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# Regular Meeting of Council

Monday, December 5, 2016

Following Court of Revision

Municipal Office Council Chambers, Kenilworth

## AGENDA

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**TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING - MINUTES  
MONDAY, NOVEMBER 21, 2016 AT 7:00 P.M.**

The Public Meeting was held at the Municipal Office Council Chambers, Kenilworth to consider a Zoning Amendment application.

**Present:**

**Mayor: Andy Lennox  
Councillors: Sherry Burke  
Lisa Hern  
Steve McCabe**

**Absent:**

**Dan Yake**

**Staff:**

**Chief Administrative Officer: Michael Givens  
Clerk: Karren Wallace  
Executive Assistant: Cathy Conrad  
Chief Building Official: Darren Jones  
Director of Public Works: Matthew Aston  
Treasurer: Kimberly Henderson  
Director of Recreation, Parks & Facilities: Barry Lavers  
Senior Planner: Linda Redmond**

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

**Declaration of Pecuniary Interest:**

No pecuniary interest declared.

**OWNER/APPLICANT: Christopher and Dana Samuel**

**LOCATION OF THE SUBJECT LAND**

The property subject to the proposed amendment is described as Part Lot 1, Concession 7, Geographic Township of West Luther, with a civic address of 8949 Wellington Road 14. The property is 36.32 hectares (89.76 acres) in size

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands to restrict any future residential development on the retained agricultural portion of property and to permit the existing accessory structures totaling 222.55 m<sup>2</sup> (2395.50 ft<sup>2</sup>) to remain on the severed residential portion of property. This rezoning is a condition of severance application B62/16, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling 0.8 ha (1.9 acres) from the agricultural parcel under the surplus farm dwelling policies.

**TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING - MINUTES  
MONDAY, NOVEMBER 21, 2016 AT 7:00 P.M.**

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on October 31, 2016 pursuant to the provisions in the *Planning Act*.

**PRESENTATIONS**

Linda Redmond, Senior Planner, reviewed comments provided by Elizabeth Martelluzzi, Junior Planner, dated November 15, 2016.

**Planning Opinion** The zoning amendment is required as a condition of provisional consent (B62/16) by the Wellington County Land Division Committee. The Planning Department had no objections to implementing this decision. Both the Provincial Policy Statement (PPS) and County Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future residential dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

Additional zoning relief is also required for the existing accessory structures on the severed residential parcel. The applicant would like to retain the existing shed and garage which have a combined floor area of 222.55m<sup>2</sup> (2,395 sq.ft), whereas the maximum lot coverage is 102.19m<sup>2</sup>(1,000 sq.ft). Provided the accessory buildings are for personal use and storage, we would have no concerns with the relief requested.

**INTRODUCTION**

The property subject to the proposed amendment is described as Part Lot 1, Concession 7, Geographic Township of West Luther, with a municipal address of 8949 Wellington Road 14. The lands subject to the amendment are 35 hectares (86.5 acres) in size and are currently zoned Agriculture. The surrounding land uses are mainly agricultural.

**PROPOSAL**

The purpose of the application is to rezone the subject lands to restrict future residential development and provide zoning relief for existing accessory dwellings on the severed lands which exceed the permitted lot coverage.

This rezoning is a condition of severance application B62/16, that was granted provisional approval by the Wellington County Land Division Committee in October. The consent will sever the existing dwelling (0.8 ha) from the agricultural parcel (35 ha) under the surplus farm dwelling policies.

**TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING - MINUTES  
MONDAY, NOVEMBER 21, 2016 AT 7:00 P.M.**

**PROVINCIAL POLICY STATEMENT (PPS)**

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

**WELLINGTON COUNTY OFFICIAL PLAN**

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

**ZONING BY-LAW**

The subject lands are zoned Agricultural (A). Two site specific zonings are required in order to accommodate the proposal. The first site specific (A-186) will prohibit a dwelling on the retained agricultural parcel. The second site specific (A-187) will recognize the floor area of the existing accessory buildings (222.55m<sup>2</sup> (2,395 sq.ft)) on the severed residential parcel. The Natural Environment Zone (NE) zone will remain unchanged.

**CORRESPONDENCE FOR COUNCIL'S REVIEW**

No correspondence received.

**REQUEST FOR NOTICE OF DECISION**

The by-law will be considered at the regular Council meeting following the Public Meeting. Persons wishing notice of the passing of the By-law must submit a written request.

**MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS**

The Applicants were present to answer questions.

Wayne Culp, 8978 Wellington Road 14, had no objection to the severance but questioned why a residence cannot be built on the severed parcel.

Mayor Lennox explained that the Surplus Farm Dwelling Policy states that no dwelling will be allowed on the agricultural lands.

Karren Wallace, Clerk, noted that this is a province wide policy.

**TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING - MINUTES  
MONDAY, NOVEMBER 21, 2016 AT 7:00 P.M.**

**COMMENTS/QUESTIONS FROM COUNCIL**

The Council of the Corporation of the Township of Wellington North considered all written and oral submissions received on this application, the effect of which has assisted Council to make an informed decision on this planning matter.

**ADJOURNMENT**

**RESOLUTION 07**

Moved by: Councillor Hern

Seconded by: Councillor McCabe

*THAT the Public Meeting of November 21, 2016 be adjourned at 7:04 p.m.*

**CARRIED**

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
FOLLOWING PUBLIC MEETING– 7:05 P.M.**

005

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

**Members Present:**

**Mayor: Andy Lennox  
Councillors Sherry Burke  
Lisa Hern  
Steve McCabe**

**Absent:**

**Councillor: Dan Yake**

**Staff Present:**

**CAO/Deputy Clerk: Michael Givens  
Clerk: Karren Wallace  
Executive Assistant: Cathy Conrad  
Treasurer: Kimberly Henderson  
Director of Public Works: Matt Aston  
Chief Building Official: Darren Jones  
Director of Recreation, Parks & Facilities: Barry Lavers  
Senior Planner: Linda Redmond**

**CALLING THE MEETING TO ORDER**

Mayor Lennox called the meeting to order.

**SINGING OF O' CANADA**

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION 2016-500**

**Moved by: Councillor Burke**

**Seconded by: Councillor McCabe**

*THAT the Agenda for the November 21, 2016 Regular Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF**

Mayor Lennox declared a conflict of interest with Standing Committee, Staff Reports, Minutes and Recommendations, Report CLK 2016-076 being a report to appoint members to the Court of Revision for the Drainage Works for Drain 65 (Lennox) and By-law Number 085-16 being a by-law of the Corporation of the Township of Wellington North to constitute and appoint members to Township of Wellington North Court of Revision for Drain 65, as his property is affected by this drainage works.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
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006

**MINUTES OF PREVIOUS MEETING(S)**

**RESOLUTION 2016-501**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the minutes of the Regular Meeting of Council held on November 7, 2016 be adopted as circulated.*

**CARRIED**

**BUSINESS ARISING FROM MINUTES**

**PRESENTATIONS**

Wayne Brohman, General Manager/Secretary Treasurer  
Saugeen Valley Conservation Authority  
- Draft 2017 Budget

Mr. Brohman presented the 2017 Saugeen Valley Conservation Authority Draft Budget that was approved by the Board of Directors on November 2, 2016 and reviewed the 2017 Budget Notes. The Board will vote on the budget at the December 8, 2016 meeting.

The Conservation Authority has received 2 year funding of \$200,000 to fund a full time employee to work with farmers on issues related to the agricultural community. Saugeen Conservation is working on a policy manual and new file tracking system to reduce duplication. Horse camping was introduced at Saugeen Bluffs and a new trail system was created at Schmidt Lake. Two dams were removed in 2016. SVCA took part in the Conservation Authority Act review. Tree planting initiatives continue with the Ministry of Forestry.

Mr. Brohman explained the budget process. The general levy increase went up by 1.4% this year. The salary grid increase is 1.5%. Funding from the Ministry of Natural Resources remains the same as it has been for the past 15 years. Wellington North's levy will increase by 1.2%, just under \$700 for a total levy of \$58,566.

**RESOLUTION 2016-502**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North supports the Saugeen Valley Conservation Authority 2017 Draft Budget as presented.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
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007

**DELEGATIONS**

Helen Edwards and Gabriella Ieropoli  
Seniors Centre for Excellence and North for Youth  
- Leaf cleanup project

Ms. Edwards and Ms. Ieropoli appeared before Council to speak about the recent Leaf Cleanup Project that took place in Mount Forest. This was a collaborative effort between the North for Youth Community Group, Seniors' Centre for Excellence and Wellington Heights Secondary School to provide support to seniors and individuals with disabilities who may have difficulty with yard work prior to winter. It was a chance to bridge the age gap and provide an opportunity for people to connect on an individual level. Feedback from youth, teachers, seniors and staff suggest this was a valuable experience that should be replicated.

Jillian Desroches  
- Expand walking trails and create an off-leash dog park

Ms. Desroches appeared before Council to request more walking trails and an off leash dog park. The only walking trail in Mount Forest is the Saugeen Trail. Many people use this trail and alternate options for walking, hiking, running, etc would be beneficial to the community in promoting fitness, health and mental well-being. Off leash dog parks are centres for people as much as for dogs. It's a place for dog-oriented people to meet and interact and for dogs to become socialized. Dog parks and dog activities are becoming very popular and are very important to the community.

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

Linda Dickson, Emergency Manager - CEMC  
- 2016 Annual Report to Council

**RESOLUTION 2016-503**

Moved by: Councillor Burke  
Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North accept the Annual Emergency Management Report from Linda Dickson, Emergency Manager, CEMC;*

*AND FURTHER THAT this report serves as the annual review of the Municipality's Emergency Management Program for 2016.*

**CARRIED**



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
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008

- 2016 Emergency Response Plan Amendment Number 3

**RESOLUTION 2016-504**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the report from Linda Dickson, Emergency Manager, CEMC being the report to Council regarding Emergency Response Plan Amendment Number 3.*

*AND FURTHER THAT Council supports the adoption of the Amendment Number 3 to the Emergency Response Plan for the County of Wellington and the Member Municipalities;*

*AND FURTHER THAT Council authorizes the passing of a by-law adopting the amendment to the Emergency Response Plan.*

**CARRIED**

- After Action Report 2016

**RESOLUTION 2016-505**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the report from Linda Dickson, Emergency Manager, CEMC being the Emergency Management Exercise After Action Report 2016.*

**CARRIED**

- 2016 Strategic Report to Council

**RESOLUTION 2016-506**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the report from Linda Dickson, Emergency Manager, CEMC being a report on the Strategic Direction for Emergency Management Programs.*

**CARRIED**

Wellington North Fire Service

- Communiqué #036 October, 2016

**RESOLUTION 2016-507**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Communiqué #036 dated October, 2016.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
FOLLOWING PUBLIC MEETING– 7:05 P.M.**

009

The Mayor noted there had been a significant fire in Wellington North commenting the volunteer fire department spent 69 hours on scene. He thanked the fire service for their good service.

Cheque Distribution Report dated November 16, 2016

**RESOLUTION 2016-508**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated November 16, 2016.*

**CARRIED**

Report from Darren Jones, CBO

- Report CBO 2016-13 Building Permit Review for the period ending October 31, 2016

**RESOLUTION 2016-509**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2016-13 being the Building Permit Review for the period ending October 31, 2016.*

**CARRIED**

Report from Darren Jones, CBO

- Report CBO 2016-14 Ontario Building Officials Association Annual Meeting and Training Session

**RESOLUTION 2016-510**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CBO 2016-14 being a report on the Ontario Building Officials Association Annual Meeting and Training Session.*

**CARRIED**

Report from Darren Jones, CBO

- Report CBO 2016-15 being a report on a updated by-law to prescribe standards for the maintenance and occupancy of property

**RESOLUTION 2016-511**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
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010

*THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2016-15 being a report on an updated by-law to prescribe standards for the maintenance and occupancy of property;  
AND FURTHER THAT Council of the Corporation of the Township of Wellington North adopt the by-law to Prescribe Standards for the Maintenance and Occupancy of Property as presented.*

**CARRIED**

Report from Barry Lavers, Director of Recreation

- Report RAC 2016-16 being a report on an amendment to Municipal Alcohol Policy Section 2.1

**RESOLUTION 2016-512**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report RAC 2016-16 being a report on an amendment to the Municipal Alcohol Policy Section 2.1 for the purpose of the 2017 Mount Forest Homecoming Event;*

*AND FURTHER THAT the Council of the Township of Wellington North approve an amendment to the Municipal Alcohol Policy Section 2.1 for the purpose of a Special Occasion Permit (SOP) to include all areas within the Mount Forest Sports Complex for festival activities related to the Mount Forest Homecoming Events June 23, 24 and 25<sup>th</sup>, 2017.*

**CARRIED**

Report from Matthew Aston, Director of Public Works

- Report PW 2016-071 being a report on the Township's safety clothing allowance for non-unionized staff

**RESOLUTION 2016-513**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report PW 2016-071 being a report on the Township's safety clothing allowance for non-unionized staff;*

*AND FURTHER THAT the Council of the Township of Wellington North approve an annual safety clothing allowance increase to a maximum of \$275 per person, per year, for full time non-union staff that require safety clothing to satisfy the requirements of their position upon presentation of receipt(s) of proof of purchase;*

*AND FURTHER THAT the Council of the Township of Wellington North recommend the non-union safety clothing allowance for full time staff shall*

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011

*remain consistent with the Township's collective agreement as revised from time to time.*

**CARRIED**

Report from Matthew Aston, Director of Public Works

- Report PW 2016-073 being a report on the 2016 Partners in Prevention Conference

**RESOLUTION 2016-514**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report PW 2016-073 being a report on the 2016 "Partners in Prevention" Conference;*

*AND FURTHER THAT the Council of the Township of Wellington North commend the Township's Joint Health and Safety Team on their participation in the corporation's health and safety program.*

**CARRIED**

Report from Matthew Aston, Director of Public Works and Barry Trood, Water and Sewer Superintendent

- Report PW 2016-074 being a report on the Township's Wastewater Treatment Plant Flows Year-To-Date September 30, 2016

**RESOLUTION 2016-515**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report PW 2016-074 being a report on the Township's wastewater treatment plant flows year-to-date September 30, 2016.*

**CARRIED**

Report from Karren Wallace, Clerk

- Report CLK 2016-074 being a report on Ontario Wildlife Damage Compensation (Murray)

**RESOLUTION 2016-516**

Moved by: Councillor Hern

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2016-074 being a report on Ontario Wildlife Damage Compensation (Murray);*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$135.00 to Peter Murray for Ontario*

**THE CORPORATION OF THE  
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012

*Wildlife Damage Compensation livestock claims with a kill date of August 30, 2016;*

*AND FURTHER THAT the Livestock Valuator be paid \$75.00 for Livestock Valuer fees and \$17.00 for mileage;*

*AND FURTHER THAT the Clerk be directed to submit an application to the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA) to compensate the municipality in the amount of \$165.00.*

**CARRIED**

Report from Karren Wallace, Clerk

- Report CLK 2016-075 being a report on Municipal Election Act Amendments

**RESOLUTION 2016-517**

Moved by: Councillor McCabe

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2016-075 being a report on Municipal Election Act amendments.*

**CARRIED**

Mayor Lennox left the Council Chambers for this portion of the Council meeting as he had previously declared pecuniary interest as it relates to property owned by him. Councillor McCabe assumed the Chair.

Report from Karren Wallace, Clerk

- Report CLK 2016-076 being a report to appoint members to the Court of Revision for the Drainage Works for Drain 65 (Lennox)

**RESOLUTION 2016-518**

Moved by: Councillor Hern

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2015-076 being a report to appoint members to the Court of Revision for Drain 65;*

*AND FURTHER THAT Council of the Township of Wellington North hereby appoint the following individuals to sit on the Court of Revision for Drain 65 (Lennox)*

*CHAIR, Councillor Steve McCabe*

*Councillor Lisa Hern and*

*Councillor Sherry Burke*

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

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
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013

Mayor Lennox resumed the Chair following the passing of the resolution.

Report from Karren Wallace, Clerk

- Report CLK 2016-077 being a report on Wellington North Procedure By-law

**RESOLUTION 2016-519**

Moved by: Councillor McCabe

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2016-077 being a report on the Procedure By-law;*

*AND FURTHER THAT Council give first and second reading to By-law 080-16 being the Procedure by-law;*

*AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law after first and second reading;*

*AND FURTHER THAT the Clerk be directed to bring the by-law to the next regular meeting of Council for third and final reading.*

*AND FURTHER THAT Council approve the 2017 Council Meeting Schedule.*

**CARRIED**

Report from Michael Givens, CAO

- Report CAO 2016-025 Ontario's Changing Workplaces Review

**RESOLUTION 2016-520**

Moved by: Councillor Hern

Seconded by: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2016-025 being a report on Ontario's Changing Workplaces.*

**CARRIED**

Report from Michael Givens, CAO

- Report CAO 2016-026 Ghent Pit Application-Aggregate Haul Route Agreement

**RESOLUTION 2016-521**

Moved by: Councillor McCabe

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2016-026 being a report on the Ghent Pit Application-Aggregate Haul Route Agreement;*

*AND FURTHER THAT the Council of the Township of Wellington North authorize the Mayor and CAO to enter into the Aggregate Haul Route Agreement as presented for the Ghent Pit.*

**DEFERRED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
FOLLOWING PUBLIC MEETING– 7:05 P.M.**

014

Report from Michael Givens, CAO

- Report CAO 2016-027 Energy Conservation and Demand Management Plan Update

**RESOLUTION 2016-522**

Moved by: Councillor Hern

Seconded by: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2016-027 being an update on the Township's Energy Conservation and Demand Management Plan.*

**CARRIED**

**CORRESPONDENCE FOR COUNCIL'S REVIEW AND DIRECTION**

No correspondence received.

**BY-LAWS**

**RESOLUTION 2016-523**

Moved by: Councillor Hern

Seconded by: Councillor Burke

*THAT By-law Number 080-16 being a by-law for governing the calling, place and proceedings of meetings of Council and its Committees be read a First and Second time.*

**CARRIED**

Mayor Lennox left the Council Chambers for this portion of the Council meeting as he had previously declared pecuniary interest as it relates to property owned by him. Councillor McCabe assumed the Chair.

**RESOLUTION 2016-524**

Moved by: Councillor Burke

Seconded by: Councillor Hern

*THAT By-law Number 085-16 being a by-law of the Corporation of the Township of Wellington North to constitute and appoint members to the Township of Wellington North Court of Revision for Drain 65 be read a First, Second and Third time and finally passed. (Lennox)*

**CARRIED**

Mayor Lennox resumed the Chair following the passing of the by-law.

**RESOLUTION 2016-525**

Moved by: Councillor Burke

Seconded by: Councillor Hern

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
FOLLOWING PUBLIC MEETING– 7:05 P.M.**

015

*THAT By-law Number 086-16 being a by-law to prescribe standards for the maintenance and occupancy of property be read a First, Second and Third time and finally passed.*

**CARRIED**

**RESOLUTION 2016-526**

Moved by: Councillor Hern

Seconded by: Councillor Burke

*THAT By-law Number 087-16 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Part Lot 1, Concession 7, geographic Township of West Luther, 8949 Wellington Road 14 – Christopher and Dana Samuel)*

**CARRIED**

**RESOLUTION 2016-527**

Moved by: Councillor Burke

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North By-law Number 088-16 being a by-law to amend By-law 37-10 being a by-law to provide for the approval of a Municipal Emergency Response Plan be read a First, Second and Third time and finally passed.*

**CARRIED**

**ITEMS FOR COUNCIL'S INFORMATION**

AMO Watchfile

- November 3, 2016
- November 10, 2016

Wellington North Power Inc.

- Quarterly Update (Quarter 3: Period ending September 30<sup>th</sup>, 2016)

**RESOLUTION 2016-528**

Moved by: Councillor Burke

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive the Items for Council's Information as listed in the November 21, 2016 Regular Council Meeting Agenda.*

**CARRIED**

**NOTICE OF MOTION**

No notice of motion tabled.



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
REGULAR MEETING OF COUNCIL  
MONDAY, NOVEMBER 21, 2016  
FOLLOWING PUBLIC MEETING– 7:05 P.M.**

016

**ANNOUNCEMENTS**

Mayor Lennox reminded everyone of the following:

- Arthur Santa Claus Parade, November 26, 2016 at 7:00 p.m.
- Special Council Meeting, November 28, 2016 at 4:30 p.m.
- Town Hall Meeting, November 30, 2016 at 7:00 p.m.
- Mount Forest Christmas Parade, December 2, 2016 at 7:00 p.m.
- Regular Council Meeting, December 5, 2016 at 7:00 p.m.
- Recreation & Culture Committee Meeting, December 6, 2016 at 8:30 a.m.
- Cultural Roundtable Meeting, December 15, 2016 at 12:00 p.m.

Karren Wallace, Clerk, advised the dog tag amnesty is being well received and thanked Cathy Conrad, Executive Assistant to the CAO, for the idea and initiative.

**CONFIRMING BY-LAW**

**RESOLUTION 2016-529**

Moved by: Councillor Hern

Seconded by: Councillor Burke

*THAT By-law Number 089-16 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, 2016 be read a First, Second and Third time and finally passed.*

**CARRIED**

**ADJOURNMENT**

**RESOLUTION 2016-530**

Moved by: Councillor Burke

Seconded by: Councillor Hern

*THAT the Regular Council meeting of November 21, 2016 be adjourned at 8:40 p.m.*

**CARRIED**

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**MAYOR**

---

**CLERK**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
SPECIAL MEETING OF COUNCIL  
MONDAY, NOVEMBER 28, 2016 - 4:30 P.M.**

017

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

**Members Present:**

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

**Staff Present:**

<b>CAO/Deputy Clerk:</b>	<b>Michael Givens</b>
<b>Clerk:</b>	<b>Karren Wallace</b>
<b>Executive Assistant:</b>	<b>Cathy Conrad</b>
<b>Treasurer:</b>	<b>Kimberly Henderson</b>
<b>Deputy Treasurer/Tax Collector:</b>	<b>Mary Jo Marshall</b>
<b>Director of Public Works:</b>	<b>Matthew Aston</b>
<b>Road Superintendent:</b>	<b>Dale Clark</b>
<b>Water and Sewer Superintendent:</b>	<b>Barry Trood</b>
<b>Director of Recreation, Parks and Facilities:</b>	<b>Barry Lavers</b>
<b>Chief Building Official:</b>	<b>Darren Jones</b>
<b>Economic Development Officer:</b>	<b>Dale Small</b>
<b>Tourism, Marketing, Promotion Manager:</b>	<b>April Marshall</b>
<b>Fire Chief:</b>	<b>David Guilbault</b>
<b>Fire Prevention Officer:</b>	<b>Marco Guidotti</b>

**CALLING THE MEETING TO ORDER**

Mayor Lennox called the meeting to order.

**SINGING OF O' CANADA**

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION 2016-531**

**Moved by:** Councillor Yake

**Seconded by:** Councillor Hern

*THAT the Agenda for the November 28, 2016 Special Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE  
THEREOF**

No pecuniary interest declared.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
SPECIAL MEETING OF COUNCIL  
MONDAY, NOVEMBER 28, 2016 - 4:30 P.M.**

018

**PRESENTATIONS**

**Draft Operating Budget Review**

Most operating account budgets are frozen at 2016 levels unless cost pressures were documented. Corporate wide cost pressures include wages/salary with a potential increase of 1.6%, health benefits with an increase of 6.3%, utilities with a hydro increase of 7% and insurance with a potential increase of 5%. The Township has since received notification that insurance will be flat lined. Council directed projects on July 14, 2016 including Arthur Wastewater Treatment Plant, Community Growth Plan, Pamphlet for Fees & Charges associated with Development, Municipal Servicing Standards and Community Ambassador Program.

**RESOLUTION 2016-532**

Moved by: Councillor Hern

Seconded by: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive the 2017 Draft Operating Budget.*

**CARRIED**

**Draft Capital Budget Review**

The proposed increase in capital spending reflects greater emphasis on Capital Projects and Infrastructure renewal. After review of the Draft 2017 Capital Budget Council requested that staff prioritize items.

**RESOLUTION 2016-533**

Moved by: Councillor Yake

Seconded by: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive the 2017 Draft Capital Budget.*

**CARRIED**

**Debt Review**

Debentures with balloon payments coming due include \$949,000 in 2018, \$944,000 in 2019 and \$1,192,000 in 2020.

**Reserve / Reserve Funds Review**

Reserves and Reserve Funds have been built up in the last 4 years and should reflect true needs. There is 17 million in reserves and reserve funds, with many related to sanitary sewer. This creates flexibility going forward. A policy regarding reserves and reserve funds is proposed.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
SPECIAL MEETING OF COUNCIL  
MONDAY, NOVEMBER 28, 2016 - 4:30 P.M.**

019

Development charges are up to \$2.6 million. The only project eligible for Development Charges is the Arthur Wastewater Treatment Plant. Wellington North will be challenged with growth in the next few years and will need to decide what capacity is needed to service that growth.

**Budget Summary Presentation** (tabled at meeting)

Council reviewed the Budget Summary Presentation. The draft budget reflects a 4.02% increase; however, 2016 in-year real growth will reduce the impact to 2.91%. Questions for to consider were put forth. Council must decide if the levy increase acceptable. Do they want to continue to make same level of contributions to reserve and reserve funds? If funding applications are unsuccessful do we still have the financial capacity to proceed with projects? Are we comfortable with the somewhat limited ability to react to unforeseen items not captured in the 2017 budget or other funding opportunities that require matching funds if we use reserves and reserve funds for projects? Does the proposed budget reflect projects that we know that we can complete in 2017? Are there projects that are not included that should be? Are there projects that should be removed from the budget?

**Next Budget Meeting Date**

Monday, January 16, 2017 at 4:30 p.m.

**CONFIRMING BY-LAW**

**RESOLUTION 2016-534**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT By-law Number 090-16 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on November 28, 2016 be read a First, Second and Third time and finally passed.*

**CARRIED**

**ADJOURNMENT**

**RESOLUTION 2016-535**

Moved by: Councillor Burke

Seconded by: Councillor McCabe

*THAT the Special Council meeting of November 28, 2016 be adjourned at 7:27 p.m.*

**CARRIED**

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**MAYOR**

---

**CLERK**



# Mission Butterfly

PTSD Programs, Awareness & Advocacy

**226-979-2149**

7912 Wellington Road 109  
Arthur, ON N0G1A0

October 15, 2016

Members of Council  
Township of Wellington North  
7490 Sideroad 7 W, PO Box 125  
Kenilworth, ON N0G 2E0

Dear Members of Council,

"I suffered post traumatic stress from **military discipline measures** which was actually a second trauma as my first was as a child in which I suffered issues of **parental abandonment.**"  
Charles Lewis, Corporal, British Army

"I was first at the scene where a child of nine years old lay lifeless. I administered CPR. The child didn't make it. As a result I suffered post traumatic stress with visions of **my own nine year old son** being that child, **being dead.**" *Constable Kelly Krpan, OPP Officer*

"The torture he endured as a POW was a lifetime ago, but he **couldn't forget, and woke up** several times a night in a cold sweat **re-living the experience.**" *Eric Lomax, Lieutenant, British Army (deceased)*

"On several occasions I witnessed carnage - the aftermath of my fellow comrades being blown up. **I am still suffering. I have lost hope of being normal again.**" *William Miller, 3rd Class Petty Officer, US Navy Seabees*

Our purpose at Mission Butterfly is to improve the quality of life and enhance the well being of Veterans, Active Duty Soldiers, First Responders and their families through the delivery of programs that effectively reduce effects or arrest symptoms of PTSD and related conditions.

We have worked hard to develop a diverse, committed Board of Directors, a professional Program Delivery Team and a unique program.

Our "HEALING INVISIBLE WOUNDS INTENSIVE PROGRAM" consists of 80+ hours during 4 (3 day) weekends spread over a 10 week period. We aim to provide a safe space and time for participants to practice and process new skills and tools to achieve mind, body, spirit transformation. We continue to follow-up with our families over the course of one year.

Presently, our clientele, board members and professional team primarily resident in Wellington County.

Our organization, MISSION BUTTERFLY, was incorporated federally as a non profit organization on August 2<sup>nd</sup>, 2016. This will allow us to not only expand within Ontario but to each and every province over the next 5-10 years.

We are reaching out for support to launch our 1st program and would be both thrilled and grateful for the Township of North Wellington's participation.

### **Suggested Support Options**

#### ***Butterfly Donors***

Butterfly donors support our cause in many ways. With a gift of \$5,000 or more your logo will be placed in the distinguished category of the Monarch Butterfly.

#### ***Sponsor a Family***

A contribution of \$25,267 sponsors one family to attend our "Healing Invisible Wounds" 80+ hour Intensive over a ten week period which also includes 1, 3, 6, and 12 month follow up.

#### ***Partner With Us***

Your contribution of \$50,000 per year for a term of not less than three years is a most prestigious gift and as such your logo will be placed prestigiously on our website and our social media platforms.

#### ***Population Formula***

In 2006 the population in the Township of North Wellington was 11,175, while in 2011 the population grew to 11,477. That's a difference of 302. Adjusting for similar growth for the past five years brings us to a projected population in 2016 of 11,779. In this option the Township of North Wellington would donate \$1 per resident making your contribution a total of \$11,779.

Our 'Healing Invisible Wounds Intensive Program' is going to make a huge difference to residents suffering with PTSD and who are facing stigma, lack of education and support to a holistic healing program.

In addition, we wish to apply for a grant from the Ontario Trillium Foundation and ask that because we have not been established for one year that the Township of North Wellington partner with us in this regard.

We are confident that we can make an impact with partners like the Township of North Wellington who value collaboration, acknowledge the need to support mental health initiatives, and are vested in helping your residents thrive.

We look forward to you contributing towards our goals.

Sincerely,



Darlene DeStefano, PhD, CPC, MMsc  
Chair & Founder  
Mission Butterfly Incorporated  
Direct Line: 519-837-0507

**COBURN INSURANCE BROKERS LTD.**

114 MAIN STREET SOUTH, BOX 209  
MOUNT FOREST, ONTARIO N0G 2L0  
PHONE: 519-323-2841  
FAX: 519-323-3339  
MAIL@COBURNINS.CA  
WWW.COUBURNINS.CA

November 16, 2016

Township of Wellington North  
P.O. Box 125 7490 Sideroad 7 West  
Kenilworth, Ontario  
N0G 2E0  
Attention: Kim Henderson

RE: Jardine Lloyd Thompson Canada Inc., Policy # JLTPS-374

Kim,

Please find attached the following proposal documents for The Township of Wellington North's 2017/2018 renewal:

- 2017 Renewal Proposal
- 2017 Acceptance of Municipal Insurance Program
- 2017 Renewal Comparison

JLT has included options on page 19 and 20 and you will notice on page 19 consideration should be given for the Township to increase their liability limit from \$25,000,000 to \$50,000,000. They highly recommend this increase as the standard for most Municipalities of this size is \$50,000,000. Municipalities are seeing increasingly large settlements and liability suits and so \$25,000,000 is now being viewed as insufficient by most of them.

Under combined Physical Damage & Machinery Breakdown the blanket limit is \$49,335,111 which resulted from the 4% inflationary increase on the buildings and equipment/contents values. This presentation is based on the property schedule provided by your office. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy the renewal terms may change. A copy of the "revised" property schedule will have to be provided to our office by the renewal date. Please note that in order to provide premium quotations for Bridges, a questionnaire is required. With respect to dams, engineer reports are required. If the Township is interested in this coverage, let us know.

This proposal is based on the automobile schedule provided by your office. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy, the renewal terms may change. A copy of the "revised" vehicle schedule will have to be provided to our office by the renewal date.

As noted on the renewal comparison document the annual premium for the upcoming term totals \$172,545 which is an overall percentage change of zero from the previous year.

If the proposal is acceptable before JLT can issue the policy documents, they require that The Acceptance of Municipal Insurance Program Proposal be signed and dated. They will require this document prior to January 1, 2017 so they can process the renewal. If a representative from JLT and myself are to attend a council meeting please let me know so that the appropriate arrangements can be made.

I trust that you will find the attached in order Kim, however if you have any questions, please let me know.

Yours truly,



Jeff Coburn  
COBURN INSURANCE BROKERS LTD.

CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

	2016-2017	2017-2018	Premium/Rate Difference
Population- Liability	11,477	11,477	0
<i>Premium:</i> \$	78,241 \$	78,241 \$	0
Automobile - Number of Vehicles	44	41	-3
<i>Premium:</i> \$	25,914 \$	25,723 \$	-191
Blanket Property Limit	49,628,441 \$	49,335,111 \$	-293,330
<i>Premium:</i> \$	56,965 \$	56,610 \$	-355
Crime Premium	750	750	0
Umbrella Liability Premium	6,886 \$	6,886 \$	0
Councillors Accident	985 \$	985 \$	0
Volunteer Accident	750 \$	750 \$	0
Annual Low Risk	2,600 \$	2,600 \$	0
<b>TOTAL PREMIUM</b>	<b>\$ 173,091 \$</b>	<b>\$ 172,545 \$</b>	<b>-546</b>
<b>Overall Percentage Change</b>		<b>0 %</b>	
As of: November 14, 2016 - JR			



Jardine Lloyd Thompson Canada Inc.



**Public Sector Division**  
Box 3, Suite 800, 55 University Avenue, Toronto, ON M5J 2H7  
**Phone:** 416 941 9551 **Toll Free:** 800 268 9189 **Fax:** 416 941 9323

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***MUNICIPAL INSURANCE PROGRAM***

***PROPOSAL***

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***Corporation of the Township of Wellington North***

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Date of Issue: November 14, 2016

Prepared by: Jennifer Roach  
Direct phone line: 416-644-4818  
E-mail address: jroach@jltcanada.com



Jardine Lloyd Thompson Canada Inc.

**IMPORTANT – PLEASE NOTE THE FOLLOWING**

This proposal should be read in conjunction with the JLT Canada "Business Protocols" booklet.

**DUTY OF DISCLOSURE**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favorable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

**PAYMENT TERMS**

Premiums are due and payable on receipt of a JLT invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

**PERIOD OF VALIDITY OF QUOTE**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

**BREACH OF WARRANTY OR SUBJECTIVITY**

If any of the terms and conditions contained in this proposal are identified as a "warranty" or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

**UNDERINSURANCE**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

**UNDERWRITING / BINDING AUTHORITY**

Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

**MATERIAL CHANGES FROM EXPIRING POLICY**

You should carefully note any items identified in the "Changes from Expiry" section under each coverage as they represent material changes in cover from your previous policy.

**RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to JLT. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.



Jardine Lloyd Thompson Canada Inc.

**TAXES PAYABLE BY  
INSUREDS:**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by JLT in addition to the premiums quoted:

Provincial Sales Tax

Jardine Lloyd Thompson Canada Inc.



## SUMMARY OF COVERAGE, LIMITS AND DEDUCTIBLES

Name of Insured: **Corporation of the Township of Wellington North**

Policy Period: **January 1, 2017 to January 1, 2018**

12:01 a.m. local time at the mailing address of the Named Insured

CANADIAN COUNCILS LIABILITY		
<b>LIMIT OF LIABILITY</b>	General Liability <u>(including Sudden And Accidental Pollution)</u> : \$ 5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period	
<b>EXTENSIONS OF COVERAGE</b>	<b>Extension</b>	<b>Limit</b>
	Employers' Liability	\$ 5,000,000 any one Claim
	Tenant Legal Liability	\$ 5,000,000 any one Occurrence
	Employee Benefit Liability	\$ 5,000,000 any one Claim
	Incidental Medical Malpractice Retro Date: November 15, 1993	\$ 5,000,000 any one Claim
	Voluntary Medical Payments	\$ 50,000 any one Claim and in the Annual Aggregate during the Policy Period
	Forest Fire Fighting Expense	\$ 2,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Voluntary Payment for Property Damage	\$ 50,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Incidental Garage Operations	\$ 250,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Municipal Marina Legal Liability	\$ 100,000 any one Pleasure Craft \$ 1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	Wrongful Dismissal (Legal Expense)	\$ 500,000 any one Claim and in the Annual Aggregate during the Policy Period
	Conflict of Interest Reimbursement Expenses	\$ 100,000 any one Claim
Legal Expense Reimbursement Expenses	\$ 100,000 any one Claim \$ 500,000 in the Annual Aggregate	

Jardine Lloyd Thompson Canada Inc.



CANADIAN COUNCILS LIABILITY		
	Non-Owned Automobile (including Contractual Liability for Hired Autos)	\$ 5,000,000 any one Occurrence
	Legal Liability for Damage to Hired Autos	\$ 250,000 any one Occurrence
	Wrap-up Liability – Difference in Conditions and Difference in Limits	\$ 5,000,000 any one Occurrence
<b>ENDORSEMENTS</b>	<b>Endorsement</b>	<b>Limit</b>
	Municipal Errors and Omissions Liability Retroactive Date: Unlimited	\$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period
	Environmental Impairment Liability Retroactive Date: Unlimited	\$ 2,500,000 any one Claim and \$ 5,000,000 in the Annual Aggregate during the Policy Period
	Abuse / Molestation Liability Retroactive Date: January 1, 2012	\$ 250,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Voluntary Compensation	As per Endorsement No. 4 – Schedule of Benefits
	Police Officer Assault	\$ 5,000,000 any one Occurrence
<b>DEDUCTIBLE(S)</b>	<b>Applicable Coverage</b>	<b>Deductible</b>
	Public Entity General Liability	\$ 25,000 per Occurrence except per Claimant in respect of Sewer Backup
	Extensions of Coverage	\$ 25,000 per Occurrence / per Claimant for all Extensions of Coverage except: \$NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; \$ 1,000 with respect to Legal Liability for Damage to Hired Autos \$ 5,000 with respect to Wrongful Dismissal (Legal Expense)
	Municipal Errors and Omissions Liability	\$ 10,000 per Claim
	Environmental Impairment Liability	\$ 10,000 per Claim
	Abuse / Molestation Liability	\$ 25,000 per Claim
	Police Officer Assault	\$ 25,000 per Occurrence



<b>CANADIAN COUNCILS LIABILITY</b>					
<b>ENDORSEMENTS</b>	<p style="text-align: center;"><b>3 Year Long Term Agreement</b> <b>Primary CAD 5,000,000 / CAD 25,000 Deductible</b></p> <p>The policy will be renewed annually for a period of three years expiring on 01 January 2019 on the existing terms and conditions with the premiums paid annually in advance, as follows:-</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">01 January 2017 to 01 January 2018</td> <td style="text-align: right;">CAD \$74,446 (Gross)</td> </tr> <tr> <td>01 January 2018 to 01 January 2019</td> <td style="text-align: right;">CAD \$74,446 (Gross)</td> </tr> </table> <p>However terms and conditions may be reviewed 60 days prior to annual renewal if any of the following apply:</p> <ul style="list-style-type: none"> <li>• Pertinent changes in reinsurance cover</li> <li>• there is an increase of 15% or more in population numbers</li> <li>• there are legislative changes that may impact upon the value or frequency of claims against the policy</li> <li>• there is a change in the exposure of the insured (as per the business description) or;</li> <li>• the value of Incurred Claims exceeds 40% of net premium (excluding Taxes) for any one Period of Insurance to which this agreement relates.</li> <li>• there has been significant adverse development on historical loss record in any of the prior 7 policy years whereby Incurred Claims exceed 50% of the Net Premium.</li> </ul> <p>The term "Incurred Claims" means the total cost of claims including actual claim payments (including medical, legal and other costs and expenses) and reserves set by the Insurers on outstanding claims (also including such costs and expenses). "Net Premium" means the premium received by the Insurers net of tax and any commissions or other deductions.</p> <p><b>All other terms and conditions remain unaltered.</b></p>	01 January 2017 to 01 January 2018	CAD \$74,446 (Gross)	01 January 2018 to 01 January 2019	CAD \$74,446 (Gross)
01 January 2017 to 01 January 2018	CAD \$74,446 (Gross)				
01 January 2018 to 01 January 2019	CAD \$74,446 (Gross)				
<b>POLICY FORM</b>	EK1601219000 (2016) UMR B0901EK1601219000				
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%				
<b>SUBJECT TO</b>	<ol style="list-style-type: none"> <li>1. Abuse &amp; Molestation – background checks in place for employees implemented into hiring process</li> <li>2. Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.</li> </ol>				

Jardine Lloyd Thompson Canada Inc.



<b>CANADIAN COUNCILS LIABILITY</b>	
<b>CHANGES FROM EXPIRING POLICY</b>	<ol style="list-style-type: none"> <li>1. UMR No. B0901EK1601219000</li> <li>2. Forest Fire Fighting Expense Limit increased from \$1,000,000 to \$2,000,000 any one Occurrence and in the annual aggregate during the Policy Period</li> <li>3. Wrongful Dismissal (Legal Expense) Limit increased from \$250,000 any one claim / \$500,000 in the annual aggregate during the Policy Period to \$500,000 any one claim / \$500,000 in the annual aggregate during the Policy Period</li> <li>4. Conflict of Interest Reimbursement Expenses and Legal Expense Reimbursement Expenses split into two separate limits and non-aggregated for Conflict of Interest</li> <li>5. A new Wrap-Up Liability Difference in Conditions/Difference in Limits extension of cover has been added</li> <li>6. Police Officer Assault Endorsement has been included into the Policy Wording</li> </ol>

Jardine Lloyd Thompson Canada Inc.



<b>CANADIAN COUNCILS UMBRELLA LIABILITY</b>		
<b>LIMITS OF LIABILITY</b>	\$ 20,000,000 any one Occurrence \$ 20,000,000 in the Annual Aggregate in respect of Products & Completed Operations	
	\$ 20,000,000 in the Annual Aggregate in respect of Municipal Errors and Omissions Liability	
	\$ 20,000,000 in the Annual Aggregate in respect of Employee Benefits Liability	
<b>EXCESS OF UNDERLYING COVERAGE(S) AND LIMIT(S)</b>	<b>Underlying Coverage</b>	
	<b>Underlying Limit</b>	
	General Liability	\$ 5,000,000 any one Occurrence
	Incidental Medical Malpractice	\$ 5,000,000 any one Claim
	Non-Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim
	Owned Automobile Liability	\$ 5,000,000 any one Occurrence
Employee Benefits Liability	\$ 5,000,000 any one Claim	
<b>RETAINED LIMIT</b>	\$ Nil	
<b>ENDORSEMENTS</b>	Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured	
<b>POLICY FORM</b>	EK1500547000 (2015) UMR B0901EK1601216000	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.	
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0901EK1601216000	





Jardine Lloyd Thompson Canada Inc.

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>																																					
<b>COVERAGE</b>	Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)																																				
<b>LIMITS</b>	<p>\$ 49,335,111 Limit of Loss on Blanket Property of Every Description including Machinery Breakdown</p> <p>\$ 25,000 Computer / Electronic Data Processing (Included in Blanket Limit)</p> <p>\$ 100,000 Business Interruption – Profits (Included in Blanket Limit)</p> <p>\$ 108,160 Misc. Tools/Equip &amp; Supplies</p> <p>\$ 2,474,937 Unlicensed Equipment</p>																																				
<b>EXTENSIONS OF COVERAGE</b>	<p><b>The Limits shown below are included in the Blanket Limit shown above:</b></p> <table border="1"> <thead> <tr> <th>Extension</th> <th>Limit</th> </tr> </thead> <tbody> <tr> <td>Valuable Papers</td> <td>\$ 500,000</td> </tr> <tr> <td>Extra Expense</td> <td>\$ 500,000</td> </tr> <tr> <td>Accounts Receivable</td> <td>\$ 500,000</td> </tr> <tr> <td>Gross Rentals</td> <td>\$ 500,000</td> </tr> <tr> <td>Computer Media</td> <td>\$ 500,000</td> </tr> <tr> <td>Fine Arts (Agreed Value)</td> <td>\$ 25,000</td> </tr> </tbody> </table> <p><b>The Limits shown below are in addition to the Blanket Limit shown above:</b></p> <table border="1"> <thead> <tr> <th>Extension</th> <th>Limit</th> </tr> </thead> <tbody> <tr> <td>Newly Acquired Property</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Buildings in the Course of Construction</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Property in Transit</td> <td>\$ 500,000</td> </tr> <tr> <td>Unnamed Locations</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Expediting Expense</td> <td>\$ 500,000</td> </tr> <tr> <td>Business Interruption – Profits</td> <td>\$ 300,000 subject to Maximum of \$25,000 per Month</td> </tr> <tr> <td>Contingent Business Interruption</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Fire Extinguishing Materials and Fire Fighting Expense</td> <td>\$ 100,000</td> </tr> <tr> <td>Professional Fees</td> <td>\$ 500,000</td> </tr> <tr> <td>Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage</td> <td>\$ 100,000</td> </tr> </tbody> </table>	Extension	Limit	Valuable Papers	\$ 500,000	Extra Expense	\$ 500,000	Accounts Receivable	\$ 500,000	Gross Rentals	\$ 500,000	Computer Media	\$ 500,000	Fine Arts (Agreed Value)	\$ 25,000	Extension	Limit	Newly Acquired Property	\$ 1,000,000	Buildings in the Course of Construction	\$ 1,000,000	Property in Transit	\$ 500,000	Unnamed Locations	\$ 1,000,000	Expediting Expense	\$ 500,000	Business Interruption – Profits	\$ 300,000 subject to Maximum of \$25,000 per Month	Contingent Business Interruption	\$ 1,000,000	Fire Extinguishing Materials and Fire Fighting Expense	\$ 100,000	Professional Fees	\$ 500,000	Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage	\$ 100,000
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Jardine Lloyd Thompson Canada Inc.

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>EXTENSIONS OF COVERAGE CONTINUED</b>	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	
	<b>Limit</b>	
	Master Key	\$ 10,000
	Land and Water Pollution Clean Up Expense	\$ 100,000
	Stock Spoilage	\$ 100,000
	Consequential Damage	\$ 100,000
	Off Premises Service Interruption	\$ 1,000,000
	Exhibition Floater	\$ 100,000
	Ammonia Contamination	\$ 500,000
	Water Escape	\$ 500,000
Hazardous Substance	\$ 500,000	
	\$ 5,000 any one loss (\$25,000 maximum annual policy limit)	
<b>ENDORSEMENTS</b>	Automobile Replacement Cost Deficiency Endorsement	
<b>DEDUCTIBLE(S)</b>	\$ 25,000 each Occurrence for All Losses except: \$ 1,000 each Computer/Electronic Data Processing loss \$ 50,000 each Flood Loss 5% of total loss or \$100,000 minimum, whichever is greater, each Earthquake occurrence. \$ 1,000 each Fine Arts Loss	
<b>POLICY FORM</b>	Municipal Insurance Program - Master Policy (August 15, 2014)	



Jardine Lloyd Thompson Canada Inc.

<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada – 70%</p> <p>The Sovereign General Insurance Company – 12.2%</p> <p>Certain Lloyd's Underwriters - 17.8%  <i>(Participation of Lloyd's Underwriter is based on Blanket Limit and Limits in Addition to the Blanket Limit)</i></p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada – 100%</p>
<b>SUBJECT TO</b>	<ol style="list-style-type: none"> <li>1. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</li> <li>2. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li> <li>3. All locations may be subject to Engineering Inspection.</li> <li>4. Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.</li> </ol>
<b>CHANGES FROM EXPIRING POLICY</b>	<p>UMR No. B0901EG1600053000</p>



Jardine Lloyd Thompson Canada Inc.

