

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – FEBRUARY 22, 2021 AT 7:00 P.M.  
CLOSED SESSION TO FOLLOW OPEN SESSION  
VIA WEB CONFERENCING**

**HOW TO JOIN**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83588606297>

Or join by phone:

Canada: +1 855 703 8985 (Toll Free)

Webinar ID: 835 8860 6297

International numbers available: <https://us02web.zoom.us/j/83588606297>

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

*THAT the Agenda for the February 22, 2021 Regular Meeting of Council be accepted and passed.*

**DISCLOSURE OF PECUNIARY INTEREST**

**COUNTY COUNCIL UPDATE**

Campbell Cork, County of Wellington Councillor, Ward 3

**PRESENTATIONS**

- |                                  |     |
|----------------------------------|-----|
| 1. Wellington North Fire Service | 001 |
| • 2020 Annual Report             |     |

**RECESS TO MOVE INTO PUBLIC MEETING**

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North recess the February 22, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:*

- *Harvey and Kathryn Martin, Zoning By-law Amendment*

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North resume the February 22, 2021 Regular Meeting of Council at : .*

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

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, February 8, 2021 | 020 |
|---|-----|

Recommendation:

*THAT the minutes of the Regular Meeting of Council held on February 8, 2021 be adopted as circulated.*

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Arthur Business Improvement Association, February 3, 2021 028

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association meeting held on February 3, 2021.*

- b. Mount Forest Business Improvement Association, February 9, 2021 030

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association meeting held on February 9, 2021.*

- c. Arthur Chamber of Commerce, February 10, 2021 033

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce meeting held on February 10, 2021.*

2. PLANNING

- a. Report DC 2021-002, 2738330 Ontario Inc., Site Plan Agreement, 399 Main Street North, Mount Forest 035

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-002 being a report on 2738330 Ontario Inc., Site Plan Agreement – 399 Main Street North, Mount Forest;*

*AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with 2738330 Ontario Inc.*

- b. Report DC 2021-003, 2574574 ONTARIO INC., Site Plan Agreement, 391 Main Street North, Mount Forest 038

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-003 being a report on 2574574 Ontario Inc., Site Plan Agreement – 391 Main Street North, Mount Forest;*

*AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with 2574574 Ontario Inc.*

- c. Report DC 2021-004, O K Construction Inc., Site Plan Agreement, 219 Industrial Drive, Mount Forest 041

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-004 being a report on O K Construction Inc., Site Plan Agreement – 219 Industrial Drive, Mount Forest;*

*AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with O K Construction Inc.*

3. BUILDING

- a. Report CBO 2021-02 Building Permit Review Period Ending January 31<sup>st</sup>, 2021 044

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-02 being the Building Permit Review for the period ending January 31<sup>st</sup>, 2021.*

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2021-006 Media Release Economic Developers Council of Ontario Announces EDCO Insider Apps for Ontario Communities 046

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-006 Media Release "Economic Developers Council of Ontario Announces EDCO Insider Apps for Ontario Communities."*

- b. Report EDO 2021-007 EH!tel Networks & Universal Broadband Fund 048

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-007 being a report on the Universal Broadband Fund,*

*AND FURTHER THAT Council support EH!tel Networks application to the Universal Broadband Fund in an effort to bring fibre-optic internet service to Conn, Damascus, Riverstown as well as most of the rural community around these areas,*

*AND FURTHER THAT Council authorizes the Mayor and C.A.O. to sign and provide a Letter of Support to EH!tel Networks to accompany their funding application.*

5. FINANCE

- a. Cheque Distribution Report, February 17, 2021 052

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated February 17, 2021.*

- b. Report TR2021-003 Being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Template Review 054

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2021-003 being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Review.*

- c. Report TR2021-004 Being a report on 2020 Council Remuneration 069

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2021-004 being a report on 2020 Council Remuneration.*

- d. TR2021-005 DC Study Contract Award 072

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-005 being a report on the contract award for an update to the Township's Development Charges background study and By-Law;*

*AND FURTHER THAT Council award the contract for an update to the Township's Development Charges background study at a cost of \$22,625 plus applicable taxes to DFA Infrastructure International Inc.*

6. FIRE

- a. Report DFC 2021-002, Arthur Fire Hall Electronic Sign 075

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2021-002 being a report on the purchase of a new sign for the Arthur Fire Hall;*

*AND FURTHER THAT Council award the supply of the new digital sign to Raynbow Signs at a cost of \$32,435 plus applicable taxes;*

*AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.*

7. OPERATIONS

- a. Report OPS 2021-009 being a report for compressor computer upgrades for the Mount Forest and District Sports Complex refrigeration plant 077

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-009 being a report to complete the compressor computer upgrades for the Mount Forest and District Sports Complex refrigeration plant;*

*AND FURTHER THAT Council award the supply of the system to CIMCO at a cost of \$45,000.00 plus applicable taxes; and*

*AND FURTHER THAT Council authorize staff to execute any agreements required to implement this project.*

- b. Report OPS 2021-011 being a report on the opening of a portion of Sideroad 15 (Former Township of West Luther) 085

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-011 being a report on the opening and dedicating as a public highway of a portion of Sideroad 15 (Former Township of West Luther); and*

*AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law opening and dedicating as a public highway a portion of Sideroad 15 in the former Township of West Luther.*

8. ADMINISTRATION

- a. Report CLK 2021-006 Naming a Street in Forest View Estates Subdivision 088

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK2021-006 being a report on naming a street in Forest View Estates Subdivision in the Township of Wellington North;*

*AND FURTHER THAT Council approves of the street name "Colwill Court".*

9. COUNCIL

- a. County of Wellington, Notice of Commencement – Road Master Action Plan 094

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington, Notice of Commencement – Road Master Action Plan.*

- b. Township of Perth South correspondence, dated February 2, 2021, to Honourable Jeff Yurek, Minister of Environment, Conservation and Parks regarding Ontario announces working group to better focus Conservation Authorities 095

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Township of Perth South correspondence, dated February 2, 2021, to Honourable Jeff Yurek, Minister of Environment, Conservation and Parks regarding Ontario announces working group to better focus Conservation Authorities.*

**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 February 22, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

**CONSIDERATION OF ITEMS 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
- Recreation, Parks and Leisure Committee
- Wellington North Power
- Mount Forest Homecoming Committee (inactive)

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee
- Lynes Blacksmith Shop 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 Business Improvement Area
- Arthur BMX/Skateboard Park Advisory Committee
- EarlyON Child and Family Services Committee

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Arthur BMX/Skateboard Park Advisory Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Arthur Trail Committee

Mayor Lennox:

- Committee of Adjustment
- Wellington North Power  
Ex Officio on all committees

**BY-LAWS**

- |  |     |
|--|-----|
| a. By-law Number 015-21 being a by-law to amend By-law 103-20 being a by-law to establish fees and charges for various services provided by the municipality within the Township of Wellington North | 099 |
| b. By-law Number 016-21 being a by-law to establish the fees and charges for recreation services provided by the municipality and to repeal By-law 113-19  | 100 |
| c. By-law Number 017-21 being a by-law to dedicate certain lands as part of the public highway in Wellington North in the County of Wellington   | 108 |
| d. By-law Number 018-21 being a by-law to authorize a Site Plan Agreement with 2574571 Ontario Inc.  | 109 |
| e. By-law Number 019-21 being a by-law to authorize a Site Plan Agreement with 2738330 Ontario Inc.  | 116 |
| f. By-law Number 020-21 being a by-law to authorize a Site Plan Agreement with O K Construction Inc.   | 123 |

Recommendation:

*THAT By-law Number 015-21, 016-21, 017-21, 018-21, 019-21 and 020-21 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:

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

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at \_\_\_:\_\_\_ p.m. 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;*

### 1. REPORTS

- DFC 2021-001, Job Description & Classification

### 2. REVIEW OF CLOSED SESSION MINUTES

- February 8, 2021

### 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 \_\_\_:\_\_\_ p.m.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2021-001, Job Description & Classification;*

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

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the February 8, 2021 Council Meeting*

## CONFIRMING BY-LAW NUMBER 021-21

130

Recommendation:

*THAT By-law Number 021-21 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 22, 2021 be read a First, Second and Third time and enacted.*

## ADJOURNMENT

Recommendation:

*THAT the Regular Council meeting of February 22, 2021 be adjourned at \_\_\_: p.m.*

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
A.W.E. webinar series: Entrepreneurial Skills and Business Leadership for Rural Women – Lunchtime Learning Mondays	January 25 – March 29, 2021 (10 in total)	11:00 a.m. – 1:00 p.m.
Business SUCCESSION Planning Webinar Series – Lunchtime Learning Wednesdays	February 2 – March 2, 2021 (5 in total)	12:00 p.m. – 1:30 p.m.
Recreation, Parks & Leisure Committee Meeting – via ZOOM	Tuesday, March 2, 2021	8:30 p.m..
Special Council Meeting – via video conference	Wednesday, March 3, 2021	2:00 p.m.
Regular Council Meeting – via video conference	Monday, March 8, 2021	2:00 p.m.
Saugeen Connects International Women’s Day Guest Speaker Dianne Crawford (register by email to <a href="mailto:saugeenconnects@sfdc.ca">saugeenconnects@sfdc.ca</a> )	Monday, March 8, 2021	6:30 p.m. to 7:30 p.m.
Regular Council Meeting – via video conference	Monday, March 22, 2021	7:00 p.m.

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

Sign Language Services – Canadian Hearing Society – 1-877-347-3427  
- Kitchener location – 1-855-656-3748

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

# ANNUAL REPORT

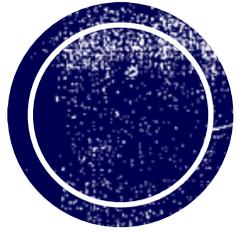
**WELLINGTON NORTH FIRE | 2020**



# HIGHLIGHTS

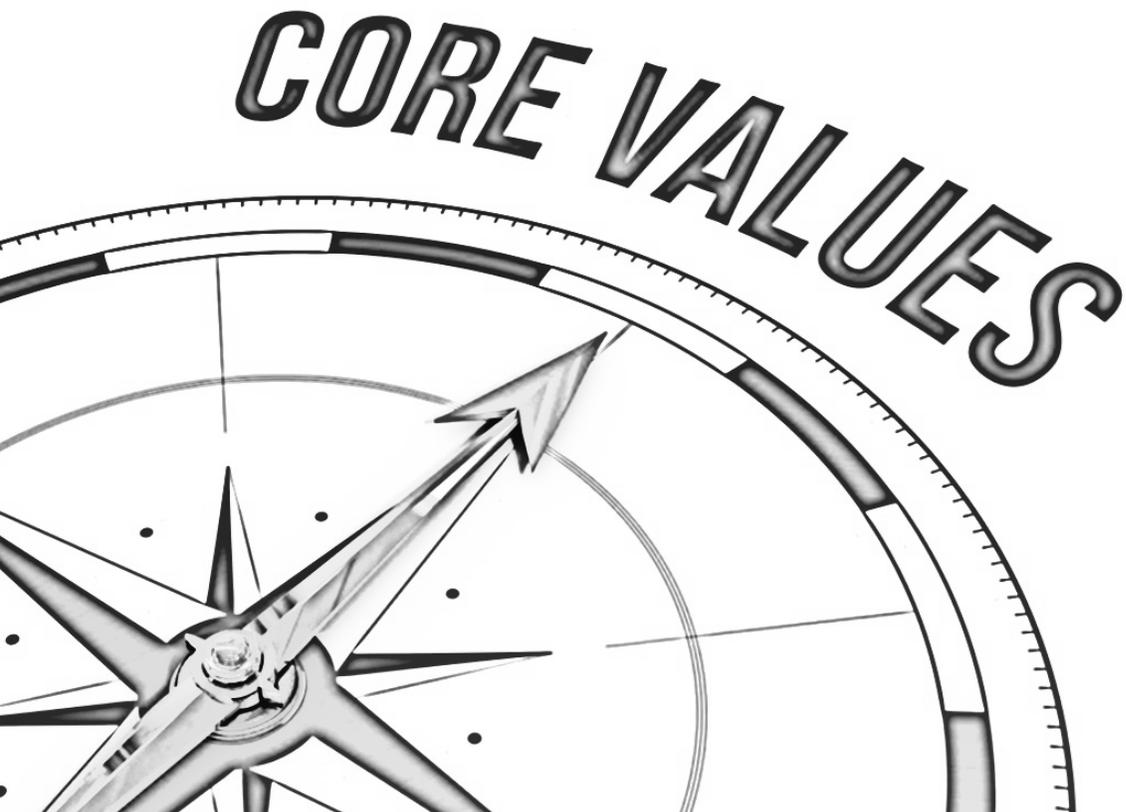
- Volunteer Demographics
- Incident Statistics & Call Volumes
- Prevention & Enforcement
- Public Education
- Training
- Completed Projects
- 2021 Goals





**WELLINGTON NORTH FIRE ACTS AS AN EFFECTIVE TEAM TO PROACTIVELY PROTECT AND ENHANCE THE TOWNSHIP'S LIVABILITY BY SERVING AND EDUCATING OUR COMMUNITY, PREVENTING HARM AND RESPONDING TO EMERGENCIES.**

Commitment  
Community Service  
Integrity  
Professionalism  
Teamwork  
Trust



# EMPLOYEE OVERVIEW



CHRIS HARROW

FIRE CHIEF

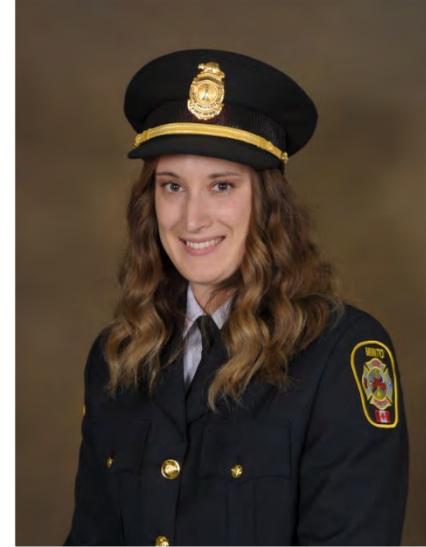
FULL TIME



MARCO GUIDOTTI

DEPUTY CHIEF

FULL TIME



CALLISE LOOS

DEPUTY CHIEF

FULL TIME



# EMPLOYEE OVERVIEW

- 3 District Chiefs
- 8 Captains
- 40+ Volunteers
  
- 2020 Promotions & Retirements
  - 8 new recruits
  - Eric Green promoted to Captain
  - Greg Brunkard promoted to District Chief
  - Brad Stark promoted to Training Officer

