

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING AGENDA OF COUNCIL  
MARCH 9, 2020 @ 2:00 P.M.  
CLOSED SESSION FOLLOWING REGULAR MEETING OF COUNCIL  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE  
NUMBER**

**CALLING TO ORDER – Mayor Lennox**

**ADOPTION OF THE AGENDA**

Recommendation:

*THAT the Agenda for the March 9, 2020 Regular Meeting of Council be accepted and passed.*

**DISCLOSURE OF PECUNIARY INTEREST**

**O'CANADA**

**COUNTY COUNCIL UPDATE**

Steve O'Neill, County of Wellington Councillor, Ward 4

**PRESENTATIONS**

- |   |     |
|---|-----|
| a. Wightman Communications Presentation   |     |
| b. Frey Communications                    | 001 |
| • Cyber Security and MSP Perspective      |     |
| c. Wellington North Recreation Department | 006 |
| • A Look Back At 2019                     |     |

**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- |   |     |
|---|-----|
| • Court of Revision, February 24, 2020 (Drain 2 Martin) amended | 021 |
| • Court of Revision, February 24, 2020 (Murphy Drain)           | 023 |
| • Regular Meeting of Council, February 24, 2020                 | 024 |

Recommendation:

*THAT the minutes of the Court of Revision (Drain 2, Martin) as amended, Court of Revision (Murphy Drain) and the Regular Meeting of Council held on February 24, 2020 be adopted as circulated.*

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**COUNCIL OPEN FORUM**

Natural Gas expansion and Broadband development. Discussion points: Importance, funding, prioritization, additional resources needed for response

**ITEMS FOR CONSIDERATION**

- |   |     |
|---|-----|
| 1. MINUTES  |     |
| a. Saugeen Valley Conservation Authority Meeting, December 11, 2019 and 2020 Authority Meeting Schedule | 032 |

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the Saugeen Valley Conservation Authority Meeting, December 11, 2019 and 2020 Authority Meeting Schedule.*

- b. Grand River Conservation Authority Summary of General Membership Annual General Meeting – February 28, 2020 039

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of General Membership Annual General for the meeting held on February 28, 2020.*

- c. Mount Forest Business Improvement Association Meeting, February 25, 2020 040

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association Meeting held on February 25, 2020.*

- d. Wellington North Cultural Roundtable, February 20, 2020 042

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on February 20, 2020.*

- e. Recreation, Parks and Leisure Committee, February 21, 2020 045

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on February 21, 2020*

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North endorse the Recreation, Parks and Leisure Committee as the design approval authority for new recreation, parks and leisure assets in Wellington North, subject to Council's final approval, as recommended by the Recreation, Parks and Leisure Committee.*

- f. Recreation, Parks and Leisure Committee, March 3, 2020 049

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on March 3, 2020.*

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North direct staff to pursue the development of Site Plans for the Arthur & Area Community Centre Fairgrounds and the Mount Forest & District Sports Complex grounds, as recommended by the Recreation, Parks and Leisure Committee.*

2. PLANNING

- a. Report DC2020-10 Consent Application B65-12 Edward & Margaret-Anne Baratto 053

Recommendation:

*THAT Council of the Township of Wellington North receive DC Report 2020-010 being a report on Consent Application (Right of Way) B65-12 known as Part of Park Lot 2, North of Catherine Street, Crown Survey geographic Village of Arthur.*

AND FURTHER THAT; Council recommend deferral of this application until further discussion with municipal staff regarding the development of the adjacent lands can be addressed.

AND FURTHER THAT Should the Planning & Land Division Committee approve the consent as proposed on application B65-12, the following matters are to be addressed as conditions of approval:

- 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 the lands benefiting from this easement be rezoned to restrict any development until such time that a comprehensive concept can be reviewed.

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

b. Report DC202-011 Consent Application B22-20 Todd Hanlon & Roxane Balwin

058

Recommendation:

THAT Council of the Township of Wellington North receive DC Report 2020-011 being a report on Consent Application (Lot Line Adjustment) B22-20 known as Part Lot 27, Concession 6, in the former geographic Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B22-20 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 the owner enter into an agreement apportioning future maintenance costs on Rhame Drain; and
- THAT the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain.

AND FURTHER THAT Council authorizes the Development 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.

### 3. ECONOMIC DEVELOPMENT

a. EDO 2020-005 Community Improvement Program

062

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Community Improvement Program report EDO 2020-005; AND FURTHER THAT Council approve Façade Improvement Grants:

- \$2,500 to Boggs Financial @ 197A George Street in Arthur

- \$1,872 to the M.F. Chamber of Commerce @ 248 Main Street North in Mount Forest

4. FINANCE

- a. Cheque Distribution Report, March 2, 2020 064

Recommendation:

*THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated March 2, 2020.*

- b. Report TR2020-04 Being a report on Development and Community Benefits Charges 067

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2020-04 being a report on Development and Community Benefits Charges;*

*AND FURTHER THAT Council direct staff to move \$20,000 from the Wellington North Admin DC Reserve Fund, and \$5,440 from the Tax Rate Stabilization Reserve to a capital project to fund the preparation of an updated short-form Development Charge (DC) background study & By-law, and Community Benefit Charge (CBC) implementation strategy & By-law;*

*AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for the direct purchase of services from DFA Infrastructure International Inc. be waived.*

5. OPERATIONS

- a. Report OPS 2020-012 being a report on the Township's sewage allocation policy 075

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-012 being a report on the Township's sewage allocation policy;*

*AND FURTHER THAT Council direct staff to bring an authorizing by-law for the revised sewage allocation policy, presented as Schedule A, to a future meeting of Council;*

*AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law for the sewage allocation policy at a future meeting of Council.*

- b. Report OPS 2020-013 being a report on the purchase of a new loader 085

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-013 being a report on the 2020 procurement of a loader;*

*AND FURTHER THAT the Township of Wellington North award the supply of the 2020 loader to Brandt Tractor at a net cost of \$259,488.00 and the allocated funds from the 2020 capital budget be used to purchase.*

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

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

Recommendation:

*THAT all items listed under Items for Consideration on the March 9, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.*

## CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

### NOTICE OF MOTION

### COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- North Wellington Health Care Corporation – Louise Marshall Hospital
- Lynes Blacksmith Shop Committee
- Wellington North Safe Communities Committee
- Upper Grand Trailway Wellington Sub Committee
- Wellington North Power
- Recreation, Parks and Leisure Committee
- Mount Forest Homecoming Committee (inactive)

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee
- Wellington North Wellness & Team Building Committee
- Mount Forest Business Improvement Area

Councillor Hern (Ward 3):

- Wellington North Cultural Roundtable
- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur BMX/Skateboard Park Advisory Committee
- EarlyON Child and Family Services Committee

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee

Mayor Lennox

- Wellington North Power Inc.
- Ex Officio on all committees

### BY-LAWS

- a. By-law Number 011-20 being a Provisional Drain By-law to provide for the construction of Murphy Drainage Works. 087

Recommendation:

*THAT By-law Number 011-20 being a Provisional Drain By-law to provide for the construction of Murphy Drainage Works be read a Third time and enacted.*

- b. By-law Number 029-20 being a by-law to authorize the execution of a Transfer Payment Agreement between Her Majesty The Queen In Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the Township of Wellington North (Municipal Modernization Fund) 089

Recommendation:

*THAT By-law Number 029-20 being a by-law to authorize the execution of a Transfer Payment Agreement between Her Majesty The Queen In Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the Township of*

*Wellington North (Municipal Modernization Fund) be read a First, Second and Third time and enacted.*

### **CLOSED MEETING SESSION**

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (l) If a meeting is held for the purpose of educating or training the members AND at the meeting, no member discusses otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee;

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at \_\_\_\_:\_\_\_\_ pm that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:*

- (l) *If a meeting is held for the purpose of educating or training the members AND at the meeting, no member discusses otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee;*

1. **REPORTS**

- a. *2020 Strategic Priorities – Presentation by Chief Administrative Officer  
To be tabled at the meeting*

2. **REVIEW OF CLOSED SESSION MINUTES**

- *February 24, 2020*

3. **RISE AND REPORT FROM CLOSED MEETING SESSION**

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at \_\_\_\_:\_\_\_\_.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive for information the 2020 Strategic Priorities presentation by the Chief Administrative Officer.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the February 24, 2020 Council meeting.*

### **CONFIRMING BY-LAW NUMBER 030-20**

1148

Recommendation:

*THAT By-law Number 030-20 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 March 9, 2020 be read a First, Second and Third time and enacted.*

### **ADJOURNMENT**

Recommendation:

*THAT the Regular Council meeting of March 9, 2020 be adjourned at \_\_\_\_:\_\_\_\_.pm.*

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Arthur & District Chamber of Commerce Directors Meeting	March 10, 2020	5:30 p.m.
Mount Forest District Chamber of Commerce Directors Meeting	March 10, 2020	7:00 p.m.
Wellington North Cultural Roundtable	March 19, 2020	12:00 p.m.
Regular Council Meeting	March 23, 2020	7:00 p.m.
Arthur BIA Inaugural Directors Meeting	April 1, 2020	7:00 p.m.
Regular Council Meeting	April 6, 2020	2:00 p.m.
Mount Forest BIA Meeting	April 7, 2020	8:00 a.m.
Recreation, Parks and Leisure Committee	April 7, 2020	8:30 a.m.

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

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

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

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

Talking Points - 2:00pm March 9<sup>th</sup>, 2020

## What is Cybersecurity?

Cybersecurity is a framework of people, technology, processes and policies which is designed to protect computer systems, networks, users and the information they contain, from digital attacks.

## What Threats should I worry about?

At the most basic Cybersecurity level, treat every “THING” as a threat

Every ..... email

Every ..... USB stick

Every ..... Computer

Every ..... Vendor access

Every ..... Software

Every ..... Employee

And the list goes on...

**Any “thing” that connects to the network should meet the cybersecurity framework.**

- IT Control
  - Change Controls
  - Management Controls
  - Permission Controls
  - Roles and Responsibilities
- Visibility on the Network
- Behaviour on the Network
- Multi-factor Authentication for Cloud softwares
- Ongoing maintenance and security measures
- Business need vs. risk
- Documentation

The expectation must change from a “set it and forget it” mentality to an expectation of “never stop looking at it” behavior.



## Threat Tiers

### End-user Tier

- Email and Internet
  - o End-user Education/Awareness

### Hardware Tier

- Desktops, Laptops, Mobile Devices, etc.
  - o Physical Security
  - o Application Security
  - o Vendor Security
  - o Patching and Maintenance
  - o Administrative Controls
  - o Data security and protection

### Network Tier

- What is passing through the network
- What control do we have over that traffic
- Visibility
- Who's paying attention

### Administration Tier

- Processes and policies governing all tiers
- Decision making process
- Documentation

### Partner Tier

- Processes and policies governing internal processes
- Controls at all tier levels internally
- MFA for all support applications
- Advanced Network Security Monitoring and Alerting
- Physical Security Controls
- User access/permission controls
- Data Security/Protection

## Current Cybersecurity Initiatives in Place

- Admin Control - user unable to install applications without approval and administrative oversight
- Password Policy - Expire every 90 days, must meet complexity requirement
- Network Segregation
  - IoT devices - ie Time Clocks, Digital Signs, Ice Surface PC, Book Vending Machine
  - Corporate Network
  - Public Access
- Standardize Mobile Device platform for possible MDM considerations
- Network Visibility - Visibility of all sites and traffic at each site
- Managed AV
- Managed Windows and 3<sup>rd</sup> Party Patching
- Cisco VPN
- Product Evaluations/Implementations - do they meet Cybersecurity framework, risk to the network, can vendor access be monitored/controlled, etc.
- Spam Filtering
- Datto Business Continuity Solution - Backup, Business Continuity and daily confirmation
- Asset Monitoring and Reporting
- Managed Firewall and Switches
- Physical Security - Server Room
- Secure Drive Destruction
- Reporting
- Email blasts on known phishing attempts

## Ransomware

A type of malware that threatens, ransoms, or blocks access to a person/company data.

2018/2019 attacks on like verticals

Wasaga Beach \$250K

Midland \$250K

Stratford, The Nation, Woodstock and 3 Eastern Ontario Hospitals - no figures released

### How do you get Ransomware?

Most Common - malicious spam, phishing attempts. Email contains “booby-trapped” attachments

Cybercriminals pose as a known contact, colleague or official organization in an attempt to create a false sense of safety

Other sources - malicious web pages, downloads, scareware pop ups, etc.

### How do you recover?

Datto Business Continuity Device

- Reliable Backups and Verification
- Restoration from any snapshot
- Virtualization from local appliance or from Datto Cloud
- Every backup scanned to make sure it is intact, free from (known) ransomware
- Daily Screenshot verification
- Secure storage of backups
- “Turn back the clock” to a snapshot before the attack happened

## What's Next?

Items for consideration

- USB Lockout
- Cybersecurity Audit
- Formal Policy Development
- Apply Formal Policy in product adjudication stages
- Formal Cybersecurity Incident Response Plan
- MFA Exchange 365
- Active Firewall monitoring
- Drive encryption on laptops
- Visibility - Full Network monitoring
- Yearly Initiative Discussions
- Next-level Firewall

## Possible Areas of Exposure

Any area lacking visibility and monitoring abilities/services

Mobile Device Security

Hard Drive Encryption of Laptops

Scada/Water/Sewer

Lack of understanding on risks

Data transmission - email, drop box or other applications

Data not stored on the server

Reverse Social Engineering

Questions?







# A LOOK BACK AT 2019

Wellington North Recreation Department



# VISION

Ensuring affordable, inclusive and high-quality recreation, parks and leisure opportunities through effective communication and combined community efforts.



# GUIDING PRINCIPLES

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Opportunities for All



Meaningful Engagement & Communication



Working Together to Achieve Shared Goals



Responsive Facilities, Parks & Trails



Customer-Focused Services



Commitment Toward Financial Sustainability



# BY THE NUMBERS

- 7 Recreation & Culture Committee Meetings
- 5 Mount Forest Ad Hoc Aquatic Committee Meetings
- 4 Arthur BMX Skateboard Committee Meetings
- 25 Reports to Council & Committee
- 31 Community sponsored Free Swims
- 48 Community sponsored Free Skates
- 6 Visits to local schools through the School Visitation and SSUP Programs
- 329 Registrants for the summer Day Camp Program
- 388 Registrants for Lifesaving Society Swim For Life Swimming Lessons
- 126 Waived Room rentals for Community Groups and Organizations
- 255 Email Transfers were processed for Recreation Programs and Rentals
- 549 Total number of rentals at our facilities
- 3198 Total number of bookings at our facilities



# AQUATICS

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- The Aquatics Team hired 11 lifeguard/instructors
- Pools opened June 24 and closed August 30
- Switched from RED Cross Lessons to Lifesaving Society Swim for Life Lessons
- Purchased an Accessible Lift for the Mount Forest Pool with a grant from the County of Wellington
- Purchased new lifejackets
- Arthur Optimist Splash Pad was open June – September
- Mount Forest Lions Splash Pad opened August 27





# DAY CAMP

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- The Day Camp team hired 9 instructors
- Day Camp opened July 2 and ended on August 23, running for a total of eight weeks
- \$13,720 was received for staffing, from the Canada Summer Jobs Grant
- Camp operated at an average of 90% capacity
- Activities: geared towards the weekly theme, trail walks, lemonade & bake sales, waterplay: swimming and splash pad, parks and playgrounds, weekly library visits, special guest visitors



# OUTDOOR RECREATION FACILITIES

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- Safety Netting installed on Ball Diamond A in Arthur
- Grand opening of Ball Diamond C in Arthur
- Ball Diamond timer installed at Kinsmen Diamond Mount Forest
- Re-established the infields and warning tracks with stone dust on all baseball diamonds
- Placed a focus on staff development with increased training opportunities
- Installed fencing at the Mount Forest Lions Splash Pad
- Purchased new picnic tables



# PLAYGROUNDS, PARKS & TRAILS

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- 911 signage installed at Wellington North playgrounds
- Molok waste containers were installed in parks and at trailheads
- Sand surfacing was added at playgrounds
- Stone dust was installed on the North Wetlands Trail
- Trailhead signage and benches were purchased with a grant from the County of Wellington





