done in the future.

3) **General Information/Next Meeting**

- Upgrades to the GPS Equipment have been completed by Township staff
- Fall Maintenance Gravel has been completed and road grading operations are taking place
- Equipment is being equipped for the upcoming winter season
- Winter Term/Task Employees started on November 21st
- WHIMIS, Snowplough and Chainsaw training will take place on November 24th
- Sandblasting and painting have been completed on the 2000 Volvo Plow Truck with major patching and welding required to keep the unit in operating condition
- Fall tree cutting and tree maintenance are taking place

Next Meeting: January 17, 2012



Township of Wellington North

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

REPORT

TO: Lori Heinbuch CAO/Clerk

FROM: Dale Clark, Road Superintendent

DATE: November 24, 2011

RE: Sweeper Quote

The committee reviewed a quote for the purchase of a used sweeper at their November 22nd Works Committee meeting. This item is included in the 2011 road capital budget.

Sweeper Quote

Joe Johnson Equipment \$95,000.00

Quote plus HST

Budget amount \$95,000

Note: Delivery is included in the purchase price. If delivery costs can be reduced the savings will be passed onto the Township, therefore the purchase will be within budget.

The committee recommends accepting the quote from Joe Johnson Equipment at a cost of \$95,000 plus HST.

WATER/SEWER COMMITTEE MEETING

November 22, 2011

Members: Sherry Burke, Councillor, Chair
Andy Lennox, Councillor
Barry Trood, Director of Public Works
Corey Schmidt, Water/Sewer Foreman
Dale Clark, Roads Superintendent
Melissa Irvine, Process/Compliance Analyst
Laura Rooney

Start: 8:30 am

End: 10:00 am

Minutes from the October 25th committee meeting were previously circulated and approved by Council

Business from October 25th meeting

- Corey Schmidt updated progress at Mount Forest Well #6. Parts and equipment are needed to finish and the work is ongoing. It is hoped that Well #6 will be back in operation by the end of November.
- Discussion took place regarding the Arthur Wastewater Treatment Sub Station after receiving email correspondence from Matt Ashton (Wellington North Power Supervisor) regarding a 500kVA service for the plant. It was his opinion that he was not confident recommending a 500 service for the Plant however he had no data that a 500 kVA transformer would not be sufficient. Further investigation by a qualified expert was suggested. Barry has budgeted \$5,000 to have the sub-station evaluated in 2012.

1. DWQMS Management Review

Melissa Irvine chaired the DWQMS Management Review with the committee. Melissa reviewed the minutes of the last Management Review and followed up with the 2011 Management Review. The DWQMS Management Review must be done annually.
(see attached minutes of the 2011 DWQMS Management Review meeting to be approved by council)

2. Staff Reports (see attached)

3. Draft Master Plan Study for Water/Sewer Systems Arthur Village

The committee members were given a draft copy of the Arthur Master Plan for Water/Sewer by Ray Kirtz of Triton Engineering. Members of the committee were asked to review the Draft copy and indentify any errors or concerns that they may find within the draft document. It was agreed by the committee that Barry will set up a special meeting on December 6th at 1pm at the Kenilworth Office to review the draft document with Ray. Barry will contact and confirm the date with Ray as well as the committee members.

General information

- General discussion took place regarding multiple backflows and meters at one location.
- Barry brought forth information regarding Meter/Flow issues at Mount Forest Well #3. Staff to do further investigation regarding cost of replacing the meter and if there are other issues that may be causing the flow reads.
- Councillor Burke brought forth an issue from a resident/landlord dealing with the billing of water/sewer for separate apartments while the building is under construction for renovations. General discussion took place and Councillor Burke will follow up with the owner.

Next Meeting: December 6 @ 1:00 pm

Water Sewer Committee Meeting

November 22, 2011

Foreman Report

- Arthur Spheroid Water Tower was drained, cleaned and inspected (internal and external)
- Corey and Barry attended OMWA Education Day in Woodstock
- Replaced six inch gate valve in well #3 Mount Forest
- Winterized fire hydrants and repaired deficiencies from hydrant inspections ✓
- Installed new PH probes on Swan analyzers in Arthur and Mount Forest Wells
- Ran Arthur and Mount Forest diesel generators under full load (annual test)
- Ongoing networking upgrades at well houses and water towers
- Took Arthur and Mount Forest quarterly samples and Arthur well #8 schedule 23 and 24 samples as required
- Directional watermain flushing in Arthur
- Replaced leaking copper service to well #8 post chlorine analyzer (inside wellhouse)
- Ongoing issues with erratic flows at well #3
- Replaced sensor on Damascus Hall UV system
- Replaced leaking ¾" water line feeding post chlorine analyzer in well #8
- Dug and repaired water service leak at 262 Fergus St. South in Mount Forest
- Completed Department Health and Safety training
- Completed DWQMS Tabletop Exercise

Process Compliance Monthly Report Analyst Report November 22, 2011

- entered October data for microbiological and distribution residuals into spreadsheets
- entered October flow data into Ministry of Environment Water Taking Reporting System
- backup Mount Forest and Arthur SCADA for October
- Mount Forest Operations Manual review complete, needs to be printed and placed in wells
- prepare for DWQMS Management Review meeting November 22, 2011
- in Arthur wells with John Meunier, installing and calibrating pH probes
- received notice from Canadian General Standards Board (CGSB) that CARs submitted in October have been closed
- received Full Scope-Entire accreditation from CGSB. Agreement for accreditation needs to be signed and submitted back to them before they issue a certificate and accreditation number
- Schedule 23/24 (organics/inorganics) collected from Arthur Well #8, and results received with no issues of non compliance or areas of concern
- Nitrates/nitrites, and THM's collected from Mount Forest and Arthur and results received with no issues of non compliance or areas of concern
- completed Mock Drill tabletop exercise for a watermain break
- completed Health & Safety Training: Meth is No Solution, A Holiday Reminder, Facing Up to Stress •

TOWNSHIP OF WELLINGTON NORTH
DWQMS- MANAGEMENT REVIEW
Meeting Minutes.

Date: November 22nd, 2011

Time: 8:30am

Location: Municipal Council Chamber
Kenilworth, Ontario

Attendees

(Top Management): Sherry Burke (Chair and Councillor),
Andy Lennox (Councillor)
Barry Trood, Melissa Irvine, Corey Schmidt

Attendees
(By Invitation): Laura Rooney

(1) Minutes of the previous meeting and follow up on action item from previous meeting

Item 2 Action 1- Create and Complete CARs from external auditors report. Assigned to QMR. **Status-** September 29, 2011 received External Auditing Report from Canadian General Standards Board (CGSB) which issued 2 Corrective Action Reports (CARs). CARs were completed and submitted to CGSB on Oct. 3, 2011.

CARs 1- Ensure all essential supplies and services are listed (i.e. Hach, Coulter Meter Services, etc.) **closed**

CARs 2-Management review meeting has not taken place within last 12 months-**Closed**

Received notification on Nov. 14th, 2011 that CGSB has now closed these CARs.

Item 7 Action 1- complete 3 yr new risk assessment. To be completed by June 15, 2011. Assigned to Risk Assessment Team. **Status-** full Risk Assessment was completed on May 12th, 2011.

Item 8 Action 1- Make a matrix/testing schedule of all mock drills/tabletop exercises to be completed. Assigned to QMR. **Status-** training/testing mock drills/tabletop exercises matrix completed June 9, 2011

Item 14 Action 1- Follow up with CGSB until external audit report is received. Plan to conform to any non conformances. Assigned to QMR. **Status-** September 29, 2011 External Audit Report finally received. CARs completed and submitted to CGSB on October 3rd, 2011. CGSB sent confirmation on Nov. 14th, 2011 that they have closed these CARs.

Item 14 Action 2- Complete Internal Audit before the end of May 2011. Assigned to Auditing Team. **Status-** completed May 10th, 2011

Item 17 Action 1- update plan to reflect any changes in the structure or any areas where there is opportunity for improvement. Updates will be issued once water department restructuring is complete. **Status-** DWQMS Revision 6 May 31, 2011

Item 18 Action 1- make changes in the plan to reflect the title change of Manager of Public Works to Director of Public Works. **Status-** DWQMS Revision 6 May 31, 2011

Item 19 Action 1- treasurer to completed 5 year financial plan and council to pass budget. **Status-** incomplete. Waiting for Treasurer to respond.

Action Item(s):

- treasurer to complete 5 year financial plan and send to council for approve for before end of January 2012
- council to approve and pass budget for 2012

(2) Status of action items (if any) identified between management reviews:

Internal Audit- CARs have been completed.

External Audit- CARs have been completed and submitted to CGSB. CGSB has closed all CARs.

Action Item(s):

- none

(3) Incidents of regulatory non-compliance:

- none

Action Item(s):

- none

(4) Incidents of adverse drinking water tests:

- none

Action Item(s):

-none

(5) Deviations from identified critical control limits and actions taken:

-any deviations from critical control limits that were captured by the SCADA were proven to occur during cleaning or while the pump was not running therefore not true deviations from CCL's.

-there was no deviations from identified CCL's that needed to be reported to the MOE

Action Item(s):

-none

(6) Consumer feedback and other external communication:

-spreadsheets with respect to customer complaints received in each of Arthur and Mount Forest Systems

-in Arthur there have been 15 Complaints for 2011, with nine of them being since last Management Review Meeting in April 2011. All were for discoloured water. Five of the last nine were over the time period in which the Spheroid Water Tower was being cleaned.

-in Mount Forest there have been eight Complaints days for 2011, with majority of complaints being since last Management Review Meeting in April 2011. On April 27, 2011 a contractor ripped thru a 10" main which resulted in numerous low pressure complaints.