<b>COMPREHENSIVE CRIME</b>	
<b>LIMITS</b>	\$ 1,000,000 Employee Dishonesty – Form A \$ 200,000 Broad Form Loss of Money (Inside Premises) \$ 200,000 Broad Form Loss of Money (Outside Premises) \$ 200,000 Money Orders & Counterfeit Paper Currency \$ 1,000,000 Depositors Forgery \$ 200,000 Professional Fees / Audit Expenses \$ 200,000 Computer Fraud or Funds Transfer Fraud
<b>DEDUCTIBLE</b>	\$Nil per Loss
<b>POLICY FORM</b>	Master Crime Wording (Apr. 2012)
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	Important: 1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds. 2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s). 3. Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.

Jardine Lloyd Thompson Canada Inc.



<b>AUTOMOBILE INSURANCE (ONTARIO)</b>		
<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b>	Limit: \$5,000,000
	<b>Accident Benefits – Basic Benefits</b>	Limit as stated in Policy
	<b>Uninsured Automobile</b>	Limit as stated in Policy
	<b>Direct Compensation – Property Damage</b>	Limit as stated in Policy
	<b>Loss or Damage – All Perils</b>	Deductible: \$ 5,000
<b>ENDORSEMENTS</b>	<p>Notice of Cancellation Ninety (90) Days</p> <p>OPCF 43R Removing Depreciation Deduction- 24 Months New  OPCF 20 Loss Of Use – Applicable to Twelve (12) Light Units  OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment  OPCF 31 Non-Owned Equipment  OPCF 24 Freezing of Fire-Fighting Apparatus  OPCF 44 Family Protection Endorsement:  (Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles)  <u>Additional Endorsements:</u>  OPCF 3 Drive Government Automobiles  OPCF 4A Permission to Carry Explosives  OPCF 4B Permission to Carry Radioactive Material  OPCF 5 Permission to Rent or Lease  OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers</p> <p>Tarmac Exclusion</p>	
<b>POLICY FORM</b>	Provincial Statutory Owner's Policy	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.	

Jardine Lloyd Thompson Canada Inc.



<b>CHANGES FROM EXPIRING POLICY</b>	Effective June 1, 2016 changes have been made by FSCO to all Auto Policies in Ontario. Changes are noted below and additional premiums are quoted on the Options page of this proposal.			
	<b>Benefit</b>	<b>Current Policy</b>	<b>New Policy</b>	<b>Options:</b>
	Medical and Rehabilitation for non-catastrophic injuries	\$50,000	These benefits have been combined and reduced to \$65,000 total	Increase the benefit to \$130,000 total
	Attendant Care for non-catastrophic injuries	\$36,000		
	Medical and Rehabilitation for catastrophic injuries	\$1,000,000	These benefits have been combined and reduced to \$1,000,000 total	Add additional \$1,000,000 for total of \$2,000,000 for catastrophic injuries
	Attendant Care for catastrophic injuries	\$1,000,000		
	Medical and Rehabilitation and Attendant Care, all injuries	Not applicable	Not applicable	Increase the combined non-catastrophic benefit to \$1,000,000 and the combined catastrophic benefit total to \$2,000,000
Complete details can be found on the Insurance Bureau of Canada website at <a href="http://www.ibc.ca/on">www.ibc.ca/on</a>				



Jardine Lloyd Thompson Canada Inc.

<b>COUNCILLORS' ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	\$ 200,000 Principal Sum
<b>INCLUDED COVERAGE</b>	Number of Councillors: Four (4) plus One (1) Other
	24 Hour Coverage
<b>POLICY FORM</b>	Insurer's Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	\$2,500,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)

Jardine Lloyd Thompson Canada Inc.



<b>MUNICIPAL VOLUNTEERS ACCIDENT COVERAGE</b>	
<b>LIMITS OF COVERAGE</b>	\$ 50,000 Principal Sum – Volunteers of the Policyholder While on Duty Only under the age of 80
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	AIG Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	\$1,000,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of effective date (refer to page #4)



Jardine Lloyd Thompson Canada Inc.



<b>LCIS – ANNUAL LOW RISK EVENTS LIABILITY</b>	
<b>LIMITS OF COVERAGE</b>	Coverage A - Bodily Injury & Property Damage: \$5,000,000 any one Occurrence Coverage A - Products & Completed Operations Aggregate: \$5,000,000 Coverage B - Personal Injury and Advertising Liability: \$2,000,000 Coverage C - Medical Payments – Per Person: \$2,500 Coverage C - Medical Payments – Per Accident: \$25,000 Coverage D – Tenant’s Legal Liability: \$5,000,000 Incidental Medical Malpractice Liability: \$5,000,000 Non-owned Automobile Liability: \$2,000,000 SEF 94 – Legal Liability for Damage to Non-owned Autos: \$50,000
<b>ENDORSEMENTS</b>	USA Jurisdiction Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information  Notice to Insureds Lloyd’s Underwriters Policyholder’s Complaint Protocol
<b>DEDUCTIBLE</b>	\$1,000
<b>POLICY FORM</b>	Insurers Standard Form
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd’s Underwriters (Syndicate 1886) – 100%
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of January 1, 2017.



Jardine Lloyd Thompson Canada Inc.

<b>RISK MANAGEMENT</b>	
<b>ELECTED OFFICIAL, DIRECTORS AND DEPARTMENTAL SEMINARS</b>	Included
<b>AUTOMOBILE FLEET SERVICES</b>	Risk and Driver Assessment included

<b>PREMIUM SUMMARY</b>	
<b>TOTAL ANNUAL PREMIUM (OPTIONS NOT INCLUDED)</b>	\$ 172,545 plus any applicable provincial sales tax



Jardine Lloyd Thompson Canada Inc.

<b>MUNICIPAL OPTIONS</b>	
<b>Canadian Council Umbrella Liability</b>	To Increase from \$25,000,000 to \$50,000,000 - Annual Additional <b>\$3,443</b>
<b>Employment Practices Liability</b>	<p>Limit: \$250,000 Each Claim &amp; Aggregate            SIR: \$5,000            Application required in order to quote            Insurer: Creechurch International – Beazley Group 100%            Amended Other Insurance Clause – QBE Primary Insurer with respect to Wrongful Dismissal Legal Expense Limit \$250,000 Any One Claim &amp; Aggregate During the Policy Period            Minimum Retained Premium: 20% of Annual Premium</p>
<b>Automobile Insurance</b>	<p>To Add Limit \$2,500 / Daily Maximum \$1,500 Loss of Use to Nine (9) heavy commercial vehicles over 4,500 kgs, excluding Public Emergency Vehicles ie: Fire, Ambulance and Police, and Transit Vehicles – Annual Additional <b>\$2,700</b></p> <p>Additional Limits available in \$500 increments up to a maximum of \$10,500 – Quotation available upon request.</p> <p><b>Accident Benefits:</b>  <b>OPTION A.</b> Medical &amp; Rehabilitation (Non-Catastrophic) increase Limit \$130,000 - Annual Additional <b>\$273</b></p> <p><b>OPTION B.</b> Catastrophic Injury – Med Rehab and Attendant Care increase Limit from \$1,000,000 to \$2,000,000 - Annual Additional <b>\$185</b></p> <p><b>OPTION C.</b> Medical Rehab and Attendant Care increase Limit from \$1,000,000 to \$2,000,000 - Annual Additional <b>\$567</b></p> <p>Caregiver Benefit Limit up to \$250 per week plus \$50 each additional dependant - Housekeeping and Home Maintenance – Limit up to \$100 per week up to 2 Years - Non-Catastrophic Impairment -Annual Additional <b>\$632</b></p> <p>Income Replacement Limit (choose amount) \$600/\$800/\$1,000            Annual Additional <b>\$2,380/\$4,760/\$7,140</b></p> <p>Death and Funeral Benefits \$50,000 Lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 for funeral benefits - Annual Additional <b>\$510</b></p> <p>Dependant Care up to \$75 per week for the first dependant and \$25 per week for each additional dependant to a maximum \$150 per week            Annual Additional <b>\$850</b></p>



Jardine Lloyd Thompson Canada Inc.

<b>MUNICIPAL OPTIONS</b>	
	<p>Indexation Benefit – Annual Adjustment according to the Consumer Price Index for Canada - Annual Additional <b>\$2,040</b></p> <p>Added Coverage to Offset Tort Deductible – OPCF 48 Total Annual Additional Premium – <b>\$502</b></p>
<b>Councillors Accident</b>	<p>Increased Principal Sum to \$250,000 - Annual Additional <b>\$110</b></p>
<b>Out of Province Emergency Medical</b>	<p>Based on Five (5) Members – under the age of 80 – Annual Additional <b>\$300</b></p> <p>To increase the Trip Duration from 15 days to 30 days – Annual Additional <b>\$350</b></p>
<b>Public Entity Recovery Assistance Plan (Critical Illness)</b>	<p>Based on Five (5) Members – age 69 or less \$5,000 limit – Annual Additional <b>\$546</b> \$10,000 limit – Annual Additional <b>\$854</b></p>
<b>Volunteer Fire Fighters Accident</b>	<p>Quotation available upon request.</p>



# Township of Wellington North

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

## Delegation Request Form

Name of Delegate(s) Mariah Clark

Attending as an individual OR  Representing a group/organization/business

Name of Group/Organization/Business Warm Winter Wishes

### Contact Information

Mail: 8709 Line 2 Arthur ON N0G 1A0

Email: McMarlins41@gmail.com

Telephone: 519 313 0608

### Type of Meeting

Council OR  Committee (specify which committee) \_\_\_\_\_

Date of Meeting Dec 5

Subject Matter (submit your complete delegation submission with this form)

Donation to warm winter wishes organization

Recommendation/Request of Council ( what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

Donation (monetary)

Estimated Financial Impact to municipality:

Capital at councils discretion Annual Operating \_\_\_\_\_

SIGNATURE: Mariah Clark

**Notice of Collection/Use/Disclosure:** All information submitted in support of meetings of Council/Committee/Planning deliberations/ is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, telephone numbers, names and addresses on agendas and to persons requesting access to records of Council/Committee/Planning Committee. All information submitted to the municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's office (519) 848-3620.

(REVISED SEPTEMBER 2016)

405 Sligo Rd. E.  
Mount Forest ON N0G 2L2  
Tel: (519) 323-3430  
Fax: (519) 323-0210



Principal J. Meeker  
B.A., B.Ed  
Vice Principal B. Bloch  
Hon. B.A., B.Ed

Wednesday, November 2<sup>nd</sup>, 2016

Dear Business Owner:

The WHSS grade 12 Business Leadership class is running the 15<sup>th</sup> annual **Warm Winter Wishes Charity Campaign**. It is the perfect opportunity to put our business knowledge into practice and gain valuable hands-on experience while giving back to our community. This year's Warm Winter Wishes class has set a challenging goal of \$35,000.

We will be fundraising both within the school and community. The 4-week event schedule kicks off on Friday, November 18<sup>th</sup> and concludes Friday, December 16<sup>th</sup>. During this time period we will be conducting a wide variety of engaging activities, including, a staff chili cook-off, an all-night PJ-Rama, a staff and student hockey game, a community dinner and much more.

As business students we appreciate the importance of both effectively managing our expenses and supporting local businesses. In addition to the purchases made locally for activity inputs and children's gifts, last year WWW also purchased approximately \$17,500 worth of gift cards from local grocery and drug stores for the families and school nutrition programs. Last year the 2015 WWW campaign raised more than \$32,000, which in turn served 110 children from 50 grateful families in our community.

With ongoing corporate, community, staff and student support, The Warm Winter Wishes Organization can continue to successfully assist the growing number of local families in financial need, while working to build a stronger community. We are seeking monetary donations, as well as gift donations to be used in our silent auction. All monetary donations will be used to purchase warm clothing, personalized gifts, as well as provide grocery and pharmacy gift cards.

To show our appreciation for corporate donations and in-kind support we will publish donor names on our school website, publicize donors through our social marketing campaign and announce sponsors at our assembly.

Over the past 14 years of operation, the Warm Winter Wishes organization has raised over a quarter of a million dollars, which has been invested back into our community. We thank you in advance for your consideration and support and are hoping that you will partner with us this year so we can continue to deliver Warm Winter Wishes to families within our community. If you have any questions, please feel free to contact us.

Warm Winter Wishes  
519-323-3430  
Extension 551

Jorden Reaman  
Corporate Donations  
519-604-8448

Cody Bell  
Silent Auction  
519-604-4903

Ally Illes  
General Manager  
519-313-0027



# UPPER GRAND Learning Foundation

Building a Strong Foundation for Learning – Developing Community Resources for Students

500 Victoria Road North, Guelph, Ontario N1E 6K2  
Charitable Registration Number 89445 0444 RR0001

## CONTRIBUTION FORM

\* Name \_\_\_\_\_

\* Address \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

\* Please accept my gift of \$ \_\_\_\_\_

\* Donor(s) Signature(s) \_\_\_\_\_

### \* Method of Payment

A. Enclosed is my cheque \_\_\_\_\_  
(Please make payable to: Upper Grand Learning Foundation)

B. Charge my VISA \_\_\_\_\_ MasterCard \_\_\_\_\_ Card Number \_\_\_\_\_

Signature \_\_\_\_\_ Expiry Date \_\_\_\_\_

The administration fee charged by the banks for the use of credit cards will be deducted from the amount donated to the school, i.e. A \$100 donation will result in \$96.50 going to the school.

**Please credit my gift to (circle your choice):**

A. **School Fund** – I want to designate my donation to:  
Warm Winter Wishes - Wellington Heights Secondary School

\_\_\_\_\_  
Name of school(s)

B. **Free to Achieve Fund**

C. **General Fund** – Area of greatest need

D. **Scholarship Fund** – I want to donate a Scholarship to a particular school; I have discussed my intention with that school's Principal and/or Guidance Head; I have completed the Scholarship Agreement with UGLF.

E. **Sponsor an Award** – to recognize student achievement at:

\_\_\_\_\_  
Name of school(s)

Please forward your donation and completed *Contribution Form* to the Upper Grand Learning Foundation at the above address or to the attention of Upper Grand Learning Foundation through your nearest Upper Grand District School Board school's courier service.

For recognition purposes, I wish to remain anonymous.

Tax receipts will be issued for contributions of \$20 or more.  
Privacy Policy at [www.uppergrandlearningfoundation.com](http://www.uppergrandlearningfoundation.com)



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

www.wellington-north.com

519.848.3620  
1.866.848.3620 519.848.3228

Plan to  
Simply Explore

www.simplyexplore.ca

### Delegation Request Form

Name of Delegate(s) John Rooney

Attending as an individual OR  Representing a group/organization/business

Name of Group/Organization/Business

\_\_\_\_\_

#### Contact Information

Mail: P.O. Box 878 Arthur On. NOG1A0

Email: jrrooney@hotmail.com

Telephone: 519 993 5546

#### Type of Meeting

Council OR  Committee (specify which committee) \_\_\_\_\_

Date of Meeting Dec 05 2016

Subject Matter (submit your complete delegation submission with this form)

Sewage transfer in Arthur

Recommendation/Request of Council ( what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

see attached.

SIGNATURE: John Rooney

Delegations shall not be permitted to address Council or its Committees on the following matters:

- Labour relations or employee negotiations
- Litigation that is either expected to proceed, that is currently proceeding, or that has already been decided by a trier of fact
- Other matters before a tribunal or that have been ruled on at a tribunal
- Tenders, RFPs or other procurement matters
- Any other matter that is properly the subject of the closed meeting provisions in the *Municipal Act, 2001*

**Council or Committee, may in their discretion, refuse to hear any delegation.**



Hello Council

I am asking you tonight to please consider the following request I have regarding two properties I own in the village of Arthur.

I recently purchased the house at 131 Edward Street. This house is behind the post office and adjacent to the municipal parking lot on the north side. I believe the house is past its useful life and I plan on demolishing it. This property currently has one sewage allocation and if I took down this house I could rebuild a single family home in the same location right away with this allocation. I would also be entitled to and credited the amount of the development fees as this lot has already been subjected to these fees. However, I believe that with the lot location, close to the downtown core and the fact that it is already zoned R3 that building a multi-unit dwelling, e.g. a senior's rental fourplex would be a better use of the lot location and zoning. If I went this route I would be short 3 sewage allocations based on the current shortage.

I also own a lot at 326 Smith Street in Arthur (across from the new gas station/Tim Hortons). The current sewage allotment shortage has impacted my ability to do anything with this lot.

What I am asking you tonight is to consider transferring the one sewage allocation that I will have when the house on Edward Street is demolished, along with the credit for the development fees to my lot on Smith Street. The transfer would allow me to move forward with the Smith Street property, versus if the transfer is not approved, I will be stalled with both properties due to the sewer allocation shortage. Development on the Edward Street property will be on hold until more sewage allocation is available to make better use of the property's zoning and location.

Thank You  
John Rooney



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2016-028 STACK PIT APPLICATION-AGGREGATE  
HAUL ROUTE AGREEMENT**

#### **RECOMMENDATION**

**THAT** Report CAO 2016-028 being a report on the Stack Pit Application-Aggregate Haul Route Agreement be received for information;

**AND FURTHER THAT** the Council of the Township of Wellington North authorize the Mayor and CAO to enter into the Aggregate Haul Route Agreement as presented for the Stack Pit.

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

- September 12, 2016 Closed Session CAO 2016-018 Road Maintenance Agreements-Gravel Pit Negotiations
- November 21, 2016 CAO 2016-026 Ghent Pit Application-Aggregate Haul Route
- August 5, 2016

#### **BACKGROUND**

On August 15, 2016 the Township hosted a Public Meeting to review an Official Plan Amendment and Zoning By-Law Amendment application submitted by Laverne B and Erma Weber. The intent of the applications was to allow for a gravel pit operations on Part lot 4, Concession 5, Geographic Township of Arthur. At the meeting Council made no decision on

the application but did give staff direction to proceed with negotiations of a road use agreement.

On September 12, 2016 Council passed the below resolution-

***THAT*** Report CAO 2016-018 being a report on Road Use Agreements-Gravel Pit Negotiations be received;

***AND FURTHER THAT*** the Council of the Township of Wellington North acknowledges that aggregate license applicants are not required to enter into Road Maintenance Agreements with municipalities but may as an act of good faith;

***AND FURTHER THAT*** any negotiations shall be focused on Items for Consideration (list here);

- *Reduction in speed limit on the haul route;*
- *4-way stop intersection Conc 4N & S/R 2E;*
- *Increased signage;*
- *Tree/shrub planting;*
- *Elimination of weekend operations;*
- *A one time \$10,000.00 contribution to cover the preceding conditions;*
- *\$2500.00 per application on an annual basis for a five year term subject to renewal or revisions to the TOARC levy.*

***AND FURTHER THAT*** the Township will engage their engineer to determine a fair manner to allocate any costs that form part of an agreement amongst all gravel pit owners on Concession 4N;

***BE IT RESOLVED THAT*** the Council of the Township of Wellington North direct the CAO, Mayor, Director of Public Works and County Planner(s) to facilitate a meeting with the applicants for the Ghent Pit (Bye) and the Stack Pit (Weber) to work towards a Road Maintenance Agreement.

With this direction from Council, Township staff have negotiated an Aggregate Haul Route Agreement with the owners of the pit (Laverne and Erma Weber). The agreement for the most part is exactly the same as the proposed agreement with the operator of the Ghent Pit. The Weber's authorized the agreement on November 22, 2016. The definition of the haul route has been altered to reflect the haul route proposed in the Weber's aggregate licence application.

The agreement reflects a one-time lump sum payment plus an annual contribution that will be based on the actual tonnage extracted from the Stack Pit. The agreement allows the Township discretion on how these funds are to be utilized in maintaining or upgrading the haul route. The agreement also acknowledges the TOARC licence levy is currently being reviewed and that significant changes to that levy would result in the need for the agreement to be revisited.

Highlights of the agreement-

- One-time \$10,000.00 contribution-"to be used as the Operator's share of the haul road upgrades and maintenance activities."
- \$0.06 per extracted tonne contributed annually in addition to current TOARC levy.
- Operator to install "Truck Entrance" signage on Concession 4N.
- Operator will comply with seasonal half load restrictions.

A copy of the agreement will be included in the agenda along with the proposed authorizing by-law.

With the agreement in place, I anticipate the applicant will proceed with the required Official Plan Amendment (OPA) and the Zoning By-Law Amendment (ZBA) in consultation with the County Planning Department. Please note that decisions around and OPA and the ZBA can be appealed.

### FINANCIAL CONSIDERATIONS

The financial terms of the agreement would result in the Township collecting a maximum of \$4,500 annually towards haul route upgrades and future maintenance during the life of the proposed gravel pit assuming the operator removes the maximum allowable (75,000 tonne) in addition to the lump sum amount of \$10,000.00.

Note-The above amounts would be outside of other fees that are paid to the Township via The Ontario Aggregate Resources Corporation (TOARC) for the Township's share of license fees that are collected from aggregate producers in the Township annually.

### STRATEGIC PLAN

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

X Yes  No  N/A

Which pillars does this report support?

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

Entering into an Aggregate Haul Route agreement with the pit owner (Stack Pit) on Concession 4N to ensure appropriate maintenance and upgrade activities can be undertaken by the Township should be viewed as a strategic partnership. Entering in to such an agreement will set precedence for all future aggregate applications within Wellington North.

**PREPARED BY:**

**RECOMMENDED BY:**

*Michael Givens*

*Michael Givens, CAO*

**MICHAEL GIVENS  
CAO**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2016-029 GHENT PIT APPLICATION-AGGREGATE  
HAUL ROUTE AGREEMENT - REVISED**

### **RECOMMENDATION**

**THAT** Report CAO 2016-026 being a report on the Ghent Pit Application-Aggregate Haul Route Agreement-Revised be received for information;

**AND FURTHER THAT** the Council of the Township of Wellington North authorize the Mayor and CAO to enter into the Aggregate Haul Route Agreement as presented for the Ghent Pit;

**AND FURTHER THAT** the Council of the Township authorize the appointed Township/County Solicitor to remove the hold provision contained in by-law #002-16 as part of the proceedings associated with the Ontario Municipal Board appeal PL160043.

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

- January 7, 2015 Correspondence from Ministry of Natural Resources and Forestry to the applicant-“no further concerns and withdraws its objections...”
- January 21, 2015 Correspondence from Saugeen Valley Conservation Authority to the applicant- “no objection to the proposed Application for Category 3 Pit Licence.”
- January 26, 2015 Correspondence from the Applicant addressing the issues raised at the June 23, 2014 Public Meeting
- March 12, 2015 Correspondence from Gerald and Joanne Booi

- March 23, 2015 CAO 2015-07 Report to Council-Ghent Pit Application
- March 31, 2015 Correspondence from Linda Redmond (Senior Planner) to applicant
- June 2015 Paradigm - Ghent Pit Transportation Impact Study
- June 1, 2015 Correspondence from Randy Bye
- June 5, 2015 Correspondence from Township of Southgate CAO-Dave Milliner
- June 22, 2015 CAO 2015-17 Report to Council-Ghent Pit Application 2
- July 31, 2015 Correspondence from Triton Engineering-Peer Review of the Traffic Impact Study
- January 11, 2015 CAO 2016-001 Ghent Pit Application Road Upgrade Agreement
- September 12, 2016 Closed Session CAO 2016-018 Road Maintenance Agreements-Gravel Pit Negotiations
- November 21, 2016 CAO 2016-026 Ghent Pit Application-Aggregate Haul Route Agreement

<b>BACKGROUND</b>
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On September 12, 2016 Council passed the below resolution-

***THAT*** Report CAO 2016-018 being a report on Road Use Agreements-Gravel Pit Negotiations be received;

***AND FURTHER THAT*** the Council of the Township of Wellington North acknowledges that aggregate license applicants are not required to enter into Road Maintenance Agreements with municipalities but may as an act of good faith;

***AND FURTHER THAT*** any negotiations shall be focused on Items for Consideration (list here);

- *Reduction in speed limit on the haul route;*
- *4-way stop intersection Conc 4N & S/R 2E;*
- *Increased signage;*
- *Tree/shrub planting;*
- *Elimination of weekend operations;*
- *A one time \$10,000.00 contribution to cover the preceding conditions;*
- *\$2500.00 per application on an annual basis for a five year term subject to renewal or revisions to the TOARC levy.*

***AND FURTHER THAT*** the Township will engage their engineer to determine a fair manner to allocate any costs that form part of an agreement amongst all gravel pit owners on Concession 4N;

***BE IT RESOLVED THAT*** the Council of the Township of Wellington North direct the CAO, Mayor, Director of Public Works and County Planner(s) to facilitate a meeting with the applicants for the Ghent Pit (Bye) and the Stack Pit (Weber) to work towards a Road Maintenance Agreement.

With this direction from Council, Township staff has negotiated a revised Aggregate Haul Route Agreement with the operator. The revised agreement reflects a one-time lump sum payment plus an annual contribution that will be based on the actual tonnage extracted from the Ghent Pit. The agreement allows the Township discretion on how these funds are to be utilized in maintaining or upgrading the haul route. The agreement also acknowledges the TOARC licence levy is currently being reviewed and that significant changes to that levy would result in the need for the agreement to be revisited.

Highlights of the agreement-

- One-time \$10,000.00 contribution-“to be used as the Operator’s share of the haul road upgrades and maintenance activities.”
- \$0.06 per extracted tonne contributed annually in addition to current TOARC levy.
- Operator to install “Truck Entrance” signage on Concession 4N.
- Operator will comply with seasonal half load restrictions.

A copy of the agreement will be included in the agenda along with the proposed authorizing by-law.

Council will recall that the zoning by-law amendment that was passed on January 11, 2016 has been appealed to the OMB by the Citizens Coalition of Wellington North. The hearing surrounding the appeal is scheduled for January 24, 2016. The zoning by-law amendment (#002-16) contained a hold provision- *“The holding provision is in place until such time that the Pit Operator has entered into a satisfactory road use agreement with the municipality.”* Entering into the agreement would satisfy the provision. The Township Planner is consulting with the appointed solicitor on this matter, to ensure the hold is handled appropriately while the appeal remains outstanding. At this time, we are recommending that Council provide authorization to Peter Pickfield, the solicitor that is acting on behalf of the Township and County in the appeal to remove the hold as part the hearing proceedings.

### FINANCIAL CONSIDERATIONS

The financial terms of the agreement would result in the Township collecting a maximum of \$4,500 annually towards haul route upgrades and future maintenance during the life of the proposed gravel pit assuming the operator removes the maximum allowable (75,000 tonne) in addition to the lump sum amount of \$10,000.00.

### STRATEGIC PLAN

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

X Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

X Strategic Partnerships

Entering into an Aggregate Haul Route agreement with the pit operator (Ghent Pit) on Concession 4N to ensure appropriate maintenance and upgrade activities can be undertaken by the Township should be viewed as a strategic partnership. Entering in to such an agreement will set precedence for all future aggregate applications within Wellington North.

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

*Michael Givens*

*Michael Givens, CAO*

<b>MICHAEL GIVENS CAO</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2016-030 BEING A REPORT ON THE APPOINTMENT  
OF A RISK MANAGEMENT INSPECTOR FOR SOURCE WATER  
PROTECTION IN WELLINGTON NORTH**

**RECOMMENDATION**

**THAT** Report CAO 2016-030 being a report on the appointment of a risk management inspector for source water protection in Wellington North be received;

**AND FURTHER THAT** the Council of the Township of Wellington North support a shared services staff position with Township of Puslinch, Township of Centre Wellington, Guelph/-Eramosa, Township of Mapleton and Town of Erin for risk management inspector (RMI) legislative tasks within the Township of Wellington North;

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to include financial provisions in the 2017 Water Department budget to cover the shared service RMI position.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report by Kyle Davis dated May 16, 2016 (Public Works Committee, May 27, 2016)

**BACKGROUND**

Wellington Source Water Protection is a partnership of the municipalities of Wellington County to protect our drinking water sources.

Township of Wellington North has three Source Water Protection Plans (SPP) within its jurisdiction. Grand River SPP (Arthur and surrounding area), Saugeen Valley SPP (Mount Forest and surrounding area, Maitland Valley SPP (rural section west of highway #6). Today all plans are effective and all plans have unique implementation, engagement and enforcement parameters.

Kyle Davis is currently appointed the Township's Risk Management Official (RMO) and Risk Management Inspector (RMI); however, based on future workload projectors, there is a need for each municipality to determine how the function of the RMI role can be realized. The RMI's workload will be focused on the continued development of risk management plans, review of development applications, promoting source water education and outreach.

Kyle in his role as RMO has presented the lower tier CAO's with options/strategies as it relates to fulfilling the requirements of the RMI position. Minto has made a decision to have their building department assume the duties of the RMO/RMI.

The remaining lower tiers have agreed to bring forward the concept of a shared RMI position amongst the Town of Erin, Township of Puslinch, Township of Centre Wellington, Guelph/Eramosa Township, Township of Mapleton and the Township of Wellington North.

The attached Table 1 provide a Workload Estimate that was prepared by Kyle at request of the CAO's. Assuming support from all municipalities, Kyle would proceed with hiring a three year contract position that would report to the RMO and would be located centrally (Centre Wellington). The Town of Erin has already endorsed the concept.

Note-Township Council provided authorization to the CAO to appoint a Risk Management Inspector and Risk Management Official in June of 2016.

### **FINANCIAL CONSIDERATIONS**

The attached Table 3 was prepared by Kyle Davis at request of the lower tier CAO's and provides a cost estimated related to the shared Source Protection Coordinator/Risk Management Inspector position.

Wellington North's share is estimated at between \$9,560 and \$10,880. Source Protection Municipal Implementation Fund (SMPIF) dollars can be utilized to cover these costs. The SMPIF is scheduled to expire in March of 2017 but indications are that timeframe may be extended.

The current unbudgeted balance of SMPIF funds remaining is approximately \$29,000.00.

### **STRATEGIC PLAN**

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

X Yes

 No N/A

Which pillars does this report support?

X Community Growth Plan

 Human Resource Plan Brand and Identity

X Strategic Partnerships

 Community Service Review Corporate Communication Plan Positive Healthy Work Environment

Source water protection follows the Clean Water Act (2006) and aims to protect community drinking water at its source by identifying threats and actively managing those risks. Collaborating with our municipal neighbours on the Risk Management Inspector and Risk Management Official positions promotes consistency within the County and cost-sharing amongst partners.

PREPARED BY:

RECOMMENDED BY:

*Mike Givens**Michael Givens, CAO*

**MIKE GIVENS**  
**CHIEF ADMINISTRATIVE OFFICER**

**MICHAEL GIVENS**  
**CHIEF ADMINISTRATIVE OFFICER**

Table 1: Percent Program Workload Estimate, Wellington County Municipalities Source Protection Program, November 2016

Program Areas	Minto	Erin	Puslinch	Wellington North	Mapleton	Guelph / Eramosa	Centre Wellington
Development Review (current Plan requirements)		32%	10%	5%	7%	1%	25%
Development Review (adjusted percentage if residential exemption applied in Minto)		11%	14%	6%	9%	2%	33%
Agricultural RMPs / Prohibitions		1%	11%	8%	2%	1%	71%
Industrial, Commercial and Institutional RMPs / Prohibitions		12%	7%	3%	24%	3%	16%
Residential Fuel Oil RMP / Mandatory Education Programs		7%	5%	0%	12%	0	77%
Other Mandatory Education Programs		15%	20%	15%	10%	10%	15%
Septic Inspections		1%	20%	8%	1%	0	66%
Tier 3 (Water Quantity) Projects		No	Yes	Yes	No	No	Yes
<b>Total Percent Workload Estimate (Excluding Septic Program)</b>		<b>10%</b>	<b>11%</b>	<b>7%</b>	<b>11%</b>	<b>3%</b>	<b>42%</b>
Education, Outreach and Training	Septic Social / Open Well events, outreach to LC and I, agricultural properties, website, outreach regarding development applications and provision of training sessions						
Administration	Shared administration of filing, database support, septic inspections, meetings, centralized guidance material, event management, updates to website, records retention, annual reporting						
Updates to Assessment Reports, Source Protection Plans and Provincial Guidance	Province is consulting on a series of changes to the technical rules and Table of Drinking Water Threats for both quality and quantity that could impact source protection implementation. This consultation has begun in 2016 but is planned to continue through 2017. Saugeen and Maitland Valley are both planned to have updates to Assessment Reports and Source Protection Plans in 2017. Grand River Plan updates are likely by 2019.						
Water Quantity (Tier 3) Projects	Guelph / GET Tier 3 and Centre Wellington Tier 3 - both projects are planned to have stakeholder and public involvement. RMO, County and Township staff plus consultants are involved in the steering committees for both projects. Technical and policy work is planned for Guelph / GET Tier 3 and technical work is planned for Centre Wellington Tier 3.						
Program improvement and Technical Support	Participation in provincial and watershed based working groups, implementation of optional but value added policies (ie moderate and low threats, some education, incentive programs) and policy and technical work associated with review of existing and development of new well supplies (as required). Work is planned for assessment of two, new well supplies in Erin.						
Technical Review Support (hydrogeologist, legal, engineer)	Support provided to RMO / RMI regarding certain development applications, RMPs (funded by RMO and development budgets).						
GIS Support	Shared support by County and TCW GIS staff (funded by County, RMO and TCW budget)						

RMP - Risk Management Plans  
RMP, Prohibition work load includes the establishment and amending of RMPs plus the verification and compliance inspections:

Note that percentages are estimates based on current development review and / or threat verification. Development review data is only for four months in some municipalities (Mapleton, GET, TCW, WN). Threat verification work is also ongoing and therefore percentages may change. Based on growth projections, it is anticipated that development review will increase in Centre Wellington also resulting in increases to RMPs.

Note that total percentage workload is calculated based on development review (adjusted), the three RMP rows and Other Mandatory Education Programs. Septic inspections are excluded as the inspections are conducted under the Ontario Buil

**Table 3: Breakdown by Municipality for Proposed Source Protection Coordinator / Risk Management Inspector (3 year contract March 2017 to March 2020)**

	Annual Cost	Erin	Puslinch	Wellington North	Mapleton	Guelph / Eramosa	Centre Wellington
Coordination Contribution	\$12,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Percentage Share Based on Estimated Workload	100%	12%	9%	12%	3%	32%	32%
Base Salary Cost (\$75,000) Without Coordinator Contribution (\$12,000)	\$63,000	\$7,560	\$5,670	\$7,560	\$1,890	\$20,160	\$20,160
Job Rate Salary Cost (\$86,000) Without Coordinator Contribution (\$12,000)	\$74,000	\$8,880	\$6,660	\$8,880	\$2,220	\$23,680	\$23,680
<b>Total at Base Salary</b>	<b>\$75,000</b>	<b>\$9,560</b>	<b>\$7,670</b>	<b>\$9,560</b>	<b>\$3,890</b>	<b>\$22,160</b>	<b>\$22,160</b>
<b>Total at Job Rate</b>	<b>\$86,000</b>	<b>\$10,880</b>	<b>\$8,660</b>	<b>\$10,880</b>	<b>\$4,220</b>	<b>\$25,680</b>	<b>\$25,680</b>

**Notes**

Contract staff costs are estimated based on Pay Grade 9 of Township of Centre Wellington (Base rate = \$62,907.74 per annum, Job rate = \$74,065.09 (2016 rates) with a factor for wages and benefits and an allowance for training, equipment, phone. This includes 2 weeks paid vacation in lieu of 4%. For budgeting purposes, the contract costs were rounded.

Municipal percentage shares of workload were estimated based on data presented in Table 1 (excluding septic inspections). The percentages were adjusted for six municipalities and to account for an anticipated increase in Centre Wellington development related workload.

Coordinator Contribution is a flat fee charged to each municipality to cover costs associated with activities that benefit all municipalities (ie annual reporting, template development, education and outreach etc.



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF December 5<sup>TH</sup>, 2016**

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

**SUBJECT: REPORT EDO-2016-35 COMMUNITY IMPROVEMENT PROGRAM**

### **RECOMMENDATION**

**That** the Economic Development Officer report EDO-2016-35 dated December 5<sup>th</sup>, 2016 with regards to the Community Improvement Program be received;

**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington North approve a one-time grant of \$2,500.00 under the Public Arts Grant Program to the Mount Forest 2017 Homecoming Committee to assist with the completion of a Mural to be placed on the side of the building at 101 Main Street North in Mount Forest.

**AND FURTHER THAT** the Council of the Corporation of the Township of Wellington North approve a one-time grant of \$2,500.00 and an interest free loan of \$2,500.00 to be repaid over five years, under the Facade Improvement Grant & Loan Program, as a result of the improvements made to the Century 21 Building at 221 Main Street South in Mount Forest.

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

There have been numerous reports to council on the Community Improvement Program since the program was approved in May 2012 however none of these reports are related to these applications.

### **BACKGROUND**

Our Community Improvement Program (C.I.P.) was approved in 2012 and has established a framework for the Township support and implementation of programs to encourage the maintenance and rehabilitation of commercial buildings, their facades as well as associated signage and green spaces.

Through this framework the Municipality is able to provide incentives for individuals, businesses, Community Groups and organizations, etc. to enhance their building presentation to the public and/or to support Public Art, in an effort to help beautify and stimulate pride in our downtowns.

At the November 16<sup>th</sup> Economic Development Committee meeting the committee approved a recommendation by staff to undertake a complete review of the Wellington North Community Improvement Program. This recommendation was also one of the seventeen recommendations coming out of the Municipal Development Forum and with the program now in its fifth year we felt it timely to complete this review which will include:

- Research and recommendations to expand the Community Improvement Program boundaries to include all commercial and industrial areas within the Township of Wellington North
- a complete review of existing funding programs and recommendations to revise these programs and/or add additional funding programs to our Community Improvement Program
- analysis of the recent Wellington County Official Plan amendment and recommendations on how the Township of Wellington North can best leverage County involvement in the CIP process.
- Research and report on current programs in other municipalities having a focus on incentives targeting absentee landlords/landowners to rent their vacant buildings and/or develop their vacant land and/or refurbish buildings in disrepair.
- Review, simplify and revise grant applications forms to permit future in-house editing/reformat by the Township

Economic Development Committee approval was also received to contract Stempski Kelly and Associates, who we have worked with on a number of programs including the creation of our initial CIP in 2012, to complete this review and we expect the work will be completed and presented to council for approval in early 2017.

### **COMMUNITY IMPROVEMENT PROGRAM APPLICATIONS**

On November 7<sup>th</sup> 2016 an application was received from Richard MacVicar Chairperson for the Mount Forest 2017 Homecoming Committee. With support from the Municipal Hockey Tournament Committee, Private donors and other fundraising programs the Homecoming Committee is raising funds towards the installation of a Homecoming Mural on the north wall of the building at 101 Main Street South (corner of Main & Wellington) in Mount Forest. Well known local artist Cliff Smith has been contracted to design and complete the mural.

On October 26<sup>th</sup> 2016 an application was also received from Richard Sharpe the Building Owner as well as the Business Owner of the Century 21 office at 221 Main Street South in Mount Forest. A significant amount of inside as well as outside improvements have been made to the building including the removal and installation of a new awning, exterior painting, replacement of exterior windows and door, custom window sills, touch-up to brick and mortar work, etc.

As part of the review and approval process all applications are reviewed by members of the Community Improvement Plan Review Panel. (April Marshall, Darren Jones & Dale Small) The panel members have reviewed the applications and completed the required Decision Matrix in order to ensure the applications are eligible and meet the requirements of the Program. Copies of the Decision Matrix are attached to this report and the Review Panel recommends council approve funding for both applications.

### **FINANCIAL CONSIDERATIONS**

This ten year program has proven quite popular and since 2012 thirty one applicants have submitted applications to the Community Improvement Program. The total dollar value of the overall improvements made to our Main Streets is conservatively estimated at \$328,010.

Of this amount:

- \$ 67,298 (20%) has been covered by grants from the C.I.P.
- \$ 22,500 ( 7%) has been advanced in interest free loans repayable over 5 years
- \$238,212 (73%) has been the applicants contributions

In 2016, similar to past years, \$10,000 in grant funding as well as \$10,000 in loan funding was approved at the start of the year in the Economic Development budget to cover applications under the Community Improvement Program.

Grant expenditures to date, including the funding required to cover these two applications, will put us at \$15,783 and will exceed our 2016 budget amount. Some of this excess will be covered from within our existing Economic Development budget with the remaining being covered from our 2016 BR+E Implementation funding request which also includes the complete review of our CIP program.

At the present time we are working with four business owners who may submit applications for funding over the next few months. This speaks positively to the success and popularity of the program and as a result, as part of the 2017 Municipal budget process, we will be looking for council's approval to increase the level of funding to the Community Improvement Program.

### STRATEGIC PLAN

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

X **Yes**                       No                       N/A

Which pillars does this report support?

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

**PREPARED BY:**

**RECOMMENDED BY:**

*Dale Small*

*Michael Givens*

**DALE SMALL  
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



**COMMUNITY IMPROVEMENT PLAN : PUBLIC ART GRANT APPLICATION DECISION MATRIX**


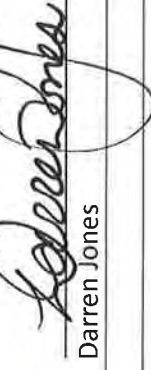
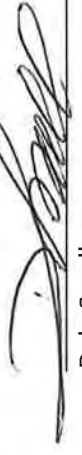
Applicant: Mount Forest 2017 Homecoming Committee

Date Received: November 7th, 2016

Application #: P.A.G. # 9

Amount: \$2,500.00

Date of Community Improvement Plan Review Panel Meeting: **November 17<sup>th</sup>, 2016**

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		The Mount Forest Homecoming 2017 is eligible to apply for this grant.
2	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		The building is located at 101 Main Street N. In Mount Forest which is within the CIPA boundary
3	Has the application been properly completed including: <ul style="list-style-type: none"> <li>• Detailed description of proposal</li> <li>• Detailed drawing of the proposed Art</li> <li>• Minimum of two quotes obtained</li> </ul>	X X	X	Only one estimate was provided and it is from Cliff Smith a well known local artist who has completed many of the murals in the Township of Wellington North
4	Are property taxes and any other Municipal Accounts receivable up to date	X		Verified up to date on Nov 14 <sup>th</sup> , 2016
5	Eligible costs associated with the Public Arts Projects are as follows. Indicate which ones are included: <ul style="list-style-type: none"> <li>• Application fees</li> <li>• Preparation of building/area to receive art installation</li> <li>• Service/product fabrication of art work</li> <li>• Installation charges of proposed art work</li> </ul>	X X X	X	The mural will be approximately 10 ft. high and 40 ft. wide and will be initially painted on panels which will then be attached to the side of the building.
6	What percentage of the overall costs is being requested from the Public Arts Grant Program. If the overall project costs exceed the grant application how are the remaining costs being covered?	21.0% X		Cost of Overall Project: \$12,000.00 21.0%/\$2,500 requested from Public Arts Grant 12.5%/\$1,500 from Municipal Hockey Tournament Committee 66.5%/\$8,000 from the Homecoming Committee/Fundraising
7	Will the goods and services to complete the Art work be performed by local businesses/suppliers.	X		Supplies from MARCC Apparel and signs Mount Forest Local Artist, Cliff Smith, to complete design and artwork
8	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Completion targeted for May 2017
9	Other comments from the Review Panel			
<b>Recommendation</b>	That the Community Improvement Review Panel support this application and make a motion for council approval: Yes XX No			
	 April Marshall	 Darren Jones	 Dale Small	068

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

Applicant: **Richard Sharpe: Century 21**

Date Received: **October 26th, 2016**


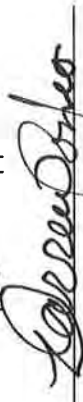

Application #: **F.I.L. & G. # 24**

Amount: **\$2,500.00 Grant & \$2,500 Loan**

Date of Community Improvement Plan Review Panel Meeting: **November 17th, 2016**

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in 4.2.4.2 of the Community Improvement Plan	X		Applicant, Richard Sharpe, is the business owner as well as the building owner of this location.
2	Is the applicant applying for: a) Facade Improvement Grant b) Facade Improvement Interest Free Loan c) Both	X		The applicant is applying for both the \$2,500 Grant and \$2,500 Interest Free Loan.
3	Is the Property and/or adjacent Public Land within the CIPA boundaries and eligible for funding	X		The Century 21 business is located in the building at 221 Main Street South in Mount Forest which is within the CIPA boundary.
4	Has the application been properly completed including: • Detailed description of improvements • Facade Improvement Checklist • Detailed sketch of the proposed change • Minimum of two quotes obtained	X X X X	X	A detailed description, including pictures has been provided by the applicant. The work has been completed by a local contractor who has completed many similar store front improvements on our Main Street.
5	Are property taxes and any other Municipal Accounts receivable up to date	X		All property taxes were verified up to date as at Nov 17th, 2016
6	Eligible costs associated with Facade Improvement Projects are as follows. Indicate which ones are included:  • Repainting or cleaning of the facade • Restoration of facade masonry, brickwork, etc. • Replacement or Repair of cornices, eaves, parapets, etc • Replacement or Repair of Windows • Entrance-way modifications • Redesign of the store front • Removal of signage and installation of new signage	X X X X X X		Work that has been completed has been well detailed in the application and is also included in the itemized bill from the local contractor. Includes removal and installation of a new awning, exterior painting, replacement of exterior windows and door, custom window sills, touch-up to brick and mortar work, etc.

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

	<ul style="list-style-type: none"> <li>• Restoration of original facade appearance</li> <li>• Replacement or Repair of canopies and awnings</li> <li>• Installation or repair of exterior lighting</li> <li>• Other similar improvements approved by CIPRP</li> </ul>	<p>X</p> <p>X</p>		
<b>7</b>	<p>Facade Improvement Grant amount available is 50% of eligible costs up to a maximum of \$2,500. What amount is being requested and what is the percentage of the overall.</p>	<p>X</p> <p>X</p> <p>X</p>	<p>Overall Cost of exterior improvements: \$36,975</p> <p>Grant Amount being requested: \$2,500</p> <p>Percentage of overall Costs: 7%</p>	
<b>8</b>	<p>Facade Improvement Loan amount available is an interest free loan up to a maximum \$2,500. This loan must be paid off in equal installments with a maximum amortization of five years. What amount is being requested and what is the amortization period?</p>	<p>X</p>	<p>As the overall cost of the improvement is greater than \$7,500 the applicant is also eligible for, and applying for, the \$2,500 interest free loan.</p>	
<b>9</b>	<p>Will the goods and services to complete the required work be performed by local businesses/suppliers.</p>	<p>X</p>	<p>All work was completed by a local contractor.</p>	
<b>10</b>	<p>Is the targeted completion date within 8 months from date of approval or is an extension required?</p>	<p>X</p>	<p>The work has been completed.</p>	
<b>11</b>	<p>Other comments from the Review Panel</p>		<p>These improvements qualify for funding under the Community Improvement program and we recommend council approve the request.</p>	
<b>Recommendation</b>	<p>That the Community Improvement Review Panel support this application and makes a motion for council approval.</p> <p> April Marshall</p> <p> Darren Jones</p> <p> Dale Small</p>	<p>Yes XXX</p> <p>No</p>		

**TOWNSHIP OF WELLINGTON NORTH**  
**ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES**

Wednesday, November 16, 2016 – 4:30 pm  
 Council Chamber, Kenilworth

**Members Present:** Chair Councillor Lisa Hern  
 Councillor Steve McCabe

Mayor Andy Lennox  
 Shawn McLeod  
 Al Rawlins  
 Shep Shepetunko  
 Jim Taylor

**Staff:** Mike Givens, Chief Administrative Officer  
 April Marshall, Tourism, Marketing & Promotion Manager  
 Dale Small, Economic Development Officer  
 Cathy Conrad, Executive Assistant

**Absent:** Councillor Sherry Burke  
 Tim Boggs  
 Steve Dineen

**CALLING THE MEETING TO ORDER**

The meeting was called to order at 4:31 pm.