# FACILITIES

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- ICIP Application for the Arthur & Area Community Centre
- Increased the use of technology through the addition of staff computers, emails and cell phones at both facilities
- Decreased paper documentation using a secure recreation folder for staff communications and outlook calendar
- Agreement with Future Sign to promote upcoming events and activities in the lobby of both arena's
- Purchased new kitchen equipment for both facilities
- Upgrade to the heat recovery system in the Compressor Room at the Mount Forest & District Sports Complex
- Partnered with the Mount Forest Fireworks to install a new cement pad
- AED Machines were installed in the dressing room hall in Mount Forest and near the ice surface in Arthur



# FACILITIES CAPITAL PURCHASES

- Completed the Arthur outdoor storage shed
- Purchased two TV's with HDMI capabilities for the Mount Forest Meeting Room and Plume Room
- Purchased a battery powered ice edger for the Mount Forest & District Sports Complex
- Purchased a Lawn Tractor for the Arthur Recreation Team
- Purchased a Tractor for the Mount Forest Recreation Team
- Purchased a shared pick-up truck



# FACILITIES PROGRAMS

- Introduced the Stick and Puck Program in Arthur to increase use of prime ice time on Wednesdays and Thursdays
- Free walking offered Tuesdays and Thursdays 1:30 – 3:00pm from November 1<sup>st</sup> to March 30<sup>th</sup>
- Partnered with Skate Canada Mount Forest to offer a Healthy Food Options Program at the Concession Booth
- Responsive to community need, offering Public Skating on Strike and PD Days



# SPECIAL PROJECTS

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- Engaged the PIN Network to support efforts in volunteer recruitment, engagement, retention and recognition
- Hosted the ROI Volunteer Webinar Series
- Partnered with the EDO to launch the Mayor's Charity Bonspiel
- Partnered with HR, Clerks & EDO on a New Horizon's grant application for seniors
- Signed a contract with PerfectMind as the recreation software service provider, currently in the implementation phase
- Mount Forest Lions Electronic Sign
- Launched Email Transfer as an option for payment of Recreation Programs and Rentals



# LOOKING AHEAD TO 2020

## AGREEMENTS, SPECIAL PROJECTS & ACTIVITIES

- Renewed Recreation Agreement with the Township of Southgate
- Formalized an MOU with the Damascus Hall Group
- Mayor's Charity Bonspiel
- Recreation Leisure Guide
- PerfectMind Recreation Software
- Volunteer Engagement Strategy with the People Information Network (PIN)
- HRIS System township-wide
- Landscaping design at the new Mount Forest Lions Splash Pad
- Providing the Swim to Survive Program to Grade 3 students in our community
- Providing a new drop-in ice rental rate to increase usage
- Streamlining agreements and policies for rentals



# LOOKING AHEAD TO 2020 CAPITAL PROJECTS

- RFP Design for the Mount Forest Pool
- RFP Design/Build for the Arthur Opti-Mrs Playground
- Arthur & Area Community Centre Upgrades, pending ICIP application
- New Boardroom table and chairs for the Mount Forest Meeting Room
- New High Diving Board for the Mount Forest Pool
- New vacuums for both the Arthur and Mount Forest Pools
- Upgraded pool communications: computers and printers
- Purchase of safety netting for Ball Diamond B, 1<sup>st</sup> Baseline
- Purchase of a new light timer for the Mount Forest Optimist Ball Diamond
- Purchase of fence capping for all Wellington North Ball Diamonds
- Trail enhancements: additional signage, stone dust, benches
- Furnace replacement at the Lynes Blacksmith Shop and Damascus Hall
- Move the batting cage in Mount Forest



# RECREATION TEAM VISION & VALUES

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Safe Trusting  
Space



Open  
Communication



Teamwork



Customer  
Centric Service



THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
COURT OF REVISION  
MEETING MINUTES  
FEBRUARY 24, 2020 @ 7:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH

**Members Present:**

Steve McCabe, Chair  
Lisa Hern  
Dan Yake

**Also Present:**

Karren Wallace, Clerk- Secretary  
Michael Givens, Chief Administrative Officer  
Catherine Conrad, Deputy Clerk  
Neal Morris, Drainage Engineer, K. Smart Associates Ltd.

**CALLING TO ORDER – Chair**

The purpose of the Court of Revision meeting is to consider the schedule of assessments for Drain 2 Martin Drain Part Lot 2, Concession 1 formerly Township of Arthur.

**CORRESPONDENCE RECEIVED**

No correspondence was received.

**APPEALS RECEIVED**

Moved: Member Hern

Seconded: Member McCabe

*THAT the late appeals received from Terence Kennett and Sharon Clarke-Kennett 9548 Wellington Road 14, CONN, ON N0G 1N0 and Marco Feletto 8727 Sideroad 27, Orton, ON L0N 1N0 in the matter of the Court of Revision for Drain 2 (Martin) be received*

CARRIED

**COMMENTS FROM IMPACTED PROPERTY OWNERS**

Terence Kinnett commented that he felt his assessment of \$9,865 was too high, that he has no ability to pay and does feel it is fair to pay for something that someone else requested.

Mike Feletto acting as agent for his father, Marco Feletto commented that the final assessment of \$3,954.00 was too high and was a large increase over the original estimate. He felt since there was no actual work on the Feletto property the assessment was too high, although he acknowledged they should pay something.

**COMMENTS FROM THE ENGINEER**

Neal Morris, Engineer K Smart and Associates Limited explained the rationale for the assessments, outlined the work to be done as indicated in the report. He also noted the spirit of the Drainage Act is that everyone in the watershed pays for a portion of the drainage works as it is a benefit to the lands in the drainage watershed. In calculating assessments, an engineer can't account for a land owners ability to pay and the assessments are a benefit to the land not the owner. He advised the municipality has options for debenturing in order to assist with assessment costs for an owner.

He advised the next step in the appeal process would be the Drainage Tribunal and cautioned it could take 6 months to get a hearing.

If no appeals are received at the Court of Revision the provisional by-law would be given third reading at the next meeting of Council and work could commence 10 days after that. In this case, since two appeals have been filed, the third reading of the by-law may not be passed until the appeals have been resolved and work can commence 10 days after the third reading of the by-law.

### **DECISION OF COURT OF REVISION**

The Court of Revision, the Chief Administrative Office and the Clerk recessed to discuss the matter then returned to the hearing and passed the following resolution:

RESOLUTION: CoR 2020-001

MOVED BY: McCabe

SECONDED BY: Hern

*THAT the Court of Revision concur with the K. Smart Associates Limited Report and Engineer Assessment Schedules, dated December 20, 2019 Report 18-221 for Drain 2 Martin Drain Part Lot 2, Concession 1 formerly Township of Arthur*

CARRIED

### **ADJOURNMENT**

RESOLUTION: CoR 2020-002

MOVED BY: McCabe

SECONDED BY: Hern

*THAT the Court of Revision convened to consider Drain 2 (Martin) be adjourned at 7:44 p.m.*

CARRIED

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
COURT OF REVISION  
MEETING MINUTES  
FEBRUARY 24, 2020 @ 7:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**Members Present:** Dan Yake, Chair  
Lisa Hern  
Dave Turton

**Also Present:** Karren Wallace, Clerk- Secretary  
Michael Givens, Chief Administrative Officer  
Catherine Conrad, Deputy Clerk  
Neal Morris

**CALLING TO ORDER – Chair**

The purpose of the Court of Revision meeting is to consider the schedule of assessments for Murphy Drain Lot 1, Concession 12 formerly Township of Arthur.

**CORRESPONDENCE RECEIVED**

No correspondence received.

**APPEALS RECEIVED**

No appeals were received

**COMMENTS FROM IMPACTED PROPERTY OWNERS**

There were no comments from impacted property owners.

**COMMENTS FROM THE ENGINEER**

Neal Morris, Engineer K Smart and Associates Limited explained the rationale for the assessments, outlined the work to be done as indicated in the report. He also noted the spirit of the Drainage Act is that everyone in the watershed pays for a portion of the drainage works as it is a benefit to the lands in the drainage watershed.

As no appeals were received at the Court of Revision the provisional by-law will be given third reading at the next meeting of Council.

**DECISION OF COURT OF REVISION**

RESOLUTION NUMBER: COR 2020-003

MOVED BY: Turton

SECONDED BY: Hern

*THAT the Court of Revision concur with the K. Smart Associated Limited Report and Engineer Assessment Schedules, dated December 19, 2019 Report 19-067 for Murphy Drain Lot 1, Concession 12 formerly Township of Arthur formerly Township of Arthur, now the Township of Wellington North.*

CARRIED

**ADJOURNMENT**

RESOLUTION NUMBER: COR 2020-004

MOVED BY: Turton

SECONDED BY: Hern

*THAT the Court of Revision convened to consider Murphy Drain be adjourned at 7:49 p.m.*

CARRIED

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING MINUTES OF COUNCIL  
FEBRUARY 24, 2020 @ 7:00 P.M.  
CLOSED SESSION @ 6:30 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**Members Present:****Acting Mayor:****Dan Yake****Councillors:****Lisa Hern****Steve McCabe****Members Absent:****Mayor:****Andrew Lennox****Councillor:****Sherry Burke****Staff Present:****Chief Administrative Officer:****Michael Givens****Director of Legislative Services/Clerk:****Karren Wallace****Deputy Clerk:****Catherine Conrad****Director of Finance:****Adam McNabb****Economic Development Officer:****Dale Small****Senior Planner:****Michelle Innocente****CALLING TO ORDER – Acting Mayor Yake****ADOPTION OF THE AGENDA**

RESOLUTION: 2020-057

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Agenda for the February 24, 2020 Regular Meeting of Council be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

Acting Mayor Yake declared a pecuniary interest with the following as he is an employee of Ontario Clean Water Agency (OCWA):

- ITEMS FOR CONSIDERATION
  - 5a. OPERATIONS, Report OPS2020-010 being a report on the Township's 2020 to 2022 agreement with the Ontario Clean Water Agency (OCWA)
- BY-LAWS
  - d. By-law Number 027-20 being a by-law to amend By-law 078-16 being a by-law to authorize the execution of a Services Agreement between the Ontario Clean Water Agency (OCWA) and The Corporation of the Township of Wellington North

**CLOSED MEETING SESSION**

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

RESOLUTION: 2020-058

Moved: Councillor Hern

Seconded: Councillor McCabe



*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:31 pm that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:*

*(b) personal matters about an identifiable individual, including municipal or local board employees;*

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

1. **REPORTS**

*a. CAO 2020-001 being a report on Township Legal Counsel*

*b. Duncan Linton Letter of Opinion dated February 13, 2020 re: Proposed Acquisition*

2. **REVIEW OF CLOSED SESSION MINUTES**

- *February 10, 2020*

3. **RISE AND REPORT FROM CLOSED MEETING SESSION  
CARRIED**

RESOLUTION: 2020-059

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 6:46 pm.*

CARRIED

Acting Mayor Yake recessed the meeting until 7:00 p.m.

RESOLUTION: 2020-060

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2020-01 being a report on Township Legal Counsel;*

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

CARRIED

RESOLUTION: 2020-061

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the Duncan Linton Letter of Opinion dated February 13, 2020 re: Proposed Acquisition;*

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

CARRIED

RESOLUTION: 2020-062

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the February 10, 2020 Council meeting.*

CARRIED



**O ' CANADA**

**RECESS TO MOVE INTO COURT OF REVISION**

RESOLUTION: 2020-063

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of February 24, 2020 at 7:05 pm for the purpose of holding a Court of Revision for:*

- *Drain 2 Martin*
- *Murphy Drain*

CARRIED

**RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2020-064

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North resume the February 24, 2020 Regular Meeting of Council at 7:49*

CARRIED

**RECESS TO MOVE INTO PUBLIC MEETING**

RESOLUTION: 2020-065

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of February 24, 2020 at 7:50 pm for the purpose of holding a Public Meeting under the Planning Act:*

- *Circuit Holdings (331 Arthur St.) – Minor Variance*
- *Dingwall Investments (121 – 123 Sarah Rd.) – Minor Variance*

CARRIED

**RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2020-066

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North resume the February 24, 2020 Regular Meeting of Council. 8:03*

CARRIED

**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- Pubic Meeting, February 10, 2020
- Regular Meeting of Council, February 10, 2020

RESOLUTION: 2020-067

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the minutes of the Public Meeting and the Regular Meeting of Council held on February 10, 2020 be adopted as circulated.*

CARRIED

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

There was no business arising from previous meetings of Council.

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

1b, 4a, 4b, 5a, 6a

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

RESOLUTION: 2020-068

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT all items listed under Items for Consideration on the February 24, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.*

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on January 14, 2020 and financial statements.*

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the County of Wellington Joint Accessibility Advisory Committee Meeting held on February 6, 2020.*

*THAT Council of the Corporation of the Township of Wellington North receive the Planning Report, dated February 4, 2020, from Michelle Innocente, Senior Planner – Recommendation Report regarding Redline Revision Draft Plan of Subdivision – 23T-18004, London Road North, Mount Forest;*

*AND FURTHER THAT Council support the redline revised draft plan of subdivision and related conditions of draft plan approval for 23T-18004.*

*AND FURTHER THAT staff update the subdivision agreement to reflect the revision between the municipality and the Owners of the proposed subdivision for Council's consideration, and*

*FURTHER THAT staff advise the County's Director of Planning and Development of the Townships decision.*

*THAT Council of the Corporation of the Township of Wellington North receive correspondence, dated February 4, 2020, from Sarah Wilhelm, Manager of Policy Planning, County of Wellington, regarding County Official Plan Review – Progress Report #1.*

*THAT Council of the Corporation of the Township of Wellington North receive the Planning Report, dated February 18, 2020, from Michelle Innocente, Senior Planner – Domville Street Subdivision, Arthur, Zoning By-law Amendment.*

*THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated February 20, 2020.*

*THAT the Council of the Corporation of Township of Wellington North receive Report TR2020-003 being a report on 2019 Council Remuneration.*

*THAT Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-007 being a report on a Privacy Breach Policy.*

*THAT Council of the Corporation of the Township of Wellington North receive correspondence from Douglas Browne, Chief of Emergency Management, Ministry of the Solicitor General, Office of the Fire Marshall and Emergency Management, dated February 15, 2020, regarding Emergency Management and Civil Protection Act (EMCPA) Compliance.*

*THAT the Council of the Corporation of Township of Wellington North receive correspondence dated February 6, 2020, from Hon. Steve Clark, Minister of Municipal Affairs and Housing, regarding A Place to Grow: Growth Plan for the Greater Golden Horseshoe.*

CARRIED

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

RESOLUTION: 2020-069

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur & District Chamber of Commerce Directors Meeting held on February 11, 2020.*

CARRIED

RESOLUTION: 2020-070

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of Township of Wellington North receive Report EDO 2020-003 being a report on the Wellington North Farmers Market;*

*AND FURTHER THAT the Council of the Township of Wellington North approve the Wellington North Farmers' Market Roles and Responsibilities Agreement with the Victory Church and Community Centre;*

*AND FURTHER THAT the Council of the Township of Wellington North direct staff to prepare the necessary temporary road closure permit application for each Saturday from June 20<sup>th</sup> through September 26<sup>th</sup>, from 8:30am through noon, for the portion of 320 King St. E at the Fairgrounds entrance in Mount Forest.*

CARRIED

## RESOLUTION: 2020-071

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Council of the Corporation of Township of Wellington North receive Report EDO 2020-004 being a report to establish an Arthur Business Improvement Area (BIA);*

*AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to appoint members to the Board of Directors for the Arthur BIA.*

CARRIED

Acting Mayor Yake left the Council Chambers as he had previously declared pecuniary interest with the following item. Acting Mayor Lisa Hern assumed the Chair.

## RESOLUTION: 2020-072

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-010 being a report on the Township's 2020 to 2022 agreement with the Ontario Clean Water Agency (OCWA);*

*AND FURTHER THAT Council authorize the Mayor and Clerk to execute the amending agreement with the Ontario Clean Water Agency for the operation and maintenance of the Arthur and Mount Forest Wastewater Treatment Plants for the 2020 to 2022 term.*

CARRIED

Acting Mayor Hern vacated the Chair and Acting Mayor Yake returned to the Council Chambers.