Action Item(s):

-none

(7) The efficacy of the risk assessment process:

-complete risk assessment completed May 12, 2011 by risk assessment team

-no major changes: CCP's stayed the same

Action Item(s):

-complete annual risk assessment review May 2012

(8) Results of relevant emergency response testing:

-generators at Well #3 (Mount Forest) and Well #8 (Arthur) have been tested monthly for 2011

-annual full load tests completed November 2011

Action Item(s):

-once Well #6 (Mount Forest) rehabilitation is complete, tractor with PTO needs to be hooked up and the well and tested

(9) Effectiveness of coverage:

In April 2011 the Water Department Foreman advanced to the position of Director of Public Works and an Operator advanced to the position of Foreman. The Operator position was not filled leaving the Department one person short for the on call rotation. The Process Compliance Analyst volunteered to temporarily go on call to fill the void in the rotation until the Operator position is filled. Vacation time was covered by operators switching on call shifts when needed.

Action Item(s):

-none

(10) Raw water quality trends:

-no changes in raw water quality since last Management Review Meeting. Trends have remained consistent. There are still colour complaints in Arthur related to manganese and iron.

-schedule 23/24 (Organics/Inorganics) collected from Arthur Well #8-no major changes in quality since collection 3yrs ago. Schedule 23/24 (organics/inorganics) will be collected in 2012, and 2013 in Mount Forest Wells

Action Item(s):

-none

(11) Operational performance:

- flow meter calibrations annually
- HACH Handheld colorimeters, pH meter, and portable turbidity meters are calibrated annually
- hydrant inspections annually
- valve inspections/maintenance annually
- flushing schedule
- monthly alarm testing

Action Item(s):

-none

(12) A summary of the effectiveness of the Maintenance, Rehabilitation and Renewal program:

- 2011 Arthur main valve Inspections completed
- 2011 Mount Forest main valve inspections completed
- 2011 Arthur fire hydrant inspections completed
- 2011 Mount Forest fire hydrant inspections completed
- Monthly testing of diesel generators and booster pump completed
- Monthly chlorine alarm testing completed
- Watermain break on Foster Street Mount Forest (hit by Xterra)
- Installed three new water services to building lots on Smith Street Arthur
- Repaired two separate water service leaks at 455 Dublin Street Mount Forest
- Leak detection completed for entire town of Arthur with no leaks detected
- Repaired water service leak at Mount Forest Ag. barn (bored through by Eastlink)
- Replaced faulty water meter at 193 Main Street North Mount Forest (Mount Forest Convenience)
- Removed three abandon water services at 116 Fergus Street Mount Forest and installed one six inch (Faith Baptist Church)
- New underground hydro service installed to Spheroid Water Tower and Well #5 in Arthur (removed one of two hydro services to eliminate a monthly hydro charge)
- New fire hydrant installed on Perth Street Mount Forest
- Repaired two separate leaks on Hydrant #1 in Arthur (one on hydrant, one on secondary valve)
- Repaired leaking fire hydrant #75 in Arthur
- Repaired water service leak at 330 William Street Mount Forest
- Confined space/rescue upgrades and painting completed on top of the Mount Forest water tower
- Maintenance on Singer flow control valves in Arthur and Mount Forest well houses
- Repaired water service leak at 304 Wellington Street East Mount Forest
- Repaired water service leak at 116 Walton Street Arthur
- Annual flow meter calibrations in Arthur and Mount Forest well houses
- Lowered and insulated water services at 107 and 121 Frederick Street West in Arthur
- New turbine shaft pump to be installed in Well #6 in Mount Forest later in November
- New level transmitter installed at spheroid water tower in Arthur
- New Swan AMI Trides chlorine analyzers installed in wells #4 and #6 in Mount Forest
- Camera well #6 well casing (good condition)
- Repaired water Service leak at 455 Egremont Street Mount Forest

- Repaired watermain break on Church Street North Mount Forest
- Repaired leaking fire hydrant #89 in Mount Forest
- Replaced fire hydrant #118 on North Water Street in Mount Forest
- Replaced fire hydrant #76 and installed secondary valve on Isabella Street in Arthur
- Repaired water Service leak at #287 Main Street North Mount Forest
- Internal and external cleaning and inspection of spheroid water tower in Arthur
- New watermain construction on Main Street South from Queen Street to Miller Street and from South Water Street South on Highway #6
- Replaced leaking six inch gate valve in well #3 Mount Forest
- In the process of upgrading radio and SCADA/networking communications
- Repaired water service leak at #262 Fergus Street South
- Completed annual full load testing of diesel generators

Action Item(s):

- complete Mount Forest Well #6 Rehabilitation

(13) The results of the infrastructure review:

-BT submitted a 5 year forecast for Capital 2012 to 2016 (see attached) but has not been passed by council yet

Action Item(s):

- Council to review and accept 2012 budget

(14) Results of internal and 3rd party audits:

-Internal audit conducted May 2011. Non conformance found. Three Opportunities for Improvement Identified.

-External audit conducted March 2011, report not issued by CGSB until September 29, 2011. Two items of non conformance identified, and CARs completed and submitted to CGSB on October 3, 2011. Eight Opportunities for Improvement identified and 4 have been completed, the rest are being reviewed on an ongoing basis.

-November 15th, 2011 CGSB formally awarded TWN Full Scope-Entire Accreditation

Action Item(s):

- continue addressing the OFI's when and where possible

(15) Corrective, preventative and Continual Improvement action:

- CARs completed from external and internal audits
- some OFI's have been addressed

Action Item(s):

- complete OFI's where applicable

(16) Staff suggestions:

- staff suggestions are always ongoing thru out the year and are addressed as they come up

Action Item(s):

- none

(17) Operation Plan currency, content and updates:

- Operational Plan was reviewed and revised on May 31, 2011 (Rev. 6)

Action Item(s):

- complete Annual review of Operational Plan May 2012 or before that date

(18) Changes in policy, infrastructure, process, personnel, Drinking Water Quality Management Standard or regulations that could affect the QMS:

- Certificates of Approval have been replaced with Drinking Water Works Permit
- Municipal Drinking Water License has been issued
- Entire Full Scope Accreditation Received November 15th, 2011

Action Item(s):

- sign agreement for accreditation and send back to CGSB

(19) Resources needed to maintain the QMS:

- money has been budgeted to maintain the DWQMS
- money has been budgeted to replace watermains
- money has been budgeted for water tower maintenance

Action Item(s):

- Treasurer to complete Financial Plan and submit to council for Approval before February 2012
- 2012 Budget approval by council

(20) Other Action Items:

- None

Customer Complaints Mount Forest 2011

Item	Date	Address	Complaint
1	Jan 8/11	MF Legion King St W	discoloured water
2	Jan 11/11	148 South Water St	smell of Iron in water
3	Apr 27/11	Multiple Complaints (thruout town)	contractor ripped hole in 10" main
4	Apr 27/11	135 Church St.	discoloured water
5	June 2/11	148 South Water St	discoloured water
6	Aug 23/11	129 Wellington St. E.	high water usage/thinks faulty meter
7	Oct 25/11	570 Waterloo St.	discoloured water
8	Oct 25/11	471 Queen St.	discoloured water

Customer Complaints Arthur 2011

Item	Date	Address	Complaint
1	Jan 4/11	16 Farell Lane	odour
2	Jan 21/11	9 Eastview Dr	discolour water due to valving
3	March 7/11	29 Bellefield Cr.	odour
4	March 17/11	140 Charles St E	chlorine smell in water
5	March 29/11	12 Andrew St	discoloured water/swabbing
6	March 29/11	473 Eliza St	discoloured water/swabbing
7	July 7/11	14 Farrell Lane	discoloured water/related to hot water tank
8	July 13/11	201 Francis St.	discoloured water/valving in area
9	Aug 22/11	186 Clarke St.	discoloured water
10	Sept 1/11	250 Francis St. E.	discoloured water
11	Oct 24/11	21 Andrew St.	discoloured water/cleaning spheroid water tower
12	Oct 24/11	243 Domville St.	discoloured water/cleaning spheroid water tower
13	Oct 25/11	225 Tucker St.	discoloured water/cleaning spheroid tower
14	Oct 25/11	120 Isabella St.	discoloured water/cleaning spheroid tower
15	Oct 25/11	162 Isabella St.	discoloured water/cleaning spheroid tower

5 Year Capital Project Forecast 2012-2016

Projects	Water	Sewer	Length	Comments
2012				
Fergus St (Queen -King St)	203,000	253,000	310m	(poor cond. Sewer 60 years/water 80 years)
Patrick St	29,000	25,000	60m	depends on development
Frederick St E (eng)	11,500	11,500	580m	goes with when Cty does road way
CL Queen St		35,000		condition of sewers /road way TBD
sub station -AWWTP		5,000		replacement of sub-staion investigation
UV Lighting - AWWTP		150,000		lighting system dated
water/sewer pick up	27,000	3,000		general replacement
2013				
Frederick St E	360,000	753,000	580m	(water 90 years old CI/sewer TBD)
Byeland/Egremont (eng/design)	13,500	13,500	400m	(water 40 year old thin walled 160 series)
Watermain Cut off saw	4,000			(presently don't have this)
2014				
Cork St (Waterloo-Princess)	118,000	34,000	205m	(finish off area near arena)
Francis St (Charles-George)	150,000	170,000	310m	(CI-WM 90 years old/sewer 45 years TBD)
Isabella St eng (John-Charles)	14,000	14,000	270m	(poor road cond/WM -90 years CI/45-50 year sewer)
Eng (South Water SPS/Gravity Sewer)		70,000		deal with property owner /feed court
2015				
Miller/John/North Water	302,000	252,000	400m	(WM-CI-80-90 years old/sewers 60 years)
South Water SPS		845,000		(driven by development)
South Water St Gravity Sewer		260,000	250m	(driven by development)
Eliza St (Frederick St-John) Eng	34,000	35,000	685m	(WM- 80 + years old CI/sewer 50 yrs TBD)
Waterloo St (Cork-Dublin) Eng	24,000	24,000	475m	(80-90-year old WM/50-60years sewers)
Pick up truck replacement	27,000	3,000		(forcemain replacement/no tracer)
2016				
Byeland/Egremont Const.	256,000	258,000	550m	(poor watermain/road /sewers tbd)
South Water St sanitary West		269,000	400m	(new)
Mt Forest Water Tower	3,125,000			(development with West Grey)
Arthur Lagoon		1,200,000		(development driven?/ AWWTP capacity)
Manager/Pick up Truck replacement	27,000	3,000		

TOWNSHIP OF WELLINGTON NORTH

FIRE COMMITTEE MEETING MINUTES

November 15th, 2011 – 7:00 pm - Council Chambers

Members Present: Mark Goetz – Chair (Councillor)
John Jeffery, Treasurer
Jim Morrison, Arthur Fire Chief
Ron MacEachern, Mount Forest Fire Chief
Bill Hieber, Mount Forest Deputy Fire Chief

Also Present: Michelle Stone, Administration Support

Absent: Dan Yake, Councillor
Troy Lawlor, Arthur Deputy Fire Chief

Meeting was called to order at 7:00 pm.