**Did You Know?  
We have 8 new  
recruits this year!**

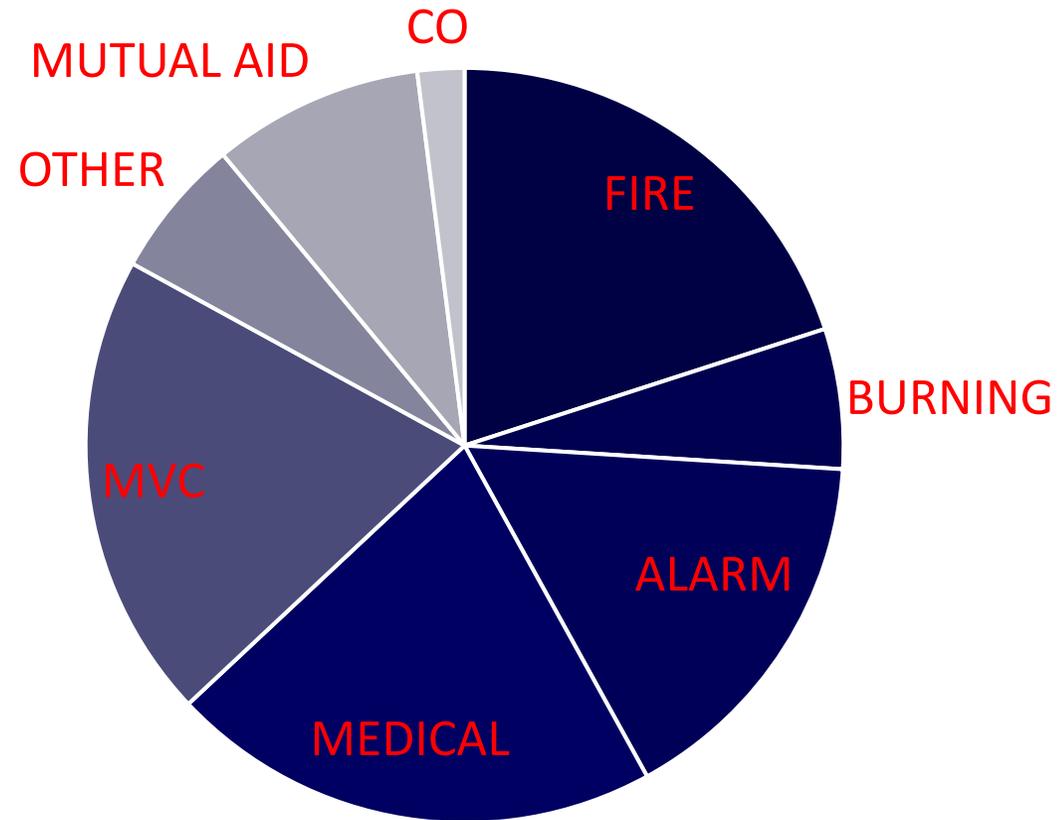


# COMMITTEES FORMED

- Training Committee
  - Responsible for writing a training calendar for the year
  - Deploy the training in each of the stations
- Health and Safety Committee
  - Meeting regularly to address any health and safety issues
  - Conducting monthly hall inspections
  - Reviews new department policies associated with health and safety
- Equipment Committee
  - Reviewing equipment purchases and maintenance programs
  - Looking at future budgeting forecasting for equipment and trucks



# INCIDENT STATISTICS

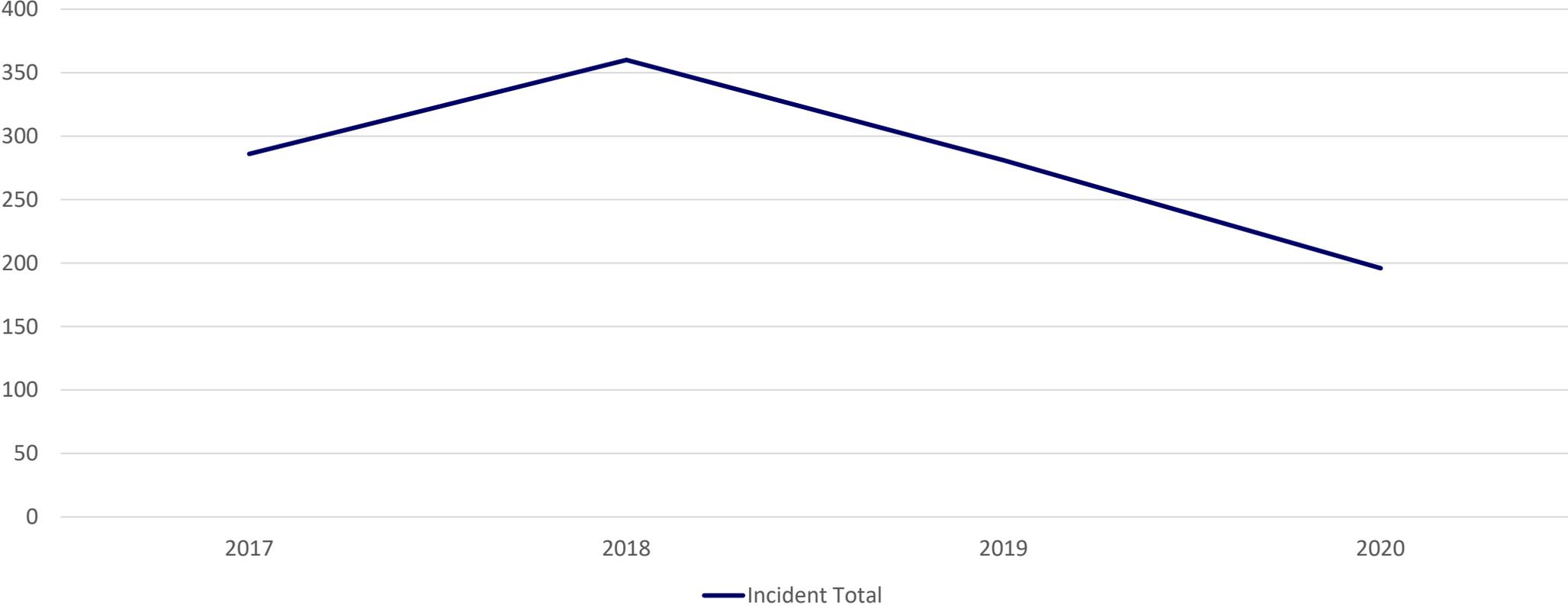


OTHER: POWER LINES DOWN, GAS LEAKS, HUMAN PERCEIVED EMERGENCIES

■ FIRE ■ BURNING ■ ALARM ■ MEDICAL ■ MVC ■ OTHER ■ MUTUAL AID ■ CO



# CALL VOLUMES



# FIRE PREVENTION & ENFORCEMENT

▪ Plan Reviews	13
▪ File Searches	19
▪ Inspections	19
▪ Complaints	8
▪ Burn Permit Inspections	14
▪ Investigations	13
▪ Fire Investigations	7



# PUBLIC EDUCATION ACTIVITIES

- All in person activities were cancelled due to pandemic
- Launched new social media program including Facebook, Twitter and Instagram. Follow us @wellnorthfire
- Communicated using Social Media & hosted virtual contests to engage with residents during pandemic



# TRAINING

- Station training sessions were very different this year, smaller groups and on line training were conducted due to COVID
- Trained to the NFPA standards covering all of the mandatory subjects including Pumps, SCBA, Ventilation, Auto Extrication, and any other subjects
- Conducted NFPA courses in conjunction with Minto including Fire Officer and Pumper Operations training
- Looking forward to returning to in person training shortly



# COMPLETED PROJECTS 2020

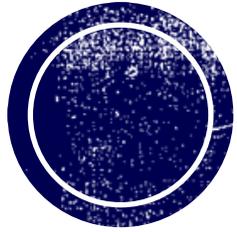
- Updated Risk Assessment for Wellington North
  - Identified top risks for the municipality which we are working on plans to address
- Social Media Policy
  - Launched successful campaigns, especially new recruitment
- Recruitment
  - Recruited 10 new Firefighters total this year
  - Boosting our numbers to 25 per station



# 2021 & BEYOND

- Joint Management Team between Minto & Wellington North continuing to support both departments
- Purchase Edraulics, migrate to Wellington County radio system
- Create Master Fire Plan
  - Council report coming soon
- Implementation of Emergency Reporting Software to lead to more accurate & efficient reporting of fire data





# MANAGEMENT TEAM OVERVIEW

**Chris Harrow**

Director of Fire Services

E: [c.harrow@wellington-north.com](mailto:c.harrow@wellington-north.com)

C: 519-504-9545

**Marco Guidotti**

Deputy Chief

E: [mguidotti@wellington-north.com](mailto:mguidotti@wellington-north.com)

C: 519-321-1102

**Callise Loos**

Deputy Chief

E: [cloos@wellington-north.com](mailto:cloos@wellington-north.com)

C: 519-497-2502

# DIRECTOR OF FIRE SERVICES

- Oversees the department and works closely with both Deputies to keep entire management team on the same page
- Liaises with both CAO's, Councils and other municipal committees
- Writes policies and procedures for both departments
- Oversees the training program for both departments
- Attends major incidents and other incidents where senior management is needed
- Emergency Management back up to the CAO



# DEPUTY CHIEF, FIRE PREVENTION & LOGISTICS

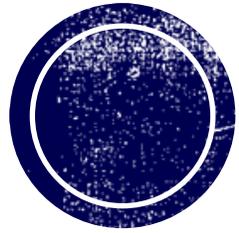
- Oversees the equipment maintenance programs and repairs at both departments
- Streamlining maintenance from both departments to better align financially
- Working with equipment committees to assist with purchasing new equipment
- Conducting fire inspections and working with Minto Fire Inspector to ensure all mandatory inspections are completed
- Answers all concerns dealing with complaint or request fire inspections
- Deals with burn complaints in Wellington North
- Incident responses for major incidents or incidents requiring senior management attendance
- Oversees the Health and Safety Committee



# DEPUTY CHIEF, ADMINISTRATION & ORGANIZATIONAL PERFORMANCE

- Oversees all information processes related to fire department data
- Oversees all human resources services related to personnel
- Oversees Critical Incident Stress Prevention Programming and Peer Support Teams
- Works with Public Education Division and Community Partners to implement public education programming
- Manages public and media relations related to fire department programs and emergency incidents
- Provides incident scene support to Captains in the event a scribe or more resources are needed
- Aids in development and implementation of budget and master fire plan
- Provides internal communication and support for all committees and meetings





# THANK-YOU

Questions, Comments & Concerns...

**Chris Harrow**

Director of Fire Services

E: [charrow@wellington-north.com](mailto:charrow@wellington-north.com)

C: 519-503-9545

**Marco Guidotti**

Deputy Chief

E: [mguidotti@wellington-north.com](mailto:mguidotti@wellington-north.com)

C: 519-321-1102

**Callise Loos**

Deputy Chief

E: [cloos@wellington-north.com](mailto:cloos@wellington-north.com)

C: 519-497-2502

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
 MINUTES OF REGULAR COUNCIL MEETING – FEBRUARY 8, 2021 AT 2:00 P.M.  
 VIA WEB CONFERENCING <https://www.youtube.com/watch?v=7LTC0tsvTEY>

**Members Present:**

**Mayor:** Andrew Lennox  
**Councillors:** Sherry Burke  
 Lisa Hern  
 Steve McCabe (2:30 p.m.)  
 Dan Yake

**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  
**Human Resources Manager:** Chanda Riggi  
**Director of Fire Services:** Chris Harrow  
**Director of Operations:** Matthew Aston  
**Manager of Transportation Services:** Dale Clark  
**Manager, Environment and Development Services:** Corey Schmidt  
**Community Recreation Coordinator:** Mandy Jones  
**Manager of Recreation Services:** Tom Bowden  
**Chief Building Official:** Darren Jones  
**Senior Planner:** Michelle Innocente  
**Risk Management Officer:** Kyle Davis

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2021-026

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Agenda for the February 8, 2020 Regular Meeting of Council be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

**PRESENTATIONS**

1. Karen Armstrong, CAO and Sonja Radoja, Manager of Corporate Services, Bruce Whale, Township Representative, Grand River Conservation Authority
  - 2021 Draft Budget

Ms. Armstrong, Ms. Radoja and Mr. Whale presented information regarding the Grand River Watershed history, statistics, purpose, strategic priorities, strategic plan, 2021 budget challenges and the 2021 Draft Budget. The Wellington North municipal levy will increase by 4.5% for a total levy of \$53,744. The budget will be approved at the end of February at the Grand River Conservation Authority Board Meeting.

