

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
DECEMBER 17, 2018 @ 7:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

DISCLOSURE OF PECUNIARY INTEREST

O ' CANADA

RECESS TO MOVE INTO COURT OF REVISION

- Brubacher, Drain 19

RESUME REGULAR MEETING OF COUNCIL

ADOPTION OF MINUTES OF COUNCIL

- Inaugural Council Meeting, December 3, 2018 001
- Regular Meeting of Council, December 3, 2018 015

BUSINESS ARISING

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Cultural Roundtable Committee, December 6, 2018 023

2. FINANCE

- a. Cheque Distribution Report, December 6, 2018 027
- b. Report TR2018-017 being a report on the engagement of a Consulting Engineer for the Arthur Wastewater Treatment Plant Upgrade Project 031

3. FIRE

- a. Communiqué No. 61, November, 2018 036

4. BUILDING

- a. Report CBO 2018-19 Building Permit Review, period ending November 30, 2018 042
- b. Report CBO 2018-20 being a report on By-law Enforcement 045
- c. Report CBO 2018-21 being a report on Musashi Auto Parts Canada Inc. (Plant 1) – 333 Domville Street, Arthur 047
- d. Report CBO 2018-22 being a report on 2574574 Ontario Inc., B. Wilson, Durham Street 049

5. ADMINISTRATION

- a. Report CLK 2018-053 being a report on Committee Appointments 051
- b. Report CLK 2018-054 being a report on Wellington North municipal staff donation to local food banks 055
- c. Report CLK 2018-055 being a report on naming a street in Mt. Forest Developments Inc. Subdivision 057
- d. Report CLK 2018-056 being a report on Closed Meeting Investigator 060

- e. Report CLK 2018-057 being an update report on the licensing and retail sale of cannabis 062
- f. Report CLK 2018-058 being a report regarding the October 22, 2018 municipal election 072
- g. Notice of Application to Apply to Health Canada – Application to Become a Licensed Producer under the Cannabis Act 078

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- a. By-law Number 094-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Park Lot 5 and Part Park Lot 6 S/S Domville, geographic Township of Arthur – 1236757 Ontario Inc.) 080
- b. By-law Number 101-18 being a Provisional Drain By-law to provide for the construction of Drain 19 (Brubacher) Drainage Works 083
- c. By-law Number 106-18 being a by-law to establish the fees and charges for various services provided by the municipality 086
- d. By-law Number 110-18 being a by-law to authorize tax exemption for the properties of the Royal Canadian Legion Branch 226 in Arthur and Branch 134 in Mount Forest 097
- e. By-law Number 111-18 being a by-law to authorize the execution of an agreement between Futuresign Multimedia Displays Inc. and The Corporation of the Township of Wellington North 098
- f. By-law Number 112-18 being a by-law to enter into a Mutual Drain Agreement with John NyenHuis, Matilda NyenHuis, Darryl Nyenhuis and Johanna Nyenhuis and Stephen Dineen and Maureen Dineen and Merlin Metzger and Connie Metzger and the Township of Wellington North. 100
- g. By-law Number 113-18 being a by-law to authorize the execution of a Site Plan Agreement on the lands described as Pt Pklt 5 S/S Domville St., Survey Crown, Arthur Village & Pt Pklt 6 S/S Domville St., Survey Crown, Arthur Village Pt 1 60R3036 Pts 1 & 2, 60R1199 Except Pt 1, 61R6456; Wellington North. (333 Domville Street) County of Wellington (Musashi Auto Parts Canada Inc.) 111
- h. By-law Number 114-18 being a by-law to authorize the execution of a Development Agreement Pt Pklt 4 S/S Durham St & E/S Main St PI Town of Mount Forest as in DN422 except RO762177; Township of Wellington North, County of Wellington (2574574 Ontario Inc. – Wilson) 118

CONFIRMATORY BY-LAW NUMBER 115-18 137

ADJOURNMENT

MEETINGS, NOTICES, ANNOUNCEMENTS

Holiday Administrative Office Hours	Closed December 24, 2018 at Reopen January 2, 2019 at	1:00 p.m. 8:30 a.m.
Closed Session Educational or Training Session (239(3.1))	January 14, 2019	1:15 p.m.
Regular Council Meeting		2:00 p.m.
Recreation and Culture Committee	January 15, 2019	8:30 a.m.
Cultural Roundtable	January 17, 2019	12:00 p.m.
Arthur Downtown Revitalization Committee Meeting	January 23, 2018	7:00 p.m. to 9:00 p.m.
Mount Forest Downtown Revitalization Committee Meeting	January 24, 2018	7:00 p.m. to 9:00 p.m.
ROMA Conference	January 27 to 29, 2019	

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

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

- Kitchener location – 1-855-656-3748

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

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MINUTES OF INAUGURAL COUNCIL MEETING
DECEMBER 3, 2018 @ 2:00 P.M.**

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

<u>Members Present:</u>	Mayor:	Andrew Lennox
	Councillors:	Sherry Burke
		Lisa Hern
		Steve McCabe
		Dan Yake
<u>Staff Present:</u>	CAO:	Michael Givens
Director of Legislative Services/Clerk:		Karren Wallace
		Catherine Conrad
Director of Finance:		Adam McNabb
Chief Building Official:		Darren Jones
Economic Development Officer:		Dale Small
Community Recreation Coordinator:		Mandy Jones
Human Resources Manager:		Chanda Riggi
Fire Chief:		David Guilbault
Manager of Recreation Services:		Tom Bowden
Administrative Support:		Carol Hartt
Water & Sewer Superintendent		Barry Trood
Water Sewer Foreman:		Corey Schmidt
Acting Process Compliance Analyst:		Brad Hoover

CALLING TO ORDER

Michael Givens, CAO called the meeting to order at 2:00 pm.

O' CANADA

DECLARATION OF OFFICE BY MAYOR

The Declaration of Office was administered by Karren Wallace, Clerk

PRESENTATION OF CHAIN OF OFFICE

The Chain of Office was presented by Catherine Conrad, Deputy Clerk

DECLARATION OF OFFICE BY THE MEMBERS OF COUNCIL

The Declaration of Office was administered in unison by Karren Wallace, Clerk

INTRODUCTION OF 2018 – 2022 COUNCIL

Michael Givens, Chief Administrative Officer, introduced the 2018 – 2022 Council

Mr. Givens read congratulatory remarks from John Nater, MP, Perth-Wellington. (see attached addendum)

Mr. Givens gave his remarks. (see attached addendum)

INAUGURAL ADDRESS MAYOR LENNOX

In his opening remarks Mayor Lennox thanked the people of Wellington North for their support, welcomed back Councillors Yake, Burke, Hern and McCabe and thanked staff for their professional and dedicated work. Mayor Lennox reflected on the challenges and opportunities of growth in Wellington North. (see attached addendum)

COUNCILLORS' INTRODUCTORY COMMENTS

- Ward 1 – Councillor Yake

Councillor Yake thanked everyone for coming to the Inaugural Council Meeting and congratulated Mayor Lennox and fellow Council members and commented that the new term brings hope, vision and new challenges and that he looks forward to working with them for the next four years.

- Ward 2 – Councillor Burke

Councillor Burke congratulated Mayor Lennox, fellow Council members and the residents of Ward 2 for trusting in her commitment, dedication and community awareness for another term. She stressed the importance of investing in the community and promised to continue to do so for this term. Councillor Burke commented that she takes pride in what Council and staff have achieved and looks forward to initiative to continue engaging with the community and working with Council and staff. She thanked family and friends for their patience and support. (see attached addendum)

- Ward 3 – Councillor Hern

Councillor Hern stated that it is an honour and privilege to represent the residents of Ward 3 and she is truly humbled by their support. She thanked her family for their patience and support and offered congratulation to the 2018 – 2022 Council. (see attached addendum)

- Ward 4 – Councillor McCabe

Councillor McCabe thanked everyone for taking time to attend and acknowledged his mother, Stella McCabe, for her attendance. He commented that he is humbled to represent Ward 4 for another term in what he predicted will be a fantastic voyage and stated that “Great Things Await”.

CONFIRMATORY BY-LAW

Resolution 2018-408

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 104-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Inaugural Meeting held on December 3, 2018 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

Resolution 2018-409

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Inaugural Council meeting of December 3, 2018 be adjourned at 2:33 p.m.

CARRIED

CLERK

MAYOR

Perth Office

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 Stratford, Ontario N5A 6S4
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December 4, 2018

Mayor Andy Lennox
 Township of Wellington North Council
 Township of Wellington North
 7490 Sideroad 7 West
 Kenilworth, ON N0G 2E0

Dear Mayor Lennox and Councillors,

I appreciate this opportunity to offer my sincere congratulations and best wishes to each of you as you embark on the next four years of service to the community.

I would like to extend a special welcome to those of you who are serving on council for your first term and thank you all for your commitment to the people of the Township of Wellington North.

The impact your role in local government will have on the quality of life for the residents of Wellington North cannot be under estimated and I look forward to working with council and staff to continue the strong tradition of dedicated service that makes the communities of Wellington North such a wonderful place in which to live and work.

As always, if I can be of assistance at any time please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "John Nater".

John Nater, M.P.
 Perth—Wellington

Inaugural Meeting of Council

December 3, 2018

CAO's Remarks

We are fortunate as an organization to see familiar faces returning to council for the next 4 year term. A group who have embraced the opportunity to lead the Township of Wellington North and represent the interests of a diverse community. This is an opportunity to build on the momentum that has been generated. A chance to embrace new initiatives, build on our solid foundation, use the collective imaginations of Council, staff and our residents to take Wellington North to new heights.

We embark on a new journey together, refreshing Wellington North's Strategic Plan, embracing Asset Management as a key tool for future success and giving in depth consideration as to how we best service growth while continuing to provide amenities to our current residents. Key reports and implementation of our Community Growth Plan and Recreation Master Plan will continue to set the stage for the present and the future.

The growth within our community that the Mayor and Council have predicted the last 4 years, is here. Over this term of Council, we collectively have an opportunity to embrace and shape it. Now is the time to be thoughtful, bold leaders. Ground breakers, innovators. We should not forget our past but we should not be limited by it either. Times have changed and maintaining the status quo will leave us falling behind.

Who we are has not changed-"The Township of Wellington North is a team of dedicated volunteers, elected officials and professional staff who are committed to providing high quality service(s) and information to property owners, residents and visitors in order to generate high levels of community pride and happiness".

What has changed is the opportunity we now have to lead, stretch ourselves and our organization beyond what we may have previously thought was possible.

I would like to end with 2 quotes, one I have shared before-

“Change will not come if we wait for some other person or some other time. We are the ones we’ve been waiting for. [We are the change that we seek.](#)” – **Barack Obama**

Finally,

“Success is where preparation and opportunity meet.” **Bobby Unser**

Andy Lennox

Inaugural Speech Dec. 2018

Good afternoon ladies and gentlemen and welcome to the 2018 Inaugural meeting of council. I am honoured to stand before you again today to discuss our collective future and to mark a milestone in the progress of our Township.

Elections are a great opportunity to hear from a broad cross section of our community members. It helps to uncover what ought to be our collective priorities and help us set the course for the coming term. It was a privilege to participate in this election and I thank the people of Wellington North for their support. Now we must turn our attention to striving to make Wellington North an even better place to live, work and play for all.

I would like to welcome back to the table my colleagues from the last term, Dan Yake, Sherry Burke, Lisa Hern and Steve McCabe. To you, fellow members of Council, I say congratulations and thank you for continuing to serve our communities. The voters of Wellington North have chosen to keep our

current strong team in place and I look forward to continuing our work together in the coming years.

I would also like to recognize the families of our councilors. Their sacrifice should not go unnoticed. I know at our house, I am blessed to have Suzan, who tolerates my ever-changing schedule and who listens patiently as I sometimes have to talk through an issue.

To municipal staff throughout the Township, thank you for your professional and dedicated work. I look forward to working with you in the coming years as you continue to serve our strong and proud community.

As we gather here to rededicate ourselves to the challenges ahead, I thought I would share something that helps provide me with inspiration when the challenges seem large and insurmountable.

I brought with me today a book, an old book, that has been in my family since 1834. The book originally belonged to my great, great, great grandfather Andrew Dale. It is a geography book describing geography around the world published in

1833. It is in my possession because he must have given it to his son in law William Lennox before he made the arduous journey to emigrate to Canada. The book contains only 2 short pages to describe the conditions in Canada.

I find such inspiration in this book because it reminds me of the courage that it must have taken to make the choice to emigrate during those times, and more importantly the strength of their belief that by taking that chance they could make a better life for their family for the future. Once their decision was made there was no turning back. They staked their whole family's survival and welfare on the belief that there was a better life to be made here. I have very little information about the extent of the challenges they actually faced but I am sure they were very formidable. I do know they took the risk, they came, and through working hard and cooperating with others played a part in building the communities we enjoy today. The story I imagine, that goes with this book is important only in the fact that the underlying

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principles of the story are just as valid and appropriate today as they were then.

While the choices we have to make will not be so dramatic or life changing as theirs, I believe the principles are the same.

We must believe that we can build our community such that, it will provide a better life for future generations

We must dedicate ourselves to doing what we **can** do, and not wait for someone else to do it for us.

We must use teamwork, cooperation and collaboration to make it happen.

Over the last 4 years we have worked toward delivering high quality public services with an eye to continuous improvement. We have stretched ourselves to move closer to maintaining our existing infrastructure, all the while, striving to do it with stable predictable taxation. We have also spent time trying to prepare for future growth in our

Township. I look back on the last 4 years and I am amazed at what we have been able to accomplish together.

For the coming term, we need to continue to focus our attention on those priorities, but now that faster growth is actually happening, we also need to turn our attention to maximizing the benefits of growth for all of our residents and businesses. I have heard lots of people say, “why do we want growth? I am happy with our community the way it is”. Growth **will** mean that changes will occur in our communities, and **will** mean there will have to be some sacrifices, but growth **can** also mean that there is increased economic opportunity for all, it **can** mean that there will be new services available, and it **can** mean that existing services can be delivered more efficiently, thus moderating costs.

The challenge of maximizing the benefits of faster growth is new to this Council, to municipal staff and to our communities. It will mean that we must challenge ourselves to learn new things, risk trying different ideas and stretch ourselves and our abilities to meet this new challenge.

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In a similar way to the story of my ancestors' decision to emigrate here, we must have the courage to believe in, and commit ourselves to building a better future in the face of the unknown. We must commit to taking risks and doing the things that we can do, and not expect others will do it for us. And we will be successful if we use teamwork, and multiply our efforts through cooperation and collaboration with others.

Faster growth in our communities definitely will present significant challenges, but more importantly it presents a unique opportunity to build a stronger community for the future.

It promises to be an exciting time. Now is the time// for us to accept the challenge//embrace the opportunity//invest our time and resources//and make Wellington North better and stronger for the future.

Councillor Burke - 2018 - Inaugural

Congratulation , Mayor and other members of Council.

I have always believed in the important's of investing in our communities /people. As your Councillor for the past 8 years, that's what I've done/ will continue to do; by listening /giving a voice to your concerns.

It is a privilege to represent the residents of Ward 2, in Wellington North. I want to thank -you for trusting in my commitment, dedication and community awareness for another term.

I take great pride in what we have achieved together! The partnerships built that continue to benefit our area, increased dialogue with the community and optimizing your tax dollars with various funding opportunities.

I also look forward to working with Staff and Council, on the many of the new initiatives that will enrich our communities both culturally and economically.

On a more personal note, I would like to extend a special TY to my family/friends for the patients, encouragement and continuous support. Couldn't do this job without it.

Councillor Hern – Inaugural Comments

Good afternoon everyone and thank you for coming. It is an honour and privilege to represent the residents of Ward 3 and I look forward to another 4 years of being your councillor. I am truly humbled by the support of our Wellington North residents, and their faith in me. I never expected to be sitting here for a 2nd term.

I would also like to thank my family for their patience and support.

I promise to always attempt to work to the best of my abilities to serve the wonderful folks that call Wellington North home.

Congratulations as well to the other members of our 2018-2022 Council --We have 4 more years work ahead of us, and that begins this afternoon. Thanks again, I appreciate all of the support. The people of this township are why I love Wellington North and call it home.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MINUTES OF COUNCIL
DECEMBER 3, 2018 - FOLLOWING INAUGURAL COUNCIL MEETING**

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

<u>Members Present:</u>	Mayor:	Andrew Lennox
	Councillors:	Sherry Burke
		Lisa Hern
		Steve McCabe
		Dan Yake

<u>Staff Present:</u>	CAO:	Michael Givens
Director of Legislative Services/Clerk:		Karren Wallace
	Deputy Clerk:	Catherine Conrad
	Director of Finance:	Adam McNabb
	Chief Building Official:	Darren Jones
	Economic Development Officer:	Dale Small
	Community Recreation Coordinator:	Mandy Jones
	Human Resources Manager:	Chanda Riggi
	Water & Sewer Superintendent	Barry Trood
	Water Sewer Foreman:	Corey Schmidt
	Acting Process Compliance Analyst:	Brad Hoover

CALLING TO ORDER

Mayor Lennox called the meeting. (3:00 p.m.)

ADOPTION OF THE AGENDA

Resolution 2018-410

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the December 3, 2018 Regular Meeting of Council be accepted and passed as amended by moving reports CLK 2018-050 and CLK 2018-051 re cannabis as first item for discussion.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest reported.

ADOPTION OF MINUTES OF COUNCIL

Resolution 2018-411

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the minutes of the Council Meeting held on November 19, 2018 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES OF COUNCIL

Mayor Lennox reported there is some confusion in the public regarding the funding of the Mount Forest splash pad and confirmed the pad is being funded through fundraising dollars, not taxes.

DEPUTATION

Silvana Sangiuliano, Belwood, Ontario

- Impact of Marijuana

Ms. Sangiuliano appeared before Council to express her concern with the legalization of cannabis, citing addiction, crime, black market, potential dangerous situations by home production, health effects, etc. Municipalities have until January 22, 2019 to opt out; once a municipality opts in they cannot reverse their decision. Ms. Sangiuliano urged Council to opt out.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

Items 1a, 2a, 2b, 4a, 4b, 5a, 6a, 6b, 6c, 6d

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Resolution 2018-412

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items for Consideration on the December 3, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

1. *MINUTES*

a. *Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Meeting #77, June 22, 2018 be received.*

2. *FINANCE*

c. *Cheque Distribution Report, November 27, 2018 be received.*

3. *BUILDING*

a. *Report CBO 2018-18 Building Permit Review Period Ending October 31, 2018 be received.*

5. *OPERATIONS*

b. *Ontario Good Roads Association*

- *Nominations for Board of Directors*

Be received

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**Resolution 2018-413**

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the of the Corporation of the Township of Wellington North receive Report CLK 2018-050 being a report on the licensing and retail sale of cannabis; AND FURTHER THAT staff be directed to bring this item forward to the January 14, 2019 meeting of Council for consideration as to opt in or opt out.

CARRIED

Council directed staff to develop and post an online survey as to whether or not to permit the retail sale of cannabis in Wellington North.

Resolution 2018-414

Moved: Councillor Hern

Seconded: Councillor Yake

THAT Council of the of the Corporation of the Township of Wellington North receive Report CLK 2018-051 being a report on the legalization of recreational use and cultivation of cannabis.

CARRIED

Resolution 2018-415

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on November 20, 2018.

CARRIED

Resolution 2018-416

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North direct staff to prepare a by-law authorizing the Mayor and Clerk to enter into an agreement with Futuresign Multimedia Displays Inc. providing exclusive lobby advertising rights to Futuresign Multimedia Displays Inc., in exchange for the installation and maintenance of display units within the Township of Wellington North arena facilities for a period of 5 years, as recommended by the Recreation & Culture Committee.

CARRIED

Resolution 2018-417

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of Township of Wellington North authorize staff to proceed with the development and implementation of a Summer Day Camp

Program in both Arthur and Mount Forest in 2019, as recommended by the Recreation & Culture Committee.

CARRIED

Resolution 2018-418

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the of the Corporation of the Township of Wellington North receive Report OPS 2018-026 being a report on the Drinking Water Quality Management System (DWQMS) - Management Review for information.

CARRIED

Resolution 2018-419

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of Township of Wellington North receive Report TR2018-015 being a report on the FCM Green Municipal Fund Combined Loan and Grant agreement;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to proceed with preparation of an Authorizing By-law, and execution of the agreement presented by FCM.