1. Declarations of Pecuniary Interest

- None declared.

2. Approval of Minutes from October 18th, 2011 Minutes

Moved By: Bill Hieber
Seconded by: Jim Morrison

THAT the Minutes from the October 18th, 2011 meeting be accepted.

Carried

3. Business Arising from Minutes

- Shoulder Flashes
Ideas are being submitted by both Department members and a decision will be made by the Fire Committee and Council.
- Full Time Fire Chiefs
 - The Committee requested information regarding what time line Council was looking at. At this time, the suggestion is that the process be started by mid 2012 looking to 2013 for a full time Fire Chief. Councillor and Finance Committee Chair Andy Lennox had suggested that it would be put into 2013 budget
In the interim, the Committee needs to compile for Council a report for the justification of a full time Fire Chief and define requirements prior to starting search.
 - Clarification from Administration – Jim Morrison questioned if they are designated “part time” chiefs now?
- Arthur Tanker/Truck
 - Ron MacEachern will have prices for the Mount Forest Tanker and Troy Lawlor will have the prices for the Arthur Tanker/Truck ready for the next Fire Committee meeting in December. Next step will be to prepare a report for Council with associated costs and the reason for the requirement of new vehicles.

- Air Fill Station
 - Jim Morrison would like to see this approved for the Arthur Fire Department for 2012. Currently Arthur shares with the Centre Wellington Fire Department. The cost would be approximately \$25,000.00.
- Burn Permit and By-law Issues
 - Jim Morrison is concerned that some farm properties are not numbered. The Committee requested that Cathy More clarify the addressing and how 911 numbers could be made mandatory for every property in the Township, even fields with no structures.
 - Mark Goetz has requested that a letter be sent from the Township of Wellington North to the Mapleton Fire Department requesting copies of burn permits issued for properties covered by the Arthur Fire Department.
- The Fire Agreement with Southgate
 - It will be presented to Southgate with the adjustments at the next meeting with Southgate. There has been nothing received from West Grey at this time regarding any boundary changes.
- Training/Practices
 - Jim Morrison brought up the issue of training differences between the two departments. Arthur trains once a week, whereas Mount Forest does every other Monday. Jim has been questioned by his firefighters as to why Mount Forest has half the practices that Arthur has (26/year versus 52/year). The new training officer, Don Irvine has developed a five year plan to get all current firefighters up to required levels (certification as “Certified Firefighters”).
- Festival & Special Events Document
 - John Jeffery inquired as to the status. Jason Benn and Tammy Pringle from Recreation will be meeting to review so that there are no duplications.

4. Announcements

Andy Morrison & Jim Morrison just completed Basic Officer Training. This is Jim’s second training and Andy’s first. They have four more firefighters ready to complete this course.

Jason Benn and Jim Morrison have taken and passed EMO Training so can now instruct BEM and also do IMS 200 and IMS 400

On October 25th, 2011, Chief Ron MacEachern and his wife escorted Melody Elvidge, a teacher at Victoria Cross Public School to the Fire Marshall’s Public Fire Safety Council Award Ceremony at the Sutton Place Hotel in Toronto, where she was presented with the Fire Marshall’s Award for Safety Excellence.

Ron MacEachern will bring a copy of a By-law from Southgate that Southgate uses to enforce and collect monies from non-residents for Fire Department assistance to go to Council for possible implementation in Wellington North.

5. Next Meeting

The next meeting will be on Tuesday, December 20th, 2011

6. Adjournment

Moved By: Ron MacEachern

THAT the meeting be adjourned at 8:35pm.

Carried

**TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 16, 2011 – 4:30 PM**

Members Present: Mayor Ray Tout, Chair
Councillor Mark Goetz
Dale Small, Business Economic Manager
April Marshall, Tourism, Marketing & Promotion Manager
Tim Boggs
Stephen Dineen
Shawn McLeod
Al Rawlins
Gerald (Shep) Shepetunko
Jim Taylor

Also Present: Michelle Stone, Administrative Support

Absent: Councillor Dan Yake
Councillor Andy Lennox
Councillor Sherry Burke

Meeting was called to Order at 4:30 pm

1. DECLARATIONS OF PECUNIARY INTEREST

- None reported.

2. APPROVAL OF MINUTES FROM THE SEPTEMBER 21ST, 2011 and OCTOBER 19TH, 2011 MEETING

Motion:

*Moved By: Al Rawlins
Seconded by: Shep Shepetunko*

THAT THE Minutes from the Wednesday, September 21st, 2011 and the Wednesday, October 19th, 2011 EDC Meetings be accepted.

Carried

3. REPORT FROM CHAIR

- The Chair updated the Committee on some of the ongoing projects and upcoming events in the Township.

4. BUSINESS ECONOMIC MANAGER REPORT:

First Impressions Program

- Town of Mitchell visit took place on Oct. 24th. Dale Small, April Marshall, Wayne Baker, Dave Stack and Mary Schmidt participated. Report preparation is underway.
- The visit to the Town of Acton is scheduled for December 8th with Dale Small, April Marshall, Shawn McLeod, Crystal Seifried, Ken Cobber and Shep Shepetunko participating.

- Both the Town Of Mitchell and the Town of Acton will present their reports to Council in the New Year, and then will be shared with the Economic Development Committee.

Community Improvement Program

- Wellington North CIP is currently with the Ministry of Municipal Affairs & Housing. Once concurrence is received a recommendation will be made by the Economic Development Committee for Council to adopt the CIP. This will occur at our December meeting.
- Implementation will occur from Jan 2012 – Jan 2021
- Our funding agreement with OMAFRA for the RED program needs to be extended to Jan 31st, 2012 from Oct. 31st, 2011. Discussions have been held with OMAFRA who support the extension however a recommendation needs to be made for council approval.

Motion

Moved By: Al Rawlins

Seconded By: Steve Dineen

THAT THE Economic Development Committee recommend to Council that it approve the Amendment Agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs to extend the completion date of RED Funding from October 31, 2011 to January 31, 2012.

Carried

Community Radio Update

- A Technical brief is nearing completion and we are looking into an existing communication tower. The name which will need to be registered will be Wellington North Community Radio Inc. with a frequency allocation of CIWN 88.7 FM
- Lots of work remains over the next year to measure Community interest and involvement and to finalize Programming, Content, Costs and partnership agreements. A working Committee will be established. Tim Boggs and Shep Shepetunko will work on this with Dale and April.
- Next steps include finalizing the technical brief and completing the package required for the CRTC submission.

Business Retention & Expansion

- Press Release for the next phase was issued earlier this month and a copy was provided.
- EDC Champion Al Rawlins along with Dale have signed the letter and survey that will be distributed later this month. Similar to last year the final report and recommendations will be presented at Showcase 2012.

Other

- Wellington North Showcase 2012 will be held in Arthur on Monday, March 26th and Tuesday, March 27th. Dale & April will present an overview of the plan at our January meeting.
- SEDC is working on a new business awards program to be launched in 2012. After some discussion a recommendation was made and approved that the Economic Development Committee support the Saugeen Economic Development Corporation in their re-launch of the program and would contribute \$2,500.00 to cover our support & sponsorship for three years.
- Dale will draft a response for Mayor Tout's signature on behalf of the Economic Development Committee and the Township of Wellington North.

5. TOURISM, MARKETING & PROMOTION MANAGER UPDATE:

The Butter Tart Trail

- The current state of the trail was discussed along with criteria to qualify standards for the relaunch which would be set for Spring 2012.

Wellington County Economic Development Group

- Preparing for the publication of the 2012 Festival & Events Guide and planning to get it out earlier this year.
- In discussion to expand what was known as the Elora, Fergus Recipe to Experience to other partners in the county.

Taste~Real

- Hosting the End of Season Gathering on Monday, November 21st @ Irvine Creek Organics Retreat Centre in Belwood.
- Have submitted a request for Wellington North to become a partner again for 2012.
- The committee has requested that a Taste~Real representative attend an EDC meeting to recap how money was spent last year and the plans for 2012. The committee requests that the presentation to specifically include what has been and what will be done in Wellington North.

RT04

- A recap was given on the Fall campaign and launch of the Winter campaign
- Currently working on the 2012 business and marketing plan
- A sub committee has been created to focus in on creating a culinary trail or package, which April is participating in.

Ontario Heritage Trust's Doors Open program

- An overview of the program was given, includes features and benefits
- The Committee expressed their interest in participating, but suggests planning for 2013, allowing us an additional year to ensure that it is feasible.

Festival & Events Ontario

- Features and benefits of being a member were reviewed.
- The Committee is in agreement to pursue membership.

Wellington North Tourism Brochure

- Intentions of creating a brochure to feature events, accommodations, restaurants, maps, trails, etc were discussed.
- The Committee is interested in receiving further details on the set up and cost.

New Tourism Website

- Intentions for creating a new tourism website to feature where to shop, eat, see and stay were discussed, in association with launching Facebook, Twitter and monthly newsletters. Special packaging to also be a feature – to include accommodation, experience, tickets, etc.
- The Committee is interested in receiving further details on the set up and cost.