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION EDO 2016-028**

Moved By: Al Rawlins

Seconded By: Jim Taylor

***THAT the Agenda for the November 16, 2016 Economic Development Committee Meeting be accepted and passed.***

**CARRIED**

**DECLARATION OF PECUNIARY INTEREST**

None declared

**APPROVAL OF MINUTES**

**RESOLUTION EDO 2016-029**

Moved by: Al Rawlins

Seconded by: Jim Taylor

***THAT the Minutes of the Economic Development Committee Meeting held on August 17, 2016 and the Joint EDC Meeting with Minto, Mapleton and Southgate held on October 26, 2016 be adopted as circulated.***

**CARRIED**

**BUSINESS ARISING FROM MINUTES**

No business arising from minutes.

**DELEGATIONS**

Alison Armstrong and Suzanne Trivers  
 Wellington North Health Professional Recruitment Committee

Ms Armstrong and Ms. Trivers presented information regarding physician recruitment for Arthur and Mount Forest. There is not an issue in Arthur currently as Dr. Landoni is still able to take same day appointments and is not looking at retirement for five to six years. There is one physician considering retirement next year. They are currently working on transition plans.

Rural Skills Day is coming up with 20 first year medical students and 4 Wellington Heights Secondary School students participating along with volunteers for casting practice. This day is a learning opportunity that gives participants a look at rural medicine.

### **RESOLUTION EDO 2016-030**

Moved by: Al Rawlins

Seconded by: Jim Taylor

***THAT** the Economic Development Committee recommend Council receive the correspondence from the Wellington North Health Professional Recruitment Committee and that the Township of Wellington North continue to provide \$10,000 financial support in 2017 for health professional recruitment efforts as requested.*

**CARRIED**

### **NEW BUSINESS**

#### **Report from the Chair**

Councillor Hern

Councillor Hern thanked the Committee for their years of service with the Economic Development Committee and asked members if they would be available to attend the December 5 Council meeting for an appreciation presentation.

#### **Report from Mayor**

Mayor Lennox

- Community Group Meeting presentation & discussion

Mayor Lennox provided his presentation regarding the community growth plan. He has made this presentation at the Mount Forest Chamber of Commerce AGM and Arthur Historical Society and will be presenting at the Arthur Chamber of Commerce AGM, as well as, other future opportunities. This presentation is one of the recommendations identified from the Municipal Development Forum, held in March 2016, to address the top five barriers to investment and as a way to garner community input as we undergo developing the recommended Community Growth Plan.

The next twenty five years shows potential growth in the rural areas with Wellington North second only to Centre Wellington. Despite current issues with waste water treatment we have the urban centres that can absorb growth more readily. We have to try to manage growth to achieve the type of growth we want.

#### **Report From Chamber of Commerce**

Councillor Hern

- Mount Forest Chamber
- Arthur Chamber of Commerce

The Mount Forest Chamber recently held their AGM. The new president is David Sharpe. They are currently restructuring their meetings.

The Arthur Chamber of Commerce AGM will be held on November 23, 2016.

#### **Wellington North Cultural Roundtable**

Jim Taylor

The Committee is made up of people representing different community organizations that have an interest in developing and promoting local culture. He noted that the Bartter Tarts and Buggies trail has been improved by bringing in attractions from surrounding communities and is a good example of future collaboration opportunities. The Committee is monitoring Canada 150 events and will try to

coordinate and promote all community events, including, Doors Open, which is themed in accordance with Canada 150. If the proposed changes to Wellington North's Council and Committee structure are approved the Cultural Roundtable will report directly to Council

### Youth Action Council

April Marshall

Wellington North is one of three Youth Councils participating in this Northern Wellington initiative, which also includes Mapleton and Minto. There was good uptake initially but now has a group of only 3 youth attending weekly in Wellington North. Recruiting is taking place. There is a need to work with youth to engage them and keep them in our community or have them return after post secondary education. Minto has dropped the age to 13 as it is the 12 to 13 year olds that have the most interest. Youth want a centre or someplace to go.

### Economic Development Office

April Marshall and Dale Small  
EDO 2016-29

- Grants and Donations Community Development Fund

#### **RESOLUTION EDO 2016-031**

Moved by: Al Rawlins

Seconded by: Jim Taylor

**THAT** the Economic Development Committee receive report EDO 2016-029 being a report on Grants and Donations Community Development Fund;

**AND FURTHER THAT** the Economic Development Committee recommend that the Council of the Township of Wellington North accepts the-

1. Grants and Donations Community Development Fund Guidelines
2. Grants and Donations Community Development Fund: Application Form
3. Grants and Donations Community Development Fund: Decision Matrix

as presented;

**AND FURTHER THAT** the Council of the Township of Wellington North recognizes the important role that not-for-profit community organizations and community groups play in delivering events and projects that support our community by enabling said organizations to plan, collaborate, develop, implement and enhance community development based projects and events.

**CARRIED**

- Rural Creativity Conference & Downtown Revitalization  
Community of Practice Workshop Highlights EDO 2016-31

#### **RESOLUTION EDO 2016-032**

Moved by: Al Rawlins

Seconded by: Jim Taylor

**THAT** the Economic Development Committee receive for information Report EDO 2016-31 being a report on the Rural Creativity Conference and Downtown Revitalization Community of Practice Workshop.

**CARRIED**

- Vibrant Villages Seminar Highlights EDO 2016-32

#### **RESOLUTION EDO 2016-033**

Moved by: Al Rawlins

Seconded by: Jim Taylor

**THAT** the Economic Development Committee receive for information Report EDO 2016-32 being a report on the Vibrant Villages Conference.

**CARRIED**

- Community Improvement Program EDO 2016-33

#### **RESOLUTION EDO 2016-034**

Moved by: Al Rawlins

Seconded by: Jim Taylor

**THAT** the Economic Development Committee receive report EDO 2016-33 being a report on the Community Improvement Program dated November 16<sup>th</sup>, 2016;

**AND FURTHER THAT** the Economic Development Committee of the Corporation of the Township of Wellington North approve the recommendation to contract Stempski Kelly & Associates at a cost of no more than \$7,500 to conduct a complete review of the Township of Wellington North Community Improvement Program.

**CARRIED**

- Renew Northern Wellington (video)  
Committee reviewed three videos promoting the Renew Northern Wellington program.
- International Plowing Match update (video)  
Committee reviewed a video highlighting the IPM

## **ANNOUNCEMENTS**

- |   |                       |
|---|-----------------------|
| ○ Ladies Night in Mount Forest  | Nov. 17 <sup>th</sup> |
| ○ Arthur Lions Christmas Craft Show,  | Nov. 20 <sup>th</sup> |
| ○ Arthur Chamber of Commerce AGM,   | Nov. 23 <sup>rd</sup> |
| ○ Black Friday in Mount Forest,   | Nov. 25 <sup>th</sup> |
| ○ Arthur Opti-Mrs Santa Claus Parade,   | Nov. 26 <sup>th</sup> |
| ○ Western Ontario Wardens Caucus Economic Development<br>Strategic Plan Focus Groups, Fergus 1:00–3:30 or 6:00–8:30 | Nov. 28 <sup>th</sup> |
| ○ Mount Forest Lions Santa Claus Parade,  | Dec. 2 <sup>nd</sup>  |
| ○ Wellington North Christmas Dinner and Dance, Arthur   | Dec. 17 <sup>th</sup> |
| ○ Youth Action Council – 2 <sup>nd</sup> and 4 <sup>th</sup> Thursday of each month                                 |                       |

## **MEMBER'S PRIVILEGE**

Councillor McCabe announced that rather than a bridge over the Conestoga River a limestone stepping path will be installed.

Jim Taylor commented that he has enjoyed serving on the Economic Development Committee and is looking forward to continuing his work with the Cultural Roundtable

Shawn McLeod was thankful for the time he has spent on the committee.

Dale Small thanked the members for their time serving on the committee.

Al Rawlins commented that he is looking forward to working with the Renew Program

Mike Givens announced that the Township has requested a delegation at ROMA to meet with the Minister of Agriculture and Food to discuss reinstatement of the Rural Economic Development fund.

April Marshall thanked members for their involvement with the committee.

Councillor Hern thanked everyone for their work with the EDC.

## **ADJOURNMENT**

### **RESOLUTION EDO 2016-035**

Moved by: Al Rawlins

Seconded by: Jim Taylor

**THAT** the Economic Development Committee meeting of November 16, 2016 be adjourned at 6:50 p.m.

**CARRIED**

**TOWNSHIP OF WELLINGTON NORTH****CULTURAL ROUNDTABLE COMMITTEE MINUTES**

Thursday, November 17 2016 - 12:00 pm  
Arthur Library Community Room

**Members Present:**

Chair Jim Taylor  
Robert Macdonald  
Trish Wake  
Bonny McDougall  
Penny Renken  
Gail Donald  
Linda Hruska

**Others Present:**

Karissa Koehler – Coop student with the Mount Forest Chamber of Commerce  
Kate Rowley – Lynes Blacksmith Shop / Mount Forest Archives  
Mariana Iglesias – Heritage Centre Wellington  
Kathy Baranski – Heritage Centre Wellington

**Staff Present:**

April Marshall, Tourism, Marketing & Promotion Manager

**Absent:**

Karen Armstrong  
Gary Pundsack  
Dale Small, Economic Development Officer  
Councillor Dan Yake

**CALLING THE MEETING TO ORDER**

Chair Jim Taylor called the meeting to order at 12:08 p.m.

**PASSING AND ACCEPTANCE OF AGENDA****RESOLUTION WNCR 2016-028**

Moved: Penny Renken

Seconded: Trish Wake

*THAT THE Agenda for the November 17th, 2016 Wellington North Cultural Roundtable Committee Meeting be accepted and passed.*

**CARRIED**

**DECLARATION OF PECUNIARY INTEREST**

None declared

**DELEGATIONS**

Mariana Iglesias and Kathy Baranski of Heritage Centre Wellington presented videos developed to build awareness about the committee's initiatives 'Remembering our Future.' The committee was established in 1977/78 and has concentrated on building an inventory of approximately 1200 heritage significant buildings in the municipality. Each listing is accompanied by a photo and write-up. Over the years, some properties have been individually designated for varying reasons. The Heritage Act also allows properties not designated into the registry as well. The registry gives a 60 day window to protection of a property, for example; notice to demolish 60 days prior, allowing time to review the property to see if it has merit to protect. Physical value is the highest priority, then history. Holding an inventory doesn't allow the right to protect. They also offered several other suggestions based on their experience about the process and best approach for a committee such as ourselves to consider if we proceed in developing Heritage recognition or designation.



Kate Rowley presented on the current status of the Lynes Blacksmith Shop and shared photos of the current state of the property, a community heritage project, located in Kenilworth. A dedicated group of interested parties are currently building a business case to build support and a plan to establish this culturally significant heritage project as a functioning facility in Wellington North again.

### **MINUTES OF PREVIOUS MEETING**

#### **RESOLUTION WNCR 2016-029**

Moved: Penny Renken

Seconded: Trish Wake

***THAT THE*** Cultural Roundtable Committee receive the minutes of the October 20<sup>th</sup>, 2016 Cultural Roundtable meeting.

**CARRIED**

### **BUSINESS ARISING FROM MINUTES**

The Township of Wellington North council recently approved a recommendation to give a culturally significant name to all future streets. The Cultural Roundtable has expressed interest in getting involved and will work on a list of names for future consideration. A list of 10 names each for Arthur and Mount Forest will be created and submitted to the Clerk.

### **NEW BUSINESS**

- Report from the Chair Jim Taylor  
 Jim thanked the delegates for their valuable input for consideration as the Cultural Roundtable undergoes listing heritage buildings and investigates the Heritage Act. He also noted that the new committee structure recently adapted by Wellington North Council will not affect the function of the Cultural Roundtable, which he expressed gratitude for.
- Youth Action Council Trish Wake / April Marshall  
 The committee is currently focusing on recruiting members and looking at ways to engage membership.
- Programming Funding and Sponsorship April Marshall  
 April reviewed the provided report on Programming Funding and Sponsorship, as it relates to sponsorship / promotion of culturally significant initiatives such as the promotion of the arts, live arts, exhibitions and/or oral storytelling that shall be directed to apply to Wellington North's Cultural Roundtable Programming Funding. The initiative provides funding aimed at enabling local community groups and organizations to incorporate culturally significant elements to their existing events, programs and projects.
- Canada 150 'Celebration' Grant Review April Marshall  
 The Township of Wellington North submitted a provincial application, naming the Cultural Roundtable as the lead facilitator of the project, to support capturing oral storytelling that will utilize a travelling unit to attend 6 existing festivals and events that also feed back into the Culture Roundtable mandate. Theme: '150' ideas to tie into Canada's 150<sup>th</sup> birthday and provide subjects to contributing residents and visitors. It was noted that we are still waiting to hear on the status of the grant application. Arthur is currently meeting with organizations to facilitate celebrations in line with Canada 150 initiatives. G. Donald submitted a list of themes for consideration to the oral storytelling project for the committees review and feedback.

**MOTIONS FOR COMMITTEE APPROVAL****RESOLUTION WNCR 2016-030**

Moved: Penny Renken

Seconded: Trish Wake

**THAT THE THAT** the Township of Wellington North Cultural Roundtable receive for information report EDO-2016-34 being a report on the Wellington North Cultural Roundtable's Programming Funding and Sponsorship

**AND FURTHER THAT** the Wellington North Cultural Roundtable approve the Programming Funding and Sponsorship Overview and Application as it relates to the sponsorship/ promotion of culturally significant initiatives such as the promotion of the arts, live arts, exhibitions and/or oral storytelling through existing Community Group and Organizations programming and events.

**CARRIED**

**ANNOUNCEMENTS**

- Ladies Night in Mount Forest Nov. 17th
- Arthur Lions Christmas Craft Show, Nov. 20th
- Arthur Chamber of Commerce AGM, Nov. 23rd
- Black Friday in Mount Forest, Nov. 25th
- Arthur Opti-Mrs Santa Claus Parade, Nov. 26th
- Mount Forest Lions Santa Claus Parade, Dec. 2nd
- Wellington North Christmas Dinner and Dance, Arthur Dec. 17th
- Youth Action Council – 2nd and 4th Thursday of each month

**MEMBERS PRIVILEGE**

None

**NEXT COMMITTEE MEETING**

The next meeting will be on Thursday, January 19, 2017 and will be held in Kenilworth.

**RESOLUTION WNCR 2016-031**

Moved: Penny Renken

**THAT THE** *Cultural Roundtable Committee meeting be adjourned at 2:03 pm.*

**CARRIED**



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-072 BEING A REPORT ON THE UPGRADE TO  
FINE AERATION AT THE ARTHUR WASTEWATER TREATMENT  
PLANT**

**RECOMMENDATION**

**THAT** Report PW 2016-072 being a report on the upgrade to fine aeration at the Arthur Wastewater Treatment Plant be received;

**AND FURTHER THAT** the Council of the Township of Wellington North approve a budget estimate of \$250,000 for the installation of fine aeration equipment and flow meters at the Arthur Wastewater Treatment Plant;

**AND FURTHER THAT** the Council of the Township of Wellington North direct Township staff to fund this project from the sanitary sewer reserve fund;

**AND FURTHER THAT** the Council of the Township of Wellington North waive the conditions within the "Request for Quotation Process (Written)" as stipulated in the Township's Purchasing and Procurement Policy recognizing that specialized work is required;

**AND FURTHER THAT** Council authorizes staff to proceed with the purchase in advance of the approval of the 2017 Budget.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report PW 2016-010 being a report on proposed capital work at the Arthur Wastewater Treatment Plant.

Report PW 2016-048 being a report on the fine aeration upgrade at Arthur wastewater treatment plant (WWTP).

## BACKGROUND

At the August 15<sup>th</sup> meeting of Council resolution # 2016-353 was carried stating:

***THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Public Works Committee, direct staff to include \$250,000 to the 2017 capital budget for upgrade to fine aeration at the Arthur Wastewater Treatment Plant (WWTP) and installation of flow meters on the return activated sludge (RAS) pipes;***

***AND FURTHER THAT Public Works Committee recommend the Council of the Township of Wellington North direct the Director of Public Works to award Triton Engineering Services Limited the design work associated with the installation of flow meters on the Return Activated Sludge at an estimated cost of \$13,250 plus applicable taxes.***

Triton Engineering has now completed the design work and are finalizing the Ministry of Environment and Climate Change (MOECC) approvals for this project. The planned installation schedule for this project is summer 2017.

A move to fine aeration will provide more biological treatment capacity within the aeration process and additional flow meters will allow the plant operator to more effectively monitor and control the plant's process.

This project will **NOT** result in any changes to the plant's approved design capacity, however, fine aeration is detailed within the Township's Municipal Class Environmental Assessment as a necessary process upgrade to achieve daily flows of 1,860 cubic metres and 2,300 cubic metres.

The cash flow resulting from this approval will not be spent until the spring / summer of 2017, however, Council's approval of this capital budget now will allow Township staff to order major equipment and tender the construction services required to implement this project.

In consultation with Triton, Township staff intend to purchase the major equipment for this project directly from the supplier. The major equipment for this project is the fine aeration system (~\$50,000) and magnetic flow meters (~\$20,000). This will ensure the Township does not pay a mark-up to the contractor on this equipment as well as establishes a direct relationship between the supplier-Township for any future warranty considerations.

A capital justification sheet for this project has been included as Schedule A.

<b>FINANCIAL CONSIDERATIONS</b>
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The following reserve account has a balance which could be used to fund this project:

Sanitary Sewer Reserve Fund	\$891,354
-----------------------------	-----------

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

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

X Yes                                       No                                       N/A

Which pillars does this report support?

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

Sanitary treatment capacity is an infrastructure prerequisite to development in the community of Arthur. Arthur's sanitary treatment capacity is the #1 priority of Township Council and this project is a construction project for 2017 that works towards re-rating the plant. It's worth noting that this project is consistent with both the Class EA upgrade and an optimization solution to re-rating the plant.

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

*Matthew Aston*

*Michael Givens, CAO*

<b>MATTHEW ASTON DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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## Schedule A – Capital Justification Sheet



# Township of Wellington North

CAPITAL PROJECT DETAIL SHEET  
2017 BUDGET

CAPITAL PROJECT SHEET				
Department:	Public Works			
Project Name:	Arthur WWTP Upgrade to Fine Aeration Bubblers and Addition of RAS Flow Meters			
Asset Name:	Arthur WWTP	Import ID:		
Project Description	<p>Project will replace existing "coarse bubble" aeration equipment within the plant's aeration tanks with "fine bubble" aeration equipment. This process upgrade will increase oxygen transfer efficiency by providing more bubble surface area per unit volume and lower the required air flow and energy needed to treat the same sewage flow. Fine bubble transfer efficiency ranges from 22 to 32 percent and coarse bubble efficiency ranges from 6 to 12 percent.</p> <p>Project will install two flow meters on the return activated sludge (RAS) pipes which transfer sludge from the clarifier to the two aeration tanks in order to provide operating staff with better control of the treatment process. RAS contains required nutrients and micro-organisms to maintain the treatment process in the aeration tanks.</p>			
Project Justification	Project will upgrade 25-yr old aeration equipment with more efficient equipment and install new equipment which will allow for more effective process control.			
PROJECT MATRIX				
Criteria	Low	Medium	High	Comments
Safety Issues, Risk Management		X		Project represents opportunity to complete work at Arthur WWTP in 2017.
Legislative Requirement		X		Township will need to complete upgrade work in order to re-rate plant.
Operational Saving, Short Payback		X		Fine bubble aeration makes more efficient use of existing air supply and lower energy consumption with enhanced dissolved oxygen control.
Routine Replacement, Asset beyond lifecycle		X		Coarse aeration equipment is 25-yr old.
Impact of delaying replacement	X			
Growth related			X	Project will improve Arthur WWTP ability to treat wastewater.
Service enhancements		X		Project will provide more efficient oxygen transfer and RAS flow monitoring and control will be an enhancement to existing plant functionality.
CAPITAL PROJECT COSTING AND FUNDING				
Costs	2017	2018	2019	2020
Capital Purchases	\$174,465			
Sub-Contractor/Equipment Rental				
Consulting Fees	\$56,150			
Consulting Fees				
Engineering/Survey Fees				



# Township of Wellington North

CAPITAL PROJECT DETAIL SHEET  
2017 BUDGET

00-42 Waterworks				
00-40 Sanitary Sewer				
00-30 Roads				
Geo Technical Fees				
Legal Fees				
Contingency		\$19,385		
Total Fees		\$250,000		
<b>Funding</b>				
Roads Infrastructure Reserve				
Taxation				
00-30 Roads				
Developer Contribution				
Gas Tax				
OCIF				
Funding Application				
Donation				
User Fees				
00-42 Waterworks				
00-40 Sanitary Sewer				
Development Charge				
Other:				
Total Funding		\$250,000		
<b>Net Operating Cost</b>				
Estimated Completion Date: December 31, 2017				
New Operating Costs per year:				
Previous Operating Costs				
Submitted By: _____		Department Head: _____		
Date Prepared: _____		Reviewed by Treasurer: _____		



**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-076 BEING A REPORT ON THE UPDATE TO  
THE TOWNSHIP'S WATER AND SEWER BY-LAWS**

#### **RECOMMENDATION**

**THAT** Report PW 2016-076 being a report on the update to the Township's water and sewer by-laws be received;

**AND FURTHER THAT** the Council of the Township of Wellington North give first and second reading to By-laws 093-16, 094-16, and 095-16 being by-laws to regulate water use and connection and sewer use connection;

**AND FURTHER THAT** the Council of the Township of Wellington North authorize the Mayor and Clerk to sign the revised water use and connection, sewer connection and sewer use by-laws after third reading on December 19, 2016;

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

**THAT** Report PW 2015-093 being a report on the sewer-use and sanitary connection by-law update be received from information.

#### **BACKGROUND**

Township's existing sewer-use by-law was established in the former Village of Arthur in 1991 and adopted by Wellington North after amalgamation. In late 2015, Township staff set-out to update the sewer use and sewer connection by-laws to incorporate mandatory changes



required by our local Sourcewater Protection Plans (SPP) as well as a housekeeping update for 2016. The Saugeen and Grand River SPPs came into force on July 1, 2016.

Township staff have attended several meetings during 2016 to draft and discuss the proposed changes. The proposed sewer use by-law was built from an Ontario template sewer use by-law that establishes reasonable rules for sewer use and protects the Township's wastewater infrastructure and the environment.

The SPP for the Saugeen Valley Conservation Authority has mandatory information that must be included in municipal sewer use and sewer connection by-laws. The details of Township sewer connections was formerly contained within by-law # 55-09 a water and sewer connection by-law. As a result, sewer content from Township by-law #55-09 had to be removed to allow for the new sewer connection by-law.

All by-laws have been revised by the Township's Solicitor.

### FINANCIAL CONSIDERATIONS

Township has incurred engineering and legal service fees as a result of this by-law update, however, as these changes were driven by source water protection legislation the Township is able to fully recover these expenses through the Sourcewater Protection Municipal Implementation Fund (SPMIF). Township staff time spent on this project is also recoverable under SPMIF.

### STRATEGIC PLAN

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

Yes                       No                       N/A

Which pillars does this report support?

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

Water and sewer, use and connection, by-laws establish rules that protect both the Township, residents and businesses.

**PREPARED BY:**

**RECOMMENDED BY:**

*Matthew Aston*

*Michael Givens, CAO*

**MATTHEW ASTON  
DIRECTOR OF PUBLIC WORKS**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: DALE CLARK, ROADS SUPERINTENDENT  
BARRY TROOD, WATER AND SEWER SUPERINTENDENT  
MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-077 BEING A REPORT ON THE  
2016 RIGHT-OF-WAY MANAGEMENT CONFERENCE**

### **RECOMMENDATION**

**THAT** Report PW 2016-077 being a report on the 2016 right-of-way management conference be received for information;

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

Report PW 2015-092 being a report on the 1<sup>st</sup> annual right-of-way management conference.

### **BACKGROUND**

Three (3) members of the Township's public works department attended the 2016 right-of-way management conference in Markham, Ontario, on November 23, 2016.

A copy of the conference agenda is included as Schedule A.

Member's key take-aways were:

1. Enjoyed the locate discussion with Enbridge about how locate requests have gone up significantly but damage to infrastructure has only decreased very little.

2. Discussed how to work the locating process into tendered projects and have contractors request locates for actual work that will be completed in a timely manner.
3. My biggest take away is the system for locates needs to be fixed and steps seem to be happening in that regard. Too long waiting for locates and more costly . Halton Region who studied this over a 3 year period found activity costs went up 184% and Operations and Maintenance went from 8% to 13 % of the entire water budget while there was no (very little) change in the amount of damage over the same period.
4. A road occupancy permit in York Region costs \$450/day and the permitting process is intended to help improve road safety, project coordination, standardize communication and manage traffic congestion. The speaker put forward that 15% of traffic congestion can be controlled by an effective permitting process.
5. Good street lighting has been shown to significantly reduce night-time accidents.
6. For restoration work in and around the Greater Toronto Area, utilities are being asked to replace concrete sidewalk ramps with tactile plates for assessability, if they have to remove a sidewalk ramp for their work.

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

Conference cost was \$678 plus applicable taxes (\$226 per person) for three (3) team members to attend. This expense was budgeted within roads, water and sewer.

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

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

X Yes                                       No                                       N/A

Which pillars does this report support?

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

Conferences present an opportunity for team members to network and gain exposure to health and safety best practice in Ontario.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Matthew Aston</i>	<i>Michael Givens, CAO</i>
<b>MATTHEW ASTON</b> <b>DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>

2

# Agenda

<b>7 a.m. – 8 a.m.</b>	<b>Registration</b> Lobby
<b>7 a.m. – 8 a.m.</b>	<b>Exhibitor Displays Open</b>
<b>8 a.m. – 8:15 a.m.</b>	<b>Welcome &amp; Opening Remarks</b> Mayor Frank Scarpitti, City of Markham LeParc 2
<b>8:15 a.m. – 8:45 a.m.</b>	<b>Ontario One Call</b> Ben Hamilton, Executive Director LeParc 2
<b>8:45 a.m. – 9 a.m.</b>	<b>ORCGA</b> Ian Munro, President & CEO LeParc 2
<b>9 a.m. – 10 a.m.</b>	<b>Breakout Sessions</b> <b>T2 Utility Coordination Case Study &amp; Workshop</b> Mark Cavanaugh, T2 Utility Engineers LeParc 1 <b>Permits Discussion Workshop</b> Nelson Costa, York Region LeParc 3 <b>Street and Traffic Light LED Conversion Best Practices</b> Michael Pringle, Honeywell LeParc 4
<b>10 a.m. – 10:45 a.m.</b>	<b>Networking Break</b>
<b>10:45 a.m. – 12 p.m.</b>	<b>Seminars</b> <b>CRTC Panel Discussion</b> Janis Ingram, York Region Mike Piaskoski, Rogers Cable Gord McGuire, City of Hamilton Philippe Gauvin, Bell Canada LeParc 1

- 10:45 a.m. – 12 p.m.**      **Seminars (continued)**
- Cross Bore**  
Tanya Stephens, TDS Consulting  
Tyler Boyes, Union Gas  
LeParc 3
- Lighting Standards**  
Bill Smelser, Laurilliam Lighting Technologies Inc.  
LeParc 4
- 12 p.m. – 1 p.m.**      **Lunch & Entertainment**
- Robert Muir, City of Markham  
Nancy Letman, City of Markham  
LeParc 2
- 1 p.m. – 2 p.m.**      **Seminars**
- Locate Discussion**  
Tracey Teed-Martin, Enbridge  
Eric Boere, Region of Halton  
LeParc 1
- Construction, Restoration within the Public Right of Way**  
Prem Hall, City of Markham  
LeParc 3
- LED Street Light Conversion – an Upper Tier Perspective**  
Doug MacKay, York Region  
LeParc 4
- 2 p.m. – 2:30 p.m.**      **Networking Break**
- 2:30 p.m. – 3:30 p.m.**      **Seminars**
- Small Cell Technology**  
Lew Sears, CommSiteWorks Inc.  
Kevin Hickey, CommSiteWorks Inc.  
LeParc 1
- MAA/MC Permit Workshop**  
Linda Carkner, City of Ottawa  
LeParc 3
- TransCanada Presentation**  
Mitch Gregoire, TransCanada  
LeParc 4



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-078 BEING A REPORT ON THE TOWNSHIP'S  
FALL WOOD BRUSH AND GARDEN MATERIAL EVENT DAYS**

**RECOMMENDATION**

**THAT** Report PW 2016-078 being a report on the Township's fall wood brush and garden material event days be received;

OPTION A

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to continue the wood brush and garden material event days in 2017;

OPTION B

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to discontinue the wood brush and garden material event days in 2017;

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report PW 2016-023 being a report on the Township's 2016 brush program.

Report PW 2016-031 being a report on the Township's 2016 brush program.

Report PW 2016-041 being a report on the Township's 2016 brush program.

Report PW 2016-042 being a report of the Township's 2016 brush program.

Report PW 2016-049 being a report on the Township's 2016 brush program.

### BACKGROUND

Township hosted wood brush and garden material event days in the spring and fall in both Arthur and Mount Forest. The event day provided an opportunity for residents to bring their wood brush and garden material to a location with an attendant. This program component was an attempt to provide a service similar to the former works yards drop-off locations. The events were operated by Waste Management.

A copy of the planned 2017 road-side wood brush and garden material is included as Schedule A.

### FINANCIAL CONSIDERATIONS

Wood Brush and Yard Material Event Day by Waste Management

Location	Date	Vehicle*	Cost (taxes incl)	Tonne
Arthur	Apr 23/16	80	\$1,703.16	5.43
Mount Forest	May 7/16	110	\$1,538.29	4.11
Arthur	May 28/16	100	\$1,705.76	5.47
Mount Forest	Jun 11/16	100	\$1,345.10	4.18
Mount Forest	Sep 10/16	52	1,206.52	0.83
Arthur	Sep 24/16	40	\$1,238.36	1.32
Mount Forest	Oct 8/16	25	\$1,222.77	1.08
Arthur	Oct 22/16	30	\$1,288.39	2.09
<b>TOTAL</b>		<b>537</b>	<b>\$11,248.35</b>	<b>24.5</b>

\* - estimated

### STRATEGIC PLAN

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

X Yes                       No                       N/A

Which pillars does this report support?

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

Strategic Partnerships

Wood brush and garden waste is an important service for residents.

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

*Matthew Aston*

*Michael Givens, CAO*

<b>MATTHEW ASTON DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
---	--



Schedule A – 2017 Road-side Wood Brush and Garden Waste Program



# Wood Brush and Garden Material Disposal Program



### Know What's Accepted

#### Wood Brush Accepted

- Tree Branches
- Woody Hedge Trimmings

#### Garden Material Accepted

- Grass Clippings
- Hedge Trimmings
- Leaves
- Garden Wastes
- Weeds
- Small pruning's
- Yard and house-hold plants

**STEP 01**

### Know What's NOT Accepted

#### Wood Brush Not Accepted

- Lumber
- Household Trash
- Tree Stumps

#### Garden Material Not Accepted

- Waste: Animal, food or kitchen
- Plastic containers or bags
- Clay pots or planting containers
- Lumber
- Soil and Sod
- Household Trash
- Stones, rock or gravel

**STEP 02**

Have brush out by 7am day of pickup

Separate wood brush from garden material

Ensure leaves and grass clippings are put out in paper bags

### Know the Collection Guidelines

- Pile no larger than 6ft x 6ft x 4ft
- Do not include branches larger than 3" in diameter
- Brush to be free of loose debris such as leaves, grass clippings and garden waste
- Garden Materials to be placed in brown paper bags or reusable containers and not exceed 50lbs

**STEP 03**

Pile neatly at road-side in seperate piles for pick-up on your applicable days

**STEP 04**



**STEP 05**

CONFIRM YOUR PICKUP DATES



# Wood Brush and Garden Material Disposal Program Pick-up Schedule

Arthur Road-side Wood  
Brush and Garden  
Material pick-up days are  
Wednesdays



Mount Forest Road-side  
Wood Brush and Garden  
Material pick-up days are  
Wednesdays



Arthur and Mount Forest  
Fall Leaf Pick-up

**Week of  
October 23  
Week of  
November 6**



Township of  
Wellington North

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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-079 BEING A REPORT ON THE TOWNSHIP'S  
2016 INFLOW AND INFILTRATION ACTIVITIES**

#### **RECOMMENDATION**

**THAT** Report PW 2016-079 being a report on the Township's 2016 inflow and infiltration activities be received for information;

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

Report PW 2016-012 being a report on the Township's recent and proposed smoke test activities.

Report PW 2016-060 being a report on the Township's 2016 smoke test.

#### **BACKGROUND**

Township of Wellington North continues to experience inflow and infiltration (I/I) penetration into the sanitary sewer infrastructure, which results in the costly, unnecessary, treatment of surface water at our plants.

In 2015 the Township commissioned a smoke test for Arthur's wastewater collection system, which resulted in 31 positive results. In 2016 the Township commissioned a smoke test for Mount Forest's wastewater collection system, which resulted in 64 positive results. With these problem locations identified, Township staff have worked to resolve the issues at identified locations as described in Table A. Many of the outstanding issues

are privately owned roof drains, catch basins where further investigation did not validate the smoke test finding or foundation drains.

Table A

	Identified	Resolved	Outstanding
Arthur (2015)	31	14	17
Mount Forest (2016)	64	39	25

Township staff are now trying to determine next steps as it relates to locating more I/I within each of our systems. Towards that end, Specialty Grouting Services Inc. (SGSI) of Mount Forest was hired to seal a sanitary man-hole on Martin Street in Mount Forest. This man-hole was identified by the water and sewer team as a “leaky” man-hole.

SGSI completed this work on November 4<sup>th</sup> and their report is attached as Schedule A.

Township staff will observe and evaluate the effectiveness of this treatment over the next several months and years. For 2017, Township staff have proposed sealing an additional sanitary man-hole as well as conducting some sanitary sewer main camera work in order to continue removing I/I penetration into our system.

### FINANCIAL CONSIDERATIONS

The cost of this activity, sealing of one man-hole, was \$2,300 plus applicable taxes.

### STRATEGIC PLAN

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

X Yes                       No                       N/A

Which pillars does this report support?

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

Sanitary sewer capacity is a prerequisite to community growth.

**PREPARED BY:**

**RECOMMENDED BY:**

*Matthew Aston*

*Michael Givens, CMAA*

**MATTHEW ASTON  
DIRECTOR OF PUBLIC WORKS**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



# Sanitary Manhole Leak Repairs

Martin Street, Mount Forest, ON

## Project Follow Up Report



Prepared by: Bill Lillico  
Specialty Grouting Services Inc.  
(226) 820-4233

Project Date: Nov. 4, 2016



**1200mm Dia. Pre-Cast Concrete Sanitary Manhole**

**Manhole Leak Locations  
Inspection – July 7, 2016**



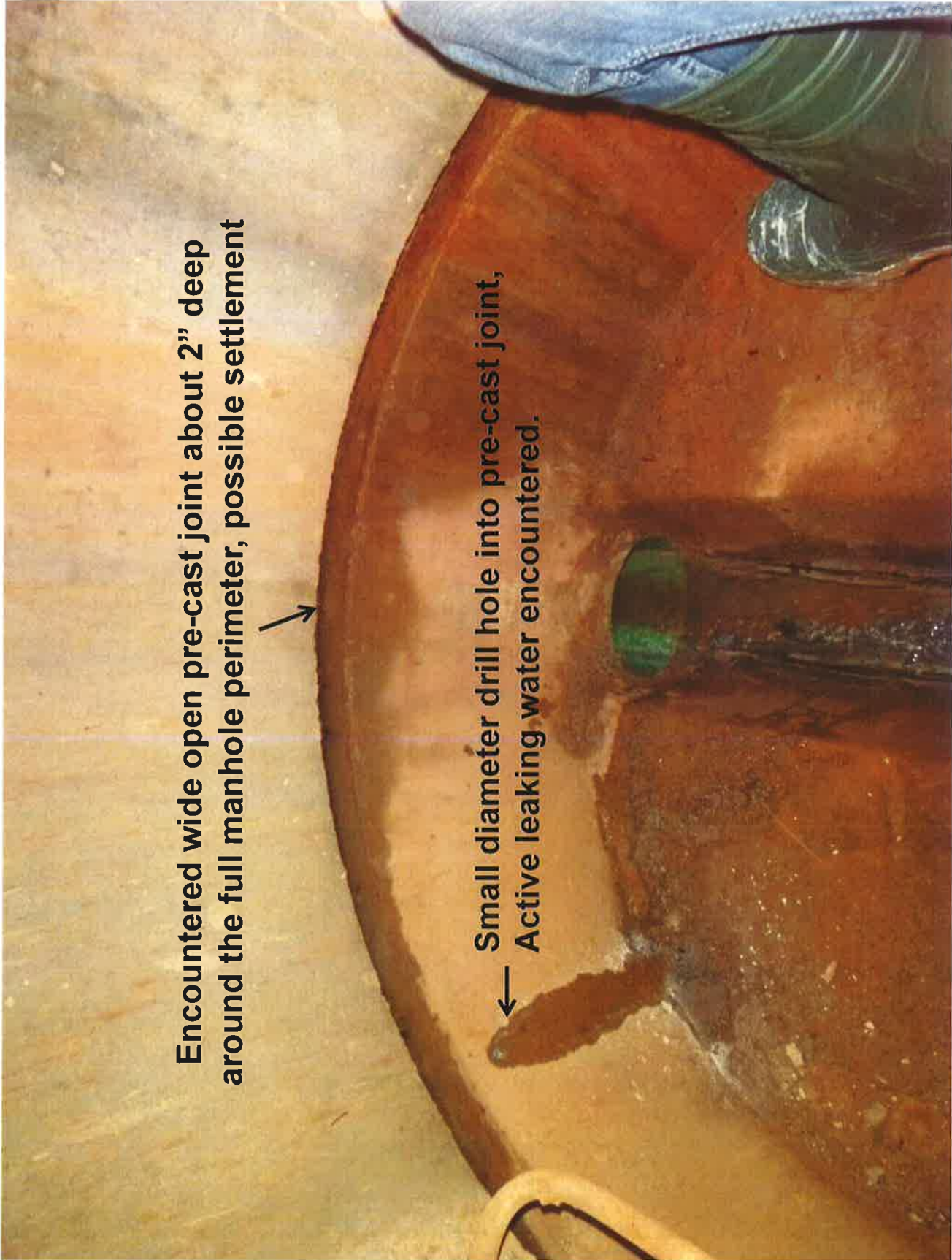




Entry Inspection - Grouting Day

Primary Leak Location





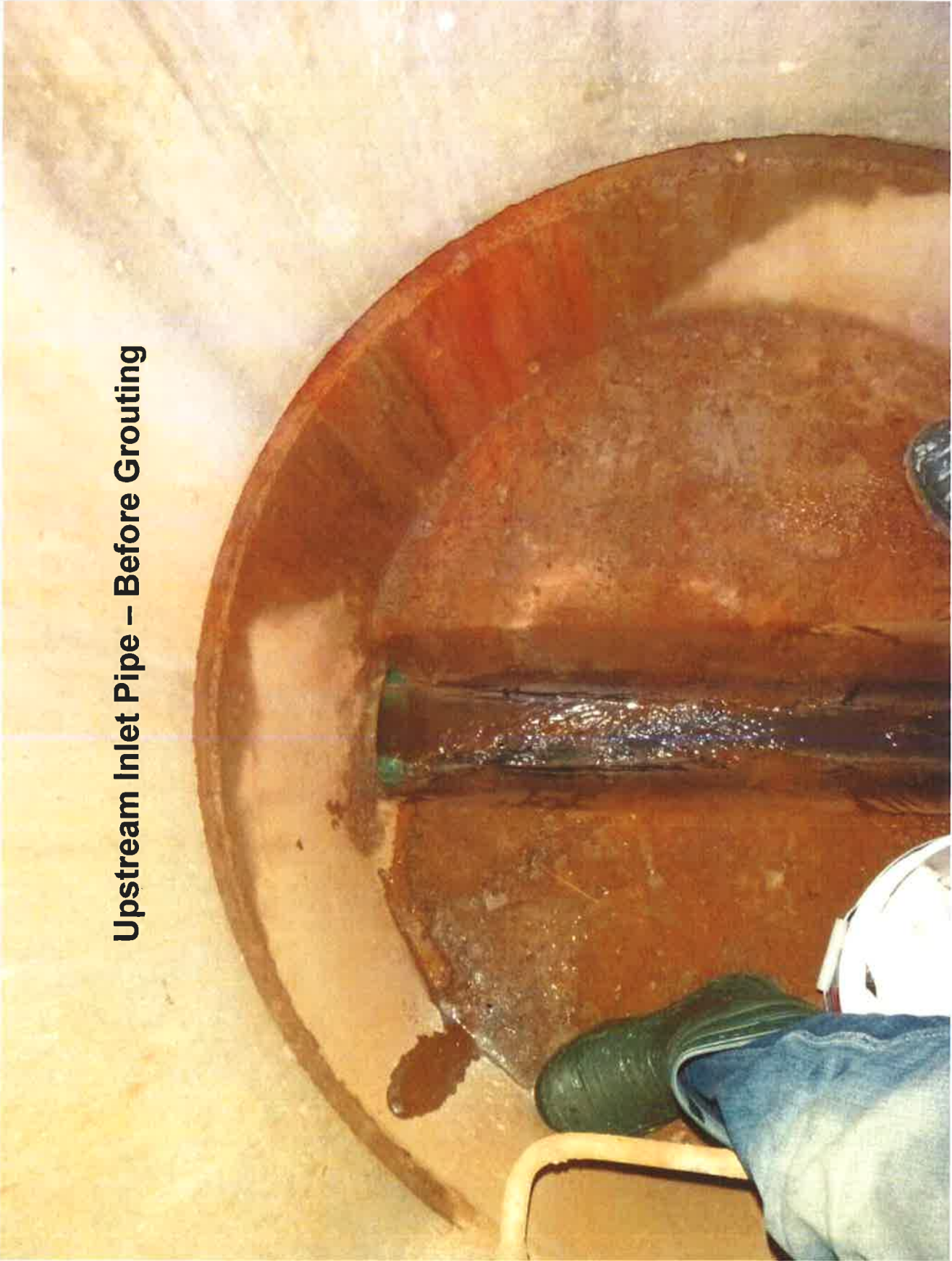
**Encountered wide open pre-cast joint about 2" deep around the full manhole perimeter, possible settlement**



**Small diameter drill hole into pre-cast joint, Active leaking water encountered.**

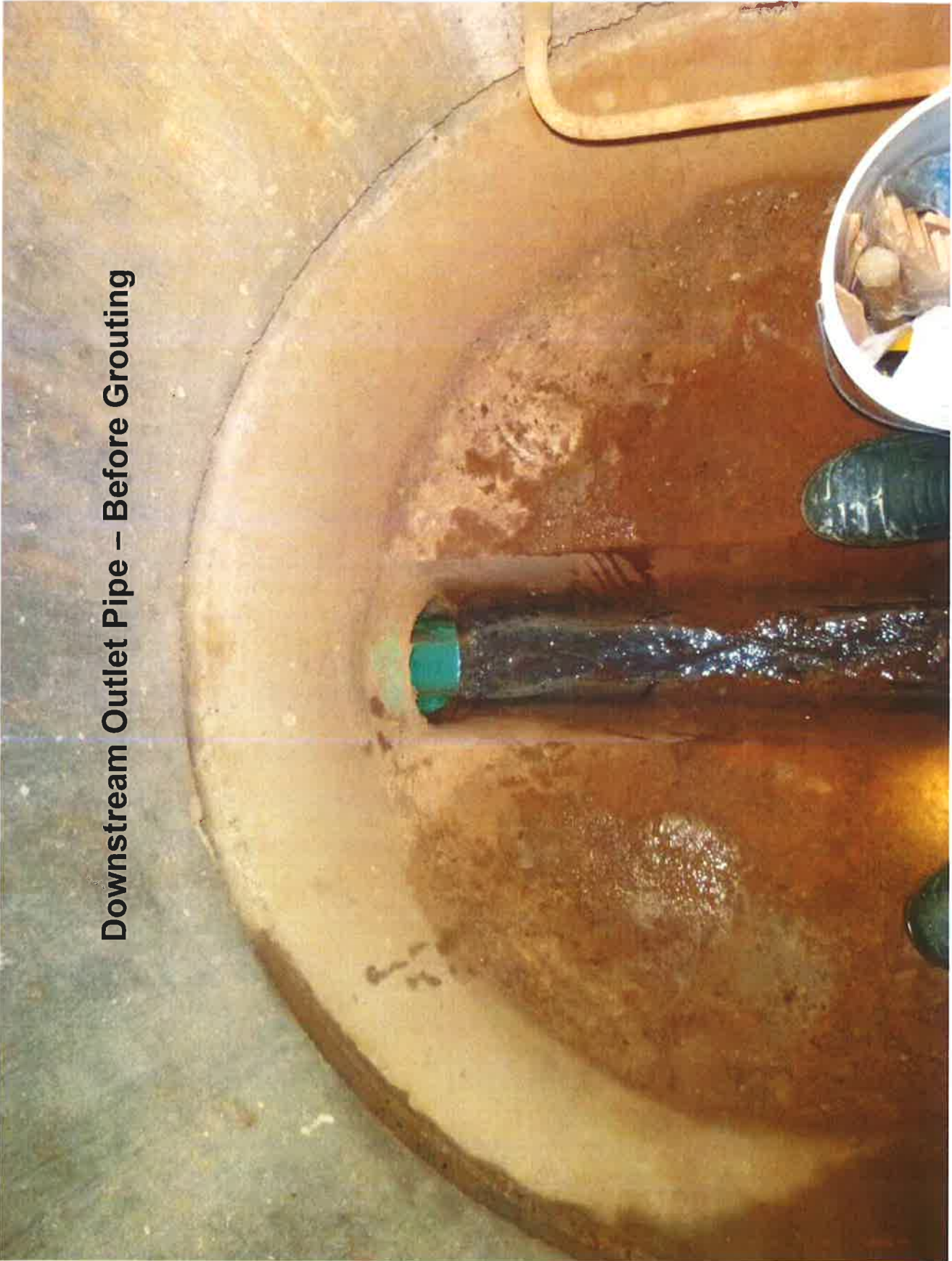


**Upstream Inlet Pipe – Before Grouting**





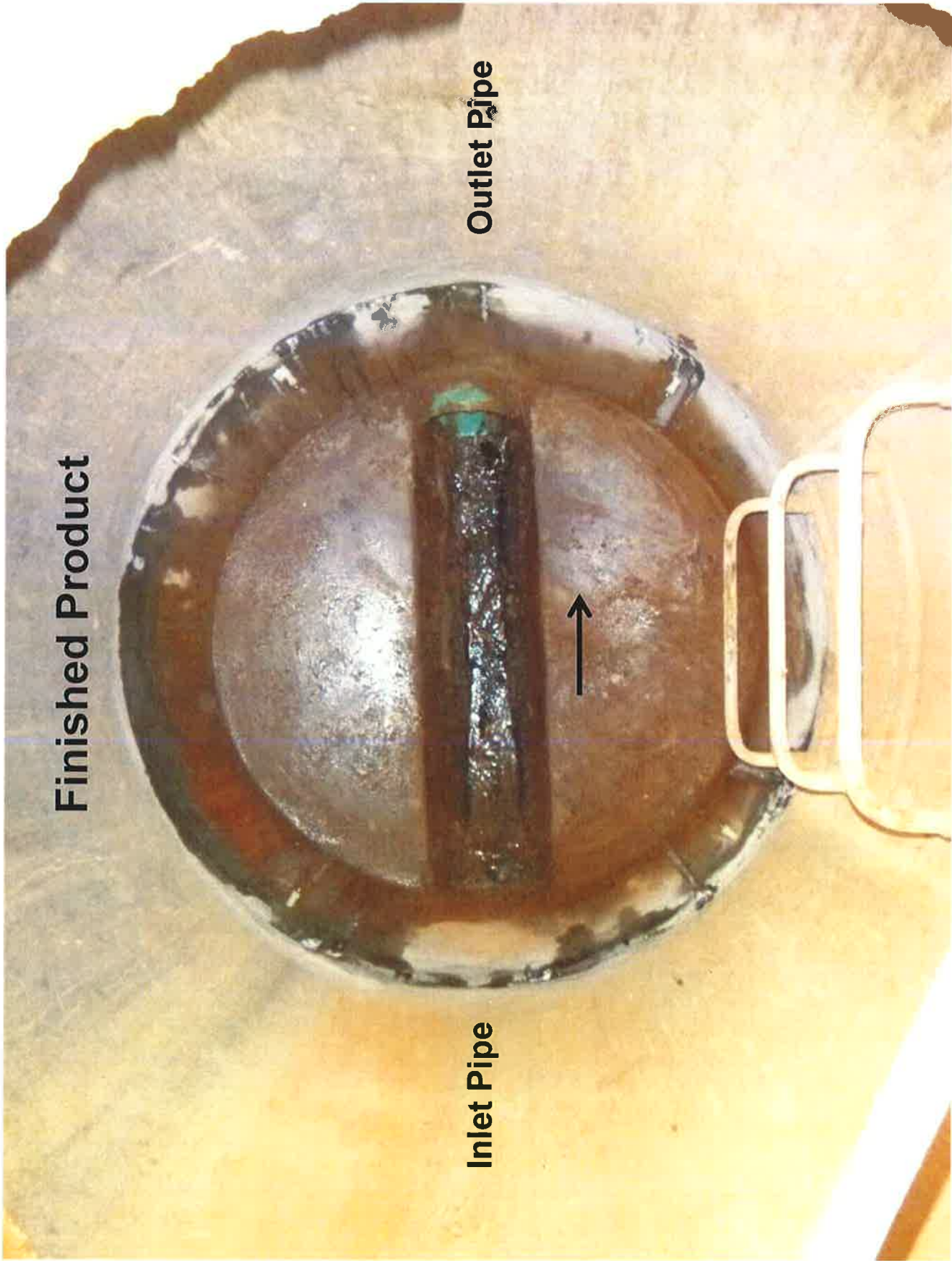
**Downstream Outlet Pipe – Before Grouting**