## RESOLUTION: 2020-073

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-006 being a report to update Council on legislative amendments to Off-Road Vehicles (ORV) on municipal roads.*

*AND FURTHER THAT Council take no action regarding ORV's on municipal roads until such time as the regulations set out in Bill 107 are in effect in 2021.*

CARRIED

**NOTICE OF MOTION**

No notice of motion tabled.

**COMMUNITY GROUP MEETING PROGRAM REPORT**

Acting Mayor - Councillor Yake (Ward 1):

- The Wellington North Recreation Department presented "A Look Back at 2019" at last week's Recreation, Parks and Leisure Committee meeting. He was encouraged with everything that had been done in the past year and inquired if the presentation could be sent to all of Council and made available for the public.
- There was a very good turnout for the PIN meeting held on February 20. Many people have completed the volunteer engagement survey. Those that wish to complete the survey have until the end of February.

- An Open House regarding the hospital construction project update will be held on Tuesday February 27, 2020 night from 5:30 pm to 7:30 pm.

Councillor Hern (Ward 3):

- The Mount Forest District Chamber of Commerce meeting held last week included discussion regarding the new Downtown Mount Forest Group and how they could work with the Chamber to address their events and projects, funding and insurance. The Chamber announced that current administrator has resigned and they are in the process of hiring a new administrator.
- The BMX Skateboard Park committee has been inactive but they would like to get back into the classroom to continue discussions but cannot do that right now due to the labour negotiations and strike action taking place.

Councillor McCabe (Ward 4):

- The Saugeen Valley Conservation Authority held their Annual General Meeting on February 20. The SVCA turns 70 this year. Service Awards were presented to staff; some for 30 years.
- The first Recreation, Parks and Leisure Committee was held last week.
- Clerk Karren Wallace announced that Councillor McCabe received a 5-year award from the SVCA and extended congratulations.

#### **BY-LAWS**

- a. By-law Number 024-20 being a by-law to appoint members to the Arthur Business Improvement Area Board of Directors
- b. By-law Number 025-20 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (Part of Park Lot 4, South of Domville Street, Crown Survey, geographic Arthur Village, now Township of Wellington North in the County of Wellington - Coffey)
- c. By-law Number 026-20 being a by-law to repeal By-law 026-19 being a by-law to authorize the execution of a Memorandum of Understanding with the Mount Forest Family Health Team Exercise Room Partnership
- d. By-law Number 027-20 being a by-law to amend By-law 078-16 being a by-law to authorize the execution of a Services Agreement between the Ontario Clean Water Agency (OCWA) and The Corporation of the Township of Wellington North

RESOLUTION: 2020-074

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT By-laws Number 024-20, 025-20 and 026-20 be read a First, Second and Third time and enacted.*

CARRIED

Acting Mayor Yake left the Council Chambers as he had previously declared pecuniary interest with the following by-law and Acting Mayor Hern assumed the Chair

RESOLUTION: 2020-075

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT By-law Number 027-20 being a by-law to amend By-law 078-16 being a by-law to authorize the execution of a Services Agreement between the Ontario Clean Water Agency (OCWA) and The Corporation of the Township of Wellington North be read a First, Second and Third time and enacted.*

CARRIED

Acting Mayor Hern vacated the Chair and Acting Mayor Yake returned to the Council Chambers.

#### **CONFIRMING BY-LAW NUMBER 028-20**

RESOLUTION: 2020-076

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT By-law Number 028-20 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 February 24, 2020 be read a First, Second and Third time and enacted.*

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2020-077

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Regular Council meeting of February 24, 2020 be adjourned at 8:40 pm.*

CARRIED

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CLERK

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ACTING MAYOR

# SAUGEE VALLEY CONSERVATION AUTHORITY

## MINUTES

Conservation through Cooperation

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**MEETING:** Authority Meeting  
**DATE:** Wednesday December 11, 2019  
**TIME:** 1:00 p.m.  
**LOCATION:** Administration Office, Formosa

**CHAIR:** Dan Gieruszak

**MEMBERS PRESENT:** Paul Allen, Mark Davis, Barbara Dobreen, Mark Goetz, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Mike Myatt, Diana Rae, Christine Robinson, Bill Stewart

**ABSENT WITH REGRET:** Maureen Couture, Sue Paterson

**STAFF PRESENT:** Dick Hibma, Interim General Manager/Secretary-Treasurer  
 Erik Downing, Manager, Environmental Planning & Regulations  
 Laura Molson, Manager, Accounting  
 Shannon Wood, Manager, Communications  
 Donna Lacey, Coordinator, Forestry  
 Nancy Griffin, Conservation Education Coordinator  
 Janice Hagan, Administrative Assistant

Chair Dan Gieruszak called the meeting to order at 1:02 p.m.

### 1. Adoption of Agenda

Dick Hibma requested to remove the correspondence from the consent agenda for further discussion.

#### **MOTION #G19-78**

Moved by Barbara Dobreen

Seconded by Steve McCabe

THAT the agenda be adopted as amended.

**CARRIED**

### 2. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

### 3. Minutes of the Authority Meeting – November 7, 2019

#### MOTION #G19-79

Moved by Cheryl Grace

Seconded by Mark Davis

THAT the minutes of the Authority meeting, held on November 7, 2019 be approved as circulated.

**CARRIED**

### 4. Presentation

#### a. Outstanding Achievement Award – Nancy Griffin

Shannon Wood informed the SVCA Members that Nancy Griffin had been recognized by her Conservation Education peers throughout Ontario for her outstanding performance and dedication in teaching outdoor education for over 30 years. She had been presented with the **2019 Outstanding Achievement Award** at the Rekindle the Sparks conference, Mono Cliffs Outdoor Education Centre, November 2019. The Members congratulated Nancy.

### 5. Matters Arising from the Minutes

None at this time.

### 6. Consent Agenda

#### MOTION #G19-80

Moved by Steve McCabe

Seconded by Cheryl Grace

THAT the reports, minutes, and information contained in the Consent Agenda, [items 6a, b, d], along with their respective recommended motions be accepted as presented.

- a. Program Report
- b. Finance Report: *THAT the Finance Report to October 31, 2019 be accepted as distributed.*
- d. News Articles for Members' information

**CARRIED**

### 7. New Business

#### a. Budget Vote

After a brief discussion the following motions were carried:

#### MOTION #G19-81

Moved by Mike Myatt

Seconded by Paul Allen

THAT the Saugeen Valley Conservation Authority adopt the 2020 Budget as approved in principle at the October 2019 meeting; and further

THAT the Authority share of the costs will be raised through general revenues, reserves, donations, general surplus and special and general levies in accordance with the Conservation Authorities Act, and further



THAT the General Manager/Secretary-Treasurer is hereby authorized to forward levy notices to the member municipalities.

A recorded vote was taken for the 2020 Budget with the following results:

Arran-Elderslie	Mark Davis	Yea
Brockton	Dan Gieruszak	Yea
Chatsworth	Diana Rae	Yea
Grey-Highlands	Paul Allen	Yea
Hanover	Sue Paterson	Absent
Howick	Mark Goetz	Yea
Huron-Kinloss	Don Murray	Nay
Kincardine	Maureen Couture	Absent
Kincardine	Bill Stewart	Yea
Minto	Steve McCabe	Yea
Morris-Turnberry	Mark Goetz	Yea
Saugeen Shores	Cheryl Grace	Yea
Saugeen Shores	Mike Myatt	Yea
South Bruce	Mark Goetz	Yea
Southgate	Barbara Dobreen	Yea
Wellington North	Steve McCabe	Yea
West Grey	Tom Hutchinson	Yea
West Grey	Christine Robinson	Yea

The result of the vote was 93% of the weighted average of those present in favour. Therefore,  
**Motion #G19-81 was CARRIED.**

#### **MOTION #G19-82**

Moved by Bill Stewart

Seconded by Diana Rae

THAT the amount of \$1,705,349 be raised by General Levy in 2020; and further

THAT General Levy payments shall be due in two equal instalments on March 31 and June 30; and further

THAT late payments shall be subject to the Authority's normal late payment charge of 1.50% per month thereafter; and further

THAT in accordance with Section 27(4) of the Conservation Authorities Act, R.S.O. 1990, the minimum sum that shall be levied against a participating municipality for administration costs shall be \$1,100.

**CARRIED**

#### **b. Report from Forestry Committee Meeting, December 11, 2019**

Donna Lacey presented the tender submissions for the sale of standing timbers reviewed by the Forestry Committee. After discussion the following motions carried:

**MOTION #G19-83**

Moved by Mark Davis

Seconded by Tom Hutchinson

THAT the SVCA Tender #SVCA\_01\_2019 regarding location Lots 69, Concession 2 EGR, former Holland Township, Municipality of Chatsworth, Grey County, submitted by Moggie Valley Timber, in the amount of \$18,000 be accepted for the sale of standing timber as per the recommendation of the SVCA Forestry Committee.

**CARRIED**

**MOTION #G19-84**

Moved by Bill Stewart

Seconded by Steve McCabe

THAT the SVCA Tender #SVCA\_02\_2019 regarding location Lot 12-13, Concession 3, former Carrick Township, Municipality of South Bruce, Bruce County, submitted by Moggie Valley Timber, in the amount of \$23,000 be accepted for the sale of standing timber as per the recommendation of the SVCA Forestry Committee.

**CARRIED**

**MOTION #G19-85**

Moved by Mark Davis

Seconded by Don Murray

THAT the SVCA Tender #SVCA\_03\_2019 regarding location Lot 39-42, Concession 2 & 3 SDR, former Bentinck Township, Municipality of West Grey, Grey County, submitted by Bester Forest Products Ltd., in the amount of \$72,015 be accepted for the sale of standing timber as per the recommendation of the SVCA Forestry Committee; and further,

THAT any remaining tender deposit cheques be returned immediately, upon said acceptance.

**CARRIED**

**c. Planning Services Agreements - update**

Erik Downing reviewed the report and noted that a formatting error resulting in an incorrect title on the chart, which should have read: "*Natural Heritage Comment From Shared CA?*". He noted that while there are no anticipated challenges, the deadline for Planning Services Agreements was the end of January and staff recommend a 6-month extension.

**MOTION #G19-86**

Moved by Christine Robinson

Seconded by Barbara Dobreen

THAT the deadline for Planning Services Agreements be extended to the end of June 2020; and further, THAT any municipality unable to make the deadline will inform SVCA staff and a report to the Authority will be prepared regarding the circumstances causing the delay for the SVCA members to consider.

**CARRIED**

**d. Section 28 Violations Process Report**

Erik explained the Regulatory function and process, and noted it is staff's implicit duty to act to resolve violations, and when a resolution is not forthcoming then enforcement is necessary. The Members recommended a revised, less heavy-handed violation letter to assist in the mediation process.

After further discussion the following motion was passed:

**MOTION #G19-87**

Moved by Christine Robinson

Seconded by Tom Hutchinson

THAT SVCA staff submit a review to the Authority on regulatory property violations; and further, THAT options and recommendations for change & improvement be submitted.

**CARRIED**

**8. Other Business**

**a. Accounts Payable Report**

**MOTION #G19-88**

Moved by Mark Davis

Seconded by Bill Stewart

THAT the Accounts Payable, totaling \$293,228.67 be approved as distributed.

**CARRIED**

**MOTION #G19-89**

Moved by Mike Myatt

Seconded by Paul Allen

That the Members of the Saugeen Valley Conservation Authority approve the discontinuance of the practice of submitting monthly listings of payments made by cheque or through online payments in the Board Agenda package for approval after payments have been made.

**CARRIED**

**b. Proposed Meeting Schedule**

The Members discussed the proposed meeting schedule and requested an online poll be carried out to determine availability for a January meeting.

**c. Correspondence**

The Correspondence was removed from the Consent Agenda section 6 to discuss the motions set forth by the Township of Ramara, indicating that it desired an exit clause be provided in the Conservation Authorities Act to permit municipalities to exit CA jurisdictions. Dick Hibma reviewed the issues between Ramara Twp and the Lake Simcoe Region CA [LSRCA] noting that Ramara Twp tends to issue building permits without consultation with LSRCA. As well LSRCA is in the process of legal action against the Township due to unpaid levies. Dick noted that for a municipality to dissolve the relationship with a conservation authority, it must have a robust plan for flood warning/management and conservation regulations.

There was no further discussion.

**MOTION #G19-89**

Moved by Steve McCabe

Seconded by Tom Hutchinson

THAT the correspondence be received as presented.

**CARRIED**

**d. Christmas in the Country Report**

Shannon Wood discussed the recent Saugeen Valley Foundation event, Christmas in the Country, which had been relocated from Sulphur Spring CA to the village of Formosa. She told the members that there were over 7000 people in attendance and hundreds of volunteers. The partners involved in the planning of the event included the Formosa Lions and the Municipality of South Bruce. Financial reports would follow.

A coffee break was called at 3:30 p.m. and the meeting was reconvened at 3:40 p.m.

**9. Closed Session – Personnel Matters****MOTION #G19-91**

Moved by Barbara Dobreen

Seconded by Bill Stewart

THAT the Authority move to Closed Session, In Camera, to discuss personnel matters; and further THAT Dick Hibma remain in the meeting.

**CARRIED**

**MOTION #G19-95**

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT the Authority adjourn from Closed Session, In Camera, and rise and report.

**CARRIED**

There were no actions to report from the Closed Session, In Camera. There being no further business, the meeting was adjourned at 4:05 p.m. by the Chair.

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Dan Gieruszak  
Chair

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Janice Hagan  
Recording Secretary

## 2020 Authority Meeting Schedule

Thursday February 20 – Annual Meeting / Volunteer Recognition	10:00 a.m.
Thursday April 2	1:00 p.m.
Thursday May 7	1:00 p.m.
Thursday June 4	1:00 p.m.
Thursday August 6	1:00 p.m.
Thursday October 1 – Budget Review	10:00 a.m.
Thursday November 5	1:00 p.m.
Thursday December 3	1:00 p.m.

### Watershed Member Municipalities

Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands, Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce, Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North, Town of Saugeen Shores, Township of Southgate, Municipality of West Grey



## Grand River Conservation Authority

Summary of the General Membership *Annual General Meeting* – February 28, 2020

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

### Action Items

The Board approved the resolutions as presented in the agenda:

- GM-02-20-14 - Afforestation Services 2020
- GM-02-20-16 - Financial Summary
- GM-02-20-12 - Weighted Voting 2020
- GM-02-211 - Report of the Audit Committee
- Financial Statements and Report of the Auditor
- Appointment of Auditors for 2020
- GM-02-20-15 - Budget 2020
- Provision for Borrowing
- GRCA By-law 1-2020

### Information Items

The Board received the following reports as information:

- GM-02-20-19 - Chief Administrative Officer's Report
- GM-02-20-17 - Current Watershed Conditions
- GM-02-20-18 - Grand River Watershed Flood Warning System
- GM-02-20-13 - New Hamburg Flood Mitigation Study
- GM-02-20-09 - Environmental Assessments
- GM-02-20-10 - Cash and Investment Status

### Correspondence

The Board received the following correspondence:

- Stephanie Dearing - Mohawk Canal and Lake Species
- Chatham-Kent - Resolution to Support Role of Conservation Authorities
- Town of Grand Valley - GRCA Budget 2020
- Northumberland County - Resolution to Support Role of Conservation Authorities

### Delegations

The Board heard from the following delegations:

- Drew McKillop - Hillsburgh Snow Roamers

### Committee Appointments

The Board appointed members and officers to the following committees:

- Audit Committee
- Special Recognition Committee
- Conservation Ontario Council Representatives

For full information, please refer to the [February 28 AGM Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on March 27, 2020.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

**MOUNT FOREST BUSINESS IMPROVEMENT  
ASSOCIATION MEETING MINUTES  
FEBRUARY 25, 2020 @ 8:00 AM MEETING ROOM,  
MOUNT FOREST SPORTS COMPLEX 850 PRINCESS STREET**

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**ATTENDEES:** Andrew Coburn, Kayla Morton, Bill Nelson, Dwight Benson,  
Callee Rice, Murray Townsend

**ABSENT:** Peter Mohr, Jeanean Mousseau, Councillor Burke

**CALLING TO ORDER** – Andrew Coburn; Chair Mount Forest BIA

**ADOPTION OF THE AGENDA**

Moved: Bill Nelson

Seconded: Dwight Benson

**DISCLOSURE OF PECUNIARY INTEREST**

None

**ADOPTION OF MINUTES**

Minutes of Jan.28<sup>th</sup> BIA Directors Meeting received by W.N. council on Jan 31<sup>st</sup>, 2020

**ITEMS FOR CONSIDERATION**

**1. Appointment of Duties for Completion of Budget**

**Flowers/Planters-** Containers orders by Bill Nelson. Dwight Benson will be considering placement of the newly purchased planters, as well as communicating with Richard regarding the increase in flowers needed.