RESOLUTION: 2021-027

Moved: Councillor Burke

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority 2021 Draft Budget.*

CARRIED

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

1. Public Meeting, January 25, 2021
2. Regular Meeting of Council, January 25, 2021

RESOLUTION: 2021-028

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the minutes of the Public Meeting and the Regular Meeting of Council held on January 25, 2021 be adopted as circulated.*

CARRIED

#### **BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

1. Notice of Motion brought forward by Councillor Burke at the January 25, 2021 Regular Council Meeting

RESOLUTION: 2021-029

Moved: Councillor Burke

Seconded: Councillor Yake

*Be it resolved that the Council of the Township of Wellington North request that staff include the "High, Healthy, Happy" motto, the altitude above sea level, along with the community name "MOUNT FOREST" in any painting or repainting of the Water Tower in Mount Forest.*

CARRIED

#### **IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

1b, 1c, 3a, 5b, 6a, 6b, 6c

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

RESOLUTION: 2021-030

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT all items listed under Items for Consideration on the February 8, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

*THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting held on January 22, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on January 26, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-001 being a report on Consent Application (Lot Line Adjustment) B114-20 known as Part Lots 2 & 3, Concession 3 in the former Township of West Luther.*

*AND FURTHER THAT the Council of the Township of Wellington North supports consent application B114-20 as presented with the following conditions:*

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and*
- THAT the owner enter into an agreement apportioning future maintenance costs on any Municipal Drain that impacts the property; and the owner shall provide a \$500.00 deposit, per Municipal Drain impacted, to cover the cost of the re-apportionment of any such 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.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Michelle Innocente, Senior Planner, dated February 1, 2021, regarding All Treat Farms (Walker Environmental Group Inc.), 7963 Wellington Road 109, Arthur, Zoning By-law Amendment.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated February 2, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Fourth Quarter 2020 Financial Update.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-001 being a report on water meters;*

*AND FURTHER THAT Council direct staff to bring a 2022 capital budget project, for Council's consideration, for a water meter study for Wellington North.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-006 being a report on the purchase of a new plow truck;*

*AND FURTHER THAT the Township of Wellington North award the supply of the 2021 plow truck to Viking Cives Ltd. at a cost of \$287,725.00 plus applicable taxes;*

*AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-007 being a report on structure 2061 on Sideroad 7 West;*

*AND FURTHER THAT Council award the quote for structure 2061 replacement project to Reeves Construction Limited, at a cost of \$115,000.00 plus applicable taxes;*

*AND FURTHER THAT Council award engineering design for structure 2061 replacement project to BM Ross, at a cost of \$15,000 plus applicable taxes;*

*AND FURTHER THAT Council authorize the Director of Operations to execute the completion of structure 2061 replacement project with Reeves Construction Limited;*

*AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.*

*THAT the Council of the Corporation of the Township of Wellington North receive, accept and approve Report OPS 2021-008 being a consolidated report on the Township's 2020 drinking water systems annual and summary report;*

*AND FURTHER THAT the Council directs staff to submit the approved report to the applicable agencies and make the report available to the public.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-009 being a report the Closed Meeting Investigation Policy;  
AND FURTHER THAT Council approves the amended Closed Meeting Investigation Policy.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2021-001 being a report on Pre-Servicing Policy, Application and Agreement;  
AND FURTHER THAT Council approves the Pre-Servicing Policy in substantially the same form as the attached Appendix 1;  
AND FURTHER THAT Council direct staff to amend the Fees and Charges By-Law to include the \$7,000.00 Pre-servicing Application fee.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Maitland Valley Conservation Authority 2021 Priorities and Draft Budget.*

*THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee Report, dated January 14, 2021, regarding County Official Plan Review -Progress Report #3.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Municipal Property Assessment Corporation 2020 Municipal Partnerships Report.*

CARRIED

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

RESOLUTION: 2021-031

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association meeting held on January 20, 2021.*

CARRIED

RESOLUTION: 2021-032

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks & Leisure Committee meeting held on February 2, 2021.*

CARRIED

RESOLUTION: 2021-033

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North direct staff to begin to remove the ice as soon as February 9, 2021.*

CARRIED

RESOLUTION: 2021-034

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North approve design concept Option 3 Motor Skill Mastery which includes design changes discussed at Committee and noted in the minutes, and recommended by the Recreation, Parks and Leisure Committee;*

*AND FURTHER THAT a final design be brought back to the Committee for approval;*

*AND FURTHER THAT once a final design has been approved by the Committee that it be forwarded to Council for adoption by resolution.*

CARRIED

RESOLUTION: 2021-035

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North approve the 2022 Recreation Rates & Fees as recommended by the Recreation, Parks and Leisure Committee.*

CARRIED

RESOLUTION: 2021-036

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2021-04 being an update on the recently completed Business Recovery Survey conducted as part of our Business Retention & Expansion Program.*

CARRIED

RESOLUTION: 2021-037

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-005 being a report on the water and wastewater technical update;*

*AND FURTHER THAT Council direct staff to post these reports on the Township website.*

CARRIED

Council directed staff to schedule a Special Meeting of Council to further review of the reports and to ensure the Engineers are at that meeting.

RESOLUTION: 2021-038

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-005 being a report on the use of alternate voting methods in the 2022 municipal election be received;*

*AND FURTHER THAT Council authorizes a vote by mail method for casting ballots in the 2022 municipal election;*

*AND FURTHER THAT Council authorizes the use of tabulators for counting ballots in the 2022 municipal election;*

*AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to authorize a vote by mail method of casting ballots in the 2022 municipal election;*

*AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to authorize the use of tabulators for counting ballots in the 2022 municipal election;*

*AND FURTHER THAT the Clerk shall, by December 31, 2021 prepare procedures and rules for the vote by mail method of casting ballots in the 2022 municipal election and provide these procedures and rules to the public by posting them on the municipal website.*

CARRIED

RESOLUTION: 2021-039

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-007 being a report on Restricted Parking on Mount Forest Drive;*

*AND FURTHER THAT Council rescinds resolution 2021-021 as follows:*

*THAT the Council of the Corporation of the Township of Wellington North direct staff to bring a by-law to the February 8, 2021 Regular Council Meeting implementing a tow away zone on Mount Forest Drive.*

CARRIED

RESOLUTION: 2021-040

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-008 being a report on Volunteer Engagement;*

*AND FURTHER THAT Council support the recommendations outlined in this report as follows:*

- *Enhance the Volunteer webpage on the Township of Wellington North website.*
- *Link PINnetwork.ca as an option for individuals seeking opportunities.*
- *Showcase stories on the website of volunteer appreciation in the community.*
- *Create a campaign with community storytelling, describing volunteer opportunities and celebrating local volunteers.*
- *Develop ongoing outreach: via zoom, in-person presentations, training, and events to engage with community.*
- *A National Volunteer Week proclamation, messages from Mayor and Council, volunteer appreciation certificate from Township.*
- *Place a thank you in the local newspapers during volunteer week.*
- *Host a Volunteer Appreciation event in conjunction with Culture Days*
- *Host a Mayors Breakfast/Lunch, attended by volunteers.*

*AND FURTHER THAT council support a \$10,000.00 financial contribution for implementation from the Council Special Projects.*

CARRIED

The Director of Finance clarified source of the financial contribution will be from the Tax Rate Stabilization Reserve as there were no funds set aside in 2021 for the Council Special Projects in the Operating Budget.

#### **NOTICE OF MOTION**

No notice of motion tabled.

#### **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor McCabe (Ward 4):

- Recreation, Parks & Leisure Committee met on February 2. The next meeting will be held on March 2, 2021.

Mayor Lennox:

- The Mayor provided an update regarding Covid-19 and vaccinations. The mayors meet weekly with Dr. Mercer, Medical Officer of Health and advised that Ontario is not getting much vaccine right now, plans are being made for when vaccine is available to

have mass vaccinations across the County for residents. The highest priority individuals will be vaccinated first. The County has brought in Paul Johnson to head up a team to coordinate mass vaccination clinics, looking at locations and logistics. Mayor Lennox is attending a call on February 9, 2021 with provincial representatives and other Mayor's regarding vaccinations. The challenges of scaling up to mass vaccination involves a lot of moving parts; record keeping, logistics, security, traffic direction, etc. There will be a need for volunteers to assist. There may be a semi-permanent vaccination clinic set up with pop-up clinics elsewhere for. The number of cases is decreasing and, based on the Premier's announcement earlier today, we will likely move out of the stay-at-home order as early as next week.

#### **BY-LAWS**

- a. By-law Number 010-21 being a by-law to authorize the use of optical scanning vote tabulators in the 2022 Municipal Election
- b. By-law Number 011-21 being a by-law to authorize a vote by mail method in the 2022 Municipal Election
- c. By-law Number 012-21 being by-law to authorize a Boundary Road Agreement between the Corporation of the Township of Wellington North and the Corporation of the County of Grey
- d. By-law Number 013-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North

RESOLUTION: 2021-041

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 010-21, 011-21, 012-21, and 013-21 be read a First, Second and Third time and enacted.*

CARRIED

#### **CLOSED MEETING SESSION**

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

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

RESOLUTION: 2021-042

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 4:02 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:*

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

#### **REPORTS**

- Report EDO 2021-005 Industrial Land Update & Sale

#### **REVIEW OF CLOSED SESSION MINUTES**

- December 14, 2020

#### **RISE AND REPORT FROM CLOSED MEETING SESSION**

RESOLUTION: 2021-043

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 4:25 p.m.*

CARRIED

RESOLUTION: 2021-044

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-005 Industrial Land Update & Sale*

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

CARRIED

RESOLUTION: 2021-045

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the December 14, 2020 Council Meeting.*

CARRIED

#### **CONFIRMING BY-LAW**

RESOLUTION: 2021-046

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 014-21 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 8, 2021 be read a First, Second and Third time and enacted.*

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2021-047

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Regular Council meeting of February 8, 2021 be adjourned at 4:26 p.m.*

CARRIED

---

CLERK

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MAYOR

**MINUTES**  
**ARTHUR BUSINESS IMPROVEMENT ASSOCIATION MEETING**  
**FEBRUARY 3<sup>RD</sup>, 2021 @ 7:30 PM : VIA ZOOM VIDEO CONFERENCE**

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**BOARD MEMBER ATTENDEES:**

Gord Blyth,  
Tom Gorecki

Keith Harris, Chair  
Paula Coffey,  
Councilor Lisa Hern

Angela Alaimo,  
Jim Coffey,  
Mitch Keirstead

**BOARD MEMBERS ABSENT:**

Sheila Faulkner

**OTHER ATTENDEES:**

Dale Small; WN Economic Development Officer  
Tammy Stevenson; BMRoss & Associates

**REVIEW AND ADOPTION OF THE AGENDA**

Chair Keith called the special meeting of the BIA to order at 7:30PM. The main agenda item was to discuss and finalize the location of the curb extension.

Moved by Paula Coffey and seconded by Mitch Keirstead

**Carried**

**DISCUSSION ON CURB EXTENSION**

Prior to the meeting, BMRoss the Township Engineer for this project, shared a second option in terms of location for the curb extension. The original location extending from Foodland across to the Post Office was deemed to not be acceptable as it would be too difficult for trucks to turn south onto George Street as they came out of the laneway between Coverups and Foodland.

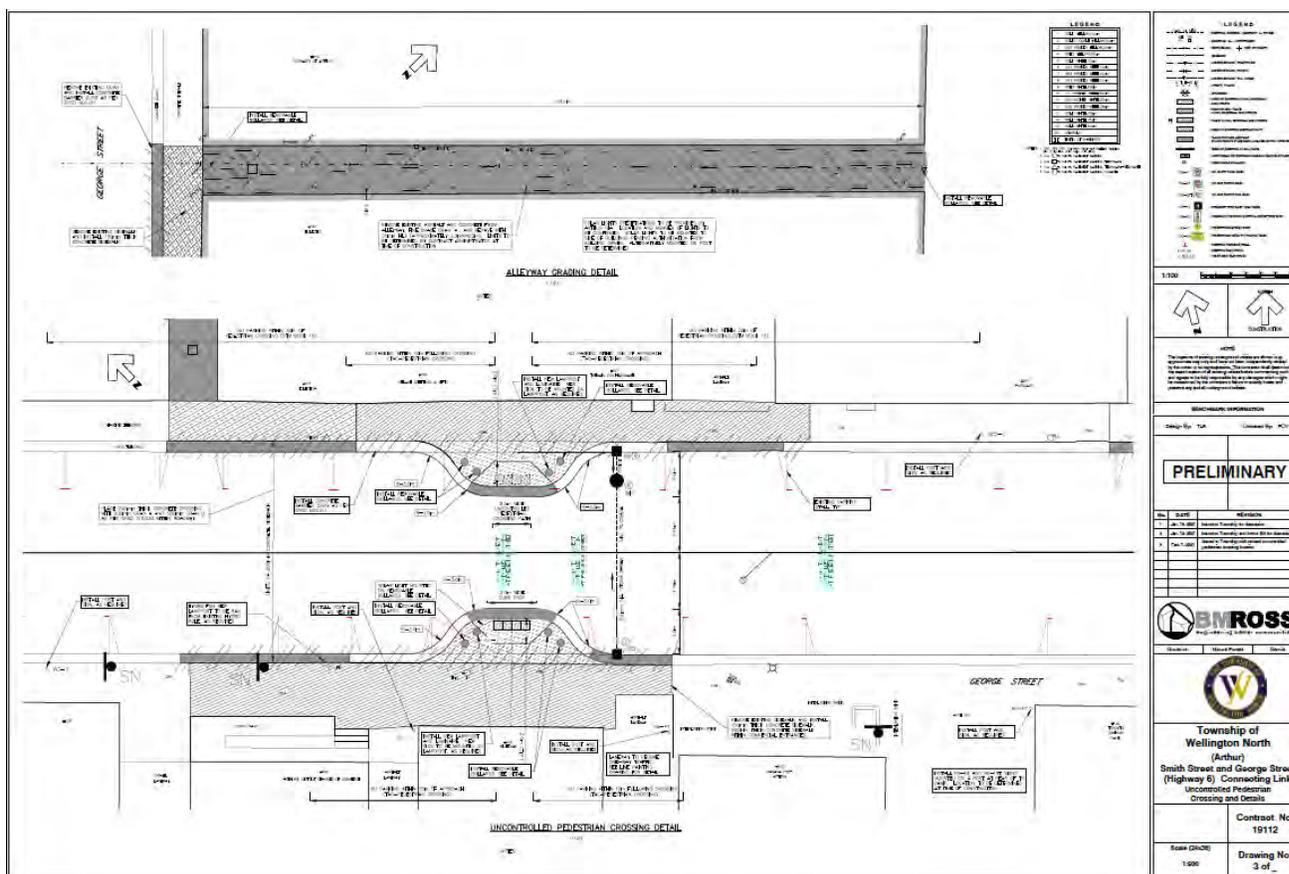
The second option moved the uncontrolled pedestrian crossing to the northwest and would be 95m from the center of the Frederick Street controlled crossing to the center of the uncontrolled pedestrian crossing. OTM guidelines suggest they should be 100m away however BMRoss indicated that being out by 5 m is not a significant distance to eliminate this option in their opinion. This option would also result in the loss of four parking spaces versus the original option where only three spaces would be eliminated and would extend from Wightman across the road to Coverups. After some discussion all members present supported & approved this location.