Drilling and Injection Operations







Finished Product

Inlet Pipe

Outlet Pipe



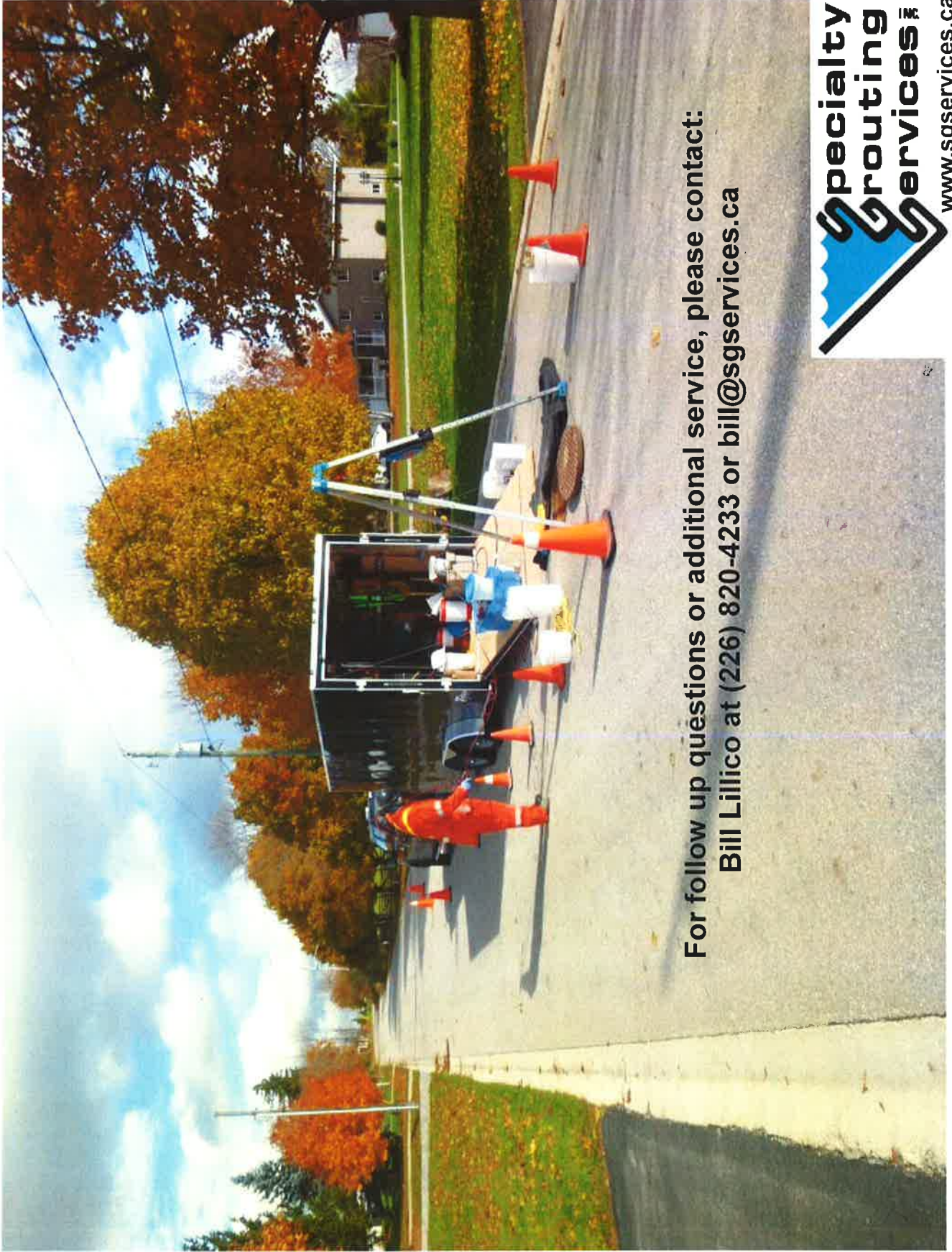
### **Project Summary Notes:**

- Inflow Volumes encountered were not severe during the repair works on Nov 4, 2016.
- Inflow conditions were measured less than 1.0 litre per minute once holes were drilled into the pre-cast joint for the injection procedure.
- The pre-cast joint between the monobase and it's riser pipe was observed to have a gap of approximately 2" around its entire circumference.
- The precast joint was drilled with (4) small diameter drill holes and fully parged with hydraulic cement. This provided the confinement required for the injection of the water activated polyurethane resin.
- Resin injection was repeated until refusal was criteria was achieved. The four small injection packers were left in place to allow the resin to cure. These may be removed and the holes may be parged if necessary in the future.

### **Recommendations:**

- After the next severe rain event, remove the manhole lid and confirm the effectiveness of the new polyurethane seal injected into the pre-cast joint. There should not be evidence of active leaks from the joint.
- Following the manhole injection repair, annual inspections could be carried out to monitor if further settlement occurs in the future.
- Cured flexible polyurethane resin acts as a dense rubber gasket installed inside the pre-cast joint to permanently repel ground water.





For follow up questions or additional service, please contact:  
Bill Lillico at (226) 820-4233 or [bill@sgservices.ca](mailto:bill@sgservices.ca)





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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: MATTHEW ASTON, DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REPORT PW 2016-080 BEING A REPORT ON THE SANITARY  
SEWER CHARGES FOR 187 MAIN ST S IN MOUNT FOREST**

**RECOMMENDATION**

**THAT** Report PW 2016-080 being a report on the sanitary sewer charge for 187 Main St S in Mount Forest be received;

OPTION A

**AND FURTHER THAT** the Council of the Township of Wellington North reduce the sanitary sewer charge for 187 Main St S in Mount Forest for the month of October;

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to respond to the business owner at 187 Main St S in Mount Forest.

OPTION B

**AND FURTHER THAT** the Council of the Township of Wellington North leave the sanitary sewer charge for 187 Main St S in Mount Forest for the month of October as it was billed;

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to respond to the business owner at 187 Main St S in Mount Forest.



<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--

NA

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

Township water and sanitary sewer rates are charged based on consumption. Water distributed to the business owner is metered and sanitary charges are calculated based on this value. Township staff have field visited the meter and verified that it is working correctly.

A local business owner has submitted a letter requesting relief of their October sanitary sewer charge for the reasons indicated in their letter attached as Schedule A.

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

	Water	Sanitary Sewer
187 Main St S (October – 527 cubic metres)	\$1,059.00	\$1,301.94

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

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

X Yes

 No N/A

Which pillars does this report support?

 Community Growth Plan Community Service Review Human Resource Plan

X Corporate Communication Plan

 Brand and Identity Positive Healthy Work Environment Strategic Partnerships

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

*Matthew Aston**Michael Givens, CAO*

<b>MATTHEW ASTON DIRECTOR OF PUBLIC WORKS</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
---	--

NOV 25 / 2016  
109

Mount Royal Tavern  
187 Main Str. S. Box 69.  
Mount Forest. NOG 2L0.

To Wellington North  
City Council.

Acc: 00100689-01.

I the owner of Mount Royal,  
would like to discuss my bill  
for Hydro - water dated 12/05/2016.  
We use some water, because we did some  
work on the building and I understand  
that I have to pay for the water,  
but we use the water to mix concrete,  
I believe the amount of Money  
shows on the bill for sewage it doesn't  
reflect the amount of water it went  
down in the sewage.

Please check in to it and decide  
accordingly.

Thank you,  
owner; Paul Christodoulou,  
cell: 519-803-3270.

RECEIVED

NOV 25 2016

TWP. OF WELLINGTON NORTH



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2016-079 BEING A REPORT ON CLOSED  
MEETING INVESTIGATOR**

**RECOMMENDATION**

**THAT** Report CLK 2016-079 being a report on the Closed Meeting Investigator be received;

**AND FURTHER THAT** Mr. John Maddox, JGM Consulting be appointed as the Township of Wellington North's Closed Meeting Investigator for a two-year term commencing January 1, 2017;

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign the by-law to appoint John Maddox, JGM Consulting as the Closed Meeting Investigator.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

CLK 2015-002 being a report on the Closed Meeting Investigator

CLK 2015-004 Closed Meeting Investigation and Reporting Policy

By-Law 12-15 being a By-Law to approve the appointment of John Maddox JGM Consulting as Meeting Investigator

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

The Municipal Act (the Act) allows for any person to request an investigation of whether a municipality or a local board has complied with the closed meeting provisions in the Act. In order to facilitate an investigation, a municipality must appoint an investigator.

On January 12, 2015 Council received Report CLK 2015-001 with respect to the Closed Meeting Investigator and entered into a two year agreement with the County of Wellington and other lower tier municipalities in the County to appoint Mr. John Maddox, JGM Consulting as the meeting investigator.

It is recommended that Mr. Maddox be re-appointed for another two-year term commencing January 1, 2017 under the same arrangements agreed to in 2014 which are attached as the schedule to By-law 091-16 on this agenda.

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

The Closed Meeting Investigator position functions as an independent contractor. An annual retainer of \$1000.00 together with each member municipality's \$300.00 retainer is paid for by the County of Wellington in each year of the agreement.

Mr. Maddox's hourly fee is \$100.00 with reasonable, receipted expenses being reimbursed, including the respective municipal mileage rate, paid by the municipality in which an investigation is being conducted.

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

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

X Yes                                       No                                       N/A

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

X Strategic Partnerships

Partnering with other Wellington County municipalities in this initiative strengthens our partnerships with our member municipality.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Karren Wallace</i>	<i>Michael Givens</i>
<b>KARREN WALLACE</b>	<b>MICHAEL GIVENS</b>



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2016-081 BEING A REPORT ON CONSENT  
APPLICATION B11-16 (TD SMITH) KNOWN AS PART LOTS 68, 69  
& 70, CONCESSION 3, FORMERLY MOUNT FOREST, NOW THE  
TOWNSHIP OF WELLINGTON NORTH**

**RECOMMENDATION**

**THAT** CLK Report 2016-081 being a report on Consent Application B111-16 as part lots 68, 69 and 70, Concession 3, formerly Town of Mount Forest, now the Township of Wellington North be received;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application B111/16 as presented with the following conditions:

- **THAT** the owner demonstrate that the new lot can meet the M1 side yard setback by providing scaled dimensions from existing buildings or by obtaining zoning relief to the satisfaction of the Township.
- **THAT** the owner demonstrate that the single family dwelling that is under construction on the proposed retained lot can meet the R1A side and rear yard setbacks by providing scaled dimensions from the foundation of the single family dwelling to the proposed property lines or by obtaining zoning relief to the satisfaction of the Township.
- **THAT** Payment be made of the fee of \$125.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;

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

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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Report 2016-053 being a report on Consent Application B58-16 as part lots 68, 69 and 70, Concession 3

<b>BACKGROUND</b>
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The subject property is known as part lots 68, 69 and 70, Concession 3, formerly Town of Mount Forest, now the Township of Wellington North.

Consent B111/16 is for a lot line adjustment of 27.5 hectares with 560.7m frontage on Sligo Rd E and 764.4m frontage on Southgate SR 41 (Parcel B on sketch), with existing commercial use with 4 commercial buildings to be added to abutting lot owned by TD Smith (2000) Ltd. The retained parcel is frontage x 75m = 0.58 hectares (Parcel A on sketch), vacant land for proposed residential use. Sketch is attached as Schedule "B".

This application is essentially the same as application B058-16 for which municipal comments were provided to the County and the County approved the application and received no objections. It appears the change on this application from the earlier application is to allow for an additional retained property depth of 10 metres from 75 metres to 85 metres.

As such, Municipal comments were only requested from the Chief Building Official and the Director of Public Works.

Wellington County planning comments are attached hereto as Schedule "A" and they are generally supportive of the lot line adjustment.

If the application is approved it is recommended the following clauses be a condition of the severance:

*The owner demonstrate that the new lot can meet the M1 side yard setback by providing scaled dimensions from existing buildings or by obtaining zoning relief to the satisfaction of the Township.*

*The owner demonstrate that the single family dwelling that is under construction on the proposed retained lot can meet the R1A side and rear yard setbacks by providing scaled dimensions from the foundation of the single family dwelling to the proposed property lines or by obtaining zoning relief to the satisfaction of the Township.*

*Payment of the fee of \$125.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance.*

*The Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes.*

<b>FINANCIAL CONSIDERATIONS</b>
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There are no financial impacts as a result of this report.

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

Yes                       No                       N/A

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
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*Karren Wallace, Clerk*

*Michael Givens, CAO*

<b>KARREN WALLACE CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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**Planning and Development Department | County of Wellington**  
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9  
 T 519.837.2600 | F 519.823.1694

**Application** B111/16 PRELIMINARY COMMENTS  
**Location** Part Lots 68-70, Con 3  
 TOWNSHIP OF WELLINGTON NORTH (Mt. Forest)  
**Applicant/Owner** TD Smith Farms Ltd.

**PLANNING OPINION:** The purpose of this lot line adjustment application is to relocate an existing residential lot in Mount Forest to a more appropriate location relative to the industrial use of the adjacent property. The proposal would add a 27.4 ha (68 ac) parcel with an existing trucking facility and to an abutting vacant residential lot. A vacant 0.66 ha (1.6 ac) parcel would be retained for residential use.

This application is consistent with Provincial policy and conforms to the Official Plan, provided the following matters are addressed as conditions of approval:

- a) That file B58/16 is closed;
- b) That servicing and safe access to the retained lot can be provided to the satisfaction of the local municipality;
- c) That the purchaser take title to the severed lands in the same manner as they hold their abutting land; and,
- d) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent.

**PLACES TO GROW:** No concerns.

**PROVINCIAL POLICY STATEMENT (PPS):** No concerns.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject lands are designated FUTURE DEVELOPMENT and CORE GREENLANDS in the Mount Forest Urban Centre.

A lot line adjustment in the Urban System may be permitted where there is no adverse effect provided that basic lot patterns in an area are not unreasonably altered.

The matters under Section 10.1.3 were also considered.

**WELL HEAD PROTECTION AREA:** The subject lands are located within a WHPA D with a Vulnerability Score of 4.

**LOCAL ZONING BY-LAW:** The subject lands are zoned Future Development (FD) and Natural Environment (NE). One Single detached residential dwelling is permitted in the FD Zone, which would be subject to requirements of the Unserviced Residential Zone (R1A). Both lots would meet the minimum lot area and frontage requirements of the R1A Zone.

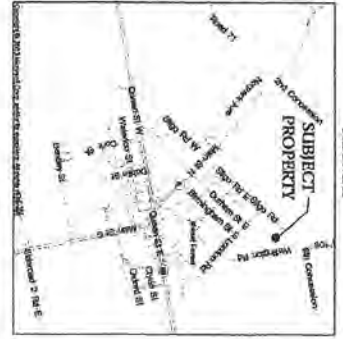
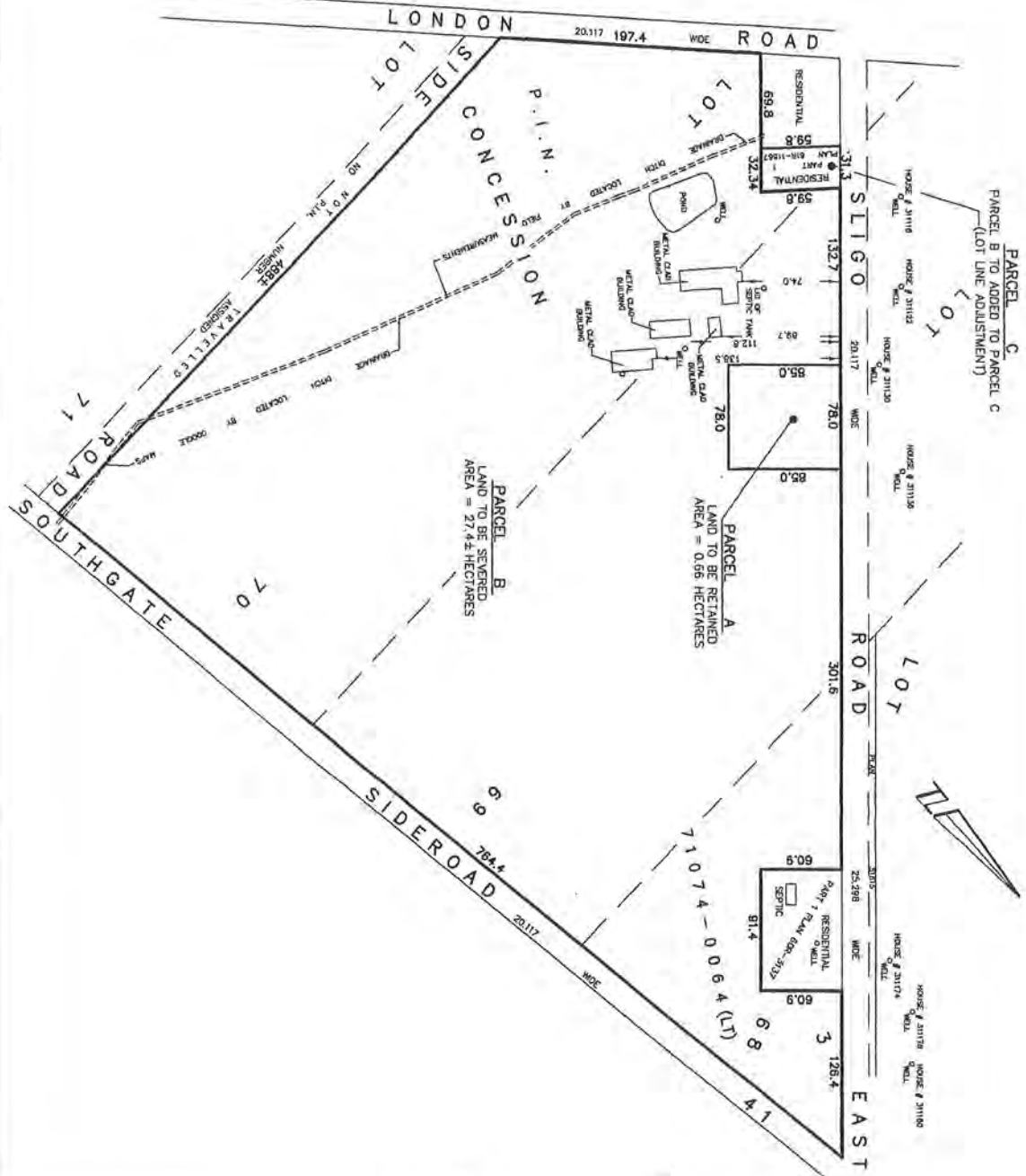
**SITE VISIT INFORMATION:** The property was not visited at the time of writing these preliminary comments.

**BACKGROUND:** This application was previously considered under file B58/16, which was granted Provisional Consent by the Committee on October 13, 2016. A new application has been filed to increase the depth of the lot by 10 m (33 ft) and the area of the lot by 780 m<sup>2</sup> (8,396 sq.ft.). The applicant's agent (Bruce Fulcher) indicates that the additional depth is needed to reduce the slope of the driveway from the road to the garage.

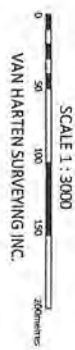
Sarah Wilhelm, MCIP, RPP, Senior Planner  
 November 29, 2016



SCHEDULE B



PART OF LOT 68, 69 AND 70 CONCESSION 3  
 SEVERANCE SKETCH  
 (GEOGRAPHIC TOWNSHIP OF EGREMONT)  
 TOWNSHIP OF MOUNT FOREST  
 COUNTY OF WELLINGTON



- NOTES:**
1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
  2. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
  3. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.
  4. MTS - NOT TO SCALE

THIS SKETCH WAS REVISED ON THE 27th DAY OF OCTOBER, 2016  
 THIS SKETCH WAS REVISED ON THE 25th DAY OF OCTOBER, 2016  
 THIS SKETCH WAS PREPARED ON THE 13th DAY OF JULY 2016



**Van Harten**  
 SURVEYING INC.  
 LAND SURVEYORS and ENGINEERS

Guelph Ph: 519-821-2763 www.vanharten.com	Elmira Ph: 519-669-5070 info@vanharten.com
Orangeville Ph: 519-940-4110	PROJECT NO. 2300-15

OCT 27 2016 09:50am  
 C:\Users\Dave\French\proj\Documents\16\16VAREGEMOUNT\CONCESSION3\ACAD\17\07558\_71 (17 94M H) 2300-15 UTM 2010.dwg



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1.866.848.3620 FAX 519.848.3228

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[www.simplyexplore.ca](http://www.simplyexplore.ca)

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2016-083 BEING A REPORT AUTOMATED PHONE  
SERVICE IN WELLINGTON NORTH**

#### **RECOMMENDATION**

**THAT** Report CLK 2016-083 being a report on the automated phone service in Wellington North be received;

**AND FURTHER** that Council endorse commencing the use of the automated phone service effective January, 2017.

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

N/A

#### **BACKGROUND**

In the past year the municipality has seen an increase in the volume of telephone calls and counter inquiries in the Kenilworth municipal office.

Factors contributing to this may include inquiries about capital projects and the implications on ratepayers (road closures), brush and yard waste, increased building permits, increased users for recreational services, issue oriented inquiries, such as gravel pits, dogs, fire permits and by-laws.

Currently there is one full time employee dedicated to the front counter, who handles the majority of phone calls and counter inquiries.

Counter inquiries include tax questions and payments, burn permits, dog tags, general information, tourism initiatives, new to town welcome packages, blue box distribution, 911 sign requests, lost/found dogs, parking issues, applications for severances and entrance permits.

Telephone inquiries include questions about taxes, building permits, general information and inquiries, marriage license information, information on municipal issues, County waste management (dates and locations), document commissioning, costs of municipal fees and charges, etc.

This individual also has responsibilities away from the counter that include filing, mail pick up and delivery, copying, inventory control for office supplies, municipal and Canadian flags, trouble shooting the copier, issuing burn permits, arranging Purolator pick ups, office liaison with the contract cleaner, coordinator for dress down Friday's, working on large copying projects as required and other assorted duties.

While this individual is fulfilling their responsibilities away from the front desk, telephone back up is provided by admin department staff, including the Clerk, Treasury department and the EA to the CAO, when not preparing for meetings.

An audit of telephone calls to the Kenilworth office, conducted the week of November 14 to 18, 2016 showed that of the 131 calls received, 101 (77%) of those callers knew the name and/or department to whom they wished to speak. Approximately 5% of callers ask if there is a direct line for the individual/department with whom they wish to speak. Only 30 (23%) calls were from individuals who needed more assistance/direction or information.

It is recommended that all telephone calls be answered by the automated service, in order to maximize the front counter staff's time, and increase efficiency and service enhancement to individuals who actually attend in person at the counter.

The callers who know with whom they want to speak can expedite the call by utilizing the automatic service. Over a few weeks frequent callers (the 77%) when calling reception will be gently guided to the correct extension.

By diverting more than 77% of the calls from the front counter staff, staff has more time to spend in person with front counter walk-ins, on telephone calls with those requiring additional assistance and in the performance of their other duties.

### **FINANCIAL CONSIDERATIONS**

The cost to program the system is approximately \$200.00 for a technician's time.

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

Yes                       No                       N/A

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

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE</b>	<b>MICHAEL GIVENS</b>
-----------------------	-----------------------



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**TO: MAYOR AND COUNCIL  
MEETING OF DECEMBER 5, 2016**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2016-084 BEING A REPORT ON WELLINGTON  
NORTH MUNICIPAL STAFF DONATION TO LOCAL FOOD BANKS**

#### **RECOMMENDATION**

**THAT** CLK Report 2016-084 being a report on Wellington North municipal staff donation to local food banks be received for information.

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

CLK 2015-065

#### **BACKGROUND**

Each year the team at the municipal office in Kenilworth participates in dress down Fridays by making a voluntary donation of \$1.00 each. Staff wear casual clothes, generally blue jeans and one of the Wellington North shirts with the municipal logo.

This year the team made a donation of \$440.30 split between the Arthur and Mount Forest food banks.

Carol Hartt manages the program on behalf of all staff, ensuring the donations to the food banks are made in early December each year so the proceeds can be used during the Christmas season.

#### **FINANCIAL CONSIDERATIONS**

There is no financial impact to the municipality.

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

X Yes                       No                       N/A

Which pillars does this report support?

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

Dress down Fridays are a team building exercise for all staff, leading to a positive, healthy work environment. Additionally by donating to local food banks the Wellington North team is developing strategic partnerships in the community.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
<b>KARREN WALLACE, CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>

**From:** C.T.Seddon [<mailto:chris.saugeen@hsfx.ca>]

**Sent:** November-17-16 12:42 PM

**To:** Matt Aston

**Subject:** Children Playing sign...

To whom it may concern,

Our family lives at 130 Murphy Street in Mount Forest and we were pleased to see how well the management for the roads were handled when the bridge was under new construction this time around. There was a children playing sign erected while the construction was on, which we do believe slowed traffic down considerably more than in the past when construction was being done without a sign in place. The clear sign implemented was at the top of the hill in front of our property to warn drivers of a hidden park located next to the road in a blind spot at the bottom of the hill from a valley that passes through the road. Our disappointment and concern is that the sign that was placed there for construction has now been removed leaving regular drivers with no reminder, and any new drivers to that road with no knowledge of a park and the chance to use wisdom to be extra cautious in such a potentially dangerous and fatal blind spot on the road. We had hoped with this previous sign that was just removed that someone had finally acknowledged the hidden threat and had the initiative to get this situation resolved. Seeing that the road is once again lacking critical signs in crucial places we earnestly request you review this as the street has become once again a hazardous situation. Please take this situation to thought and into action seriously by putting back into place appropriate warning signs for drivers to see in advance the hidden possibility that children could be at play near to the road.

Many thanks for your time. We hope to hear from you soon with an effective, positive and safe plan in order to resolve this issue,

On behalf of our family and all other families with the same concerns on this road,

Chris Seddon

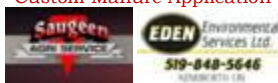
P.S. While discussing these issues please also seriously consider a large round convex mirror to be permanently in place at this following location:

- After turning onto Murphy street from Highway 6 now heading east past the park, the location would be the first 90 degree bend in the road (that turns the driving direction to the North).
- Reason for this is that whilst it is not encouraged that large equipment such as tractors and trucks drive down this road they still understandably need to sometimes and this has created a number of times some very close calls when vehicles are passing each other in opposite directions. For this too is a huge blind spot not being able to see round the corner. Should people use common sense and drive defensively there should never be errors seen, however it is unfortunately inevitable that frequently drivers do not slow down on that bend and think about what might be coming around the corner at the same time. There is also a high volume of pedestrians walking along the side of the road too and just myself alone have seen people many times have to quickly launch themselves into the bushes to remove themselves out of harms way from careless drivers. Having a mirror on that corner which can be visible from both directions down the road can provide drivers extra vision of what is coming around the bend. This ultimately enables them to rethink their speed and position in their lane before they turn, gaining control of the situation in a safe and good time preventing a dangerous accident that could occur when it is too late to see and react safely.

**Biosolids Manager & NASM Plan Developer:**

**C. T. Seddon** - [chris.saugeen@hsfx.ca](mailto:chris.saugeen@hsfx.ca)

**Saugeen Agri Service Ltd. & Eden Environmental Services Ltd.**  
Custom Manure Application



8330 Line 8, R.R.#4, Kenilworth, ON, N0G 2E0

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*"Whatever you do, do your work Heartily, as for the LORD..." - Colosians 3v23*



## COUNTY OF WELLINGTON

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October 31, 2016

To the Accessibility Advisory Committee Working Group;

It has come to the attention of the County of Wellington's Joint Accessibility Advisory Committee that many buildings; specifically in the downtown core of our member municipalities have not highlighted the stairs / steps or maintained previously highlighted stairs / steps.

As a best practice we recommend that stairs / steps which connect to exterior paths of travel be equipped with contrasted nosing's or highlighted with a contrasting paint colour. This recommendation would assist our committee in creating and maintaining an accessible community.

There is specific information regarding Exterior Paths of Travel – Stairs and nosing's in the Wellington Accessibility Partnership, Facility Accessibility Design Manual and / or Ontario Regulation 191/11 Integrated Accessibility Standards, Design of Public Spaces Standard.

Regarding the suggestions listed above to improve accessibility in the community; The Accessibility Advisory Committee would appreciate if the Working Group would share this letter of recommendation with the appropriate parties in their municipalities, local Chamber of Commerce and private sector business owners, as well as any other parties who would value this information.

The County of Wellington is an innovative, caring community, and is committed to being responsive to the needs of its citizens. We want the County to be a great place to call home for everyone who lives here. To do this, we recognize the diverse needs of our residents and respond by striving to provide services and facilities that are accessible to all.

If you have any questions or concerns, please contact Cassandra Dal Bello County of Wellington HR Generalist – Health & Safety at 519.837.2600 x 2661.

Sincerely,

The Wellington County Joint Accessibility Advisory Committee



# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 080-16

### BEING A PROCEDURE BY-LAW FOR GOVERNING THE CALLING, PLACE AND PROCEEDINGS OF MEETINGS OF COUNCIL AND ITS COMMITTEES.

**WHEREAS** the Council of the Township of Wellington North wishes to enact a by-law for governing the calling, place and proceedings of meetings; and that the procedure by-law shall provide for public notice of meetings,

**NOW THEREFORE** the Council of the Township of Wellington North hereby enacts the following:

#### 1. **DEFINITIONS**

In this By-law, the following terms shall have the following meanings:

- 1.1 "Act" means the *Municipal Act, 2001*.
- 1.2 "Acting Mayor" means a member of council appointed to fulfill the duties of the Mayor in his or her absence.
- 1.3 "Awards/Recognition" means a formal recognition by council of an individual or group for a significant event or achievement.
- 1.4 "Chair" means the Mayor or the Acting Mayor or in the absence of both, a member of the council appointed to Chair the meeting.
- 1.5 "Clerk" means the Clerk, of the municipality.
- 1.6 "Closed session" means all or part of a meeting closed to the public in accordance with the provisions of the *Municipal Act, 2001*.
- 1.7 "Committee" means any standing, advisory, ad hoc or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards.
- 1.8 "Council" means the Council of the Township of Wellington North.

- 1.9 “Declared Emergency” means when the Mayor or Acting Mayor declares a situation or an impending situation caused by the forces of nature, an accident, and an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure and economic stability.
- 1.10 “Deputation” means a person or group permitted to address council or committee.
- 1.11 “Inaugural Meeting” means the first meeting of council held after a municipal election in a regular election year.
- 1.12 “Majority Vote” means the vote of more than half of the members present at a properly constituted meeting at which a quorum is present.
- 1.13 “Mayor” means the Head of Council.
- 1.14 “Meeting” means any regular, special or other meeting of a council, or a local board or a committee of either of them.
- 1.15 “Member” means an individual elected to the Council of the Corporation of the Township of Wellington North.
- 1.16 “Municipal Election” means a municipal election held pursuant to the Municipal Elections Act.
- 1.17 “Presentation to Council” means an individual or group who have been invited by council or staff to present material or information.
- 1.18 “Point of Order” means an issue to which a member calls attention to:
- (a) Any breach of the rules of order pursuant to this by-law; or
  - (b) Any defect in the constitution of any meeting; or
  - (c) The use of improper, offensive or abusive language; or
  - (d) Notice of the fact that the matter under discussion is not within the scope of the proposed motion; or
  - (e) Any other informality or irregularity in the proceeding of the meeting.
- 1.19 “Quorum” means a majority of the whole number of members of council, or committee, or if legislation such as the Municipal Conflict of Interest Act provides otherwise.

1.20 "Recorded Vote" means noting in the minutes the name and vote of every member on any motion, unless the member is disqualified from voting.

1.21 "Resolution" means the decision of the council or committee of council on any motion.

1.22 "Special Meeting" means a meeting not scheduled in accordance with the approved schedule of meetings, and duly called within the authority of the Act, or other legislation.

## 2. **RULES OF ORDER**

2.1 The rules and regulations contained in this by-law shall be observed in all proceedings of council and committees and shall be the rules and regulations for the order and the dispatch of business of the council and, with the necessary modifications, for all committees unless otherwise prescribed.

## 3. **AMENDMENT OR REPEAL OF BY-LAW**

3.1 No amendment or repeal of this by-law, or any part of it, shall be considered at any meeting of council unless notice of the proposed amendment or repeal has been given at a previous meeting. Waiving of the notice provisions in this section shall not be permitted.

## 4. **INAUGURAL MEETING OF COUNCIL**

4.1 The Inaugural meeting of council shall be held on the first Monday in December in the Council Chambers of the Township of Wellington North office building, Kenilworth, Ontario following a regular municipal election.

4.2 The inaugural agenda shall include:

- Declaration of Office in accordance with the provisions of the Act.
- Address by the Mayor
- Confirmatory By-law

4.3 The inaugural agenda may include any other item that the Clerk deems necessary.

## 5. **DUTIES OF THE CHAIR**

### 5.1 The Chair shall:

- a) Open the meeting by calling all members to order;
- b) Announce the business of council in the order in which it appears on the agenda;
- c) Receive all motions presented by members of council;
- d) Call for debate and call the vote on all motions which are moved and seconded, and to announce the result of the vote;
- e) Decline to put to vote motions which violate the rules of procedure in this by-law;
- f) Ensure the members are acting within the provisions of this by-law and the Act, when engaged in debate and voting;
- g) Sign all by-laws, resolutions and minutes of Council as required;
- h) Inform members and the public, when necessary of a point of order or procedure;
- i) Expel any person for improper conduct at a meeting;
- j) Recess a meeting at any time for not more than 10 minutes;
- k) Adjourn the meeting when business is concluded;
- l) Adjourn the meeting, without question, in the case of grave disorder arising during the meeting.

5.2 If the Mayor wishes to vacate the Chair to take part in the debate the Mayor shall call upon the Acting Mayor or other Councillor to Chair the meeting until the Mayor resumes the Chair.

### **Acting Head of Council**

5.3 In the absence of the Mayor, Councillors are appointed as Acting Head of Council as follows:

1st quarter of year (January to March)	- Councillor, Ward One
2nd quarter of year (April to June)	- Councillor, Ward Two
3rd quarter of year (July to September)	- Councillor, Ward Three
4th quarter of year (October to December)	- Councillor, Ward Four

5.4 In the absence of both the Mayor and Acting Mayor, a Chair shall be chosen from the members present to Chair the meeting or until the arrival of the Mayor or Acting Mayor.

### **Ex Officio**

5.5 The Mayor shall be an ex-officio member of all committees shall have full voting rights.

### **Points of Order and Privilege**

- 5.6 The Mayor shall preserve the order and decorum and decide points of order and personal privilege, however a member may verbally appeal the Mayor's decision to council for a final decision.
- 5.7 Council, if appealed to, shall decide the issue by a show of hands without debate and its decision shall be final.

## **6. MEETING PROCEDURES**

### **Quorum**

- 6.1 Unless there is a Quorum present within fifteen (15) minutes after the time appointed for a meeting, the council or committee shall adjourn until the next meeting date.
- 6.2 The Clerk shall record the names of the members present at the time of adjournment.

### **Open and closed meetings**

- 6.3 Council may convene, in open session, and adopt a motion to move into closed session ½ hour prior to a regularly scheduled open Council meeting.
- 6.4 All meetings or part of a meeting shall be open to the public unless the subject matter being considered is:
- a) the security of the property of the municipality or local board;
  - b) personal matters about an identifiable individual, including municipal or local board employees;
  - c) a proposed or pending acquisition or disposition of land by the municipality or local board;
  - d) labour relations or employee negotiations;
  - e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
  - g) a matter in respect of which council, board, committee or other body is authorized or required to exclude the public from a meeting under another Act;
  - h) or for the purpose of educating or training the members of council, board, or committee; and further at the education or training meeting, no member discusses or otherwise deals with

any matter in a way that materially advances the business or decision-making of the council, board, or committee.

- 6.5 A meeting shall be closed to the public if the matter being considered is:
- a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
  - b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman or investigator referred to in the Act.
- 6.6 Voting is not permitted in a closed meeting, unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality.
- 6.7 A resolution shall be passed in open session stating the general nature of the matter to be considered at the closed session.
- 6.8 A resolution shall be passed to adjourn the closed session.
- 6.9 In the event discussion in closed session concludes prior to the open session, Council shall rise from closed and adopt a motion to recess and reconvene at the beginning of the regularly scheduled open meeting.
- 6.10 If closed session items are not completed before the scheduled time for the open meeting, Council may:
- a) consider a motion to defer the closed session items not addressed to a future scheduled closed session meeting; or
  - b) consider a motion to recess and reconvene at the end of the regularly scheduled open Council meeting to conclude discussion; or
  - c) proceed in closed session until all the agenda items have been considered.
- 6.11 Council may convene in a Special Council meeting, on a date other than a regularly scheduled Council for the purpose of going into closed session.

### **Motions**

- 6.12 A consent agenda shall be presented by the Chair at the beginning of a meeting. Items shall be moved from the consent agenda on the request of any member for separate discussion. Items not removed shall be adopted in one motion by majority vote without debate or discussion.
- 6.13 All motions shall be moved and seconded before being debated and called for the vote by the Chair.
- 6.14 Directions to staff do not require a motion.
- 6.15 Minor amendments to a motion that has been moved and seconded can be made on the original resolution provided it is initialed by the original mover and seconder of the motion.
- 6.16 Substantial amendments to a motion that has been moved and seconded, must be brought forward by an amending motion. The amending motion shall be in writing, moved and seconded and voted on prior to the original motion being voted on.
- 6.17 Once a motion is on the floor, it may not be withdrawn prior to voting without the consent of the majority of the members.
- 6.18 After the Chair calls for a vote on a motion or a motion as amended, no member shall speak to the question nor shall any other motion be made until after the vote is taken and the result declared.
- 6.19 A member may, immediately before or after a vote, request the count be recorded. All members present, who are not prohibited from voting by interest of otherwise, will verbally announce his or her vote to be recorded in the minutes.

### **Notice of Motion**

- 6.20 A member may introduce a notice of motion at a meeting and the motion shall form part of the next agenda for discussion. There shall be no debate or discussion on the motion until it appears on an agenda.
- 6.21 At the next meeting, the notice of motion shall be treated as any other motion, requiring it to be moved and seconded before being debated or adopted.

### **Reconsideration**

- 6.22 A motion may be reconsidered at the same meeting at which it is passed, provided there is unanimous agreement from the members to reconsider.
- 6.23 No motion shall be reconsidered outside of the meeting at which it is passed, within a 12 month timeframe during a term of council. A matter may be considered outside of the meeting at which it was passed prior to the expiration of 12 months provided a Notice of Motion as set out in this by-law is brought forward and the reconsideration appears on an agenda.

### **Manner of Voting and Rules of Debate**

- 6.24 On an unrecorded vote, a show of hands shall determine the decision of council.
- 6.25 Every member present at a meeting when the vote is called shall vote unless prohibited by interest or otherwise.
- 6.26 If member refuses to vote, where not prohibited by interest or otherwise, that member shall be considered to have voted no.
- 6.27 Any question in which there is a tie vote shall be deemed to be defeated.
- 6.28 Every member shall request acknowledgment from the Chair, prior to speaking to any question or motion. When two or more members wish to speak, the Chair will determine which member requested to speak first and they shall have the floor.
- 6.29 When a member is speaking, no other member shall interrupt him or her except to raise a point of order.
- 6.30 Members shall not speak more than once to the same question without the consent of the Chair. A member, in speaking to a question shall be limited to ten minutes, unless an extension of a further five minutes is approved by motion of council.
- 6.31 When the Chair calls for the vote on a question, every member shall remain in his or her seat and not speak to any other member or make any noise or disturbance until the result of the vote has been declared.

### **Curfew**



6.32 Meetings shall be adjourned four (4) hours after the start of a meeting.

6.33 A resolution shall be passed before the expiration of four (4) hours to permit the meeting to continue past curfew.

### **Decorum**

6.30 Unless otherwise authorized by the presiding officer, all members, staff and persons appearing as delegations shall address council through the Chair and only when recognized to do so.

6.31 Persons attending a meeting shall not:

- a) Use offensive words against members, officer, staff or guest;
- b) Speak on any subject other than the subject in debate;
- c) Create a disturbance in the meeting;
- d) Interrupt the member who has the floor except to raise a point of order;
- e) Disobey the rules of council or a decision of the Chair or council on questions of order or practice or upon the interpretation of the rules of the council.
- f) On a majority vote of council the Chair may request that a member apologize to council for disruptive behaviour.
- g) Speak on any issue that is before the Court, Administrative Tribunal or any Boards of Commissions, unless the issue has been referred to the council or committee by the said body.

## **7. VIDEO AND AUDIO RECORDING**

7.1 The use of video or audio recording equipment or devices by members of the public or media during a meeting is permitted within the areas designated for that purpose by the Clerk.

## **8. PROCEDURES FOR AGENDAS, MINUTES, AND SUPPORTING MATERIAL**

8.1 The Clerk shall prepare an agenda for each meeting and the order of business will be as shown in this by-law. Minor modifications to the matters included or the order of business may be made during the preparation of the agenda.

- a) Call to order
- b) Adoption of the agenda

- c) Disclosure of pecuniary interest(s) and the general nature thereof
- d) Closed meeting session (if required)
- e) O Canada
- f) Awards/Recognition
- g) Presentations
- h) Public meeting under the Planning Act
- i) Passing of by-laws arising from a Public Meeting
- j) Resume Regular meeting of Council
- k) Adoption of minutes of Council and Public Meeting(s)
- l) Business arising from previous meetings of Council
- m) Deputations
- n) Items for consideration:
  - Minutes
    - Council meeting minutes(s)
    - Cultural Roundtable minutes
    - Recreation & Culture Committee minutes
    - Ad Hoc Task Force minutes
  - Business: Reports, recommendations and correspondence for direction (order of business may rotate)
    - Planning
    - Administration
    - Building
    - Economic development
    - Finance
    - Fire services
    - Public works
- o) Identification of agenda items requiring separate discussion
- p) Adoption of agenda items not requiring separate discussion
- q) Consideration of agenda items identified for separate discussion
- r) Notice of Motion
- s) Community Group Meeting Program report by Councillors
- t) By-laws
- u) Cultural Moment (first meeting of the month)
- v) Confirmatory by-law
- w) Adjournment

8.2 The Clerk shall ensure that the minutes of the last council meeting, and all special, committee, ad hoc minutes held more than seven business days prior to a regular meeting are included in the agenda package.

8.3 All reports, supporting material, delegation/presentation/award requests shall be submitted to the Clerk's office by 12 noon on the

Tuesday preceding the council meeting, unless extenuating circumstances arise.

- 8.4 As far as practical the agenda and all attachments will be made available to the members by 4.30 p.m. on the Wednesday preceding the council meeting, unless extenuating circumstances arise.
- 8.5 a) The order of business of the council shall be in the order in which it stands on the agenda unless the Chair decides verbally to amend the order.
- b) An item of business or matter not listed on the agenda shall not be introduced for consideration at the same meeting, unless not dealing with the items of business or matter would be detrimental to the Township of Wellington North.
- c) A majority vote of council shall be passed prior to any consideration or discussion of an item of business or matter not listed on the agenda.

#### **Awards/Recognitions**

- 8.6 Individuals or groups who have been identified as deserving of an award or recognition by council will receive a certificate, township pin or other form of award or recognition at a meeting of council.
- 8.7 An individual or group must confirm their attendance to the Clerk by 12:00 noon the Wednesday preceding the council meeting at which the award or recognition is scheduled to be made.