CARRIED

Resolution 2018-420

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of Township of Wellington North receive for information Report TR2018-016 being a report on the Ministry of Municipal Affairs / Ministry of Housing Financial indicator review.

CARRIED

Resolution 2018-421

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the of the Corporation of the Township of Wellington North receive Report EDO 2018-36 dated December 3rd, 2018 with regards to the Invest Well Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North supports the approach being taken to integrate this program into the Township of Wellington North Community Improvement Plan.

CARRIED

Resolution 2018-422

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the of the Corporation of the Township of Wellington North receive Report EDO-2018-37 dated December 3rd, 2018 being a report on the Downtown-Main Street Revitalization Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve the committee membership & appointments as outlined below.

ARTHUR DOWNTOWN REVITALIZATION COMMITTEE

Chamber Directors	Tish Green	Corey Bilton	John Schmidt
Business Owners and/or Building Owners	Caroline Paquet Joe Walsh	Paula Coffey Steven Kozinets	Fran Turnbull James Coffey
Community Members	Jamie McKinnon	James Craig	Jacklyn Winter
Municipal Staff	Mike Givens	Dale Small	Mandy Jones
Council Members	Mayor Lennox	Councillor Hern	Councillor McCabe

MOUNT FOREST DOWNTOWN REVITALIZATION COMMITTEE

Chamber Directors	Shawn McLeod	Callee Rice	Pam Carson
Business Owners and/or Building Owners	Peter Mohr Bill Nelson	Dan McCallum Murray Townsend	Jeanean Mousseau Brian Plume
Community Members	Karen Rave	Crystal Seifried	Sharon Wenger
Municipal Staff	Mike Givens	Dale Small	Gabby Ieropoli
Council Members	Mayor Lennox	Councillor Yake	Councillor Burke

CARRIED

Resolution 2018-423

Moved: Councillor Yake

Seconded: Councillor Hern

THAT Council of the Township of Wellington North receive CLK Report 2018-052 being a report on Consent Application B117-18 being Part Lot 4, Concession 9 formerly West Luther, now the Township of Wellington North;

AND FURTHER THAT Council recommends that the applicant consider revising the boundary of the proposed severed lot to fully include the wooded/swamp area west of the proposed severed lot to avoid fragmentation of the natural feature;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B117/18 as presented with the following conditions:

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

- *THAT the owner enter into a drainage apportionment agreement for outlet of Drain 36 & 19*

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.

CARRIED

Resolution 2018-424

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Township of Wellington North receive CLK Report 2018-053 being a report on Committee Appointments;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to bring this report to the December 17, 2018 meeting of Council at which time appointments will be made.

CARRIED

NOTICE OF MOTION

No Notice of Motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

None.

BY-LAWS

Resolution 2018-425

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Numbers 105-18, 107-18 and 108-18 be read a First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

Celebrating the Mount Forest Greenhouses

On the other side of the whimsical green door at the far east end of Durham Street in Mount Forest, lies one of Wellington North's cultural treasures. Around the same time as the arrival of the first snow of the season, the Mount Forest Greenhouse is transformed into a stunning Christmas wonderland.

For the past eight years, owner Richard Quartel has been sharing his artistic talents with the community in the creation of this winter oasis. He is very quick to credit his team of three helpers, who together spend over 600 hours setting up the display. Their skill is showcased in how each of the 25 large trees, and many smaller ones, are decorated in different and equally stunning themes, from rustic woodland to elegant sparkles.

The display is set against a backdrop of antique furniture pieces, a vintage fireplace and a classic blue truck, along with numerous window frames and wooden doors. The tree ornaments, along with fresh holiday plants, flowers, wreaths, garlands, ribbons and other home decorations are for sale, but visitors clearly take joy in wandering through the rich atmosphere filled with seasonal music and imagining the possibilities. Many are loyal year after year.

Mount Forest Greenhouse has been a local family business since it was purchased by Harry Quartel in 1962. It was Richard's mother, Mary, who encouraged him several years ago to develop an opportunity for the Christmas market. She ran it for two years, often bringing in groups to enjoy the setting for afternoon tea. The display continues to grow and what Richard and his team have created is an inspiring cultural gem of which his family and our whole community can be proud.

Step out of the snow and indulge your own creative senses before it closes on Christmas Eve. Here's the Facebook link to a beautiful video to put you in the holiday spirit.

<https://www.facebook.com/mountforestgreenhouse/videos/482388375586531/?q=mount%20forest%20greenhouses>

CONFIRMATORY BY-LAW

Resolution 2018-426

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 109-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on December 3, 2018 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT**Resolution 2018-427**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Regular Council meeting of December 3, 2018 be adjourned at 4:09 p.m.***CARRIED**

CLERK

MAYOR



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

TOWNSHIP OF WELLINGTON NORTH: CULTURAL ROUNDTABLE
December 6th, 2018 12:00 pm COMMITTEE MEETING MINUTES

Members Present: Chair, Jim Taylor Bonny McDougall
Robert Macdonald Penny Renken
Linda Hruska Gail Donald

Also Present: Pastor Harry Engel, Wellington North Farmers Market
Mandy Jones, Community Recreation Coordinator
Gaby Ieropoli, Northern Wellington Youth Resiliency Worker

Staff Present Dale Small, Economic Development Officer
Michelle Stone, Recording Secretary

Absent: Councilor Dan Yake Karen Armstrong

WORKING / THANK YOU LUNCH

- The Committee enjoyed lunch and social time prior to meeting. Soup provided by the Raw Carrot, a local social enterprise, was delicious with sandwiches and sweets by Mount Forest Foodland.

CALLING THE MEETING TO ORDER

- Chair, Jim Taylor called the meeting to order at 12:20 p.m.

DECLARATION OF PECUNIARY INTEREST

- None declared

DELEGATIONS

- None

DISCUSSION WITH GUESTS

• WELLINGTON NORTH FARMERS MARKET – PASTOR HARRY ENGEL

Pastor Harry Engel has been the champion for the Wellington North Farmers Market for the past five years and has seen continued growth and enthusiasm for this market. 2018 has been the most successful year to date. Pastor Harry commented that the market saw more out of town visitors this year and would like to in 2019 expand the market to include more visitor information like a "Welcome Wagon" and that the market creates an open door with the opportunity for engagement. He also told the committee that all the vendors from last year will be returning. He continues to look for new vendors who can offer new and unique products to keep it interesting. The times and location will remain the same as the consistency has had good results with a look to more advertising to include that the market has a "back-up" indoor location in the event of inclement weather. The Market Bucks program launched by Wellington County has been a huge success and it is hoped that this will continue in the coming years. The Roundtable applauded Pastor Harry for his work and enthusiasm.

• COMMUNITY RECREATION COORDINATOR - MANDY JONES

Mandy joined the Township in October in the new position of Community Recreation Coordinator. The position came about as the result of one of the recommendations from the Recreation Master Plan. The plan had 74 recommendations for the Township of Wellington North Recreation. The main focus for this position came as a result of a recommendation from the Recreation Master Plan to increase communication with community groups, sports groups and the public. Some of the other items Mandy will be working on include implementing a summer day camp program in both Arthur and Mount Forest which was approved by Council on December 3, 2018; supporting the BMX Skateboard Park in Arthur; new Splash Pad in Mount Forest; Trail Committees upgrades; Lynes Blacksmith Shop and both the Arthur and Mount Forest Agricultural Societies. Mandy has also started piloting a school visit program to reach out to grade 6 students for their input on what activities or program they would like and identified some great areas such as cooking, trails for hiking, video game competitions and more. Committee members offered some ideas and connections also and Chair Jim commented that he would be interested in how a crossover between culture and recreation may work. Mandy thanked everyone for the welcome and ideas and said she is looking to embracing many different areas.

- **YOUTH PROGRAMS WELLINGTON NORTH – GABBY IEROPOLI**

Gabby’s focus is to engage and support youth 13 + in North Wellington. One of the successful initiatives is the YAC (Youth Action Council). Over the past two years they have evolved into a vibrant group and some of their community projects have included the Color Run and the Haunted Trail with over 900 enjoying the event this year. The funds raised stay in the community. “Take a Break” Thursdays is held at the high school and addresses mental health, someone to talk to or an activity to connect with students. At the public school they are initiating a Food Skills Program on food prep, using local resources and recipes. There is also the “Truth About Youth” alternative learning program and Gabby is always looking for ideas for this group of students outside the traditional learning environment. Gabby is reaching out to local business for local employment opportunity and working with Mandy as to how youth can be part of recreation and community groups. The Northern Wellington Young Professionals group is also being resurrected and recently held its second networking event.

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION WNCR 2018-019

Moved: Linda Hruska

Seconded: Gayle Donald

THAT THE Agenda for the December 6th, 2018 Wellington North Cultural Roundtable Committee Meeting be accepted and passed.

CARRIED

MINUTES OF PREVIOUS MEETING

RESOLUTION WNCR 2018-020

Moved: Bonny McDougall

Seconded: Linda Hruska

THAT THE Cultural Roundtable Committee receive the minutes of the September 20th, 2018 Cultural Roundtable Meeting.

CARRIED

BUSINESS ARISING FROM MINUTES

- Finalize Cultural Moment Schedule for 2019

The Committee discussed topics and the schedule for the 2019 Cultural Moments. The following is the schedule and due dates for Council Meetings. Cultural Moments need to be submitted to EDO Dale Small one week prior to the first council meeting of each month.

MONTH	TOPIC	RESPONSIBILITY	DUE DATE
January	To be determined	Bonny McDougall	January 7 th
February	Village of Kenilworth	Gail Donald	January 28 th
March	20 th anniversary of Amalgamation	Dale Small	March 4 th

April	4H Clubs	Jim Taylor	April 1 st 025
May	Wellington North Farmers Market	Harry Engel	May 6 th
June	Wellington North Day Camp Program	Mandy Jones	May 27 th
July	To be determined	Bonny McDougall	June 28 th
August	J.J. Morrison	Robert Macdonald	August 5 th
September	Hamlet of Farewell	Penny Renken	August 30 th
October	"Howitzer"	Linda Hruska	Sept 30 th
November	Canada's Most Patriotic Village	Gail Donald	October 28 th
December	International Christmas	Penny Renken	November 25 th

NEW BUSINESS

- Chairs Report and update on historical site designation. Work on our local historic building listing is progressing in collaboration with the Mount Forest Archives and the Arthur Historical Society and anticipate completion by end of 2019.
- Review of 2018 Cultural Roundtable Expenses and discuss 2019 Plans. EDO Dale Small had a report for the Committee, who reviewed the expenses from 2018 and looked ahead to the 2019 Budget.
- Culture Days or Doors Open in 2019: After some discussion the Committee felt that the theme of Culture Days is more inclusive for our community and that WN would participate in Culture Days 2019 with more marketing of the event which will take place the weekend of Sept 27,28 & 29.
RESOLUTION WNCR 2018-021
Moved: Penny Renken
Seconded: Linda Hruska
THAT THE Cultural Roundtable Committee participates in Ontario Culture days in 2019.
CARRIED
- Program Funding & Sponsorship Application: in both 2017 and 2018 the roundtable approved three applications and it was agreed to continue to support this program in 2019 and that applications will be reviewed as they are received.
- Cultural Mapping update – Everyone was asked to take some time to look at the Cultural Mapping and make notes as to edits and revisions that are needed. Updating our Simply Explore Culture website needs to be a priority for the roundtable in 2019.
- Summer Student application and a work plan – this was deferred for the next meeting.
- "Walk of Fame" – The Mayor was approached by a few residents inquiring about the possibility of a Walk of Fame type recognition program. EDO Dale asked if this would be something the Cultural Roundtable Committee could look into. The committee had a brief discussion with both some concerns as well as opportunities being discussed. The roundtable agreed to consider this request and it will be tabled for discussion at the next Roundtable meeting.
- 2019 – 2022 Cultural Roundtable Membership & Governance - The roundtable is working well and is always looking to welcome new members. The current members were asked to let EDO Dale know their intention to commit for another term (four years) before the next meeting in January. Also discussed was appointing a co-chair and will re-visit this at the January meeting.
- Meeting Schedule - the roundtable supported maintaining the current schedule being the third Thursday monthly from 12 pm to 2 pm in Kenilworth subject to change as required.

MEMBERS PRIVILEGE

- Member Gail Donald commented that the Remembrance Day Open house at the Arthur Historical Society was a huge success and their next meeting is on Tuesday, January 15, 2019. Also of note,

the Upper Grand District School Board is having students coming to local historical societies to document the locations local high school memorabilia. 326

- Member Penny Renken - Knox Presbyterian in Conn will have a music night featuring Larry Mercy on December 16th, 2018 and tickets will be \$20.00 at the door; and an International Christmas display December 9th, 2018 from 1 to 4 pm representing 16 countries with over 100 angels and nativity scenes. The Mount Forest Archives will be closed from December 10th until February 2019.
- Member Robert Macdonald – The Annual General Meeting for the Arthur Agricultural Society will be on Saturday, January 26, 2019 at 10 am followed by a Pot Luck Lunch at the Arthur Arena and on Thursday, February 7, 2019 there will be a “Beat the Winter Blues” roast beef dinner from 5 pm to 7:30 pm at the Arena in Arthur. Tickets are \$15 – adult; \$6 – ages 7-12 and under 7 is free.
- The Mount Forest Santa Claus Parade will be on Friday, December 7th starting at 7 pm, Main Street, Mount Forest.
- Member Bonny McDougall – The Southwestern Ontario Farmer had a nice write-up about Pumpkifest held in Metz. It was a great turnout, especially with the pumpkin growing challenge which our Wellington North Council and CAO participated in.
- Chair Jim Taylor– Thanked the Committee for a good year, lunch and wished all a happy holiday.

NEXT COMMITTEE MEETING & ADJOURNMENT

The next committee meeting will be held on Thursday, January 17, 2019

ADJOURNMENT

RESOLUTION WNCR 2018-022

Moved: Robert Macdonald

THAT THE Cultural Roundtable Committee meeting be adjourned at 2:10 pm
CARRIED



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY

**SUBJECT: REPORT TR2018-017 BEING A REPORT ON THE ENGAGEMENT
OF A CONSULTING ENGINEER FOR THE ARTHUR WASTEWATER
TREATMENT PLANT UPGRADE PROJECT**

THAT Council of the Township of Wellington North receive Report TR2018-017 being a report on the Engagement of a Consulting Engineer for the Arthur Wastewater Treatment Plant Project;

AND THAT Council of the Township of Wellington North acknowledge the recommendation of the Ontario Clean Water Agency (OCWA) acting as the Professional Project Manager for the Design and Construction of the Arthur Wastewater Treatment Plant Expansion;

AND FURTHER THAT Council support OCWA facilitating negotiations of an agreement with CIMA+ to provide Consulting Engineering Services including contract administration, site inspection, construction support, commissioning, training and as-built drawings for the Construction Phase of Contract 1.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

OCWA had been retained for professional project management services for the Design and Construction of the Arthur Wastewater Treatment Plant Upgrade Project (March 2017).

As part OCWA's project management scope, OCWA had evaluated the proposals of four (4) consulting engineering firms for the design and construction of the proposed facility. As part of this review, OCWA had recommended an award of the contract to CIMA+.

Effective October 2018, the engineering design component of this project has been completed, and construction is now ready for tender.

The Township has recently received a recommendation from OCWA to retain CIMA+ effectively extending their services into the construction phase of Contract 1.

The report from OCWA is attached herein for Council consideration.

FINANCIAL CONSIDERATIONS

NOTE: the cost of services from CIMA+ have been reduced from the \$592K detailed in their report to \$490K based on a recommendation from OCWA to reduce man hours attributable to contract administration and site inspection (while maintaining service integrity).

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

X Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

PREPARED BY:	RECOMMENDED BY:
<i>Adam McNabb</i>	<i>Michael Givens, CAO</i>
ADAM MCNABB DIRECTOR OF FINANCE & TREASURY	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER

Project Memo

To: Mike Givens
From: Jack Li
cc: Rick Albert, Adam McNabb, Karen Lorente
Date: December 4, 2018
Project: Design and Construction of the Arthur Wastewater Treatment Plant Expansion
WELNOP17005-00
Subject: Recommendation for Consulting Engineering Services for Construction (Contract 1)
Rev. 0

1 Background

The Township of Wellington North (a.k.a. TWN) initiated the Arthur Wastewater Treatment Plant Upgrade project in 2012 and a Municipal Class EA was completed in August 2016. In December 2016, a Request for Proposal (RFP) was issued by the Town to four shortlisted consulting engineers (CIMA+, Hatch, J.R. Richards, and R.J. Burnside) to provide engineering services for the Design and Construction of the Arthur Wastewater Treatment Plant Expansion project.

In March 2017, Ontario Clean Water Agency (a.k.a. OCWA) was retained by TWN to provide professional project management services for the Design and Construction of the Arthur Wastewater Treatment Plant Expansion project. OCWA evaluated the proposals from the four consulting engineers and recommended CIMA+ as the design engineer due to its high technical quality and low proposed price. TWN accepted OCWA's recommendation and award the agreement to CIMA+ in August 2017. CIMA+ completed the engineering design in October 2018.

Based on the 100% design cost estimate, the total construction cost will be 16.27 M. TWN is anticipated to receive a Green Municipal Fund of \$5.75M (\$ 5.0 M loans and \$ 0.75M grant). Due to funding restriction, the construction phase of the project will be divided into two contracts, Contract 1 and Contract 2, with estimated costs of 8.04 M and 8.23 M respectively. CIMA+ completed tender documents for Contract 1 in October 2018. The project is ready to tender.

In August 2018, CIMA+ submitted a proposal for extending their engineering services agreement into the construction phase of Contract 1. The proposed services include contract administration, site inspection, construction support (shop drawing review, RFIs, RFQs, shutdown plans, etc.), commissioning, training, and as-built drawings. The cost of the services will be \$592K with a full time inspector onsite and \$ 448K with a half time inspector onsite.

TWN staff expressed concerns regarding the extension of CIMA+ engineering services agreement into the construction phase due to its large value. OCWA was asked to review the pertaining documents and prepare a recommendation letter to TWN on how to proceed with contracting the engineering services for the construction of Contract 1 regarding the best financial interest of TWN.

2 Review of RFP for Engineering and Project Management

In December 2016, TWN issued a Request for Proposal No. 2016-012 for Engineering Service and Project Management Services for Upgrade to Arthur Wastewater Treatment Plant and System. In the RFP, the section of Information to Bidders contained the following:

Engineering Services Provider shall have following project objectives:

7. Develop a detailed project construction budget to the satisfaction of the Township of Wellington North including construction, engineering, contract administration, and post-construction services for consideration by Council as part of a future Township's capital budget;

Engineering, inspection, project management and contract administration service work required for the construction phases of this project will be developed by the successful firm as part of item #7 above and require the approval of Township Council. The intent of this RFP is to procure the engineering and project management services necessary to plan project, obtain the necessary approvals, estimate project cost and develop a tender package.

Above paragraphs stated that the purpose of requesting the successful bidder to develop the budget for engineering, inspection, project management, contract administration, and post-construction services, was only to plan project, obtain the necessary approvals, estimate project cost and develop a tender package. The contract for engineering and design will not extend to next project phase spontaneously.

In addition, the Note (2) in the Table of Project Deliverables expressed:

Engineering and project management service fees for these activities (construction and post construction) will be estimated/negotiated during detailed design phase and approved by Township Council.

This paragraph implies that TKN would like to keep the flexibility of extending the engineering service contract into construction phase through a negotiated method.

3 Township of Wellington North -Purchasing and Procurement Policy

Appendix B of Township of Wellington North Purchasing and Procurement Policy, Policy No. 003-18, lists the methods of purchasing that are permitted for TWN to enter into a contract:

1. *Direct Purchase (Non-competitive)*
2. *Negotiated Method (Non-competitive)*
3. *Request for Quotations/Informal Quotations (Competitive)*
4. *Request for Tenders (Competitive)*
5. *Request for Proposals (Competitive)*

Appendix C of the policy - Purchase by Negotiation - lists nine circumstances where the Negotiated Method would apply. In this particular project, an argument can be made that circumstance e), "when the extension or reinstatement of the existing contract would be the most cost effective or beneficial method and is in the best interest of the Township", could be applied to this project.