**Storage-** More research being done on possible location.

**Main St Beautification-** Kayla Morton will be researching placement for bike racks, keeping in mind snow removal. Keep communication open between business owners regarding bike racks, benches, and possible bistro sets.

**Christmas Decorations-** Andrew Coburn is sending in broken lights to be fixed as well as purchasing new lights for new.

**OBIAA-** Membership will be reinstated by Andrew Coburn

**Administrative Support-** Via Murray Townsend

**Signage-** Callee Rice will be spearheading this. Wifi, Parking Etc

## 2. Revised Budget 2020 Mount Forest BIA

Flowers (additional needed for upcoming season)	\$10,000
Planters (additional purchased)	\$6,000
Storage (purchase storage container, and store)	\$6,000
Main St Beautification (bike racks, bistro tables, etc)	\$7,000
Event Marketing, Promotion (Fireworks, Retail ,etc)	\$5,000
Wifi Downtown (Partnership WN, Chamber)	\$3,500
Christmas Decorations (Replacement, purchase)	\$15,000
Main St Maintenance	\$3,000
Street Cleaning	\$2,400
OBIAA Memebership	\$500
BIA Admin Support	\$5,000
Signage (Wifi, parking)	\$1,000
Advertising, office, misc	\$2,000
Bank Charges	\$100

**\$66,500**

\*Approved by chair and to be forwarded to council for approval.

### NEXT MEETING

To be scheduled by Chair

### ADJOURNMENT

Moved: Bill Nelson

Seconded: Dwight Benson



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
CULTURAL ROUNDTABLE COMMITTEE MINUTES  
FEBRUARY 20<sup>TH</sup>, 2020 @ 12:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**



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

**Members Present:**

**Penny Renken  
Linda Hruska  
Gail Donald**

**Chair: Jim Taylor  
Robert Macdonald  
Lisa Hern, Councillor  
Bonny McDougall**

**Members Absent:**

**Gary Pundsack**

**Staff Present:**

**Economic Development Officer; Dale Small  
Dir Legislative Services/Clerk; Karren Wallace  
Administrative Support; Andrew Hydon**

**CALLING TO ORDER – Chair Taylor**

Chair Jim Taylor called the meeting to order at 12:01pm

**ADOPTION OF THE AGENDA – Chair Taylor**

RESOLUTION: CRT2020-001

Moved: Member Gail Donald

Seconded: Member Robert Macdonald

*THAT the agenda for the February 20<sup>th</sup>, 2020 Cultural Roundtable Committee meeting be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No Disclosure of Pecuniary Interest

**GUESTS/PRESENTATION**

Christine Oldfield and Emily Vincent

- *P.I.N. Network Volunteer Engagement Forum commenced at 1:00PM*

**MINUTES OF PREVIOUS MEETING**

RESOLUTION: CRT2020-002

Moved: Member Bonny McDougall

Seconded: Member Penny Renken

*THAT the minutes for the November 21<sup>st</sup>, 2019 Cultural Roundtable Committee meeting be accepted and passed.*

CARRIED

## BUSINESS ARISING FROM MINUTES

Penny Renken gave an update on the history of the old nursing home location and has prepared a Cultural Moment on it to share at the March 9th Council meeting.

## NEW BUSINESS/REVIEW OF 2020 PLANS

1. **Historical Site Designation Project:** Chair Jim Taylor provided an update on the Historical Site project and discussed getting a summer student. Penny Renken expressed concern over the delay of waiting to proceed until Summer. Committee discussed at length the possibility of getting a Heritage designation put into place, and EDO Small advised that the committee would need to go to council about it. The topic was marked to be discussed in the future.

2. **Cultural Moment :** Changes were made to the Cultural Moment, as shown below.

TOPIC	AUTHOR	DUE TO DALE
Petherton/Hotels along the Owen Sound Road	Bonny	DONE
Epoch's Garage & Blacksmith shop	Gail	DONE
Old Nursing Home Location (465 Dublin St.)	Penny	Mar 2
Women's Institute	Bonny	Mar 30
Horticultural Society	Linda	Apr 27
Arthur Lion's Club & Skateboard Park	Mandy	May 25
The Grotto	Gail	July 6
Damascus	Gary	Aug 3
Rothwell Apple Farm	Jim	Sept 7
88.7 The River	Dale	Oct 12
Remembrance Day	Gail	Oct 27 <sup>th</sup>
Family Christmas	Robert	Nov 25 <sup>th</sup>

3. **Cemetery Project:** Bonny McDougall announced that all of the old sections have officially been put into Find A Grave, and that as much as 70% is complete now. Pictures will be completed in Summer 2020.
4. **Simply Explore Culture website:** The committee decided the website will be a summer student project.
5. **Wellington North Culture Days:** Discussion of the Wellington North Culture Days was deferred to a later date.
6. **Wellington North Farmers Market:** It was discussed that the Farmers Market will be moved to Saturday.
7. **Cultural Roundtable Grants & Donations:** The grant application for the Arthur Fall Fair was reviewed.

RESOLUTION: CRT2020-003

Moved: Member Gail Donald

Seconded: Member Linda Hruska

*THAT the Cultural Roundtable Committee approve a \$500 grant to the Arthur Fall Fair, in support of maintaining a classic Fall Fair.*

CARRIED

8. **P.I.N. Network Volunteer Engagement:** P.I.N. was not discussed, as the P.I.N. group was present at the meeting for their 1pm presentation.
9. **Summer Student Recruitment:** EDO Small advised that he was working on an application for the summer student position.
10. **Other**

#### MEMBERS PRIVILEGE/ROUNDTABLE

No updates due to time.

#### NEXT MEETING

Resolution: CRT2020-004

Moved: Member Robert Macdonald

Seconded: Member Linda Hruska

*THAT the Cultural Roundtable Committee's next meeting be held on the 19th of March 2020*

CARRIED

#### ADJOURNMENT

Resolution: CRT2020-005

Moved: Member Bonny McDougall

Seconded: Member Penny Renken

*THAT the Cultural Roundtable Committee be adjourned at 12:42pm*

CARRIED

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES  
Friday February 21, 2020 @ 8:30 A.M.  
MOUNT FOREST & DISTRICT SPORTS COMPLEX – MEETING ROOM**

**Committee Members Present:**

- Steve McCabe, Councillor
- Dan Yake, Councillor
- Brian Milne, Deputy Mayor, Township of Southgate

**Staff Members Present:**

- Matthew Aston, Director of Operations
- Tom Bowden, Recreation Services Manager
- Mandy Jones, Community Recreation Coordinator
- Tasha Grafos, Administrative Support
- Karren Wallace, Director of Legislative Services/Clerk

<b>SUBJECT</b>	
<b>Calling to Order</b>	
Director of Operations called the meeting to Order at 8:29 am	
<b>Adoption of Agenda</b>	
RESOLUTION RPL 2020-001 Moved: Member Milne Seconded: Member McCabe <i>THAT the agenda for the February 21, 2020 Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed.</i> CARRIED	
<b>Disclosure of Pecuniary Interest</b>	
<b>None</b>	
<b>Minutes of Previous Meeting – December 10, 2019 (approved by Council on December 16, 2019)</b>	
Minutes of the December 10, 2019 meeting were received as information	
<b>Business Arising From Minutes</b>	
1. Appoint a Chair of the Recreation, Parks and Leisure Committee RESOLUTION RPL 2020-002 Moved: Member Milne Seconded: Member Yake <i>THAT Member McCabe be appointed as Chair of the Township of Wellington North Recreation, Parks and Leisure Committee.</i> CARRIED	
2. OPS 2020-005 being a report for Committee's endorsement to act as approval authority for the design of new recreation, parks and leisure assets RESOLUTION RPL 2020-003	

Moved Member Yake

Seconded Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive Report OPS 2020-005 being a report for Committee's endorsement to act as the approval authority for the design of new recreation, parks and leisure assets be received;*

*AND FURTHER THAT the Recreation, Parks and Leisure Committee recommend the Council of the Township of Wellington North endorse the committee as the design approval authority for new recreation, parks and leisure assets in Wellington North, subject to Council's final approval.*

CARRIED

### 3. Review Township of Southgate Agreement and Committee Terms of Reference

RESOLUTION RPL 2020-004

Moved Member Milne

Seconded Member Yake

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information the Township of Southgate Agreement and Committee Terms of Reference*

CARRIED

### 4. Review Recreation, Parks and Leisure Committee Procedure By-law

RESOLUTION RPL 2020-005

Moved Member Yake

Seconded Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information Township of Wellington North By-law Number 013-20 being a Procedure By-law for governing the calling, place and proceedings of meetings of the Recreation, Parks and Leisure Committee of Council for Wellington North.*

CARRIED

## Reports

### 1. 2019 Facility Revenue Report

RESOLUTION RPL 2020-006

Moved Member Yake

Seconded Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information the 2019 Facility Revenue Report.*

CARRIED

### 2. 2019 Financial Report

RESOLUTION RPL 2020-007

Moved Member Milne

Seconded Member Yake

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information the 2019 Financial Report.*  
CARRIED

3. ICIP Correspondence, The Honourable Catherine McKenna, P.C., M.P. Minister of Infrastructure and Communities  
  
RESOLUTION RPL 2020-008  
Moved Member Yake  
Seconded Member Milne  
*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information the ICIP correspondence dated December 17, 2019, The Honourable Catherine McKenna, P.C., M.P. Minister of Infrastructure and Communities.*  
CARRIED

4. 2019 Recreation Department Year in Review.  
  
RESOLUTION RPL 2020-009  
Moved Member Milne  
Seconded Member Yake  
*THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive the 2019 Recreation Department Year in Review Presentation.*  
CARRIED

**DIRECTIVES TO STAFF:**

Direction to staff to provide an accounting for the 126 waived rental fees; to publish “Year in Review” presentation highlights to Social Media; to report on the cost and implementation of the promotion of Mission/Vision Statement throughout the community and bring forward minutes of all AdHoc committees to this committee, to appear on Recreation, Parks & Leisure agendas as information items

5. Mount Forest Fireworks Festival Committee minutes of January 21, 2020

RESOLUTION RPL 2020-010  
Moved Member Yake  
Seconded Member Milne  
THAT the Township of Wellington North Recreation, Parks and Leisure Committee receive for information the Mount Forest Fireworks Festival Committee minutes of January 21, 2020.  
CARRIED

**Other Business**

Ad Hoc Committee Updates

- Mount Forest Aquatics – no update
- Arthur Village Skateboard/BMX
- Lynes Blacksmith Shop

Member Yake advised a furnace has been donated and installed by Chalmer Fuels. The Committee is discussing signage. It has been determined the focus will be on the Blacksmith Shop, not the house. A change of use must be obtained in order to have public view the premises and hold events

#### **New Business/Roundtable**

The Community Recreation Coordinator (CRC) advised draft trail signage will be presented to the Committee at the March 3, 2020 meeting.

The CRC is working with large user groups in developing a “brag book” to showcase the facilities

The Mayor’s Bonspiel raises approximately \$4,600.00 and a formal Committee report will be presented at the March 3, 2020 meeting.

The Recreation Services Manager advised of placing 911 signs with the physical address at the walking tracks.

#### **Adjournment**

RESOLUTION RPL 2020-011

Moved Member Yake

Seconded Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of February 21, 2020 be adjourned at 9:56 a.m.*

CARRIED



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES  
Tuesday March 3, 2020 @ 8:30 A.M.  
MOUNT FOREST & DISTRICT SPORTS COMPLEX – MEETING ROOM**

**Committee Members Present:**

- Steve McCabe, Councillor, Chair
- Dan Yake, Councillor
- Brian Milne, Deputy Mayor, Township of Southgate

**Staff Members Present:**

- Mike Givens, CAO
- Dave Guilbault, Fire Chief Wellington North Fire Services (left the meeting at 9:00 am)
- Matthew Aston, Director of Operations
- Tom Bowden, Recreation Services Manager
- Mandy Jones, Community Recreation Coordinator
- Tasha Grafos, Administrative Support
- Karren Wallace, Director of Legislative Services/Clerk

<b>SUBJECT</b>	
<b>Calling to Order</b>	
Chair McCabe called meeting to order at 8:30am	
<b>Adoption of Agenda</b>	
<b>RESOLUTION RPL 2020-012</b> Moved Member Yake Seconded Member Milne <i>THAT the agenda for the March 3, 2020 Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed</i>	
<b>Disclosure of Pecuniary Interest</b>	
None	
<b>Delegation</b>	
Natalie Overholt and Co-Op Student, Downtown Mount Forest Retail Committee – Christmas Tree Bonfire  The Downtown Mount Forest Retail Committee spoke of the success they had with their Christmas Tree Bonfire event on January 4, 2020. They are looking to make this an annual event and will begin planning in August / September for the following year.  The Fire Chief and Recreation Services Manager both agreed that the location of the burn should be changed due to wind patterns and proximity of the residential dwellings.  The Fire Chief would like to ensure that the Downtown Mount Forest Group make courtesy calls to EMS, OPP and any user groups that could be affected for future	

events. The Fire Chief also indicated crowd, traffic control measures and barriers be in place for any future events.

There were three firetrucks and eleven firefighters in attendance and the Fire Chief advised allocating these resources in the future would be difficult.

1. RPL 2020-002 Christmas Tree Bonfire

**RESOLUTION RPL 2020-013**

Moved Member Yake

Seconded Member Milne

*THAT the Recreation, Parks & Leisure Committee receive for information Report RPL 2020-002 being a report on the Christmas Tree Bonfire Event held on January 4, 2020, at the Mount Forest & District Sports Complex.*

CARRIED

Len Rice and Anson Lewis, Mount Forest Minor Hockey Association (MFMHA) – Fundraising Partnership Opportunities

Mount Forest Minor Hockey Association would like to explore alternative fundraising opportunities, through the potential generation of revenue from the sale of seats within the Mount Forest & District Sports Complex as well as arena board advertisements.

**RESOLUTION RPL 2020-014**

Moved Member Milne

Seconded Member Yake

*THAT the Recreation, Parks and Leisure Committee direct staff to work with the Mount Forest Minor Hockey Association to prepare a report for the April 7, 2020 Committee meeting, with options for shared revenue generation through the sale of board advertisements and seat naming rights with consideration given to potential impact on other user groups.*

CARRIED

**Minutes of Previous Meeting – February 21, 2020**

**RESOLUTION RPL 2020-015**

Moved Member Yake

Seconded Member Milne

*THAT the minutes of the February 21, 2020 Recreation Parks and Leisure Committee be accepted and passed.*

**Business Arising From Minutes**

1. RPL 2020-001 Facility Fees for Community Rooms

**RESOLUTION RPL 2020-016**

Moved Member Milne

Seconded Member Yake

*THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2020-001 being a report on Facility Fees for Community Rooms.*

CARRIED

2. RPL 2020-005 Average Ice Cost

**RESOLUTION RPL 2020-017**

Moved Member Milne

Seconded Member Yake

*THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2020-005 being a report on Average Ice Cost.*

CARRIED

**Reports**

1. RPL 2020-003 Mayor's Charity Bonspiel

**RESOLUTION RPL 2020-018**

Moved Member Yake

Seconded Member Milne

*THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2020-003 being a report on the Mayor's Charity Bonspiel;*

*AND FURTHER THAT the Recreation, Parks & Leisure Committee supports staff continuing to organize and deliver the Mayor's Charity Bonspiel.*

CARRIED

2. RPL 2020-004 Municipal Storage

**RESOLUTION RPL 2020-019**

Moved Member Milne

Seconded Member Yake

*THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2020-004 being a report on Municipal Storage Options;*

*AND FURTHER THAT the Recreation, Parks and Leisure Committee does not support providing municipal land for storage.*

*AND FURTHER THAT the Recreation, Parks and Leisure Committee recommend to the Council of the Township of Wellington North that staff pursue the development of Site Plans for the Arthur & Area Community Centre Fairgrounds and the Mount Forest & District Sports Complex grounds.*

CARRIED

3. Trail Signage.

The Committee directed staff investigate the feasibility of having fire numbers assigned for trail head locations in Wellington North.