#### **Presentations**

- 8.8 Individuals or groups who have been invited by council or staff to present shall submit their presentation materials to the Clerk no later than 12.00 noon the Wednesday preceding a council meeting for inclusion on the agenda.
- 8.9 Any individual or group making a presentation to council is limited to a maximum of fifteen (15) minutes for its address, unless an extension of no more than a further fifteen (15) minutes is approved by council with a show of hands.
- 8.10 The number of presentations will be limited to two (2) at any meeting.

#### **Deputations**

- 8.11 Every individual or group who wishes to make a deputation to council shall submit a legible signed deputation request form with supporting material to the Clerk by 12:00 noon on the Tuesday preceding the council meeting. The delegation request form and supporting material will be circulated with the council agenda.
- 8.12 Any individual or group making a deputation to council shall be limited to a maximum of ten (10) minutes for its address, unless an extension of no more than a further five (5) minutes is approved by resolution of council.
- 8.13 The number of deputations shall be limited to three (3) at any meeting.
- 8.14 An individual or group who has already made a deputation on a subject shall not make another deputation within a 12 month period on the same subject unless there is new information to be provided or a new council is in place as a result of a municipal election unless council passes a motion in favour of having the individual or group make another deputation.
- 8.15 An individual or group may make a deputation on a particular subject to either council or committee but shall not be permitted to make a deputation to both council and committee on the same subject.
- 8.16 No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public or council and committee.
- 8.17 Members and staff shall only ask questions seeking information or clarification from the delegation with all questions addressed through the Chair.
- 8.18 When the subject matter of a deputation is such that a decision of council is requested, appropriate resolutions or direction to staff may be considered. When a deputation's request has a financial implication, council shall direct that a staff report be brought to a meeting.
- 8.19 Where Council is of the opinion that a report from staff is not necessary and there are no financial implications involved with the deputant's request, Council may move a motion to support the deputation's request.

### **Minutes**

- 8.20 The Clerk may make minor deletions, additions or other changes to minutes before they are signed.
- 8.21 Minutes of meetings shall be taken and shall without note or comment include:
- a) The place, date and time of the meeting;
  - b) The name of the Chair and record of the attendance of the members;
  - c) Adoption of the minutes of previous meeting(s);
  - d) All other proceedings of the meeting.

### **By-laws**

- 8.22 Every by-law when introduced shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any Act, and shall be complete with the exception of the number and date thereof.
- 8.23 Every by-law shall have three readings prior to being passed, and said readings may be held at the same meeting, and may be entertained in one, two or three separate motions.
- 8.24 The Chair will read only the title of the by-law, unless a member requests a full reading of a specific by-law.
- 8.25 The Clerk shall set out on all by-laws enacted the date(s) of the reading or readings, shall set out on all by-laws the date(s) of the reading or readings of the, the by-law number and shall seal the by-law with the seal of the Corporation and signed by the Clerk and the Mayor and shall be deposited with the Clerk for safekeeping.
- 8.26 The Clerk may make minor deletions, additions or other changes to any by-law before it is signed and sealed.
- 8.27 A by-law shall be passed to confirm all actions taken by council at a meeting.

## **9. MEETING LOCATION DATES AND TIMES**

### **Change of Date, Location or Time**

- 9.1 Council or committee may, by resolution, alter the date, location and/or time of a meeting provided that notice of the change is posted at the municipal office, and on the municipal website.

### **Location of Meetings**

- 9.2 All meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth.
- 9.3 Meetings may be held at other locations within the township as deemed necessary from time to time shall be provided in accordance with notice provisions in this by-law.
- 9.4 In the case of a declared emergency, a meeting of council may be held at another location within or outside of the boundaries of the municipality and notice shall be provided in accordance with notice provisions in this by-law.
- 9.5 A meeting of council together with a council of one or more other municipalities for the consideration of matters of common interest, may be held within a municipality outside of Wellington North and notice shall be provided in accordance with notice provisions in this by-law.

### **Date and Time of Regular Meetings of Council**

- 9.6 Council meetings shall be held the second Monday of each month at 2:00 pm and the fourth Monday of each month at 7:00 pm.
- 9.7 If a public or statutory holiday falls on the Monday designated for holding a council meeting, council will meet on the day set out in the posted meeting schedule as in section 9.8.

### **Public Notice of Meetings**

- 9.8 In December of each year, the schedule of regular council meetings shall be posted on the municipal website following adoption by council.
- 9.9 The agenda, and supporting documentation for all council meetings will be posted on the municipal website no later than 12 noon on the Thursday prior to the meeting date.
- 9.10 Notice of a closed session shall be published in the regular council agenda.
- 9.11 If a special meeting of council is called, notice shall be provided by posting on the Township's website a minimum 24 hours prior to the date of the meeting.

9.12 If a meeting is held as a result of a declared emergency, the notice provisions may be suspended.

10. **CONFIDENTIAL INFORMATION**

10.1 Members shall treat all information, documentation or discussion relating to a closed meeting as confidential.

10.2 No member shall release or make public any information considered at a closed meeting, or discuss the content of such a meeting with persons other than members of council or relevant staff members, without the authorization of council.

11. **SPECIAL MEETINGS OF COUNCIL**

11.1 The Mayor may, at any time, call a special meeting of council within twenty-four (24) hours notice to the Clerk and members of council.

11.2 A special meeting of council may be called upon the petition of a majority of the members of council and the petition shall state the business to be considered at the special meeting and no business other than that stated in the petition shall be considered at such meeting.

11.3 The petition shall state the time and date of the special meeting, not less than twenty-four (24) hours from the date of the submission of the petition.

11.4 The Clerk shall provide notice of a special meeting of council or a re-scheduled meeting not less than twenty-four (24) hours before the appointed time of the meeting on the municipal website.

12. **SUSPENSION OF RULES**

12.1 With the exception of Section 3 of this by-law any procedure required by this by-law may be temporarily suspended on majority vote of members.

13. **REVIEW OF BY-LAW**

13.1 The Procedure By-law shall be reviewed once in each term of council.

14. **MATTERS NOT PROVIDED FOR IN PROCEDURE BY-LAW**

14.1 Where a matter is not provided for in the Procedure By-Law, or, in the case of conflict with the Procedure By-Law, Robert's Rules of Order will be relied on.

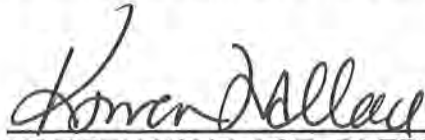
15. **REPEAL OF PREVIOUS PROCEDURE BY-LAW**

15.1 By-law Number 63-14 and any by-laws inconsistent with this by-law are hereby repealed.

**READ A FIRST AND SECOND TIME THIS 21ST DAY OF NOVEMBER 2016**



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



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

**READ A THIRD TIME THIS  
AND FINALLY PASSED**

**DAY OF DECEMBER, 2016**

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

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



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

**BY-LAW NUMBER 092-16**

**BEING A BY-LAW TO APPROVE THE APPOINTMENT OF JOHN  
MADDOX JGM CONSULTING AS MEETING INVESTIGATOR AND  
TO REPEAL BY-LAW 012-15**

**Whereas** the Council of the Township of Wellington North wishes to enact a by-law to appoint a Closed Meeting Investigator for the Township of Wellington North.

**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 appoints John Maddox, JGM Consulting as the Closed Meeting Investigator for the Township of Wellington North in substantially the same form as the agreement attached hereto as Appendix "A".
2. THAT the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized to execute an agreement in substantially the same form as the agreement attached hereto as Appendix "A" and all other documentation required on behalf of the Corporation.
3. THAT By-law Number 012-15 is hereby repealed.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF DECEMBER, 2016.***

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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 091-16  
SCHEDULE "A"**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(Hereinafter referred to collectively as the "Municipality")**

- AND -

**JGM CONSULTING  
(Hereinafter referred to as the "Independent Contractor")**

**WHEREAS:**

- (A) Section 239.2 of the *Municipal Act, 2001, S.O. 2001, c.25* (the "Act"), authorizes Municipalities to appoint an investigator to investigate in an independent manner any complaint as to whether the Municipality has complied with the Act or a Municipal procedure by-law in respect of a meeting or part of a meeting that was closed to the public and to report on the investigation;
- (B) In appointing an investigator and in assigning powers and duties to him, a Municipality is to have regard to, among other things:
  - a. the investigator's independence and impartiality;
  - b. confidentiality with respect to the investigator's activities;
  - c. the credibility of the investigator's investigative process;
- (C) The Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

**NOW THEREFORE**, the parties agree as follows:

- 1. Services: The Municipality hereby retains and appoints the Independent Contractor as an investigator for the purposes of Section 239.2(1) of the *Act* and the Independent Contractor agrees to provide such services for and at the request of the Municipality and accepts such appointment. The Independent Contractor confirms that services under this agreement will be carried out by John G. Maddox except as otherwise delegated by John G. Maddox.
- 2. Duties: The duties of the Independent Contractor shall be:
  - (i) to conduct investigations from time to time as requested by the Municipality upon receipt of a complaint (a "Complaint") in respect of meetings or part of meetings that are closed to the public to determine compliance with the *Act* or the

- respective municipal procedure by-law and to report on the results of such investigations;
- (ii) In conducting such investigations, to have regard to the importance of the matters listed above in recital (B);
  - (iii) to proceed without undue delay and with due diligence to investigate a Complaint;
  - (iv) to conduct each investigation in private;
  - (v) to hear or obtain information from such persons as the Independent Contractor thinks fit and to make such inquiries as he thinks fit;
  - (vi) to provide an opportunity to the Municipality or any person that may be adversely affected by a proposed report of the Independent Contractor, the opportunity to make representations respecting such report or recommendation;
  - (vii) to preserve confidentiality and secrecy with respect to all matters that come to his knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Independent Contractor's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations;
  - (viii) after making an investigation to render his opinion as to whether or not the meeting or part of the meeting that was the subject matter of the investigation appears to have been closed to the public contrary to the *Act* or Municipal procedure by-law and, in either case, the Investigator shall report his opinion and the reasons for it to the Municipality and shall make such recommendations as he thinks fit.

In performing such duties; the Independent Contractor shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the *Act*, extracts of which are attached hereto as Schedule "A".

3. Joint Retainer: The Independent Contractor acknowledges that the Independent Contractor is appointed as an Investigator for the Municipality. In addition, the Independent Contractor agrees to also be the Investigator for the member municipalities of Wellington County as listed in Schedule "B" hereto attached, at the written request of the County of Wellington together with payment of the additional fee, defined below.
4. Fees:
  - (a) Annual Retainer: The County of Wellington shall pay to the Independent Contractor on or before the commencement date ONE THOUSAND DOLLARS (\$1,000.00) PLUS APPLICABLE TAXES. In order to add the participating member municipalities to the duties of Independent Contractor an additional fee of THREE HUNDRED DOLLARS (\$300.00) ("Additional Fee") for each additional member municipality shall be paid by the County of Wellington, as per the listing of participating municipalities on Schedule "B" attached hereto. Such fees to be paid on or before January 31<sup>st</sup> in each year of this Agreement plus applicable taxes.
  - (b) Hourly Rate: In addition, the Independent Contractor shall be paid a fee of ONE HUNDRED DOLLARS (\$100.00) per hour plus applicable taxes during such time as the Independent Contractor is performing his/her duties hereunder. The Independent Contractor agrees such rate shall be charged only for such time that the Independent Contractor is actively investigating a Complaint and

preparing and presenting his report with respect thereto. The Independent Contractor would be entitled to be reimbursed other reasonable receipted expenses related to his duties, including food and hotel costs; car rental; kilometre rate at the respective municipal rate or railway tickets.

- (c) Responsibility for Payment: The Independent Contractor further covenants and agrees that his hourly fee and related expenses hereunder shall be paid by the Municipality against whom the Complaint is made and which initiated the investigation. The Municipality agrees to be responsible for such fees and expenses. The Independent Contractor shall invoice the Municipality upon completion of his report.
5. Term: The term of this Agreement (the "Term") is for a fixed two (2) year term commencing January 1<sup>st</sup>, 2017 and ending on the second anniversary date thereof unless renewed and/or extended by agreement of all the parties. The Independent Contractor or the Municipality shall give at least 30 days written notice prior to the end of the Term of their intent not to renew this Agreement if such renewal were to be available.
6. Taxes: All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
7. Independent Contractor: The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer / employee, partnership, franchise, agency or joint venture or other like arrangement.
8. Delegation: In the event more than one Complaint is made at any one time requiring more than one investigation, the Independent Contractor may determine that it is necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Such delegation shall not be a member of council or staff of any Municipality and shall not result in any additional costs or fees to the Municipality. Invoices shall be rendered by the Independent Contractor and payments made to the Independent Contractor and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any of his delegates.
9. Binding: This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
10. Indemnification: The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs),

**By-law No. 091-16**  
**Page 5 of 6**

finances and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.

- 11. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS HEREOF each of the parties hereto have set its hand and seal as of this

\_\_\_\_\_ day of \_\_\_\_\_, 2017

SIGNED, SEALED & DELIVERED THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

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

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
JOHN G. MADDOX for JGM CONSULTING

**AGREEMENT BETWEEN  
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AND  
JGM CONSULTING**

**List of Participating Municipalities - Closed Meeting Investigator Services:**

1. Township of Centre Wellington
2. Town of Erin
3. Township of Mapleton
4. Town of Minto
5. Township of Puslinch
6. County of Wellington

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 093-16

### BEING A BY-LAW TO ENACT RULES AND REGULATIONS FOR THE MAINTENANCE, OPERATION AND USE OF THE WATER WORKS DISTRIBUTION SYSTEMS AND TO PROVIDE A FRAMEWORK FOR CHARGES TO BE ESTABLISHED WITH RESPECT TO THE MAINTENANCE AND INSPECTION OF PORTIONS THEREOF AND CHARGES WITH RESPECT TO WATER CONSUMPTION

**WHEREAS** The Corporation of the Township of Wellington North has constructed and now operates and maintains a water works distribution system, in the former Town of Mount Forest and in the former Village of Arthur.

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

#### **Definitions**

"Act" means the Municipal Act, 2001, S.O. 2001, c. 25 as amended;

"Council" means the Council of The Corporation of the Township of Wellington North;

"cross connection" means any temporary or permanent water connection that may allow backflow of contaminants, pollutants, infectious agents, or other material or substance that has the potential to change the water quality in the water works distribution system;

"C.S.A." means the Canadian Standards Association;

"Director" means the Director of Public Works for the Township or his or her duly authorized representative and as the context requires, all persons authorized to act at the Director's direction, and further as the context requires, a person duly licensed by the appropriate government or other agency to do the matter or thing;

"double service water pipes" means the water service pipes that service two or more premises;

"premises" means any house, building, lot or part of a lot, or both in, through, or past which water service pipes run;

"remote meter reading system" means the device installed at a separate location from the water meter and used to record the consumption reading of the meter;

"residence" means a private home or residential dwelling unit and includes a single family detached dwelling, a semi-detached single family dwelling, a row housing single family dwelling, a condominium unit, an apartment unit, and other living unit receiving or to receive water from the water works distribution system;

"road allowance" means land that is a highway as described in Section 26 of the Act or established as a highway under the Act or land of the Province of Ontario that is a public highway;

"street line" means the boundary of a property adjoining a road allowance;

"Township" means The Corporation of the Township of Wellington North;

"user" means, as the context requires, the applicant for water supply, the owner or occupant of or the person to whom invoices are sent for water supplied to a premises;

"water" means potable water that is fit for human consumption;

"water meter" means the water meter and backflow preventer valve supplied, at the cost of the user, or at the cost of the Township as provided for herein, and owned by the Township;

"water service connection" means that part of a water service pipe from the municipal water main to the street line, including the shut off valve, which supplies water to any premises in the Township;

"water service pipe" means the water pipes which conduct water from Township water mains to water meters, or to the building being serviced where a water meter has not been installed;

"water works distribution system" means the water mains and appurtenances, the works and the equipment under the jurisdiction of the Township for the supply or distribution of water or any part of such system;



**Contents**

1. .... Administration

2. .... Application for Water Service Connection

3. .... Installation of Water Service Pipes

4. .... Installation of Water Meters

5. .... Inspection of Water Service Pipes

6. .... Inspection of Water Meters

7. .... Maintenance of Water Service Pipes

8. .... Maintenance of Water Meters

9. .... Operation of Water Works Distribution System

10. .... Cross Connections and Backflow Prevention

11. .... Water Rates and Charges

12. .... Restrictions Upon The Outdoor Use of Water

13. .... Special Provisions re Use of Services, Charges or Costs, New Services and Policies

14. .... Connections to Existing and New Sanitary Sewers

15. .... Penalties, Offences and Enforcement

15. .... Repeal

SCHEDULE 1 IMPOSITION OF CONTROLS UPON THE OUTDOOR USE OF WATER ..... 18

## Administration

- 1.1 The administration of the water works distribution system shall be under the jurisdiction of the Director.
- 1.2 The administration of water works accounting, servicing and meter reading shall be under the jurisdiction of the Director or such other agent or official or employee of the Township as Council may from time to time determine by resolution.
- 1.3 The administration of inspections of water service piping and appurtenances, cross connection control and backflow prevention devices on private property shall be under the jurisdiction of the Director, provided that all such inspections shall be conducted by a person duly licensed to do so by the appropriate government or other agency.

## **1. Application for Water Service Connection**

- 2.1 Before water is supplied to any premises the user shall make application to the Public Works Department of the Township.
- 2.2 The user shall be liable to pay for the water supplied as indicated by the water meter at the rates established by the Council of the Township from time to time, or where a water meter is not yet required as provided in subsection 4.3 (b) below at the rates so established by the Council.
- 2.3 The user shall pay to the Township the charge for the water service connection, and the installation of the water service connection shall be carried out at the expense of the user and in a manner and with the materials as approved by the Director.
- 2.4 Where the user discontinues the use of a water service connection for water supply to a premises the user shall pay to the Township the charge for disconnecting such service connection from the water works distribution system. The applicant for the permit to demolish the premises shall be required to apply and pay the charge for disconnecting such service connection prior to the issuance of any permit.
- 2.5 (a) Where an existing building is substantially demolished, the existing water service connection shall be disconnected at the water main at the expense of the user. The applicant for the permit to construct the replacement building shall be required to apply and pay for the installation of a new water service pipe on public property between the water main and the private property line. If in the opinion of the Director a replacement building will be completed forthwith after the demolition, the water supply

may be shut off at the shut off valve as opposed to disconnection at the watermain, and the water service pipe on public property may be used for water supply to the replacement building.

- 2.5 (b) For the purposes of this subsection, an existing building is substantially demolished when more than 50% of the exterior walls of the first storey above grade are removed whether or not they are subsequently replaced.

### **3. Installation of Water Service Pipes**

- 3.1 Water service pipes on private property shall be installed in a manner and with materials as approved by the Township. The installation on private property shall be in accordance with Part 7 of the Building Code as may be amended from time to time, and also constructed of a material which complies with the Building Code.
- 3.2 Double service water pipes will not be permitted in any circumstances.
- 3.3 The minimum size water service connection shall be 20mm in diameter or as determined from time to time by the Township's Municipal Servicing Standards.
- 3.4 Water service pipes located on private property shall be constructed of a material which complies with the Building Code as may be amended from time to time.
- 3.5 All water service pipes shall be protected from frost with minimum earth cover of 2 metres.
- 3.6 When a water meter is required under or pursuant to this by-law, no person shall make, cause or permit to be made any connection to any water service pipes so as to use water that has not passed through a water meter without written approval of the Director. The user of the service for which such connection has been made shall be liable to pay all back charges for the unmetered water as well as any other penalties resulting therefrom.

### **4. Installation of Water Meters**

- 4.1 Except as provided herein, water meters shall be supplied by the Township at the cost of the user and at rates established by the Council of the Township from time to time by resolution made pursuant to this by-law and this Section. The ownership of all water meters shall remain with the Township whether supplied and installed at the expense of the Township or not.

- 4.2 Water meters shall be obtained and installed in accordance with the Township's standards and specifications and in a manner and with materials as approved by the Director and in compliance with the Building Code as may be amended from time to time.
- 4.3 (a) Except for water used for the sole purpose of fire protection, and as provided for in this Section, any water supplied by the Township shall be metered and the water shall be invoiced by the Township at a rate established by the Council of the Township from time to time.
- (b) Notwithstanding the requirement in this Section for the installation of a water meter for the supply of water it shall not be mandatory for residences to have a water meter installed in order to be supplied with water until the Council of the Township passes a resolution pursuant to this by-law and this Section declaring that any water supplied to residences shall be metered. Until the passing of such resolution or until a water meter is installed the water supplied to residences shall be invoiced by the Township at a rate established by the Council of the Township from time to time.
- (c) Notwithstanding the requirement that water meters be installed at the cost of the user, water meters for residences may be installed at the cost of the Township if the Council of the Township so provides in the resolution provided for in subsection 4.3 (b).
- (d) Notwithstanding the requirement that a water meter include a backflow prevention valve, water meters for residences may be installed without backflow preventer valves if the Council of the Township so provides in the resolution provided for in subsection 4.3 (b).
- 4.4 No water meter shall be installed that is smaller or larger than the water service to which it is affixed without the consent of the Director.
- 4.5 Where in the opinion of the Director, a water meter cannot be conveniently placed inside a premises, the meter shall be installed in a meter chamber constructed by the user, to Township standards and specifications, on the property of the user, at a location approved by the Director at the cost of the user.
- 4.6 No person shall use, cause or permit water supplied to be used otherwise than in connection with the premises for which it is supplied nor shall the water supplied be sold or otherwise similarly disposed of.

- 4.7 Any person using water or causing or permitting water to be used without a water meter when such water is required to be metered pursuant to Section 4.3, shall be liable to pay for water so used based on the average consumption as shown by subsequent meter readings, or if no such readings are available, on the basis of the normal consumption for similar premises.
- 4.8 The Township will not supply, install, inspect or read private water meters, nor will the Township bill consumption of private water meters. Water supply pipes to private water meters shall be connected to the user's plumbing on the downstream side of the Township's water meter.
- 4.9 The location of a water meter once installed to the satisfaction of the Township shall not be changed by any person without the consent of the Director.
- 4.10 Where a user does not have a water meter as required by or pursuant to this by-law the Township may at its discretion discontinue the water supply to the premises after the expiration of five (5) days from written notice from the Director to the user of the default and the intention to discontinue the supply.

## **5. Inspection of Water Service Pipes**

- 5.1 All water service pipes and appurtenances installed by the user shall comply with the Ontario Building Code, as may be amended from time to time, and must be inspected by the Township before any installations are covered with backfill. The user shall obtain the approval of the Director for any new water service pipe installation or alteration of existing water service pipes.
- 5.2 The Director shall, at all times, be entitled to enter any premises or private property for the purposes of inspecting, testing and examining pipes, connections and fixtures which are used in conjunction with the water service connection.

## **6. Inspection of Water Meters**

- 6.1 The Director shall be allowed access to the premises or private property and be provided free and clear access to the water meter where water is being supplied, at all reasonable times, for the purpose of reading, inspecting, testing, making repairs, taking away, or replacing any water meter, at the discretion of the Director.
- 6.2 Where a user does not provide access to premises or free and clear access

to a water meter within five (5) days after receipt of written notice by the Director, the Township may at its discretion, discontinue the water supply to the premises until such time as free and clear access to the water meter is provided.

## **7. Maintenance of Water Service Pipes**

- 7.1 The user shall keep water service pipes on the user's side of the water service connection in good repair and working order. In default thereof, the Township may discontinue the water supply.
- 7.2 The user shall properly protect all water service pipes on the user's side of the water service connection to a premises including the water meter from frost and shall be responsible for any damage. The user shall also be responsible for any water loss occasioned by a leak in the water service pipe on the user's side of the water service connection the charge for such water shall be determined by the Public Works Department. The cost thereof, shall be paid by the user upon demand by the Township, and the Township will not be responsible for any damages resulting from such leakage.
- 7.3 Where any premises are left vacant or without heat, it is the user's responsibility to shut off the water supply from within the premises and to drain the piping therein. The user may apply to the Township to have the shut off valve turned off to stop the water supply. The shut off valve will be turned on only at the user's request and in the user's presence.
- 7.4 Where the water supply has not been shut off and premises which have been left vacant or without heat suffer damage to it or its contents from a leaking or burst water pipe, the user shall have no claim against the Township. Should the Township become aware of such leaking or burst pipes, the Director shall turn off the shut off valve and the water supply shall not be turned on until the Director in his or her discretion considers it advisable.
- 7.5 All service boxes, valve boxes and valve chambers shall be left clear and accessible at all times.
- 7.6 The Township shall maintain the water service connections at the Township's expense.
- 7.7 Where the user has requested an inspection by means of an excavation of an existing water service, the user shall deposit a sum of money with the Township, the amount of which shall be established by the Council of the Township from time to time. If upon inspection a structural problem is found

with the water service connection, the deposit will be refunded.

- 7.8 The user shall be responsible for thawing frozen water service pipes. Where the Township, at the request of the user, assists in thawing out frozen water service pipes at the premises of the user, the assistance shall be provided solely at the user's risk and the user shall have no claim whatsoever against the Township by reason of such assistance and shall compensate the Township for any such expense it may incur in providing such assistance. If the said expense has not been paid by the user within thirty (30) days of billing by the Township the Township may transfer the said expense, or the amount remaining unpaid, to the collector's roll and collect the amount in the same manner as taxes and subject to the same interest and penalties as taxes.

## **8. Maintenance of Water Meters**

- 8.1 The user shall be liable to pay for any repairs to or replacement of any water meter damaged or removed from the premises by the user or persons who are under the control of or are invitees of the user.
- 8.2 The user shall pay such amounts monthly, in addition to the water consumption charge, as a flat charge for the maintenance, repair and replacement of the water meter, as established by the Council of the Township from time to time, provided that the flat charge shall not cover or be applied to repairs or replacements referred to in Section 8.1.
- 8.3 All repairs to or replacement of any water meter and the maintenance of all valving associated with the water meter shall be done by or through the Township.
- 8.4 No person shall without authorization of the Director be permitted to open, or tamper with any water meter, or with the seals placed on any water meter, or do any manner of thing which interferes with the proper measurement of the quantity of water passing through such water meter.
- 8.5 If a water meter fails to register properly, the user shall be liable to pay the average consumption rate for a similar period as shown by the water meter when it was in good working order. Where the water meter is equipped with a remote meter reading system and a discrepancy occurs between the reading at the register of the water meter itself and the reading on the read-out device, the Township will deem the reading at the water meter to be correct, and will adjust and correct the user's account accordingly.
- 8.6 If, in the opinion of the Director the condition of the water service pipe or valves on such piping is such that the water meter cannot be safely

removed for the purpose of testing, replacing, repairing or testing in place, the Director may order the user to make such repairs as may be necessary to facilitate the removal or testing of the water meter. If upon notice, the user does not comply with the order, then the water supply to the property may be turned off at the water shut off valve during removal, replacement, repair and testing of the water meter and the Township shall not be responsible for any damages to the user's property arising from such work or discontinuance of the water supply.

8.7 The Township will ensure that in the calibration of any water meter, there is a maximum tolerance of 5%. Where the user disputes the calibration of any water meter, the user may request the Township to have it tested upon payment of the sum of One Hundred Dollars (\$100.00) to the Township and:

8.7.1 in the event that that the test reveals that the tolerance exceeds 5% then the Township shall refund the \$100.00 payment and replace the water meter provided that Section 8.1 above (flat charge) shall apply to the replacement cost;

8.7.2 in the event that the test reveals that the tolerance does not exceed 5% then the \$100.00 payment shall be retained by the Township.

8.8 Any leaks which may develop at the water meter or its coupling shall be reported immediately to the Township. The Township shall not be held responsible for any damage resulting from such leaks.

## **9. Operation of Water Works Distribution System**

9.1 No person except the Director shall open or close or cause or permit to be opened or closed any valve in the water works system, or remove, tamper with or in any way interfere or cause or permit to be removed, tampered or interfered with any valve, water meter, hydrant, structure, water main, water service pipe or water service valve in the water works distribution system.

9.2 No person shall in any way conceal, interfere with, construct or maintain anything or cause or permit to be concealed or interfered with or constructed or maintained anything which has the effect of concealing or interfering with access to a fire hydrant.

9.3 Fire hydrants shall be completely clear of all vegetation or obstructions within 1 metre from the outside edge of the hydrant.

9.4 No person except the Chief of a Fire Department of the Township or the Director shall open or close or cause or permit to be opened or closed a fire



hydrant or use or cause or permit the use of water from a fire hydrant from the water works distribution system.

- 9.5 No person shall draw water or cause or permit water to be drawn from a private fire protection system, except for fire protection purposes, or for fire protection related activities.
- 9.6 The Township may upon reasonable notice discontinue the water supply from the water works distribution system at any time for cleaning, repairing, replacing or connecting of mains and service pipes.
- 9.7 The Director may, without notice, temporarily discontinue the water supply to any premises where, in his or her opinion, the continuation of the water supply might be dangerous or cause damage to persons or property.
- 9.8 The Township will not be responsible in case of damage to boilers, fittings or other property or injury to persons by reason of any shutdown of the water supply, even in cases where no notice is given by the Director.

#### **10. Cross Connections and Backflow Prevention**

- 10.1 No person shall connect, cause to be connected, or permit any piping, fixture, fitting, container or appliance, to remain connected to the water works distribution system in a manner which under any circumstances, may allow non-potable water, waste water, or any other liquid, chemical or substance to enter the water works distribution system.
- 10.2 Where any liquid, chemical or substance has entered the water works distribution system, the Director may immediately carry out an inspection and may issue such order or orders to the user as may be required to obtain compliance with Section 10.1.
- 10.3 If the user to whom the Director has issued an order fails to comply with the order issued under Section 10.2, the Director at his or her discretion, may discontinue the water supply without prior notice.
- 10.4 Notwithstanding Sections 10.1; 10.2 and 10.3, where in the opinion of the Director, a risk of possible contamination of the water works distribution system exists, a user shall, on notice from the Director, install on the water service at the source of potential contamination a cross connection control device, approved by the Township, in addition to any cross connection control devices installed in the user's water system.
- 10.5 All cross connection control or backflow prevention devices shall be selected, installed and maintained in accordance with C.S.A. standards or

other applicable standards. These devices shall be obtained through the Township or approved by the Township.

- 10.6 All cross connection control devices shall, at the expense of the user, be inspected and tested, by persons qualified to carry out such tests, to demonstrate that the device is in good working condition upon installation, and thereafter annually, or more often if required by the Township. The user shall submit a report on a form approved by the Township on any or all tests performed on the cross connection control device within five (5) days of a test. A record shall also be displayed on or adjacent to the cross connection control device, on which record the tester shall record the address of the premises, the location, type, manufacturer, serial number and size of the device, the test date, the tester's initials, the tester's name or the name of his or her employer and the tester's licence number.
- 10.7 When the results of a test referred to in Section 10.6 indicate that a cross connection control device is not in good working condition, the user shall make repairs or replace the device within forty-eight (48) hours.
- 10.8 If a user fails to have a cross connection control device tested, the Director may notify the user that the cross connection control device must be tested within forty-eight (48) hours of the user receiving the notice.
- 10.9 If a user fails to have a cross connection control device tested when required by the Director, the Director may discontinue the water supply until the cross control connection device has been tested and approved as required by Section 10.6.
- 10.10 The Director, at his or her discretion, may also require the user to zone or area protect as required by C.S.A. standards or any applicable standards within the water distribution system.
- 10.11 The Director shall be allowed access, upon reasonable notice, to any premises that are connected to the water works distribution system for the purpose of performing an inspection to locate possible cross connections.
- 10.12 Where the user does not provide access referred to in Section 10.11, the Director may issue a written notice to the user requiring that access be provided within two (2) days. If access is not provided within this period, the Director may, at his or her discretion, discontinue the water supply to the premises until such time as the access is provided.

## 11. Water Rates and Charges

- 11.1 The water consumed on all premises in the Township shall be charged for as indicated by the water meter on each respective property and at rates established by the Council of the Township from time to time, or where a water meter is not yet required as provided for in Section 3.3 at the rates so established by Council.
- 11.2 Water bills may be rendered monthly, bi-monthly or on any other basis as established by the Council of the Township from time to time.
- 11.3 The water supply to a premises may be discontinued if the account for water supply use is sixty (60) days overdue from the date of the earliest outstanding account. The cost of stopping and starting the water supply shall be added to the account and the account shall be paid in full before the water supply is reinstated.
- 11.4 If the user moves from one property to another within the Township of Wellington North and there is an account owing for water supply the water accounts may be transferred by the Township to the user's new premises.
- 11.5 Where an account for metered or other water rates or expenses incurred in the repair of water services, meters, fixtures and all other appurtenances connected with the water service, or for damage to same or for any other charges, fee or cost imposed under this by-law is in arrears, the Township may transfer the amount remaining unpaid for that property to the collector's roll and collect the amount in the same manner as taxes and subject to the same interest and penalties as for taxes.
- 11.6 Water service connections shall be installed entirely at the expense of the user provided that the Council of the Township may establish flat rate charges for water service connections from time to time.
- 11.7 A flat rate charge for the disconnection of water service connections, as established by the Council of the Township from time to time, shall be paid by the user.
- 11.8 When it is determined that a user is using Township water or sewer services without paying for them they shall be required to pay the Township of Wellington North an amount equal to the current connection fees if such were not previously paid and pay back charges for a period of up to five (5) years or proof of date of connection(s) were made whichever is the lesser time. The rate charged for these services will be at the same rate charged to other similar customers during that period of time.

- 11.9 When it is determined that a user has been under or over charged for water services, the appropriate fee adjustments shall be made retroactive for up to a maximum of one (1) year from the date the error is discovered.

## **12. Restrictions Upon The Outdoor Use of Water**

Schedule 1 attached hereto contains the provisions of Section 12 and forms part of this By-law.

## **13. Special Provisions re Use of Services, Charges or Costs, New Services and Policies**

- 13.1 Storm Water, Drainage and Sump Pumps.  
No person shall cause or allow by any means storm water or other drainage from land (including buildings) owned or controlled by that person to be directed to or flow into the Township's sanitary sewage systems.
- 13.2 Confirmation of Policies.  
The following policies of the Township with respect to municipal services are confirmed:
- (i) It is the Township's policy that the extension of municipal services for new development or existing unserved development will only be undertaken if both the sanitary sewer main and watermain are extended together. The Township will not consider the extension of sanitary sewers or watermain individually.
  - (ii) Council will, by resolution, set aside uncommitted reserve capacity for sewage treatment and water supply to accommodate existing homes and businesses serviced by the extension of municipal services to new development or existing unserved development.
  - (iii) Municipal services will be prioritized and extended to existing unserved development based on available funds, health risks, environmental impacts and proposed developments.
  - (iv) All payments required by the Township for connections to services shall be paid for or provided for in a manner satisfactory to the Township prior to the time when the connection or connections are made.

#### **14. CONNECTIONS TO EXISTING AND NEW SANITARY SEWERS**

14.1 No connection to any Township sanitary sewer system may be made without the permission of the Public Works Department or the Building Department of the Township.

14.1 Upon completion of a connection to any Township sanitary sewer system, no sewage or liquid may be discharged into the system from the building serviced by the connection until a closed circuit television (CCTV) inspection of the pipe from the building to the Township's sewer main has been completed, in form and content and with functionality results satisfactory to and approved by the Township's Public Works Department or the Township's Building Department.

#### **15. FAILURE TO COMPLY AND COST RECOVERY**

15.1 Where a person defaults in complying with a direction, requirement or order under this By-law to do a matter or thing, an officer or agent on behalf of the Municipality may, with such assistance from others as may be required, enter the land on which the contravention occurred at any reasonable time, and carry out such direction, requirement or order at the person's expense.

15.2 In accordance with section 446 of the *Municipal Act, 2001* the Municipality may recover the costs, from the person directed, required or ordered to do a matter or thing under this By-law, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes, and such costs to the tax roll and collecting them in the same manner as property taxes, and such costs shall include interest at an annual rate of 15 per cent.

15.3 For the purpose of subsection 21.2, interest shall be calculated for the period commencing the day the Municipality incurs the costs and ending on the day the costs including the interest are paid in full.

15.4 The amount the Municipality's costs incurred plus interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

#### **16. PENALTIES, OFFENCES AND ENFORCEMENT**

16.1 Subject to subsection 15.2, any person who contravenes a provision of this By-law, and an officer or director of a corporation in the event of a contravention by a corporation, is guilty of an offence and upon conviction is liable to a fine or penalty as follows:

(a) for a first offence, a minimum of \$100.00 and a maximum of \$5,000.00;

(b) for a second offence, a maximum of \$15,000.00; and

(c) for a third or subsequent offence, a maximum of \$30,000.00.

16.2 Any person who contravenes any order made under this By-law, or an officer or director of a corporation in the event of a contravention by the corporation, is guilty of a continuing offence and upon conviction is liable to a daily fine or penalty of a maximum of \$2,500.00 for each day or part of a day that the offence continues, and despite subsection 10 the total of all the daily fines imposed for an offence is not limited by the maximums listed in subsection 15.1.

16.3 If this by-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

(a) prohibiting the continuation or repetition of the offence by the person convicted; and

(b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

16.4 Pursuant to section 441 of the *Municipal Act, 2001* if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, including any extension of time for payment ordered under that section, the Township may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice.

16.5 If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of section 351 of the *Municipal Act, 2001*.

16.6 In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this by-law or a related provincial offence may be added to the tax roll for any property in the Township of Wellington North for which all of the Owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

## 17. REPEAL

17.1 By-laws 55-09, 18-10 and 91-123 are repealed in their entirety.

17.2 Notwithstanding subsection 17.1, the provisions of the By-law 55-09, 18-10 and 91-123 will be deemed to continue in force and effect with respect to any and all orders, appeals or prosecutions issued, filed or commenced under that by-law, and any assessment, rate, charge, tax, fee, liability or penalty outstanding under that by-law may be collected as if that by-law had not been repealed.

**READ A FIRST, SECOND TIME THIS 5TH DAY OF DECEMBER, 2016**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**READ A THIRD AND FINAL TIME THIS 19<sup>TH</sup> DAY OF DECEMBER, 2016**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

## SCHEDULE 1 IMPOSITION OF CONTROLS UPON THE OUTDOOR USE OF WATER

### Definitions

“hand-watering device” means a container that is not connected to a watering device, is used to apply water and is operated by muscular power only;

“Director” means the Township’s Director of Public Works or his or her designate;

“owner” means the occupant or the owner of the premises or their agent;

“person” includes, but is not limited to, an individual, sole proprietorship, partnership, association or corporation;

“Township” means The Corporation of the Township of Wellington North;

“water” except as otherwise defined in this Schedule 1, means water produced, treated or stored by the Township and obtained through a metered or non-metered water distribution system;

“watering device” includes, but is not limited to, a hose bib, hose, pipe, sprinkler, in-ground or above-ground irrigation system or drip irrigation system used to apply water, but does not include a hand-watering device.

### 12.1 Restrictions on Water Use.

12.1.1 The Stage 1 restrictions set out in this Schedule shall be in effect in the geographic areas of the former Village of Arthur and Town of Mount Forest at all times.

12.1.2 On any premises or on the road allowance immediately adjacent to and within the extension of property lines of premises, no owner shall permit any person to irrigate with a watering device and no person shall irrigate with a watering device any lawn, garden, tree, shrub, or other outdoor plant except on the applicable days provided below and except between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 7:00 p.m. and 10:00 p.m. on the applicable days:

- (a) For all premises with even street numbers on even numbered calendar days;
- (b) For all premises with odd street numbers on odd numbered calendar days.

12.1.3 The restrictions with respect to irrigating with a watering device in Section (2) do not apply to:

- (a) Newly planted sod or grass seed forming part of a lawn or newly planted lawn alternative while being installed and during the 24 hours following the



- completion of the installation;
- (b) Lawns treated with any pesticide, herbicide or fertilizer that require irrigation while being treated and during the 24 hours following the treatment.
- (c) The restrictions with respect to irrigating with a watering device in Section (2) do not apply to premises used for retail and wholesale nurseries or bowling greens if the permission of the Manager has first been sought and obtained with respect to the irrigating with a watering device outside of the allowed times and days.

## 12.2 Stage 2 Water Supply Emergency Restrictions.

12.2.1 The Stage 2 water supply restrictions set out in Sections 12.2.2, 12.2.3 and 12.2.4 of this Schedule shall be in effect and shall continue to be in effect for the former Village of Arthur and the former Town of Mount Forest or either of them when the service capacity of any water production well or any water storage tower is reduced or compromised as determined by the Director.

12.2.2 No owner shall do or permit the activities listed in Section 12.2.3 below except on the applicable days provided herein and except between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 7:00 p.m. and 10:00 p.m. on the applicable days, that is:

- (a) For all premises with even street numbers on even numbered calendar days;
- (b) For all premises with odd street numbers on odd numbered calendar days.

12.2.3 For purposes of Section 12.2 no owner shall carry out, engage in, or permit:

- (a) Cleaning with a watering device a vehicle parked on residential premises or on a road allowance immediately adjacent to and within the extension of the boundary lines of residential premises;
- (b) Cleaning with water the exterior of a building or attachments thereto, a driveway or a walkway;
- (c) Irrigating with water a driveway, walkway or roadway;
- (d) Operation of a decorative fountain unless all water used is continuously recycled;
- (e) Cleaning with water or filling with water any decorative fountain or any residential swimming pool, hot tub or garden pond;
- (f) Wasting water when using it outdoors.

12.2.4 No owner shall irrigate with water during a rainfall or permit any person to irrigate with water during a rainfall.

12.2.5 The Director shall give notice of his or her determination under Section 12.2 to the public by any one or more of the following means:

- (a) Publication of notice in a local newspaper or newspapers;
- (b) Radio or television;

- (c) Delivery of notice to affected premises,
- (d) Social media including the Township website,
- (e) Electronic methods including emails or
- (f) Any other means of giving notice that has a reasonable likelihood of coming to the attention of persons who are affected.

### **12.3 Stage 3 Water Supply Prohibitions.**

12.3.1 The Stage 3 water supply prohibitions set out in Sections 12.3.2, 12.3.3, 12.3.4, 12.3.5 and 12.3.6 of this Section shall be in effect and shall continue to be in effect for the former Village of Arthur and the former Town of Mount Forest or either of them when the service capability of any water production well or any water storage tower has declined to the point where the continued supply of sufficient water for the basic needs of the public is in jeopardy as determined by the Director.

12.3.2 No owner shall permit any person to irrigate with water and no person shall irrigate with water any lawn, including newly planted sod or grass seed forming part of a lawn and newly planted lawn alternative, and lawns treated with any pesticide, herbicide or fertilizer.

12.3.3 No owner shall permit any person to irrigate with water and no person shall irrigate with water any garden, tree, shrub or other outdoor plant.

12.3.4 No person shall permit any person to clean with water and no person shall clean with water the exterior of a building or attachments thereto, a driveway or a walkway.

12.3.5 No owner shall permit any person to clean with water and no person shall clean with water a vehicle parked on residential premises or on the road allowance immediately adjacent to and within the extension of the boundary lines of residential premises.

12.3.6 No person shall permit and no person shall:

- (a) Operate a decorative fountain unless all water used is continuously recycled, or fill a decorative fountain;
- (b) Clean with water or fill with water any decorative fountain or any residential swimming pool, hot tub, or garden pond; and
- (c) Waste water when using it outdoors.

12.3.7 The Director shall give notice of his or her determination under Section 12.3 to the public by any one or more of the following means:

- (a) Publication of notice in a local newspaper or newspapers;
- (b) Radio or television;
- (c) Delivery of notice to affected premises,
- (d) Social media including the Township website,
- (e) Electronic methods including emails or

- (f) Any other means of giving notice that has a reasonable likelihood of coming to the attention of persons who are affected.