Regarding project cost, a second RFP to select an engineering services provider (a.k.a. Engineer) for construction phase will incur following additional costs to current project budget:

- Time/cost for OCWA or the Town to prepare the RFP for engineering services for construction, including development of the documentation, advertisement, bid clarification/amendments, proposal evaluation, and contract award.
- Assuming a new Engineer is selected (other than CIMA+), the Engineer will required time to familiarize their staff with the project scope, understand the design and work completed to date, develop plans and schedules for completing the project and bringing their staff to site to see the project location and understand all the background and the design. These efforts will merely replicate what CIMA+ has completed and incur additional cost.
- Other than the direct cost additions mentioned above, selecting a new Engineer for construction phase may lessen the capability and/or effectiveness of construction quality management and resolution of disputes with contractors, thus elevating the issues/risks of change orders and causing extraneous cost. This typically occurs when switching the Engineer, as it will be very difficult for the new Engineer to understand and master all details in the design by other engineers, or the new Engineer may deviate from the contract documents due to their different preferences in approach. OCWA will ensure that this kind of issues will be kept to a minimum, however, some is inevitable.

4 Recommendations

From the review of the documentation, it is clear that at the beginning of this project, TKN did not warrant a spontaneous extension of the engineering service contract into construction phase, but considered that extending the contract through negotiation as an acceptable option.

TWN's current procurement policy allows for a purchase by negotiation process if one source of supply is acceptable and cost effective. For this project, extending the contract with CIMA+ into construction Phase would meet these criteria.

On Engineering and Design Phase of the project, CIMA+ has met its expectations and all project stakeholders have expressed their satisfaction. CIMA+ is also expected to be the most cost effective Engineer given their history on this project.

As mentioned previously, CIMA+ has proposed two options of construction engineering services for negotiation, and expressed that they are amenable to ensure their services for construction phase to be cost effective and in the best interest of the Township of Wellington North.

It is therefore OCWA's recommendation that the Township of Wellington North enters into negotiations with CIMA+ to define and reach an agreement on the scope, budget and schedule for the engineering service for the construction phase of Contract 1. As the Project Manager for this project, OCWA will facilitate the negotiations.



Communiqué



From the desk of:

November, 2018 # 061

Fire Chief.

1. As everyone is aware, we have been extremely busy. On a per capita basis **we are the busiest** Fire Service in Guelph/Wellington. Each and every one of you has been extremely professional and hard working at these very difficult and trying incidents. We have used our **Jaws of Life** three times in a week. There has been serious injury and tragic loss of life. Homes and barns have been destroyed by fire and more than 400 animals have perished. Thank you for being there serving our great community. I am very proud of this fire service and all you do. **“Service Above Self”**

2. **REMINDER:** PLEASE check your equipment!!!! Is your portable radio back in the charger? Are the extinguishers recharged? SCBA ready to go? Are the Water Tanks Full!! **YOUR SAFETY is PARAMOUNT!!**

3. **Portable Radios.** Each firefighter has been assigned a portable radio. We are still waiting for the identification stickers to arrive. We will then have a complete numbering system for your portable, pager and helmet. Remember this is a very important piece of your safety equipment which you are responsible to maintain.

4 The old Squad #122 is heading the Dominican Republic. It will be received by the El Seibo Fire Department which is approximately an hour and a half from Punta Cana. Warm sun and sandy beaches for #122. What a great place to retire.

5. Support #125 is back at the station, but still out of service. The problem is with the Transmission Control Module. We are awaiting parts and will hopefully have it back soon. **DO NOT** use until further notice.

6. As mentioned previously we will not be renewing the lam responding APP. Our 45 day trial with “Who’s Responding” is now up. For those firefighters selected, I would appreciate your feed-back. Likes, dislikes, mapping. Anything at all. Please get back to me ASAP.

7. The Budget Process for 2019 has begun. The Operating Budget has been submitted to the Finance Department for input and review. The Capital Budget is complete and will be submitted December 7th, 2019. A budget meeting with Council is scheduled for December 17th, 2019. I will certainly keep everyone up-dated.

“MERRY CHRISTMAS”



Communiqué



FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to December 1 for the years 2017 and 2018				
	<i>2017</i>		<i>2018</i>	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except Federal and First Nations properties) from January 1 to December 1.	63	70	76	86
Fatal fires on Federal or First Nations properties from January 1 to December 1.	2	2	1	1
Total	65	72	77	87

Respectfully;

Fire Chief



Communiqué



November Fire Report 2018

ARTHUR STATION:

The Arthur Station responded to 15 calls for assistance during the month.

Practice/ Meetings:

Nov 6, 2018 (10) members were present
Nov 20, 2018 (18) members were present
Nov 27, 2018 (18) members were present

MOUNT FOREST STATION:

The Mount Forest Station responded to 24 calls for assistance during the month.

Practice/ Meetings:

Nov 20, 2018 (19) members were present
Nov 27, 2018 (16) members were present

Respectfully submitted by
Bill Hieber



Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	7	Town (2)	3	Town (1)
		Township (5)		Township (1)
				Southgate (1)
Vehicle Fire			1	Township (1)
Structure Fire	2	Township (2)	2	Township (2)
Hydro Pole Lines Down			1	Township (1)
Motor Vehicle Collision	3	Township (3)	5	Town (2)
				Township (3)
Fire Alarm			9	Town (8) Township (1)
C/O Smoke	3	Town (2)	2	Town (2)
		Township (1)		
Illegal Burn			1	West Grey (1)



Communiqué



Fire Prevention/Public Education

FIRE SAFETY PRESENTATIONS

4H Hall tour A.V.
Alltreat Fire extinguisher training A.V.
Cadets Hall tour M.F.

FIRE SAFETY INSPECTIONS

164 Fergus St. S. M.F.
292 Fergus St. S. M.F. follow up
298 Fergus St. S. M.F. follow up
755 Waterloo St. M.F.
450 Albert St. M.F.
248 Main St. S. M.F.
250 Main St. S. M.F.

FIRE INVESTIGATIONS

7552 Sideroad 2 East

FIRE SAFETY COMPLAINT INSPECTIONS

FIRE SAFETY PLAN REVIEWS

164 Fergus St. S. M.F.
440 Durham St. W. M.F.
460 Durham St. W. M.F.
236 Egremont St. M.F.
142 Melissa Crescent M.F.
450 Albert St M.F.

VULNERABLE OCCUPANCY FIRE DRILLS

BURN PERMIT SITE INSPECTIONS

BURN COMPLAINTS

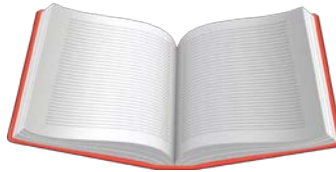


Communiqué



“TEST YOURS *TODAY*”

“*SAVING LIVES THROUGH EDUCATION*”



Please have all monthly reports submitted by the 5th of each month to:

Next Communiqué will be January 2019



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-19 BUILDING PERMIT REVIEW
PERIOD ENDING NOVEMBER 30, 2018**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-19 being the Building Permit Review for the period ending November 30, 2018.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. CBO 2018-18 Building Permit Review Period Ending October 31, 2018

BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	0	0.00	0.00	0.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	3	113,000.00	1,771.86	0.00
Garages / Sheds	2	90,000.00	1,716.24	0.00
Pool Enclosures / Decks	1	4,500.00	140.30	0.00
Commercial	1	50,000.00	446.20	0.00
Assembly	0	0.00	0.00	0.00
Industrial	1	225,000.00	2,295.00	28,880.00

Institutional	0	0.00	0.00	0.00
Agricultural	2	1,510,000.00	8,813.27	0.00
Sewage System	0	0.00	0.00	0.00
Demolition	2	15,000.00	254.00	0.00

Total November 2018	12	2,007,500.00	15,436.87	28,880.00
Total Year to Date	250	40,676,580.00	345,947.66	698,262.65

12 Month Average	22	3,448,987.50	29,563.16	76,225.93
10 Year Monthly Average	15	2,309,814.60	20,362.78	52,773.16
10 Year, Year to Date Average	221	24,187,239.90	243,687.04	485,102.52

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

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

Yes No N/A

Which pillars does this report support?

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

PREPARED BY:

RECOMMENDED BY:



Mike Givens

**DARREN JONES
CHIEF BUILDING OFFICIAL**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

Growth Plan Community Vision: Wellington North is a place for everyone where a high quality of life is supported and defined, in part, by a strong and diverse economy that has grown within settlement areas and in agricultural, rural and related business sectors.

2018 to date:

5 Poultry Permits - \$1,335,000 Construction Value

7 Swine Permits - \$5,150,000 Construction Value

3 Dairy Permits - \$3,000,000 Construction Value

BEEF
\$120,000

SHEEP
\$400,000

HOBBY
\$100,000

**COMMODITY
STORAGE**
\$1,394,000

**IMPLEMENT
STORAGE**
\$1,127,000

**MANURE
STORAGE**
\$815,000

Focused on Building Capacity





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045

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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-20 BEING A REPORT ON
BY-LAW ENFORCEMENT**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CBO 2018-20 being a report By-law Enforcement;

AND FURTHER THAT Shawn Kitto, By-law Enforcement Officer's contract be extended to March 1, 2019.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

NONE

BACKGROUND

As part of the 2018 Budget approval a part time By-law Enforcement Officer Position was created and approved for an 8 month period. Shawn Kitto was appointed in May and his contract expires January 26, 2019.

As part of the 2019 Budget we are proposing to continue this position for the duration of 2019. The following is a status update:

- Property Standards/Zoning Investigations started: 48
- Investigations completed (complied): 30
- New complaints yet to be investigated: 3 plus numerous lot numbering issue properties)
- Property Standards/Zoning files held for spring 2019: 4

- Property Standards Orders Issued: 6
- Property Standards Committee files (Appeal): 1
- Zoning Letters issued: 2
- Charges to be laid/pending: 2
- Properties Cleaned up (town initiated remedial action): 4
- Complaints received from Mayor/Council members: 5
- Complaints received from Mayor/Council members completed (complied): 4 (1 appealed)
- Complaints received from the OPP/Fire/Public Health: 10
- Officer Health and Safety incidents: 0

FINANCIAL CONSIDERATIONS

There are sufficient funds allocated in the 2018 budget to cover the costs of the extended contract if Council decides not to include the a By-law Enforcement Officer in the 2019 Budget.

STRATEGIC PLAN

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

Yes No N/A

Which pillars does this report support?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Community Growth Plan | <input checked="" type="checkbox"/> Community Service Review |
| <input type="checkbox"/> Human Resource Plan | <input type="checkbox"/> Corporate Communication Plan |
| <input type="checkbox"/> Brand and Identity | <input type="checkbox"/> Positive Healthy Work Environment |
| <input type="checkbox"/> Strategic Partnerships | <input type="checkbox"/> None |

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------




DARREN JONES CHIEF BUILDING OFFICIAL	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
---	--



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-21 MUSASHI AUTO PARTS CANADA INC.
(PLANT 1) – 333 DOMVILLE STREET, ARTHUR**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CBO 2018-21 Musashi Auto Parts Canada Inc. (Plant 1) – 333 Domville Street, Arthur;

AND FURTHER THAT the Corporation enter into a Site Plan Agreement with Musashi Auto Parts Canada Inc. in the form of the draft agreement;

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

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

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None.

BACKGROUND

Musashi Auto Parts Canada Inc. is the owner of the land located at 333 Domville Street, Arthur. The Owners have consolidated two of their properties to facilitate this development. The Owner has applied for Site Plan Approval from the Township to construct a 4,804 m² warehouse addition to the main plant with a second entrance off of Wells Street.

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

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

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

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

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

Yes No N/A

Which pillars does this report support?

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

PREPARED BY:	RECOMMENDED BY:
	
DARREN JONES CHIEF BUILDING OFFICIAL	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-22 2574574 ONTARIO INC. B. WILSON
DURHAM STREET**

RECOMMENDATION

THAT the Corporation shall enter into an Agreement with 2574574 ONTARIO INC. (B. WILSON) in the form of the draft Agreement;

AND FURTHER THAT the Mayor and the CAO of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation and the Clerk is hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None.

BACKGROUND

2574574 ONTARIO INC. B. WILSON is the owner of the lands described as PT PKLT 4 S/S DURHAM ST & E/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN422 EXCEPT RO762177; WELLINGTON NORTH, County of Wellington. The Owner has applied for a number of consents to create ten (10) residential townhouse lots.

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices and has received or agreed to receive approval from other applicable agencies such as Wellington County. A condition of consent approval is for the applicant to enter into a Development Agreement with the Township.

A copy of the proposed agreement is attached to By-law 114-18 in this agenda package.

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

This report relates directly to the implementation of the Township of Wellington North Strategic Plan and Community Growth Plan. In particular this provides a broader range of housing in Mount Forest to better serve the needs of the growing community in an urbanized area.

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

- Yes
- No
- N/A

Which pillars does this report support?

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

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Mike Givens

DARREN JONES CHIEF BUILDING OFFICIAL	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

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

**SUBJECT: REPORT CLK 2018-053 BEING A REPORT ON COMMITTEE
APPOINTMENTS**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-053 being a report on Committee Appointments;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to bring this report to the December 17, 2018 meeting of Council at which time appointments will be made.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Numerous past appointment by-laws

BACKGROUND

The municipality has Council appointees on various committees of which terms generally run for a term of Council. As a result of the 2018 municipal election, terms of most committees, boards and authorities must be filled for the 2018 to 2022 term.

Schedule A is a list of committees, boards and authorities that require appointments.

Schedule B is a list of other committees that do not require appointments at this time.

FINANCIAL CONSIDERATIONS

Outside of an elected officials salary and mileage to meetings, which are included in annual operating budgets, there is no financial impact as a result of these appointments.

STRATEGIC PLAN

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

Yes No N/A

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

The appointment of a elected officials on various committees ensure continued partnerships and opportunities for collaboration.

PREPARED BY:	RECOMMENDED BY:
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Karren Wallace, Clerk

Michael Givens, CAO

KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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SCHEDULE A

COMMITTEE/BOARD/AUTHORITY	REQUIRED	CURRENT APPOINTEE	STANDING FOR APPOINTMENT
WN Recreation & Culture	4	Mayor Lennox, Councillors McCabe, Hern & Yake	Councillor Burke Councillor McCabe Councillor Hern Councillor Yake
WN Cultural Roundtable	1	Councillor Yake	Councillor Hern
MF & District Chamber Commerce	1	Councillor Hern	Councillor Hern
Arthur & District Chamber Commerce	1	Councillor Hern	Councillor Hern
Wellington North Safe Communities	1	Councillor Yake	Councillor Yake
Green Legacy Committee	1	Councillor McCabe	NO ONE STANDING
Wellington County Farm Safety Committee	1	Councillor McCabe	
MF Business Improvement Area	1	Councillor Burke	Councillor Burke
Saugeen Valley Drinking Water Source Protection Committee	1 from Arran-Elderslie, Brockton, Hanover, Minto, Southgate & Wellington North	Les Nichols	John Fruin (Hanover)
Ausable Bayfield Maitland Valley Source Water Protection Committee	1 member between Howick, Minto, Wellington North, North Perth, Perth East and Mapleton	Mark McKenzie	Mark McKenzie (Minto)
Maitland Valley Conservation Authority	1 between Mapleton, Minto, Wellington North	David Turton	David Turton
Grand River Conservation Authority	1 between Mapleton & Wellington North	Pat Salter	Bruce Whale Pat Salter
Saugeen Valley Conservation Authority	1 between Minto & Wellington North	Councillor McCabe	Councillor McCabe
EarlyON Child and Family Services Committee	1	Councillor Hern	Councillor Hern
Wellness & Team Building Committee	1	Councillor Burke	Councillor Burke
Wellington North Health Professional Recruitment Committee	1	Councillor McCabe	Councillor McCabe
North Wellington Health Care Corporation Louise Marshall Hospital	1	Councillor Yake	Councillor Yake
Upper Grand Trailway Wellington Sub Committee	2	Councillor Yake Councillor McCabe	Councillor McCabe Councillor Yake
Arthur Trail Committee	Never appointed		
Mount Forest Homecoming Committee	1	Councillor Yake	Councillor Yake
Lynes Blacksmith Shop	1	Councillor Yake	Councillor Burke Councillor Yake

SCHEDULE B

COMMITTEE/BOARD/AUTHORITY	CURRENT APPOINTEES	TERM
Arthur Downtown Revitalization Committee	Mayor Lennox Councillor Hern Councillor McCabe	Appointed in 2018 2018-2022
MF Downtown Revitalization Committee	Mayor Lennox Councillor Burke Councillor Yake	Appointed in 2018 2018-2022
Lynes Blacksmith Shop Committee	Councillor Yake	Resignation or completion of project
Mount Forest Aquatic Ad Hoc Advisory Committee	Councillor Burke Councillor Yake	Resignation or completion of project
Arthur BMX/Skateboard Advisory Committee	Mayor Lennox Councillor Hern Councillor McCabe	Resignation or completion of project
Property Standards Committee	Councillor McCabe	Appointed November 2018 2018-2022
Wellington North Power	Mayor Lennox Councillor Yake	Appointed November 5, 2018 2018-2022



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

FROM: KARREN WALLACE, CLERK

**SUBJECT: REPORT CLK 2018-054 BEING A REPORT ON WELLINGTON
NORTH MUNICIPAL STAFF DONATION TO LOCAL FOOD BANKS**

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report CLK 2018-055 being a report on Wellington North municipal staff donation to local food banks for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2015-065
CLK 2016-084
CLK 2017-052

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 \$391.20 split between the Arthur and Mount Forest food banks (\$195.60 each).

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.

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 | <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.

PREPARED BY:	RECOMMENDED BY:
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<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
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KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

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

**SUBJECT: REPORT CLK 2018-055 BEING A REPORT ON NAMING A STREET
IN MT. FOREST DEVELOPMENTS INC. SUBDIVISION**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-055 being a report on naming a street in Mt. Forest Developments Inc. Subdivision in the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North approves of the street name Jefferey Way.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2016-052 being a report on a road naming policy.

BACKGROUND

On September 12, 2016 Council of the Township of Wellington North approved a road naming policy for the municipality. In part, it provides that

Whenever possible, the naming or re-naming of roads in the Township will be determined by reference to:

- i. the surnames of local pioneer families in the immediate vicinity of the proposed development or existing road;*
- ii. the names of prominent current and/or former residents who contributed through community involvement / athletic / business acumen;*
- iii. the names of local servicemen who served their country;*

- iv. any prominent geographic or other natural feature which makes a site unique or identifiable; or
- v. a historic name which once identified the location.

Mt. Forest Development Inc. has submitted the name of Jefferey Way for Council's consideration.

Attached as Schedule A is a letter submitted by proponent.

Pursuant to the policy, the proposed street names were circulated to Public Works, Wellington North Fire Service and the County of Wellington who have no concerns with the name.

FINANCIAL CONSIDERATIONS

There are no financial implications by adopting the recommendations in the report.

STRATEGIC PLAN

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

- Yes

 No

 X N/A

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace, Clerk

Michael Givens, CAO

KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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December 11, 2018

Project No. 1724

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

Attention: Karren Wallace, Director of Legislative Service/Clerk

**Re: Street Name Request for Draft Plan of Subdivision 23T-18001
Mount Forest Developments Inc.
Part of Park Lot 1, South of Durham Street and East of Main Street
Town of Mount Forest, Township of Wellington North, County of Wellington**

I am the Planning Consultant for Mount Forest Developments Inc. who are now proceeding to register Draft Plan of Subdivision 23T-18001 and require the approval of a street name.

The owner is respectfully requesting that **Jefferey Way** be approved by Council for use in this subdivision.

This street name is being requested in memory of Jefferey White whose family history in Mount Forest dates back to the 1850's. Jefferey grew up on a dairy farm in Mount Forest. The family farm continues to be owned by the White family and his mother and siblings continue to reside in this area. Jefferey always valued his personal and family connections to Mount Forest.

Jefferey White passed away in the summer of 2017 at the age of 55. He was a business partner of Charleston Homes.

On October 5, 2018 the County confirmed that this proposed street name did not represent a duplication of another name nor create any issues for emergency response services and was acceptable to use.

If this request is able to be placed on the December 17, 2018 Council meeting agenda that would be appreciated. If there is any additional information required please let me know and I will ensure that you receive it. I can be reached at 519-836-7526.

Yours truly,

Astrid Clos, MCIP, RPP

cc: Charlie Kuiken, Mount Forest Developments Inc.