The BIA was reminded once again that this is an uncontrolled pedestrian crossing and signage will be put up to advise that traffic, not pedestrians, have the right-of-way. Curb extensions have been found to be a good traffic "calming" measure however we cannot paint lines or do any special brick work or road work across the roadway as it could confuse who has right-of-way.

Items still to be finalized before the tender is distributed by end of February include:

- BIA to ensure adjacent property owners are made aware of the curb extension,
- BIA to finalize decorative lighting requirements around curb extension,
- Township to finalize the Bollards around the curb extension,
- BMRoss to investigate "slow-down" line painting request from BIA,

A copy of the design from BMRoss for the approved location follows:



## DISCUSSION ON COMMUNITY ART LOCATION/ALLEYWAY

Time permitted a brief discussion on the alleyway and Community Art Location.

Written approval has still not been received from all three building owners however Mitch on behalf of the BIA is facilitating these discussions.

Once all three property owners support the Community Art proposal and agree to the closing down of the alleyway the Township will engage legal representation to put together an agreement that all three properties will have legal right to access the back of their properties from Frederick Street.

## NEXT MEETING

The Arthur Chamber has reached out to the BIA for a joint meeting that will take place on February 10<sup>th</sup> starting at 7:00pm. A ZOOM link has been sent to everyone.

## ADJOURNMENT

Moved by Keith Harris that the meeting be adjourned at 7:45PM

**Carried**

**MOUNT FOREST BUSINESS IMPROVEMENT****MEETING MINUTES FEBRUARY 9, 2020 @ 8:00 AM, VIA ZOOM**

---

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

Members: Andrew Coburn, Peter Mohr, Murray Townsend, Kayla Morton, Dwight Benson, Jessica MacFarlane

Staff: Dale Small,

Absent: Councilor Sherry Burke, Bill Nelson

**ADOPTION OF MINUTES****ITEMS FOR CONSIDERATION**

1. Appointment of duties
2. Downtown Mount Forest Proposed Event Schedule for 2021
3. Main St Hardscape Investment

**MOTIONS****Motion carried to approve agenda,**

1<sup>st</sup> Dwight Benson

2<sup>nd</sup> Peter Mohr

**Motion carried to approve appointment of duties,**

1<sup>st</sup> Kayla Morton

2<sup>nd</sup> Jessica MacFarlane

**Motion carried to approve event schedule,**

1<sup>st</sup> Jessica MacFarlane

2<sup>nd</sup> Peter Mohr

**Motion carried to approve hardscape plan,**

1<sup>st</sup> Peter Mohr

2<sup>nd</sup> Dwight Benson

**Appointment of Duties**

Organization of planters/flowers- Dwight Benson

Winter decoration removal and spring banners- Kayla Morton

Purchase of gift cards for PUC and Wellington County- Andrew Coburn/Kayla Morton

Street Cleaning confirm with Dave for 2021 season- Dwight Benson

Window Clings for empty storefronts- Peter Mohr (chat with Maarc Apparel) Jessica MacFarlane (obtain addresses)

**Downtown Event Schedule**

Share Downtown Mount Forest events schedule (attached) with Chamber President- Kayla Morton

**Hardscape Investment**

BMO Property Andrew has been in contact with their branch to start negotiations.

Location approved for seating area.

Approach owners of Tavern for possible location as well.

Mural and curb extension will be tabled for a later date. Revisit in fall.

**NOTE:**

Downtown internet access is a go for 2021!

**NEXT MEETING**

March 9<sup>th</sup>, 8 am location to be determined.

**ADJOURNMENT**

Moved: Kayla Morton

Seconded: Dwight Benson

## EVENT SCHEDULE PLANNER

2021

PROJECT/EVENT	2021 YEAR CALENDAR
ORGANIZER	DOWNTOWN MOUNT FOREST



## PROJECT LIST BY MONTH

JANUARY: NOTHING ON THE CALENDAR

FEBRUARY: SPREAD THE LOVE ONLINE CAMPAIGN

MARCH: NOTHING ON THE CALENDAR

APRIL: EASTER OUTDOOR PHOTO OP, COUPON HUNT

MAY: MOTHERS DAY/LADIES NIGHT & MENTAL HEALTH AWARENESS VIRTUAL PANEL

JUNE: SHOP LOCAL/MEET ME ON MAIN STREET CAMPAIGN

## PROJECT LIST BY MONTH

JULY: MUSIC ON MAIN, SIDEWALK SALES, OPEN LATE SHOPPING FRIDAYS

AUGUST: MOVIE ON MAIN, SIDEWALK SALES, BACK TO SCHOOL

SEPTEMBER: GOLD BIKE INITIATIVE, FALL MARKET

OCTOBER: FALL DECORATING PACKAGE, HALLOWEEN PARADE, PUMPKIN LIGHTING

NOVEMBER: LADIES NIGHT "SHOP CRAWL", HORSE AND CARIDGE RIDES UP AND DOWN MAIN

DECEMBER: TREE LIGHTING, PARADE



146 George St., P.O. Box  
Arthur, Ontario N0G 1A0  
(519)-848-5603

**Directors Meeting Minutes  
February 10, 2021**

Attending: Paula Coffey, Bonnie, McIntosh, Jacklyn Winter, Dale Small, Lisa Hern, Tom Gorecki, Crystal Shefeild

Jacklyn called the meeting to order @ 6:31 pm and welcomed everyone for coming

Approval of previous months minutes:

-No approval needed as our last meeting did not meet the quorum

Committee Reports:

a) Economic Development Report – Dale Small

- MOU had been signed with both BIA and Chamber
- #lockdownlove has been very successful
- Downtown Wifi is being discussed

b) Council Report – Councillor Lisa Hern

- The ice is being removed from the rinks soon
- The MF water tower slogan will remain – High, Healthy, Happy
- MF Chamber has a new President, and perhaps a joint Chamber meeting should be discussed to encourage business budding ideas, events, etc. Tom stated he will reach out to the new President and to welcome her to the board and to discuss a joint meeting.

Business arising from the previous meeting:

- #lockdownlove contest is coming to a close
- winners will be announced today (Tuesday, Feb 16)
- Jacklyn will arrange dates and times for the winners to pick up their gift cards and will contact the directors to have them pop over to hand them out if and when they are available.
- Dale has purchased 10 \$50 gift cards from 5 of our local businesses
- Jacklyn has picked up and paid the businesses for the gift cards

New business:

- Crystal from the Wellington Advertiser joined our meeting to discuss the Community News portion of the WA newspaper with us.
- Crystal noted that when we have stories, community events, contests, etc, please forward her the confirmation a photo so that she may see if it is eligible to be printed in the community news.

- Lisa asked if there would be a fee associated with having an article printed in this paper. Crystal noted that in most cases there would be no cost.
- Crystal recently rejoined the MF Chamber and is looking forward to having a good relationship without Chamber.
- Crystal and the Arthur board feel like a collaboration meeting would be a great idea, so that we can learn more about each other and how we can work more effectively together.
- Dale forwarded a grant a donation form over to the Chamber to see if the Chamber and Horticultural Society would be interested in a joint application to have some flowers and plants planted around the new Service Group Sign. The Directors agreed this would be a good idea. Jacklyn and Faye will work on this application together.
- Paula suggested looking into a grant that could be used have a fitness instructor come to the new outdoor gym to show the seniors how to use it.
- The Chamber AGM date for 2021 has been chosen – October 21, 2021, more details will be discussed in the coming months.
- The Arthur Optimist club has reached out to the Chamber to purchase 10 – 15 gift cards from local businesses for a giveaway they are doing. Jacklyn will continue to work with them, helping them acquire them and advising them who are Chamber Members.

#### Presidents Report – Tom

- Nothing to add at this time, as Tom will be speaking at the Chamber/BIA portion of the meeting

#### Correspondence:

- None

#### Financial Statements:

Provided by Be Sure Financial -Jan 2020- December 2020

#### Administrators Report:

- Sympathy card and flowers sent to Sherry from the IScream Cone Company for the loss of her mother
- RBC statements will now come electronically rather than by mail

#### Meeting Outline for 2021

March 10, 2021  
 April 14, 2021  
 May 12, 2021  
 June 9, 2021  
 July -TBD  
 August- TBD  
 September 8, 2021  
 October 13, 2021  
 November 10, 2021  
 December 8, 2021



## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2021-002, 2738330 ONTARIO INC.  
SITE PLAN AGREEMENT, 399 MAIN STREET NORTH, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North hereby receive Report DC 2021-002 being a report on 2738330 Ontario Inc., Site Plan Agreement – 399 Main Street North, Mount Forest;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with 2738330 Ontario Inc.

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

None

### BACKGROUND

#### Subject Lands

The property is located in the Town of Mount Forest. The subject lands are in the North West quadrant of the town on the corner of Main Street North and Sligo Road West. The land holding is approximately 13,068 square feet with a 100 foot frontage. It is legally known as PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT AS IN RON96542; SAVE AND EXCEPT PART 3, 61R10164; WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to build a Gas Bar, Convenience Store with Take Out Restaurant. This project will include site servicing, grading, landscaping & stormwater management plan.

#### Existing Policy Framework

The subject lands are designated MU2 Main Street Mixed Use Zone, in the Township of Wellington North Zoning By-Law 66-01 with a Residential Transition Area designation in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is with the by-law in this agenda.

### COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

**FINANCIAL CONSIDERATIONS**

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

**ATTACHMENTS**

- A. Location Map
- Site Plan Agreement- with by-law in this agenda

**STRATEGIC PLAN 2019 – 2022**

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

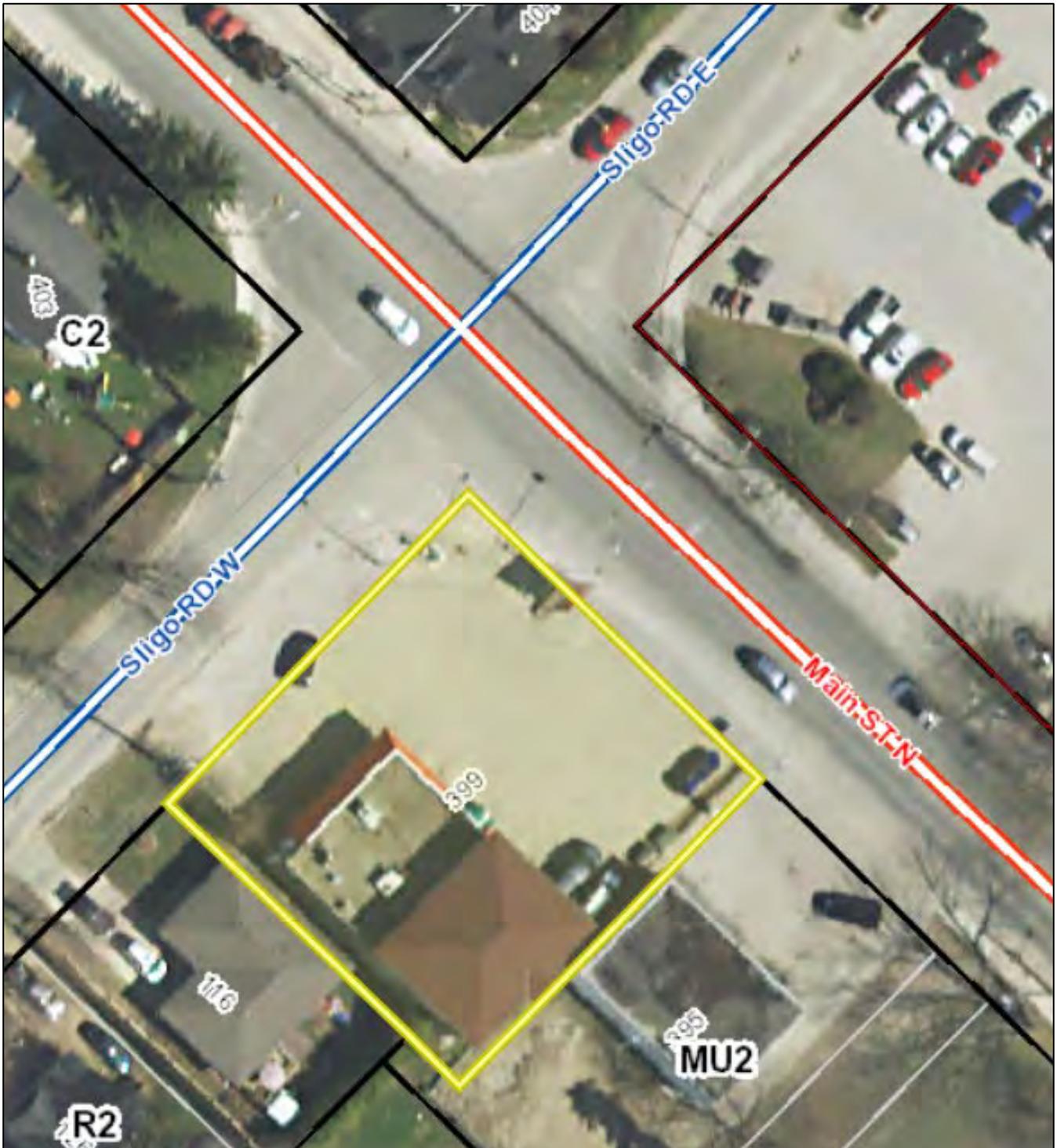
- Yes
- No
- N/A

Which priority does this report support?

- Modernization and Efficiency
- Municipal Infrastructure
- Partnerships
- 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>

SCHEDULE A – Location Map





**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2021-003, 2574574 ONTARIO INC.  
SITE PLAN AGREEMENT, 391 MAIN STREET NORTH, MOUNT FOREST**

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive Report DC 2021-003 being a report on 2574574 Ontario Inc., Site Plan Agreement – 391 Main Street North, Mount Forest;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with 2574574 Ontario Inc.

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

None

### BACKGROUND

#### Subject Lands

The property is located in the Town of Mount Forest. The subject lands are in the North West quadrant of the town on the West side of Main St. N and South of Sligo Rd. W. The land holding is approximately 35,285 square feet with a 125 foot frontage and 282 foot depth. It is legally known as PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN32118; WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to build a 33 unit, 4 storey apartment building with main level parking garage. This project will include site servicing, grading, landscaping & stormwater management plan.