Promotional Items

- Features and benefits of having a Wellington North tote were discussed – for use for distribution of tourism brochures and other promotional pieces that can be used at events, including Wellington North Showcase, chamber offices, etc. It can also be used for a welcome package for new residents and businesses.

- The Committee is interested in seeing some different options with pricing.

Other

- The Wellington North 'Simply Explore' logo was reviewed and confirmed to use in all pieces corresponding with tourism.
- The Township of Wellington North logo was reviewed and confirmed as the sole logo to be used in all township correspondence.
- A request was submitted from Pastor Harry from the Victory Church about partnering on a Farmer's Market, using the church as the venue. April will facilitate reviewing the request and partnership details, while checking in with other established Farmer's Marketing in the area on how they are operating.
- Establishing a Tourism Advisory Committee to partner with the Economic Development Committee was discussed. This sub-committee would help to coordinate marketing initiatives and collaborate on marketing, knowledge, inventory, etc. A way to qualify partners would need to be established.

6. ANNOUNCEMENTS

- None

7. NEXT MEETING DATE

- Wednesday, December 21st, 2011

8. ADJOURNMENT

Motion by: Al Rawlins

***THAT** the Meeting be adjourned at 6:50 pm*

Carried

Wednesday, November 23rd 2011

Attn: Lori Heinbuch:

My name is Victoria Zeinstra, and I am representing a Business Leadership BOH 4M class at Wellington Heights Secondary School in Mount Forest, Ontario this year. Every year for the past 10 years we have been running a program called Warm Winter Wishes. We are a non-profit organization created, organized and run by the entire participating grade 12 class. The purpose of this leadership class is to make Christmas possible for some families within the surrounding communities whereas without our help this may not be an option. In our community we support children from 8 different schools. Our goal this year is to raise \$20,000 to support these families. Last year we were able to purchase gifts, and grocery cards for over 115 kids so that they were able to have presents under the tree on Christmas morning.

This year, I am the manager of an event that we call the "hockey buyout," Which is being held on December 13th 2011. The purpose of this event is to have a teacher vs. student hockey game. Students are encouraged to buy tickets to attend the event therefore any money raised is helping us reach our target goal for this year. We are hoping that the township of Wellington North would be able to donate the ice time needed to host this worthy event. We are requesting two hours of ice time, at the Mount Forest Sports Complex, on December 13th 2011 from 12:30 until 2:30pm.

Please direct any correspondence or questions you may have to Steven Hutchison, General Manager of Warm Winter Wishes 2011, as I will be away from November 24th 2011 until December 1st 2011.

Thank you for your time and consideration.

Victoria Zeinstra

Victoria Zeinstra

Manager of Hockey Buyout

(519) 321 - 1916

tori.zeinstra@hotmail.com

Steven Hutchison

General Manager

(519)-831-2865

calgary_rocks_4@hotmail.com

School Rate

\$ 31.00/hour plus HST

for 2 hours

\$ 70.06

RECEIVED

NOV 28 2011

TWP. OF WELLINGTON NORTH

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

BY-LAW NUMBER 101-08

**BEING A PROVISIONAL DRAIN REPAIR BY-LAW TO PROVIDE
FOR THE REPAIR OF THE BRANDY CREEK DRAINAGE WORKS.**

WHEREAS the Township of Wellington North is required to undertake such repairs in accordance with Section 74 and Section 75 of *The Drainage Act*, R.S.O. 1990.

AND WHEREAS the work to be done is:
Remove brush, clean ditch and level spoil on Lots 20 and 21, Concession B & Lot 11, 12, Con 19, former Township of Peel.

AND WHEREAS the estimated cost of such repairs is:
\$2,500.00

AND WHEREAS the costs of the repairs shall be assessed against all lands and roads in the watershed upstream of the point of commencement of the repair work being done, prorata with the last revised Schedule of Assessment for the respective drain;

AND WHEREAS the last revised Schedule of Assessment to be used for maintenance of the drain is contained in a report by, and adopted as Township By-law No. as follows:

<u>Drain</u>	<u>Engineer/Survey</u>	<u>By-law No</u>
Brandy Creek Drainage Works	G. Doug Gamsby, P. Eng.	Peel Township 1645

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

1. That the estimated costs of repair shall be prorated as outlined in Schedule "A" attached hereto:

**SCHEDULE A
SCHEDULE OF ASSESSMENT
BRANDY CREEK DRAIN REPAIR 2011
Township of Wellington North
AMENDED**

Con	Lot	Roll No	1969 Owner	2011 Owner	"A" Drain			"B" Drain			2011 Total A&B	Total of A & B Grant	Total Net Assess't
					1969 Total	2011 Assess	1/3 Grant	1969 Total	2011 Assess	1/3 Grant			
Township of Wellington North													
19	Pt 10, 11	017-14600	B. Richardson	K. & B. Fair	412.00	206.83	68.94	256.00	128.52	42.84	335.35	111.78	223.57
19	Pt 10, 11	017-14300	I. Maksymuk	M. & S. Coffey	829.00	416.18	138.73	81.00	40.66	13.55	456.84	152.28	304.56
19	Pt 20	017-14350	I. Maksymuk	G. & A. McNaught	42.00	21.08	0.00	-	-	0.00	21.08	-	21.08
19	Pt 20	017-14360	I. Maksymuk	N. & M. Martin	20.00	10.04	0.00	-	-	0.00	10.04	-	10.04
19	22	017-15800	I. Maksymuk	M. & S. Coffey	168.00	84.34	28.11	-	-	0.00	84.34	28.11	56.23
19	21	017-15900	W. Witzke	Charlotte Farms Inc.	3,058.00	1,535.19	511.73	-	-	0.00	1,535.19	511.73	1,023.46
19	20	017-16000	T. Stack	B. & J. Seltner	1,456.00	730.94	243.65	-	-	0.00	730.94	243.65	487.30
19	19	017-16100	V. Donnell	V. & N. Viosin	1,031.00	517.58	172.53	-	-	0.00	517.58	172.53	345.06
Total Lands Twp Wellington					7,016.00	3,522.19	1,163.69	337.00	169.18	56.39	3,691.37	1,220.08	2,471.29
Concession Road 18-19 Twp. Of Peel Wellington North					277.00	139.06	-	89.00	44.68	-	183.74	-	183.74
Sideroad 18-19 Twp. Of Peel Wellington North					49.50	24.85	-	-	-	-	24.85	-	24.85
Total Roads					326.50	163.91	-	89.00	44.68	-	208.59	-	208.59
Total Assessments Twp of Wellington North:					7,342.50	3,686.10	1,163.69	426.00	213.86	56.39	3,899.96	1,220.08	2,679.88
Mapleton Township													
18	12	006-11200	S. Zeiman	Triaro Farms Inc.	1,458.00	731.94	243.98	-	-	-	731.94	243.98	487.96
18	E½ 11	006-11300	H. Heinzer	A. Pronk	575.00	288.66	96.22	571.00	286.66	95.55	575.32	191.77	383.55
18	W½ 11	006-11400	F. Gravelle	C. Pronk	378.00	189.76	63.25	228.00	114.46	38.15	304.23	101.41	202.82
19	18	006-16200	H. Coughlin	J. & L. Teselink	111.00	55.72	18.57	-	-	-	55.72	18.57	37.15
Total Lands Twp Mapleton					2,522.00	1,266.09	422.03	799.00	401.12	133.71	1,667.21	555.74	1,111.47
Concession Road 18-19 Twp. Of Peel Mapleton Twp.					277.00	139.06	-	89.00	44.68	-	183.74	-	183.74
Sideroad 18-19 Twp. Of Peel Mapleton Twp.					49.50	24.85	-	-	-	-	24.85	-	24.85
Total Roads					326.50	163.91	-	89.00	44.68	-	208.59	-	208.59
Total Assessment Mapleton Twp:					2,848.50	1,430.00	422.03	888.00	445.80	133.71	1,875.80	555.74	1,320.06
Total Assessment on Brandy Creek Drain Repair:					10,191.00	5,116.10	1,585.72	1,314.00	659.66	190.10	5,775.76	1,775.82	3,999.94

* Not Farm Tax Rated.

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

BY-LAW NUMBER 87-11

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 PUBLIC WORKS AND GOVERNMENT SERVICES ACTING THROUGH THE CANADIAN GENERAL STANDARDS BOARD AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Agreement for the Accreditation of the Operating Authority of Municipal Drinking Water Systems)

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

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;

WHEREAS the Minister of Public Works and Government Services has made the Canadian General Standards Board responsible for the administration of certain accreditation programs;

AND WHEREAS the Canadian General Standards Board has further to its mandate established an accreditation program for the purpose of ascertaining whether a party is capable of meeting the requirements under the Accreditation Program for Operating Authorities of Municipal Drinking Water Systems;

AND WHEREAS the Township of Wellington North wishes to participate in and be listed under the Accreditation Program with respect to those of its Drinking Water Systems listed in Schedule “B” of the Agreement;

AND WHEREAS the Township of Wellington North has made an Application representing that it’s services meet the requirements of Ontario’s Drinking Water Quality Management Standard as well as the Program Handbook for the Accreditation of Operating Authorities – Municipal Drinking Water Systems

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 Public Works and Government Services acting through the Canadian General Standards Board with respect to the Accreditation of the Operating Authority of Municipal Drinking Water Systems.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Public Works and Government Services acting through the Canadian General Standards Board in substantially the same form as the agreement attached hereto as Schedule "1".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 5TH DAY OF DECEMBER, 2011.