423 Woolwich Street, Suite 201, Guelph, Ontario, N1H 3X3

Phone (519) 836-7526 Email astrid.clos@ajcplanning.ca



**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING DECEMBER 17, 2018**

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

**SUBJECT: REPORT CLK 2018-056 BEING A REPORT ON CLOSED MEETING
INVESTIGATOR**

RECOMMENDATION

THAT Report CLK 2018-056 being a report on the Closed Meeting Investigator be received;

AND FURTHER THAT Council of the Township of Wellington North appoint Mr. John Maddox as the Closed Meeting Investigator for a four-year term commencing December 1, 2018;

AND FURTHER THAT the Mayor and Clerk be authorized to sign a by-law to appoint John Maddox;

AND FURTHER THAT By-law 082-17 be repealed effective January 1, 2019.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Closed meeting report dated July 2008 prepared and submitted by Norm Gamble, Wellington North Closed Meeting Investigator
- Closed meeting report dated April 2013 prepared and submitted by Norm Gamble, Wellington North Closed Meeting Investigator
- Report CLK 2015-001 Closed Meeting Investigator
- Report CLK 2015-004 Closed Meeting Investigation and Reporting Policy
- Report CLK 2016-067 being a report on closed meeting investigations and procedure by-law
- Report CLK 2016-079 being a report on the Closed Meeting Investigator
- Report CLK 2017-045 being a report the Closed Meeting Investigator

BACKGROUND

The Municipal Act allows for any person to request an investigation of whether a municipality or a local board (the Police Services Board and Library Board are exempt) has complied with Section 239 of the Municipal Act, which gives Council authority to go into a closed session. In order to facilitate an investigation, the Act allows the municipality to appoint an investigator who has the function to investigate any complaint in an independent manner.

Mr. John Maddox has been the Wellington North's Meeting Investigator since 2015. He is also the Investigator for five lower tier municipalities including Towns of Minto and Erin, and the Townships of Centre Wellington, Guelph/Eramosa, Puslinch as well as the County of Wellington.

Mr. Maddox's current term expired as of November 30, 2018.

FINANCIAL CONSIDERATIONS

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 \$150.00 with reasonable, receipted expenses being reimbursed, including the respective municipal mileage rate, paid by the municipality in which an investigation is being conducted.

STRATEGIC PLAN

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

Yes No N/A

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

Transparency is important to build trust with community partners.

PREPARED BY:

RECOMMENDED BY:

Karren Wallace, Clerk

Michael Givens, CAO

**KARREN WALLACE
DIRECTOR LEGISLATIVE
SERVICES/CLERK**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

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

**SUBJECT: REPORT CLK 2018-057 BEING AN UPDATE REPORT ON THE
LICENSING AND RETAIL SALE OF CANNABIS**

RECOMMENDATION

THAT the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-057 being an update report on the licensing and retail sale of cannabis;

AND FURTHER THAT staff be directed to to bring this item forward to the January 14, 2019 meeting of Council for consideration as to opt in or opt out.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2018-050 being a report on the licensing and retail sale of cannabis

CLK 2018-051 being a report on the legalizing of cannabis

BACKGROUND

Since Reports CLK 2018-050 and CLK 2018-051 were received by Council at the November 17, 2018 additional information has become available of which Council should consider.

O Reg 468/18 provides the Registrar may establish standards and requirements in the following areas:

- store premises, equipment and facilities, including surveillance and security
- the prevention of unlawful activities
- advertising and promotional activities
- training related to the responsible use and sale of cannabis
- the protection of assets
- record-keeping and measures to maintain confidentiality and security of records

- compliance with the federal cannabis tracking system.

The standards have now been developed and are outlined in Schedule A attached.

A list of municipalities who have opted in/out are shown on Schedule B.

At the November 17, 2018 meeting, staff were directed to prepare and post an on-line survey regarding the retail sale of cannabis in Wellington North.

The survey is shown on Schedule C.

The survey was distributed through Twitter, Facebook, media sources, Chambers of Commerces. As well as separate survey, with the same questions, was distributed specifically to the two Downtown Revitalization Committees.

In order to provide as much consultation time as possible, the surveys are not closing until December 16, 2018 at midnight. The final survey results will be tabled at this meeting and posted on-line thereafter.

FINANCIAL CONSIDERATIONS

The Province provided a first payment of \$15 million to all municipalities on a per household basis, adjusted so at least \$5,000.00 is provided to each municipality. The Township of Wellington North received \$6,480.00 A second payment of \$15 million will be distributed after January 22, 2019 with \$5,000.00 going to municipalities who have opted out. Those who have opted in will receive funding on a per household basis, adjusted so at that at least \$5,000.00 is provided to each municipality.

The Province has provided an additional \$10 million to address costs from unforeseen circumstances and priority will be given to those municipalities who have not opted-out.

If Ontario's portion of the federal excise duty on recreational cannabis exceeds \$100 million over the first two years of legalization, the Province will provide 50% of the surplus to municipalities **that have not opted out as of January 22, 2019**. The 50% funding will be split between the upper and lower tiers, however the split between the upper and lower tier would need to be determined.

A decision to opt out will impact the municipalities access to revenue allocations that would otherwise offset costs related to recreational cannabis retail sales. At this point the incremental cost increase to municipalities related to the legalization of cannabis and possible share of federal excise duty is not known.

STRATEGIC PLAN

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

Yes No N/A

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

By providing the opportunity for the public, stakeholders and business community to provide input improves our strategic partnerships.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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Schedule A

Registrar's Standards for the Private Retail Sale of Cannabis <https://www.agco.ca/content/registrar-standards-private-retail-sale-cannabis>

Introduction

The *Cannabis Licence Act, 2018* (CLA) and Regulation 468/18 provide the Registrar with authority to establish standards and requirements in the following areas:

- store premises, equipment and facilities, including surveillance and security
- the prevention of unlawful activities
- advertising and promotional activities
- training related to the responsible use and sale of cannabis
- the protection of assets
- record-keeping and measures to maintain confidentiality and security of records
- compliance with the federal cannabis tracking system.

These Standards are outlined in the *Registrar's Standards for Cannabis Retail Stores*. Licensees are required to comply with the *Registrar's Standards for Cannabis Retail Stores*, as well as all applicable laws and regulations, including the *Cannabis Control Act, 2017* (CCA), the *Cannabis Licence Act, 2018* (CLA), and Ontario Regulation 468/18.

The objective of a standards-based regulatory model is to shift the focus from requiring licensees to comply with a specific set of rules or processes, toward the broader regulatory outcome or objectives they are expected to achieve. Since there may be many ways for a licensee to meet the Standards, licensees have the flexibility to determine what works best for their business, thereby strengthening regulatory outcomes without needlessly burdening regulated entities.

Holders of a Retail Operator Licence are responsible for meeting all Standards. Where not specified otherwise, Standards also apply to holders of a Retail Manager Licence.

The *Registrar's Standards for Cannabis Retail Stores* will be reviewed and revised on a regular basis to ensure that they are effective in mitigating risks as the cannabis retail sector matures.

General Standards

1. Licensees must ensure that all employees act in accordance with the law and demonstrate honesty and integrity.

Requirements - At a minimum:

1. licensees must obtain criminal background checks from employees as part of the hiring process
 2. licensees must ensure that all employees understand their obligations with respect to applicable laws, regulations, standards, and policies
 3. licensees must ensure that all employees have completed any required training, including Board-approved training, prior to their first scheduled shift.
2. **Licensed Retail Operators must exercise oversight of their retail operations.**
 3. **Licensed Retail Operators (if also performing the duties of a Retail Manager) or licensed Retail Managers may only be accountable for one authorized store.**
 4. **A copy of the Retail Manager Licence must be kept at the store, and made available to AGCO inspectors or investigators upon request.**

5. **The retail store's operating name must be the same as the name set out on the retail store authorization.**
6. **A Licensed Retail Operator must submit the following changes to the Registrar within a reasonable time:**
 1. if a person ceases to be a director or officer of a Licensed Retail Operator that is a corporation or a corporation that effectively controls the business
 2. if a person ceases to be a partner of a partnership in which the Licensed Retail Operator is also a partner.
7. **A Licensed Retail Operator must submit, within a reasonable time, the following changes to the Registrar for approval:**
 1. a person becomes a director or officer of a Licensed Retail Operator that is a corporation or a corporation that effectively controls the business
 2. a person becomes a partner of a partnership in which the Licensed Retail Operator is also a partner
 3. a person or partnership acquires a beneficial interest in the Licensed Retail Operator's business, including holding or controlling shares of a holder that is a corporation or in a corporation that effectively controls the business
 4. a person or a partnership other than the Licensed Retail Operator becomes entitled to any of the profits from the sale of cannabis or cannabis accessories, or liable for any obligations incurred from the sale of cannabis or cannabis accessories, at any cannabis retail store for which the Licensed Retail Operator holds a retail store authorization.

Physical Store Requirements

8. **A secure, high-resolution surveillance system must be in place at all times.**

Requirements - At a minimum:

1. cameras and lighting must be positioned to clearly capture 24 hour coverage of the interior of the premises and immediately outside the premises, including the:
 - a. Entrances and exits, including where IDs are checked;
 - b. Point of sale area(s);
 - c. Receiving area(s);
 - d. Sales floor area(s); and
 - e. Cannabis storage area(s).
2. video recordings must be made and retained for a minimum of 30 days and be made available to the AGCO upon request
3. the Licensee must ensure that the surveillance system is functioning properly at all times.
9. **All cannabis must be stored securely at all times and be accessible only by staff from receipt of product to point of sale, destruction, or return to the Ontario Cannabis Retail Corporation (OCRC) or the Licensed Producer.**
10. **Any cannabis that is outdated, recalled, damaged, deteriorated, misbranded, adulterated, returned, or otherwise ineligible to be sold must be kept separate from other cannabis.**
11. **All points of access to the premises must be secure and protected against unauthorized access.**
12. **Licensees must ensure that cannabis and accessories are not visible from the exterior of the premises.**
13. **Licensees may use sensory display containers to allow patrons to see and smell cannabis. Sensory display containers must be locked and tamper-proof to prevent patrons from touching the cannabis, and must not be able to be removed from the premises.**
14. **The cannabis used in the sensory display containers must be purchased by the Licensed Retail Operator from the retail store's inventory through the point-of-sale system.**

Destruction of Cannabis

15. **Cannabis that is ineligible to be sold and ineligible for return to the OCRC must be destroyed or rendered unusable through a method that :**

1. complies with all applicable federal, provincial and municipal laws and regulations, including environmental protection legislation applicable to the location where it is being destroyed
2. does not result in any individual being exposed to cannabis smoke or cannabis vapour.

16. **If carried out by the Licensee, the entire cannabis destruction process must be captured on the premises' surveillance system, and must be overseen by a Licensed Manager or Licensed Retail Operator.**

17. **Destruction of cannabis that is ineligible for sale must be performed on a monthly basis, at a minimum.**

Secure Transportation

18. **In the event of a product recall, Licensees must ensure that all product recalled is transported securely to the Licensed Producer, and must ensure that records are kept of all product returned.**

19. **If a Licensed Retail Operator holds more than one Retail Store Authorization, cannabis may be transferred between their retail stores. Licensees must ensure that the transportation of cannabis is secure, and must maintain records of all movements of cannabis between stores. At each store, the Licensed Retail Manager or Licensed Retail Operator must supervise and document the transfer process.**

Minors and Prohibited Individuals

20. **Licensees must take reasonable measures to ensure that patrons are not purchasing cannabis or cannabis accessories on behalf of individuals under the age of 19.**

Advertising and Promotions

21. **Licensees must have signage clearly identifying their business on the exterior of the authorized store.**

22. **Language and images on exterior signage may not:**

1. communicate information about the price or distribution of cannabis or cannabis accessories
2. appeal to young persons
3. contain testimonials or endorsements
4. depict a person, character, or animal, whether real or fictional
5. present cannabis or a cannabis accessory in a manner that associates it with or evokes a positive or negative emotion or image of a way of life such as one that includes glamour, recreation, excitement, vitality, risk, or daring
6. promote cannabis or cannabis accessories in a way that is false, misleading, or deceptive
7. be associated with medicine, health, or pharmaceuticals
8. associate consumption of cannabis with driving a motorized vehicle, or with any activity that requires care and skill or has elements of danger.

23. **Licensees may promote cannabis and cannabis accessories within the store only under the following circumstances:**

1. the promotion is limited to factual information about:
 - a. cannabis or a cannabis accessory and its characteristics
 - b. a service related to cannabis
 - c. the availability or price of cannabis, cannabis accessories, or a service related to cannabis.
2. the promotion focuses on brand characteristics of cannabis or cannabis accessories.

24. Licensees may not provide cannabis or cannabis accessories free of charge or provide any other thing or benefit, including a discounted price, as an inducement for the purchase of cannabis or a cannabis accessory.
25. Licensees may not accept or request material inducements from Licensed Producers, their representatives, or suppliers of cannabis accessories.

Responsible Use

26. Licensees must ensure that information related to the responsible use of cannabis is made available to patrons.

Requirements - At a minimum:

27. licensees must make the [Health Canada Consumer Information – Cannabis](#) document available to patrons; and
28. any other information prescribed by the Registrar.

Record Keeping Requirements

27. Licensees must ensure that the following records are maintained, retained a minimum of three (3) years, or longer as may be required by other laws and regulations, and made available upon request by the AGCO:
28. employee records, including names, addresses, primary job responsibilities, shift schedules, training records, CPIC records check results, and dates of employment
29. records for all cannabis in the authorized store, including cannabis purchased directly from the OCRC and cannabis transferred from another authorized retail store operated by the Licensed Operator. At a minimum, these records must contain information regarding:
- a. the cannabis purchased and received by the Licensee for sale in the authorized store
 - b. any cannabis returned to the OCRC or Licensed Producers
 - c. each sale transaction at the authorized store, traceable to the employee level
 - d. any cannabis that has been destroyed. Records of any cannabis destroyed must include, at a minimum:
 - i. the name and address of the authorized retail cannabis store
 - ii. the time and date of the destruction
 - iii. the name of the individual conducting the destruction, if being carried out by the licensee, or the company, if being contracted to a third party
 - iv. a certificate of destruction, if destruction is carried out by a third party
 - v. the product category and SKU
 - vi. the amount of product
 - vii. the reason for the destruction of the cannabis product
 - viii. the method of destruction.
3. records required to enable the licensee to participate in any national cannabis tracking system established under section 81 of the federal *Cannabis Act*
4. records that may be required to support a cannabis product recall
5. records demonstrating that the Licensee is complying with sections 7 and 8 of the *Cannabis Control Act, 2017*, which prohibit sales to persons under 19 years of age and persons who are or appear to be intoxicated.
6. licensees must maintain records of the cannabis used for display purposes. These records must account for the product after it is no longer on display.

28. **Licensees must complete full physical inventory counts of all cannabis on a weekly basis at a minimum or upon the request of AGCO.**

A log of the inventory results must be maintained and all discrepancies must be reported to AGCO as soon as possible.

29. **Licensees must ensure that there are reasonable safeguards around data security and protection of data integrity.**
30. **Point of Sales systems must be certified by a recognized industry certification body or organization (e.g. PCI, ISO) and have logging capability for the purposes of monitoring all system access and system changes.**

Schedule B

List of municipalities who have opted in/out

http://agco.ca/cannabis/list-ontario-municipalities-prohibiting-or-allowing-cannabis-retail-stores?utm_medium=email&utm_campaign=Cannabis-

MUNICIPALITY	IN	OUT
Prince, Township of	X	
The North Shore, Township of	X	
Dawn-Euphemia, Township of	X	
East Ferris, Township of	X	
Erin, Town of		X
Lake of the Woods, Township of		X
Papineau-Cameron, Township of		X
Plummer Additional, Township of	X	
Tarbutt, Township of	X	
Missisauga		X
Markham		X
Armour, Township of	X	
Frontenac Islands, Township of		X
Highlands East, Municipality of	X	
Ingersoll, Town of		X
King, Township of		X

SCHEDULE C

PREAMBLE

The production, sale and use of recreational cannabis was legalized on October 17, 2018 by the Federal Government under the Cannabis Control Act.

The governing legislation in Ontario is the Ontario Cannabis Retail Corporation Act, Cannabis Control Act, Cannabis License Act (the Act), Smoke Free Ontario Act and others.

Effective April 1, 2019 retail cannabis stores will be permitted to operate if a municipality has chosen to "opt-in". Retail cannabis stores may only operate 150 metres from a school and in an area already zoned for commercial use.

Opting out does not prohibit legal consumption of cannabis, it only prohibits retail sales in the municipality.

The Township of Wellington North wants to hear from you.

Please take two minutes to complete our on-line survey which will remain open until Sunday, December 16, at 11:59 p.m. Tell us how you feel about cannabis retail stores in Wellington North.

Feedback will be used to form a report to Council to be presented on January 14, 2019 to assist them in determining whether or not to opt in to the provincial cannabis retail model.

Alternately you can submit your comments to Clerk, Township of Wellington North 7490 Sideroad 7 W, Box 125 Kenilworth, ON N0G 2E0

Please note, all personal information will remain confidential and used for statistical purposes only.

Q1-In April, 2019 private retail cannabis stores will be introduced, and municipalities have the option of allowing or prohibiting retail cannabis sales in their communities. Do you support or oppose having cannabis retail stores operating in Wellington North?

- Yes I support having retail cannabis stores in Wellington North
- No I do not support having retail cannabis stores in Wellington North
- Undecided

Q2- Following up to the previous question, why do you feel that way?

Q3-Do you have any other considerations you wish Council to consider in making their decision?



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

www.wellington-north.com

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1.866.848.3620 FAX 519.848.3228

072

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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 17, 2018**

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

**SUBJECT: REPORT CLK 2018-058 BEING A REPORT REGARDING THE
OCTOBER 22, 2018 MUNICIPAL ELECTION**

RECOMMENDATION

THAT the Council of the Township of Wellington North receive for information Report CLK 2018-058 being a report regarding the October 22, 2018 municipal election.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2017-008 being a report on the use of alternate voting methods

CLK 2017-046 being a report on the use of corporate resources during a municipal election campaign period

CLK 2017-047 being a report on an automatic election recount policy

CLK 2017-054 being a report on alternate vote count and voting procedures

CLK 2018-011 being a report on Restricted Acts (Lame Duck)

BACKGROUND

The election was held on October 22, 2018 and the voter turnout rate was 43%. The official results are attached as Schedule A.

STATISTICS

- 8,124 vote by mail kits were distributed
- 43% voter turnout rate- in 2014 the rate was 38% and in 2010 it was 32%

- 142 vote by mail kits were returned as elector being deceased
- 19 ballot kits were returned as the declaration was not signed-staff tracked down 10 individuals and had the declaration signed so only 9 ballots were spoiled
- 3 ballot kits were returned as no declaration being enclosed
- 3 ballot kits were returned as no ballot enclosed
- 17 ballot kits were received after the October 22nd election and were not opened

OPPORTUNITIES

Voter List Management

Data Fix was contracted to provide an electronic method of voter list management called Voter View. The system is extremely user friendly, produced helpful easy to read and timely reports. Data Fix staff and support were extremely helpful and available at all times. They are very familiar with MPAC and with Canada Post and provided invaluable advice to municipal staff. Staff recommends that Data Fix be used in the 2022 municipal election.

Education

In a traditional election, several polls are manned throughout the municipality. Election officials at each poll must be trained on the Municipal Elections Act as relates to voter qualifications, entitlement to vote, completion of forms, striking the voter off the list, scrutineers and candidates rights and responsibilities, etc.

Employing a vote by mail method reduces the need for extensive training. Election officials receive training on counting the ballots 15 minutes before the start of the count. All other decisions and administration is handled by two trained staff members during the course of the three week time period commencing when the ballots are mailed to 8:00 p.m. on voting day.

CHALLENGES

Voters list

As in all municipalities, the integrity of the voter's list is difficult to maintain, particularly as it pertains to tenants. The voter's list is produced by the Municipal Property Assessment Corporation (MPAC).

Changes to MPAC's list are triggered by:

1. the registration of a deed of land
2. Tenant Information Program (TIP) to be provided by landlords July 31 annually

MPAC receives a copy of the land transfer tax from the registry office upon completion of the transaction so the voter's list is always maintained with respect to change of property owners.

Completion of the TIP and enumeration forms is more challenging. The Assessment Act provides a penalty for not submitting the information to MPAC (\$1,000.00 fine and \$100.00 per day); however the penalty is rarely enforced.

When MPAC forwards the municipality an update to the list, their amendments are overwritten into the municipal version. Any changes that may have been made by the municipality will still show, however MPAC's information may not be consistent and as a result there are many duplicates or anomalies which municipal staff must "cleanse"

Another issue is confusion with the electorate among the various voters list. Electors quite often assume that because they voted in a federal or provincial election and were on those lists, they will automatically be on the municipal voter's list. Each list is independent of the other-there are no linkages or ability to share the information.