#### Existing Policy Framework

The subject lands are designated MU2 Main Street Mixed Use Zone, in the Township of Wellington North Zoning By-Law 66-01 with a Residential Transition Area designation in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is with the by-law in this agenda.

### COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

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

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

<b>ATTACHMENTS</b>
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A. Location Map

Site Plan Agreement: with by-law in this agenda

<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>

SCHEDULE A – Location Map





## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2021-004, O K CONSTRUCTION INC.  
SITE PLAN AGREEMENT, 219 INDUSTRIAL DRIVE, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North hereby receive Report DC 2021-004 being a report on O K Construction Inc., Site Plan Agreement – 219 Industrial Drive, Mount Forest;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with O K Construction Inc.

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

None

### BACKGROUND

#### Subject Lands

The property is located in the Town of Mount Forest. The subject lands are in the North West quadrant of the town on the West side of Main St. N and North of Industrial Drive. The land holding is approximately 42,643 square feet with a 132 foot frontage and 323 foot depth. It is legally known as:

PIN 71072-0099  
DESCRIPTION PART LOT 32, CON 1, DIV 3 NORMANBY DESIGNATED AS PART 2, 61R10178; TOWNSHIP OF WELLINGTON NORTH

and

PIN 71072-0108  
DESCRIPTION PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PART 6, 61R21655; TOWNSHIP OF WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to build a 509.23 sq meter construction shop. This project will include site servicing, grading, landscaping & stormwater management plan.

#### Existing Policy Framework

The subject lands are designated M1 Industrial Zone, in the Township of Wellington North Zoning By-Law 66-01 with an Industrial designation in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is with the by-law in this agenda.

### COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

### FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

### ATTACHMENTS

A. Location Map

Site Plan Agreement: with by-law in this agenda

### 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:** Tammy Pringle, Development Clerk

*Tammy Pringle*

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

*Michael Givens*

SCHEDULE A – Location Map





# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council, Meeting of February 22, 2021  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2021-02 Building Permit Review Period Ending January 31st, 2021

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-02 being the Building Permit Review for the period ending January 31st, 2021.

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

1. CBO 2021-01 Building Permit Review Period Ending December 31st, 2020
2. CBO 2020-03 Building Permit Review Period Ending January 31st, 2020

### BACKGROUND

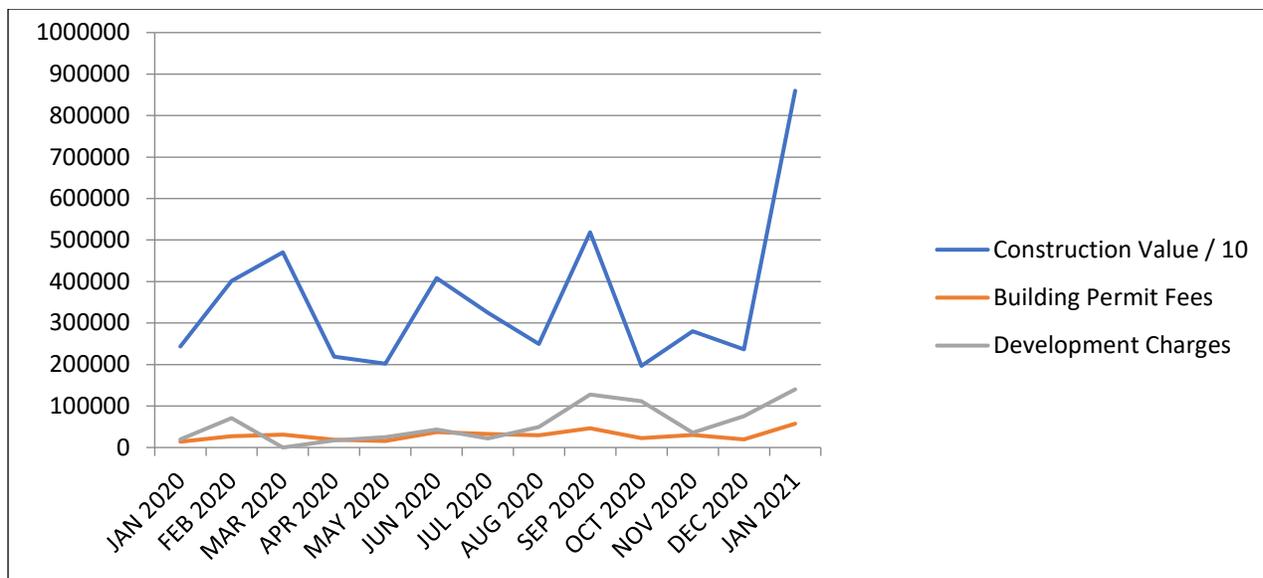
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
---------------------	----------------	--------------------	-------------	---------------------

Single Family Dwelling	4	2,212,509.00	12,000.00	44,166.00
Multi Family Dwelling	2	1,700,000.00	13,200.00	96,100.00
Additions / Renovations	3	180,000.00	2,683.18	0.00
Garages / Sheds	1	10,000.00	471.25	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00

Commercial	2	6,100.00	1,220.57	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	5	4,453,000.00	26,857.06	0.00
Sewage System	2	37,500.00	1,040.00	0.00
Demolition	0	0.00	0.00	0.00

Monthly Total	19	8,599,109.00	57,472.06	140,266.00
Total Year to Date	19	8,599,109.00	57,472.06	140,266.00

12 Month Average	20	3,639,250.75	30,629.88	59,925.59
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10 Year Monthly Average	8	1,777,329.20	13,956.78	24,372.46
10 Year, Year to Date Average	8	1,777,329.20	13,956.78	24,372.46

**FINANCIAL CONSIDERATIONS**

None.

**ATTACHMENTS**

None.

**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

<b>Prepared By:</b>	Darren Jones, Chief Building Official
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer

# MEDIA RELEASE



Economic  
Developers  
Council  
of Ontario

## FOR IMMEDIATE RELEASE

### **Economic Developers Council of Ontario Announces EDCO Insider Apps for Ontario Communities**

Feb 10, 2021 – ONTARIO – Today, the Economic Developers Council of Ontario (EDCO) launched a new service for Ontario communities to drive economic development by rewarding people for exploring. Called EDCO Insider and powered by 468 Communications, the service allows individual communities to easily and cost effectively create their own customized apps and build incentives for people to visit places of interest or make purchases locally.

“Now more than ever, we need to help Ontario communities support their local businesses,” said Heather Lalonde, CEO of Economic Developers of Ontario. “With this new service, a community can quickly and very affordably create their own app that showcases local gems while driving traffic and purchases for businesses around town.”

Once a community purchases an annual EDCO Insider license, within several weeks they can have their own app available in the app stores. Using an intuitive online control panel, clients apply their own branding, locations and content to their app. The control panel provides valuable data about visitor activity, with reports showing popularity of individual locations, periods of peak activity, and where visitors are from.

Locations in EDCO Insider apps can be assigned points, which users earn when visiting, and then redeem at reward locations. This creates incentives for people to both visit and make purchases at local businesses.

# MEDIA RELEASE



Economic  
Developers  
Council  
of Ontario

From tourism marketing to shop local and educational programs, Insider apps powered by 468 Communications have generated increased visitor engagement, data and revenue for clients across Canada. For more information about EDCO Insider, including pricing, visit [edco.on.ca/insider](https://edco.on.ca/insider).

## Webinar

Join EDCO and 468 Communications on March 2nd, 2021 at 10:00 AM EST for a special walk-through. Participants will have the opportunity to ask questions. Register here: [us02web.zoom.us/meeting/register/](https://us02web.zoom.us/join/91012020000)

## About EDCO

The Economic Developers Council of Ontario (EDCO) is an independent, non-profit, incorporated association engaged in fostering the economic development profession in the province of Ontario. For more information, visit [edco.on.ca](https://edco.on.ca).

## About 468 Communications

Based in Canada and the U.S., 468 Communications specializes in communications services and location-based marketing. 468 works with clients across Alberta, British Columbia, Ontario, Saskatchewan and Washington State. For more information, visit [468communications.ca](https://468communications.ca).

## Media Contact

Heather Lalonde Ec.D., CEcD  
EDCO, CEO  
[edco@edco.on.ca](mailto:edco@edco.on.ca)  
613-362-3722



## Staff Report

**To:** Mayor and Members of Council Meeting of February 22nd, 2021  
**From:** Dale Small  
Economic Development Officer  
**Subject:** EDO 2021-007 EH!tel Networks & Universal Broadband Fund

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report EDO 2021-007 being a report on the Universal Broadband Fund,

**AND FURTHER THAT** Council support EH!tel Networks application to the Universal Broadband Fund in an effort to bring fibre-optic internet service to Conn, Damascus, Riverstown as well as most of the rural community around these areas,

**AND FURTHER THAT** Council authorizes the Mayor and C.A.O. to sign and provide a Letter of Support to EH!tel Networks to accompany their funding application.

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

None

### BACKGROUND

The \$1.75 billion Universal Broadband Fund is part of the Government of Canada's coordinated plan to connect all Canadians: [High Speed Access for all: Canada's Connectivity Strategy](#). The Universal Broadband Fund has been designed to fund broadband infrastructure projects that will bring high-speed Internet at 50/10 Megabits per second (Mbps) to rural and remote communities.

In addition to funding a diversity of high-speed Internet projects to connect Canadians, there is:

- up to \$50 million available to support mobile Internet projects that primarily benefit Indigenous peoples, including projects along highways and roads where mobile connectivity is lacking,
- up to \$750 million available for large impact projects,
- up to \$150 million available as part of our Rapid Response Stream.

EH!tel Networks was founded and incorporated in 2010 by Antonius Peeters. Coming from an agricultural background, he understood the lack of services within the rural community. In 2000, he made a career change and initiated one of the fastest growing wireless ISP's in Ontario. Based out of Holstein Ontario EH!tel has won several "Rural Connections" programs and converted over 3000 rural homes and businesses from dial-up to broadband.

EH!tel Networks recently reached out to the Township of Wellington North requesting a Letter of Support. They plan to apply to the Universal Broadband Fund in an effort to extend their fibre optic services throughout portions of Southern Grey County and Northern Wellington County. They have indicated *“all the key ingredients are in place including funding and civil construction ability”* and they *“currently have the support required from Wellington County, Grey County and Southgate.”*

The following map is a high-level overview of their proposal for Wellington North. The BLUE lines are the proposed UBF fibre line and the YELLOW lines are the project boundary.



In Wellington North we have over 1,500 rural residences and would require over 363 km of fibre to connect every farm and rural residence to fibre. We have estimated that this would cost > \$12 million to build this infrastructure yet in today's environment with people working and learning from home we have no choice but to try and come up with the funding to connect every home.

The Ontario Federation of Agriculture has also stated that reliable high-speed internet service is vital for modern farms to make business decisions, facilitate marketing of farm products, and operate on-farm technology. Rural communities must have access to broadband internet to stimulate economic development in a dynamic and competitive business environment. Our children must have access to learn. High speed internet is not a luxury – it is a necessity. The Western Ontario Wardens Caucus, of which we are a member, strongly believes that affordable, accessible ultra-speed-fibre optic broadband network is critical to our region's

economic vitality and social well-being. We also believe rural high-speed internet is key to helping us compete globally and prosper locally while supporting an exceptional quality of life for everyone that lives, works, and plays in the Township of Wellington North.

Everyone in our municipality deserves equal access to connectivity required to access innovative and modern healthcare, education, government services, employment opportunities and global marketplaces. Wellington North is very fortunate that in our urban areas of Mount Forest we already have fibre-optic service, and that Wightman is currently installing similar service in Arthur. We are very pleased that EH!tel has reached out to the Township of Wellington North and hope that by supporting their application it might result in the dream of fibre-optic service becoming a reality for some of our rural residents as well.

### FINANCIAL CONSIDERATIONS

As part of EH!tel Networks application to the Universal Broadband Fund Wellington North is not being asked for any financial contribution towards the program.

Should EH!tel be successful with their application we may wish to consider some in-kind contributions at a later date to support the implementation. This might include:

- municipally owned land could be made available to EH!tel to lease and to place a pre-fab shelter
- promotion and marketing support to make our residents aware of the service.

### ATTACHMENTS

Attachment: Letter of Support

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

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



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
www.wellington-north.com

519.848.3620  
1.866.848.3620 FAX 519.848.3228

Plan to  
Simply Explore.  
www.simplyexplore.ca

February 22<sup>nd</sup>, 2021

To Whom it May Concern:

**Subject: Letter of Support for EH!tel Networks application to the Universal Broadband Fund**

We are writing in support of EH!tel Networks application to the Universal Broadband Fund and its proposed Fibre-optic Project into the Township of Wellington North. Life today is dependent on fast, reliable, and affordable internet service and as more and more people look to transition and move to rural communities it is very important that we are able to provide this as a basic service. As residents of a rural community, Wellington North, we expect digital equity with those living in larger more urban communities.

In Wellington North we have over 1,500 rural residences and would require over 363 km of fibre to connect every farm and rural residence to fibre. It will cost > \$12 million to build this infrastructure yet in today's environment with people working and learning from home we have no choice but to try and come up with the funding to connect every home.

The Ontario Federation of Agriculture has stated that reliable high-speed internet service is vital for modern farms to make business decisions, facilitate marketing of farm products, and operate on-farm technology. Rural communities must have access to broadband internet to stimulate economic development in a dynamic and competitive business environment. Our children must have access to learn. High speed internet is not a luxury – it is a necessity.

The Western Ontario Wardens Caucus, of which we are a member, strongly believes that affordable, accessible ultra-speed-fibre optic broadband network is critical to our region's economic vitality and social well-being. We also believe this initiative is key to helping us compete globally and prosper locally while supporting an exceptional quality of life for everyone that lives, works, and plays in the Township of Wellington North. Everyone in our municipality deserves equal access to connectivity required to access innovative and modern healthcare, education, government services, employment opportunities and global marketplaces.