RAYMOND TOUT
MAYOR

LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW 87-11
SCHEDULE "1"

THIS AGREEMENT made

BETWEEN Her Majesty the Queen in right of Canada, as represented by the Minister of Public Works and Government Services acting through the Canadian General Standards Board (hereinafter referred to as "Canada")

AND The Corporation of the Township of Wellington North, a corporation incorporated under the laws of the Province of Ontario, Canada, and having its head office in Kenilworth, Ontario (hereinafter "the Operating Authority")

**AGREEMENT FOR THE ACCREDITATION OF THE OPERATING
AUTHORITY OF MUNICIPAL DRINKING WATER SYSTEMS**

WHEREAS Canada, as represented by the Minister of Public Works and Government Services, has made the Canadian General Standards Board (hereinafter "the CGSB") responsible for the administration of certain accreditation programs;

AND WHEREAS the CGSB has further to its mandate established an accreditation program for the purpose of ascertaining whether a party is capable of meeting the requirements under the Accreditation Program for Operating Authorities of Municipal Drinking Water Systems (hereinafter "the Accreditation Program");

AND WHEREAS the Operating Authority wishes to participate in and be listed under the Accreditation Program with respect to those of its Drinking Water Systems that are listed in the attached Schedule "B";

AND WHEREAS the Operating Authority has made an Application to Canada representing that its services meet the requirements of Ontario's Drinking Water Quality Management Standard (hereinafter "the Standard") as well as the Program Handbook for the Accreditation of Operating Authorities — Municipal Drinking Water Systems (hereinafter "the Handbook");

AND WHEREAS Canada is prepared to list the Operating Authority under the Accreditation Program upon the terms and conditions and for the consideration set out herein;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, Canada and the Operating Authority (hereinafter collectively "the Parties") agree as follows:

1. This non-exclusive Accreditation shall be for a term of three (3) years commencing the 15th day of November 2011 and expiring on the 15th day of November 2014.
2. The following listed documents form part of and are incorporated into this Agreement as fully and effectively as if they were set forth at length in this Agreement:
 - a. These articles of Agreement;
 - b. Schedule "A" — "Operating Authority's Application for Accreditation";
 - c. The Handbook
 - d. Schedule "B" — "Operating Authority's Drinking Water Systems and Facilities".

In the event of any discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document that first appears on the above list shall prevail.

In the event that a document on the above list is internally inconsistent or ambiguous, the wording that first appears in the document shall prevail over any subsequent wording in the document.

Application

3. Canada declares, and the Operating Authority acknowledges, that Canada's decision to enter into this Agreement is based in part upon the Operating Authority's representations and undertakings that are set out in the Operating Authority's Application for Accreditation submitted by the Operating Authority.

Listing in the Accreditation Program

4. During the term of this Agreement and subject to the conditions set out herein, Canada shall list the Operating Authority as a participant in the Accreditation Program provided that the Operating Authority satisfies on an ongoing basis the terms, conditions and other requirements of the Agreement of the Accreditation Program as detailed in the Handbook.
5. The Operating Authority agrees and covenants that it will comply with and perform all its obligations in accordance with the terms, conditions, specifications, representations, undertakings and other requirements of this Agreement, the Standard and the Handbook, during the term of this Agreement and for all its drinking water systems and facilities listed at Schedule "B", which may be amended from time to time through mutual agreement of CGSB and the Operating Authority, including taking responsibility for ensuring that:
 - a. the Operating Authority continues to respect the representations made in the Operating Authority's Application for Accreditation (Schedule "A") throughout the term of this Agreement; and
 - b. the Operating Authority reports to the CGSB, without any delay, any changes to its operations, facilities and procedures, or any other changes relative to its representations made in the Operating Authority Application for Accreditation (Schedule "A").
6. Canada also reserves the right to change the Handbook at any time. If Canada amends the Handbook, the Operating Authority will be notified that a new revision of the Handbook has been released, and it will be the sole responsibility of the Operating Authority to retrieve and implement the most current revision of the Handbook. If required, the Operating Authority will be given reasonable time to implement associated changes to its operations, facilities and procedures that are needed to conform to these amendments. After this time, Canada may require that the Operating Authority confirm in writing that it conforms to the revised Handbook. Failure to bring a listed facility into conformance with the revised Handbook within the time given for implementation shall be, at the option of Canada, either grounds for de-listing or a default under this Agreement.
7. Similarly, the Province of Ontario may amend the Standard at any time. It is the sole responsibility of the Operating Authority to ensure that they monitor and conform to the most current revision of the Standard. If required, the Operating Authority will be given reasonable time to implement associated changes to its operations, facilities and procedures that are needed to conform to these amendments. After this time, Canada may require that the Operating Authority confirm in writing that it conforms to the revised Standard. Failure to bring a listed facility into conformance with the revised Standard within the time given for implementation shall be, at the option of Canada, either grounds for de-listing or a default under this Agreement.

Withdrawal and/or Termination by the Operating Authority

8. The Operating Authority may, at any time, inform Canada in writing that it is withdrawing from the Accreditation Program. The Operating Authority shall no longer use the CGSB accreditation number. Upon the Operating Authority's formal withdrawal from the Accreditation Program, Canada shall not be obligated to repay any payment or portion of any payment made by the Operating Authority that corresponds to a period of time extending beyond the withdrawal from the Accreditation Program.

The Operating Authority may, at the option of the Operating Authority, terminate this Agreement by giving sixty (60) days' written notice to Canada in the manner set forth and at the address listed at Article 28.

Significance of Accreditation

9. The Operating Authority understands and agrees that Canada's execution of this Agreement and Canada's listing of the Operating Authority as a participant in the Accreditation Program means that the Operating Authority has demonstrated to the satisfaction of Canada that it is capable of conforming to the requirements of the Handbook and those of the Standard. The Operating Authority shall make no other implied or express representations as to the meaning of such a listing. The Operating Authority understands and agrees that the listing of the Operating Authority under the Accreditation Program in no way relieves the Operating Authority of the duty to uphold the laws and regulations applicable to the industry and to maintain a continuing, systematic and diligent program and a quality management system to ensure that the Operating Authority meets or exceeds the requirements of the Handbook and the Standard.

Agreement to use the CGSB Accreditation number

10. During the term of this Agreement and subject to the terms and conditions set out herein, Canada hereby grants the Operating Authority the right to use the CGSB accreditation number in accordance with Section 10 of the Handbook, "Use of the CGSB name and Accreditation number".
11. Canada shall have the right to preview and approve the use of its name, the CGSB accreditation number or any other representation of its Accreditation Program before publication, printing or other use by the Operating Authority. This right includes the right to preview any other claim or representation made by the Operating Authority in or on advertising, promotional materials or labels that have not been assessed and listed by Canada.
12. The Operating Authority acknowledges that the CGSB accreditation number is the exclusive property of Canada and that all use of the CGSB accreditation number by the Operating Authority shall inure to the benefit of Canada. If Canada notifies the Operating Authority that it objects to a use of the CGSB accreditation number by the Operating Authority, the Operating Authority will have to cease such use immediately. The Operating Authority agrees that it will do nothing inconsistent with Canada's ownership of and title to the CGSB accreditation number, or with the rights provided to the Operating Authority under this Agreement regarding the CGSB accreditation number. Nothing in this Agreement shall give the Operating Authority any right, title or interest in the CGSB accreditation number other than the right to use the number in accordance with this Agreement.
13. The failure of the Operating Authority to conform to the terms, conditions and covenants contained in this Agreement shall entitle Canada, acting reasonably at its sole discretion, to terminate the Agreement. The Operating Authority agrees that the breach of any term, condition or covenant contained in Section 10 of the Handbook, "Use of the CGSB name and Accreditation number", or Articles 10 to 13 of this Agreement, or any use of the CGSB accreditation number without

Canada's prior consent, will cause irreparable injury to Canada. The Operating Authority therefore agrees, in the event of any such breach, and notwithstanding any provision to the contrary in this Agreement, that it will not oppose Canada's request to a court of competent jurisdiction for injunctive relief preventing the Operating Authority's continued use of the CGSB accreditation number.

14. The Operating Authority shall immediately notify Canada of any apparent infringement of or challenge or claim by any person relating to the CGSB accreditation number. Canada shall have the exclusive right to control as it sees fit, in its sole discretion, any settlement, litigation or other proceeding relating to such infringement, challenge or claim or otherwise relating to the CGSB accreditation number.

Accreditation Program Fees

15. Each year during the term of this Agreement, in consideration of the non-exclusive accreditation granted by Canada hereby, and in consideration of Canada's activities relating to its management of the Accreditation Program and its listing of the Operating Authority as a participant, the Operating Authority shall pay to Canada fees and charges as detailed at Section 9, "Costing", of the Handbook.
16. Payment of the said fees and charges shall be made in the manner set forth at Section 9, "Costing", of the Handbook.

Interest on Late Payments

17. The Operating Authority shall be liable to pay to Canada simple interest at the Bank Rate, plus three percent (3.00%), on any overdue amount from the date such amount became overdue until the date prior to the date of payment, inclusively.
18. For the purposes of Article 17
 - a. an amount is "due and payable" when it is due and payable by the Operating Authority to Canada pursuant to the terms of this Agreement;
 - b. an amount is "overdue" when it is unpaid on the first day following the day that it is due and payable;
 - c. "date of payment" means the date on which the payment of the fees and charges detailed in Section 9, "Costing", of the Handbook is received by Canada; and
 - d. "Bank Rate" means the prevailing discount rate of interest set by the Bank of Canada at the opening of business on the date the amount of the fees and charges detailed in Section 9, "Costing", of the Handbook become overdue.