#### **12.4 Administration and Enforcement**

- 12.4.1 The Director is responsible for the administration of this Schedule 1.
- 12.4.2 This Schedule 1 may be enforced by a municipal law enforcement officer or a provincial offences officer.
- 12.4.3 In the event that water is being used on or from a premises contrary to the provisions of this Schedule 1, the Township may shut off the supply of water to the premises upon giving verbal or other notice to any reasonably available person occupying the premises, or without notice if no one is reasonably available to give notice to. When the owner agrees to comply with the provisions of this Schedule 1, the water supply to the premises shall be restored by the Township provided that the charge established by the Council of the Township from time to time for turning the supply of water back on is paid by the owner, and failing payment in whole or in part the Township may transfer the amount remaining unpaid to the Collector's Roll and collect the amount in the same manner as taxes and subject to the same interest and penalties as for taxes.
- 12.4.4 If any section or sections of this Schedule 1 or parts of it are found by any court to be illegal or beyond the power of council to enact, such section or sections or parts of it shall be deemed to be severable and all other sections or parts of this Schedule 1 shall be deemed to be separate and independent and shall continue in full force.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**BY-LAW NUMBER 094-16**

**A BY-LAW TO REQUIRE OWNERS OF BUILDINGS TO**  
**CONNECT SUCH BUILDINGS**  
**TO SEWAGE WORKS IN THE TOWNSHIP OF WELLINGTON NORTH**

**WHEREAS** IT IS DEEMED EXPEDIENT BY THE Township of Wellington North to pass a By-law requiring the owners of all buildings in the municipality within the designated urban boundaries of the former Village of Arthur and the former Town of Mount Forest as defined in the County of Wellington Official Plan, as amended from time to time, to connect such buildings to the public sanitary sewer system and sewage works;

**AND WHEREAS** such By-law may provide for exempting owners of buildings, or any such class or classes thereof as may be specified in the By-law in the municipality or in any defined area thereof from the application of the provisions of the By-law requiring the connection of such buildings or such class or classes thereof to the sewage works of the municipality upon payment by the owner to the municipality of such amounts or of amounts computed by such method as may be provided for in the By-law, and the amounts or method of computation provided may be different for owners of different classes of buildings, and the By-law may provide for the manner in which and the period for which the payments may be made:

**NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY ENACTS AS FOLLOWS:**

**Definitions**

“building” means and includes any building, trailer, or other covering or structure used or intended for supporting or sheltering any use or occupancy with the land and premises appurtenant thereto which:

is located within 50 metres of a main sanitary sewer;

is located on a parcel of land abutting on a public highway, street or municipal easement in which a sewage works is located or a parcel of land not more than 0.30 metres from a public highway, street or municipal easement in which a sewage works is located;

is serviced by an on-site sewage/septic system that is deemed a significant drinking water threat as defined by the Source Protection Plan, as amended from time to time, for the Grand River Source Protection Area and the Saugeen Valley Source Protection Area, is located in a vulnerable well head protection area (WHPA) for a municipal drinking water well where the vulnerability score is 10 as defined in the Source Protection Plans, as amended from time to time, for the Grand River and Saugeen Valley Source Protection Areas and the Clean Water

Act as amended from time to time and is located within 100 metres of a main sanitary sewer, and

- (i) contains, or is required by any other By-law, regular or statute to contain, any sleeping, eating or food preparation facilities;
- (ii) contains or is required by any other By-law, regulation or statute to contain, any washing or toilet or cleaning facilities;
- (iii) is connected, or is required by any other By-law, regulation or statute to be connected, to a water supply, or waterworks;
- (iv) is connected to is required by any other By-law, regulation or statute to be connected, to a drain or sewage works, or
- (v) which is a source of sewage; other than a barn used for agricultural purposes and which contains no sleeping accommodation for persons;

“connect” means to install a connection;

“connection” means a connection to a sewage works system including the service pipe from the interior face of the outer wall of a building to:

the street line where a service line has been installed from the main sanitary sewer to the street line; or

the main sanitary sewer where a service line has not been so installed, and if the property on which the building is located is the source of different types of sewage which are required to be delivered separately to the sewage works, connection includes separate connections for the different types of sewage;

“cost” includes the cost of restoring any property disturbed or damaged in the course of making a connection and the cost of design, if any, materials, labour and supervision of the connection incurred after the date of sending a Notice and includes the amount of expense charges by the Municipality to the owner when the Municipality makes a connection at the expense of the owner;

“Council” means the Council of The Corporation of the Township of Wellington North;

“main combined sewer” means a main sewer for the collection of both sewage and storm water;

“main sanitary sewer” means a main sewer for the collection of sewage;

“main sewer” means that part of the sewage works of the municipality consisting of the public sewers including their branches;

“main storm sewer” means a main sewer for the collection of storm water;

“Municipality” means The Corporation of the Township of Wellington North;

“Notice” means a notice given pursuant to this By-law requiring a connection to be made;

“owner” means the owner of a building and includes the registered owner of, the person shown on the assessment roll as owner of, and the actual owner of a building or any property on which a building is located;

“sewage” shall mean any liquid waste containing animal, vegetable or mineral matter in suspension or solution, and includes drainage from all sinks, tubs, toilets and washing facilities but does not include storm water;

“sewage works” shall mean and include any main sewer, main combined sewer, main sanitary sewer or main storm sewer operated and maintained by or on behalf of the Municipality for the acceptance, collection, transmission, or disposal of sewage, and storm water;

“storm sewer” shall mean rain water, melted snow, ice and water in the subsoil or roof and parking lot runoff;

“vulnerable well head protection area” shall mean property or a portion thereof where the vulnerability score for a municipal water supply, as determined by the Source Protection Plan, as amended from time to time, for the Grand River and Saugeen Valley Source Protection Areas, is 10, as defined in the Source Protection Plans, as amended from time to time, for the Grand River and Saugeen Valley Source Protection Areas and the Clean Water Act as amended from time to time;

“significant drinking water threat” shall have the same meaning as the definition under the Clean Water Act;

“wellhead protection area” has the meaning prescribed by the regulations under the Clean Water Act as amended from time to time;

1. Every owner of a building shall connect the building to the sewage works of the Municipality.
- 2.1 Any connection required to be made by an owner under this By-law shall be made:
  - (a) within nine months of the mailing of a Notice to the owner by registered mail to the last known address, requiring the connection to be made, or within such periods of time, if any, as are granted by Council as an extension pursuant to the provisions of this By-law but not later than July 1, 2021, and

- (b) in accordance with the requirements of the Notice and any By-law, regulation or statutes governing such connection.
- 2.2 Any Notice hereunder:
- (a) shall require the owner to make the connection to the satisfaction of the Municipality;
  - (b) shall advise the owner:
    - (i) the date on which the nine months period expires, and
    - (ii) that if the owner fails to make the connection as required, the Municipality has the right to make it at the Owner's expense and to recover the expense by action or in like manner as municipal taxes;
  - (c) shall make reference to this By-law; and
  - (d) shall require the owner to decommission any on-site sewage/septic system at the time of connection to the main sanitary sewer to the satisfaction of the Municipality's Chief Building Official.
- 2.3 A Notice hereunder may classify different types of sewage and require that such types be drained through separate connections into specified sewers.
- 2.4 If a building is connected only to one sewer and separate sewers for different types of sewage are available, or made available to serve the land on which the building is located, the Notice hereunder may, if the building or the land on which the building is located is or may be a source of sewage of more than one classified type, require the owner to connect the building to the sewage works in such manner that the different types of sewage are drained separately into the sewers specified in the Notice.
- 2.5 If a building or property on which it is located is being connected to a sewage works for the first time and separate sewers for different types of sewage are available or Council has determined that such separate sewers will be made available in the future, the owner may be required by the Notice to make separate connections for the different types of sewage and if a fee is charged for each connection to a sewer only one connection fee may be charged if separate connections to the same sewer are required by the Notice.
- 2.6 Council shall offer an incentive to the residents of existing homes of 50% of the cost to connect their sump pump to the storm sewer, up to a maximum of \$250.00/connection. To receive the incentive payment, the installation must be complete and in accordance with the Municipality servicing standard and once completed the homeowner must submit a copy of their invoice verifying the cost of the project and payment in full of same.
- 2.7 This By-law does not limit the operation of any By-law, regulation or statute regulating or prohibiting the types and contents of waste or other material which may be drained into a sewer or sewage works.
- 3.1 Where there are a main sanitary sewer and a main storm sewer available in the land to which a building is appurtenant or within 50 metres of such land that is

not located in a vulnerable well head protection area or within 100 m of such land and that is located in a vulnerable well head protection area and accessible by a street or lane:

- (a) the drains for sewage from the building shall be connected to a main sanitary sewer;
  - (b) roof drainage systems of the building shall be discharged to the surface of the ground and not directly connected to a storm or sanitary sewer;
  - (c) the drains for foundation drainage systems including sump pump discharges from a building shall be connected to a main storm sewer; and
  - (d) the drains for storm water shall be connected to the main storm sewer.
- 3.2 Where there is only a main sanitary sewer available in the land on which a building is located, or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land and that is located in a vulnerable well head protection area and accessible by a street or lane, the drains for sewage from the building shall be connected to the main sanitary sewer.
- 3.3 Where there is only a main storm sewer available in the land on which a building is located or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land that is located in a vulnerable well head protection area and accessible by street or lane, the drains for storm water excluding roof drainage systems of the building shall be connected to the main storm sewer. Storm water from foundation drainage including sump pump discharges shall be discharged to a main storm sewer.
- 3.4 Where there is only a main combined sewer available in the land on which a building is located, or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land that is located in a vulnerable well head protection area and accessible by street or lane, the drainage for the building shall be by separate drains for sewage and for storm water including the roof and foundation drainage and each drain shall be connected to the place of disposal at the main combined sewer.
- 4.1 Council may, on the application of an owner to whom Notice has been sent, grant an extension of the period of nine months within which the connection must be made.
- 4.2 An extension, if granted, must not be for a period longer than two years from the end of the nine month period provided by the Notice.
- 4.3 If the first extension is for a period of less than two years one further extension with an expiry date no more than two years from the end of the original nine month period provided by the Notice may be granted by Council and no further extension may be granted.



- 5.1 If the owner fails to make a connection required by a Notice within the nine month period or such extended period permitted hereunder, as Council grants, the Municipality may make the connection at the expense of the owner and for this purpose may enter into and upon the property of the owner.
- 5.2 The cost of making such connection shall be a lien or charge as municipal taxes upon the land in respect of which the connection was made, shall be added to the Tax Collector's Roll by the Clerk of the Municipality and shall be collected in the same manner as overdue taxes and shall bear interest from the date the first demand for payment is made at the same rate as overdue taxes.
- 6.1 The owner of a building affected by this By-law, where the building is not located in a vulnerable well head protection area, may be exempted from the provisions of Section 1 upon a request for Exemption Application (Form 1) having been received by the Clerk of the Municipality and the owner requesting exemption shall be billed monthly a flat charge equal to 100% of the minimum residential sewage service rate as determined from time to time by the Municipality in lieu of user rates.
- 6.2 The owner of a building affected by this By-law, where the building is located in a vulnerable well head protection area, may be exempted from the provisions of Section 1 upon a request for Exemption Application (Form 1) having been received by the Treasurer of the Municipality and the owner requesting the exemption shall be billed as indicated in Section 6.1 above provided the estimated cost of the main sanitary sewer connection exceeds three (3) times the estimated cost of an advanced on-site sewage/septic system that is sized appropriately for the calculated daily design flow.
7. For an owner to be continued to be entitled to the exemption, the owner must have paid the bills issued under Section 6.1 and 6.2 as they fall due.
8. The owner of a building electing to be exempt under Section 6.1 and 6.2, shall, within twenty-one days of Notice, return to the Clerk of the Municipality a Request for Exemption Application (Form 1), approval by the Ministry of Environment and Climate Change, or the Municipality's Chief Building Official (CBO), or pursuant to applicable Sections of the Environmental Protection Act and its Regulations as amended from time to time and the Ontario Water Resources Act and its Regulations as amended from time to time.
9. When an owner who has been making payments under Sections 6.1; 6.2 and 7 of this By-law connects the building to the sanitary sewage works his charges for sanitary sewage service rates shall be credited with any amount paid under Sections 7 and 8 with respect to the time period after the sanitary sewage connection is made.
10. **PENALTIES, OFFENCES AND ENFORCEMENT**
- 10.1 Subject to subsection 10.2, any person who contravenes a provision of this By-law, and an officer or director of a corporation in the event of a contravention by a corporation, is guilty of an offence and upon conviction is liable to a fine or

penalty as follows:

- (a) for a first offence, a minimum of \$100.00 and a maximum of \$5,000.00;
  - (b) for a second offence, a maximum of \$15,000.00; and
  - (c) for a third or subsequent offence, a maximum of \$30,000.00.
- 10.2 Any person who contravenes any order made under this By-law, or an officer or director of a corporation in the event of a contravention by the corporation, is guilty of a continuing offence and upon conviction is liable to a daily fine or penalty of a maximum of \$2,500.00 for each day or part of a day that the offence continues, and despite subsection 10 the total of all the daily fines imposed for an offence is not limited by the maximums listed in subsection 10.
- 10.3 If this by-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,
- (a) prohibiting the continuation or repetition of the offence by the person convicted; and
  - (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.
- 10.4 Pursuant to section 441 of the *Municipal Act, 2001* if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, including any extension of time for payment ordered under that section, the Municipality may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice.
- 10.5 If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of section 351 of the *Municipal Act, 2001*.
- 10.6 In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this by-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the Owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

**11. REPEAL**

- 11.1 By-laws [insert numbers for sewer use, water use connection, and sewer connection) are repealed in their entirety.
- 11.2 Notwithstanding subsection 11.1, the provisions of By-law (insert number) will be deemed to continue in force and effect with respect to any and all orders, appeals or prosecutions issued, filed or commenced under that by-law, and any assessment, rate, charge, tax, fee, liability or penalty outstanding under that by-law may be collected as if that by-law had not been repealed.

**12. EFFECTIVE DATE**

- 12.1 This By-law shall take effect on the date of its final passage by Council.

**READ A FIRST AND SECOND TIME ON THIS 5TH day of DECEMBER 2016.**

\_\_\_\_\_  
**ANDREW LENNOXMAYOR**

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

**READ A THIRD TIME AND FINALLY PASSED  
THIS 19TH day of DECEMBER, 2016**

\_\_\_\_\_  
**ANDREW LENNOXMAYOR**

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



---

Checked By

Date

iii) The above request for exemption from connection was considered by Council at a meeting held on \_\_\_\_\_ . The request was approved/not approved by a vote of \_\_\_\_\_ .

iv) Property owner advised of Council's decision by letter dated \_\_\_\_\_ .

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

## **BY-LAW NUMBER 095-16**

**BEING A BY-LAW TO PROVIDE FOR SEWER USE IN THE TOWNSHIP OF  
WELLINGTON NORTH**

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

### **INTRODUCTION**

This Bylaw outlines controls for the discharge of pollutants to the sewer system. The objectives of the bylaw are to:

- Protect the sewer collection system from corrosion, other damage and obstruction
- Protect the wastewater treatment process from upset
- Protect the public, municipal workers and property from hazardous conditions (such as explosions)
- Assist optimum wastewater system efficiency by preventing uncontaminated water from entering the system
- Protect wastewater sludge quality
- Protect the environment from contaminants that are not removed by the public treatment system(s)
- Assist the Municipality in maintaining compliance with the operating conditions established by the Province of Ontario.
- Protect sources of drinking water as required by applicable Source Water Protection Plans and the Clean Water Act

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## 1. DEFINITIONS

As used in this bylaw, the following terms shall have the meanings indicated:

Accredited Laboratory - Any laboratory accredited by an authorized accreditation body in accordance with a standard based on “CAN-P-1585: Requirements for the Accreditation of Environmental Testing Laboratories” established by the Standards Council of Canada, as amended, or “ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories” established by the International Organization for Standardization, as amended.

Best Management Practices (BMP) — An integrated plan to control and reduce the release of restricted and Prohibited Waste into the Wastewater Works to a practicable extent, through methods including physical controls, Pretreatment Processes, operational procedures and staff training.

Biochemical Oxygen Demand (BOD) - The five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in Standard Methods.

Biomedical Waste - Biomedical Waste as defined in the Ministry publication entitled “Guideline C-4: The Management of Biomedical Waste in Ontario” dated November 2009, as amended from time to time.

Blowdown Water - Recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system.

Chemical Oxygen Demand (COD) - A measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic Matter.

Clear-Water Waste - Includes Non-Contact Cooling Water and other water that has not come into contact with Wastewater contaminant sources.

Code Of Practice - means a set of practices applicable to specific Industrial, commercial or institutional sector operations; a Code of Practice identifies mandatory procedures, equipment, training or other provisions required as a condition of Wastewater discharge into the sewer system by the specified sector discharger.

Combined Sewer - A sewer intended to function simultaneously as a Storm Sewer and a sanitary Sewer.

Combustible Liquid - A liquid that has a flash point not less than 37.8 degrees Celsius, and not greater than 93.3 degrees Celsius.

Compliance Program – The necessary steps undertaken by a discharger to bring Wastewater discharged into the municipal sewer into compliance with the terms and conditions of this Bylaw or related permit. Compliance Programs are applicable to existing dischargers only; new discharges must fully comply with the requirements of this bylaw.

Composite Sample - A volume of Wastewater, Storm Water, Uncontaminated Water, clear-water or effluent made up of three or more Grab Samples that have been combined automatically or manually and taken at intervals during the sampling periods.

Connection or Drain - That part or those parts of any pipe or system of pipes leading directly to a Wastewater Works.

Cooling Water - Water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product, but does not include Blowdown Water.

Dental Amalgam - A dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.

Dental Amalgam Separator - Any technology, or combination of technologies, designed to separate Dental Amalgam particles from dental operation Wastewater.

Designated Sector Operations – means Industrial, commercial or institutional sectors required to adopt Codes of Practice.

Designated Sewer Officer - The person appointed by the Municipality, and his or her successors or his or her duly authorized representative. (Note the Designated Sewer Officer may hold the position of Director of Public Works, Chief Administrative Officer, Chief Building Official or other position suitable to the organization of the community.)

Domestic Wastewater - Waste produced on a residential premises, or sanitary waste and Wastewater from showers and restroom washbasins produced on a non-residential property.

Extra Strength - Refers to Wastewater released to the sewer that is higher in concentration for one or more constituent concentrations set out in Schedule B or containing constituents identified in Schedule B.

Flow Monitoring Point – An access place to the sewer service for the purpose of:

- 1) Measuring the rate or volume of Wastewater, Storm Water, clear water waste or Subsurface Water released from the premises; and
- 2) Collecting representative samples of the Wastewater, Storm Water, clear water waste or Subsurface Water released from the premises.

Fuels – Alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.

Grab Sample – A volume of Wastewater, Storm Water, Uncontaminated Water or effluent which is collected over a period not exceeding 15 minutes.

Ground Water – Water beneath the earth's surface accumulating as a result of seepage.

Hauled Waste – Any Industrial waste which is transported to and deposited into any location in the Wastewater Works, excluding Hauled Wastewater.

Hauled Wastewater – Waste removed from a Wastewater system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a Wastewater holding tank.

Hazardous Substances –

- A. Any substance or mixture of substances, other than a Pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity; and
- B. Any substance that is designated as a hazardous industrial waste, hazardous waste or hazardous waste chemical within the meaning of Ontario Regulation 347 as amended from time to time.

Hazardous Waste – Any Hazardous Substance disposed of as waste within the meaning of Ontario Regulation 347 as amended from time to time.

Ignitable Waste – Ignitable waste within the meaning of Ontario Regulation 347.

Industrial – Of or pertaining to manufacturing, commerce, trade, business or Institutions as distinguished from domestic or residential.

Industry – Any owner or operator of Industrial, commercial or institutional premises from which there is a discharge of any Matter directly or indirectly into a Sanitary Sewer, Combined Sewer or Storm Sewer of the Municipality.

Inspector – A person authorized by the Municipality to carry out observations and inspections and take samples as prescribed by this bylaw.

Institution – A facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, or military bases. Some of these facilities produce non-residential discharges to sewers from, for example, laboratories, chemical use, Industrial processes.

Matter – Includes any solid, liquid or gas.

Monitoring Access Point – An access point, such as a chamber, in a Private Sewer Connection to allow for observation, sampling and flow measurement of the Wastewater, Uncontaminated Water or Storm Water therein.

Municipality – means The Corporation of the Township of Wellington North.

Municipal Sewer Connection – That part of any Drain leading from the Private Sewer Connection and connected to the municipal sewer and located within the limits of the public road allowance, or other public lands or public land interests held for sewerage purposes.

Multiple Municipal Sewer Connection – A Municipal Sewer Connection providing service to two or more premises.

Non-Contact Cooling Water – Water which is used to reduce temperature for the purpose of cooling and which does not come into direct contact with any raw material, intermediate or finished product other than heat.

Non-Domestic Wastewater – All Wastewater except Domestic Wastewater, Storm Water, Uncontaminated Water, and Septic Tank Waste.

Ontario Regulation 347 – R.R.O. 1990, Ontario Regulation 347 – General Waste Management as amended from time to time under the Environmental Protection Act (Ontario).

Oil And Grease – *n*-Hexane extractable Matter as described in Standard Methods.

Pathological Waste – Pathological Waste within the meaning of Ontario Regulation 347.

PCBs – Any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them.

Person - An individual, association, partnership, corporation, Municipality or an agent or employee of such a person.

Pesticide – A Pesticide regulated under the Pesticides Act (Ontario).

Pollution Prevention – The use of processes, practices, materials, products or energy that avoid or minimize the creation of pollutants and wastes, at the source.

Pollution Prevention Plan - A detailed plan that identifies operations or activities of an owner or operator of commercial, institutional or Industrial premises identifying specific Pollution Prevention methods to be implemented within a specific time frame.

Pollution Prevention Plan Summary - A summary of the Pollution Prevention Plan and a brief summary of an owner's or operator's progress towards its Pollution Prevention goals.

Pretreatment - The reduction, elimination or alteration of pollutants in Wastewater prior to discharge into the Sanitary Sewer. This reduction or alteration can be obtained by physical, chemical, or biological processes, through Pollution Prevention, or by other means, except by diluting the concentration of the pollutants.

Pretreatment Processes - one or more treatment processes or devices designed to remove sufficient Matter from Wastewater discharged into the municipal sewer to enable compliance with effluent limits established in this Bylaw. Pretreatment Processes prevent or reduce and control the discharge or deposit of Matter from the discharger's premises into the Municipal Sewer Connection.

Private Sewer Connection - That part of any Drain or system of Drains, including Drains or Subsurface Drainage Pipe for surface or subsurface drainage of the land in or adjacent to a building, lying within the limits of the private lands and leading to a Municipal Sewer Connection whose responsibility for maintenance is the property owner's.

Prohibited Waste – means Prohibited Waste as defined in Schedule “A” to this bylaw.

Reactive Waste – A substance that:

- A. Is normally unstable and readily undergoes violent changes without detonating;
- B. Reacts violently with water;
- C. Forms potentially explosive mixtures with water;
- D. When mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- E. Is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- F. Is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
- G. Is readily capable of detonation or explosive decomposition or reaction at standard temperature

- and pressure; or
- H. Is an explosive(Class 1) within the meaning of Section 2.9 of the Transportation of Dangerous Goods regulations made under the Transportation of Dangerous Goods Act, 1992 (Canada) as defined in the regulations under Ontario Regulation 347 as amended.
- I. Is a reactive waste within the meaning of Ontario Regulation 347.

Restricted Waste – means Restricted Waste as defined in Schedule “B” to this bylaw

Sampling Port – A valve, tap, or similar device on equipment, a Drain pipe or at another suitable location, to allow for sampling, consistent with technical guidelines that the Municipality may establish from time to time.

Sanitary Sewer – A sewer for the collection and transmission of domestic or Industrial Wastewater or any combination thereof.

Sediment -- Solid fragments of inorganic or organic material that come from the weathering of rock and are carried and deposited by water or ice including but not limited to soil, sand and gravel.

Septic Tank Waste – any Waste extracted from a cesspool, septic tank, sewage holding tank, seepage pit, interceptor or other containment for human excretion and wastes.

Sewage – means any liquid waste containing animal, vegetable or mineral Matter in solution or in suspension, except Uncontaminated Water.

Spill – A direct or indirect discharge into the Wastewater Works, Storm Sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge.

Standard Methods – A procedure or method set out in *Standard Methods for the Examination of Water and Wastewater* published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, recent or latest edition or approved in writing by the Designated Sewer Officer.

Storm Sewer – A sewer for the collection and transmission of Uncontaminated Water, Storm Water, drainage from land or from a Watercourse or any combination thereof but excluding, any portion of a Combined Sewer works.

Storm Water – The water running off the surface of a drainage area during and immediately after a period of rain or snow melt.

Subsurface Drainage Pipe – A pipe that is installed underground to intercept and convey Subsurface Water, and includes foundation drain pipes.

Subsurface Water – Groundwater including foundation drain water.

Total Suspended Solids (TSS) – Insoluble Matter in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods.

Total PAHs – The total of all of the following polycyclic aromatic hydrocarbons: Acenaphthenes, acenaphthylenes, anthracenes, benzo(a)anthracenes, benzo(a)pyrenes, benzo(b)fluoranthenes, benzo(g,h,i,)perylene, benzo(k)fluoranthenes, chrysenes, dibenzo(a,h)anthracenes, fluoranthenes, fluorenes, indeno(1,2,3-cd)pyrenes, methylnaphthalenes, naphthalenes, phenanthrenes, pyrenes, acridine and quinoline.

Toxic Substance – any substance defined as toxic under the *Canadian Environmental Protection Act, 1999*, as amended from time to time and within the meaning of Ontario Regulation 455/09 as amended from time to time under the *Toxics Reduction Act, 2009*.

Uncontaminated Water – Water with a level of quality which is typical of potable water normally supplied by the Municipality.

Waste Disposal Site Leachate – The liquid containing dissolved or suspended contaminants which emanates from waste (solid waste or garbage) and is produced by water percolating through waste or by liquid in waste.

Waste Radioactive Substances – Substances defined in the *Nuclear Safety and Control Act (Canada)* and the regulations passed thereunder, as amended from time to time.

Wastewater – means the composite of water and water-carried wastes from residential, commercial, Industrial or institutional premises or any other source.

Wastewater Sludge – Solid material recovered from the Wastewater treatment process.

Wastewater Treatment Facility – means any structure or thing used for the physical, chemical, biological or radiological treatment of Wastewater, and includes sludge treatment, Wastewater Sludge storage and disposal facilities.

Wastewater Works – Any works for the collection, transmission, treatment and disposal of Wastewater, Storm Water or Uncontaminated Water, including a Combined Sewer, Sanitary Sewer or Storm Sewer, or any part of such works, but does not include plumbing or other works to which the applicable Building Code applies.

Watercourse – An open channel, ditch or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.

## **2. SANITARY AND COMBINED SEWER REQUIREMENTS**

- 2.1 No person shall release, or permit the release of, any matter into the sanitary or combined sewer system wastewater works except:
- 2.1.1 Domestic wastewater;
  - 2.1.2 Non-domestic wastewater that complies with the requirements of this bylaw;
  - 2.1.3 Hauled wastewater, including septage, that complies with the requirements of this bylaw, or where a Waste Discharge Permit has been issued by the Designated Sewer Officer;
  - 2.1.4 Storm water, clear-water waste, subsurface water or other matter where a Waste Discharge Permit has been issued by the Designated Sewer Officer; or
  - 2.1.5 Extra Strength matter where an Extra Strength Surcharge Agreement is in place.
- 2.2 No person shall release, or permit the release of, any prohibited substance listed in Schedule 'A' of this bylaw.

- 2.3 No person shall release, or permit the release of, any restricted substance which exceeds the respective concentrations listed in Schedule 'B' of this bylaw into the wastewater works.
- 2.4 If required by the Municipality, all non-domestic and hauled wastewater dischargers shall complete and submit Form 1 "Abbreviated Discharger Information Report" (Appendix A) to the Municipality.
- 2.5 If required by the Municipality, non-domestic and hauled wastewater dischargers shall complete and submit Form 2 "Complete Discharger Information Report" (Appendix A) to the Municipality.
- 2.6 If required by the Municipality, non-domestic and hauled wastewater dischargers shall not discharge to the sanitary sewer system until the discharger has obtained Form 3 "Waste Discharge Permit" (Appendix A) from the Designated Sewer Officer.
- 2.7 The Designated Sewer Officer may issue, and amend, a Waste Discharge Permit to allow the discharge of non-domestic waste and hauled wastewater into a sewer upon such terms and conditions as the Designated Sewer Officer considers appropriate and, without limiting the generality of the foregoing, may in the Waste Discharge Permit:
- 2.7.1 Place limits and restrictions on the quantity, composition, frequency and nature of the waste permitted to be discharged;
- 2.7.2 Require the holder of a Waste Discharge Permit to repair, alter, remove, or add to works or construct new works; and
- 2.7.3 Provide that the Waste Discharge Permit will expire on a specified date, or upon the occurrence of a specified event.
- 2.8 The Designated Sewer Officer may issue a Discharge Abatement Order to:
- 2.8.1 Require a person to alter the quantity, composition, duration and timing of the discharge or cease discharge of non-domestic waste or hauled wastewater to a sewer or wastewater facility;
- 2.8.2 Include any terms or conditions that could be included in a Waste Discharge Permit;
- 2.8.3 Shut down all non-compliant releases.
- 2.9 The Designated Sewer Officer may amend or cancel a Discharge Abatement Order.

### **3. STORM SEWER REQUIREMENTS**

- 3.1 No person shall discharge or deposit or cause or permit the discharge or deposit of matter of a kind listed below into or in land drainage works, private branch drains or connections to any storm sewer:
- 3.1.1 matter of any type or at any temperature or in any quantity which may:
- (a) interfere with the proper operation of a storm sewer;
- (b) obstruct a storm sewer or the flow therein;
- (c) result in a hazard to any person, animal, property or vegetation;

- (d) impair the quality of the water in any well, lake, river, pond spring, stream, reservoir or other water or watercourse; or
- (e) result in the contravention of an approval, requirement, direction or other order under the Ontario Resources Act or the Environmental Protection Act (Ontario) with respect to the storm sewer or its discharge; and

3.1.2 without limiting the generality of the foregoing, any of the following:

- (a) water at a temperature greater than 40 degrees Celsius;
- (b) water having a pH less than 6.0 or greater than 9.0;
- (c) water containing more than 15 milligrams per litre of suspended solids;
- (d) water containing dyes or colouring material which discolour the water;
- (e) water containing solvent extractable matter of animal or vegetable origin or of mineral or synthetic origin which causes a visible film, sheen or discolouration on the water surface;
- (f) water containing any of the following in excess of the indicated concentrations:
  - 200 micrograms / litre  
Chromium expressed as Cr
  - 50 micrograms / litre  
Zinc expressed as Zn  
Lead expressed as Pb  
Nickel expressed as Ni
  - 10 micrograms / litre  
Copper expressed as Cu
  - 1 microgram / litre  
Cadmium expressed as Cd  
Mercury expressed as Hg
  - 200 per 100 millilitres  
Fecal coliforms
- (g) the following matter in any amount:
  - Sewage
  - Cooling water
  - Blowdown water
- (h) the following materials in any amount:
  - Automotive or machine oils and greases
  - Fuels
  - Paints and Organic Solvents including but not limited to carbon tetrachloride, chloroform, methylene chloride (Dichloromethane) or pentachlorophenol.
  - PCBs
  - Pesticides
  - Severely Toxic Materials
  - Waste Disposal Site Leachate
  - Waste Radioactive Materials
  - Dense Non-Aqueous Phase Liquids (DNAPLs) including but not limited to Dioxane-1,4, one or more Polycyclic Aromatic Hydrocarbons (PAHs), Tetrachloroethylene (PCE), Trichloroethylene or another DNAPL that could degrade to Trichloroethylene, Vinyl Chloride or another DNAPL that could degrade to Vinyl Chloride.
- (i) the following hazardous wastes in any amount:



- Acute Hazardous Waste Chemicals
- Hazardous Industrial Wastes
- Hazardous Waste Chemicals
- Ignitable Wastes
- Pathological Wastes
- PCB Wastes
- Prohibited waste
- Reactive wastes

3.2 Clause 3.1.2 (g) does not apply to prevent the discharge of once-through cooling water or blowdown when,

3.2.1 the once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or Environmental Compliance Approval or order relating to the premise under the Environmental Protection Act (Ontario) or the Ontario Water Resources Act which expressly allows the discharge;

3.2.2 the owner or operator of the premises has written approval from the municipality which expressly authorizes the discharge from the premises; and

3.2.3 a copy of the certificate of approval or Environmental Compliance Approval or order referred to in clause (a) has been provided to the municipality.

3.3 The provisions of Clause 3.1.2, apply only to:

- the discharge of stormwater runoff from industrial process areas to a storm sewer,

and

- any stormwater discharge to a storm sewer to which the matter prohibited by section 3.1 has been added for the purpose of disposing of the matter.

3.4 The provisions of Clauses 3.1.2(c)(d)(e)and (f) do not apply to prevent the discharge of stormwater runoff from industrial process areas to a storm sewer when,

3.4.1 the owner or operator of the premises has a certificate of approval or Environmental Compliance Approval or order relating to the premises under the Environmental Protection Act (Ontario) or the Ontario Water Resources Act which expressly allows the discharge and a copy of the certificate of approval or Environmental Compliance Approval or order has been provided to the municipality; or

3.4.2 the owner or operator of the premises has written approval from the municipality for a Best management practices Plan (BMP).

3.5 No person shall release, or permit the release of, any prohibited substance listed in Schedule 'A' of this bylaw into or in land drainage works, private branch drains or connections to any storm sewer.

#### **4. PROHIBITION OF DILUTION**

4.1 No person shall discharge directly or indirectly, or permit the discharge or deposit of wastewater into a sanitary sewer or combined sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with Schedule "A" or Schedule "B" of this bylaw.

- 4.2 No person shall discharge directly or indirectly, or permit the discharge or deposit of matter into a storm sewer where water has been added to the discharge for the purposes of dilution to achieve compliance with Section 3 of this bylaw.

## **5. SAMPLING**

- 5.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater, storm water or uncontaminated water, the sample may:
- 5.1.1 be collected manually or by using an automatic sampling device;
  - and
  - 5.1.2 contain additives for its preservation.
- 5.2 For the purpose of determining compliance with Schedule B or Section 3, discrete wastewater streams within premises may be sampled, at the discretion of the Designated Sewer Officer.
- 5.3 Any single grab sample may be used to determine compliance with Schedules A and B or Section 3.
- 5.4 All tests, measurements, analyses and examinations of wastewater, its characteristics or contents pursuant to this Bylaw shall be carried out in accordance with "Standard Methods" and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Designated Sewer Officer as agreed in writing prior to sample analysis.

## **6. DISCHARGER SELF-MONITORING**

- 6.1 The discharger shall complete any monitoring or sampling of any discharge to a wastewater works as required by the Municipality, and provide the results to the Municipality in the form specified by the Municipality.
- 6.2 The obligations set out in or arising out of 6.1 shall be completed at the expense of the discharger.

## **7. ADDITIONAL REQUIREMENTS**

### **7.1 FOOD-RELATED GREASE INTERCEPTORS**

- 7.1.1 Every owner or operator of a restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to a sanitary or combined sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the sanitary or combined sewer in excess of the provisions of this bylaw. Grease interceptors shall not discharge to storm sewers.
- 7.1.2 The owner or operator of the premises as set out in this Subsection shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be

installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor shall meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.2, as amended.

- 7.1.3 All oil and grease interceptors shall be maintained according to the manufacturer's recommendations. The testing, maintenance and performance of the interceptor shall meet the requirements of CAN/CSA B-481 (latest revision). Traps should be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency should not be less than every four weeks. Maintenance requirements should be posted in the workplace in proximity to the grease interceptor.
- 7.1.4 A maintenance schedule and record of maintenance shall be available to the Designated Sewer Officer upon request for each interceptor installed.
- 7.1.5 The owner or operator of the restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, shall, for a minimum of two years, keep necessary documents of proof for interceptor clean-out and oil and grease disposal and provide it to the Designated Sewer Officer upon request.
- 7.1.6 Emulsifiers shall not be discharged to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of Oil and Grease through a Grease Interceptor.
- 7.1.7 In the case of failure to adequately maintain the grease interceptor to the satisfaction of the Designated Sewer Officer, the Designated Sewer Officer may require an alarmed monitoring device to be installed, at the expense of the owner, in accordance with specifications of CAN/CSA B-481 (latest revision).

## **7.2 VEHICLE AND EQUIPMENT SERVICE OIL AND GREASE INTERCEPTORS**

- 7.2.1 Every owner or operator of a vehicle or equipment service station, repair shop or garage or of an industrial, commercial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the sanitary discharge is directly or indirectly connected to a sewer shall install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the sanitary or combined sewer in excess of the limits in this bylaw.
- 7.2.2 The owner or operator of the premises as set out in Section 7.2.1 shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI).
- 7.2.3 All oil and grease interceptors and separators shall be maintained in good working order and according to the manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level.

- 7.2.4 A maintenance schedule and record of maintenance shall be available to the Designated Sewer Officer upon request for each oil and grease interceptor installed.
- 7.2.5 The owner or operator of the premises as set out in Subsection 7.2.1, shall, for a minimum of two years, keep necessary documents of proof for interceptor clean-out and oil and grease disposal and provide it to the Designated Sewer Office upon request.
- 7.2.6 Emulsifiers shall not be discharged to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an oil and grease interceptor.
- 7.2.7 In the case of failure to adequately maintain the oil and grease interceptor to the satisfaction of the Designated Sewer Officer, the Designated Sewer Officer may require an alarmed monitoring device to be installed, at the expense of the owner.

### **7.3 SEDIMENT INTERCEPTORS**

- 7.3.1. Every owner or operator of the premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the drain or sewer in excess of the limits in this bylaw.
- 7.3.2 Catch basins installed on private property, for the premises noted above in 7.3.1, for the purposes of collecting storm water and carrying it into the storm sewers shall be equipped with an interceptor and the installation of these catch basins on private property shall comply with the Municipality's Standard Construction Specifications and Drawings, as they may be amended from time to time.
- 7.3.3 All sediment interceptors shall be maintained in good working order and according to manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- 7.3.4 The owner or operator of a premises as set out in Section 7.3.1, shall, for a minimum of two years, keep necessary documents of proof for interceptor clean-out and sediment disposal and provide these documents to the Designated Sewer Officer upon request.
- 7.3.5 A maintenance schedule and record of maintenance shall be submitted to the Designated Sewer Officer upon request for each sediment interceptor installed.

### **7.4 DENTAL WASTE AMALGAM SEPARATOR**

- 7.4.1 Every owner or operator of the premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, shall install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143 – "Dental Equipment: Amalgam Separators"*, in any piping system at its premises that connects directly or indirectly to a sewer by no later than January 1, 2018, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:
  - 7.4.1.(a) Orthodontics and dentofacial orthopedics;

- 7.4.1 (b) Oral and maxillofacial surgery;
  - 7.4.1 (c) Oral medicine and pathology;
  - 7.4.1 (d) Periodontics; or
  - 7.4.1 (e) A dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to the wastewater works.
- 7.4.2 Notwithstanding Section 7.4.1, any person operating a business from which dental waste amalgam is or could be discharged directly or indirectly to a sewer, at premises which are constructed or substantially renovated on or after the date that Section 7.4 comes into force, shall install, operate and properly maintain dental waste amalgam separator(s) in any piping system which is connected directly or indirectly to a sewer.
- 7.4.3 Notwithstanding compliance with Section 7.4.1 and 7.4.2, all persons operating or carrying on the business of a dental practice shall comply with Schedule "A" and Schedule "B" of this bylaw.
- 7.4.4 All dental waste amalgam separators shall be maintained in good working order and according to the manufacturer's recommendations.
- 7.4.5 A maintenance schedule and record of maintenance shall be submitted to the Designated Sewer Officer upon request for each dental amalgam separator installed.
- 7.4.6 The operator of a dental clinic shall keep records for the past five years to prove covering amalgam shipments and provide these documents to the Designated Sewer Officer upon request.

## **7.5 FOOD WASTE GRINDERS**

- 7.5.1 No person shall install or operate within the Municipality any food waste grinding devices for domestic purposes, the effluent from which will discharge directly or indirectly into a sanitary, combined or storm sewer.
- 7.5.2 In the case of industrial, commercial or institutional properties where food waste grinding devices are installed in accordance with the Building Code, the effluent from such food waste grinding devices must comply with Schedule 'A' and Schedule 'B'.
- 7.5.3 Food waste grinders shall not be equipped with motors in excess of ½ horsepower.

## **7.6 PRETREATMENT FACILITIES**

- 7.6.1 Where required by the Designated Sewer Officer, the owner or operator shall install on the premises, and prior to the sampling point, a wastewater pretreatment facility.
- 7.6.2 The owner or operator shall ensure the design, operation and maintenance of the pretreatment facility achieves the treatment objectives and is in accordance with the manufacturer's recommendations.

- 7.6.3 The owner or operator shall ensure any waste products from the pretreatment facility are disposed of in a safe manner.
- 7.6.4 The maintenance records and waste disposal records shall be available to the Designated Sewer Officer upon request.
- 7.6.5 The owner or operator shall keep documentation pertaining to the pretreatment facility and waste disposal for the past two years and provide these documents to the Designated Sewer Officer upon request.

## **8. HAULED WASTEWATER**

- 8.1 No person shall discharge hauled wastewater to the wastewater works unless:
  - 8.1.1 The carrier of the hauled wastewater operating as a waste management system has certificate of approval or provisional certificate of approval or Environmental Compliance Approval issued under the Environment Protection Act (Ontario) or is exempt from the requirement to have a certificate or provisional certificate of approval or Environmental Compliance Approval;
  - 8.1.2 A copy of the most recent certificate of approval or provisional certificate or Environmental Compliance Approval and any amendment is provided to the Municipality and
  - 8.1.3 The carrier meets all conditions for discharge that are or may be set from time to time with respect to the haulage of wastewater by the Municipality.
- 8.2 No person shall discharge or permit the discharge of hauled wastewater:
  - 8.2.1 At a location other than a hauled wastewater discharge location approved by the Municipality.
  - 8.2.2 Without a manifest, in a form approved by the Designated Sewer Officer, completed and signed by the carrier and deposited in an approved location at the time of discharge.
  - 8.2.3 Without the use of a discharge hose placed securely in the discharge portal at the approved location.

## **9. HAULED WASTE**

- 9.1 No person shall discharge hauled waste to the wastewater works unless:
  - 9.1.1 The carrier of the hauled waste operating as a waste management system has a certificate of approval or provisional certificate of approval or Environmental Compliance Approval issued under the Environment Protection Act or is exempt from the requirement to have a certificate or provisional certificate of approval or Environmental Compliance Approval;
  - 9.1.2 A copy of the most recent certificate or provisional certificate or Environmental Compliance Approval and any amendment of approval is provided to the Municipality;

- 9.1.3 Hauled waste meets the conditions set out in the Environment Protection Act, as amended from time to time; and
- 9.1.4 The carrier meets all conditions for discharge that are or may be set from time to time with respect to the haulage of waste by the Municipality.
- 9.1.5 No person shall discharge or allow or cause hauled waste to be discharged into a Sewer, except at sites designated by the Designated Sewer Officer.

## **10. NON-CONTACT COOLING WATER**

- 10.1 The discharge of non-contact cooling water or uncontaminated water to a sanitary sewer or combined sewer from any residential property is prohibited. The discharge of non-contact cooling water or uncontaminated water to a sanitary, storm or combined sewer from industrial, commercial or institutional properties is permissible where:
    - 10.1.1 In the case of a proposed building, no storm sewer exists adjacent to the building and no opportunity exists to discharge to yard drainage;
- or
- 10.1.2 In the case of an existing building, no storm connection exists to the building.

## **11. WATER ORIGINATING FROM A SOURCE OTHER THAN THE MUNICIPAL WATER SUPPLY**

- 11.1 The discharge of water originating from a source other than the Municipality water supply, including storm water or groundwater, directly or indirectly to a sanitary sewer or combined sewer works is prohibited, unless:
  - 11.1.1 The discharge is in accordance with a Waste Discharge Permit; and
  - 11.1.2 The discharge does not exceed the limits set out under Schedule B, with respect to biochemical oxygen demand, total phosphorus or total suspended solids; or
  - 11.1.3 In the event the discharge does exceed the limits set out under Schedule B, with respect to any of biochemical oxygen demand, total phosphorus or total suspended solids, the discharge is in accordance with an Extra Strength Surcharge Agreement.

## **12. SPILLS**

- 12.1 In the event of a spill to a wastewater works and/or storm sewer works, the person responsible or the person having the charge, management and control of the spill shall immediately notify and provide any requested information with regard to the spill to:
    - 12.1.1 If there is any immediate danger to human health and/or safety  
 Spills Action Centre (1-800-268-6060)  
 the Township of Wellington North by calling 519-848-3620 or 519-323-1710 (after hours)
- or
- 12.1.2 If there is no immediate danger:

the Township of Wellington North by contacting the Designated Sewer Officer

and

the owner of the premises where the release occurred

and

any other person whom the person reporting knows or ought to know may be directly affected by the release.

- 12.2 The person shall provide a detailed report on the spill to the Municipality, within five working days after the spill, containing the following information to the best of his or her knowledge:
- (a) Location where spill occurred;
  - (b) Name and telephone number of the person who reported the spill and the location and time where they can be contacted;
  - (c) Date and time of spill;
  - (d) Material spilled;
  - (e) Characteristics and composition of material spilled;
  - (f) Volume of material spilled;
  - (g) Duration of spill event;
  - (h) Work completed and any work still in progress in the mitigation of the spill;
  - (i) Preventive actions being taken to ensure a similar spill does not occur again; and
  - (j) Copies of applicable spill prevention and spill response plans.
- 12.3 The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.
- 12.4 Nothing in this Bylaw relieves any persons from complying with any notification or reporting provisions of:
- 12.4.1 Other government agencies, including federal and provincial agencies, as required and appropriate for the material and circumstances of the spill; or,
  - 12.4.2 Any other Bylaw of the Municipality.
- 12.5 The Municipality may invoice the person responsible for the spill to recover costs of time, materials and services arising as a result of the spill. The person responsible for the spill shall pay the costs invoiced.
- 12.6 Pursuant to section 446 of the *Municipal Act, 2001* the Municipality may recover the costs in 12.5 above, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes, and such costs shall include interest at an annual rate of 15 per cent.
- 12.7 The Municipality may require the person responsible for the spill to prepare and submit a spill contingency plan to the Municipality to indicate how risk of future incidents will be reduced and how future incidents will be addressed.
- 12.8 Industries at whose premises a spill has occurred which are required to have a Pollution



Prevention Plan as a requirement of this bylaw shall prepare an updated plan and plan summary incorporating the information set out in this Section and shall submit the plan summary so updated to the Municipality within 30 days of the spill.

### **13. AUTHORITY OF DESIGNATED SEWER OFFICER TO INVESTIGATE**

- 13.1 The Designated Sewer Officer has the authority to carry out any inspection reasonably required to ensure compliance with this bylaw, including but not limited to:
- 13.1.1 Inspecting, observing, sampling and measuring the flow in any private
    - (i) drainage system,
    - (ii) wastewater disposal system,
    - (iii) storm water management facility, and
    - (iv) flow monitoring point;
  - 13.1.2 Determine water consumption by reading water meters;
  - 13.1.3 Test flow measuring devices;
  - 13.1.4 Take samples of wastewater, storm water, clear-water waste and subsurface water being released from the premises or flowing within a private drainage system;
  - 13.1.5 Perform on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pretreatment facilities and storm water management facilities;
  - 13.1.6 Collect and analyze samples of hauled wastewater coming to a discharge location;
  - 13.1.7 Make inspections of the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or watercourse;
  - 13.1.8 Require information from any person concerning a matter;
  - 13.1.9 Inspect and copy documents or remove documents from premises to make copies;
  - 13.1.10 Inspect chemical storage areas and spill containment facilities and request Material Safety Data Sheets (MSDS) for materials stored or used on site;
  - 13.1.11 Inspect the premises where a release of prohibited or restricted wastes or of water containing prohibited or restricted wastes has been made or is suspected of having been made, and to sample any or all matter that in his/her opinion could have been part of the release.
- 13.2 No person shall hinder or prevent the Designated Sewer Officer from carrying out any of his/her powers or duties.

## 14. DISCONNECTION OF SEWER

14.1 Where wastewater which:

14.1.1 Is hazardous or creates an immediate danger to any person;

14.1.2 Endangers or interferes with the operation of the wastewater collection system;

or

14.1.3 Causes or is capable of causing an adverse effect;

is discharged to the wastewater collection system, the Designated Sewer Officer may, in addition to any other remedy available, disconnect, plug or seal off the sewer line discharging the unacceptable wastewater into the wastewater collection system or take such other action as is necessary to prevent such wastewater from entering the wastewater collection system.

14.2 The wastewater may be prevented from being discharged into the wastewater collection system until evidence satisfactory to the Designated Sewer Officer has been produced to assure that no further discharge of hazardous wastewater will be made to the wastewater collection system.

14.3 Where the Designated Sewer Officer takes action pursuant to Section 14.1, the Designated Sewer Officer may by notice in writing advise the owner or occupier of the premises from which the wastewater was being discharged, of the cost of taking such action and the owner or occupier, as the case may be, shall forthwith reimburse the Municipality for all such costs which were incurred.

## 15. ACCESS TO INFORMATION

15.1 All information submitted to and collected by the Municipality that is contained in plan summaries, reports, surveys, monitoring and inspection and sampling activities will, except as otherwise provided in this section, be available for disclosure to the public in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

15.2 In the event that any person in submitting information to the Municipality, as required under this article, where such information is confidential or proprietary or otherwise, may be exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the person submitting the information shall so identify that information upon its submission to the Municipality and where such information is confidential or proprietary or otherwise, may be exempt from disclosure.

15.3 The Designated Sewer Officer shall have access to information contained in the Certificate of Approval or Environmental Compliance Approval of any wastewater dischargers to the Municipal sewer system.

## 16. MONITORING ACCESS POINTS

16.1 When deemed necessary by the municipality, the owner or operator of commercial, institutional or industrial premises or multi-storey residential buildings with one or more connections to a wastewater works shall install and maintain in good repair in each connection a suitable

monitoring access point to allow observation, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein, provided that, where installation of a monitoring access point is not possible, an alternative device or facility may be substituted with the prior written approval of the Designated Sewer Officer.