With respect to deceased names still showing on the list and receiving ballots, MPAC will only accept a permanent change and remove an individual's name from the list, on receipt of a registered deed of land. It is very common for spouses to own the property as joint tenants. At the time of death, the surviving spouse becomes the sole owner and many people do not take the time or incur the expense to register a deed in their name only.

Finally municipalities, as they amend their voter's list, have electors complete a form called an EL15. In the past this form was to be submitted to MPAC, presumably for them to enter the information into their list. This year we have been advised not to send these forms that MPAC does not have the resources to enter the information into their records.

Notices and Advertising

With such a diverse community both generationally, geographically and electronically, it is difficult to pick one method of communication. During this election we used regular print advertising, the municipal website, social media including facebook and twitter, postings in Wellington County libraries and municipal facilities, email contact lists, Council agenda's ads on the River Radio station, electronic signs at the Fire Halls and facilities and mobile signs in both Arthur and Mount Forest.

ACCESSIBILITY

Section 45 (2) of the Municipal Election Act provides that when establishing the locations of voting places, the clerk shall ensure that each voting place is accessible to electors with disabilities. In a vote by mail method, the requirement for accessible polling stations and special assistive devices is not required as if an elector has any issues that require special accessibility devices; they are located in the individual's home. In particular, anyone with mobility issues or other challenges that making leaving their home difficult a vote by mail method certainly negates the need to travel to cast a ballot.

If voting returns to in person polls, the cost of accessibility devices would increase the cost of the election substantially. There would be a legislative requirement to provide visual, hearing, mobility and other special requirement assistive devices at every polling location, whether they are utilized or not.

FINANCIAL CONSIDERATIONS

	ACTUAL	ACTUAL	ACTUAL	2018 EST	2018 EST	2018 ACTUAL
	2010	2014	2015	TRADITIONAL	VOTE BY MAIL	
Salaries/wages	\$6,610.28	\$2,107.01	n/a	n/a	n/a	\$2,679.08
Election officials	\$15,936.50	\$6,030.00	\$1,050.00	\$18,000.00	\$1,000.00	\$582.25
Custom printing	\$1,806.00	\$1,926.97		\$2,000.00	\$2,000.00	NIL
Office Supplies	\$6,623.00	\$34.93	\$18.32	\$1,000.00	\$1,000.00	\$587.25
Advertising	\$5,891.40	\$404.94	\$1,417.89	\$4,000.00	\$4,000.00	\$2,423.91
Post & Courier *	\$3,763.00	\$4,850.94	\$1,781.74	\$9,000.00	\$38,000.00	\$8,754.02
Conf & Training	\$1,532.09	\$1,188.82		\$1,000.00	\$1,000.00	
Travel	\$290.60	\$46.91		\$200.00	\$200.00	\$71.32
Facility rental **	\$1,282.17	\$655.33	\$101.76	\$1,300.00	n/a	NIL
Tabulators		\$17,908.94	N/A	\$18,000.00	\$18,000.00	\$21,278.86
Data Management			\$4,475.37	\$12,000.00	\$12,000.00	\$12,974.40
Miscellaneous	\$477.00		\$145.01	\$250.00	\$250.00	\$999.78
Accessibility devices & training				\$2,500.00	NIL	NIL
TOTAL	\$44,212.04	\$35,154.79	\$8,990.09	\$69,250.00	\$77,450.00	\$50,350.87
STATISTICS		2014	2015	2018		
Eligible voters		8,896	1,017	8,124		
Votes cast		3,402	517	3,471		
% turnout		38.24%	48.27%	42.37%		
Cost per elector		\$3.95	\$4.43	\$6.19		

2010-full election, paper ballot, manual count and recount

2014-full election, paper ballot, tabulator count

2015-by-election Ward 3, vote by mail, manual count

2018-full election, vote by mail, tabulator count

STRATEGIC PLAN

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

Yes No N/A

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

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



SCHEDULE A

077

7490 Sideroad 7 W, PO Box 125,
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1.866.848.3620 FAX 519.848.3228

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2018 MUNICIPAL ELECTION CERTIFIED RESULTS

These are the official results of the 2018 Township of Wellington North municipal elections for Wellington North Council, County of Wellington Ward 3 and 4 and the Upper Grand District School Board Trustee

NAME OF CANDIDATE	OFFICE	VOTES	%VOTER TURNOUT
LENNOX, Andy	MAYOR	2,438 [E]	42.73%
TOUT, Raymond	MAYOR	999	
YAKE, Dan	Ward 1 Councillor	ACCLAIMED	N/A
BURKE, Sherry	Ward 2 Councillor [1]	ACCLAIMED	
HERN, Lisa	Ward 3 Councillor [1]	ACCLAIMED	
MCCABE, Steven Terrance	Ward 4 Councillor [1]	ACCLAIMED	
CORK, Campbell	County Ward 3 Councillor	1410 [E]	43.16%
WILLIAMSON, Gary		846	
BAKER, Wayne	County Ward 4 Councillor (combined with Centre Wellington)	376	41.84%
BOUWMAN, Jake		233	
CHAULK, Ross		298	
HONS, Allan		259	
O'NEILL, Stephen		564 [E]	
RENKEN, Penny		267	
MCLEOD, Shawn	UPPER GRAND DISTRICT SCHOOL BOARD Minto, Mapleton & Wellington North results	2,729	41.94%
ROSS, Robin		3,139 [E]	
UNSWORTH, Rob		941	


Clerk/Returning Officer


Date

078
RECEIVED

DEC 12 2018

TWP. OF WELLINGTON NORTH

Liv360 Operating Inc.
7246 Sideroad 5 W,
Kenilworth, Ontario, N0G 2E0

NOTIFICATION of APPLICATION

To Apply to Health Canada – Office of Controlled Substances

*To Conduct Research and Development Activities
With Cannabis for Medical Purposes*

TO: **The Township of Wellington North**
7490 Sideroad 7 W, PO Box 125, Kenilworth, ON N0G 2E0

RE: **Application to Become a Licensed Producer under the *Cannabis Act***

November 30, 2018

This is a written notice of our submission of an application to become a Licensed Producer (LP) under Health Canada's *Cannabis Act* (formerly ACMPR). The application includes licensed activities for possession, sale or provision, production, destruction, shipping, transportation and delivery of cannabis.

We understand that the proposed Regulations establish the conditions for a competitive industry of licensed producers, which would offer individuals access to cannabis for medical purposes, produced under secure and sanitary conditions. The application will have to meet the same regulatory requirements for elements such as quality control standards and strict security measures as the initial application.

The proposed research and development activities will be carried out indoors with appropriate security measures as required by Health Canada. Valid criminal checks have been completed for the following individuals:

David Warren – Responsible Person in Charge
John Livingston – Head of Security/Master Grower
Artan Mehmeti – Quality Assurance Person

As per Health Canada's application process, we are required to make a declaration that the municipality, local law enforcement and local fire officials where the proposed activities are to be conducted (Kenilworth, Ontario) have been notified of the proposed research and development activities with marijuana.

We kindly ask that you sign below that we have notified your department of the application through this "Notice" so that we can make a formal declaration to Health Canada that we have done so. Any questions you may have can be directed to Health Canada or to David Warren as follows:

Health Canada
Office of Controlled Substances
Controlled Substances and Tobacco Directorate
Health Environments and Consumer Safety Branch
Health Canada, AL: 3503A, Ottawa, Ontario K1A 1B9

Email: OSC-BSC@hc-sc.ga.ca

David Warren

Lead Applicant –Liv360 Operating Inc.

7246 Sideroad 5 W, Kenilworth, ON N0G 2E0

Email: jacksrun33@gmail.com

Tel: 1 (647) 448-5226

Acknowledgement by the department below that they have been notified of proposed research and development activities with Marijuana by the Applicant with Health Canada.

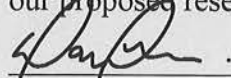
The Township of Wellington North

Person Responsible: ~~Andy Lennox~~ *Michael Givens*

Position: ~~Mayor~~ *Chief Administrative Officer CAO*

Date: November 30, 2018

I, David Warren, hereby declare that the above local official named above, has been notified of our proposed research and development activities with medical marijuana with Health Canada.



30 November 2018

David Warren

Date

Responsible Person in Charge

*cc Fire Chief
Chief Building Official
Mayor & Council*

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

BY-LAW NUMBER 094-18

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

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

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

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

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



ANDREW LENNOX, MAYOR



KARREN WALLACE, CLERK

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

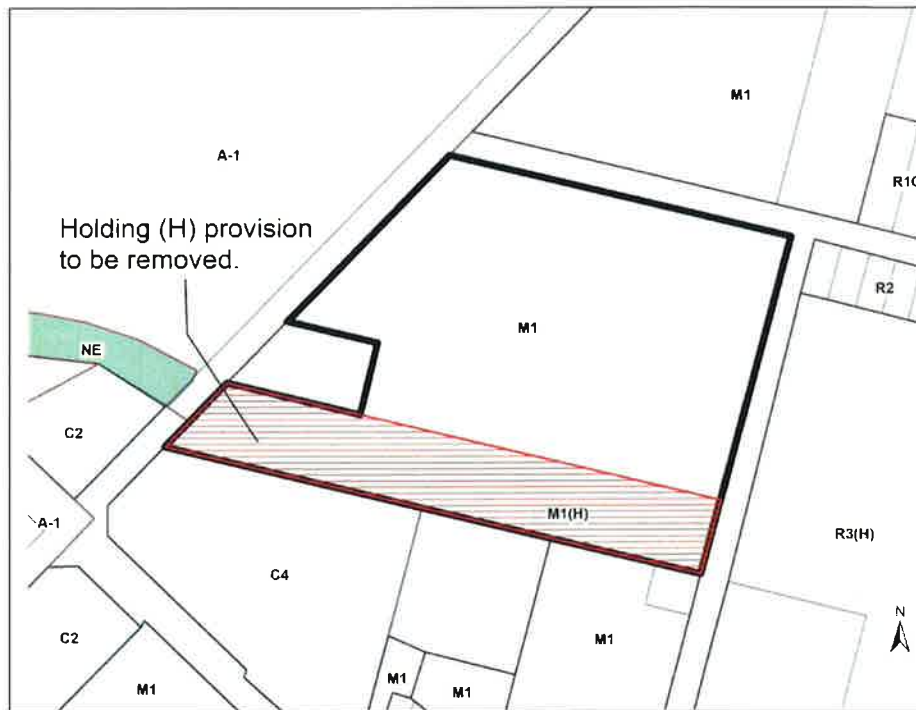
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 094-18

Schedule "A"



Rezone from Industrial Holding M1(H) to Industrial M1

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

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

A handwritten signature in black ink, appearing to read "Andrew Lennox".

ANDREW LENNOX, MAYOR

A handwritten signature in black ink, appearing to read "Karren Wallace".

KARREN WALLACE, CLERK

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

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

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

PURPOSE AND EFFECT

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

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

BY-LAW NUMBER 101-18

PROVISIONAL DRAIN BYLAW

BEING a Provisional Drain By-law to provide for the construction of Drain 19 (Brubacher) Drainage Works.

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

AND WHEREAS the work to be done is:

Branch D

- excavation/widening of 300m of open drain

Branch E

- filling in 752m of existing ditch and grading it as an overflow swale
- 752m of closed

Branch F

- 173m of closed drain beside existing drain

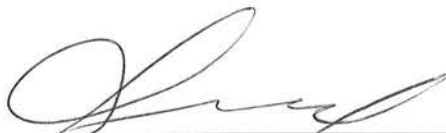
AND WHEREAS the estimated cost of such repairs is: \$177,715.00

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


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

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

READ A FIRST AND SECOND TIME THIS 19TH DAY OF NOVEMBER, 2018.



ANDREW LENNOX MAYOR



KARREN WALLACE, CLERK

READ A THIRD TIME AND FINALLY PASSED THIS _____ DAY OF _____, 20____.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A - SCHEDULE OF ASSESSMENTS
WEST LUTHER DRAIN 19
(BRUBACHER IMPROVEMENT)
 Township of Wellington North

SCHEDULE A

Con	Lot	Roll No.	Owner	BRANCH E & BRANCH D			BRANCH F			Gross Total (\$)	
				Total Ha Affected	Benefit (\$)	Outlet (\$)	Total (\$)	Total Ha Affected	Benefit (\$)		Outlet (\$)
Geographic Township of West Luther											
10	Pt 3	015-17600	B. & D. Atkinson	0.60	0	38	38	0.60	0	32	70
10	Pt 3	015-17602	D. & M. Brubacher	18.40	119,600	897	120,497	2.60	5,400	93	125,990
10	Pt 4	015-17810	R., R., & L. May	19.30	0	2,526	2,526	0.00	0	0	2,526
10	Pt 4	015-17850	T. Faust & M. Miles	0.90	0	177	177	0.00	0	0	177
10	Pt 4	015-17900	0	9.90	0	1,296	1,296	0.00	0	0	1,296
10	Pt 4	015-17910	0	1.00	0	196	196	0.00	0	0	196
11	Pt 4	016-02375	T. & R. Coe	0.40	0	78	78	0.00	0	0	78
11	Pt 4	016-02400	A. Pronk	23.10	0	3,023	3,023	0.00	0	0	3,023
11	Pt 3	016-02500	S. & J. Livingston	0.20	0	40	40	0.00	0	0	40
11	Pt 3	016-02510	M. Brubacher	11.90	0	544	544	11.40	0	407	951
11	Pt 3	016-02600	M. Brubacher	39.40	0	2,305	2,305	32.10	12,000	1,145	15,450
11	Pt 3	016-02700	R. & C. Hendry	0.20	0	13	13	0.20	0	11	24
11	Pt 3	016-02710	R. Hansen	0.10	0	6	6	0.10	0	5	11
11	Pt 2	016-02800	M. Brubacher	17.00	0	681	681	17.00	0	578	1,259
11	Pt 2	016-02850	0	3.20	0	113	113	3.20	0	96	209
Total Assessments on Lands:				145.60	119,600	11,933	131,533	67.20	17,400	2,367	19,767
Line 10				1.90	1,600	640	2,240	0.40	1,500	43	1,543
Special Assessment to Line 10				0.00	0	0	0	0.00	20,100	0	20,100
Sideroad 3 West				2.80	1,800	732	2,532	0.00	0	0	2,532
Total Assessments on Roads:				4.70	3,400	1,372	4,772	0.40	21,600	43	21,643
TOTAL ASSESSMENTS ON WEST LUTHER DRAIN 19:				150.30	123,000	13,305	136,305	67.60	39,000	2,410	41,410

Notes:

- Roll numbers are per the Municipality's last revised assessment roll, names included for convenience.

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

BY-LAW NUMBER 106-18

**BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES
FOR VARIOUS SERVICES PROVIDED BY THE MUNICIPALITY**

WHEREAS *Municipal Act*, 2001 (hereinafter called "the Act") permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons; and

WHEREAS *The Planning Act*, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters.

WHEREAS the *Building Code Act*, provides that a Council of a municipality may pass a by-law to prescribe fees for the processing of applications for permits or for the issuance of permits.

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:

Schedule "A"	-	Administration
Schedule "B"	-	Building Department
Schedule "C"	-	Cemeteries
Schedule "D"	-	Fire/Rescue
Schedule "E"	-	Licensing & Lotteries
Schedule "F"	-	Planning Department
Schedule "G"	-	Roads

2. **THAT** the effective date of the fees and charges is January 1, 2019.
3. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Harmonized Sales Tax (H.S.T.).
4. **THAT** unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.
5. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with the *Municipal Act, 2001*.
6. **THAT** this by-law shall be known as the "Fees and Charges By-law".
7. **THAT** this by-law shall come into force effective January 1, 2019.
8. **THAT** By-law Number 005-18 is hereby repealed effective January 1, 2019.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18**

**SCHEDULE "A"
ADMINISTRATION**

Effective January 1, 2019

DESCRIPTION	FEE
Marriage Licence	\$125.00
Certification of Documents	\$10.00 per document
Commissioning of Documents (Municipal Forms Only)	No Charge
Commissioning Documents	\$30.00 per document
Completion of Pension Forms (Township resident only*)	No Charge* \$30.00 per document – Non Residents
Fax Charges	\$1.00 per page local \$2.00 per page long distance
Flags Wellington North Canadian Flag	\$100.00 \$50.00
Freedom of Information Requests (legislated fees)	\$5.00 application fee plus disbursements (i.e. photocopying) plus Record Preparation at \$12.55 per quarter hour
NSF Cheque Charge	\$30.00
Photocopies (8½ x 11)	Black and White \$0.25 per page Colour \$1.50 per page
Tax Certificate	\$50.00
Tax Account Statement or Bill Reprint	\$10.00
Tax Sale Proceedings	\$250.00 Administration Fee Plus Cost recovery of fees and disbursements as charged by consultants and solicitors
Burial Permit	\$15.00
Fee for services provided by municipal employees per hr per employee	\$50.00
Tax Arrears Penalties & Interest	Refer to current Tax Rates By-law
Civic Addressing 911 Sign 911 Post	\$25.00 \$20.00
Electric Vehicle Charging Station	Level 2: \$0.05/minute Level 3: first five minutes free \$0.20/minute

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18
SCHEDULE "B"
BUILDING DEPARTMENT**

Effective January 1, 2019

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.1	Assembly and Institutional Occupancies (Group A & B) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.91 .00 .45	\$260.00 \$130.00 \$130.00
1.2	Residential Occupancies (Group C) New Construction a) Single family detached b) Semi-detached/Row-house per unit c) Apartment per unit		FLAT RATE \$3,000.00 \$2,200.00 \$1,200.00
1.3	Residential Occupancies (Group C) Addition/Renovation d) New construction e) Basement with ceiling height \geq 6'-11" (2,100 mm) f) Renovation/alteration less than 500 Sq. Ft. g) Renovation/alteration greater than 500 Sq. Ft. h) Attached garage or carport i) Detached garage or carport j) Accessory building k) Deck/porch/veranda	.91 .32 .00 .32 .39 .39 .19 .19	\$260.00 \$260.00 \$260.00 \$260.00 \$130.00 \$130.00 \$130.00 \$130.00
1.4	Business and Mercantile Occupancies (Group D & E) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.91 .00 .39	\$260.00 \$130.00 \$130.00
1.5	Industrial Occupancies (Group F) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.52 .00 .39	\$260.00 \$130.00 \$130.00
1.6	Agricultural and Farm Building a) New livestock buildings and additions -First 10,000 Sq. Ft. -Over 10,000 Sq. Ft. b) Livestock renovations c) Sheds/shops d) Quonset/economy structure e) Silos/grain bins f) Manure storage or Pit silos -Uncovered -Covered -Roof over existing	.31 .26 .02 .17 .12 .05 .05 .12 .07	\$260.00 \$260.00 \$260.00 \$260.00 \$130.00 \$130.00 \$130.00 \$130.00 \$130.00

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18
SCHEDULE "B" (CONTINUED)
BUILDING DEPARTMENT**

Effective January 1, 2019

SECTION NO.	DESCRIPTION	FEE	
		Admin. Fee	
1.7	Temporary Structure a) Portables, meteorological towers, etc. b) Special occasion tent		\$260.00 \$130.00
1.8	Septic Systems a) All classes, new or replacement b) Tank replacement c) Leaching bed replacement		\$520.00 \$130.00 \$390.00
1.9	Commercial Wind Turbines	\$260 admin. plus \$59 per \$1,000 of const. value	
2.0	Buildings or Structures that do not fit elsewhere in this Schedule	\$260 admin. plus \$13 per \$1,000 of const. value	
3.0	Demolition Permit a) Class "A" b) Class "B"		\$130.00 \$260.00
4.0	Conditional Permit Full permit fee as calculated under Section 1 Additional permit security may be required Designated Structure the same as Section 1		\$260.00
5.0	Transfer permit		\$260.00
6.0	Change of Use (no construction)		\$130.00
7.0	Reapplication		\$130.00
8.0	Inspection of wood burning appliance installation		\$130.00
9.0	Pool Enclosure Fence		\$130.00
10.0	L.L.B.O. inspections and letters for occupant loads		\$130.00
11.0	Certificate of Compliance – Building and Zoning		\$100.00
12.0	Works Damage/Lot Grading where applicable	Deposit	Fee
		\$1,900.00	\$100.00

NOTE TO SCHEDULE

An investigation fee equal to the applicable building permit fee shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee to be charged when permit is issued, at the discretion of the CBO.