#### **Other Business**

##### **Ad Hoc Committee Updates**

- Mount Forest Aquatics – no update
- Arthur Village Skateboard/BMX – no update
- Lynes Blacksmith Shop – no update

#### **New Business/Roundtable**

Director of Operations advised the BMX Committee promoted sponsorship opportunities for the new park through 600 handouts at the Arthur Lion's Club drive-through chicken BBQ.

#### **Adjournment**

##### **RESOLUTION RPL 2020-020**

Moved by Member Yake

Seconded by Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of March 3, 2020 be adjourned at 9:57am*

CARRIED



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of March 9, 2020  
**From:** Tammy Pringle, Development Clerk  
**Subject:** DC2020-010, Consent Application B65-12 Edward & Margaret-Anne Baratto

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2020-010 being a report on Consent Application (Right of Way) B65-12 known as Part of Park Lot 2, North of Catherine Street, Crown Survey geographic Village of Arthur.

**AND FURTHER THAT;** Council recommend deferral of this application until further discussion with municipal staff regarding the development of the adjacent lands can be addressed.

**AND FURTHER THAT** Should the Planning & Land Division Committee approve the consent as proposed on application B65-12, the following matters are to be addressed as conditions of approval:

- **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** the lands benefiting from this easement be rezoned to restrict any development until such time that a comprehensive concept can be reviewed.

**AND FURTHER THAT** Council authorizes the Development 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.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

The subject property is geographically known as 178 Frederick Street West in the village of Arthur.

Proposed easement is 1960 square metres with 20m frontage, vacant land for the benefit of parcel in the back for access – PIN 71094-0116.

Retained parcel is 2.2 hectares with 143m frontage, existing vacant land for future residential use.

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

The municipality will realize \$130.00 in clearance fees.

<b>ATTACHMENTS</b>
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- APPENDIX A:
  - Severance Sketch, Part of Park Lot 2, North of Catherine Street, Crown Survey, Village of Arthur, Van Harten Surveying Inc., No: 20527-12, dated May 22<sup>nd</sup>, 2012.
- APPENDIX B:
  - Simplified Parcel Map showing Proposed Easement, Retained Parcel and Parcel to Receive Benefit of Easement
- APPENDIX C:
  - Jessica Rahim, Planner  
Planning and Development Department, County of Wellington: Report

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

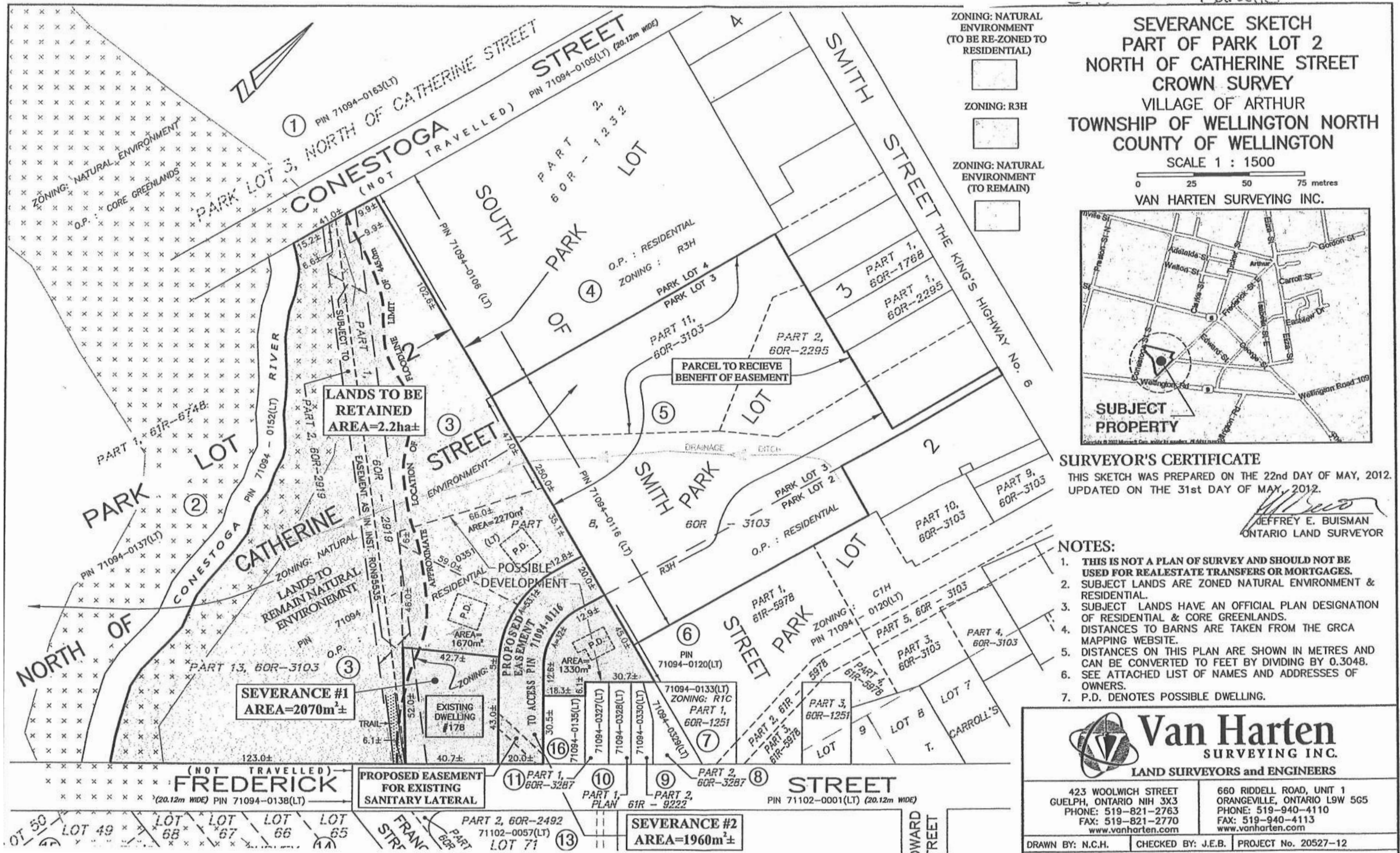
☐ Partnerships

☐ Municipal Infrastructure

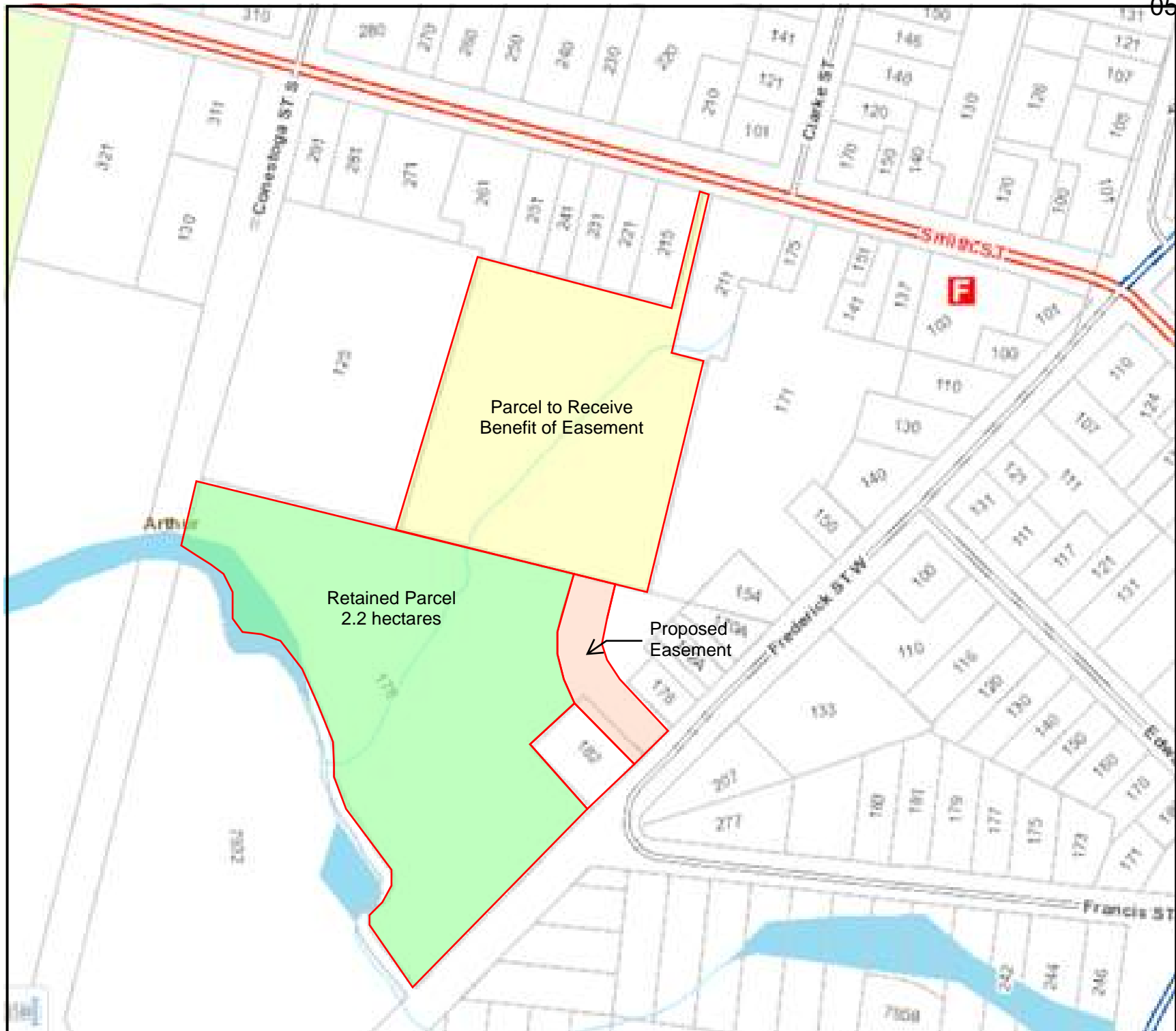
☐ Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	
		<i>Tammy Pringle</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

APPENDIX A









**Planning and Development Department | County of Wellington**  
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9  
 T 519.837.2600 | F 519.823.1694

<b>Application</b>	B65/12
<b>Location</b>	Part of Park Lot 2 North of Catherine Street Crown Survey TOWNSHIP OF WELLINGTON NORTH (Arthur Village)
<b>Applicant/Owner</b>	Edward & Margaret-Anne Barratto

**PRELIMINARY PLANNING OPINION:** This proposal is for a right-of-way to provide access to the lands over the adjacent property which is also owned by the applicant. Access to these lands is currently available from Smith Street but is very narrow.

We would recommend deferral of this application until further discussion with municipal staff regarding the development of the adjacent lands can be addressed. If the committee grants this consent we would recommend that the lands benefitting from this easement be rezoned to restrict any development until such time that a comprehensive concept can be reviewed.

**A PLACE TO GROW:** No issue

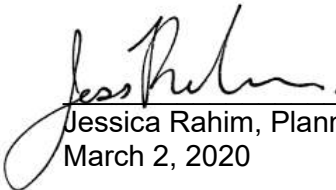
**PROVINCIAL POLICY STATEMENT (PPS):** No issue.

**WELLINGTON COUNTY OFFICIAL PLAN** The subject property is designated RESIDENTIAL in the Arthur Urban Centre.

**WELL HEAD PROTECTION AREA:** The subject property is located within a WHPA D with a vulnerability score of 2.

**LOCAL ZONING BY-LAW:** The subject lands are zoned R3(H). This zoning would permit one single family dwelling. Once the holding provision is removed then the R3 zoning would apply which permits multiple residential.

**SITE VISIT INFORMATION:** The subject property has not been visited or photographed at this time.

  
 \_\_\_\_\_  
 Jessica Rahim, Planner  
 March 2, 2020



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of March 9, 2020

**From:** Tammy Pringle, Development Clerk

**Subject:** DC2020-011, Consent Application B22-20 Todd Hanlon & Roxane Baldwin

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2020-011 being a report on Consent Application (Lot Line Adjustment) B22-20 known as Part Lot 27, Concession 6, in the former geographic Township of Arthur.

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application B22-20 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** the owner enter into an agreement apportioning future maintenance costs on Rhame Drain; and
- **THAT** the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain.

**AND FURTHER THAT** Council authorizes the Development 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.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

The subject property is geographically known as 8611 Concession 7 in the former Township of Arthur.

Proposed lot line adjustment is 9.2 hectares with no frontage, existing agricultural use to be added to abutting agricultural parcel – Rodney Kidnie.

Retained parcel is 12 hectares with 305.3m frontage, existing and proposed rural residential use with existing house, barn & shed.

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

The municipality will realize \$130.00 in clearance fees.

<b>ATTACHMENTS</b>
--------------------

- APPENDIX A:
  - Severance Sketch, Part of the North Half Lot 27, Concession 6, Township of Wellington North, prepared by Brian R. Booth at Contract Survey Consultants Inc., dated 2019.
- APPENDIX B:
  - Jessica Rahim, Planner  
Planning and Development Department, County of Wellington: Report

<b>STRATEGIC PLAN 2019 – 2022</b>
-----------------------------------

Do the report's recommendations align with our Strategic Areas of Focus?

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

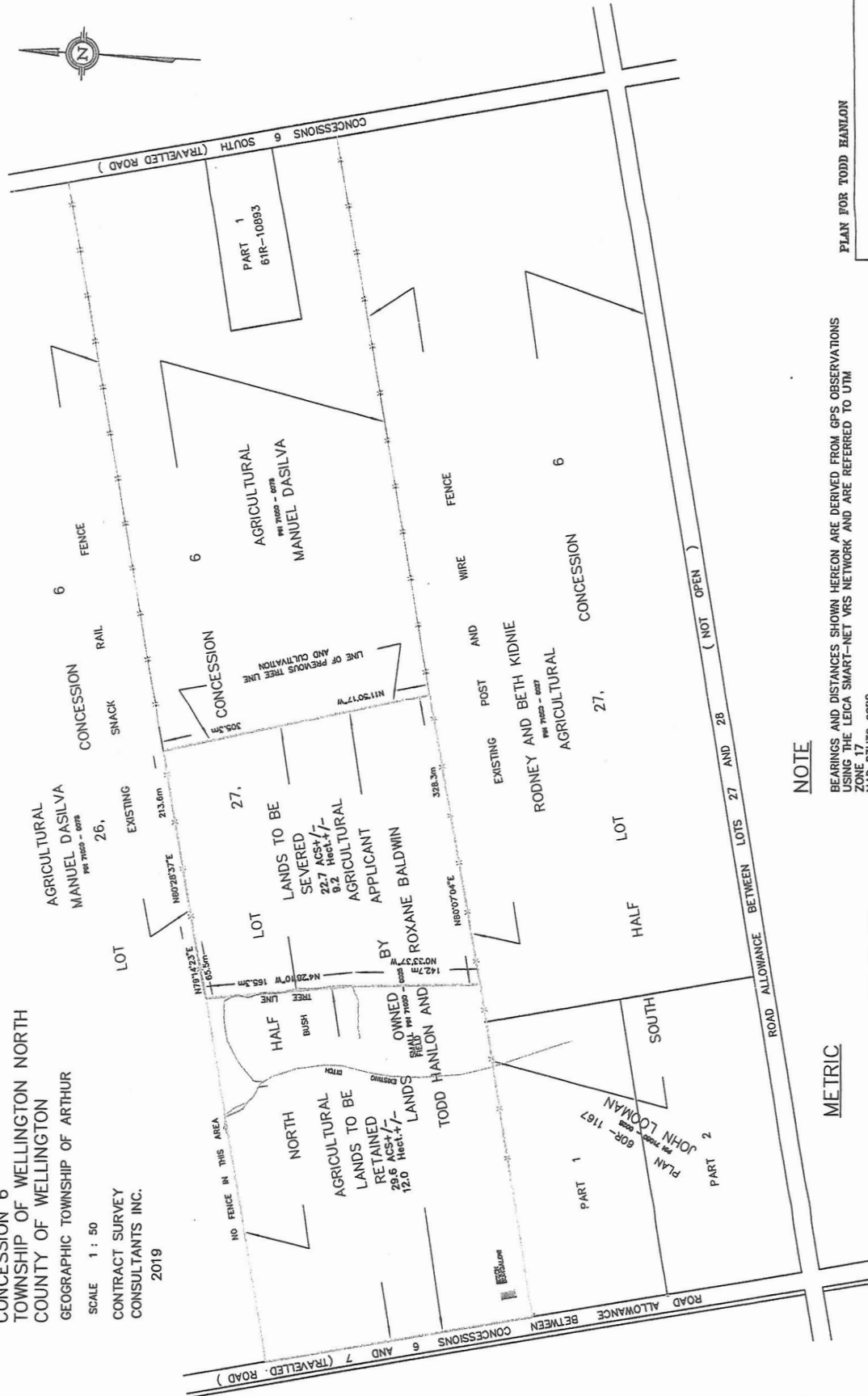
☐ Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

SKETCH FOR SEVERANCE SHOWING  
PART OF THE NORTH HALF LOT 27  
CONCESSION 6  
TOWNSHIP OF WELLINGTON NORTH  
COUNTY OF WELLINGTON  
GEOGRAPHIC TOWNSHIP OF ARTHUR

SCALE 1 : 50

CONTRACT SURVEY  
CONSULTANTS INC.  
2019



### NOTE

BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM GPS OBSERVATIONS USING THE LEICA SMART-NET VRS NETWORK AND ARE REFERRED TO UTM

ZONE 17

NAD 83/12 CSRS.