We look forward to partnering and working with EH!tel Networks on this Fibre-Optic program. If you have any questions or would like additional information, please feel free to contact our Economic Development Office at 519.848.3620 ext. 4234 or by email at [dsmall@wellington-north.com](mailto:dsmall@wellington-north.com). Thank you for your consideration.

Respectfully,

Mayor Andy Lennox  
Township of Wellington North  
7490 Sideroad 7 West, Kenilworth, Ontario.

C.A.O. Michael Givens  
Township of Wellington North  
7490 Sideroad 7 West, Kenilworth, Ontario.

2/17/21

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

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Cheque Number	Vendor Cheque Name	Cheque Date	Amount
76823	Bell Canada	2/11/21	\$764.21
76824	Chalmers Fuels Inc	2/11/21	\$909.96
76825	DANCO	2/11/21	\$3,143.03
76826		2/11/21	\$449.18
76827	Devine & Associates Limited	2/11/21	\$2,295.03
76828	Duncan, Linton LLP, Lawyers	2/11/21	\$735.49
76829		2/11/21	\$200.00
76830	Horrigan Overhead Doors 2019	2/11/21	\$85.20
76831	Hydro One Networks Inc.	2/11/21	\$735.74
76832	Jim's Auto Service	2/11/21	\$2,633.23
76833	Kronos Canadian Systems Inc.	2/11/21	\$1,130.01
76834	MADD Canada	2/11/21	\$337.87
76835	Royal Bank Visa	2/11/21	\$6,895.50
76836	Suncor Energy Inc.	2/11/21	\$8,311.22
76837	The People Information Network	2/11/21	\$1,650.00
76838	Trevor Roberts Auto Repair	2/11/21	\$243.13
76839	Township of Centre Wellington	2/11/21	\$1,854.19
76840	Twp of Wellington North	2/11/21	\$712.00
76841	Enbridge Gas Inc.	2/11/21	\$4,986.16
76842	VIEWitMEDIA	2/11/21	\$5,208.40
76843	Waste Management	2/11/21	\$10.17
76844	Walkerton Clean Water Centre	2/11/21	\$735.00
76845	Wellington Advertiser	2/11/21	\$282.50
76846	Wightman Telecom Ltd.	2/11/21	\$135.37
76847		2/11/21	\$502.66
76848	Young's Home Hardware Bldg Cen	2/11/21	\$131.57
EFT0001576	AMI Attachments	2/11/21	\$226.00
EFT0001577	Arthur Home Hardware Building	2/11/21	\$5.98
EFT0001578	Balaklava Audio	2/11/21	\$40.68
EFT0001579	Brandt Cambridge	2/11/21	\$4,057.76
EFT0001580	CARQUEST Arthur Inc.	2/11/21	\$256.15
EFT0001581	Carson Supply	2/11/21	\$2,858.81
EFT0001582	Coffey Plumbing, Div. of KTS P	2/11/21	\$888.18
EFT0001583	County of Wellington	2/11/21	\$128,114.05
EFT0001584	Decker's Tire Service	2/11/21	\$293.80
EFT0001585	Delta Elevator Co. Ltd.	2/11/21	\$904.13
EFT0001586	Central Square Canada Software	2/11/21	\$242.95
EFT0001587	Eric Cox Sanitation	2/11/21	\$231.65
EFT0001588	FOSTER SERVICES/822498 ONT INC	2/11/21	\$1,186.50
EFT0001589	FOXTON FUELS LIMITED	2/11/21	\$498.11

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
EFT0001590	Harold Jones Enterprises	2/11/21	\$67.62
EFT0001591	Hort Manufacturing (1986) Ltd.	2/11/21	\$305.26
EFT0001592	Ideal Supply Inc.	2/11/21	\$335.87
EFT0001593	J J McLellan & Son	2/11/21	\$1,180.85
EFT0001594	Kraemer LLP	2/11/21	\$1,670.29
EFT0001595	K Smart Associates Limited	2/11/21	\$14,016.03
EFT0001596	Lystek International Inc.	2/11/21	\$2,479.82
EFT0001597	Maple Lane Farm Service Inc.	2/11/21	\$908.85
EFT0001598	Mississauga Bus Coach & Truck R	2/11/21	\$176.10
EFT0001599	North Wellington Liftruck Ltd.	2/11/21	\$141.19
EFT0001600	North Wellington Co-op Service	2/11/21	\$778.77
EFT0001601	Officer's Auto Care Inc.	2/11/21	\$76.75
EFT0001602	OSIM Inc.	2/11/21	\$79.10
EFT0001603	PETRO-CANADA	2/11/21	\$4,003.87
EFT0001604	R&R Pet Paradise	2/11/21	\$2,263.72
EFT0001605	Reeves Construction Ltd	2/11/21	\$330.53
EFT0001606	ROBERTS FARM EQUIPMENT	2/11/21	\$3,105.33
EFT0001607	Spacesaver Solutions Inc.	2/11/21	\$112.10
EFT0001608	Stephen Hale	2/11/21	\$1,452.05
EFT0001609	Town of Minto	2/11/21	\$466.40
EFT0001610	Viking Cives Ltd	2/11/21	\$90.87
EFT0001611		2/11/21	\$146.95
EFT0001612	Wellington North Power	2/11/21	\$9,702.37
EFT0001613	WJF Instrumentation (1990) Ltd	2/11/21	\$367.25
<b>Total Amount of Cheques:</b>			<b>\$229,139.51</b>



## Staff Report

**To:** Mayor and Members of Council  
Meeting of February 22, 2021

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

**Subject:** Report TR2021-003 Being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Template Review

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive for information Report TR 2021-003 being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Review.

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

N/A

### BACKGROUND

The Ministry of Municipal Affairs and Housing reviews each municipality's financial performance using key financial indicators in relation to established provincial thresholds.

The indicators have been grouped according to two categories, Sustainability and Flexibility. These groupings align the indicators with the Public Sector Accounting Boards definitions. The indicators have also been updated to become more representative of the Township's overall financial situation.

Financial indicators are an important but incomplete litmus test of municipal financial health.

Full report attached herein for council consideration.

### FINANCIAL CONSIDERATIONS

When looking at the Township of Wellington North, all indicators are a "Low" challenge except for "Asset Consumption Ratio" and "Debt Servicing Cost as a % of Total Revenues", which are currently rated as "Moderate" challenge – similar to that of prior year.

Based on my review, I interpret these 'Moderate challenge' results as follows:

**Asset Consumption Ratio** – This is a ratio which effectively measures the age of the municipality's physical assets. This indicates that the Township of Wellington North's asset

base is older compared to other southern, lower tier counties of rural majority. While TWN's ratio is currently at 55.5%, against an average of 47.4%, it should be noted that these metrics are solely based on closing amortization against cost. Both measures which are predicated on the PSAB 3150 requirements of 2009 and indexed / amortized accordingly, thus should not be taken as definitive, but merely an estimate. There is a significant amount of work to be done relative to our asset management and long-term financial reporting (by way of assessments and valuations) that will result in more credible metrics downstream.

**Debt Servicing Cost** – This is a measure that indicates how past borrowings encumber usage of current year budget revenues. The Township of Wellington North is currently sitting at 6.5% compared to an average of 3.8%. Current debt servicing costs are directly correlated to borrowings to support the construction of the Mount Forest Sewage Plant and Arena facilities which represent an annual draw (2019) on operating revenues north of ~\$1,460,000. Looking forward, the Township will be taking on \$5M in debt that was tied to the FCM Green Municipal Fund grant associated with the Arthur Wastewater Treatment Plant Upgrades, and serviced one remaining principal payment of significance in 2020 which will perpetuate this metric in the short term; however, the expectation would be (all things being equal), that this metric would be marginally improved by 2021 as all debt issues with bullet payment requirements will have been satisfied.

**Other items to consider – Top 20 in '20 initiatives correlated to the above commentary:**

Item # 6 – Development of a county-wide coordinated investment strategy and management approach – potential to offset debt servicing costs.

Item # 16 – Establish county-wide Asset Management service delivery approach – potential to have an impact on asset consumption ratio, and long-term financial planning for the Township.

**ATTACHMENTS**

2019 Financial Information Review conducted by MMAH.

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

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

# FINANCIAL INDICATOR REVIEW

(Based on 2019 Financial Information Return)

## Wellington North Tp

Date Prepared:	01-Feb-21	2019 Households:	4,870	Median Household Income:	63,712
MSO Office:	Western	2019 Population:	12,810	Taxable Residential Assessment as a	
Prepared By:	Megan Flaherty	2020 MFCI Index:	5.1	% of Total Taxable Assessment:	66.8%
Tier:	LT			Own Purpose Taxation:	7,783,290

## SUSTAINABILITY INDICATORS

Indicator	Ranges	Actuals	South - LT - Counties - Rural		Level of Risk	
			Median	Average		
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2015	7.5%	10.1%	10.8%	LOW
		2016	7.9%	9.2%	10.3%	LOW
		2017	8.0%	8.6%	9.8%	LOW
		2018	5.1%	7.6%	8.9%	LOW
		2019	4.7%	7.2%	8.0%	LOW
Net Financial Assets or Net Debt as a % of Own Source Revenues	Low: > -50% Mod: -50% to -100% High: < -100%	2015	103.3%	31.8%	30.2%	LOW
		2016	123.7%	38.6%	36.3%	LOW
		2017	138.8%	47.2%	40.1%	LOW
		2018	152.5%	42.7%	41.6%	LOW
		2019	165.2%	58.9%	52.3%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2015	110.4%	54.7%	61.2%	LOW
		2016	109.5%	58.9%	65.2%	LOW
		2017	108.8%	61.9%	68.6%	LOW
		2018	127.5%	64.0%	71.5%	LOW
		2019	84.0%	75.5%	79.8%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2015	8.39:1	3.02:1	4.24:1	LOW
		2016	8.53:1	3.25:1	4.25:1	LOW
		2017	9.22:1	3.24:1	4.59:1	LOW
		2018	7.77:1	3.44:1	4.76:1	LOW
		2019	7.41:1	5.19:1	5.94:1	LOW

## FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	Low: < 5% Mod: 5% to 10% High: >10%	2015	8.5%	2.4%	3.4%	MODERATE
		2016	8.1%	2.6%	3.3%	MODERATE
		2017	8.2%	2.7%	3.3%	MODERATE
		2018	8.4%	2.5%	3.1%	MODERATE
		2019	6.5%	2.8%	3.8%	MODERATE
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2015	52.6%	42.0%	44.0%	MODERATE
		2016	53.4%	42.3%	44.7%	MODERATE
		2017	54.2%	43.8%	45.5%	MODERATE
		2018	54.4%	43.7%	46.0%	MODERATE
		2019	55.5%	46.2%	47.4%	MODERATE
Annual Surplus / (Deficit) as a % of Own Source Revenues	Low: > -1% Mod: -1% to -30% High: < -30%	2015	18.0%	6.0%	9.0%	LOW
		2016	20.3%	8.4%	9.4%	LOW
		2017	16.0%	11.4%	12.8%	LOW
		2018	26.9%	12.5%	13.9%	LOW
		2019	40.3%	19.0%	23.6%	LOW

The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

(Based on 2019 Financial Information Return)

## Wellington North Tp

## NOTES

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

## Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.  
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

*Additional Notes on what Financial Indicators may indicate:*

**Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied** - Shows how much of the taxes billed are not collected.

**Net Financial Assets or Net Debt as % of Own Source Revenues** - Indicates how much property tax and user fee revenue is servicing debt.

**Reserves and Reserve Funds as a % of Municipal Expenses** - Indicates how much money is set aside for future needs and contingencies.

**Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)** - Indicates how much cash and liquid investments could be available to cover current obligations.

**Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)** - Indicates how much of each dollar raised in revenue is spent on paying down existing debt.

**Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)** - Indicates how much of the assets' life expectancy has been consumed.

**Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues** - Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (e.g. reserves, debt repayment, etc.)

**The Northern and Rural Municipal Fiscal Circumstances Index (MFICI)** is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFICI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFICI corresponds to relatively positive fiscal circumstances, whereas a higher MFICI corresponds to more challenging fiscal circumstances. (Note: the MFICI index is only available for northern and rural municipalities)

# FINANCIAL INDICATOR REVIEW

(Based on 2019 Financial Information Return)

Wellington North Tp

## CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	$\text{SLC 70 0699 01} / (\text{SLC 26 9199 03} - \text{SLC 72 2899 09})$
Net Financial Assets or Net Debt as % of Own Source Revenues	$\text{SLC 70 9945 01} / (\text{SLC 10 9910 01} - \text{SLC 10 0699 01} - \text{SLC 10 0899 01} - \text{SLC 10 1098 01} - \text{SLC 10 1099 01} - \text{SLC 10 1811 01} - \text{SLC 10 1812 01} - \text{SLC 10 1813 01} - \text{SLC 10 1814 01} - \text{SLC 10 1830 01} - \text{SLC 10 1831 01} - \text{SLC 12 1850 04})$
Total Reserves and Reserve Funds as a % of Municipal Expenses	$(\text{SLC 60 2099 02} + \text{SLC 60 2099 03}) / (\text{SLC 40 9910 11} - \text{SLC 12 9910 03} - \text{SLC 12 9910 07})$
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	$\text{SLC 70 0299 01} / (\text{SLC 70 2099 01} + \text{SLC 70 2299 01})$
Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	$(\text{SLC 74 3099 01} + \text{SLC 74 3099 02}) / (\text{SLC 10 9910 01} - \text{SLC 10 1831 01})$
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	$\text{SLC 51 9910 10} / \text{SLC 51 9910 06}$
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	$(\text{SLC 10 2099 01} - \text{SLC 10 1831 01}) / (\text{SLC 10 9910 01} - \text{SLC 10 0699 01} - \text{SLC 10 0899 01} - \text{SLC 10 1098 01} - \text{SLC 10 1099 01} - \text{SLC 10 1811 01} - \text{SLC 10 1812 01} - \text{SLC 10 1813 01} - \text{SLC 10 1814 01} - \text{SLC 10 1830 01} - \text{SLC 10 1831 01} - \text{SLC 12 1850 04})$

# MUNICIPAL FINANCIAL PROFILES

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2019 FIR Load Status:	Accepted Clean
Last Updated:	August 24, 2020