- 16.2 The monitoring access point or alternative device such as a sampling port shall be located on the property of the owner or operator of the premises, as close to the property line as possible, unless the Designated Sewer Officer has given prior written approval for a different location.
- 16.3 Each monitoring access point, device or facility installed shall be designed and constructed in accordance with good engineering practice and the requirements of the Municipality, and shall be constructed and maintained by the owner or operator of the premises at his or her expense.
- 16.4 The owner or operator of an industrial, commercial or institutional premises or a multi-storey residential building shall at all times ensure that every monitoring access point, alternative device or facility installed as required by this bylaw is accessible to the Designated Sewer Officer for the purposes of observing, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein.
- 16.5 The following discharger activities require sampling ports when it is not possible to install a monitoring access point:
- (a) Dental offices
  - (b) Businesses using photographic processing units.
  - (c) Brewery

## **17. EXTRA STRENGTH SURCHARGE**

- 17.1 The discharge or deposit of wastewater by a person that would otherwise be prohibited by this bylaw may be permitted to an extent fixed by:
- 18.1.1 An **Extra Strength Surcharge Agreement**, including conditions for payment of additional costs of operation, repair and maintenance of the wastewater works, and on other terms and conditions as may be deemed appropriate by the Municipality; and/or
  - 18.1.2 A **Sanitary Discharge Agreement**, including conditions for payment for water pollution control treatment that otherwise would have been obtained from a surcharge on the water had it been supplied by the Municipality and on other terms and conditions as may be deemed appropriate by the Municipality.
- 17.2 The Designated Sewer Officer may assess an Extra Strength surcharge for wastewater releases that exceed the limits of treatable parameters. An Extra Strength Surcharge Agreement may only be entered into with respect to the discharge of the following treatable parameters in wastewater: biochemical oxygen demand and/or chemical oxygen demand, total phosphorus, oil and grease of animal and vegetable origin, total suspended solids and total Kjeldahl nitrogen. Schedule "C" provides the maximum concentrations the Designated Sewer Officer will consider for Extra Strength Surcharge Agreements. The discharger shall pay the assessed amount per the terms established by the Designated Sewer Officer for the duration of the discharge.
- 17.3 Should testing of the wastewater being discharged into the wastewater collection system be required for the purpose of determining the wastewater surcharge rate, such testing shall be

conducted by the Designated Sewer Officer, or by the owner to the satisfaction of the Designated Sewer Officer, using automated sampling devices or in accordance with the following manual sampling protocol:

- (a) Samples from the effluent produced at a location will be collected each day for a minimum of two days;
- (b) A minimum of four grab samples of equal volume shall be taken each day, such samples to be taken at least one hour apart;
- (c) The analysis shall be conducted on a composite sample made of each day's grab samples;
- (d) The respective results of these tests shall be averaged to determine the characteristics and concentration of the effluent being discharged into the Municipal wastewater collection system.

- 17.4 A Sanitary Discharge Agreement may be entered with respect to the discharge of wastewater, which contains water that has originated from a source other than the Municipal water supply system.
- 17.5 Extra Strength Surcharge Agreement and Sanitary Discharge Agreements shall be generally in the form designated by the Designated Sewer Officer from time to time. The Designated Sewer Officer shall be authorized to execute Extra Strength Surcharge Agreements and Sanitary Discharge Agreements on behalf of the Municipality.
- 17.6 The Extra Strength surcharge rate and the sanitary discharge rate will be reviewed and adjusted accordingly from time to time as determined by the Municipality.
- 17.7 The agreements contemplated in this Section may be terminated by the Municipality by written notice at any time, including but not limited to an emergency situation of immediate threat or danger to any person, property, plant or animal life, water or wastewater works.

## **18. COMPLIANCE PROGRAMS**

- 18.1 An Industry may submit to the Designated Sewer Officer a proposed compliance program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of matter from the Industry's premises into municipal or private sewer connections to any sanitary sewer or combined sewer. Compliance program submissions will only be considered for existing industries.
- 18.2 An Industry may submit to the Designated Sewer Officer a proposed compliance program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of uncontaminated water, ground water or storm water from the Industry's premises to eliminate the discharge of matter into municipal or private sewer connections to any storm sewer.
- 18.3 Upon receipt of an application pursuant to Section 19.1 or 19.2 above, the Designated Sewer Officer may issue an approval for a compliance program for an Industry to discharge an effluent that does not comply with Schedule "B" or Section 3 of this bylaw, such approval to be in accordance with the Township of Wellington North as amended guidelines, from time to time. The Industry shall be entitled to make non-complying discharges in the amount and only to the

extent set out in the Municipality's approval during the planning, design and construction or installation of facilities or works needed to implement the approved compliance program.

- 18.4 Every proposed compliance program shall be for a specified length of time during which pretreatment facilities or other measures are to be installed or implemented and shall be specific as to the remedial actions to be implemented by the Industry, the dates of commencement and completion of the activity and the materials or other characteristics of the matter to which it relates. The final activity completion date shall not be later than the final compliance date in the compliance program.
- 18.5 The Industry to which a compliance program has been issued shall submit a compliance program progress report to the Municipality within 14 days after the scheduled completion date of each activity listed in the compliance program.
- 18.6 The Municipality may terminate any proposed compliance program by written notice at any time to the Industry in the event that the Industry fails or neglects to carry out or diligently pursue the activities required of it under its approved compliance program.
- 18.7 The Municipality is authorized to execute agreements with industries with respect to approved compliance programs. These agreements may, in accordance with guidelines adopted by the Municipality from time to time, include a provision for a reduction in the payment otherwise required from the Industry to the Municipality pursuant to an Extra Strength Surcharge Agreement. The reduction in payment to the Municipality may be in such an amount and for such duration as the agreement may specify.
- 18.8 The Municipality may terminate any approved compliance program entered into pursuant to Section 19 by written notice at any time to the Industry in the event that the Industry fails or neglects to carry out or diligently pursue the activities required of it under its approved compliance program, and in the event of any such termination, the Industry shall pay to the Municipality the full difference in amount between what it was required to pay to the Municipality pursuant to the Extra Strength Surcharge Agreement, and the amount actually paid to the Municipality as a result of having entered into an agreement with respect to the approved compliance program.

## **19. CODES OF PRACTICE**

- 19.1 Application:
  - 20.1.1 A Code of Practice applies to the Designated sector operations, as outlined in Schedule "D" of this bylaw
  - 20.1.2 A Code of Practice does not apply to a discharging operation that is subject to a Waste Discharge Permit, unless otherwise specified in the Waste Discharge Permit.
  - 20.1.3 A Code of Practice does not apply to the discharge of domestic wastewater.
- 19.2 Nothing in a Code of Practice relieves a person discharging waste from complying with this bylaw, a Waste Discharge Permit or any other applicable enactment.
- 19.3 The Designated Sewer Officer may require a discharging operation to obtain a Waste Discharge Permit if considered necessary by the Designated Sewer Officer because of

circumstances not covered by a Code of Practice.

- 19.4 As a condition of discharge of waste into a sewer connected to a wastewater facility, an operator of a discharging operation must submit to the Municipality a completed Code of Practice registration form attached as Schedule "D" to this bylaw:
- 20.4.1 Within 90 days of the date of adoption of the applicable Code of Practice in the case of a discharging operation in existence on the adoption date;
- or
- 20.4.2 In all other cases, within 30 days of the discharging operation commencing the discharge of waste into a sewer connected to a wastewater facility.
- 19.5 An operator must report any change in the ownership, name, location, contact person, telephone number, or fax number of a discharging operation registered under a Code of Practice to the Designated Sewer Officer within 30 days of the change by submitting a completed Code of Practice registration form referred to in Section 20.4 showing the changes.
- 19.6 An operator must report any change in the discharging operation registered under a Code of Practice resulting in the operation no longer meeting the definition applicable to that type of discharging operation within 30 days of the change by submitting a completed Code of Practice registration form referred to in Section 20.4 describing the changes.
- 19.7 If a Code of Practice establishes a requirement in relation to a specific discharging operation which differs from a provision in this bylaw, the requirement in the Code of Practice prevails.

## **20. POLLUTION PREVENTION PLANNING**

- 20.1 When deemed necessary by the municipality, every subject sector Industry identified in Schedule "E" of this bylaw and every Industry which discharges any amount of a subject pollutant identified in Schedule "F" of this bylaw shall prepare a Pollution Prevention Plan and submit a copy to the Municipality with respect to the premises from which the discharge occurs, unless such Industry continually meets the requirements of Schedule "A" and Schedule "B".
- 20.2 Pollution Prevention Plans submitted to the Municipality shall be approved by the Municipality unless the Municipality determines that the Pollution Prevention Plan does not comply with the requirements of this article.
- 20.3 The Pollution Prevention Plan shall be in the form designated by the Municipality for that purpose from time to time.
- 20.4 In addition to any other matter or requirement designated by the Municipality, and notwithstanding Subsection 21(3), each Pollution Prevention Plan shall include the following:
- 20.4.1 A description of the processes at the premises which use or produce subject pollutants.
- 20.4.2 A description of those processes at the premises which are to be the subject of Pollution Prevention Planning.
- 20.4.3 A list of the subject pollutants present at the premises at any stage of the operations of the premises.

- 20.4.4 A description setting out the types, quantities and concentrations of all subject pollutants discharged, directly or indirectly, to a sewer.
- 20.4.5 A description of current waste reduction, recycling, waste treatment and pollution prevention activities with respect to sewer discharges at the premises.
- 20.4.6 A description of pollution prevention options for subject pollutants and sewer discharge and an evaluation of those options.
- 20.4.7 A list of possible targets and timeframes *as specified by the municipality* to reduce or eliminate the discharge of subject pollutants to the Municipality's sewers.
- 20.4.8 A declaration from an authorized person that the content of the plan is, to the best of that person's knowledge, true, accurate and complete.
- 20.5 In the event that the activity or business of an Industry which discharges any amount of a subject pollutant listed in Schedule "F" is not listed in Schedule "E" of this bylaw, then that Industry shall prepare a Pollution prevention Plan and submit a copy of the Pollution Prevention Plan by no later than the date specified by municipality.
- 20.6 Any subject sector Industry and any Industry discharging any amount of a subject pollutant which commences business operations shall have one year from the date of the commencement of its business operations to prepare a Pollution Prevention Plan and submit a copy of the Pollution Prevention Plan to the Municipality.
- 20.7 In the event that an Industry submitting a Pollution Prevention Plan is not sent written notice from the Municipality that its Pollution Prevention Plan is not approved by the Municipality within 90 days of the Industry delivering a copy of the Pollution Prevention Plan to the Municipality, the Pollution Prevention Plan shall be deemed to have been approved by the Municipality.
- 20.8 Where an Industry receives notice from the Municipality that its Pollution Prevention Plan has not been approved, the Industry shall have 90 days to amend and resubmit its Pollution Prevention Plan to the Municipality for approval in accordance with this article.
- 20.9 In the event that a Pollution Prevention Plan resubmitted to the Municipality in accordance with Section 21.8 of this section continues to fail to comply with the requirements of this bylaw, the Municipality shall so notify the Industry, and the Industry shall be in contravention of Subsection 21.1 and shall continue to be in contravention of this section until such time as the Municipality approves of an amended Pollution Prevention Plan resubmitted by the Industry, in accordance with this section.
- 20.10 Every subject sector Industry and every Industry discharging a subject pollutant shall submit a revised Pollution Prevention Plan for the approval of the Municipality at least once every three years from the date which the original plan was required to be submitted. Such revised and updated Pollution Prevention Plan shall, in addition to the requirements otherwise set out in this section, detail and evaluate the progress of the Industry to accomplish the objectives set out in its Pollution Prevention Plan and the Industry's ability to accomplish those pollution prevention objectives.
- 20.11 Every subject sector Industry and every Industry discharging a subject pollutant shall prepare a revised and updated Pollution Prevention Plan no less frequently than once every six years

from the date which the original plan was required to be prepared, and shall prepare and submit for the Municipality's approval a copy of the Pollution Prevention Plan with respect thereto no later than the date by which any revised and updated Pollution Prevention Plan must be prepared.

- 20.12 Where a subject sector Industry makes changes to the process(es), product(s) or facility configuration that will result in changes to the Pollution Prevention Plan, a revised or updated Pollution Prevention Plan must be prepared and a copy of the Pollution Prevention Plan shall be submitted for the Municipality's approval within 2 calendar months of the change(s).
- 20.13 The Municipality may designate any class of business or activity not included in Schedule "E" of this bylaw, as a subject sector Industry and may designate a date with respect to which any such subject sector shall be required to submit to the Municipality a copy of the Pollution Prevention Plan.
- 20.14 The Municipality may designate any matter as a subject pollutant and may designate a date with respect to which any Industry discharging such subject pollutant shall be required to submit to the Municipality a copy of the Pollution Prevention Plan.
- 20.15 A copy of the Pollution Prevention Plan shall be kept at all times at the premises in respect to which it was prepared and shall be available for inspection by the Municipality at any time.
- 20.16 Implementation of the Pollution Prevention Plan shall be initiated within one year of Plan approval by the Municipality.

## **21. FAILURE TO COMPLY AND COST RECOVERY**

- 21.1 Where a person defaults in complying with a direction, requirement or order under this By-law to do a matter or thing, an officer or agent on behalf of the Municipality may, with such assistance from others as may be required, enter the land on which the contravention occurred at any reasonable time, and carry out such direction, requirement or order at the person's expense.
- 21.2 In accordance with section 446 of the *Municipal Act, 2001* the Municipality may recover the costs, from the person directed, required or ordered to do a matter or thing under this By-law, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes, and such costs to the tax roll and collecting them in the same manner as property taxes, and such costs shall include interest at an annual rate of 15 per cent.
- 21.3 For the purpose of subsection 21.2, interest shall be calculated for the period commencing the day the Municipality incurs the costs and ending on the day the costs including the interest are paid in full.
- 21.4 The amount the Municipality's costs incurred plus interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

## **22. OFFENCES, PENALTY AND FINE RECOVERY**

- 22.1 Subject to subsection 22.2, any person who contravenes a provision of this By-law, and an officer or director of a corporation in the event of a contravention by a corporation, is guilty of an offence and upon conviction is liable to a fine or penalty as follows:
- (a) for a first offence, a minimum of \$100.00 and a maximum of \$5,000.00;



- (b) for a second offence, a maximum of \$15,000.00; and
- (c) for a third or subsequent offence, a maximum of \$30,000.00.

- 22.2 In addition to the provisions of 22.1 above, any person who contravenes any provisions of this By-law is guilty of an offence and is liable upon conviction to the set fine, set out in Schedule H exclusive of costs.
- 22.3 Any person who contravenes any order made under this by-law, or an officer or director of a corporation in the event of a contravention by the corporation, is guilty of a continuing offence upon conviction is liable to a daily fine or penalty of a maximum of \$2,500.00 for each day or part of a day that the offence continues, and despite subsection 22.1, the total of all the daily fines imposed for an offence is not limited by the maximums listed in subsection 22.1.
- 22.4 Notwithstanding Section 22.1:
- 22.4.1 where any person contravenes the same provisions of this Bylaw twice within one twelve month period, the specified penalty payable in respect to the second contravention is doubled the amount shown in Schedule H of this Bylaw in respect of that provision; and
- 22.4.2 where any person contravenes the same provision of this Bylaw three or more times within one twelve month period, the specified penalty payable in respect of the third or subsequent contravention is triple the amount shown in Schedule H of this Bylaw in respect of that provision.
- 22.5 If this by-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,
- (a) prohibiting the continuation or repetition of the offence by the person convicted; and
  - (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.
- 22.6 Pursuant to section 441 of the *Municipal Act, 2001* if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended, including any extension of time for payment ordered under that section, the Municipality may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice.
- 22.7 If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of section 351 of the *Municipal Act, 2001*.
- 22.8 In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this by-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the Owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

### 23. REPEAL

- 23.1 By-laws 91-123, 55-09 and 18-10 are repealed in their entirety.
- 23.2 Notwithstanding subsection 23.1, the provisions of By-law 91-123, 55-09 and 18-10 will be deemed to continue in force and effect with respect to any and all orders, appeals or prosecutions issued, filed or commenced under that by-law, and any assessment, rate, charge, tax, fee, liability or penalty outstanding under that by-law may be collected as if that by-law had not been repealed.

### 24. EFFECTIVE DATE

- 24.1 This By-law shall take effect on the date of its final passage by Council.

**READ A FIRST AND SECOND THIS 5TH DAY OF DECEMBER, 2016.**

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

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

**READ A THIRD TIME AND FINALLY PASSED THIS 19TH day of DECEMBER, 2016**

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

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

## SCHEDULE "A" - PROHIBITED WASTES

1. No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer, combined sewer works or in land drainage works, private branch drains or connections to any storm sewer in circumstances where:
  - 1.1 The wastewater or storm water has two or more separate liquid layers.
  - 1.2 The wastewater or storm water contains:
    - 1.2.1 Hazardous substances;
    - 1.2.2 Combustible liquid;
    - 1.2.3 Biomedical waste, including any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in "Risk Group 4" as defined in "Laboratory Biosafety Guidelines" published by Health Canada, dated, 2004, as amended.
    - 1.2.4 Specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations (C.R.C., c. 666), as amended from time to time, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages.
    - 1.2.5 Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent;
    - 1.2.6 Fuel;
    - 1.2.7 Ignitable waste.
    - 1.2.8 Pathological waste.
    - 1.2.9 PCBs.
    - 1.2.10 Pesticides which are not otherwise regulated in this bylaw.
    - 1.2.11 Reactive waste.
    - 1.2.12 Toxic substances which are not otherwise regulated in this Bylaw.
    - 1.2.13 Waste radioactive substances in excess of concentrations greater than those specified for release to the environment under the *Nuclear Safety and Control Act* and Regulations or amended versions thereof.
    - 1.2.14 Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics,

wood, unground garbage, animal parts or tissues, and paunch manure.

1.2.15 Carbon tetrachloride

1.2.16 Chloroform

1.2.17 Methylene chloride

1.2.18 Pentachlorophenol

1.2.19 Dioxane-1,4

1.2.20 One or more Polycyclic Aromatic Hydrocarbons (PAH's)

1.2.21 Tetrachloroethylene/Perchloroethylene (PCE)

1.2.22 Trichloroethylene or another non-aqueous phase liquid (DNAPL) that could degrade into trichloroethylene

1.2.23 Vinyl chloride or another non-aqueous phase liquid (DNAPL) that could degrade into vinyl chloride

2. The wastewater contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule "B" of this Bylaw, unless:

- 2.1 The discharge is in accordance with a valid Sanitary Discharge Agreement, Extra Strength Surcharge Agreement or compliance program;
- 2.2 The discharge is authorized in a Code of Practice approved by the Municipality;
- 2.3 All requirements of Section 7 "Additional Requirements" have been fully satisfied.

To do so may cause or result in:

A health or safety hazard to a person authorized by the Municipality to inspect, operate, maintain, repair or otherwise work on a wastewater or storm water works;

An offence under the Environmental Protection Act (Ontario) as amended from time to time, or any regulation made thereunder from time to time;

Wastewater sludge from the wastewater treatment facility works to which either wastewater discharges, directly or indirectly, to fail to meet the objectives and criteria as listed in the Environmental Protection Act (Ontario) as amended from time to time;

Interference with the operation or maintenance of a wastewater works, or which may impair or interfere with any wastewater treatment process;

A hazard to any person, animal, property or vegetation;

An offensive odour to emanate from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;

Damage to wastewater or storm water works;

An obstruction or restriction to the flow in wastewater or storm water works.

## SCHEDULE "B" RESTRICTED WASTES SANITARY AND COMBINED SEWER DISCHARGES

**Table A - CONVENTIONAL CONTAMINANTS and PHYSICAL PARAMETERS**

Substance	Concentration Limit– [mg/L, except as noted]
Biochemical oxygen demand	300
Chemical Oxygen Demand	600
Oil and grease - animal and vegetable	150
Oil and grease - mineral and synthetic/ hydrocarbon	15
Total Suspended Solids	300
pH	6.0 - 10.5 (unitless)
Temperature	60 Degrees Celsius

**Table B - ORGANIC CONTAMINANTS**

Substance	Concentration Limit– [mg/L, except as noted]
Benzene	0.01
Dichlorobenzene (1,2-)	0.05
Dichlorobenzene (1,4)	0.08
Ethylbenzene	0.06
Hexachlorobenzene	0.0001
PCBs (chlorobiphenyls)	0.004
**Phenols, Total (or Phenolic compounds)	0.1
Toluene	0.02
Xylenes, total	0.3

**Table C - INORGANIC CONTAMINANTS**

Substance	Concentration Limit– [mg/L, except as noted]
Arsenic, total	1.0
Cadmium, total	0.7
Chromium, total	3.0
Cobalt, total	5.0
Copper, total	2.0
Cyanide, total	1.2
Lead, total	3.0
Mercury	0.10
Molybdenum, total	5.0
Nickel, total	2.0
Nitrogen, Total Kjeldahl	50
Phosphorus, total	10
Selenium, total	2.0
Silver, total	1.0
Sulphide (as H <sub>2</sub> S)	1.0
Zinc, total	0.0

**SCHEDULE "C"- MAXIMUM WASTEWATER STRENGTH LIMITS UNDER EXTRA STRENGTH SURCHARGE AGREEMENT**

Substance	Maximum Concentration Limits under an Extra Strength Surcharge Agreement, mg/l	
	Mount Forest	Arthur
Biochemical Oxygen Demand (BOD)	1000	1000
Chemical Oxygen Demand (COD)	1200	1200
Total Suspended Solids (TSS)	1200	1200
Oil and grease - animal and vegetable (O&G)	450	450
Total Phosphorus (TP)	20	15
Total Kjeldahl Nitrogen (TKN)	100	75

**SCHEDULE “D”- CODE OF PRACTICE REGISTRATION FORM FOR DESIGNATED SECTOR OPERATIONS**

Director of Public Works, Township of Wellington North, Public Works Department, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0

The following is an application to register a discharging operation under a CODE OF PRACTICE as outlined in the Township of Wellington North Sewer Use Bylaw No. [number] or to change or cancel an existing registration. This application is to be filed with the Designated Sewer Officer, at the above address, per the requirements of the sewer use bylaw. To apply for a change of information or cancellation of an existing registration, an application is to be filed with the sewage control manager within 30 days of the date on which the applied changes will take effect at the operation.

**1. Operation Name (name of company, partnership, individual or institution):**

**Hereby apply to:** (Check one of the following)

- Register as a discharging operation under one or more of the following Codes of Practice:**

Check applicable code(s) below	Service or Industrial Category for Designated Sector Operations	Applicable Code of Practice
	Food Services Operations	[Identify Schedule or Source of Code of Practice]
	Dry Cleaning Operations	
	Photographic Imaging Operations	
	Dental Operations (including Dental Schools)	
	Automotive Repair Operations	
	Vehicle Wash Operations	
	Carpet Cleaning Operations	
	Fermentation Operations	
	Printing Operations	
	Recreation Facility Operations	
	Laboratory Operations	
	Etc, as determined by the <u>municipality</u>	

**Or**

- Change an existing registration under a Code of Practice**

Reason for change:

**Or**

- Cancel an existing registration under a Code of Practice**

Reason for cancellation:

**Operation Located at:**

Postal Code:  
Telephone:  
Fax:  
Company Name (if different from above):  
Mailing Address (if different from above):  
Postal Code: Telephone: Fax:

### Contact Information

#### Owner

Name:  
Telephone:  
Fax:

#### Facility Manager

Name:  
Telephone:  
Fax:

## 2. Code of Practice Information (Please check the appropriate box for each question)

Is this operation **connected to a municipal sanitary sewer system**?

Yes       No       Don't know

Is waste from this operation discharged to **pretreatment works** specified in the applicable Code of Practice?

Yes       No       Don't know

Does this operation use **off-site waste management** to comply with the requirements of the applicable Code of Practice?

Yes, all wastes       Yes, some wastes       No       Don't know

## 3. Declaration

**I hereby acknowledge that the information on this form is correct to the best of my knowledge.**

Signature:  
Name (please print):  
Title:  
Date:



**SCHEDULE “E” - SUBJECT SECTORS FOR POLLUTION PREVENTION PLANS**

North American Industry Classification System (NAICS) Code	Industrial Category	Due Date for P2 <sup>8</sup> Plan (as determined by the municipality)
311	Food Manufacturing	
321	Wood Product Manufacturing	
325	Chemical Manufacturing	
332	Fabricated Metal Product Manufacturing	
	ICI <sup>9</sup> sectors discharging Schedule “F” pollutants	

<sup>8</sup> P2 means Pollution prevention

<sup>9</sup> ICI is industrial, commercial, institutional sectors

**SCHEDULE "F" - SUBJECT POLLUTANTS FOR SUBJECT SECTORS REQUIRING  
POLLUTION PREVENTION PLANS**

<b>Substance</b>
Arsenic
Cadmium
Cobalt
Chromium
Copper
Mercury
Molybdenum
Nickel
Lead
Selenium
Zinc
Carbon tetrachloride
Chloroform
Methylene chloride
Pentachlorophenol
Dioxane-1,4
One or more Polycyclic Aromatic Hydrocarbons (PAH's)
Tetrachloroethylene/Perchloroethylene (PCE)
Trichloroethylene or another non-aqueous phase liquid (DNAPL) that could degrade into trichloroethylene
Vinyl chloride or another non-aqueous phase liquid (DNAPL) that could degrade into vinyl chloride
Additional substances, for example organic parameters, as determined by the municipality for its customer base and pollution prevention goals

**SCHEDULE "G" - EXTRA STRENGTH SURCHARGE AGREEMENT**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

BETWEEN:

TOWNSHIP OF WELLINGTON NORTH

(hereinafter called the Municipality)

ON THE FIRST PART

-and-

\_\_\_\_\_

(hereinafter called the Industry)

OF THE SECOND PART

**WHEREAS** the Municipality enacted By-law No. \_\_\_\_\_

on the \_\_\_ day of \_\_\_\_\_, relating to the discharge of the wastewater into any sanitary sewer in the Municipality; and

**WHEREAS** the said By-law prohibits the discharge of industrial wastewater containing certain substances in quantities in excess of the limits set by the By-law but provides that the Municipality may permit the discharge of industrial waste which would otherwise be prohibited by this By-law to an extent fixed by agreement with the Municipality under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment; and

**WHEREAS** the Industry carries on an industrial activity within the Municipality at premises known as

\_\_\_\_\_ which activity produces wastewater discharge in which the quantity of one or more of Biochemical oxygen demand (BOD) and or Chemical oxygen demand (COD), Total Suspended Solids (TSS), Oil & Grease of animal or vegetable origin (O&G), Total Phosphorus (TP), and Total Kjeldahl Nitrogen (TKN) is above the acceptable limits set out in Schedule B of this By-law which results in an increase in cost of treatment at the Municipalities wastewater works.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** the parties hereto mutually agree as follows:

1. Throughout the duration of this Agreement the quantity of wastewater discharge by the Industry for the premises to the sanitary sewer system will not exceed \_\_\_\_\_ cubic meters per day and the rate of which wastewater is discharged will not exceed \_\_\_\_\_ cubic meters per hour.

2. Throughout the duration of this agreement only, the quality of the wastewater discharged by the Industry to the sanitary sewer system may exceed the limits set out in Schedule B of this By-law with respect to the quantity of Biochemical oxygen demand (BOD) and or Chemical oxygen demand (COD), Total Suspended Solids (TSS), Oil & Grease of animal or vegetable origin (O&G), Total Phosphorus (TP), and Total Kjeldahl Nitrogen (TKN) provided that they shall not exceed the following limits at any time:

(a) BOD	_____	milligrams/litre
(b) COD	_____	milligrams/litre
(c) Total suspended solids	_____	milligrams/litre
(d) Oil & Grease (animal & vegetable)	_____	milligrams/litre
(e) Total Phosphorous	_____	milligrams/litre
(f) Total Kjeldahl Nitrogen	_____	milligrams/litre

3. The discharge of wastewater by the Industry that is in excess of the limits as set out in clause (2) of this agreement shall constitute a contravention of this agreement and thus a contravention of this By-law.
4. (1) The Industry shall install and maintain suitable measuring devices approved by the Designated Sewer Officer in order to measure the quantity of wastewater and all wastewater covered in this agreement shall flow through these measuring devices. The measuring devices shall be positioned in the sanitary sewer monitoring access point located farthest downstream on the sanitary sewer lateral, and located at a point just prior to entry into the Municipal sanitary sewer system or at a sampling point mutually agreed to by the Designated Sewer Officer and the Industry.
- (2) Where, in the opinion of the Designated Sewer Officer it is impractical to install and maintain suitable measuring devices in order to measure the quantity of the wastewater, then the Designated Sewer Officer may permit the utilization of water consumption records or such other method as deemed appropriate as a basis of estimating the quantity of wastewater flowing to the sewers.
- (3) Any measuring device for measuring the quantity of wastewater shall be read by persons appointed by the Municipality for the purpose of calculating the extra-strength surcharge fee under this agreement.
- (4) The Industry agrees to conduct the sampling program for the purposes of assessing the quality of the wastewater being discharged pursuant to this agreement. The Industry shall conduct the sampling program in accordance with Section 18 defined in this By-law, current at the date of testing. The Industry acknowledges and agrees that the sampling program requirements may be changed by the Designated Sewer Officer at any time during the term of this agreement and renewals thereof if, in the sole opinion of the Designated Sewer Officer such change(s) is/are necessary.
- (5) If the Industry fails to comply any of the requirements of the sampling protocol, the Designated Sewer Officer may terminate this agreement within 10 days written notice.
5. Subject to the right of termination proved for herein, this agreement shall remain in force from \_until December 31st, \_\_, and may be renewed on January 1st,\_\_\_\_\_, and annually thereafter, on the same terms and conditions provided the parties so agree in

writing.

6. This agreement may be terminated by the Municipality at any time upon 30 days written notice if the wastewater being discharged by the Industry is:
  - (1) causing a health or safety hazard to a wastewater treatment facility operator;
  - (2) causing damage to the sewers, materially increasing sewer maintenance costs or causing a dangerous condition;
  - (3) causing damage to the wastewater treatment process or causing dangerous condition in the treatment works;
  - (4) causing the sludge from the wastewater works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural land under the current Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land;
  - (5) causing the wastewater works effluent to contravene any requirement by or under the Ontario Water Resources Act, R.S.O. 1990, c.0.40, as amended, repealed or replaced from time to time or the Environmental Protection Act, R.S.O 1990, c. E.19, as amended; repealed or replaced from time to time;
  - (6) causing a hazard to any person, animal, property, or vegetation;
  - (7) contrary to this By-law in any way other than as provided in this Agreement.
7. This agreement may be immediately terminated by the Municipality at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.
8. This agreement may be terminated by the Industry at any time on 30 days written notice.
9. If at any time the Industry fails to comply with the provisions of this Agreement, the Municipality shall terminate the Agreement by written notice at which point the Industry shall comply with the provisions of this By-law.
10. The Industry agrees to pay to the Municipality a fee based on an excess B.O.D. of \_\_\_milligrams/litre, an excess of C.O.D. of \_\_\_milligrams/litre, an excess of total suspended solids of \_illigrams/litre, an excess of Oil & Grease of \_\_\_\_\_ milligrams/litre, an excess of total phosphorous of \_\_milligrams/litre, and an excess of Kjeldahl Nitrogen of \_\_\_milligrams/litre. The quantity of the sewage discharged shall be determined as set out in section 4 of this agreement. The extra-strength discharge fee for each quarter shall be based on the additional costs of treatment of the aforementioned sewage as set by the Municipality annually.
11. The Industry shall pay to the Municipality a quarterly fee for the amount of Extra Strength surcharge being discharged into the wastewater system and such fee shall be in the amount determined using the Extra Strength Surcharge Fee Formula in accordance with the surcharge rate as set out in the Municipality's Fees and Charges Schedule, as may be amended from time to time.

12. The Extra Strength Surcharge Fee Formula is as follows:

The excess concentration of each parameter is multiplied by the daily volume of the discharge and the current surcharge rate. The total surcharge is the sum of the surcharge fee associated with each parameter. The surcharge rate is applied to each parameter and represents the cost of wastewater treatment per kilogram of contaminant loading.

The surcharge fee for each parameter is calculated using the limits contained in Schedule "B" Table A of this By-law as follows:

Parameter Surcharge Fee

$$= (\text{actual concentration mg/l} - \text{parameter limit mg/l}) \times (\text{flow m}^3/\text{d}) / 1000 \times \text{rate}$$

(\$/kg) The total surcharge is the sum of the surcharge fee for each parameter.

13. The Industry agrees to pay to the Municipality, interest on overdue amounts as referenced in the Fees and Charges By-law and that interest will be charged after each 30 day interval for the outstanding remaining amount.

14. If the Industry fails to pay for more than two months the overdue amount, the Municipality may decide to terminate this Agreement, however such termination does not relieve the Industry from its liability to make such payments.

15. This Agreement shall ensure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE(S)

\_\_\_\_\_  
Date  
TOWNSHIP OF WELLINGTON NORTH

\_\_\_\_\_  
Designated Sewer Officer (or designate)

\_\_\_\_\_  
Date

**SCHEDULE “H” - OFFENCES AND PENALTIES**

<b>ITEM</b>	<b>OFFENCE</b>	<b>SECTION</b>	<b>FINE</b>
1	Discharge wastewater into the sanitary sewer that may interfere with the operation and maintenance of the treatment		\$500.00
2	Discharge wastewater into the sanitary sewer that may be harmful to a person, animal, property or vegetation		\$500.00
3	Discharge wastewater into the sanitary sewer that may cause/result in obstructing or restricting flows		\$500.00
4	Discharge wastewater into the sanitary sewer that has two or more separate liquid layers		\$500.00
5	Discharge prohibited substance matter into the sanitary sewer		\$1000.00
6	Discharge wastewater into the sanitary sewer which contains concentrations above the allowable limits as set out in Schedule B without the proper approvals/permits		\$1000.00
7	Discharge into the storm sewer, any matter or at any temperature or in any quantity that may interfere with the proper		\$500.00
8	Discharge into the storm sewer, any matter or at any temperature or in any quantity that may cause/result in obstructing or restricting flows		\$500.00
9	Discharge into the storm sewer, any matter or at any temperature or in any quantity that may be harmful to a person, animal, property or vegetation		\$500.00
10	Discharge into the storm sewer, any matter or at any temperature or in any quantity that may impair the quality of any		\$500.00
11	Discharge into the storm sewer, any matter or at any temperature or in any quantity that may contravene an approval, requirement or direction under the Ontario Resource Act or the Environment Protection Act		\$500.00
12	Discharge prohibited substance matter into the storm sewer		\$500.00
13	Discharge mater into the storm sewer which contains concentrations above the allowable limits as set out in Section 3 without the proper approvals/permits		\$1000.00
14	Discharge wastewater into the sanitary sewer where water has been added for the purpose of dilution to achieve compliance with Schedule B		\$500.00
15	Discharge matter into the storm sewer where water has been added for the purpose of dilution to achieve compliance with Section 3		\$500.00
16	Fail to comply with a sampling protocol as directed by the Municipality		\$500.00
17	Fail to comply with a monitoring protocol as directed by the Municipality		\$500.00
18	Discharge wastewater into the sanitary sewer without the proper food related grease interceptor installed		\$500.00
19	Failing to monitor, operate, properly maintain and clean each food related grease interceptor as required		\$500.00
20	Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for food related grease as set out in Schedule B		\$500.00

21	Discharge wastewater into the sanitary sewer without the proper vehicle and equipment service oil and grease interceptor		\$500.00
22	Failing to monitor, operate, properly maintain and clean each vehicle and equipment service oil and grease interceptor as required		\$500.00
23	Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for vehicle and equipment service oil and grease as set out in Schedule B		\$500.00
24	Discharge wastewater into the storm sewer without the proper sediment interceptor installed		\$500.00
25	Failing to monitor, operate, properly maintain and clean each sediment interceptor as required		\$500.00
26	Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for sediment as set out i		\$500.00
27	Discharge amalgam waste into the sanitary sewer or without the proper amalgam separator installed and maintained		\$500.00
28	Failing to monitor, operate, properly maintain and clean each amalgam separator as required		\$500.00
29	Discharge wastewater into the sanitary sewer through the use of a food waste grinder		\$500.00
30	Failing to comply with all conditions or requirements for the installation or operation of a pretreatment treatment		\$500.00
31	Discharge wastewater from a pre-treatment system into the sanitary sewer without approval		\$500.00
32	Discharge hauled wastewater into the sanitary sewer without the proper approvals/permits		\$500.00
33	Failing to discharge hauled wastewater at an approved location		\$1000.00
34	Discharge hauled waste into the sanitary sewer without the proper approvals/permits		\$500.00
35	Failing to discharge hauled waste at an approved location		\$1000.00
36	Discharge of non-contact cooling water or uncontaminated water into the sanitary sewer without the proper		\$500.00
37	Discharge of water originating from a source other than the Municipal water supply into the sanitary sewer without the proper approval/permits		\$500.00
38	Fail to report a spill event		\$500.00
39	Fail to manage, control, and contain a spill in order to protect the health and safety of citizens, neighboring properties, and the environment		\$1000.00
40	Fail to clean up a spill and the contaminants, restoring the affected area to its original condition prior to the spill		\$500.00
41	Obstructing an Designated Sewer Officer or the Directors or their designates in the exercise of their powers or duties		\$500.00
42	Unauthorized connection/disconnection or alteration to a sanitary sewer or storm sewer		\$500.00
43	Connection of rain water leaders, storm water leader, ground water drainage or sump pump lateral directly or indirectly to the sanitary sewer		\$500.00
44	Fail to provide requested information to the Municipality as directed		\$500.00



45	Fail to install and maintain in each connection a suitable monitoring access point to allow monitoring, sampling and flow measurement of the sewage, uncontaminated water or storm water therein		\$500.00
46	Uncovering, opening, breaking, altering, removing, damaging, destroying or tampering with a monitoring access		\$500.00
47	Discharge Extra Strength matter into the sanitary sewer without the proper approval/permits		\$1000.00
48	Discharge wastewater into the sanitary sewer or storm sewer that does not comply with a specified compliance program		\$500.00
49	Discharge wastewater into the sanitary sewer or storm sewer without complying with a condition in a written		\$500.00
50	Discharge of pollutants into the sanitary sewer without an approved Pollution Prevention Plan in place		\$500.00

DRAFT

**APPENDIX "A" - DISCHARGE APPLICATION AND DISCHARGE PERMIT FORMS****Form #1 Abbreviated Discharger Information Report  
The Corporation of the Township of Wellington North Sewer Use Program**

The completion of this form is required by all dischargers to sewage works under Bylaw # \_\_\_\_\_ addressing sewer use in The Corporation of the Township of Wellington North.

\*\*If you have any questions on the form, please call 1-519-848-3620

The completed form is to be forwarded to:

Attention: Designated Sewer Officer, Municipality of the Township of Wellington North,  
Director of Public Works, Public Works Department,  
7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0

Please print clearly while completing the form.

<b>The Abbreviated Discharger Information Report</b>	
1	<b>Name of Company</b>
2	<b>Address of Company</b>  Phone: Fax:
3.	<b>Owner of property</b> (if different from Company listed above)  Phone: Fax:
4	<b>Brief Description of Product or Service</b>
5	<b>Brief Description of the Process(es) used in the Manufacturing or Servicing</b>
6	<b>'Are there' or 'Will there be' any of the following wastewater discharges from the description as provided in #5?</b>  Process <u>wastewater</u> Yes / No Non-contact <u>cooling water</u> Yes / No Other sources of <u>wastewater</u> (other than sanitary) Yes / No (If yes, brief description)
7	<b>Does the site have any existing <u>connections</u> to the following sewers?</b>  Sanitary Yes / No Combined Yes / No Storm Yes / No





7	<p><b>Average Daily Water Use and Sources</b></p> <p>Municipal Supply                      Yes / No _____m3/day Estimated or Measured  Surface Water**                      Yes / No _____m3/day Estimated or Measured  Groundwater*                      Yes / No _____m3/day Estimated or Measured  Other sources**                      Yes / No _____m3/day Estimated or Measured</p> <p>If flow rate varies significantly provide peak flow rates per day and month and explanation.</p> <p>* Provide copy of the Permit to Take Water [<i>or other documentation per relevant jurisdictional requirements</i>]</p> <p>** If 'Yes' - provide explanation as an attachment.</p>
8	<p><b>Discharge Points from Site</b></p> <p>List all liquid effluent discharge points from the site and average daily flow for each point in cubic metres per day of sanitary, noncontact cooling water, process wastewater, contact cooling water and other discharge water to the sanitary sewer, combined sewer, storm sewer, groundwater, surface water, evaporation losses (if applicable), and percent of water in final manufactured product (if significant and applicable to the site).</p> <p>For example: process wastewater from manufacturing line to sanitary sewer at an average daily flow of 200 m3/day (measured)</p>
9	<p><b>Known Characteristics of Discharges</b></p> <p>Provide existing data on the chemical composition and constituent concentrations of the discharges listed above in #8</p>
10	<p><b>Physical Layout</b></p> <p><input type="checkbox"/> Provide sketch of property (to scale or approximate) showing buildings, pretreatment works, property boundaries, effluent lines, and connections to sanitary, combined and storm sewers.</p> <p><input type="checkbox"/> Please identify sewers as listed on the Parameter Information Form as completed above.</p> <p><input type="checkbox"/> Layout may be attached as separate document - leave note to indicate submission with this form.</p> <p><input type="checkbox"/> A flow diagram of the site flows/processes is also required.</p>
11	<p><b>Generation Registration Information</b></p> <p>Provide any Generator Registration Numbers that the site has under the requirements of the governing jurisdiction [<i>For example, Ontario Regulation 347 under the Environmental Protection Act</i>]</p>



### **Form #3 The Corporation of the Township of Wellington North Waste Discharge Permit**

Under the provisions of The Corporation of the Township of Wellington North Sewer Use Bylaw No. \_\_\_\_\_, hereinafter referred to as the Permittee, is authorized to discharge Non-Domestic Waste to the Sanitary located at \_\_\_\_\_.

This Waste Discharge Permit, hereinafter referred to as the "Permit", has been issued under the terms and conditions, including definitions, prescribed in The Corporation of the Township of Wellington North Sewer Use Bylaw No. \_\_\_\_\_ hereinafter referred to as the "Bylaw".

This Permit sets out the standard conditions, engineering units, and the requirements for emergency procedures.

#### **A. STANDARD CONDITIONS**

1. Except as otherwise provided in this Permit, all terms and conditions stipulated in the Bylaw shall apply to this Permit.
2. The terms and conditions of this Permit may be amended by the Municipality pursuant to the Bylaw.

#### **B. MAINTENANCE AND OPERATION OF WORKS AND PROCEDURES**

Wastewater control works and procedures associated with maintaining the discharge criteria and/or the monitoring requirements specified in the Permit shall be employed at all times during the discharge of industrial/commercial wastes to sewer. All such works and procedures shall be inspected regularly and maintained in good working condition.

#### **C. EMERGENCY PROCEDURES**

In the event of an emergency or condition which prevents the continuing operation of any wastewater works or procedures designated by this Permit or results, or may result in a violation of any discharge criteria specified in this Permit, the Permittee shall notify the Municipality at 519-848-2120 (24 hours) at the first available opportunity, and shall undertake appropriate remedial action as soon as possible.

#### **D. BY-PASSES**

The discharge of wastes which by-pass any wastewater works, or which are not in accordance with procedures designated by the Permit, is prohibited unless prior approval of the Municipality is obtained and confirmed in writing.

#### **E. DISCHARGE MONITORING**

1. Discharge measurement, sampling, analysis and reporting shall be undertaken by the Permittee when required by the Designated Sewer Officer. The Designated Sewer Officer may also undertake audit sampling, at the Designated Sewer Officer's discretion.

#### **F. pH MONITORING**

Enforcement of pH levels, as listed in this Permit, shall be based on grab samples. The Permittee should be aware that pH levels measured in a composite sample [if required] will provide an average

pH of the waste stream and will not indicate the total range of pH in the effluent. The Permittee is encouraged to do periodic grab sample pH analyses to ensure permit compliance.

## G. DISCHARGE SAMPLING AND ANALYSES

The Permittee shall carry out the following sampling and analysis program, to commence on \_\_\_\_\_.

### 1. Continuous Discharges

(a) Effective \_\_\_\_\_, the Permittee shall measure or estimate, using an approved flow monitoring device(s) or method(s), the daily discharge for each sampling location during each month of operation. The following information shall be recorded for each sampling location:

- Total flow for the month (m3)
- Number of operating days during the month
- Average daily flow for the month (m3/day)
- Maximum daily flow for the month (m3/day)

### 2. Continuous and Batch Discharges

(a) Composite samples – A 24 hour [if facility operates 24 hours per day] or 8 hour [if facility operates 8 hours per day] composite sample shall be taken by the discharger using sampling equipment installed in the monitoring access point(s), or other sample point(s) approved by the Designated Sewer Officer at the following frequency: \_\_\_\_\_. The Discharge flow for the periods that the composite sample(s) [if required] are collected shall be recorded. *[If the Industry does not have a composite sampler or samplers available to be installed in the monitoring access point(s), the Municipality will use its own composite sampling equipment to collect required samples, and may recover costs of sample collection from the Industry.]*

Composite sample(s) shall be analyzed for the following parameters:

*[insert parameters]*

(b) One grab sample shall be collected from each monitoring access point(s), or other sample point(s) approved by the Designated Sewer Officer during normal facility operating hours, and at the time of day approved by the Designated Sewer Officer, at the following frequency: \_\_\_\_\_. The sample date and time shall be recorded.

Grab Sample(s) shall be analyzed for the following parameters:

*[insert parameters]*

### 3. Sample Analysis

All sampling, measurements, tests and analyses of waste discharges shall be carried out in accordance with the latest edition of STANDARD METHODS or an alternate method approved by the Designated Sewer Officer. Samples shall be submitted for analysis to an ACCREDITED LABORATORY, at the expense of the discharger, unless other arrangements have been approved by the Designated Sewer Officer. The owner shall supply hard copies of the results of the analysis to the Designated Sewer Officer in a format acceptable to the inspector within the time specified by the inspector.



**H. LOCATION OF APPROVED SAMPLE POINTS**

The approved sample points are as follows and as shown on the attached schematic of approved sample points and treatment processes. Sample point \_\_\_\_\_ is considered to be the point of discharge to sewer.

**SAMPLE POINT NO. DESCRIPTION**

Sample Point 1 \_\_\_\_\_

Sample Point 2 \_\_\_\_\_

**PHOTOGRAPH OF APPROVED SAMPLING POINT SUPPLIED BY PERMITTEE****I. AUTHORIZED DISCHARGE CHARACTERISTICS****1. Authorized Rate of Discharge**

The Permittee shall not exceed the following:

*[insert flow rates]*

--

**2. Authorized Discharge Criteria**

This Permit sets out requirements for the quantity and quality of the discharge of Non-Domestic wastewater from a \_\_\_\_\_. Where a compliance program has been specified, existing works or procedures must be maintained in good operating condition and operated in a manner to minimize the discharge of contaminants during the interim period until the new works have been installed.

- a) The Permittee shall not discharge prohibited waste, as defined in Schedule "A" of the Bylaw.
- b) The Permittee shall not discharge restricted waste, as defined in Schedule "B" of the Bylaw with the following exceptions:

*[insert Parameter Authorized Range or Maximum Concentration]*

Compliance with the above-noted exceptions is to be achieved by: \_\_\_\_\_

- c) The Permittee shall not discharge storm water or cooling water into the sanitary sewer system.