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18
SCHEDULE "C" CEMETERIES**

Effective January 1, 2019

DESCRIPTION	FEE
<u>SALES</u>	
Single Grave 3 ½ feet x 10 feet (plot \$510.00) (Care and Maintenance Fund included) (40% of selling price \$340.00)	\$850.00
Single niche to accommodate two urns (Niche \$935.00) Care and Maintenance Fund (165.00)	\$1,100.00
<u>INTERMENT/INURNMENT</u>	
Adult	\$600.00
Infant without device and dressing	\$175.00
Cremated remains in standard plot	\$275.00
Double depth charge – extra	\$175.00
Inurnment in niche	\$175.00
Scattering garden	\$100.00
<u>Surcharges:</u>	
Saturday funerals until 12 noon & holidays - standard burial	\$345.00
Saturday funerals until 12 noon & holidays - cremated remains	\$230.00
Saturday funerals until 12 noon & holidays - niche	\$125.00
Burials inurnments that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$125.00
<u>DISINTERMENT</u>	
Disinterment	600.00
<u>VAULT STORAGE</u>	
	\$175.00
<u>MONUMENT INSTALLATIONS</u>	
Staking fee	\$50.00
Monument care & maintenance fund:	
Flat Marker	\$75.00
Upright to 4 feet (including base)	\$125.00
Upright over 4 feet (including base)	\$225.00
<u>ADMINISTRATION</u>	
Transfer of Interment Right	\$50.00
Research per hour	\$50.00

NOTE: Amendments subject to approval from Ministry of Consumer Services – Cemetery Regulation Unit

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18**

**SCHEDULE "D"
FIRE/RESCUE**

Effective January 1, 2019

DESCRIPTION	FEE
Inspections: By Request Only	
Single Residence	\$100.00
Institution / Industrial / Commercial	\$100.00
Apartments / Condominiums	\$100.00 plus \$10.00 per unit
Fire Search Fees / Approvals Fire Reports	\$200.00
Fire investigation reports	\$200.00
Motor Vehicle Incidents: Non-residents/non-taxpayers of Wellington North are involved in a motor vehicle accident within the municipal boundary of the Township of Wellington North that require the Fire / Rescue to respond to the scene, will be invoiced firstly to the owner's insurance provider. In the case where there is no insurance payable, the owner shall be billed directly	\$450.00 per response unit for first hour and \$225.00 per response unit for each half hour thereafter
Administration & Enforcement: Spills Act and Transportation of Dangerous Goods Act: The cleanup of hazardous material spills	Current MTO Rates \$450.00 per vehicle per hour \$25.00 Per Half Hour thereafter Clean up costs to cover materials used Plus Administration Fee of \$50.00 per hour
Open Air Burning: (as amended by By-law 063-16) Where burn is in contravention with Open Air Burn By-law and/or Fire Prevention and Protection Act	Clean up costs to cover materials used Plus Administration Fee of \$50.00 per hour per Fire-fighter
Securing of Premises after a fire	\$50.00 per hour per Fire-Fighter

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18**

**SCHEDULE "D" (CONTINUED)
FIRE/RESCUE**

Effective January 1, 2019

DESCRIPTION	FEE
<p>False Alarms: The following procedures and fees shall apply only when it has been determined at the discretion of the responding officer of the Township of Wellington North Fire Department that the false alarms were preventable. The totals shall be calculated within each calendar year with each year being considered separately.</p> <p>First False Alarm - Warning</p> <p>Second False Alarm</p> <p>Third False Alarm</p> <p>Four or More False Alarms</p>	<p>n/c</p> <p>\$250.00</p> <p>\$350.00</p> <p>\$200.00 or at the discretion of the Fire Chief MTO Rate</p>
Fire Alarm Monitoring/Fire Watch	<p>\$450.00 per vehicle per hour \$255.00 per half hour thereafter</p>
Liquor Occupancy Permit Authority Have Jurisdiction Letter to Alcohol and Gaming Commission	\$150.00
Fire Safety Plan Review	\$150.00
Fire Extinguisher Training – renewals - First time	<p>\$15.00 pp Free</p>
Mobile/Seasonal Vendors Inspection	\$25.00

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18**

**SCHEDULE "E"
LICENCING AND LOTTERIES**

Effective January 1, 2019

DESCRIPTION	FEE
Animal Control	
New Kennel Licence	\$500.00*
Renewal of Kennel License	\$250.00*
	*plus inspection fee charged by animal control officer
Licensing a new dog	\$25.00
Annual Licensing Fee	\$15.00
Replacement tag	\$10.00
Notice of Renewal Letter (2 nd and subsequent notices)	\$5.00 per Letter
Enumeration Charge	\$10.00
Canine Control Office – Dog Impounding	\$150.00
Boarding Fees for an impounded dog / day	\$25.00
Additional Charges may apply pursuant to the Canine Control Bylaw	
Business Licensing Fees	
Food Vehicle Stand	\$100.00
Donation Box	\$100.00
Temporary Vendor	\$200.00
Administrative Penalty	\$300.00
Donation Box removal	
	Actual cost of labour

DESCRIPTION	FEE
Lottery Licences	
• Raffle	\$20.00
• Blanket	\$20.00
• Bingo	\$20.00
• Other	\$20.00
Break Open Tickets	\$10.00 per box

THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18
SCHEDULE "F"
PLANNING
Effective January 1, 2019

DESCRIPTION	FEE	
Committee of Adjustment – Minor Variance	\$1,000.00	
Zoning Amendment	\$2,000.00	
Holding Zone Removal By-law	\$600.00	
Any other applications pursuant to the provisions of the Planning Act i.e. Consent Agreement	\$1,000.00	
Certificate of Compliance	\$125.00	
Plan of Subdivision/Condominium, Site Plan and Development Agreements		
Part Lot Control	\$1,000.00	
Clearances for Severance Conditions	\$130.00	
Cash in Lieu of Parkland (severances and part lots pursuant to part lot control exemption) to be used for existing parks and recreation maintenance and development	\$1,000.00 per lot or part lot	
Fee for services provided by Municipal employees	\$50.00 (per hour, per employee)	
Copy of Zoning By-law	\$30.00	
	DEPOSIT (refundable)	ADMINISTRATION (not refundable)
Plan of Subdivision or Condominium New or Amendment including conditions of approvals to both Wellington North and the County of Wellington	\$10,000.00	\$3,000.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> • Minor 	\$3,500.00	\$1,000.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> • Complex 	\$6,000.00	\$1,500.00
Site Plan Control Amendments	\$700.00	\$300.00
Lot Grading/surface Works Security Deposit	\$1,900.00	\$100.00
Development Agreement	\$5,000.00	\$1,500.00

DEPOSITS

- Deposits less the disbursement fees and third party fees will be refunded.
- Disbursements may include but are not limited to: postage, laminating, registration of documents and photocopying, faxing, etc.
- Third Party fees including, but are not limited to, planners, engineers, solicitors, advertising of notices and similar costs.
- Every applicant for a planning matter referred to in Schedule "F" hereof shall make an application on forms provided by the Municipality and in addition shall sign a deposit agreement in the prescribed form and pay any applicable deposit to the Municipality.

The Clerk/Deputy Clerk and/or Treasurer/Deputy Treasurer are hereby authorized to execute the deposit agreement on behalf of the Township.

**THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 106-18**

SCHEDULE "G"

**ROADS
Effective January 1, 2019**

DESCRIPTION	INSPECTION FEE	**DAMAGE DEPOSIT
Urban/Rural Damage	\$100	\$1,900.00
Rural/Semi-Urban Entrance Installations The applicant would be responsible for all costs to supply a culvert over 600 mm in diameter and/or to supply over 12 meters of culvert and/or to upgrade an existing entrance. Costs would be charged at the current rates. **Damage Deposit Fees shall be collected when a Building Permit is issued.		
a) Requires a 9m culvert (up to and including 600mm) including inspection fee	\$100.00	\$1,600.00
b) Entrance that does not require a culvert including inspection fee	\$100.00	\$1,100.00
	FEE	
c) Cost of hidden driveway sign installed		\$100.00
Equipment Rental rate – at the discretion of the township. (available only to Township of Wellington North ratepayers)		\$100.00/hr

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

BY-LAW NUMBER 110-18

**BEING A BY-LAW TO AUTHORIZE TAX EXEMPTION
FOR THE PROPERTIES OF THE ROYAL CANADIAN
LEGION BRANCH 226 IN ARTHUR AND BRANCH 134 IN
MOUNT FOREST**

AUTHORITY: Assessment Act, R.S.O. 1990, Chapter A.31, as amended Section 6.1

WHEREAS, the Council of the Township of Wellington North wishes to exempt the Royal Canadian Legion, Arthur Branch 226 and Mount Forest Branch 134 from taxation for any real property used and occupied as a memorial home or clubhouse.

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

1. That the property owned by the Royal Canadian Legion, Arthur Branch 226 identified on the Assessment Roll as 23 49 000 011 11000 0000 and that property owned by the Royal Canadian Legion, Mount Forest Branch 134 identified on the Assessment Roll as 23 49 000 005 06900 0000, be exempt from taxation, except for local improvement and school purposes.
2. The said exemption will apply to the taxation years 2019, 2020, 2021 and 2022.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.***

**ANDREW LENNOX
MAYOR**

**KARREN WALLACE
CLERK**

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

BY-LAW NUMBER 111-08

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN FUTURESIGN MULTIMEDIA DISPLAYS
INC. AND THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH.**

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

WHEREAS it is deemed necessary to enter into an agreement with Futuresign Multimedia Displays Inc. which provides for scrolling LED information displays for the Mount Forest and District Sports Complex and the Arthur & District Community Centre owned by The Corporation of the Township of Wellington North.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North ("Wellington North") enacts as follows:

1. An agreement with Futuresign Multimedia Displays Inc. substantially in the form of the draft agreement attached hereto as Schedule "A" which provides for scrolling LED information displays for the Mount Forest and District Sports Complex and the Arthur & District Community Centre owned by The Corporation of the Township of Wellington North, is hereby ratified and confirmed.
2. The Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required, on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**

LOCATION AGREEMENT

AGREEMENT FOR INSTALLATION OF MEDIA INFRASTRUCTURE

In exchange for exclusive lobby advertising rights, Futuresign Multimedia Displays, Inc. ("Futuresign"), agrees to install and maintain the following display units within The Township of Wellington North arena facilities (hereinafter referred to as "the Township"):

- 1 x 4' x 8' (approximate sizing) Backlit Kiosk Unit with Digital Screen in lobby of the Mount Forest & District Sports Complex (new infrastructure) The Digital Display portion of the unit will display content divided as follows: left 2/3 for Facility/Municipal Content*; right 1/3 for Futuresign Advertising Content.
- 1 x 4' x 8' (approximate sizing) Backlit Kiosk Unit with Scrolling LED in lobby of the Arthur & Area Community Centre (existing infrastructure)

**Note: Content Type (i.e. Community Information, Arena/Changeroom Scheduling, etc.) to be determined in consultation with MOSC.*

The term of this agreement will be for a period of (5) years from date of installation with an option to renew the service for an additional (5) year period if mutually agreed to by both parties. To ensure that excellent customer service is continuously provided to advertising clients, Futuresign will contact the Township 12 months prior to the initial term expiry date to determine if the Municipality wishes to extend for the second five-year term.

Futuresign agrees to handle all of the sales and collection of advertising for the displays in compliance with The Canadian Code of Advertising Standards and all local community advertising requirements. The Township shall inform Futuresign of any specific category of business or particular business entity that it does not wish to have advertising in arena facilities.

Futuresign agrees to bear all costs of production, installation, necessary maintenance and IT to operate the above listed infrastructure for duration of the term, including damaged equipment. The Township will be responsible for any electrical plug outlets, hydro and hard-wired internet, if required. Initially, Futuresign will train the appropriate person(s) designated by the Municipality on how to use all applicable technology. The Township will agree to contact Futuresign immediately should a system go down, lighting go out, or any maintenance issues arise. From time to time during the course of the contract (after the initial installation of the unit) the facility Management/Staff may be asked to assist with remote troubleshooting methods as advised by the Futuresign IT Team, being coached through such requests over the telephone, if required.

Futuresign will hold exclusive digital advertising rights in the lobby of the facilities. Subject signage remains the property of Futuresign Multimedia Displays, Inc. Should the Township terminate the contract at the end of the term, Futuresign will remove all of its infrastructure property within 30 days of the termination date.

For each of the Media Display Units described above, Futuresign will remit to the Township a fee of \$1,000 plus HST per annum. If the Township decides to extend this contract or any successor contract, Futuresign will remit to the Township \$1,000 per annum per display unit for the next five (5) years.

Agreed and accepted this ___ day of October, 2018.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title:

Title:

Per, Futuresign Multimedia Displays Inc.

Per, The Corporation of the Township of Wellington
North

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

BY-LAW NUMBER 112-18

BEING A BY-LAW TO ENTER INTO A MUTUAL DRAIN AGREEMENT WITH JOHN NYENHUIS, MATILDA NYENHUIS, DARRYL NYENHUIS AND JOHANNA NYENHUIS AND STEPHEN DINEEN AND MAUREEN DINEEN AND MERLIN METZGER AND CONNIE METZGER AND 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 enter into an agreement with John Nyenhuis, Matilda Nyenhuis, Darryl Nyenhuis and Johanna Nyenhuis and Stephen Dineen and Maureen Dineen and Merlin Metzger and Connier Metzger and the Township of Wellington North for a Mutual Drain as set out in the agreement attached hereto as Appendix 1”.
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said site servicing agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

AGREEMENT FOR A MUTUAL DRAINpursuant to Section 2(1) of the *Drainage Act*THIS AGREEMENT made this 14th day of December, 2018.

BETWEEN:

JOHN NYENHUIS, MATILDA NYENHUIS, DARRYL NYENHUIS
AND JOHANNA NYENHUIS

(the "Owners")

and

STEPHEN DINEEN AND MAUREEN DINEEN

(the "Dineens")

and

MERLIN METZGER AND CONNIE METZGER

(the "Metzgers")

and

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

WHEREAS section 2 of the *Drainage Act*, RSO, 1990 c. D. 17 as amended authorizes agreements for drainage between two or more owners;

AND WHEREAS the Owners are the registered joint tenant owner of property known municipally as 9275 Concession 4N, Mount Forest, Ontario, N0G 2L0 more particularly described in **Schedule "A"** attached hereto (the "Subject Property");

AND WHEREAS the Dineens are the registered joint tenant owners of the property located to the south of the Subject Property and described in **Schedule "B"** attached hereto (the "Dineen Property");

AND WHEREAS the Metzgers are the registered joint tenant owners of the property known municipally as 7517 Sideroad 5E, Mount Forest, Ontario, N0G 2L0 more particularly described in **Schedule "C"** attached hereto (the "Metzger Property");

AND WHEREAS the Township is the owner of the highway known as Concession Road 4E more particularly described in **Schedule "D"** (the "Township Road");

AND WHEREAS the Owner requires a drainage outlet from the Subject Property to an outlet ditch on the Dineen Property and a further outlet across the Township Road and the Metzger Property (the "Drainage Works");

AND WHEREAS all of the Parties agree to enter into this Agreement for the construction of the Drainage Works upon the terms set out herein;

NOW THEREFORE in consideration of the mutual covenants and premises in this Agreement, the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Description of Affected Lands

1. The Drainage Works:

- a. commences on the Subject Property and proceeds southerly then easterly through a pipe to an open outlet ditch on the Dineen Property; and
- b. commences on the Subject Property and proceeds westerly through a pipe to be installed across and under Concession Road 4N and outlets into the Brennan-Stack Drain on the Metzger Property.

Description of Drainage Works

2. The Drainage Works shall be in accordance with the design by Sheldon Martin as approved by K. Smart and Associates Limited October 4, 2018 and attached as **Schedule "E"** (the "Approved Plans").

Construction and Maintenance

3. The Owner, its employees, contractors, agents and consultants, within 6 months of the date of this Agreement, may enter on and construct the Drainage Works on the Subject Property, the Dineen Property, the Metzger Property and the Township Roads pursuant to the Approved Plans.
4. The Owner shall maintain the Drainage Works throughout the lifetime of the Drainage Works in a good state of repair to a standard acceptable to the Township. The Owner may have reasonable access to the Township Roads, the Dineen Property and Metzger Property for such construction, maintenance, repair, and inspection of the Drainage Works.
5. The Owner shall provide written notice to the Township, the Dineens and the Metzgers 10 days prior to such construction, maintenance, repair, or inspection.
6. The Owner shall at all times keep and maintain the Drainage Works in a good state of repair to a standard acceptable to the Township at the Owner's cost and expense. The Owner shall forthwith inspect, repair and maintain the Drainage Works upon receiving notice from the Township of the need for such inspection, repair, or maintenance.

Indemnity

7. The Owner agrees to indemnify and keep indemnified the Township, the Dineens and the Metzgers and their successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon the Township, Dineens or Metzgers from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Township, Dineens or Metzgers arising directly or indirectly from the Drainage Works.

Costs

8. The Owner agrees to pay the entire cost of the construction, repair, maintenance of the Drainage Works, and further agrees to pay the legal, engineering and surveying costs in respect to the Drainage Works including the recoverable costs of the Township, Dineens and Metzgers.
9. If the Owner does not construct, repair, or maintain the Drainage Works as required, the Township may proceed forthwith to complete same at the expense of the Owner and the Township may recover such cost from the Owner pursuant to s. 446 the Municipal Act, 2001, S.O. 2001 c. 25 (the "Municipal Act") as amended, and any successor legislation.

Insurance

10. The Owner shall obtain and maintain third party liability insurance in relation to the Drainage Works for not less than 2,000,000.00 per occurrence or such other amount as the Township in its sole discretion may determine and the Owner shall provide the Township with adequate proof of insurance upon request by the Township.

Alterations

11. No alterations, extensions, expansions or improvements, other than those required to keep and maintain the Drainage Works in a good state of repair shall be made unless and until such alterations, extensions, expansions or improvements are approved in writing by the Township.
12. The Parties agree that the Drainage Works shall be deemed to be with the licence of the Township, the Dineens and the Metzgers and the Owner shall not acquire an easement or any other rights in relation to the Drainage Works, the Dineen Property, the Metzger Property or the Township Roads.

Notice

13. It is mutually agreed that if the Owner shall be in default of any of its obligations under this Agreement, the Township may forward notice in writing of such default to the Owner and the failure of the Owner to rectify such default to the satisfaction of the Township within ten (10) calendar days after receipt, may correct such default and the Township may remove the cost of correcting the default pursuant to s. 446 of the Municipal Act.
14. Any notice to be given pursuant to this Agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or if mailed, notice will be deemed to have been given on the fifth (5th) day following the day notice was mailed, in the case of:

The Owner:

John Nyenhuis, Matilda Nyenhuis, Darryl Nyenhuis and Johanna Nyenhuis
 9275 Concession 4N
 Mount Forest, ON N0G 2L0

The Dineens:

Stephen Dineen and Maureen Dineen
 R. R. #4
 Kenilworth, ON N0G 2E0

The Metzgers:

Merlin Metzger and Connie Metzger
 7517 Sideroad 5E
 Mount Forest, ON N0G 2L0

The Township:

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

Attention: Karren Wallace, Clerk

15. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Owner and the Township respectively.
16. This Agreement shall be registered against title to the Subject Property, the Dineen Property and the Metzger Property.
17. The Owner covenant and agree that, subject to the express terms of this Agreement nothing in this Agreement shall prevent the Township from exercising its rights as owner of the Township Lands.
18. The Owner, the Dineens and the Metzgers covenant and agree to assign and to transfer this Agreement to any successor owner and will obtain from such successor or assignee a covenant in favour of the Township that the successor or assignee will be bound by all of the terms and conditions of this Agreement from and after the date of its assignment.

-----the remainder of this page left intentionally blank-----

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

Witness) John Nyenhuis
Name:)
)

Witness) Matilda Nyenhuis
Name:)
)

Witness) Darryl Nyenhuis
Name:)
)

Witness) Johanna Nyenhuis
Name:)
)

Witness) Stephen Dineen
Name:)
)

Witness) Maureen Dineen
Name:)
)

Witness) Merlin Metzger
Name:)
)

Witness) Connie Metzger
Name:)

The Corporation of the Township of Wellington
North

Andy Lennox
Mayor

Karren Wallace
Clerk

We have the authority to bind the Corporation of
the Township of Wellington North.