2019 Households:	4,870
2019 Population:	12,810
2020 MFCI Index: <sup>*8</sup>	5.1

Median Household Income (2016) : <sup>*4</sup>	63,712
2020 Annual Repayment Limit:	2,091,866
Borrowing Capacity 7% over 10 yrs:	14,692,393

### STATISTICAL INFORMATION

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
						Population <sup>*3</sup>	12,400				
Households <sup>*3</sup>	4,612	4,839	4,690	4,790	4,870	3,347	14,256	1.7%	2.1%	-3.1%	4.9%
Municipal Expenses <sup>*7</sup>	\$ 13,685,002	\$ 14,197,790	\$ 15,106,794	\$ 15,943,374	\$ 16,110,594	\$ 10,696,058	\$ 115,967,635	1.0%	5.5%	6.4%	3.7%
Own Source Revenues	\$ 13,697,862	\$ 14,369,450	\$ 14,400,677	\$ 14,897,273	\$ 15,415,226	\$ 9,878,403	\$ 95,892,123	3.5%	3.4%	0.2%	4.9%
Own Source Revenue per Household	\$ 2,970	\$ 2,970	\$ 3,071	\$ 3,110	\$ 3,165	\$ 3,078	\$ 3,691	1.8%	1.3%	3.4%	0.0%
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	84.2%	83.4%	82.2%	74.2%	68.7%	73.3%	70.8%	-7.5%	-9.7%	-1.5%	-1.0%
Total Revenues	\$ 16,267,174	\$ 17,229,903	\$ 17,521,971	\$ 20,068,856	\$ 22,447,105	\$ 13,010,369	\$ 136,622,536	11.9%	14.5%	1.7%	5.9%
Annual Repayment Limit	\$ 2,092,653	\$ 2,136,786	\$ 2,197,092	\$ 2,328,817	\$ 2,367,948	\$ 2,162,431	\$ 16,073,945	1.7%	6.0%	2.8%	2.1%
Own Purpose Taxation	\$ 6,789,233	\$ 7,079,175	\$ 7,284,563	\$ 7,380,830	\$ 7,783,290	\$ 6,219,463	\$ 53,102,027	5.5%	1.3%	2.9%	4.3%
Direct Water Billings as % of Gross Water Expenditures	160.5%	156.7%	165.2%	166.2%	160.3%	73.7%	62.5%				
Taxable Res. Assessment as a % of Total Taxable Assessment	68.3%	67.5%	67.0%	67.2%	66.8%	80.8%	78.3%				

### DISCOUNTED WEIGHTED ASSESSMENT <sup>\*1</sup> (Source: Financial Information Return)

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:	
						South - LT - Counties -Rural	PROVINCE
						Taxable	1,225,921,021
PIL	14,945,569	15,616,655	14,940,769	15,193,385	15,645,308	14,001,051	105,259,147
Total	1,240,866,590	1,297,658,742	1,379,346,219	1,458,448,098	1,556,995,544	1,076,940,382	7,652,244,021

# MUNICIPAL FINANCIAL PROFILES

060

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2019 FIR Load Status:	Accepted Clean
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2019 Population:	12,810
2020 MFCI Index: <sup>*8</sup>	5.1

Median Household Income (2016) : <sup>*4</sup>	63,712
2020 Annual Repayment Limit:	2,091,866
Borrowing Capacity 7% over 10 yrs:	14,692,393

### RESIDENTIAL TAXES

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
# of Residential Households	4,262	4,285	4,298	4,362	4,404	3,440	11,624	1.0%	1.5%	0.3%	0.5%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,239	\$ 2,279	\$ 2,365	\$ 2,384	\$ 2,456	\$ 2,338	\$ 2,392	3.0%	0.8%	3.8%	1.8%
Avg Total Property Taxes per Avg Residential Household	\$ 2,603	\$ 2,640	\$ 2,727	\$ 2,742	\$ 2,812	\$ 2,729	\$ 2,781	2.5%	0.5%	3.3%	1.4%
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	4.5%	4.1%	4.3%	4.3%	4.4%	3.9%	4.2%				
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	4,237	4,260	4,274	4,338	4,382	2,799	11,156	1.0%	1.5%	0.3%	0.5%
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	\$ 2,241	\$ 2,281	\$ 2,366	\$ 2,385	\$ 2,456	\$ 2,321	\$ 2,371	3.0%	0.8%	3.7%	1.8%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	\$ 2,605	\$ 2,642	\$ 2,728	\$ 2,743	\$ 2,812	\$ 2,708	\$ 2,754	2.5%	0.6%	3.3%	1.4%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	4.5%	4.1%	4.3%	4.3%	4.4%	3.8%	4.2%				

### RESIDENTIAL TAX RATES <sup>\*2</sup> (Source: Financial Information Return)

	2015	2016	2017	2018	2019	19/18 %	18/17 %	17/16 %	16/15 %
Lower / Single-Tier General Rate	0.0052950	0.0052656	0.0051209	0.0049276	0.0048175	-2.2%	-3.8%	-2.7%	-0.6%
Upper-Tier General Rate	0.0064899	0.0064278	0.0064027	0.0062786	0.0061751	-1.6%	-1.9%	-0.4%	-1.0%
Education Rate	0.0019500	0.0018800	0.0017900	0.0017000	0.0016100	-5.3%	-5.0%	-4.8%	-3.6%

### TAXES RECEIVABLE

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
Total Taxes Receivable less Allowance for Uncollectibles	\$ 1,371,026	\$ 1,493,994	\$ 1,571,340	\$ 1,027,207	\$ 1,005,584	\$ 979,943	\$ 3,539,420	-2.1%	-34.6%	5.2%	9.0%
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	7.5%	7.9%	8.0%	5.1%	4.7%	8.5%	9.0%				
Current Year Taxes Receivable as % of Total Taxes Receivable	56.3%	52.7%	58.7%	65.1%	70.5%	56.2%	56.9%				
Working Fund Reserves & Contingency Funds as % of Current Yr Taxes Rec.	77.7%	102.5%	84.6%	238.4%	222.1%	232.1%	290.5%				
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	33.9%	36.1%	31.6%	26.4%	21.6%	32.8%	32.1%				

# MUNICIPAL FINANCIAL PROFILES

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

061

Date Prepared: 

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MSO Office: 

Western
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Prepared By: 

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2019 FIR Load Status: 

Accepted Clean
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Last Updated: 

August 24, 2020
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2019 Households: 

4,870
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2019 Population: 

12,810
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2020 MFCI Index: <sup>\*8</sup>

5.1
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Median Household Income (2016) : <sup>\*4</sup>

63,712
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2020 Annual Repayment Limit: 

2,091,866
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Borrowing Capacity 7% over 10 yrs: 

14,692,393
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### GRANTS

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
Total Unconditional Grants	\$ 1,088,700	\$ 1,176,200	\$ 1,379,700	\$ 1,317,000	\$ 1,296,800	\$ 1,152,304	\$ 1,343,775	-1.5%	-4.5%	17.3%	8.0%
Ontario Municipal Partnership Fund	\$ 1,088,700	\$ 1,176,200	\$ 1,379,700	\$ 1,317,000	\$ 1,296,800	\$ 1,011,738	\$ 1,180,269	-1.5%	-4.5%	17.3%	8.0%
As a % of Municipal Expenses	8.0%	8.3%	9.1%	8.3%	8.0%	10.7%	10.0%				
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,565	\$ 163,506	0.0%	0.0%	0.0%	0.0%
Total Ontario Conditional Grants	\$ 1,405,819	\$ 1,211,932	\$ 948,299	\$ 2,033,023	\$ 1,774,855	\$ 944,842	\$ 21,260,497	-12.7%	114.4%	-21.8%	-13.8%
As a % of Municipal Expenses	10.3%	8.5%	6.3%	12.8%	11.0%	12.3%	16.1%				
Total Ontario Conditional and Unconditional Grants											
As a % of Municipal Expenses	18.2%	16.8%	15.4%	21.0%	19.1%	19.6%	19.5%				

### TOTAL DEBT BURDEN

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
Total Debt Burden	\$ 7,263,752	\$ 6,225,301	\$ 5,115,347	\$ 3,656,692	\$ 2,399,468	\$ 3,517,436	\$ 55,926,197	-34.4%	-28.5%	-17.8%	-14.3%
Per Household	\$ 1,575	\$ 1,286	\$ 1,091	\$ 763	\$ 493	\$ 1,083	\$ 1,370	-35.5%	-30.0%	-15.2%	-18.3%
Debt Servicing Cost	\$ 1,376,553	\$ 1,391,617	\$ 1,433,478	\$ 1,676,616	\$ 1,460,145	\$ 474,323	\$ 5,575,292	-12.9%	17.0%	3.0%	1.1%
Per Household	\$ 298	\$ 288	\$ 306	\$ 350	\$ 300	\$ 145	\$ 180	-14.3%	14.5%	6.3%	-3.6%
As a % of Municipal Expenses	10.1%	9.8%	9.5%	10.5%	9.1%	4.0%	3.9%				
As a % of Own Purpose Taxation	20.3%	19.7%	19.7%	22.7%	18.8%	7.4%	7.5%				
As a % of Own Source Revenue	10.0%	9.7%	10.0%	11.3%	9.5%	4.4%	4.5%				
As a % of Total Revenues (Less Donated TCAs)	8.5%	8.1%	8.2%	8.4%	6.5%	3.2%	3.3%				
Debt Service Coverage Ratio (Target: Ratio >= 2)	5	6	5	6	8	41	39				

# MUNICIPAL FINANCIAL PROFILES

062

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MISO Office:	Western
Prepared By:	

2019 FIR Load Status:	Accepted Clean
Last Updated:	August 24, 2020

2019 Households:	4,870
2019 Population:	12,810
2020 MFCI Index: <sup>*8</sup>	5.1

Median Household Income (2016) : <sup>*4</sup>	63,712
2020 Annual Repayment Limit:	2,091,866
Borrowing Capacity 7% over 10 yrs:	14,692,393

### LIABILITIES (Including Post-Employment Benefits)

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
						Temp. Loans for Current Purposes as % of Municipal Expenses	0.0%				
Post-Employment Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,567	\$ 21,624,173	0.0%	0.0%	0.0%	0.0%
Total Reserves and Reserve Funds for Post-Employment Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,497	\$ 3,543,196	0.0%	0.0%	0.0%	0.0%

### RESERVES AND RESERVE FUNDS

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
						Total Reserves	\$ 9,466,646				
Total Discretionary Reserve Funds	\$ 5,638,889	\$ 5,305,770	\$ 5,933,456	\$ 18,347,090	\$ 11,587,510	\$ 3,056,085	\$ 33,529,430	-36.8%	209.2%	11.8%	-5.9%
Total Reserves and Discretionary Reserve Funds	\$ 15,105,535	\$ 15,552,995	\$ 16,443,223	\$ 20,334,436	\$ 13,538,900	\$ 8,692,249	\$ 59,218,212	-33.4%	23.7%	5.7%	3.0%
Per Household	\$ 3,275	\$ 3,214	\$ 3,506	\$ 4,245	\$ 2,780	\$ 2,671	\$ 2,711	-34.5%	21.1%	9.1%	-1.9%
As a % of Total Taxes Receivable	1101.8%	1041.0%	1046.4%	1979.6%	1346.4%	1326.9%	1104.5%				
As a % of Municipal Expenses	110.4%	109.5%	108.8%	127.5%	84.0%	77.4%	65.1%				
As a % of Own Purpose Taxation	222.5%	219.7%	225.7%	275.5%	173.9%	135.7%	118.4%				

### FINANCIAL ASSETS

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
						Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	87.0%				
Net Financial Assets or Net Debt as % of Own Source Revenues	103.3%	123.7%	138.8%	152.5%	165.2%	48.4%	47.4%				
Net Working Capital as a % of Municipal Expenses	148.4%	161.7%	162.6%	159.3%	152.2%	80.7%	65.8%				
Net Book Value of Capital Assets as a % of Cost of Capital Assets	47.8%	46.8%	45.9%	45.0%	46.3%	53.7%	53.9%				
Asset Sustainability Ratio (Target: > 90%)	35.3%	102.6%	108.3%	164.8%	60.1%	177.4%	187.0%				
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	52.6%	53.4%	54.2%	54.4%	55.5%	46.6%	46.5%				

# MUNICIPAL FINANCIAL PROFILES

063

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared: 

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 MSO Office: 

Western
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 Prepared By: 

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 Last Updated: 

August 24, 2020
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4,870
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 2019 Population: 

12,810
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5.1
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Median Household Income (2016) : <sup>\*4</sup>

63,712
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 2020 Annual Repayment Limit: 

2,091,866
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 Borrowing Capacity 7% over 10 yrs: 

14,692,393
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### SURPLUS / DEFICIT

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:		19/18 %	18/17 %	17/16 %	16/15 %
						South - LT - Counties -Rural	PROVINCE				
						Annual Surplus / (Deficit) (Less Donated TCAs)	\$ 2,464,582				
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	\$ 5,959,511	\$ 6,444,098	\$ 6,319,831	\$ 7,545,473	\$ 10,246,081	\$ 3,798,063	\$ 27,127,245	35.8%	19.4%	-1.9%	8.1%
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	18.0%	20.3%	16.0%	26.9%	40.3%	23.5%	25.3%				
Current Ratio (Target: >= 100%)	988.0%	1021.4%	1082.0%	915.3%	851.6%	726.0%	640.5%				

### OTHER INDICATORS

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:	
						South - LT - Counties -Rural	PROVINCE
						Rates Coverage Ratio (Target: >=40%)	89.9%
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	8.39:1	8.53:1	9.22:1	7.77:1	7.41:1	5.47:1	4.79:1
Operating Balance as a % of Total Revenues (Less Donated TCAs) <sup>*5</sup>	15.2%	16.9%	13.1%	20.0%	27.6%	15.9%	16.2%
Cumulative Annual Growth Rate <sup>*6</sup>	5.0%	3.4%	1.8%	2.1%	4.9%	3.6%	3.5%
Interest Payments as a % of Total Revenues (Less Donated TCAs)	2.4%	2.0%	1.8%	1.1%	0.7%	0.8%	0.8%

# MUNICIPAL FINANCIAL PROFILES

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

064

Date Prepared: 

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Western
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Prepared By: 

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14,692,393
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### VULNERABILITY MEASURES

	2015	2016	2017	2018	2019	2019 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE				
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	84.2%	83.4%	82.2%	74.2%	68.7%	73.3%	70.8%	-7.5%	-9.7%	-1.5%	-1.0%
Own Source Revenue per Household	\$ 2,970	\$ 2,970	\$ 3,071	\$ 3,110	\$ 3,165	\$ 3,078	\$ 3,691	1.8%	1.3%	3.4%	0.0%
Avg Municipal Property Taxes Per Avg Residential Household as a % of Median Household Income (Tax Effort)	\$ 2,239	\$ 2,279	\$ 2,365	\$ 2,384	\$ 2,456	\$ 2,338	\$ 2,392	3.0%	0.8%	3.8%	1.8%
	4.5%	4.1%	4.3%	4.3%	4.4%	3.9%	4.2%				

### SUPPLEMENTARY INDICATORS OF SUSTAINABILITY, FLEXIBILITY AND VULNERABILITY

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4:

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider, at a minimum, the elements of sustainability, flexibility and vulnerability.
- Vulnerability in this context may be seen as the degree to which a municipality is dependent on sources of funding outside its control or influence or is exposed to risks that could impair its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Vulnerability is an important element of financial condition because it provides insights into a municipality's reliance on funding sources outside its direct control or influence and its exposure to risks. A municipality whose vulnerability is relatively low has greater control over its financial condition.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

#### ADDITIONAL NOTES ON WHAT FINANCIAL MEASURES MAY INDICATE:

##### Own Source Revenue as a % of Total Revenues (Less TCAs)

Indicates the extent to which a municipality has a high proportion of revenues for its own sources, reducing its impact to a change in transfers from other levels of government.