FINAL BEARINGS AND DISTANCES WILL BE DETERMINED UPON COMPLETION OF REFERENCE PLAN.

### METRIC

MEASUREMENTS SHOWN ON THIS  
PLAN ARE IN METRES AND MAY  
BE CONVERTED TO FEET BY  
DIVIDING BY 0.3048

PLAN FOR TODD HANLON

CSCI Contract Survey Consultants Inc.  
Brien R. Booth c.s.t. c.s.t.  
Senior Survey Technologist  
1-888-419-8888

1720 Spragues Road, Cambridge N1R 5S5





Application	B22/20
Location	Part Lots 27 Concession 6 TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Todd Hanlon & Roxane Baldwin

**PRELIMINARY PLANNING OPINION:** This application for lot line adjustment would sever a vacant 9.2 ha (22.7 ac) agricultural parcel to be merged with the abutting agricultural parcel (Rodney Kidnie) for continued agricultural use. An approximate 12 ha (29.6 ac) parcel would be retained with an existing dwelling, barn and shed.

This application is consistent with Provincial Policy and generally conforms to the Official Plan. We have no concerns provided that the following matters are addressed as conditions of approval:

The following matters should be addressed as conditions of approval:

- a) That the purchaser take title to the severed lands in the same manner as they hold their abutting lands;
- b) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent; and
- c) That any concerns of the Conservation Authority can be adequately addressed.

**A PLACE TO GROW:**

The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019. All planning decisions are required to conform with the Growth Plan.

Staff have no concerns with the proposed lot line adjustment, as there is no new lot created and no new buildings or structures as a result of the lot line adjustment.

**PROVINCIAL POLICY STATEMENT (PPS):** Under Section 2.3.4.2 lot line adjustments are permitted in prime agricultural areas for legal or technical reasons. We have no Minimum Distance Separation 1 (MDS 1) concerns.

**WELLINGTON COUNTY OFFICIAL PLAN** The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS. The Core Greenlands designation protects the wetlands and the Greenlands designation protects the significant wooded area.

According to section 10.3.5 lot line adjustments may be permitted for legal or technical reasons, such as easements, correction of deeds, quit claims, and minor boundary adjustments in the Prime Agricultural Area. Lot line adjustments may also be permitted where no adverse effect on agriculture will occur where:

- Two abutting farms are merged and an existing farm residence is made surplus to the resulting enlarged farm parcel;
- More viable agricultural operations will result;
- An undersized lot is made useable given the requirement for appropriate sewer and water systems.

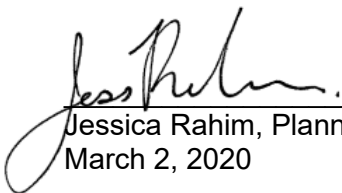
Lot line adjustments are deemed not to create new lots for the purpose of this plan.

The matters under Section 10.1.3 were also considered.

**WELL HEAD PROTECTION AREA:** The subject property is not located within a WHPA.

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Agricultural (A) and Natural Environment (NE) zone. The severed and retained lands comply with the minimum lot area and frontage requirements of the zoning by-law.

**SITE VISIT INFORMATION:** The subject property has not been visited or photographed at this time.

  
\_\_\_\_\_  
Jessica Rahim, Planner  
March 2, 2020



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of March 9<sup>th</sup>, 2020

**From:** Dale Small,  
Economic Development Officer

**Subject:** EDO 2020-005 Community Improvement Program

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Community Improvement Program report EDO 2020-005;

**AND FURTHER THAT** Council approve Façade Improvement Grants:

- \$2,500 to Boggs Financial @ 197A George Street in Arthur
- \$1,872 to the M.F. Chamber of Commerce @ 248 Main Street North in Mount Forest

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

The Wellington North Community Improvement Plan (CIP) enables the Municipality to provide grants to individuals, businesses, organizations, etc. who are making improvements to their buildings all in an effort to support revitalization and redevelopment activities in our community.

Since 2012 ninety-three applicants have submitted applications for funding. The total dollar value of improvements made in our Community is conservatively estimated at \$1.5 million and of this amount 80% has been covered by the applicants with the remaining 20% covered by grants/loans under the CIP or Downtown Revitalization Programs.

This report contains two applications for approval. All applications are eligible as per our Community Improvement Guidelines and all have been reviewed and are recommended for approval by the Community Improvement Program Review Panel (CIPRP).

A brief overview of the applications follows:

1. Application from Shawn McLeod, President of the **Mount Forest & District Chamber of Commerce** located at 248 Main Street North in Mount Forest. The Chamber is in the process of completing some improvements to the inside of the building, including the creation of a Board Room, however the only eligible expenses under the Community Improvement Program relate to the installation of signage and new doors.

2. Application from Tim Boggs President of **Boggs Financial** located at 197A George Street in Arthur. Eligible expenses relate to signage, siding, lighting and other improvements being made to the exterior façade of the building.



### FINANCIAL CONSIDERATIONS

**\$35,000** in CIP funding has been approved in the Economic Development budget with an additional **\$5,000** for Blade Signage available within our Downtown Revitalization Program. Including these applications **\$11,752** in funding will have been approved.

### ATTACHMENTS

N/A

### STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

XX Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

XX Partnerships

☐ Municipal Infrastructure

XX Alignment and Integration

**Prepared By:** Dale Small, Economic Development Officer *Dale Small*

**Recommended By:** Michael Givens, Chief Administrative Officer *Michael Givens*

3/02/20

**Township of Wellington North**  
**VENDOR CHEQUE REGISTER REPORT**  
**Payables Management**

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
75590	Arthur Foodland	2/20/20	\$151.02
75591	Bell Mobility	2/20/20	\$1,770.36
75592	Bereavement Authority of Ontar	2/20/20	\$447.00
75593	Chalmers Fuels Inc	2/20/20	\$587.54
75594	Corporate Express Canada Inc.	2/20/20	\$97.47
75595	Cotton's Auto Care Centre	2/20/20	\$338.83
75596	County of Wellington	2/20/20	\$33.90
75597	Dependable Emergency Vehicles	2/20/20	\$101.14
75598	Receiver General for Canada	2/20/20	\$3,672.50
75599	Grey County Fire Chiefs Associ	2/20/20	\$500.00
75600	John's Towing	2/20/20	\$184.19
75601	Mt Forest Agricultural Society	2/20/20	\$75.00
75602	Minister of Finance	2/20/20	\$130.00
75603	NORTH SHORE DISTRIBUTING	2/20/20	\$404.41
75604	Premier Equipment Ltd.	2/20/20	\$211.20
75605	Reliance Home Comfort	2/20/20	\$77.55
75606	Suncor Energy Inc.	2/20/20	\$3,600.29
75607	Technical Standards & Safety A	2/20/20	\$230.00
75608	Terryberry	2/20/20	\$417.69
75609	Tom Shupe Plumbing & Heating	2/20/20	\$452.00
75610	Township of Centre Wellington	2/20/20	\$3,174.56
75611	Wellington Advertiser	2/20/20	\$340.13
75612	Wellington North Machine	2/20/20	\$262.95
75613	Wightman Telecom Ltd.	2/20/20	\$675.73
75614	Young's Home Hardware Bldg Cen	2/20/20	\$171.08
75615	Arthur Agricultural Society	2/26/20	\$500.00
75616	Arbour Hill Custom Cabinetry	2/26/20	\$3,575.00
75617	Arthur Foodland	2/26/20	\$62.64
75618	Arthurs Fuel	2/26/20	\$869.85
75619	Balaklava Audio	2/26/20	\$12,487.21
75620	Balanced Breath Studio	2/26/20	\$169.50
75621	Chalmers Fuels Inc	2/26/20	\$536.55
75622	CMHA Waterloo Wellington	2/26/20	\$3,188.91
75623	Corporate Express Canada Inc.	2/26/20	\$116.21
75624	Cotton's Auto Care Centre	2/26/20	\$112.94
75625	CP Reit Ontario Properties Ltd	2/26/20	\$3,852.26
75626	DataFix	2/26/20	\$1,751.50
75627		2/26/20	\$281.34
75628	Fundex Investments Inc. In Tru	2/26/20	\$808.68
75629	Go Glass & Accessories	2/26/20	\$827.16
75630		2/26/20	\$116.50

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
75631	Hydro One Networks Inc.	2/26/20	\$1,068.86
75632	Jim's Auto Service	2/26/20	\$452.00
75633	K&L Health Care Consultants In	2/26/20	\$757.72
75634	Kronos Canadian Systems Inc.	2/26/20	\$1,130.01
75635	Louise Marshall Hospital Found	2/26/20	\$1,000.00
75636	Manulife Financial	2/26/20	\$31,266.31
75637	Mount Forest Foodland	2/26/20	\$117.13
75638	Mt Forest & District Chamber o	2/26/20	\$2,404.80
75639		2/26/20	\$400.02
75640	Mississauga Bus Coach & Truck R	2/26/20	\$680.77
75641	Ont Mun Employee Retirement	2/26/20	\$42,085.40
75642	Owen Sound Highway Maintenance	2/26/20	\$20,501.21
75643	Rooney Motors Ltd.	2/26/20	\$5,782.50
75644		2/26/20	\$90.21
75645	Suncor Energy Inc.	2/26/20	\$6,512.68
75646	TD Wealth	2/26/20	\$816.52
75647	Turris Sites Development Corp.	2/26/20	\$63.55
75648	Twp of Wellington North	2/26/20	\$186.45
75649	Enbridge Gas Inc.	2/26/20	\$2,604.23
75650	Waste Management	2/26/20	\$1,367.87
75651	Workplace Safety & Ins Board	2/26/20	\$8,365.00
75652	Young's Home Hardware Bldg Cen	2/26/20	\$338.12
EFT0000219	ADS Fire Service Pro Inc.	2/20/20	\$8,719.08
EFT0000220	ALS Laboratory Group	2/20/20	\$1,162.21
EFT0000221	Arthur Home Hardware Building	2/20/20	\$755.11
EFT0000222	Artic Clear 1993 Inc.	2/20/20	\$60.80
EFT0000223	Barclay Wholesale	2/20/20	\$136.73
EFT0000224	B M Ross and Associates	2/20/20	\$4,380.00
EFT0000225	Canada's Finest Coffee	2/20/20	\$323.88
EFT0000226	CARQUEST Arthur Inc.	2/20/20	\$390.86
EFT0000227	Carson Supply	2/20/20	\$354.93
EFT0000228	CIMA Canada Inc.	2/20/20	\$64,186.14
EFT0000229	Cimco Refrigeration	2/20/20	\$4,265.75
EFT0000230	ClearTech Industries Inc.	2/20/20	\$272.38
EFT0000231	Coffey Plumbing, Div. of KTS P	2/20/20	\$3,337.63
EFT0000232	County of Wellington	2/20/20	\$7,992.19
EFT0000233	Steve Cudney	2/20/20	\$150.00
EFT0000234	Cunningham Swam Lawyers	2/20/20	\$1,465.79
EFT0000235	Dewar Services	2/20/20	\$79.10
EFT0000236	Eric Cox Sanitation	2/20/20	\$432.23
EFT0000237	Frey Communications	2/20/20	\$406.78
EFT0000238	Ideal Supply Inc.	2/20/20	\$45.25
EFT0000239	International Trade Specialist	2/20/20	\$335.02
EFT0000240	Kwik Snaks Ltd	2/20/20	\$1,477.55
EFT0000241	Maple Lane Farm Service Inc.	2/20/20	\$89.88
EFT0000242	Minto Truck Centre	2/20/20	\$178.09



Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000243	North Wellington Co-op Service	2/20/20	\$3.71
EFT0000244	Print One	2/20/20	\$372.90
EFT0000245	Purolator Inc.	2/20/20	\$29.35
EFT0000246		2/20/20	\$192.83
EFT0000247	ROBERTS FARM EQUIPMENT	2/20/20	\$515.42
EFT0000248	Teviotdale Truck Service & Rep	2/20/20	\$592.03
EFT0000249	TSC Stores	2/20/20	\$30.40
EFT0000250	Viking Cives Ltd	2/20/20	\$1,623.85
EFT0000251	Wellington Construction Contra	2/20/20	\$517,998.54
EFT0000252	Arthur Home Hardware Building	2/26/20	\$5.40
EFT0000253	Barclay Wholesale	2/26/20	\$93.23
EFT0000254	B M Ross and Associates	2/26/20	\$10,990.38
EFT0000255	Canada's Finest Coffee	2/26/20	\$16.00
EFT0000256	CARQUEST Arthur Inc.	2/26/20	\$155.64
EFT0000257	Carson Supply	2/26/20	\$2,576.78
EFT0000258	Canadian Union of Public Emplo	2/26/20	\$1,721.27
EFT0000259	Dewar Services	2/26/20	\$596.18
EFT0000260	Eric Cox Sanitation	2/26/20	\$368.16
EFT0000261	Frey Communications	2/26/20	\$6,692.85
EFT0000262	Hach Sales & Service Canada Lt	2/26/20	\$1,335.66
EFT0000263	H Bye Construction Limited	2/26/20	\$3,796.80
EFT0000264	Ideal Supply Inc.	2/26/20	\$485.23
EFT0000265	J J McLellan & Son	2/26/20	\$901.18
EFT0000266	JOB-INC Electric	2/26/20	\$3,769.68
EFT0000267	Lifesaving Society	2/26/20	\$16.75
EFT0000268	Maple Lane Farm Service Inc.	2/26/20	\$21.81
EFT0000269	Marcc Apparel Company	2/26/20	\$31,921.65
EFT0000270	MRC Systems Inc	2/26/20	\$2,508.19
EFT0000271	North Wellington Co-op Service	2/26/20	\$114.95
EFT0000272	Officer's Auto Care Inc.	2/26/20	\$176.22
EFT0000273	Purolator Inc.	2/26/20	\$41.22
EFT0000274	ROBERTS FARM EQUIPMENT	2/26/20	\$349.01
EFT0000275		2/26/20	\$1,689.13
EFT0000276	Toromont Industries Ltd.	2/26/20	\$36,851.82
EFT0000277	TSC Stores	2/26/20	\$88.12
EFT0000278	Viking Cives Ltd	2/26/20	\$77.30
EFT0000279		2/26/20	\$187.40
EFT0000280	Wellington North Power	2/26/20	\$69,073.08
<b>Total Cheques:</b>			<b>\$974,331.65</b>



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council  
Meeting of March 9, 2020

**From:** Adam McNabb, Director of Finance

**Subject:** Report TR2020-04 Being a report on Development and Community Benefits Charges

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report TR 2020-04 being a report on Development and Community Benefits Charges;

**AND FURTHER THAT** Council direct staff to move \$20,000 from the Wellington North Admin DC Reserve Fund, and \$5,440 from the Tax Rate Stabilization Reserve to a capital project to fund the preparation of an updated short-form Development Charge (DC) background study & By-law, and Community Benefit Charge (CBC) implementation strategy & By-law;

**AND FURTHER THAT** the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for the direct purchase of services from DFA Infrastructure International Inc. be waived.

### PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

By-law 059-18 – Development Charge By-law

### BACKGROUND

Bill 108, More Homes More Choice Act, 2019 (Bill 108) makes several changes to the Development Charges Act, 1997, (DCA) and the Planning Act that affect the Township's current DC By-law and the manner in which parkland dedication amounts and density charges may be calculated and collected.

The key changes include:

- Removal of the soft services such as parks, recreation, etc. from the DCA. These services will no longer be eligible under the DCA effective January 1, 2021 at which time the Township will not be able to continue imposing DCs for these services. However, changes

to the Planning Act allows for a Community Benefit Charge (CBC) to be established under a new by-law that may include these services.

- Removal of parkland dedication/ payments in lieu and density bonusing charges currently imposed under Section 37 of the Planning Act. These may also be considered under the new CBC By-law.

Therefore, unless the new CBC By-law is prepared in time to take effect by January 1, 2021, there would be a reduction in revenues related to the soft services, parkland dedication fees and density bonusing charges.

Many of the changes noted in Bill 108 will be further prescribed in regulations. Township staff have been monitoring the information releases and discussions being held by the Ministry of Municipal Affairs and Housing (MMAH) regarding Bill 108. Preliminary consultation on the regulations were held in late 2019, and a second consultation process regarding the proposed regulatory matters pertaining to Community Benefits Authority Under the Planning Act, the Development Charges Act, and the Building Code Act was posted on February 29<sup>th</sup>, with consultation closing on March 30, 2020 (<https://ero.ontario.ca/notice/019-1406>). Draft regulations are expected to be released for public comment within the next few months. At that time more specifics such as the percentage of land value that would be used to set the maximum charge that municipalities may impose under the CBC By-law should become available. However, some of the changes have already taken effect on January 1, 2020. These include:

- Exemption of secondary dwelling units from Development Charges
- Freezing of the DC applicable to a development. Once the DC charge is determined for a development, the amount is set and does not change when a new DC by-law come into effect.
- The DC amounts may now be paid at the earlier of the issuance of the building permit or first day of occupancy in annual installments depending on the type of development:
  - 5 annual installments for rental housing and institutional development
  - 20 annual installments for non-profits rental housing

The Municipality may charge interest to cover the cost of the deferred payments. Although a maximum allowable interest rate may be prescribed by regulation, the MMAH has indicated that the interest rate will be at the discretion of the municipalities.

Given the lead time required for stakeholder input regarding changes to the DC By-law and time required to develop the CBC Strategy and By-law, starting the process as soon as possible will allow sufficient time to ensure that the Township is poised to be compliant, and has been afforded ample time to ensure a thorough and thoughtful review of the contributory components has been completed.

<b>FINANCIAL CONSIDERATIONS</b>
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The proposal completed by DFA Infrastructure International Inc. suggests an engagement cost of \$25,000 plus applicable taxes (to be funded through DC reserve funds, and tax stabilization reserve), plus any additional fees associated with legal and professional land appraisal costs to be absorbed by the 2020 operating budget.

<b>ATTACHMENTS</b>
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DFA Infrastructure International Inc. Proposal for Development Charges (DC) By-law changes and Preparing a Community Benefit Charge (CBC) Strategy and By-law

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☒ Municipal Infrastructure

☐ Alignment and Integration

<b>Prepared By:</b>	Adam McNabb, Director of Finance		
			<i>Adam McNabb</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer		<i>Michael Givens</i>



## DFA Infrastructure International Inc.

33 Raymond Street St. Catharines Ontario Canada L2R 2T3

Telephone: (905) 938-0965 Fax: (905) 937-6568

February 18, 2020

Adam Mc Nabb  
 Director of Finance & Treasury  
 Township of Wellington North  
 7490 Sideroad 7 W, PO Box 125,  
 Kenilworth, Ontario, N0G 2E0

Dear Adam:

**Re: Proposal for Development Charges (DC) By-law Changes and Preparing a  
 Community Benefit Charge (CBC) Strategy and By-law**

We are pleased to submit this proposal to undertake the above captioned items in light of the changes that came into effect as a result of Bill 108, More Homes More Choice Act enacted by the Province on June 6, 2019. DFA Infrastructure International Inc. (DFA) is familiar with the Township of Wellington-North's (Township) DC By-law having prepared the DC Background Study and By-law for the Township in 2019. *2018*

### 1 Background

Bill 108, More Homes More Choice Act, 2019 (Bill 108) makes several changes to the Development Charges Act, 1997, (DCA) and the Planning Act that affect the Township's current DC By-law and the manner in which parkland dedication amounts and density charges may be calculated and collected. The key changes include:

- Removal of the soft services such as library, parks, recreation, etc. from the DCA. These services will no longer be eligible under the DCA effective January 1, 2021 at which time the Township will not be able to continue imposing DCs for these services. However changes to the Planning Act allows for a Community Benefit Charge (CBC) to be established under a new by-law that may include these services.
- Removal of parkland dedication/ payments in lieu and density bonusing charges currently imposed under Section 37 of the Planning Act. These may also be considered under the new CBC By-law.

Therefore unless the new CBC By-law is prepared in time to take effect by January 1, 2021, there would be a reduction in revenues related to the soft services, parkland dedication fees and density bonusing charges.



Many of the changes noted Bill 108 will be further prescribed in regulations. We have been liaising and will continue to liaise with the Manager of Policy, Ministry of Municipal Affairs and Housing (MMAH) regarding Bill 108. Preliminary consultation on the regulations was held in late 2019. The draft regulations are expected to be released for public comment within the next few months. At that time more specifics such as the percentage of land value that would be used to set the maximum charge that municipalities may impose under the CBC By-law should become available. However some of the changes have already taken effect on January 1, 2020. These include:

- Exemption of secondary dwelling units from Development Charges
- Freezing of the DC applicable to a development. Once the DC charge is determined for a particular development, the amount is set and does not change when a new DC by-law come into effect.
- The DC amounts may now be paid at the earlier of the issuance of the building permit or first day of occupancy in annual installments depending on the type of development:
  - ✓ 5 annual installments for rental housing and institutional development
  - ✓ 20 annual installments for non-profits rental housing

The Municipality may charge interest to cover the cost of the deferred payments. Although a maximum allowable interest rate may be prescribed by regulation, the MMAH has indicated to us that the interest rate will be at the discretion of the municipalities.

Given the lead time required for stakeholder input regarding changes to the DC By-law and time required to develop the CBC Strategy and By-law, starting the process as soon as possible will allow sufficient time to ensure that all the by-laws in place later this year to take effect on Jan 1, 2021.

## 2 Work Plan

Our work plan consists of two (2) parts and targets approval of the new by-laws by November 2020. It is flexible to accommodate changes as the regulations become available. As noted we will continue to liaise with the MMAH during the process.

- Making the necessary changes to the existing DC By-law; and
- Preparing the CBC Strategy and By-law

The activities may change when the regulations become available. However the key tasks include the following at this time:

- Making the changes to the DC By-law to reflect the new requirements including:
  - ✓ Removing the soft services
  - ✓ Reviewing DC By-law policies, exemptions, definitions, etc.
  - ✓ Reviewing the cash flows to account for the new timing of DC collections (annual installments), assessing if recalculating the rates is necessary
  - ✓ Establishing a mechanism for setting the interest rate to be charged for annual installment plans.
  - ✓ Preparing a "short form" background study
  - ✓ Preparing a new DC By-law to take effect on the same date as the new CBC By-law.
- Preparing a CBC Strategy that will include, but not necessarily be limited to:
  - ✓ Establishing the methodology to be used. This would generally be similar to that for preparing the development charges including:



- establishing the planning period
  - establishing the list of services and service levels
  - developing growth forecasts (residential and non-residential)
  - projecting the capital costs to be considered,
  - considering benefit to existing customers and allocation of costs to residential and non-residential development
  - cash flow analysis
  - development of policies
  - stakeholder consultation
  - ✓ Assessing the new opportunities for costs that could now be included in the CBC and optimizing revenues.
  - ✓ Establishing an appropriate structure for the charge
  - ✓ Dealing with the existing DC reserves for the soft services and how they might be utilized under the new CBC By-law
  - ✓ A methodology for establishing land values which would be the basis for setting the CBC and the upset limit that may be charged. This may require the services of professional land appraisers.
  - ✓ Council education on the changes
  - ✓ Developing a CBC by-law for approval before Jan 1 2021.
  - ✓ A mechanism for stakeholder input
  - ✓ Maintaining flexibility to meet the requirements of the new regulations once they become known.
- Developing a draft CBC By-law establishing the charge under the Planning Act effective Jan 1, 2021 (at the latest) to:
    - ✓ Capture the soft services currently within the DC by-law
    - ✓ Identify the mechanism to assess land values which would be used set the upset limit for CBC
    - ✓ Capture parkland dedication fees and density bonusing charges given that these will be removed from the Planning Act as of January 1, 2021.
    - ✓ Identify the applicable CBC , rules and policies that may apply
    - ✓ Presentation to Council

We recommend that the Township's legal team review the draft version and finalize the by-law given that it would be the Township's first CBC By-law.

### 3 Project Team

Our proposed team includes Derek Ali and John Murphy both of whom were involved with preparing the Township's 2018 DC Background Study and By-law.

**Mr. Derek Ali, MBA, P.Eng. - President DFA**

**Role: Project Manager**

Derek is a Professional Engineer and a Master of Business Administration (MBA). He has over 33 years of professional experience in Canada and overseas with a strong track record in the key areas required for this project, including public works services, capital planning, program financing, rate setting, operations, engineering, policy development and facilitation. Between 1988 and 2003, he held senior positions in the public sector including Assistant Superintendent of Public Works, GNWT, Inuvik and subsequently Associate Director of Water & Wastewater, Niagara Region, ON. Since 2003, as the President of DFA, he has provided a full range of professional management services to our clients.

Relevant services include development charge studies, water and wastewater and stormwater rate studies, O.Reg. 453/07 water & wastewater financial plans, asset management plans, water supply agreements, capital planning, operational reviews, organizational restructuring, change management and public consultation. He is very experienced in both the technical and financial aspects of municipal services delivery, workshop facilitation, public outreach, working with municipal Councils, issue identification and resolution, development of decision-making information and delivering presentations to a variety of audiences. He has also provided expert testimony before the Manitoba Public Utilities Board. Derek has a detailed understanding of development charges and related issues. He will lead the work on all tasks. Derek will also be available to provide expert witness testimony for the Local Planning Appeal Tribunal (LPAT) if a hearing is required.

**John Murphy, CPA, CMA, AMCT - Municipal Finance Specialist, DFA**

**Role: DC Rate Calculations & Analysis**

John holds a Bachelor of Business Economics Degree from Brock University and is a Chartered Professional Accountant and an Accredited Municipal Clerk Treasurer. John has a strong background in and exceptional knowledge of all aspects of municipal finance which he will bring to this assignment. He has over 24 years of municipal finance experience at upper tier, single tier and lower tier municipalities in Ontario. These include Niagara Region, City of Toronto and City of Mississauga. John brings extensive experience in development charges including policy development, municipal financial policy development and administration, financial analysis & reporting, long-term financial planning, budgeting, municipal tax levy calculations, infrastructure financing, water, wastewater and stormwater rate setting, stakeholder facilitation, asset management planning and senior management liaison. He has a comprehensive understanding of the requirements of the Development Charge Act 1997 and O.Reg.82/98 and has prepared many DC studies. He has also prepared and presented our studies and recommendations to municipal councils. John will work in tandem with Derek on all aspects of the studies. He will undertake all DC & CBC charge calculations and impact analyses and provide expert advice on the financial implications of policies.

## 4 Proposed Fee

Our fee to undertake the work is estimated to be \$25,000 plus HST. Additional fees may apply for legal and professional land appraisal costs if necessary and significant changes to your work plan that may arise when the new regulations become available. We would suggest that the legal and appraisal services and fees be through the Township's usual service providers. However we would arrange these at cost if required.

We intend to work closely with staff to prepare the updated DC By-law and new CBC By-Law to address Bill 108 and meet the unique needs of the Township. We are fully committed to successfully completing the work and you have our assurance that this project will be given our full attention. We look forward to the opportunity to continue to work with you and your team on this assignment. Please do not hesitate to call if you have any questions.

Respectfully Submitted by,

**DFA Infrastructure International Inc.**



Derek Ali, MBA, P.Eng.  
President





## Staff Report

**To:** Mayor and Members of Council Meeting of March 9, 2020

**From:** Matthew Aston, Director of Operations

**Subject:** OPS 2020-012 being a report on the Township's sewage allocation policy

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-012 being a report on the Township's sewage allocation policy;

**AND FURTHER THAT** Council direct staff to bring an authorizing by-law for the revised sewage allocation policy, presented as Schedule A, to a future meeting of Council;

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign the by-law for the sewage allocation policy at a future meeting of Council.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2019-008 being a report on the review of the draft sewage allocation policy

By-law 119-19 being a by-law to adopt a sewage allocation policy for the Township of Wellington North and repeal by-laws 27-1992 (Arthur Township) and 89-2005 and 90-2005

### BACKGROUND

The Council of Wellington North reviewed and considered a draft sewage allocation policy in August 2019 in anticipation of the completion of phase one of Arthur Wastewater Treatment Plant (Arthur WWTP) upgrade, which will establish an additional 395 units of sewage allocation for the former village of Arthur. After review, a bylaw authorizing a new sewage allocation policy was placed in force by Council in December 2019.

As pending pressures from interested developer's in Arthur mount, with the competition of the Arthur WWTP project becoming near, Township staff wanted to propose revisions to the sewage allocation policy and reaffirm Council's resolve for the August 2019 policy.

A summary of the changes proposed to the sewage allocation policy attached to this report is detailed below:

- Sewage allocation applications will only be considered once developer's have achieved approval of draft plan approval or site plan agreement or development agreement or subdivision agreement or similar approval;

- When the Township achieves the additional 395 units of sewage allocation, existing development applications will receive committed sewage allocations, to be used within thirty-six months of award;
- Industrial, commercial and institutional development (ICI) will not require sewage allocation units unless the Township determines it is a “wet” business, which will require sewage allocation consideration (car wash, food processor, thread manufacturer, etc.); and
- Policy gives consideration to the applicant’s stage of Ministry of Environment Approvals, which can be a long-lead approval.

Staff acknowledge that sewage allocation is an important part of the development process which needs to be balanced with Council’s vision of development.

### FINANCIAL CONSIDERATIONS

As per the approved budget (\$8,530,000) for phase one of the Arthur WWTP project (395 units), sewage allocation units are worth approximately \$21,500 per unit.

### ATTACHMENTS

Schedule A – Draft Sewage Allocation Policy dated March 9, 2020.

### STRATEGIC PLAN 2019 – 2022

Do the report’s recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☒ Partnerships

☒ Municipal Infrastructure

☐ Alignment and Integration

**Prepared By:** Matthew Aston, Director of Operations

**Recommended By:** Michael Givens, Chief Administrative Officer *Michael Givens*



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Kenilworth, ON N0G 2E0

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519.848.3620  
1.866.848.3620 FAX 519.848.3228

077

Plan to  
Simply Explore.  
[www.simplyexplore.ca](http://www.simplyexplore.ca)

## SEWAGE ALLOCATION POLICY

<b>DEPARTMENT</b>	Operations	<b>POLICY NUMBER</b>	012-19
<b>EFFECTIVE DATE</b>	2020-03-09	<b>LEGISLATIVE AUTHORITY</b>	Municipal Act, 2001
<b>APPROVED BY:</b>	BY-LAW OR RESOLUTION OR DEPARTMENT HEAD		

### PURPOSE

Sewage allocation is an important, necessary, component of the development process in that it allows the Township to control and authorize connections to its sanitary collection systems, which convey sewage to its wastewater treatment facilities. The raw sewage input into wastewater treatment facilities heavily regulated by the Ministry of the Environment. The discharge from wastewater treatment facilities is returned to the environment, minimizing our footprint on nature, and ensuring sustainability.