Termination for Default

19. Canada may terminate this Agreement upon giving written notice to the Operating Authority in the event that
 - a. the Operating Authority fails, refuses or neglects, or is unable to comply with any of the provisions of this Agreement;
 - b. the Operating Authority fails to comply with the provisions of its Application for Accreditation (Schedule "A");
 - c. the Operating Authority fails to comply with the requirements of the Standard or the Handbook;

- d. the Operating Authority fails to respect any of the time periods stipulated, referred to or set in accordance with this Agreement; or
 - e. any amount payable by the Operating Authority to Canada under the terms of this Agreement remains unpaid for more than sixty (60) days.
20. This Agreement shall terminate without notice, and all rights accorded to the Operating Authority under this Agreement shall be terminated, if the Operating Authority
- a. applies for or consents to the appointment of a receiver, receiver manager, trustee or liquidator for itself or any of its property;
 - b. is unable or admits its inability to pay its debts as they become due;
 - c. makes a general assignment for the benefit of creditors;
 - d. is adjudicated bankrupt or insolvent; or
 - e. files a voluntary petition in bankruptcy or a petition seeking reorganization or arrangement with creditors; takes advantage of any insolvency law; admits to the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; initiates a corporate action to effect any of the foregoing; or if an order is made or a resolution passed for the winding up of the Operating Authority.
21. The Operating Authority shall be liable to Canada for all loss and damage that may be suffered by Canada by reason of any default on the part of the Operating Authority.
22. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason of default by the Operating Authority, all fees and charges that are owing pursuant to the terms of this Agreement shall immediately become due and payable, and in no event shall Canada become obligated to repay any payment made or any portion of a payment that has been made and that corresponds to a period of time that extends beyond the date of termination by reason of default.

Termination by Canada

23. Canada may, at the option of Canada, and in addition to the provisions of Article 20 herein, terminate this Agreement by giving sixty (60) days' written notice to the Operating Authority in the manner set forth and at the address listed at Article 28.
24. In the event Canada terminates this Agreement for any reason other than the Operating Authority's default in respecting any of its obligations hereunder, the annual Program Management charges will be prorated according to the number of days of the then current year during which this Agreement is in effect, and the remaining portion for that year will be reimbursed to the Operating Authority. In the event, however, that the Operating Authority terminates this Agreement pursuant to Article 8 hereof, then the Operating Authority shall not be entitled to any reimbursement.

Indemnity

25. Without limiting Canada's remedies and recourses at law, the Operating Authority covenants and agrees to indemnify and save harmless Canada, the Minister of Public Works and Government Services Canada and their servants and agents from and against

- a. any damages, costs or expenses or any claim, action, suit or other proceeding that they or any of them may at any time incur or suffer as a result of or arising out of any injury to persons (including injuries resulting in death) or loss of or damage to property of others that may be or be alleged to be caused by or suffered as a result of
 - i. the Operating Authority's operations, facilities and procedures;
 - ii. the provision of a service by or for the Operating Authority and in connection with which the CGSB accreditation number is used, whether such use is authorized or unauthorized; or
 - iii. any other act or omission of the Operating Authority;
- b. any and all liability, loss, cost, damages, legal fees and expenses of whatever kind or nature that Canada may sustain or incur by reason or in consequence of any act or omission of the Operating Authority in respect of the right granted herein to use the CGSB accreditation number or display the certificate issued by Canada, or the right to use or the use of the CGSB accreditation number in connection with any product and/or facilities, whether authorized or unauthorized; and
- c. any reasonable costs that may be sustained or incurred by Canada in making any investigation on account of any such liability, loss, cost, damage, legal fees or expenses in defending or prosecuting any action, suit or other proceeding that may be brought in connection therewith or in obtaining a release from liability in connection therewith, or in enforcing any of the obligations herein contained.

Canada shall give notice to the Operating Authority of any claim, action, suit or proceeding referred to above. To the extent requested by the Attorney General of Canada, the Operating Authority shall, at its own expense, participate in or conduct the defense of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Operating Authority shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

Assignment

- 26. This Agreement is personal to the Operating Authority and shall not be assigned or otherwise encumbered by the Operating Authority or by operation of law, in whole or in part. Any purported assignment or encumbrance of this Agreement by the Operating Authority shall be null and void.

Time is of the Essence

- 27. Time shall be of the essence of this Agreement.

Notice

- 28. a. Any notice shall be in writing and may be delivered by hand or sent by e-mail, by courier, by registered mail or by facsimile or other electronic means that provides a paper record of the text of the notice, and addressed to the Party for whom it is intended at the address set out below. Any notice shall be deemed to be effective on the day it is received at that address.

For the Operating Authority, to:

Foreman/ORO
The Corporation of the Township of Wellington North
7490 Sideroad 7 West
PO Box 125
Kenilworth, Ontario
(Canada)
N0G 2E0

For Canada, to:

Manager, Accreditation Program for Operating Authorities
Canadian General Standards Board
11 Laurier Street, Place du Portage
Phase III, 6B1
Gatineau, Quebec
(Canada)
K1A 1G6

- b. Either party may, by written notice to the other, change its address for purposes of this article. In the event that any notice sent to the address set out in this article, or in the latest address change notice received by the party sending the notice, shall be returned undelivered by reason of the fact that the party to whom it was addressed has moved or does not occupy the designated address, such notice shall nevertheless be deemed to have been received by such party on the date it was sent.

Miscellaneous

29. This Agreement shall be governed by and construed in accordance with the laws in effect in the Province of Ontario.
30. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
31. a. The Operating Authority certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Agreement to any person other than an employee of the Operating Authority acting in the normal course of the employee's duties.

In this article,

"contingency fee" means any payment or other compensation that depends or is calculated on the basis of a degree of success in soliciting, negotiating or obtaining the Agreement, and "person" includes any individual who is required to file a return with the Commissioner of Lobbying pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supp.);

"employee" means a person with whom the Operating Authority has an employer-employee relationship; and

"person" means an individual or a group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, any individual who is required to file a return with the Commissioner of Lobbying pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supp.) as the same may be amended from time to time.

- b. All accounts and records of the Operating Authority pertaining to payment of fees or other compensation for the solicitation, negotiation or obtaining of this Agreement shall be open to audit, inspection and examination by the

authorized representatives of the CGSB, who may make copies and take extracts therefrom. The Operating Authority shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the CGSB may from time to time require with respect to such accounts and records.

- c. If the Operating Authority certifies falsely under this article or is in default of the obligations contained herein, the CGSB may either terminate this Agreement for default in accordance with the termination for default provisions of the Agreement or recover from the Operating Authority the full amount of the contingency fee.
- 32.
- a. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. Details on existing sanctions can be found at www.dfait-maeci.gc.ca/trade/sanctions-en.asp.
 - b. The Operating Authority undertakes and agrees that it will, in the performance of this Agreement, comply with any such regulations that are in force on the effective date of the Agreement.
 - c. The Operating Authority must comply with changes to such regulations imposed during the period of the Agreement. The Operating Authority must immediately advise Canada if it is unable to abide by the terms of the Agreement or the other documents listed at Article 2 of this Agreement, as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a workaround plan, the Agreement will be terminated.
33. This Agreement represents the entire agreement between Canada and the Operating Authority relating to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Agreement.
34. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Operating Authority.
35. All of the Operating Authority's representations and warranties set out in this Agreement as well as the provisions concerning indemnity against third party claims shall survive the expiry of the Agreement or the termination of the Agreement for default, for convenience or by mutual consent, as shall any other provision of the Agreement that, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.
36. No amendment or modification to this Agreement shall be valid and binding unless it is incorporated into the Agreement by written amendment executed by the authorized representatives of both Canada and the Operating Authority.
37. No waiver shall be valid, binding or affect the rights of the Parties unless their respective authorized representatives make it in writing. The waiver by a Party of a breach of any term or condition of the Agreement shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or constitute a waiver of any subsequent breach. Every right, remedy, power and discretion vested in or acquired by Canada under this Agreement or by law shall be cumulative and non-exclusive.

IN WITNESS WHEREOF this Agreement has been duly executed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Publics Works and Government Services acting through the Canadian General Standards Board, and has been duly executed on behalf of THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH, the Operating Authority, by its duly authorized officer effective the day and year first above written.

MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES
(as represented by and acting through the Canadian General Standards Board)

(Signature) (Date)

Kirk Albert
(Name in Print)

Team Leader, Canadian General Standards Board
(Title)

OPERATING AUTHORITY
The Corporation of the Township of Wellington North

(Signature) (Date)

(Name in Print)

(Title)

(Witness Signature) (Date)

(Witness Name in Print)

(Witness Title)

SCHEDULE "A"
APPLICATION AND UNDERTAKING

As per the signed application dated the 30th day of June 2009

SCHEDULE "B"

DRINKING WATER SYSTEMS AND FACILITIES

Drinking Water System Name(s):

Arthur Drinking Water System

Mount Forest Drinking Water System

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

BY-LAW NUMBER 88-11

BEING A BY-LAW TO AUTHORIZE A DEFERRAL AGREEMENT PURSUANT TO SECTION 27 OF THE *DEVELOPMENT CHARGES ACT*. (Part of Park Lot 5, South of Clyde Street, Part 1 on Plan 16R11461 – Hummel)

WHEREAS the Council of the Corporation of the Township of Wellington North passed By-law 52-08 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 Stephen Henry Hummel, the owner of the following lands:

Part of Park Lot 5, South of Clyde Street, being Part 1 on Plan 16R11461, Plan for the Town of Mount Forest, Township of Wellington North, County of Wellington and having Property Identifier Number 71075-0324 (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 Stephen Henry Hummel in the form of the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the 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 5TH DAY OF DECEMBER, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 88-11

SCHEDULE 1

AGREEMENT
(Section 27 *Development Charges Act*)

THIS AGREEMENT made this day of December, 2011.

BETWEEN:

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

- and -

STEPHEN HENRY HUMMEL
of the Township of Wellington North, in the County of Wellington
(hereinafter called "the Owner")
OF THE SECOND PART

WHEREAS:

(A) The Owner is the owner of the following property having Property Identifier No. 71075-0324 (LT):

Part of Park Lot 5, South of Clyde Street, being Part 1, Plan 16R11461,
Plan for the Town of Mount Forest, Township of Wellington North, County
of Wellington (the "lands")

(B) The Owner proposes 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.

(C) Pursuant to the *Development Charges Act* and the Township's By-law 52-08 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.

(D) The Owner has requested the Township to defer the payment of that part of the development charges applicable to the development that pertain to sanitary sewer (wastewater) and water services.