SCHEDULE "A"**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

PT LT 10 CON 4 ARTHUR TOWNSHIP AS IN RO706736; WELLINGTON NORTH

PIN: 71089-003 (LT)

SCHEDULE "B"**LEGAL DESCRIPTION OF THE DINEEN PROPERTY**

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

PT LT 10 CON 4 ARTHUR TOWNSHIP AS IN RON62039; WELLINGTON NORTH

PIN: 71089-0004 (LT)

SCHEDULE "C"**LEGAL DESCRIPTION OF THE METZGER PROPERTY**

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

PT LT 10 CON 5 ARTHUR TOWNSHIP AS IN DN21215 EXCEPT PT 1, 60R3465; WELLINGTON NORTH

PIN: 71084-0021 (LT)

SCHEDULE "D"**LEGAL DESCRIPTION OF TOWNSHIP ROAD**

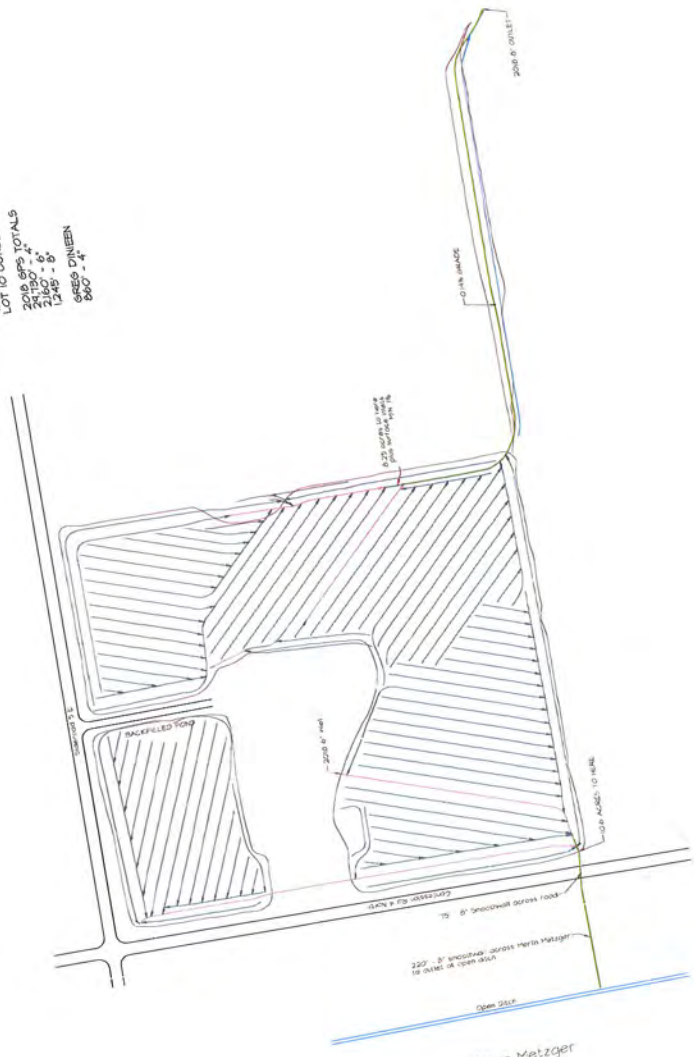
ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North being comprised of:

RDAL BTN CONS 4 & 5 ARTHUR LYING BTN SIDEROAD 5 & SIDEROAD 7; WELLINGTON NORTH

PIN: 71089-0001(LT)

SCHEDULE E APPROVED PLANS

JOHN STEVENSON LTD & ASS
 JOHN CONNELLSON & PARTNER
 LOT 10 CONCESSION & PARTNER
 2018 EPS TOTALS
 20150 - 4'
 1738 - 8'
 8660 - 4'



Merin Metzger

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

BY-LAW NUMBER 113-18

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT ON THE LANDS DESCRIBED AS PT PKLT 5 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE & PT PKLT 6 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PT 1 60R3036 PTS 1 & 2, 60R1199 EXCEPT PT 1, 61R6456; WELLINGTON NORTH. (333 DOMVILLE STREET) COUNTY OF WELLINGTON (MUSASHI AUTO PARTS CANADA INC.)

WHEREAS:

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

PT PKLT 5 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE & PT PKLT 6 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PT 1 60R3036 PTS 1 & 2, 60R1199 EXCEPT PT 1, 61R6456; WELLINGTON NORTH. (333 Domville Street)

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

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE A
SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this **17th** day of **December, 2018**.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")
OF THE FIRST PART

-and-

MUSASHI AUTO PARTS CANADA INC.

(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PT PKLT 5 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE & PT PKLT 6 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PT 1 60R3036 PTS 1 & 2, 60R1199 EXCEPT PT 1, 61R6456; WELLINGTON NORTH. (333 Domville Street)

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

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

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

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

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

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

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

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

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

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

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

THIS AGREEMENT is executed by the Township this **17th** day of **December, 2018**.

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

Andrew Lennox – Mayor

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

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

MUSASHI AUTO PARTS CANADA INC.
Per:

Haru Otsuka – President
I have authority to bind the corporation.

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

Dwg No.	Description	Author	Revision No.	Revision Date
N/A	Stormwater Management Report	GM Blue Plan Engineering	N/A	Nov/18
SP1	Overall Site Plan	GM Blue Plan Engineering	3	Dec 11/18
SP2	Site Servicing and Grading Plan	GM Blue Plan Engineering	3	Dec 11/18
SP3	Standards Notes and Details	GM Blue Plan Engineering	3	Dec 11/18

SCHEDULE "B"**Site Specific Requirements**

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

- The Owner shall obtain an ECA from MECP for the SWM works and submit a copy of that to the Township along with proof that they have an Operations Manual and Logbook and have been completing routine inspections and maintenance of their existing SWM facility;

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

BY-LAW NUMBER 114-18

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT PT PKLT 4 S/S DURHAM ST & E/S MAIN ST PL TOWN OF MOUNT FOREST AS IN DN422 EXCEPT RO762177; TOWNSHIP OF WELLINGTON NORTH, COUNTY OF WELLINGTON (2574574 ONTARIO INC. Wilson)

WHEREAS 2574574 Ontario Inc. is the owner of the following lands:

PT PKLT 4 S/S DURHAM ST & E/S MAIN ST PL TOWN OF MOUNT FOREST
MOUNT FOREST AS IN DN422 EXCEPT RO762177; WELLINGTON NORTH
County of Wellington

AND WHEREAS the Owner has applied to the County of Wellington Planning and Land Division Committee (herein called the Committee) for consents to sever lands pursuant to Section 53 of the Planning Act into six residential lots for immediate development (herein called the Development Lands) pursuant to Consent Applications B23-18 and B24-18.

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

1. The Mayor and the Chief Administrative Official are authorized and directed to execute a Development Agreement with the Owners in the form, or substantially the same form as advised by the municipal solicitor attached as Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the 17th day of December, 2018.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2574574 ONTARIO INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “lands”);
- B. The Township is the owner of Durham Street East and London Road North, Mount Forest, the streets upon which the lands front described in Schedule “B” (the “Township Streets ”);
- C. The County of Wellington Planning and Land Division Committee has approved the severance of the lands to permit the construction of ten (10) townhouse units (the “Development Lands”) subject to the conditions of approval as attached at Schedule “C” (the “Consent Approvals”);
- D. The Consent Approvals require the Owner to enter into an agreement with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”)

NOW THEREFORE in consideration of the terms and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **Building Permits.** In consideration of the Township issuing a building permit to the owner, the Owner covenants and agrees not to apply for an occupancy permit for the Development Lands until all of the requirements under paragraphs 2, 3, 6 and 8 of this Agreement have been carried out to the satisfaction of the Township.
2. **Construction of the Works.** The Owner covenants and agrees to construct and improve that portion of the Township Streets including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule “D” (the “Works”), in accordance with the engineer’s drawings and to the standard and satisfaction of the Township.
3. The parties agree to pay their share of the estimated costs of the Works described in Schedule “E” (the “Estimated Costs of the Works”). The Owner shall pay its share of the Estimated Cost of Works as detailed in Schedule “F” (the “Owners’ Share of the

Estimated Costs of the Works”); the Township shall contribute the remainder reserving the right to recover contributions from adjacent land owners. Notwithstanding the Estimated Costs of the Works, the Owners and the Township agree to pay for the entire actual costs even if such costs are greater than the estimate. For greater certainty, the Township’s share of the cost of the Works (Schedule “E”) shall be capped at, and shall not exceed, \$319,760.14 inclusive of HST.

4. The Owner covenants and agrees to register easements in gross favour of the Township for storm drainage including catch basins, storm drains and storm ditches to the satisfaction of the Township.
5. **Obligation to Grade and Maintain Grading on the Development Lands.** The Owner shall submit an engineer’s design for the grading of the Development Lands to the satisfaction of and for the approval by the Township in its absolute discretion (the “Approved Grading Plans”).
6. The Owner shall construct the development and grade the Development Lands pursuant to the Approved Grading Plans. The Owner and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the Approved Grading Plans by the construction, erection or placement thereon of any damming device, building, structure or other means. The Owner and all subsequent owners of the lands shall maintain the grading of each lot of the Development Lands in accordance with the Approved Grading Plans. The Township may direct the Owner or subsequent owner to remedy any default in compliance with this paragraph failing which the Township may remedy such default at the Owner or subsequent owner’s expense, the cost of which may be added to the tax roll and collected in the same manner as taxes.
7. **Engineering Inspection.** During construction and installation of the Works, the Owner shall have onsite engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer’s plans.
8. **Security.** Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker’s draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered bank satisfactory to the Township, to guarantee all the provisions of this Agreement pertaining to the Works (the “Security Deposit”). The Security Deposit shall be equivalent to 100% of the Owner’s share of the Estimated Costs of the Works.
9. The Security Deposit shall be kept in full force and effect until such time as the Owner’s engineer confirms and the Township accepts that:
 - (i) the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in paragraph 11 below;
 - (ii) the Owner has completed the grading as described in paragraph 6 above; and
 - (iii) the Owner has performed all of its obligations under this Agreement.

10. **Maintenance Period.** Subject to paragraph 11 below, the Owner guarantees the performance of the Works for a period of two (2) years after the completion of the Works (the “maintenance period”).
11. Upon expiry of the maintenance period, the Owner’s engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice.
12. **As-Built Drawings.** Within six (6) months from the completion of the Works and the Approved Grading Plans, the Owner shall file with the Township, completed as-built engineer’s drawings satisfactory to the Township.
13. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 2 – 11 have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township’s own engineering costs relating to approvals required from the Township under this Agreement.
14. **Local Services.** The Owner acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 53 of the Planning Act and these are local services pursuant to subsection 59 (2) of the Development Charges Act, 1997 installed by or paid for by the Owner.
15. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of the Township passed under the Development Charges Act, 1997 with respect to the development of the Development Lands.
16. **MOECP/MECP Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement of any of the Works and obligations requiring such permit or certificate.
17. **Insurance.** The Owner shall obtain an insurance policy insuring against all damages or claims for damage satisfactory to the Township. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township’s consulting engineer

and the form and content shall be subject to the approval of the Township. The minimum limits of such policy shall be \$5,000,000.00 all inclusive, but the Township shall have the right to set higher amounts. The policy shall be in effect for the period during which the Township holds the Security Deposit. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

18. **Registration of Agreement.** This Agreement shall be registered against the lands prior to the issuance by the Township of a clearance letter to the Wellington County Land Division Committee of the severance conditions for the Consent Approval.
19. **Construction Lien-Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon Cork Street or any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
20. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any ~~obligation~~obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
21. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.
22. **Enforcement.** The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
23. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDREW LENNOX - Mayor

MICHAEL GIVENS, CAO

We have authority to bind the corporation.

2574574 ONTARIO INC.

BRAD WILSON - President

I have the authority to bind the corporation.

Schedule "A"
DESCRIPTION OF THE LANDS

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

PT PKLT 4 S/S DURHAM ST & E/S MAIN ST PL TOWN OF MOUNT FOREST
MOUNT FOREST AS IN DN422 EXCEPT RO762177; WELLINGTON NORTH

PIN: 71066-0017 (LT); LRO #61

Schedule "B"
DESCRIPTION OF THE TOWNSHIP STREETS

ALL AND SINGULAR those certain parcel or tracts of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being compromised of:

1. Durham Street, Mount Forest

WELLINGTON ST PL TOWN OF MOUNT FOREST WELLINGTON NORTH
BTN CHURCH ST & LONDON RD; WELLINGTON NORTH

PIN: 71066-0002 (LT); LRO #61; and

2. London Road, Mount Forest

CHURCH ST PL TOWN OF MOUNT FOREST WELLINGTON NORTH BTN
WELLINGTON ST & DURHAM ST; WELLINGTON NORTH

PIN: 71066-0001 (LT); LRO #61.

Schedule "C" COPY OF THE CONSENT APPROVALS

County of Wellington Planning & Land Division Committee
Deborah Turchet, Secretary-Treasurer
Wellington County Administration Centre
74 Woolwich Street Guelph, Ontario N1H 3T9

RECEIVED

APR 24 2018

ENTERED
4/26/18

April 18, 2018 P. OF WELLINGTON NORTH

EXPLANATION OF APPEAL PROCEDURES

DEAR SIR or MADAM:

Attached is a **Notice of Initial Decision on Application for Consent B23/18** pursuant to the provisions of the Ontario Planning Act.

The Decision of the County of Wellington Planning and Land Division Committee, and/or the Conditions of Approval for the provisional consent **may be appealed to the Local Planning Appeal Tribunal (LAPT) not later than 20 days after the giving of Notice of Decision is completed**, by filing with the Secretary-treasurer of the County of Wellington Planning and Land Division Committee at the above address a **written notice** of your desire to appeal the Decision and/or a **written notice** of your desire to appeal a Condition(s) of Approval imposed in the Decision. **Such notice will require reasons to be set out in writing of your appeal, and must be accompanied with a fee of \$300.00, as prescribed by the Local Planning Appeal Tribunal.** Certified Cheque, or money orders should be made payable to the **Minister of Finance of Ontario**.

If a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made a written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent then the Local Planning Appeal Tribunal may dismiss the appeal.

Also, the **Local Planning Appeal Tribunal** may, where it is of the opinion that the reasons in support of an appeal are insufficient, dismiss the appeal without a full hearing; but, before so dismissing an appeal, shall notify the appellant and afford him or her an opportunity to make representation as to the merits of the appeal.

The **Local Planning Appeal Tribunal**, when it is holding a hearing, will give notice to such agencies or persons and in such manner as the Tribunal may determine, and in this appeal hearing, may make any decision that could have been made on the original application.

If the Decision of the County of Wellington Planning and Land Division Committee is to give provisional consent on the above-numbered application, and no appeals are filed within the time period allowed, the Consent shall be given, **except that where conditions of approval have been imposed, the Consent shall not be given until** the conditions of approval have been fulfilled to the satisfaction of the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee.

Subject to any action taken under Subsection 53(23), the Applicant(s) has a **period of ONE YEAR FROM the GIVING of NOTICE of DECISION to fulfill all the Conditions of Approval in respect of the consent. If the Applicant(s) has not fulfilled all the conditions, the Consent on the application shall thereupon be Deemed to be Refused**, pursuant to Subsection 53(41) of the Ontario Planning Act.

ADDITIONAL INFORMATION regarding this application for consent and this decision of the County of Wellington Planning and Land Division Committee is available for inspection at the County of Wellington Planning and Land Division office at 74 Woolwich Street, Guelph, Ontario, during regular business hours, Monday through Friday. Phone – 519 837 2600 x2160 or x2170; Fax – 519 837 3875

MAILED TO:

APPLICANT – 2574574 Ontario Inc. c/o Brad Wilson AGENT – Jeff Buisman, OLS MUNICIPALITY – Wellington North
COUNTY PLANNING DEPARTMENT BELL CANADA
SAUGEEN CONSERVATION AUTHORITY SOURCE WATER REGIONAL ASSESSMENT OFFICE
OTHERS: Wayne & Brenda Diebold (486 Durham St. E, Mt. Forest N0G 2L2)

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B23/18

APPLICANT:

2574574 Ontario Inc.
c/o Brad Wilson
PO Box 7
Mount Forest ON N0G 2L0

LOCATION of SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
Part Park Lot 4
South of Durham St., East of Main Street
Plan Town of Mount Forest

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by 2574574 Ontario Inc. c/o Brad Wilson pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use (street townhouse 5 units), being Part of Park Lot 4, S of Durham St., E of Main St, Plan Town of Mount Forest, Mount Forest, now Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF NINE CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There was a written submission made to the Planning and Land Division Committee, no oral submissions were made at the Public Meeting.

FINAL CONSENT IS DEEMED TO BE GIVEN when the Secretary-Treasurer of the Planning and Land Division Committee has received written proof that all of the conditions of approval have been fulfilled within the prescribed period of time.

THE PLANNING AND LAND DIVISION COMMITTEE ADVISES THE APPLICANT that all of the conditions of approval for this provisional consent must be fulfilled within a period of one year after written notice of this decision was given or consent shall be deemed to be refused. In the event of an appeal to the Local Planning Appeal Tribunal, the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of one year from the date of the order or date of the notice of the Local Planning Appeal Tribunal issued in respect of the appeal.

CONDITIONS OF APPROVAL TO BE FULFILLED NO LATER THAN 4:30 p.m. APRIL 19, 2019:

- 1) THAT the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
- 2) THAT the Solicitor for the Owner give an undertaking in writing to provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee within 30 days of the date of registration in the Land Registry/Land Titles Office for Wellington (No. 61) a copy of the receipted and registered electronic transfer document including the Form 2 Certificate for Consent B23/18.
- 3) THAT the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
- 4) THAT the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor shall provide a full print of that deposited reference plan(s) to the secretary-treasurer of the Planning and Land Division Committee.
- 5) THAT the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 6) THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions – or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 7) THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990; and that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 8) THAT the Owner enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 9) THAT driveway access can be provided to the sites to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.


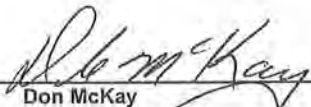
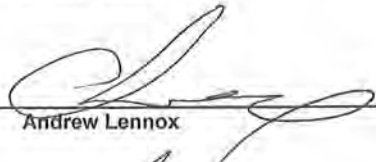

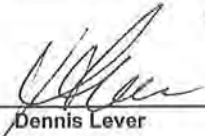
..... End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON APPLICATION B 23/18, continued:

PLEASE BE ADVISED:

1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

WE, the undersigned

 _____ Shawn Watters	 _____ Don McKay
 _____ Andrew Lennox	 _____ Allan Allis
 _____ Dennis Lever	

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON APRIL 12, 2018

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:30 p.m. ON MAY 8, 2018

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: APRIL 18, 2018 SIGNED: 

County of Wellington Planning & Land Division Committee
 Deborah Turchet, Secretary-Treasurer
 Wellington County Administration Centre
 74 Woolwich Street Guelph, Ontario N1H 3T9

ENTERED
 (4/23/18) DJ

RECEIVED

APR 24 2018

April 18, 2018 TWP. OF WELLINGTON NORTH

EXPLANATION OF APPEAL PROCEDURES

DEAR SIR or MADAM:

Attached is a **Notice of Initial Decision on Application for Consent B24/18** pursuant to the provisions of the Ontario Planning Act.

The Decision of the County of Wellington Planning and Land Division Committee, and/or the Conditions of Approval for the provisional consent **may be appealed to the Local Planning Appeal Tribunal (LAPT) not later than 20 days after the giving of Notice of Decision is completed**, by filing with the Secretary-treasurer of the County of Wellington Planning and Land Division Committee at the above address a **written notice** of your desire to appeal the Decision and/or a **written notice** of your desire to appeal a Condition(s) of Approval imposed in the Decision. **Such notice will require reasons to be set out in writing of your appeal, and must be accompanied with a fee of \$300.00, as prescribed by the Local Planning Appeal Tribunal. Certified Cheque, or money orders should be made payable to the Minister of Finance of Ontario.**

If a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made a written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent then the Local Planning Appeal Tribunal may dismiss the appeal.

Also, the **Local Planning Appeal Tribunal** may, where it is of the opinion that the reasons in support of an appeal are insufficient, dismiss the appeal without a full hearing; but, before so dismissing an appeal, shall notify the appellant and afford him or her an opportunity to make representation as to the merits of the appeal.