As the Township's ability to treat wastewater is finite and valuable, it is important that Township Council and staff have an equitable, fair and transparent process to award sewage allocations, giving appropriate consideration to many important factors.

### PREDECESSOR BY-LAWS

The Corporation of the Village of Arthur by-law number 27/92, a by-law to establish sewer allocation priorities in the Village of Arthur.

The Corporation of the Township of Wellington North by-law number 89-05, being a by-law to amend the Corporation of the Village of Arthur by-law number 27/92 which is a by-law to establish sewer allocation priorities in the geographic area of the former village of Arthur (Arthur).

The Corporation of the Township of Wellington North by-law number 90-05, being a by-law regulating the allocation of available sewage treatment capacity to allow development in the geographic area of the former Town of Mount Forest (Mount Forest).



The Corporation of the Township of Wellington North by-law number 119-19, being a by-law to adopt a sewage allocation policy for the Township of Wellington North and to repeal by-laws 27-1992 (Arthur Township) and 89-2005 and 90-2005.

## DEFINITIONS

“Infill lot” means a development or building, which will connect to existing municipal road, water, storm and sanitary infrastructure therefore making better use of this infrastructure. Furthermore an “infill lot” can be an existing lot or lot created by severance.

“Sewage allocation” means sanitary sewer allotment for the purpose of this policy, typically specified as a “per unit” allotment.

## SCOPE

Any development which meets all the following criteria shall require the allocation of sewage units pursuant to this policy:

- a. The development is proposed to be located within the serviced areas of the Township, as defined by the County Official Plan;
- b. The development is required or proposed to be serviced by means of connection to the Township’s sanitary collection systems;
- c. The development requires approval(s) under the Planning Act or Condominium Act other than a minor variance and/or removal of a Holding provision; and
- d. The development requires more than three single detached equivalents (SDE) of capacity, as determined by the Township at their sole discretion.

## PROCEDURE

1. Annual calculations will be undertaken by the Township in accordance with the Ministry of Environment Procedure: D-5-1: Calculating and Reporting Uncommitted Reserve Capacity at Sewage and Water Treatment Plants to determine the amount of sewage capacity available for each wastewater treatment facility and will be reported to Township Council. This calculation will determine if there remains any uncommitted sewage allocation for each wastewater treatment facility. Township Council reserves the right to retain any sewage allocations it deems necessary.
2. Requests for sewage allocation units will only be considered by Council once the development has achieved draft plan approval or site plan agreement or subdivision

agreement or development agreement or similar approvals.

3. A proponent shall file a request, in writing, with the Township Clerk, for consideration by Council as set-out in the application attached Schedule A. The guideline is that applications should be submitted approximately one year prior to construction.
4. Each request will be evaluated by staff against the criteria outlined in this policy, the details of which will be presented to Council in the form of a staff report.
5. Council will consider all requests received in a given year at a meeting in April each year evaluating each project's merit in light of the sewage allocation available.
6. Council will grant up to 15% of the uncommitted sewage allocations per year and the Building Department will be granted 20 units of the uncommitted sewage allocations, per system, per year for infill lots. Depending on infill lot activity the Building Department could request additional allocations from Council by staff report.

On achieving substantial completion of Phase 1 upgrade to the Arthur Wastewater Treatment Plant (WWTP), at the sole discretion of Township Council, the following sewage allocation units will be committed:

CURRENT DEVELOPMENT - ARTHUR						
DEVELOPMENT	LOCATION	SINGLES	SEMIS	TOWNS	APARTMENTS	TOTAL
Eastridge Landing PH 3	Schmidt St	37	38	28	0	103
Forest View Estates	Domville St	10	8	8	24	50
Seawaves Homes	Gordon St	0	0	37	0	37
<b>TOTAL</b>		<b>47</b>	<b>46</b>	<b>73</b>	<b>24</b>	<b>190</b>

In the absence of the owners/developers of the above mentioned projects obtaining building permits within three years of substantial completion of the Arthur WWTP, their committed sewage allocations will become uncommitted and subject to the allocation method described in this policy.

7. Following Council's approval, the proponent(s) must execute a sewage allocation agreement with the Township within four months of Council's resolution date.
8. Following the execution of the sewage allocation agreement the project or project phase will be deemed to have received a "provisional" sewage allocation.
9. Subject to the terms of the sewage allocation agreement, sewage units of proponents who do not meet the terms of the agreement will be returned to the general pool of available uncommitted sewage allocations.
10. Each sewage allocation agreement shall be drafted on a case by case basis to the satisfaction of the Township Engineer, Township Solicitor, staff and Council. Subject to any special considerations, a sewage allocation agreement shall deal with the following

matters, at a minimum:

- a. The number of sewage allocations provisionally allocated to the proposed development;
- b. The period of time for which capacity has been provisionally allocated;
- c. Provisions for the expiry of provisional allocation of capacity;
- d. Provisions for the extension of provisional allocation of capacity;
- e. Any payments or works required by the Township in respect of the provisional allocation of capacity; and
- f. Any other matters, conditions or limitations that staff, Council or the Town's professional advisors deem necessary.

11. Subject to the provisions of any sewage allocation agreement, the transfer of capacity shall not be permitted without the written consent of the Township. This restriction shall apply equally to capacity that has been provisionally allocated as to capacity that has been allocated finally.

12. Land zoned Industrial, Commercial or Institutional (ICI) do not require sewage allocations in order to obtain a building permit unless the development is considered "wet" by the Township. In cases where "wet" ICI development is proposed the proponent's Engineer must provide an analysis of expected sewage flows to the satisfaction of the Township for the purpose of assessing the amount of needed sewage allocation. Furthermore, "wet" ICI development will only be permitted if the appropriate amount of sewage allocation is available for commitment.

## PRIORITY CONSIDERATIONS

Staff will use the following to evaluate each application towards providing a score for Council's consideration. That said, final allocation remains at Township Council's sole discretion.

Consideration	Available Points
Built Boundary (Arthur or Mount Forest) No Yes	0 2
Central Intensification Corridor No Yes	0 2
Ministry of Environmental Approvals (Environmental Compliance Approval) No Yes	0 5
Capital Contribution by Developer No Yes	0 5
Existing Sanitary Infrastructure Connects to Existing Sanitary Main Minor Extension (<25m) to Existing Sanitary Main Major Extension (>25m) to Existing Sanitary Main	10 5 3
Purpose Built Rental Housing No Yes	0 5
Community Growth Plan (CGP) Non-Consistent Consistent with Some of CGP Consistent with Multiple Aspects of CGP	0 3 5
Unit Density - Project Meets Official Plan Density Targets No Yes	0 3

Consistent with Municipal Servicing Standards and Servicing Master Plan	
No	0
Yes	2
Construction Starts in Next 18-Months	
Unlikely	0
Somewhat Likely	5
Very Likely	10

## SCHEDULE A

**APPLICATION FOR SEWAGE ALLOCATION**

DATE			
APPLICANT			
ADDRESS			
PHONE		EMAIL ADDRESS	

DEVELOPER			
ADDRESS			
HOME PHONE		EMAIL ADDRESS	

PROJECT NAME			
ROLL #			
STREET			
LEGAL DESCRIPTION			
# OF ALLOCATIONS			
PROJECT DESCRIPTION			

Applications will only be processed by staff if the applicant can answer "YES" to the following statement.

Project has a draft plan of subdivision, site plan agreement, development agreement, subdivision agreement or similar approvals.

☐ YES

☐ NO

Furthermore I / we wish Township Council to consider the following when evaluating this application:

☐ Project is located within the built boundary of Arthur or Mount Forest as described within the Township's Development Charges By-Law.

☐ Project is located within the central intensification corridor of Arthur or Mount Forest as described within the Township's Development Charges By-Law.

☐ Project has a Ministry of Environment Approvals (Environmental Compliance Certificate).



- ☐ Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).
- ☐ Project will utilize existing sanitary infrastructure.
- ☐ Project meets the unit density required by current planning policy.
- ☐ Project includes the building of purpose built rental.
- ☐ Project includes provisions that are consistent with the Township's Community Growth Plan:
- ☐ Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).
- ☐ Project will see construction commence within the next calendar year.

Proponent agrees that sewage allocations will be issued by Township Council, at their sole discretion, consistent with the process established by Policy 012-19. Furthermore, Township of Wellington North acknowledges that no policy can be completely exhaustive in dealing with all the factors regarding the servicing of any particular lot. In the event that there are factors that are not allowed for in this policy, as enunciated, application may be made to Council for consideration.

*Personal information collected by the Township of Wellington North under the authority of the Municipal Act is for the purpose of administrating the Township's sewage allocation distribution. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 4227*

SIGNATURE:

DATED:

PRINT NAME:



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of March 9, 2020

**From:** Dale Clark, Manager, Transportation Services

**Subject:** OPS 2020-013 being a report on the purchase of a new loader

### RECOMMENDATION

**THAT** Report PW 2020-013 being a report on the 2020 procurement of a loader be received;

**AND FURTHER THAT** the Township of Wellington North award the supply of the 2020 loader to Brandt Tractor at a net cost of \$259,488.00 and the allocated funds from the 2020 capital budget be used to purchase.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

### BACKGROUND

The 2020 loader purchase is needed to replace an aged loader within the fleet. The loader is used throughout the year for loading of aggregate material in the gravel pits, placement and removal of sand in the sand sheds for winter operations, leaf pickup in the fall in the urban areas, and snow removal in the winter months.

The existing loader #37 is a 1998 John Deere 544H with 6,987 hours of operation which will be sold at auction.

The new loader will ensure road operation service levels are maintained while reducing the annual operating costs associated with repairs and maintenance of existing equipment.

Purchase price of new loader also includes loadrite payload scale system and snow blade.

Township staff have worked with Brandt Tractor to meet the specifications set out by the roads team. Staff recommend proceeding with the purchase of the loader from Brandt Tractor as it provides the best financial benefit to the Township.

### FINANCIAL CONSIDERATIONS

Purchase price has been established using the Sourcewell factory applied discount program.

John Deere source well contract number is 032515-JDC.

The loader purchase was allocated at \$260,000 within the approved 2020 capital budget.

The following purchase price was received: \$255,000.00 plus HST

The Township expects to generate approximately \$25,000.00 from the sale of the existing loader on or around the time of delivery of the new loader.

<b>ATTACHMENTS</b>
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NA

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☒ Municipal Infrastructure

☐ Partnerships

☐ Alignment and Integration

<b>Prepared By:</b>	Dale Clark, Manager, Transportation Services
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<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 011-20 PROVISIONAL DRAIN BYLAW

**BEING** a Provisional Drain By-law to provide for the construction of Murphy Drainage Works.

**WHEREAS** the Township of Wellington North is required to undertake such repairs in accordance with Section 4 of *The Drainage Act*, R.S.O. 1990.

**AND WHEREAS** the work to be done involves the incorporation of 601 metres of closed drain.

**AND WHEREAS** the estimated cost of such repairs is: \$58,467.00.

**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, SECOND TIME THIS 27th DAY OF JANUARY, 2020.**

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

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

**READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

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

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



December 19, 2019

**SCHEDULE C - SCHEDULE FOR ACTUAL COST BYLAW  
MURPHY DRAIN  
TOWNSHIP OF WELLINGTON NORTH  
TOWN OF MINTO**

Page 16  
File No. 19-067

Con	Lot	Roll No.	Owner	Gross Total	1/3 Grant	Allow- ances	Net Assess.
<b><u>Township of Wellington North (Arthur Twp) (23-49-000-)</u></b>							
F	12	PT 1	009-09900 J. & B. Murphy	34,426	11,475	29,192	(6,241)
			Special Assessment to Enbridge (Union) Gas	798	0	0	798
			Total Assessments on Lands:	35,224	11,475	29,192	(5,443)
			Wellington Road 6 - County of Wellington	712	0	0	712
			Special Assessment to Wellington Road 6	11,223	0	0	11,223
			Total Assessments on Roads:	11,935	0	0	11,935
			<b>TOTAL TWP OF WELLINGTON NORTH:</b>	<b>47,159</b>	<b>11,475</b>	<b>29,192</b>	<b>6,492</b>
<b><u>Town of Minto (Minto Twp) (23-41-000-)</u></b>							
F	A	1	003-00100 W. Andrews	11,308	3,769	7,600	(61)
			<b>TOTAL TOWN OF MINTO:</b>	<b>11,308</b>	<b>3,769</b>	<b>7,600</b>	<b>(61)</b>
			<b>TOTAL ASSESSMENTS MURPHY DRAIN:</b>	<b>58,467</b>	<b>15,244</b>	<b>36,792</b>	<b>6,431</b>

## Notes:

1. "F" denotes lands with current Farm Property Tax Class designation that may qualify for grant.
2. Roll numbers are per the Municipality's last revise assessment roll. Names are included for convenience.
3. Amount(s) enclosed in brackets ( ) would be paid to the respective owner(s).
4. Net assessment is levied to the owner at the time of actual cost levy.
5. Grant eligibility subject to Farm Property Tax Class at time of actual cost levy.

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

**BY-LAW NUMBER 029-20**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY  
THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF MUNICIPAL AFFAIRS AND HOUSING AND THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.  
(Municipal Modernization Fund)**

**WHEREAS** it is deemed necessary to enter into an agreement with Her Majesty the Queen as represented by the Minister of Municipal Affairs and Housing with respect to the Municipal Modernization Fund

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen as represented by the Minister of Municipal Affairs and Housing with respect to the Municipal Modernization Fund in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 9TH DAY OF MARCH, 2020.**

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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE CLERK**

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**The Agreement** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### **B E T W E E N**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
(the "Province")**

**- and -**

**The Corporation of the Township of Wellington North  
(the "Recipient")**

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Summary  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and



- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs  
and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

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### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

#### A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

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

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.



**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take



one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**



**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$141,000.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

## SCHEDULE "C" PROJECT SUMMARY

<b>Objectives</b>
<p>The objective of the Project is to jointly review the information technology (IT) environments of the Recipient, the Township of Centre Wellington, the Township of Guelph/Eramosa, the Township of Mapleton, the Town of Minto, the Township of Puslinch and the County of Wellington ("the Municipalities") the internally and externally managed service provider(s) responsible for project managing and service provision to determine whether any efficiencies of scale could be achieved by the Municipalities utilizing broader shared IT resources.</p>
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to conduct a joint service delivery and modernization review of the Municipalities' IT operations.</p> <p>Areas of the review will include the following:</p> <ul style="list-style-type: none"> <li>• Review of existing managed service agreements with third parties to determine if co-termination opportunities exist, identify exit strategies, and resource requirements for consolidation;</li> <li>• Review of existing software licensing agreements to see if licensing efficiency opportunities exist through increased buying power;</li> <li>• Network overview with an aim to increase network stability, and provide long term growth and capability enhancement, via a simplification project consisting of robust documentation, evaluation and implementation of cloud services, business continuity procedures and a secure cyber environment;</li> <li>• Review potential to leverage cloud computing to enhance business continuity, enable remote workforce, and creation of a general (common use) documentation repository;</li> <li>• Identify potential for a common Customer Relationship Management system that integrates with work order management and asset management solutions.</li> </ul> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.</p> <p>The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.</p> <p>The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.</p>

The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

**Background**

The goal of the Project is for the Municipalities to deliver enhanced service at a reduced cost while simultaneously building intellectual capital.



**SCHEDULE "D"**  
**BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$141,000.00

**SCHEDULE "E"**  
**PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> <li>• Execution of the Agreement</li> </ul>	<p>Initial payment of \$105,750.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> <li>• Submission of Interim Progress Report to the Province</li> <li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li> <li>• Submission of Independent Third-Party Reviewer's Report to the Province</li> <li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li> <li>• Submission of Final Report to the Province</li> </ul>	<p>Final payment of up to \$35,250.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

## SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

### **Report Details**

#### **1. Interim Progress Report**

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

#### **2. Final Report**

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

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

**BY-LAW NUMBER 030-20**

**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  
MARCH 9, 2020**

**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 March 9, 2020 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 9TH DAY OF MARCH, 2020.**

\_\_\_\_\_  
**DAN YAKE, ACTING MAYOR**

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