(E) The Township's By-law 52-08 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 Owner acknowledges and agrees that development charges are payable with respect to the development, which charges include a charge of \$9,045.00 for the sanitary sewer (wastewater) and \$3,419.00 for the water services 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 Owner of the sanitary sewer (wastewater) and water services 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 \$9,045.00 and the deferred partial development charge in the amount of \$3,419.00 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 Owner consents 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 December, 2011.

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

Per: _____
Raymond Tout – Mayor

Per: _____
Lorraine Heinbuch, Clerk

We have authority to bind the Corporation.

SIGNED by the Owner this _____ day of December, 2011.

Witness

Stephen Henry Hummel



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
TEL: (519) 837-2600
FAX: (519) 823-1694
1-800-663-0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

November 14, 2011

Lori Heinbuch, CAO / Clerk
Township of Wellington North
7490 Sideroad 7 W
Kennilworth, ON N0G 2E0

Dear Ms. Heinbuch:

**Re: Laverne Ferguson – Proposed Clare Creek Gravel Pit
N Pt. Lot 15, Concession 5 & 6 (Geographic Arthur Township)
Ministry Natural Resources(MNR) – Class 3 Gravel Pit License**

PLANNING OPINION

Based on my preliminary review of the supporting documents, I do not have any concerns at this point. However, it would be premature to support the Ferguson pit license application at this point. A rezoning is required before the Ministry of Natural Resources can issue the pit license. I have enclosed a copy of the letter the County will be sending to the Ministry and would recommend that the Township send a similar letter. I will provide further comments during the rezoning process, which is to be initiated in the near future.

1. Purpose

The proposal is for a Category 3 (1.5 metres above the water table), Class "A" gravel pit. Wellington North and the County have received notice of the pit license application and have been asked to provide comments to the applicant and the Ministry of Natural Resources by December 19, 2011.

2. Location

The proposed pit is located in the North Part of Lot 5, Concessions 5 & 6, Geographic Township of Arthur. Approximately 1/3 of the proposed pit is to be in Concession 6 owned by Laverne Ferguson. The other 2/3 of the pit is to be in Concession 5, owned by son David Ferguson.

3. Application and Background

A detailed Site Plan and Summary Statement have been provided by Gibson Consulting Services. The proposed pit application has the following characteristics:

- Annual quantity of material to be extracted – 75,000 tonnes (moderate size)
- Estimated total amount of resource present – 1 million tonnes
- Found in a Esker ridge formation
- Will remove 5 to 12 metres of sand and gravel, removing ridge
- Proposed licensed area – 8.9 hectares
- Proposed extraction area – 6.7 hectares
- Will remain at least 1.5 metres above water table
- Road access for pit would be Concession Road 4 N
- Haul routes – 50% north to Highway 89 and 50% south
- Canada Land Inventory for Soil Capability for Agriculture – predominantly Class 1 (Prime)
- Proposed after use – progressive rehabilitation to agricultural land

In support of the application, the applicants have provided the following documents:

- Summary Statement for license application (Gibson – October, 2011)
- Site Plans for Class A Pit License (Gibson - October, 2011)
- Natural Environment Level 1 and 2 Reports for Class A Pit License (Dance - March, 2011)
- Hydrogeological Assessment (ARL Groundwater Resources – February, 2011)
- Stage 1-2 Archeological Assessment (Amick Consultants - June, 2009)

The neighbouring lands consist of the following:

- Agricultural in all directions, except for South Tributary of Bethel Creek, running diagonally from Southeast to Northwest, just south of proposed pit
- Closest residential dwelling is David Ferguson house about 400 metres to east
- Next closest dwelling is about 800 metres to the south

4. Current Planning Status

The area of the proposed pit is designated Primary Agricultural. For the most part, the area is within the Mineral Aggregate Area overlay designation. Given this, the County will not be requiring an Official Plan amendment. The South Tributary is designated Core Greenlands in the Official Plan.

The proposed pit area is zoned Agricultural (A) in the Wellington North Zoning By-law. The South Tributary watercourse and abutting wetlands are zoned Natural Environment (NE). A rezoning will be required to permit the proposed gravel pit land use. It is my understanding that a rezoning application will be filed with the Township in the near future.

5. **Township Zoning By-law and MNR Pit License**

The pit license cannot be issued by the MNR until the Township Zoning permits the use. The rezoning process will include notice to and review by the public and agencies, a public meeting, a decision by Wellington North Council and an appeal period.

Given the Provincial Policy Statement and the County Official Plan, we are usually supportive of gravel pit applications, unless there are significant social or environmental impacts that cannot be satisfactorily mitigated. However, it would be premature to support the Ferguson pit license at this point, as the planning process has not been completed.

Sincerely,



Mark Van Patter, RPP
Senior Planner

C: Bob Gibson, Aggregate Consultant for applicant by email
Ron Davidson, Planning Consultant for applicant by email



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
TEL: (519) 837-2600
FAX: (519) 823-1694
1-800-663-0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ONTARIO
N1H 3T9

November 14, 2011

Mr. Ian Hagman, District Manager
Ministry of Natural Resources, Guelph District Office
1 Stone Road West
Guelph, ON N1G 4Y2

Dear Mr. Hagman:

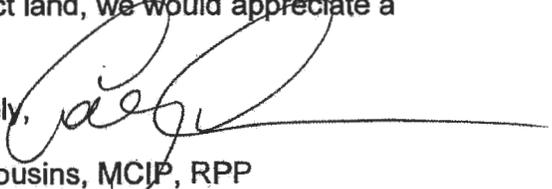
**Re: Proposed Ferguson Gravel Pit
N. Pt. Lot 5, Concessions 5 & 6, Twp. Wellington North (Arthur)
Notice of License Application - Category 3, Class 'A'**

While a County Official Plan Amendment is not required for lands within the Mineral Aggregate Area designation, there are planning policies in the plan that a aggregate operation must address.

Please be advised that the current Township of Wellington North zoning for the subject land does not permit the proposed aggregate extraction use. The planning review process will allow the Township an opportunity to identify potential social and environmental impacts and recommend measures to minimize those impacts. As such, this office would object to an aggregate license for the subject land until the required municipal planning approval is in place.

Should the Ministry grant a license for the subject land, we would appreciate a copy of the approved site plans for our files.

Sincerely,


Gary Cousins, MCIP, RPP
Director of Planning and Development

C: Lori Heinbuch, Township of Wellington North
Bob Gibson, Aggregate Consultant for applicant by email
Ron Davidson, Planning Consultant for applicant by email

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B145/11

APPLICANT

Richard & Mabel Cole
8420 Line 6
R.R. 4
Kenilworth, ON N0G 2E0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (West Luther)
Part Lot 10
Concession 7

Proposed irregular shaped severance is 76 acres with 1136' frontage on County Rd 16 and 564' frontage on Line 6, vacant land, existing and proposed agricultural use.

Retained irregular shaped parcel is 10.3 acres with 66' frontage, existing and proposed rural residential use with existing house, 3 sheds and a fabric coverall.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 015 01800 0000

Does this description reasonably describe the parcel holdings? YES (X) NO ()

If the answer is no, please provide new information: _____

Do you consider the proposal to conform to your Official Plan? YES () NO ()

What Section(s) does it conform to or contravene? (Please specify)

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES () NO ()

(Please Specify) front yard setback, section 12.2.1.3 and minor variance file A1/11

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES () NO ()

(Please Specify) front yard setback, section 12.2.1.3 and minor variance file A1/11

If necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES () NO () N/A () or Minor Variance YES () NO () N/A ()

Is proposal on an opened maintained year-round public road YES (X) NO ()

If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify _____

Is the Proposed Lot(s) serviced now by the Municipal Water YES () NO (X)

Serviced thru the retained parcel

Is the Retained Lot serviced now by Municipal Water YES () NO (X)

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES () NO (X)

Serviced thru retained lot

Is the Retained Lot serviced now by Municipal Sewers YES () NO (X)

Is there a Capital Works Project underway to service these lots in the near future YES () NO ()

Approximate Time of Servicing Availability: _____

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

MUNICIPALITY COMMENTING FORM

FILE NO: B 145/11

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES () NO ()

Is there any further information that may assist the Planning and Land Division Committee?
(A letter may be attached if there is insufficient space to explain)

Is the Municipality in support of this application? YES () NO ()

What Conditions, if any, are requested by the Municipality if the Consent is granted?

- *that the applicant abide by the Township or County entrance policy depending on location of entrance*
- *that the owner satisfy the requirements of the local municipality in reference to parkland dedication*

Does the Municipality request a Notice of Decision? YES (X) NO ()

SIGNATURE: _____

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2EO

DATE: December 6, 2011

November 10, 2011

NOTICE OF AN APPLICATION FOR CONSENT

Ontario Planning Act, Section 53(4)

The County of Wellington Planning and Land Division Committee requests your written comments on this application for consent.

APPLICATION SUBMITTED ON: October 26, 2011

FILE NO. B145/11

APPLICANT

Richard & Mabel Cole
8420 Line 6
RR#4
Kenilworth ON N0G 2E0

LOCATION OF SUBJECT LANDS:

WELLINGTON NORTH (West Luther)
Part Lot 10
Concession 7

Proposed irregular shaped severance is 76 acres with 1136' frontage on County Rd 16 and 564' frontage on Line 6, vacant land, existing and proposed agricultural use.

Retained irregular shaped parcel is 10.3 acres with 66' frontage, existing and proposed rural residential use with existing house, 3 sheds and a fabric coverall.

**IF YOU WISH TO SUBMIT COMMENTS ON THIS APPLICATION,
WE MUST HAVE YOUR WRITTEN COMMENTS BEFORE**

December 7, 2011

Please note that if the Comments are not received by the requested date, the Planning and Land Division Committee may proceed to consider the application, and may assume that you have no objection to this APPLICATION for CONSENT.

Please also be advised that if a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent, then the Ontario Municipal Board may dismiss the appeal.

If you wish to be **NOTIFIED OF THE DATE AND TIME OF THE CONSIDERATION** of this application - **please make your request in writing** to the Planning and Land Division Committee before the "Comments Return Date" noted above.