The **Local Planning Appeal Tribunal**, when it is holding a hearing, will give notice to such agencies or persons and in such manner as the Tribunal may determine, and in this appeal hearing, may make any decision that could have been made on the original application.

If the Decision of the County of Wellington Planning and Land Division Committee is to give provisional consent on the above-numbered application, and no appeals are filed within the time period allowed, the Consent shall be given, **except that where conditions of approval have been imposed, the Consent shall not be given until** the conditions of approval have been fulfilled to the satisfaction of the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee.

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MAILED TO:

APPLICANT – 2574574 Ontario Inc. c/o Brad Wilson AGENT – Jeff Buisman, OLS MUNICIPALITY – Wellington North

COUNTY PLANNING DEPARTMENT BELL CANADA

SAUGEEN CONSERVATION AUTHORITY SOURCE WATER REGIONAL ASSESSMENT OFFICE

OTHERS: Wayne & Brenda Diebold (486 Durham St. E, Mt. Forest N0G 2L2)

PAGE 1 of 2 COUNTY of WELLINGTON PLANNING & LAND DIVISION COMMITTEE
Wellington County Administration Centre
74 Woolwich Street Guelph, Ontario N1H 3T9

ONTARIO PLANNING ACT, Section 53(14)

NOTICE of DECISION

On Application B24/18

APPLICANT:

2574574 Ontario Inc.
c/o Brad Wilson
PO Box 7
Mount Forest ON N0G 2L0

LOCATION of SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
Part Park Lot 4
South of Durham St., East of Main Street
Plan Town of Mount Forest

The Planning and Land Division Committee, considering all of the evidence presented, and being assured that it had jurisdiction to consider the matter which was submitted to it, concludes that:

In the matter of an application by 2574574 Ontario Inc. c/o Brad Wilson pursuant to Section 53 of the Planning Act, R. S. O. 1990 as amended for consent to convey land for urban residential use (5 unit townhouse), being Part of Park Lot 4, S. of Durham St., E of Main St, Plan Town of Mount Forest, Mount Forest, no Township of Wellington North, **PROVISIONAL CONSENT IS GRANTED SUBJECT TO THE FULFILMENT OF NINE CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that a plan of subdivision of the subject lands is not necessary for the proper and orderly development of the municipality for this proposal; that the proposal satisfies generally the intent of the criteria of Section 51, subsection 24 of the Planning Act, R.S.O. 1990 as amended; and that the proposal is consistent with the intent and policies of the Provincial Policy Statement; and that it conforms generally to the intent and policies of the County's official plan.

PUBLIC INPUT: Notice of Application was circulated as required under The Planning Act, Section 53(4). There was a written submission made to the Planning and Land Division Committee, no oral submissions made at the Public Meeting.

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- 6) THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions – or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 7) THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication of \$1,000.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990; and that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
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- 9) THAT driveway access can be provided to the sites to the satisfaction of the Township of Wellington North; and further that the Township of Wellington North file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.


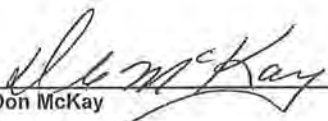



..... End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON APPLICATION B 24/18, continued:

PLEASE BE ADVISED:

- 1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Planning and Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
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WE, the undersigned

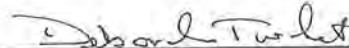
 _____ Shawn Watters	 _____ Don McKay
 _____ Andrew Lennox	 _____ Allan Alls
 _____ Dennis Lever	

CONCURRED IN THE ABOVE DECISION TO GRANT PROVISIONAL CONSENT ON APRIL 12, 2018

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE PLANNING & LAND DIVISION COMMITTEE NO LATER THAN 4:30 p.m. ON MAY 8, 2018

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this application for consent.

DATED: APRIL 18, 2018


SIGNED: 


Schedule "D"
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED


The Works shall be constructed in accordance with the drawings issued by Cobide Engineering Inc., contract No. 18-01809-01 dated September 26, 2018, and approved by the Township Engineer and such other plans submitted and approved by the Township Engineer.

Approved Plan and Drawings

Dwg No.	Description	Author	Rev. No.	Revision Date
01809-TS	Title Sheet	Cobide Engineering Inc.	4	Sep 26/18
01809-SP1	Existing Conditions Site Plan	Cobide Engineering Inc.	4	Sep 26/18
01809-SP2	Development Site Plan	Cobide Engineering Inc.	4	Sep 26/18
01809-STM1	Storm Sewer Catchment Areas	Cobide Engineering Inc.	4	Sep 26/18
01809-C1	Plan and Profile STA. 0+000 to STA 0+229	Cobide Engineering Inc.	4	Sep 26/18
01809-C2	Plan and Profile STA 1+010 to STA 1+280	Cobide Engineering Inc.	4	Sep 26/18
01809-SS1	Site Servicing Plan	Cobide Engineering Inc.	4	Sep 26/18
01809-SGR1	Site Grading Plan	Cobide Engineering Inc.	4	Sep 26/18
01809-ESC1	Erosion and Sedimentation Control Plan	Cobide Engineering Inc.	4	Sep 26/18
01809-E1	Lighting Layout Plan	Cobide Engineering Inc. & AVIA.NG	A	Sep 21/18
01809-E1PA	Street Light Photometrics Analysis	Cobide Engineering Inc. & AVIA.NG	A	Sep 21/18
01809-DET1	Typical Street Cross-Sections and Miscellaneous Details	Cobide Engineering Inc.	4	Sep 26/18
01809-DET2	Miscellaneous Details	Cobide Engineering Inc.	4	Sep 26/18
n/a	Sanitary Servicing Brief	Van Harten Surveying Inc.		Apr 17/17
n/a	Revised Sanitary Servicing Brief	Van Harten Surveying Inc.		Apr 6/18
n/a	Storm Sewer Design Sheet	Cobide Engineering Inc.		Mar 1/18
n/a	Special Provisions	Cobide Engineering Inc.		Apr 2018
n/a	Watermain Design Brief	Cobide Engineering Inc.		June 15/18

Project No. 01809		November 30, 2018							
		Table 1 Wilson Townhouses - Offsite Works Estimate Preliminary Construction Estimate and Cost Sharing							
		Item	Preliminary Cost Estimate Summary				Wilson Percentage	Wilson Cost	Township Percentage
1.0	General Construction Items and Removals				\$16,755.00	41%	\$6,887.00	59%	\$9,868.00
2.0	Sanitary Sewers and Appurtenances				\$31,120.00	95%	\$29,440.00	5%	\$1,680.00
3.0	Watermain and Appurtenances				\$121,300.00	50%	\$60,870.50	50%	\$60,429.50
4.0	Storm Sewer and Appurtenances				\$79,202.50	47%	\$36,938.52	53%	\$42,263.98
5.0	Road Works				\$159,125.00	32%	\$50,252.50	68%	\$108,872.50
6.0	Contingency Allowance				\$42,500.00	46%	\$19,550.00	54%	\$22,950.00
7.0	15% Engineering				\$67,500.38	45%	\$30,590.78	55%	\$36,909.60
8.0	13% HST				\$67,275.37	45%	\$30,488.81	55%	\$36,786.57
Total Project Cost Estimate					\$584,778.25		\$265,018.10		\$319,760.14
1.0	General Construction Items and Removals	Quantity	Unit	Unit Price	Total	Total	Total	Total	Total
1.01	Mobilization/ Demobilization	100%	LS	\$3,500.00	\$3,500.00	46%	\$1,610.00	54%	\$1,890.00
1.02	Topsoil Stripping	1,050	m ²	\$2.00	\$2,100.00	46%	\$966.00	54%	\$1,134.00
1.03	Materials Testing	100%	LS	\$5,000.00	\$5,000.00	46%	\$2,300.00	54%	\$2,700.00
1.04	Supply, Install, Maintain and Remove Light Duty Silt Fence	35	m	\$13.00	\$455.00	100%	\$455.00	0%	\$0.00
1.05	Supply, Install, Maintain and Straw Bale Check Dams	3	Each	\$200.00	\$600.00	100%	\$600.00	0%	\$0.00
1.06	Full Depth Asphalt Removal	5	m ²	\$5.00	\$25.00	0%	\$0.00	100%	\$25.00
1.07	Partial Depth Asphalt Removal	5	m ²	\$15.00	\$75.00	0%	\$0.00	100%	\$75.00
1.08	Traffic Control	100%	LS	\$600.00	\$600.00	46%	\$276.00	54%	\$324.00
1.09	Remove Existing Storm Sewer/ Culvert	34	m	\$100.00	\$3,400.00	20%	\$680.00	80%	\$2,720.00
1.10	Remove Existing Storm Structure	1	Each	\$1,000.00	\$1,000.00	0%	\$0.00	100%	\$1,000.00
Total Section 1.0					\$16,755.00		\$6,887.00		\$9,868.00
2.0	Sanitary Sewers and Appurtenances	Quantity	Unit	Unit Price	Total	Total	Total	Total	Total
2.01	Connect Proposed Sanitary Sewer to Existing Manhole	1	Each	\$1,000.00	\$1,000.00	100%	\$1,000.00	0%	\$0.00
2.02	38 mm SDR11 HDPE Low Pressure Forcemain	36	m	\$120.00	\$4,320.00	100%	\$4,320.00	0%	\$0.00
2.03	50 mm SDR11 HDPE Low Pressure Forcemain	110	m	\$140.00	\$15,400.00	100%	\$15,400.00	0%	\$0.00
2.04	Flushing Chamber	1	Each	\$800.00	\$800.00	100%	\$800.00	0%	\$0.00
2.05	Flushing Chamber for Hse #486 (Provisional)	1	Each	\$800.00	\$800.00	0%	\$0.00	100%	\$800.00
2.06	38 mm dia. Sanitary Curb Stop & Check Valve	11	Each	\$800.00	\$8,800.00	90%	\$7,920.00	10%	\$880.00
Total Section 2.0					\$31,120.00		\$29,440.00		\$1,680.00
3.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total	Total	Total	Total	Total
3.01	150 mm PVC DR 18 Watermain	105	m	\$120.00	\$12,600.00	50%	\$6,300.00	50%	\$6,300.00
3.02	200 mm PVC DR 18 Watermain	9	m	\$150.00	\$1,350.00	100%	\$1,350.00	0%	\$0.00
3.03	250 mm PVC DR 18 Watermain	250	m	\$175.00	\$43,750.00	43%	\$18,812.50	57%	\$24,937.50
3.04	150 mm dia. Gate Valves	2	Each	\$2,000.00	\$4,000.00	50%	\$2,000.00	50%	\$2,000.00
3.05	200 mm dia. Gate Valves	1	Each	\$2,400.00	\$2,400.00	100%	\$2,400.00	0%	\$0.00
3.06	250 mm dia. Gate Valves	6	Each	\$2,600.00	\$15,600.00	43%	\$6,708.00	57%	\$8,892.00
3.07	Cut In and Install 150mm dia. Gate Valve into Existing Watermain (Provisional)	2	Each	\$2,500.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00
3.08	Supply and Install 19mm Muncipex Water Service	10	Each	\$1,000.00	\$10,000.00	100%	\$10,000.00	0%	\$0.00
3.09	Supply and Install Hydrant c/w Hydrant Sign	2	Each	\$6,500.00	\$13,000.00	50%	\$6,500.00	50%	\$6,500.00
3.10	50 mm Blow-Off	2	Each	\$200.00	\$400.00	50%	\$200.00	50%	\$200.00
3.11	Commission Watermain	100%	LS	\$3,200.00	\$3,200.00	50%	\$1,600.00	50%	\$1,600.00
3.12	Connect to Existing Watermain	4	Each	\$2,500.00	\$10,000.00	50%	\$5,000.00	50%	\$5,000.00
Total Section 3.0					\$121,300.00		\$60,870.50		\$60,429.50

Project No. 01809						November 30, 2018			
		Table 1 Wilson Townhouses - Offsite Works Estimate Preliminary Construction Estimate and Cost Sharing							
Item	Preliminary Cost Estimate Summary				Total	Wilson Percentage	Wilson Cost	Township Percentage	Township Cost
4.0	Storm Sewer and Appurtenances	Quantity	Unit	Unit Price	Total	Total	Total	Total	Total
4.01	200 mm dia. HDPE Storm Sewer	10	m	\$105.00	\$1,050.00		\$0.00	100%	\$1,050.00
4.02	300 mm dia. HDPE Storm Sewer	172.3	m	\$175.00	\$30,152.50	41%	\$12,362.53	59%	\$17,789.98
4.03	600 x 600 mm Precast Concrete Catchbasin	3	Each	\$2,000.00	\$6,000.00	33%	\$2,000.00	67%	\$4,000.00
4.05	1200 mm dia. Catchbasin Manhole	3	Each	\$4,500.00	\$13,500.00	33%	\$4,500.00	67%	\$9,000.00
4.06	Supply and Install HDPE Lawn Basin	1	Each	\$300.00	\$300.00	0%	\$0.00	100%	\$300.00
4.07	Connect to Existing Storm Structure	1	Each	\$3,000.00	\$3,000.00	33%	\$1,000.00	67%	\$2,000.00
4.08	Connect to Existing Storm Sewer Via Direct Connection	1	Each	\$3,000.00	\$3,000.00	33%	\$1,000.00	67%	\$2,000.00
4.09	Connect to Existing Storm Sewer Via Inserta Tee	1	Each	\$3,000.00	\$3,000.00	100%	\$3,000.00	0%	\$0.00
4.10	150 mm dia. Perforated Subdrain	168	m	\$25.00	\$4,200.00	28%	\$1,176.00	72%	\$3,024.00
4.11	Construct Swale	80	m	\$50.00	\$4,000.00	50%	\$2,000.00	50%	\$2,000.00
4.12	Supply and Install 150mm dia Private Drain Connection	11	Each	\$1,000.00	\$11,000.00	90%	\$9,900.00	10%	\$1,100.00
Total Section 4.0					\$79,202.50		\$36,938.52		\$42,263.98
5.0	General Construction Items	Quantity	Unit	Unit Price	Total	Total	Total	Total	Total
5.01	Earth Excavation	800	m ³	\$12.00	\$9,600.00	26%	\$2,496.00	74%	\$7,104.00
5.02	Granular 'B'	3,100	Tonne	\$13.00	\$40,300.00	26%	\$10,478.00	74%	\$29,822.00
5.03	Granular 'A'	1,100	Tonne	\$14.50	\$15,950.00	26%	\$4,147.00	74%	\$11,803.00
5.04	HL-4 Hot Mix (Base Course)	200	Tonne	\$100.00	\$20,000.00	26%	\$5,200.00	74%	\$14,800.00
5.05	HL-3 Hot Mix (Surface Course)	160	Tonne	\$100.00	\$16,000.00	26%	\$4,160.00	74%	\$11,840.00
5.06	Imported Granular Fill (Provisional)	1,000	Tonne	\$10.00	\$10,000.00	26%	\$2,600.00	74%	\$7,400.00
5.07	Supply and Install Concrete Barrier Curb and Gutter (OPSD 600.040)	175	m	\$48.00	\$8,400.00	26%	\$2,184.00	74%	\$6,216.00
5.08	Supply and Place Topsoil from Stockpile	1,050	m ²	\$10.00	\$10,500.00	26%	\$2,730.00	74%	\$7,770.00
5.09	Supply and Place Sod	1,050	m ²	\$7.50	\$7,875.00	26%	\$2,047.50	74%	\$5,827.50
5.10	Dust Control	100%	LS	\$1,000.00	\$1,000.00	26%	\$260.00	74%	\$740.00
5.11	Subgrade and Boulevard Preparation	100%	LS	\$7,500.00	\$7,500.00	26%	\$1,950.00	74%	\$5,550.00
5.12	Supply and Place Electrical Duct Crossings	100%	LS	\$12,000.00	\$12,000.00	100%	\$12,000.00	0%	\$0.00
Total Section 5.0					\$159,125.00		\$50,252.50		\$108,872.50
Notes: 1. This cost estimate incorporates the prices that JT Excavating has provided to the Developer as part of their site servicing tender.									

Project No. 01809		November 30, 2018			
		Table 2 Wilson Townhouses - On Site Works Estimate Preliminary Construction Estimate and Cost Sharing			
Item	Preliminary Cost Estimate Summary	Total			
1.0	General Construction Items and Removals	\$24,974.00			
2.0	Storm Sewer and Appurtenances	\$13,345.00			
3.0	Road Works	\$10,500.00			
4.0	Contingency Allowance	\$7,500.00			
5.0	15% Engineering	\$8,447.85			
6.0	13% HST	\$8,419.69			
Total Project Cost Estimate		\$73,186.54			
1.0	General Construction Items and Removals	Quantity	Unit	Unit Price	Total
1.01	Mobilization/ Demobilization	100%	LS	\$500.00	\$500.00
1.02	Topsoil Stripping	3,300	m ²	\$2.00	\$6,600.00
1.03	Materials Testing	100%	LS	\$5,000.00	\$5,000.00
1.04	Supply, Install, Maintain and Remove Light Duty Silt Fence	98	m	\$13.00	\$1,274.00
1.05	Supply, Install, Maintain and Straw Bale Check Dams	8	Each	\$200.00	\$1,600.00
1.06	Construct Driveway Ramps	10	Each	\$1,000.00	\$10,000.00
Total Section 1.0					\$24,974.00
2.0	Storm Sewer and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	200 mm dia. HDPE Storm Sewer	25	m	\$105.00	\$2,625.00
2.02	250 mm dia. HDPE Storm Sewer	48	m	\$140.00	\$6,720.00
2.03	600 x 600 mm Precast Concrete Ditch Inlet Catchbasin	1	Each	\$2,500.00	\$2,500.00
2.04	Supply and Install HDPE Lawn Basin	5	Each	\$300.00	\$1,500.00
Total Section 2.0					\$13,345.00
Notes:					
1. This cost estimate incorporates the prices that JT Excavating has provided to the Developer as part of their site servicing tender.					

16321 - Brad Wilson Severances (B23/18 & B24/18)
Durham Street East (Mount Forest, Township of Wellington North)
Townhouse Development (10 units)
Developer Contribution For Future Sidewalk

Opinion of Probable Cost

Road Work

Item	Quantity	Unit	Unit Price	Amount
Earth excavation - sidewalk (one side, 1.5m wide)	39	cu.m.	\$17.00	\$663.00
Water	2	cu.m.	\$12.00	\$24.00
Granular 'A' (125mm) - sidewalk	42	t	\$18.50	\$777.00
Concrete sidewalk, 1.5m wide (150mm)	141	sq.m.	\$65.00	\$9,165.00
0.6m x 1.2m tactile walking surfaces at curb ramps	2	ea.	\$400.00	\$800.00
Subtotal				\$11,429.00

Summary

Item	Amount
Road Work	\$11,429.00
Subtotal	\$11,429.00
Lump Sum to cover all other requirements (2.0%)	\$228.58
Subtotal	\$11,657.58
Bonding and Insurance (3%)	\$349.73
Subtotal	\$12,007.31
Contingency (10%)	\$1,200.73
Total Construction	\$13,208.04

Engineering

Design, tendering, construction review and contract administration (15%)	\$1,981.21
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Total Construction and Engineering

Total	\$15,189.25
H.S.T. (13%)	\$1,974.60
Total	\$17,163.85
Less rebatable HST	\$1,707.27
Total (with 1.76% HST)	\$15,456.58

Rounded: \$15,500

Development

Frontage (m)

B23/18	45.5
B24/18	48.7
	0
	0
Sidewalk at ___ corner _____	<u>0</u>
Total	94.2

Developer's share of the cost (50%)

\$7,750

Township and/or future developer share of costs

\$7,750

Total \$15,500

Notes:

- 1 Sidewalk costs are based on Site frontage.
- 2 Unit prices are based on tender prices for a larger road reconstruction project (i.e. full block). It is assumed the sidewalk would be installed when the opposite side of the street is developed and, as such, it is assumed that the sidewalk will be installed on the north side of the street so that boulevard regrading and restoration would be required as part of the road upgrades for that future development and not due to the sidewalk.
- 3 Further, it is assumed that boulevard filling and grading required to construct sidewalk on the north side of the street is part of the work needed to install curbing, driveways and lot development on that side of the street and, as such, that cost not included in the above sidewalk construction estimate
- 4 Since driveway locations of future development is unknown, assuming sidewalk thickness of 150mm
- 5 Prices assume no utility or other conflicts.

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

BY-LAW NUMBER 115-18

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON DECEMBER 17, 2018.

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

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

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on December 17, 2018 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 17TH DAY OF DECEMBER, 2018.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**