**J. AUTHORIZED WORKS AND PROCEDURES**

This Permit sets out the waste sources, works and procedures for the authorized discharges to sewers. The Designated Sewer Officer may require that further works be installed if the existing works, in his opinion, do not provide an acceptable level of treatment. New works or alterations to existing works must be approved, in principle, by the Designated Sewer Officer.

New waste sources must be authorized, in writing, by the Designated Sewer Officer.

The authorized waste sources, works and procedures to treat and/or control the waste discharge are:

**SOURCE COMPLETION DATE WORKS & PROCEDURES**

1. \_\_\_\_\_
2. \_\_\_\_\_

**K. REPORTING REQUIREMENTS FOR WASTE DISCHARGE PERMIT**

The Permittee is required to submit the following reports to the Designated Sewer Officer:

a) The Permittee shall submit the results of effluent sampling (as required by the Designated Sewer Officer) to the Designated Sewer Officer at the following frequency *[insert frequency]*.

b) By not later than \_\_\_\_\_, the Permittee shall submit a written report outlining the specifications of the flow monitoring device or method used to determine the discharge flow rate.

c) Additional reporting shall be undertaken by the Permittee when required by the Designated Sewer Officer. *[i.e. insert reporting requirements for compliance programs, status on pollution prevention activities, etc.]*

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

**BY-LAW NUMBER 096-16**

**BEING A BY-LAW TO ENTER INTO AN AGGREGATE HAUL  
ROUTE AGREEMENT WITH H. BYE CONSTRUCTION AND THE  
TOWNSHIP OF WELLINGTON NORTH**

**WHEREAS**, the Township of Wellington North deems it expedient to enter into an aggregate haul route agreement with H. Bye Construction Ltd.

**THEFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH  
ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with H. Bye Construction Ltd. in substantially the same form as the agreement attached hereto as Appendix "A".
2. That the Mayor and the Chief Administrative Officer of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.
3. That this by-law shall come into force and take effect upon being passed by Council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
5<sup>th</sup> DAY OF DECEMBER 2016.**

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

\_\_\_\_\_  
**MICHAEL GIVENS, CAO**

SCHEDULE 'A'  
**AGGREGATE HAUL ROUTE AGREEMENT – “GHENT PIT”**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the Township)

-and-

H. BYE CONSTRUCTION LTD  
(the Operator)

WHEREAS H. Bye Construction Ltd. has entered into an extraction agreement with Alette Holsteins Ltd. and is the future Operator of a gravel pit known as the “Ghent Pit” located on lands described in Schedule A;

AND WHEREAS the Operator has applied to the Ministry of Natural Resources and Forestry (MNR) for a license to extract a maximum of 75,000 tonnes per annum of aggregate from what is to be known as the “Ghent Pit”;

AND WHEREAS the Haul Route for Pit Traffic associated with the Ghent Pit and other aggregate activities is Township of Wellington North Concession 4N between Provincial Highway 89 and Sideroad 3E;

AND WHEREAS the Township has deemed it advisable and in the public interest to enter into an agreement with the Operator as part of the gravel pit development process;

AND WHEREAS the parties agree that this agreement and the matters contained herein will be of benefit to the Township, the general public and the Operator, notwithstanding there is no legal requirement under the Planning Act, the Aggregate Resources Act or any other provincial statute requiring an aggregate proponent to enter into such an agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, including, but not limited to, the Township supporting the Application and the Operator’s promise to use the prescribed Haul Route set out herein, the parties covenant and agree as follows:

## SECTION 1 - INTERPRETATION

### 1.1 Definitions

In this agreement, unless there is something in the subject matter or context to the contrary, the following words have the meanings set out below:

“Ghent Pit License” means an *Aggregate Resources Act* Category 3, Class A License to extract a maximum of 75,000 tonnes of aggregate per annum from the subject lands described in Schedule “A”;

“Ghent Trust Account” means an account established by the Township for the purpose of receiving funds and the dispersing of funds for the purposes outlined in this agreement, and such account will be maintained by the Township;

“Operator” means the successor, assigns, heirs, executors, administrators, or other legal representative of the Operator of whom the context may apply according to law and includes an individual, an association, a partnership and a corporation;

"Pit Traffic" means any trucks originating from or destined for the Ghent Pit;

"TOARC Levy" means the per tonne levy imposed upon the producers of aggregate in the Province of Ontario by The Ontario Aggregate Resources Corporation

"Works" means the items set out in this Agreement, pertaining to the municipal entrance requirements and haul route upgrades and future maintenance/upgrade requirements.

### 1.2 Headings

The headings inserted in this agreement are inserted for convenience only and not as a means of interpreting this agreement.

### 1.3 Reference to Statutes

References herein to any statute or any provision thereof includes such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

#### 1.4 Operator's Expense

Every provision of this agreement by which the Operator is obligated in any way is deemed to include the words "at the expense of the Operator" and "to the Township's satisfaction", unless specifically stated otherwise.

#### 1.5 Schedules

Schedules attached form part of this agreement and have the same force and effect as if the information contained on them was included in the body of this agreement.

### SECTION 2 - ADMINISTRATION AND WORKS

#### 2.1 Agreement Application

- (a) Should the Operator's application or the license required to operate the Ghent Pit not receive final and binding approval, the terms of this agreement will be null and void provided no aggregate is hauled from the Ghent Pit.
- (b) Should the Operator apply for an amendment to the Ghent Pit license with respect to the annual tonnage limit, the Operator shall be required to enter into an amending agreement or revised haul route agreement with the Township.

#### 2.2 Haul Route Designation and Use

- (a) All Pit Traffic shall use haul route approved as part of the Aggregate license.
- (b) The Operator shall comply with any necessary seasonal half load restrictions imposed by the Township.

#### 2.3 Haul Route Cost Sharing & Associated Works

- (a) The parties will make the following contributions to the Ghent Pit Account which will be maintained and held by the Township:
  - (i) The Operator will provide a one-time contribution of \$10,000.00 once the license is issued, to be used as the Operator's share of haul road upgrades and maintenance activities. This one-time payment may be used by the Township to cover costs for the preparation and adjusting of this and/or any other agreement.

- (ii) The Operator will contribute \$0.06 per extracted tonne to the Ghent Pit Trust Account on an annual basis.
  - (iii) The calculated amount in 2.3 (a)(ii) will be net of any gravel removed from the Ghent Pit save and except gravel used solely for municipal works as determined by the operator and confirmed by the Township.
- (b) The contributions by the parties, as identified in Sections 2.3 (a) (ii) will continue until the license has been cancelled, revoked, or all aggregate has been extracted from the Ghent Pit.
  - (c) The contributions by the Operator will be provided at the same time the Operator makes its annual payments of its TOARC Levy. The Operator shall provide to the Township, on an annual basis, copies of all documents filed in connection with its TOARC Levy payments to permit the Township to verify the tonnage extracted by the Operator from the Ghent Pit. The Operator commits to making any adjustments required if the amounts paid under Section 2.3 (a) (ii) do not reconcile with its TOARC Levy payment documentation.
  - (d) The principal item eligible to be paid out of the Ghent Pit Account includes the regular maintenance and upgrades required to maintain the Haul Route to an acceptable standard determined by the Township and that can be reasonably attributed to Pit Truck traffic from the Ghent Pit.
  - (e) Should the annual TOARC licence fee levy received by the Township increase through revisions to the requirements under the Aggregate Resources Act or any other legislation, the Township shall enter into an amending agreement or revised haul route agreement with the Operator. Where TOARC contributions by the Operator increase, the levy contributions determined in 2.3 (a) (ii) will also be reduced by the same amount of the increase up to a maximum of \$0.06.
  - (f) Should future revisions to the Aggregate Resources Act provide direction to municipalities with respect to the appropriate allocation of levies received from TOARC and/or direction in regard to the use of off-site development or haul route agreements, the Township shall enter into an amending agreement or revised haul route agreement with the Operator or repeal the agreement.

## 2.4 Other Works

- (a) The Operator shall obtain an entrance permit in accordance with the Township's Entrance Permit Policy.
- (b) The Operator shall complete construction of the entrance to the Ghent Pit prior to the hauling of any aggregate there from, save and except for any materials used in the entrance construction required under this agreement. Construction of the entrance must be completed to the Township's satisfaction as noted in the terms of the entrance permit.

## 2.5 Signage

- (a) The Operator shall install "Truck Entrance" signs before the pit entrance in both directions on Concession 4 N at a distance from the pit entrance determined by Township staff.
- (b) Signage must be deemed satisfactory to the Township and adhere to all relevant municipal and provincial standards.
- (c) The Operator is responsible for all costs associated with the acquisition and installation of signage identified in the Agreement as required by the Aggregate Resources Act.

## 2.6 Ghent Pit Driver(s) Training

- (a) Drivers of gravel trucks using the Ghent Pit shall be educated on the protocol regarding the presence of horse and buggy traffic using Concession 4 N and be trained in the required approach to safely overtake horse and buggy traffic along the Haul Route.
- (b) The Operator shall install signage at the entrance to the Ghent Pit educating drivers on the presence of pedestrians and cyclists along the Haul Route, particularly school children. The signage will include cautionary language to ensure driver awareness that school buses and school children use the Haul Route between 7-9 am and 3-5 pm.

## 2.7 Release Upon Assignment Disposition of Property

In order to be released from its obligations hereunder, the Operator must: (a) be in compliance with all of the provisions of this agreement: and (b) require any potential assignee or purchaser to assume all such obligations and to become a party to this agreement in the Operator's place and stead, prior to entering into any agreement that purports to transfer to any third party, all or any portion of the Ghent Pit. Provided that the Operator is in compliance with this agreement and the assignee/transferee has entered



into an assignment of this agreement as provided in this Section 2.9, the Township will provide a release to the Operator.

## SECTION 3 - REMEDIES

### 3.1 Breach

- (a) In the event that the Operator substantially breaches any of the terms of this agreement, the Township shall provide the Operator with written notice of such breach and a request for rectification within seven (7) days. Should the Operator fail to rectify the breach, the Township, at its option, may terminate this agreement or may use its own employees or subcontractor, to complete the Works.
- (b) Should the Township use its own employees or subcontractor to complete the Works and without limiting the generality of the following, the Township shall have the right to purchase materials, tools and machinery immediately, and to employ workers as in its absolute discretion, as are required for the completion of the Works, all at the expense of the Operator. The cost of such completion work shall be calculated by the Township's staff or consultant whose decision shall be final.
- (c) The Operator shall be liable for all completion costs incurred by the Township and shall make payment of these costs to the Township within 60 days of demand.

## SECTION 4 - GENERAL

### 4.1 Enforceability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable herein.

### 4.2 Notice

Where this agreement requires notice to be delivered by one party to another, such notice must be in writing and delivered by electronic PDF file format, or by courier from one party to another, at their addresses noted below. Such notice will be deemed to have been given, if by electronic PDF file format on date of delivery with electronic confirmation of receipt

obtained if received before 5:00 p.m, on a business day, and if thereafter, then delivery is deemed to be on the next business day, and if by courier on the 2nd business day following the sending thereof, which, for the purposes of this agreement will be deemed to exclude Saturdays, Sundays and statutory holidays.

**Township of Wellington North**

7490 Sideroad 7 W, PO Box 125  
Kenilworth, Ontario, N0G 2E0  
TEL: 519-848-3620  
Email: township@wellington-north.com

and

H. Bye Construction  
395 Church Street N., Box 189  
Mount Forest, Ontario, N0G 2L0  
TEL: 519-323-1520  
Email: cbye@hbyeconstruction.com

Addresses and contact numbers may be changed by written notice to the parties.

**4.3 Governing Law**

This agreement shall be interpreted in accordance with and governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**4.4 Entire Agreement**

This agreement shall constitute the entire agreement between the parties and the parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this agreement other than as expressed herein in writing.

**4.5 Other Applicable Laws**

Nothing in this agreement will relieve the Operator from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body which has jurisdiction over the Ghent Pit.

**4.6 Further Assurances**

The parties agree to execute such further documents and consents as required for the purposes that may affect the carrying out of this agreement.

4.7 Effective Date

This agreement shall be effective from the date that it is signed by the final signatory hereto.

4.8 Binding

This agreement shall enure to the benefit of and be binding upon the parties and their respective administrators, successors and assigns.

4.9 Any of the parties hereto may register this agreement on title to the Ghent Pit, at the expense of the Operator.

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW:

DATE:

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Michael Givens, CAO

THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH

DATE:

\_\_\_\_\_  
Randy Bye, Owner

H. BYE CONSTRUCTION LTD.

## SCHEDULE "A"

### LEGAL DESCRIPTION OF THE LAND

The subject lands are legally described as Parts of Lots 5 and 6, Concession 5, geographic Township of Arthur, Township of Wellington North, County of Wellington.

These properties are owned by Alette Holsteins Ltd. which has entered into an extraction agreement with H. Bye Construction Ltd.

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

**BY-LAW NUMBER 097-16**

**BEING A BY-LAW TO ENTER INTO AN AGGREGATE HAUL  
ROUTE AGREEMENT WITH LAVERNE WEBER AND ERMA  
WEBER AND THE TOWNSHIP OF WELLINGTON NORTH**

**WHEREAS**, the Township of Wellington North deems it expedient to enter into an aggregate haul route agreement with Laverne Weber and Erma Weber

**THEFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH  
ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with Laverne Weber and Erma Weber in substantially the same form as the agreement attached hereto as Appendix "A".
2. That the Mayor and the Chief Administrative Officer of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.
3. That this by-law shall come into force and take effect upon being passed by Council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
5<sup>th</sup> DAY OF DECEMBER 2016.**

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

\_\_\_\_\_  
**MICHAEL GIVENS, CAO**

SCHEDULE 'A'  
AGGREGATE HAUL ROUTE AGREEMENT – "STACK PIT"

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the  
Township)

-and-

LAVERNE WEBER and ERMA WEBER  
(the Operator)

WHEREAS Laverne Weber and Erma Weber are the future Operators of a gravel pit known as the "Stack Pit" located on lands described in Schedule A;

AND WHEREAS the Operator has applied to the Ministry of Natural Resources and Forestry (MNR) for a license to extract a maximum of 75,000 tonnes per annum of aggregate from what is to be known as the "Stack Pit";

AND WHEREAS the Haul Route for Pit Traffic associated with the Stack Pit and other aggregate activities is Township of Wellington North Concession 4N between Provincial Highway 89 and Stack Pit entrance on Sideroad 2E;

AND WHEREAS the Township has deemed it advisable and in the public interest to enter into an agreement with the Operator as part of the gravel pit development process;

AND WHEREAS the parties agree that this agreement and the matters contained herein will be of benefit to the Township, the general public and the Operator, notwithstanding there is no legal requirement under the Planning Act, the Aggregate Resources Act or any other provincial statute requiring an aggregate proponent to enter into such an agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, including, but not limited to, the Township supporting the Application and the Operator's promise to use the prescribed Haul Route set out herein, the parties covenant and agree as follows:

## SECTION 1 - INTERPRETATION

### 1.1 Definitions

In this agreement, unless there is something in the subject matter or context to the contrary, the following words have the meanings set out below:

“Stack Pit License” means an *Aggregate Resources Act* Category 3, Class A License to extract a maximum of 75,000 tonnes of aggregate per annum from the subject lands described in Schedule “A”;

“Stack Trust Account” means an account established by the Township for the purpose of receiving funds and the dispersing of funds for the purposes outlined in this agreement, and such account will be maintained by the Township;

“Operator” means the successor, assigns, heirs, executors, administrators, or other legal representative of the Operator of whom the context may apply according to law and includes an individual, an association, a partnership and a corporation;

"Pit Traffic" means any trucks originating from or destined for the Stack;

"TOARC Levy" means the per tonne levy imposed upon the producers of aggregate in the Province of Ontario by The Ontario Aggregate Resources Corporation

"Works" means the items set out in this Agreement, pertaining to the municipal entrance requirements and haul route upgrades and future maintenance/upgrade requirements.

### 1.2 Headings

The headings inserted in this agreement are inserted for convenience only and not as a means of interpreting this agreement.

### 1.3 Reference to Statutes

References herein to any statute or any provision thereof includes such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

#### 1.4 Operator's Expense

Every provision of this agreement by which the Operator is obligated in any way is deemed to include the words "at the expense of the Operator" and "to the Township's satisfaction", unless specifically stated otherwise.

#### 1.5 Schedules

Schedules attached form part of this agreement and have the same force and effect as if the information contained on them was included in the body of this agreement.

### SECTION 2 - ADMINISTRATION AND WORKS

#### 2.1 Agreement Application

- (a) Should the Operator's application or the license required to operate the Stack Pit not receive final and binding approval, the terms of this agreement will be null and void provided no aggregate is hauled from the Stack Pit.
- (b) Should the Operator apply for an amendment to the Stack Pit license with respect to the annual tonnage limit, the Operator shall be required to enter into an amending agreement or revised haul route agreement with the Township.

#### 2.2 Haul Route Designation and Use

- (a) All Pit Traffic shall use haul route approved as part of the Aggregate license.
- (b) The Operator shall comply with any necessary seasonal half load restrictions imposed by the Township.

#### 2.3 Haul Route Cost Sharing & Associated Works

- (a) The parties will make the following contributions to the Stack Pit Account which will be maintained and held by the Township:
  - (i) The Operator will provide a one-time contribution of \$10,000.00 once the license is issued, to be used as the Operator's share of haul road upgrades and maintenance activities. This one-time payment may be



- used by the Township to cover costs for the preparation and adjusting of this and/or any other agreement.
- (ii) The Operator will contribute \$0.06 per extracted tonne to the Stack Pit Trust Account on an annual basis.
  - (iii) The calculated amount in 2.3 (a)(ii) will be net of any gravel removed from the Stack Pit save and except gravel used solely for municipal works as determined by the operator and confirmed by the Township.
- (b) The contributions by the parties, as identified in Sections 2.3 (a) (ii) will continue until the license has been cancelled, revoked, or all aggregate has been extracted from the Stack Pit.
  - (c) The contributions by the Operator will be provided at the same time the Operator makes its annual payments of its TOARC Levy. The Operator shall provide to the Township, on an annual basis, copies of all documents filed in connection with its TOARC Levy payments to permit the Township to verify the tonnage extracted by the Operator from the Stack Pit. The Operator commits to making any adjustments required if the amounts paid under Section 2.3 (a) (ii) do not reconcile with its TOARC Levy payment documentation.
  - (d) The principal item eligible to be paid out of the Stack Pit Account includes the regular maintenance and upgrades required to maintain the Haul Route to an acceptable standard determined by the Township and that can be reasonably attributed to Pit Truck traffic from the Stack Pit.
  - (e) Should the annual TOARC licence fee levy received by the Township increase through revisions to the requirements under the Aggregate Resources Act or any other legislation, the Township shall enter into an amending agreement or revised haul route agreement with the Operator. Where TOARC contributions by the Operator increase, the levy contributions determined in 2.3 (a) (ii) will also be reduced by the same amount of the increase up to a maximum of \$0.06.
  - (f) Should future revisions to the Aggregate Resources Act provide direction to municipalities with respect to the appropriate allocation of levies received from TOARC and/or direction in regard to the use of off-site development or haul route agreements, the Township shall enter into an amending agreement or revised haul route agreement with the Operator or repeal the agreement.

## 2.4 Other Works

- (a) The Operator shall obtain an entrance permit in accordance with the Township's Entrance Permit Policy.
- (b) The Operator shall complete construction of the entrance to the Stack Pit prior to the hauling of any aggregate there from, save and except for any materials used in the entrance construction required under this agreement. Construction of the entrance must be completed to the Township's satisfaction as noted in the terms of the entrance permit.

## 2.5 Signage

- (a) The Operator shall install "Truck Entrance" signs before the pit entrance in both directions on Concession 4 N at a distance from the pit entrance determined by Township staff.
- (b) Signage must be deemed satisfactory to the Township and adhere to all relevant municipal and provincial standards.
- (c) The Operator is responsible for all costs associated with the acquisition and installation of signage identified in the Agreement as required by the Aggregate Resources Act.

## 2.6 Stack Pit Driver(s) Training

- (a) Drivers of gravel trucks using the Stack Pit shall be educated on the protocol regarding the presence of horse and buggy traffic using Concession 4 N and be trained in the required approach to safely overtake horse and buggy traffic along the Haul Route.
- (b) The Operator shall install signage at the entrance to the Stack Pit educating drivers on the presence of pedestrians and cyclists along the Haul Route, particularly school children. The signage will include cautionary language to ensure driver awareness that school buses and school children use the Haul Route between 7-9 am and 3-5 pm.

## 2.7 Release Upon Assignment Disposition of Property

In order to be released from its obligations hereunder, the Operator must:

- (a) be in compliance with all of the provisions of this agreement: and (b) require any potential assignee or purchaser to assume all such obligations

and to become a party to this agreement in the Operator's place and stead, prior to entering into any agreement that purports to transfer to any third party, all or any portion of the Stack Pit. Provided that the Operator is in compliance with this agreement and the assignee/transferee has entered into an assignment of this agreement as provided in this Section 2.9, the Township will provide a release to the Operator.

### SECTION 3 - REMEDIES

#### 3.1 Breach

- (a) In the event that the Operator substantially breaches any of the terms of this agreement, the Township shall provide the Operator with written notice of such breach and a request for rectification within seven (7) days. Should the Operator fail to rectify the breach, the Township, at its option, may terminate this agreement or may use its own employees or subcontractor, to complete the Works.
- (b) Should the Township use its own employees or subcontractor to complete the Works and without limiting the generality of the following, the Township shall have the right to purchase materials, tools and machinery immediately, and to employ workers as in its absolute discretion, as are required for the completion of the Works, all at the expense of the Operator. The cost of such completion work shall be calculated by the Township's staff or consultant whose decision shall be final.
- (c) The Operator shall be liable for all completion costs incurred by the Township and shall make payment of these costs to the Township within 60 days of demand.

### SECTION 4 - GENERAL

#### 4.1 Enforceability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable herein.

#### 4.2 Notice

Where this agreement requires notice to be delivered by one party to another, such notice must be in writing and delivered by electronic PDF file format, or by courier from one party to another, at their addresses noted below. Such notice will be deemed to have been given, if by electronic PDF file format on date of delivery with electronic confirmation of receipt obtained if received before 5:00 p.m, on a business day, and if thereafter, then delivery is deemed to be on the next business day, and if by courier on the 2nd business day following the sending thereof, which, for the purposes of this agreement will be deemed to exclude Saturdays, Sundays and statutory holidays.

**Township of Wellington North**

7490 Sideroad 7 W, PO Box 125  
Kenilworth, Ontario, N0G 2E0  
TEL: 519-848-3620  
Email: township@wellington-north.com

and

Laverne Weber  
Erma Weber  
9513 Concession Rd 6  
RR 6 Mount Forest, Ontario, N0Q 2L0

Addresses and contact numbers may be changed by written notice to the parties.

**4.3 Governing Law**

This agreement shall be interpreted in accordance with and governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**4.4 Entire Agreement**

This agreement shall constitute the entire agreement between the parties and the parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this agreement other than as expressed herein in writing.

**4.5 Other Applicable Laws**

Nothing in this agreement will relieve the Operator from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or

regulations established by any other governmental body which has jurisdiction over the Stack Pit.

4.6 Further Assurances

The parties agree to execute such further documents and consents as required for the purposes that may affect the carrying out of this agreement.

4.7 Effective Date

This agreement shall be effective from the date that it is signed by the final signatory hereto.

4.8 Binding

This agreement shall enure to the benefit of and be binding upon the parties and their respective administrators, successors and assigns.

4.9 Any of the parties hereto may register this agreement on title to the Stack Pit, at the expense of the Operator.

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW:

DATE:

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Michael Givens, CAO

THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH

DATE:

\_\_\_\_\_  
Laverne Weber, Owner

\_\_\_\_\_  
Erma Weber, Owner

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LAND

The subject lands are legally described as Lot 4, Concession 5, geographic Township of Arthur, Township of Wellington North, County of Wellington.



November 17, 2016

### **In This Issue**

- ECO's report details importance of asset management, stormwater fee tools.
- Call for comments on *Construction Lien Act Review*.
- Save up to 25% on personal home & auto insurance.
- Compare data and implement best practices using MIDAS.
- Careers.

### **Provincial Matters**

The Environmental Commissioner of Ontario (ECO) released a report on stormwater charges and asset management planning, to support decision-making and funding of municipal stormwater infrastructure. Stormwater facilities provide critical services to communities in the face of changing weather and to manage source water quality. Infrastructure funding challenges continue for many municipalities and flexible, rate based financing can be an appropriate tool to meet local needs.

The Ministry of the Attorney General is looking for feedback from AMO next week on the recent *Construction Lien Act Review*. To participate and learn more, please contact Amber Crawford.

### **LAS**

LAS and Cowan Insurance partner to offer Ontario municipalities an exclusive personal home and auto insurance program for staff members and elected officials. Save up to 25% off regular rates. Get your free quote today!

### **Municipal Matters**

The Municipal Information & Data Analysis System (MIDAS) can query 15 years of municipal FIR data and generate 'true peer' comparison groups based on many variables. It can analyze and report on trends and empower staff and council through better information and insight. Watch a MIDAS video to see what MIDAS can do for you - free of charge to all Ontario municipalities. To get access, email midasadmin@amo.on.ca today.

### **Careers**

Policy Intern - AMO. Assisting Senior Advisors and the Director of Policy, the successful candidate will support AMO's policy development process. Please apply in confidence to hr@amo.on.ca by Friday, January 20, 2017 at 12 noon.

Director of Economic Development and Tourism - City of Brantford. Job ID number 255. To apply online, please visit the City of Brantford website and click on Current Opportunities. Closing date for applications: 4:30 p.m., Thursday, November 24, 2016.

Chief Executive Officer - Niagara Regional Housing. If you are interested in applying for this position, email your resume, in confidence, to Organization Consulting Limited at NRHCEO@oclsearch.ca, or contact Robert Johnston, President, at 416.385.9975.

Chief Administrative Officer - Kawartha Conservation. Please visit Kawartha Conservation for a full job description. Applicants are required to electronically submit a cover letter and resume (in MS WORD or ADOBE PDF) no later than Friday, December 16, 2016 to: Confidential@KawarthaConservation.com.

Senior Policy Analyst, Social Assistance #19841 - York Region. Department: Community and Health Services, Social Services Branch. Location: Newmarket. Temporary Full-Time, Approx. 15 months. Please apply online at [York Region Careers](#) by November 28, 2016, quoting competition number 19841.

Senior Planner - Sustainability Coordinator - Town of Whitby. Application Deadline: Monday, November 28, 2016. To apply, please quote Posting Reference No.: 16-F041-510H, and fax, mail or email your application/resume to: The Corporation of the Town of Whitby - Human Resource Services, 575 Rossland Road East, Whitby, ON L1N 2M8. Fax: 905.430.4340, Email: [jobs@whitby.ca](mailto:jobs@whitby.ca).

Call for BAO Board of Director Applicants - Bereavement Authority of Ontario (BAO). The BAO is seeking four (4) skills-based Directors for BAO's first permanent Board of Directors. Application deadline: December 16, 2016. For more information not included in this Call for Applicants, please contact Lisa Padgett, Manager of the Office of the Register and Board of Directors: 647.483.2645 ext. 202 or [lisa.padgett@thebao.ca](mailto:lisa.padgett@thebao.ca).

### **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

### **AMO Contacts**

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.





November 24, 2016

### **In This Issue**

- Summary of National Housing Strategy Input released.
- LAS LED Streetlight Program shines bright!
- Reduce municipal group benefits costs with LAS.
- Careers with AMO, LAS and King Township.

### **Federal Matters**

The Government of Canada has released a report summarizing input received on the National Housing Strategy consultation. AMO made a submission, which can be accessed here.

### **LAS**

Our LED Streetlight program has been recognized by the World Bank as being among the most efficient and successful delivery models in the world. As well, we accepted the Canadian Lightsaver of the Year Award on behalf of LAS and our partners at the 2016 National Summit hosted by Lightsavers Canada and the CUI this past Friday. Contact Jeff Barten to find out more about our success!

LAS and Mosey & Mosey partner to offer a municipal group benefits program for staff and elected officials. If your municipality does not have a group benefits plan or it is not through an aggregated consortium, you could be leaving money on the table. Contact LAS for a free, no obligation quote today.

### **Careers**

Policy Intern - AMO. Assisting Senior Advisors and the Director of Policy, the successful candidate will support AMO's policy development process. Please apply in confidence to hr@amo.on.ca by Friday, January 20, 2017 at 12 noon.

Municipal Energy Specialist (Eastern Ontario) - LAS. The Municipal Energy Specialist is responsible for identifying and implementing energy and cost saving opportunities at the municipal level. Please apply in confidence to hr@amo.on.ca by December 9, 2016 at 12:00 p.m.

General Manager of Operations - King Township. Please forward your resume by December 9, 2016 to: Human Resources, 2075 King Road, King City, ON L7B 1A1. Email: hr@king.ca. Job description available on the King Township website.

### **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow @AMOPolicy on Twitter!

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Municipal Wire, Career/Employment and Council Resolution Distributions

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# Laura Altena



Mike Givens, CAO  
Township of Wellington North  
BOX125  
Kenilworth

11/12/2016

Dear Mike,

I would like to thank you for awarding me with the Township of Wellington North Scholarship. Currently I am enrolled in the Associate diploma of Agriculture at the University of Guelph, Ridgetown Campus. The 300 dollars will allow me to participate in an agricultural trip, to the United States that the school is offering this coming August.

Sincerely,

Laura Altena

RECEIVED

NOV 17 2016

TWP. OF WELLINGTON NORTH





November 10, 2016

Mayor, Andy Lennox  
Township of Wellington North  
7490 Sideroad 7 W, PO Box 125,  
Kenilworth, Ontario N0G 2E0

**Re: Michael Givens– Graduation from AMCTO’s Executive Diploma in Municipal Management**

On behalf of the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), I am extremely pleased to announce that Michael has successfully completed the intensive process to graduate from the Association’s Executive Diploma in Municipal Management. We believe that this is a tremendous accomplishment and should be regarded with pride by your municipality.

Founded in 1938, with a membership of more than 2,200 municipal professionals across the province, AMCTO is proud to be the largest municipal professional association in Ontario, with the mandate to provide high quality education and professional development programs in order to foster municipal excellence in the province.

The Executive Diploma in Municipal Administration is the most comprehensive career development program designed specifically for Ontario’s municipal managers. Graduates of this Diploma Program are informed leaders with a comprehensive understanding of the complex and interrelated components of municipal management, and who can immediately implement their knowledge and thus have an integrated and positive impact on any municipal corporation.

Michael has successfully completed the rigorous evaluation process to graduate from this Diploma Program.

We hope that you, and your colleagues on Council, will join us in congratulating Michael on this significant achievement.

Should you have any questions, please contact Manjit Badh @ 905-602-4294 ext: 228 or [mbadh@amcto.com](mailto:mbadh@amcto.com)

Yours truly,

A handwritten signature in black ink that reads "Andrew Koopmans". The signature is written in a cursive, slightly slanted style.

Andrew Koopmans, CMA  
Executive Director

Board of Directors Meeting #9/16

October 19, 2016

- DIRECTORS PRESENT:** Art Versteeg, Jim Campbell, Deb Shewfelt, Alison Lobb, Alvin McLellan, Wilf Gamble, David Turton, Roger Watt,
- ABSENT WITH REGRETS:** Bob Burtenshaw
- ABSENT:** Paul Gowing, Matt Duncan
- STAFF PRESENT:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Brandi Walter, Environmental Planner/Regulations Officer
- COMMUNITY ATTENDEES:** Morten, Helene and Lasse Jakobsen

1. Call to Order

Chair Art Versteeg welcomed everyone and called the meeting to order at 7:00 pm noting there is a hearing in tonight's business.

2. Declaration of Pecuniary Interests

There were no pecuniary interests at this time.

3. Hearing: Ontario Regulation 164/06: Hearing Report #2/16 (attached)

Motion FA #73/16

Moved by: Alvin McLellan

Seconded by: Deb Shewfelt

THAT the Board of Directors sit as a Hearing Board.

(carried)



The following motion was passed in session at the Board Hearing Meeting #2/16.

**Motion HM #5/16**

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**THAT** the Hearing Board now sits as Executive Committee.

(carried)

**4. Minutes - Approval of Minutes of Board of Directors Meeting #8/16 held on September 21, 2016 (attached)**

The minutes from the Board of Director's meeting #8/16 held on September 21, 2016 have been circulated to the Director's for their information and approval.

This motion followed.

**Motion FA #75/16**

**Moved by: Deb Shewfelt**

**Seconded by: Alvin McLellan**

**THAT** the minutes from the Board of Director's meeting #8/16 held on September 21, 2016 be approved.

(carried)

**5. Business Requiring Direction/Decision:**

- a) 2017-2019 Work Plan and Financial Forecast: **Report #51A/B/16** (attached)

Phil Beard, General Manager/Secretary-Treasurer began the presentation of these reports by reviewing the MVCA three key priorities:

- Strengthen Flood/Erosion Safety Services
- Strengthen Watershed Stewardship Services
- Stabilize MVCA financial base

The General Manager/Secretary-Treasurer highlighted the major focus and activities for each service area as outlined in Report #51A.

Under the Corporate Work Plan, the Board discussed the possibility of developing an additional report to be sent to member municipalities along with the minutes. The Board asked staff to look at the approach used by the ABCA regarding the circulation of their GM's report with the Board minutes. The following motion was made.

**Moved by: Alison Lobb**

**Seconded by: Wilf Gamble**

**THAT** staff bring a report on the approach used by ABCA to the November 16, 2016 Board meeting.

**(carried)**

The General Manager/Secretary-Treasurer reviewed #51B/16, the 2017-2019 financial forecast with the Board. The forecast shows that MVCA should be in a position to stabilize its operating budget by 2018 and its capital budget by 2019. However there are still several outstanding matters that could affect both operating and capital over the next three years. The GM/ST requested direction on whether the 2017 financial forecast and work plan could be used as a starting point for developing the 2017 draft Budget and work plan.

The Board discussed the format used to outline the 2017-2019 work plan. The Board requested that staff try and summarize the work plan for all three years on the same table so that it would be easier to understand the activities that will be undertaken each year and how one year builds on the next. The following motion was made.

**Motion FA #77/16**

**Moved by: Roger Watt**

**Seconded by: Wilf Gamble**

**THAT** staff change the format of the workplan so that all 3 years are summarized on one table for each service area.

**(carried)**

Chair Art Versteeg congratulated Phil Beard, General Manager/Secretary-Treasurer and staff on an excellent report and the following motion was made.

**Motion FA #78/16**

**Moved by: Alison Lobb**

**Seconded by: David Turton**

**THAT** the 2017-2019 work plan and financial forecast be approved; **AND THAT** the 2017 draft budget and work plan be developed based upon the financial forecast for 2017; **AND FURTHER THAT** the 2017 draft budget for Authority funded projects be presented at the November 16, 2016 Board meeting for review and direction; **AND FURTHER THAT** the 2017 budget and work plan be presented to the Board of Directors at the December 21, 2016 Board meeting for review and direction.

**(carried)**

- b) Structural Assessment: Logan’s Mill, Brussels: **Report #52/16** (attached)

Conservation Areas Coordinator Stewart Lockie presented Report #52/16 regarding the results of the structural assessment for Logans Mill in Brussels. The Conservation Areas Coordinator identified that the structural engineer has identified that repairs are required to the wall on the mill and that these repairs need to be undertaken this fall. Mr. Lockie advised that the Community Group looking into the potential for refurbishing the mill are interested in assisting with the cost of the repair work, however

they have not had an opportunity to meet and discuss the matter formally as yet. The Board decided that it was important to act on the engineer's recommendation; therefore the following motion was made.

**Motion FA #79/16**

**Moved by: Roger Watt**

**Seconded by: David Turton**

**THAT MVCA proceed with completing the repair outlined in item 1. of Report #52/16; AND THAT MVCA covers the cost of the repair if the Maitland Mills Project Steering Committee isn't able to.**

**(carried)**

**6. Reports:**

**a) Chair's Report:**

Chair Art Versteeg attended Conservation Ontario Council on September 26, 2016. Art advised that the Minister of Natural Resources and Forestry attended the meeting and advised that she was committed to completing the review of the Conservation Authorities Act. Art further advised that the timeline for completing the review will be lengthy and it is unknown as to whether the MNRF will be able to complete this review before the end of their current mandate.

Last week Art attended the public launch of MVCA's Carbon Footprint Initiative with Director Deb Shewfelt and GM/ST, Phil Beard. Molesworth Farm Supply gave a generous donation to MVCA for tree planting as part of their carbon footprint strategy. Follow up items will be brought to the Board from the CFI committee from Phil. Art commended Phil and Deb for bringing this 4 year effort to fruition.

Art spoke with Ben Van Deipenbeek recently and explained that MVCA is hopeful that HCW will eventually develop a 3 year budget. Art advised that the Chair of the Huron Clean Water Review Committee will be requesting \$400,000.00 for the 2017 funding at the November meeting of Huron County Council.

**b) Directors' Reports:**

Director David Turton reported that the 2016 IPM event was a success with an attendance of approximately 100,000.

**7. Consent Agenda**

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

- i) Conservation Ontario Council Report: **Report #53/16** (attached)
- ii) Revenue and Expenditures for September: **Report #54/16** (attached)

This motion followed.

**Motion FA #80/16**

**Moved by: Alvin McLellan**

**Seconded by: Jim Campbell**

259  
**THAT** Report #53 through 54/16 and the recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

**8. Review of Meeting Objectives/Follow-up Actions/Next meeting**

Chair Art Versteeg declared the meeting objectives were met and that a hearing had been held. The next meeting is being held at the Admin Centre in Wroxeter on November 16, 2016.

**9. Adjournment**

The meeting adjourned at 8:58 pm with this motion.

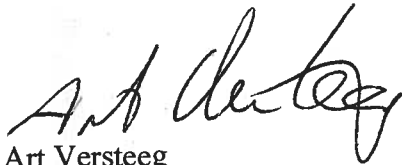
**Motion FA #79/15**

**Moved by: Roger Watt**

**Seconded by: Wilf Gamble**

**THAT** the meeting be adjourned.

(carried)



Art Versteeg  
Chair



Danielle Livingston  
Administrative/Financial Services Coordinator



**Board Hearing #2/16**

**October 19, 2016**

**DIRECTORS PRESENT:** Art Versteeg, Deb Shewfelt, Alvin McLellan, Wilf Gamble, Alison Lobb, Roger Watt

**ABSENT WITH REGRETS:** Jim Campbell, Bob Burtenshaw,

**ABSENT:** Paul Gowing, David Turton, Matt Duncan

**STAFF PRESENT:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Admin/Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Brandi Walter, Environmental Planner/Regulations Officer

**COMMUNITY ATTENDEES:** Morten, Helene and Lasse Jakobsen

The following motion was passed in session at the Board of Directors Meeting #9/16.

**Motion FA #73/16**

**Moved by: Alvin McLellan**

**Seconded by: Deb Shewfelt**

**THAT** the Board of Directors sit as a Hearing Board.

**(carried)**



A roll call of the Hearing Board was taken by Danielle Livingston.

	<u>Present</u>	<u>Absent</u>
Art Versteeg	√	
Jim Campbell		√
Deb Shewfelt	√	
Alison Lobb	√	
Alvin McLellan	√	
Bob Burtenshaw		√
David Turton		√
Matt Duncan		√
Roger Watt	√	
Wilf Gamble	√	

**Hearing: Ontario Regulation 164/06: Jakobsen Development Application, Ashfield Ward, in the Township of Ashfield-Colborne-Wawanosh - Hearing Report #2/16 (attached).**

Chair Art Versteeg began with his remarks.

We are now going to conduct a hearing under Section 28 of the *Conservation Authorities Act* in respect of an application by MORTEN and HELENE JAKOBSEN, for permission to: RECONSTRUCT A DECK WITHIN THE EROSION HAZARD OF THE LAKE HURON SHORELINE on Part lot 23, Front Concession North Town Plot, Registered Plan 22R5370, Parts 1, 3, 8 to 13 in the Township of Ashfield-Colborne-Wawanosh, Ashfield Ward.

The Authority has adopted regulations under Section 28 of the *Conservation Authorities Act* which requires the permission of the Authority for development within an area regulated by the Authority in order to ensure no adverse affect on (the control of flooding, erosion, dynamic beaches or pollution or conservation of land) or to permit alteration to a shoreline or watercourse or interference with a wetland.

The Staff have reviewed this proposed work and a copy of the staff report has been given to the applicant.

The *Conservation Authorities Act* (Section 28 [12]) provides that:

“Permission required under a regulation made under clause (1) (b) or (c) shall not be refused or granted subject to conditions unless the person requesting permission has been given the opportunity to require a hearing before the Authority or, if the Authority so directs, before the Authority’s executive committee.”

In holding this hearing, the Authority Board/Executive Committee is to determine whether or not a permit is to be issued. In doing so, we can only consider the application in the form that is before us, the staff report, such evidence as may be given and the submission to be made on behalf of the applicant.

The proceedings will be conducted according to the *Statutory Powers Procedure Act*. Under Section 5 of the *Canada Evidence Act*, a witness may refuse to answer any questions on the ground that the answer may tend to criminate the person, or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the hearing members. 262

If the applicant has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chair of the Board.

Environmental Planner/Regulations Officer Brandi Walter presented the application that was submitted by Morten and Helene Jakobsen to the Hearing Board and explained the nature and location of the subject application.

Morten and Helene Jakobsen constructed a new 839 square foot deck to replace a smaller older deck at the above-noted property in the Spring of 2016. They did not apply for MVCA permission prior to undertaking construction, nor did the applicants apply for a building permit with the Township of Ashfield-Colborne-Wawanosh.

The subject property is located on the Lake Huron shoreline within the 100 year erosion hazard, and the existing cabin and new deck are located on the mid-point of the bluff slope. The overall slope is 20 to 22 meters high and inclined at 2 to 3 horizontal to 1 vertical. The landowners received a letter from MVCA via Krantz Law in 2014 upon purchase of the property. The letter identifies the property as being located in a regulated area for development. The letter advised the landowners that MVCA permission is required for development and site alteration, prior to undertaking the work.

It is the policy of MVCA to work with landowners to try and bring potential violations into compliance with the authority's development policies related to *Ontario Regulation 164/06* if the landowner is amenable. MVCA staff met with Mr. Jakobsen and his contractor at the subject property to assess the new deck and to advise the Jacobsen's of MVCA's policies for development proposals along the Lake Huron shoreline. On that day, Mr. Jakobsen agreed to apply for MVCA permission to obtain compliance. After the site visit, staff sent a memorandum to Mr. Jakobsen as follow-up from the meeting, which formally outlined MVCA's application process and conditions for approval.

Hearing Report #2/16 is for the Boards review and to gain direction on the development application; Ontario Regulation 164/06: Morten and Helene Jakobsen Deck Construction Application, Ashfield Ward, in the Township of Ashfield-Colborne-Wawanosh - Hearing Report #2/16 (attached).

Environmental Planner/Regulations Officer Brandi Walter advised the Board that staff are recommending that this application should not be approved as it is not complete and doesn't comply with MVCA's development policies.

Chair Art Versteeg invited the applicants to speak.

Morten Jakobsen addressed the Hearing Board and explained they purchased the property in 2015 and weren't aware that a permit was required for reconstructing a deck. They proceeded with replacing the existing deck with a larger one that is more stable and is supported by sono tubes.

Mr. Jakobsen noted there are 110 trees located on the property and they planted dogwood shrubs. Mr. Jakobsen did note that they did have to remove some ash trees. He thinks if the vegetation was more mature, that this (the slope stability) wouldn't be an issue and that they haven't done anything to tamper with the property. At this time, Mr. Jakobsen submitted photographs of the property to the Directors to review.

Mr. Jakobsen explained he has focused on solving erosion problems with the ACLA and it is

overreacting (having a geological study) if the structure is designated safe by an Engineer, noting that if something happens, it will come back to us (the applicant) as being liable. Mr. Jakobsen doesn't see any of this being a problem as a major storm drainage project was constructed to stop runoff from going over the bluff.

Chair Art Versteeg opened discussion from the public. No comments were made.

Members of the Hearing Board asked Mr. Jakobsen several questions related to the location of deck with respect to the dwelling, the type of footings that the cottage is located on, slope stability, the cost to hire a geotechnical Engineer. These questions were answered to the satisfaction of the Board. Staff were asked by the Board who would be liable if the deck did cause the slope to fail. Staff advised the Board that the authority is responsible for ensuring that development does not cause the slope to collapse.

Chair Art Versteeg called for other questions, comments or concerns. There were no further responses.

**Motion HM #2/16**

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**THAT** the Hearing Board move in camera for a property development matter.

**(carried)**

At this time, all attendees left the meeting with the exception of the Hearing Board Members, General Manager/Secretary-Treasurer, and the Administrative and Financial Services Coordinator.

The following motions were passed in camera at the Board Hearing Meeting #2/16.

**Motion HM#3/16**

**Motion HM #4/16**

**Moved by: Wilf Gamble**

**Seconded by: Alvin McLellan**

**THAT** the Hearing Board move out of in camera and resumes regular session.

**(carried)**

Attendees that were excused from the closed session were invited back to regular session. Director's Jim Campbell and David Turton joined the meeting.

Chair Art Versteeg advised applicants Morten and Helene Jakobsen that the Hearing Board had difficulty coming to a decision because the development was constructed without a permit, even though the applicants had been advised when they purchased the property that a permit would be required to develop in this area. However the Chair advised that the Board decided to approve application No. DEV40/2016 because the Board thinks that based upon the evidence that there is only a small chance that this development would impact the stability of the slope.

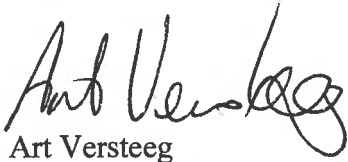
At this time, Jakobsen thanked the Board and noted that they now understand the process to follow should they decide to undertake additional development in the future.

**Moved by: Alison Lobb**

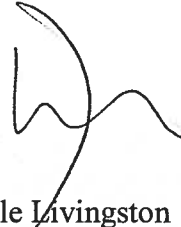
**Seconded by: Roger Watt**

**THAT** the Hearing Board now sits as Executive Committee.

**(carried)**



Art Versteeg  
Chair



Danielle Livingston  
Administrative and Financial Services Coordinator

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

**BY-LAW NUMBER 098-16**

**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, 2016.**

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

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

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on December 5, 2016 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 5TH DAY OF DECEMBER, 2016.**

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**ANDREW LENNOX  
MAYOR**

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**KARREN WALLACE  
CLERK**

## **MEETINGS, NOTICES, ANNOUNCEMENTS**

Tuesday, December 6, 2016	Recreation and Culture Committee	8:30 a.m.
Thursday, December 15, 2016	Cultural Roundtable	12:00 p.m.
Monday, December 19, 2016	Regular Council	7:00 p.m.
Friday, December 23, 2016	Office closes till December 28	12:00 p.m.
Friday, December 30, 2016	Office closes till January 3	12:00 p.m.

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

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427  
- Kitchener location – 1-855-656-3748  
TTY: 1-877-843-0368**

**Documents in alternate forms – CNIB – 1-800-563-2642**