If you wish to be **NOTIFIED OF THE DECISION** of the County of Wellington Planning and Land Division Committee in respect of this proposed consent, **you must make a request in writing** to the County of Wellington Planning and Land Division Committee. This will also entitle you to be advised of a possible Ontario Municipal Board Hearing. Even if you are the successful party, you should request a copy of the decision since the County of Wellington Planning and Land Division Committee's decision may be appealed to the Ontario Municipal Board by the applicant or another member of the Public

INFORMATION REGARDING THE APPLICATION is available to the public during regular business hours, Monday to Friday at the County of Wellington Planning and Land Division Office- 74 Woolwich St. Guelph ON N1H 3T9. Phone: (519) 837-2600 x2170 Fax: (519) 837-3875

MAILED TO:

Local Municipality – Wellington North County Planning County Treasury Department
Conservation Authority - GRCA County Engineering
Bell Canada County Clerk Roads
Neighbour - as per list verified by local municipality and filed by applicant with this application

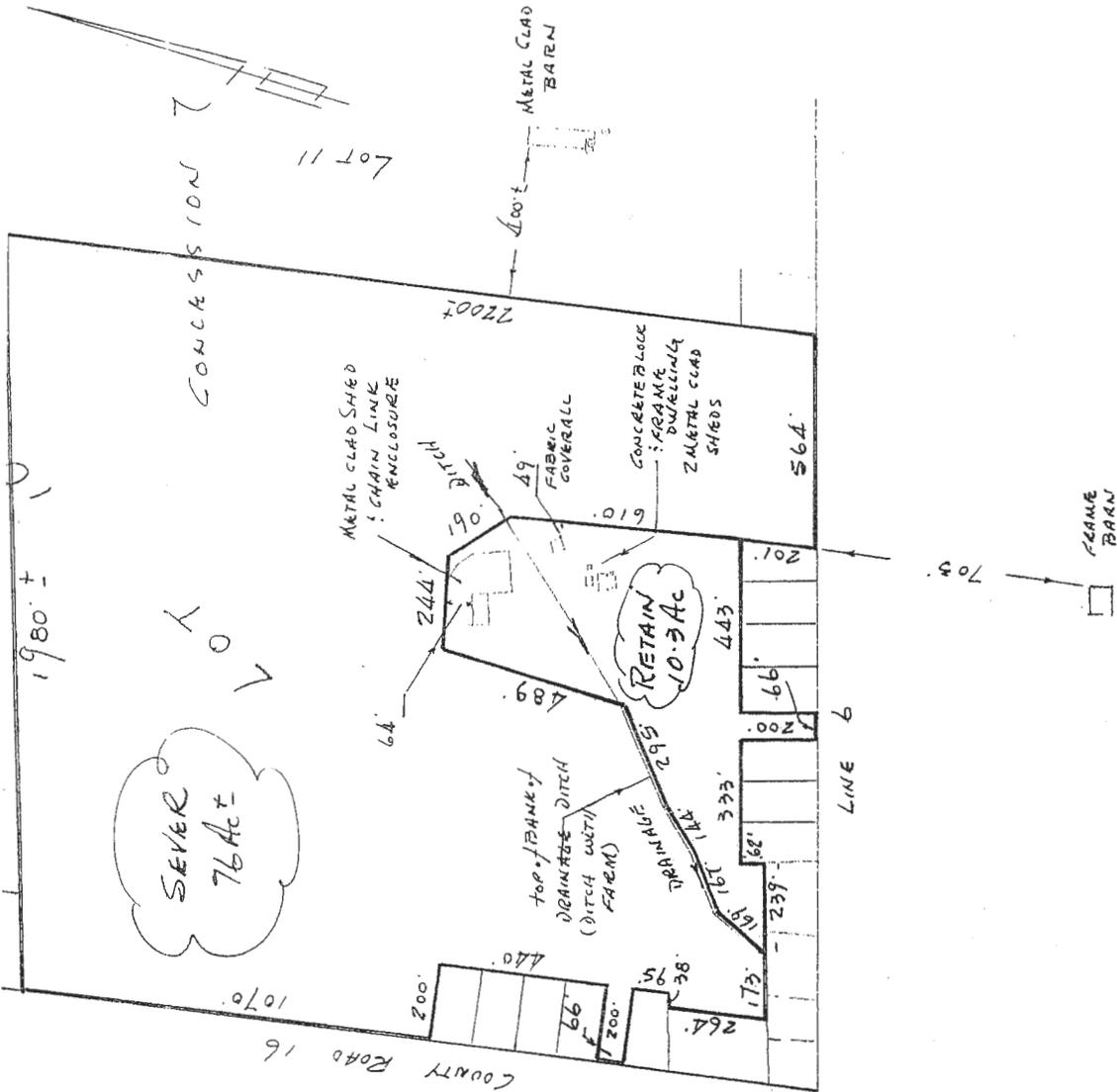
SEVERANCE SKETCH IN THE
 (TOWNSHIP OF WEST LUTHER)
 TOWNSHIP OF WASHINGTON NORTH

1" = 400'

Quila

Aug/10
 7992

ALEX R. WILSON
 SURVEYING INC
 MOUNT CORSEY
 519 323 2451





APPLICATION #:	B145/11
LOCATION:	Part Lot 10, Concession 7 TOWNSHIP OF WELLINGTON NORTH
APPLICANT/OWNER:	Richard & Mabel Cole

PLANNING OPINION: This proposal would create a 30.7 ha (76 ac) vacant agricultural parcel. A 4.1 ha (10.3 ac) vacant agricultural parcel would be retained which is currently occupied by a dwelling and 3 metal clad sheds. This application has been submitted under the surplus farm dwelling policies.

We would recommend deferral until additional information is provided by the applicant demonstrating that the severance is a result of a farm consolidation. We would require a legal description and parcel size of the farm parcel(s) currently owned and operated by the farmer which will be operated as one farm operation with the retained parcel.

Further the retained lot is larger than what the Official Plan policies contemplates. Staff's preference is to see a smaller parcel of approximately 2 ac. where feasible. The Committee should be satisfied that the applicant has justified the need for the size of the retained parcel and consider if it will have an adverse effect on agriculture. Staff have provided some alternative lot configurations.

If approved, we would request that the following matters be addressed:

1. The severed parcel is rezoned to prohibit new residential dwellings to the satisfaction of the local municipality and the County of Wellington.
2. That zoning relief for the metal clad sheds on the retained parcel, if required, is obtained to the satisfaction of the local municipality.
3. That an offer to purchase or satisfactory agreement is provided demonstrating that a bona fide farmer will be acquiring the severed parcel.

PROVINCIAL POLICY STATEMENT (PPS): The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c). According to this policy, lot creation in prime agricultural areas may be permitted for a residence surplus to a farming operation as a result of farm consolidation, provided that there is a restriction against new residential dwellings on any vacant farmland parcel created by severance. Farm consolidation is defined as the acquisition of additional farm parcels to be operated as one farm operation. We have not been provided with any information to demonstrate this.

Regarding Minimum Distance Separation 1 (MDS1). Minimum Distance Separation 1 (MDS1) is not applicable to surrounding livestock facilities. Under item 8 of the Implementation Guidelines, MDS1 is not applied to a proposed lot with an existing dwelling when that dwelling is already located on a parcel of land separate from the subject livestock facility.

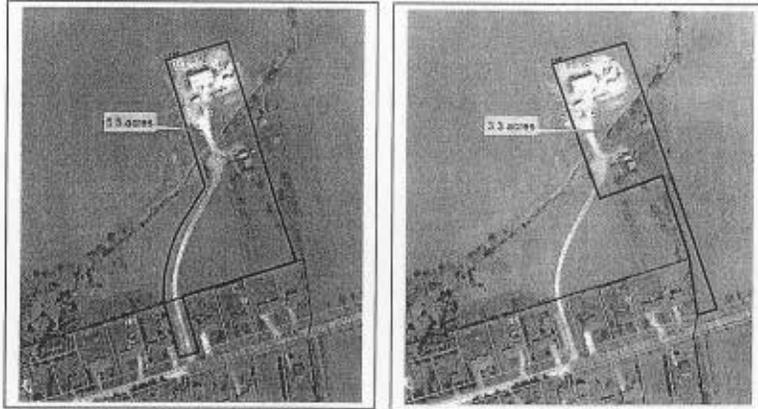
WELLINGTON COUNTY OFFICIAL PLAN: The subject lands are designated PRIME AGRICULTURAL, CORE GREENLANDS and HAMLET. The features protected by the CORE GREENLANDS designation are located on the severed parcel.

According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

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

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

Regarding item c) the surplus house parcel (retained) is larger than the preferred 2 ac. size. We would recommend that the retained parcel be reconfigured as shown below to reduce the amount of agricultural land being removed. There are two configurations shown, one which includes the laneway which provides a total retained lot area of 5.5 ac. and the second option has a retained area of 3.3 ac.



The matters under Section 10.1.3 were also considered

LOCAL ZONING BY-LAW: The subject lands are zoned Agricultural (A-1) and Natural Environment (NE). A portion of lands located on the parcel to be retained is zoned Agricultural site specific (A-75) to permit propane tank refurbishing business. Zoning relief may be required for the fabric shelter on the property.

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

A handwritten signature in cursive script that reads 'L. Redmond'.

Linda Redmond, Planner
November 30, 2011

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

BY-LAW NUMBER 89-11

**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
DECEMBER 5, 2011.**

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 December 5, 2011 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 5TH DAY OF DECEMBER, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Monday, December 12, 2011	Committee of Adjustment	7:00 p.m.
Monday, December 12, 2011	Public Meeting	7:15 p.m.
Monday, December 12, 2011	Public Meeting	7:30 p.m.
Monday, December 12, 2011	Regular Council	Following Public Meeting
Tuesday, December 20, 2011	Fire Committee	7:00 p.m.
Wednesday, December 21, 2011	Economic Development Committee	4:30 p.m.

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

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

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