##### Own Source Revenue per Household

Indicates the demand for resources and the municipality's ability and willingness to provide resources.

##### Average Municipal Property Taxes per Average Residential Household

Indicates the level of taxes on residential households for municipal purposes.

##### Average Municipal Property Taxes per Average Residential Household as a % of Average Household Income

Indicates the portion of a ratepayer's income used to pay municipal property taxes.

# MUNICIPAL FINANCIAL PROFILES

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

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\*\*\*\*\*  
*The data and information contained in this document is for informational purposes only. Any use of the data and information in this document should be done by qualified individuals.  
 This information is not intended to be used on its own and should be used in conjunction with other financial information and resources available.*  
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### NOTES

- 1\* 2015 and 2016 assessment use phase-in assessment based on 2012 property values. 2017 , 2018 and 2019 assessment uses phase-in assessment based on 2016 property values.
- 2\* Average tax rates are calculated where necessary when amalgamations occur.
- 3\* Household and Population data are as reported by the municipality on Schedule 02 of the FIR.
- 4\* Median Household Income - Source: Statistics Canada - 2016 Census - File: 98-402-X2016006-t1-CSD-ENG.
- 5\* Total Revenues include revenues from other municipalities.
- 6\* The Cumulative Annual Growth Rate has been measured over a three year period. Infrastructure Ontario uses a five year period.
- 7\* Total Municipal Expenses exclude amounts for other municipalities
- 8\* MFCI index - Source: Ministry of Finance. This index is available for northern and rural municipalities only.

### NUMBER OF MUNICIPALITIES IN COMPARISON GROUPS

	South - LT - Counties -Rural	Province
2015	148	444
2016	148	444
2017	148	444
2018	148	444
2019	132	403

# MUNICIPAL FINANCIAL PROFILES

066

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MISO Office:	Western
Prepared By:	

2019 FIR Load Status:	Accepted Clean
Last Updated:	August 24, 2020

2019 Households:	4,870
2019 Population:	12,810
2020 MFICI Index: <sup>*8</sup>	5.1

Median Household Income (2016) : <sup>*4</sup>	63,712
2020 Annual Repayment Limit:	2,091,866
Borrowing Capacity 7% over 10 yrs:	14,692,393

### CALCULATIONS

### STATISTICAL INFORMATION

Population <sup>*3</sup> Households <sup>*3</sup> Municipal Expenses <sup>*7</sup> Own Source Revenues  Own Source Revenue per Household Own Source Revenue as a % of Total Revenues (Less Donated TCAs) Total Revenues Annual Repayment Limit  Own Purpose Taxation Direct Water Billings as % of Gross Water Expenditures Taxable Res. Assessment as a % of Total Taxable Assessment	SLC 02 0041 01 SLC 02 0040 01 SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07 SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04 Own Source Revenues / SLC 02 0040 01 Own Source Revenues / (SLC 10 9910 01 - SLC 10 1831 01) SLC 10 9910 01 The annual repayment limit is calculated annually as per Ontario regulation 403/02. To view the full calculation of the annual repayment limit, please go to the FIR website. <a href="https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm">https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm</a> ARLs for all municipalities (except the City of Toronto) are posted here as they are made available. SLC 10 0299 01 (SLC 12 0831 04 + SLC 12 0832 04) / (SLC 40 0831 11 + SLC 40 0832 11) SLC 26 0010 17 / SLC 26 9199 17
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### DISCOUNTED WEIGHTED ASSESSMENT <sup>\*1</sup> (Source: Financial Information Return)

Taxable PIL Total	SLC 26 9199 17 SLC 26 9299 17 SLC 26 9199 17 + SLC 26 9299 17
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### RESIDENTIAL TAXES

# of Residential Households Avg Municipal Property Taxes Per Avg Residential Household Avg Total Property Taxes per Avg Residential Household Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)  # of Residential Households Excluding Recreational Properties (Excl. RDUs) Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs) Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	Residential CVA and corresponding household counts are provided by OPTA (excludes the City of Toronto). Residential assessment includes: Single Family, 2 - 6 Units, Farm Residential and Recreational (where included). Note: does not include vacant land.  If labeled (Excl. RDUs) Recreational units are excluded.  An average household assessment is calculated by taking the sum of the CVA for these residential groups divided by the corresponding households.  An estimated tax rate for each tier (i.e. lower tier, upper tier and school) is applied to the average household assessment to calculate the averages taxes per household by tier. (the estimated tax rates are provided by OPTA).
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# MUNICIPAL FINANCIAL PROFILES

067

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MISO Office:	Western
Prepared By:	

2019 FIR Load Status:	Accepted Clean
Last Updated:	August 24, 2020

2019 Households:	4,870
2019 Population:	12,810
2020 MFCI Index: <sup>*8</sup>	5.1

Median Household Income (2016) : <sup>*4</sup>	63,712
2020 Annual Repayment Limit:	2,091,866
Borrowing Capacity 7% over 10 yrs:	14,692,393

### RESIDENTIAL TAX RATES <sup>\*2</sup> (Source: Financial Information Return)

Lower / Single-Tier General Rate	SLC 22 0010 12 / SLC 22 0010 16
Upper-Tier General Rate	SLC 22 0010 13 / SLC 22 0010 16
Education Rate	SLC 22 0010 14 / SLC 22 0010 16

### TAXES RECEIVABLE

Total Taxes Receivable less Allowance for Uncollectibles	SLC 70 0699 01
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)
Current Year Taxes Receivable as % of Total Taxes Receivable	SLC 70 0610 01 / (SLC 70 0690 01 + SLC 70 0699 01)
Working Fund Reserves & Contingency Funds as % of Current Yr Taxes Rec.	(SLC 60 5010 02 + SLC 60 5020 03) / SLC 70 0610 01
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	(SLC 70 0620 01 + SLC 70 0630 01) / (SLC 70 0699 01 + SLC 70 0690 01)

### GRANTS

Total Unconditional Grants	SLC 10 0699 01
Ontario Municipal Partnership Fund	SLC 10 0620 02
As a % of Municipal Expenses	SLC 10 0620 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Other	SLC 10 0699 01 - SLC 10 0620 01
Total Ontario Conditional Grants	SLC 10 0810 01 + SLC 10 0815 01
As a % of Municipal Expenses	(SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Total Ontario Conditional and Unconditional Grants	
As a % of Municipal Expenses	(SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)

### TOTAL DEBT BURDEN

Total Debt Burden	SLC 74 9910 01
Per Household	SLC 74 9910 01 / SLC 02 0040 01
Debt Servicing Cost	SLC 74 3099 01 + SLC 74 3099 02
Per Household	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 02 0040 01
As a % of Municipal Expenses	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 10 0299 01
As a % of Own Source Revenue	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
As a % of Total Revenues (Less Donated TCAs)	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)
Debt Service Coverage Ratio (Target: Ratio >= 2)	(SLC 10 9910 01 - SLC 40 9910 11 + SLC 40 9910 02 + SLC 40 9910 16) / (SLC 74 3099 01 + SLC 74 3099 02)

# MUNICIPAL FINANCIAL PROFILES

068

(Based on 2019 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared: 

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 MSO Office: 

Western
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 Prepared By: 

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2019 FIR Load Status: 

Accepted Clean
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 Last Updated: 

August 24, 2020
-----------------

2019 Households: 

4,870
-------

  
 2019 Population: 

12,810
--------

  
 2020 MFCI Index: <sup>78</sup>

5.1
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Median Household Income (2016) : <sup>74</sup>

63,712
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 2020 Annual Repayment Limit: 

2,091,866
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 Borrowing Capacity 7% over 10 yrs: 

14,692,393
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### LIABILITIES (Including Post-Employment Benefits)

Temp. Loans for Current Purposes as % of Municipal Expenses SLC 70 2010 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)  
 Post-Employment Benefits SLC 70 2899 01  
 Total Reserves and Reserve Funds for Post-Employment Benefits SLC 60 5060 02 + SLC 60 5060 03 + SLC 60 5070 02 + SLC 60 5070 03 + SLC 60 5080 02 + SLC 60 5080 03 + SLC 60 5090 02 + SLC 60 5090 03

### RESERVES AND RESERVE FUNDS

Total Reserves SLC 60 2099 03  
 Total Discretionary Reserve Funds SLC 60 2099 02  
 Total Reserves and Discretionary Reserve Funds SLC 60 2099 02 + SLC 60 2099 03  
 Per Household (SLC 60 2099 02 + SLC 60 2099 03) / SLC 02 0040 01  
 As a % of Total Taxes Receivable (SLC 60 2099 02 + SLC 60 2099 03) / (SLC 70 0699 01 + SLC 70 0690 01)  
 As a % of Municipal Expenses (SLC 60 2099 02 + SLC 60 2099 03) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)  
 As a % of Own Purpose Taxation (SLC 60 2099 02 + SLC 60 2099 03) / SLC 20 0299 01

### FINANCIAL ASSETS

Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs) SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 1831 01)  
 Net Financial Assets or Net Debt as % of Own Source Revenues SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)  
 Net Working Capital as a % of Municipal Expenses (SLC 70 0299 02 + SLC 70 0499 01 + SLC 70 0699 01 + SLC 70 0830 01 + SLC 70 0835 01 + SLC 70 6250 01 + SLC 70 6260 01 + SLC 70 2010 01 + SLC 70 2299 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)  
 Net Book Value of Capital Assets as a % of Cost of Capital Assets (SLC 70 6210 01 - SLC 51 2005 11 - SLC 51 2205 11) / (SLC 51 9910 06 - SLC 51 2005 11 - SLC 51 2205 11)  
 Asset Sustainability Ratio (Target: > 90%) SLC 51 9910 03 / SLC 51 9910 08  
 Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) SLC 51 9910 10 / SLC 51 9910 06

### SURPLUS / DEFICIT

Annual Surplus / (Deficit) (Less Donated TCAs) SLC 10 2099 01 - SLC 10 1831 01  
 Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09 SLC 10 2099 01 - SLC 10 1831 01 + SLC 40 9910 16 + (SLC 70 2799 01 (CY) - SLC 70 2799 01 (PY)) + (SLC 70 2899 01 (CY) - SLC 70 2899 01 (PY)) - SLC 74 3099 01 (CY = CURRENT YEAR, PY = PREVIOUS YEAR)  
 Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues (SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)  
 Current Ratio (Target: >= 100%) (SLC 70 9930 01 - SLC 70 0829 01 - SLC 70 0845 01 - SLC 70 0898 01) / (SLC 70 2099 01 + SLC 70 2299 01)

### OTHER INDICATORS

Rates Coverage Ratio (Target: >=40%) (SLC 10 0299 01 + SLC 10 1299 01 + SLC 10 1880 01 + SLC 10 1885 01) / SLC 40 9910 01  
 Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)  
 Operating Balance as a % of Total Revenues (Less Donated TCAs)<sup>75</sup> (SLC 10 9910 01 - SLC 40 9910 07) / (SLC 10 9910 01 - SLC 10 1831 01)  
 Cumulative Annual Growth Rate <sup>76</sup> ((SLC 10 9910 01 (CY) / SLC 10 9910 01 (CY - 3) ^ (1/3) - 1) - ((SLC 40 9910 07 (CY) / SLC 40 9910 07 (CY - 3) ^ (1/3) - 1))  
 Interest Payments as a % of Total Revenues (Less Donated TCAs) SLC 74 2099 02 / (SLC 10 9910 01 - SLC 10 1831 01)



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council  
Meeting of February 22, 2021

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

**Subject:** Report TR2021-004 Being a report on 2020 Council Remuneration

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report TR 2021-004 being a report on 2020 Council Remuneration for information.

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

N/A

### BACKGROUND

The Municipal Act, 2001, c. 25 requires that the treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement of remuneration and expenses paid to each member of Council in the previous year.

Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020 provides a breakdown of activities.

### FINANCIAL CONSIDERATIONS

Cumulatively, Council remuneration and expenditures for 2020 were below budgeted amounts.

It should also be noted that during 2020, considering the COVID-19 global pandemic, a special provision was recommended by staff, and approved by Council, that enabled members of council to access up to \$1,500 each from the Provincial Safe Restart Funding allocation for the Township to address unique remote working challenges. These items are viewed as unique and have not been included in the calculations of the 2020 Council Remuneration report or supporting schedule.

<b>ATTACHMENTS</b>
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Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020 provides a breakdown of activities.

<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>
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<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>
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**Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020**

**TOWNSHIP OF WELLINGTON NORTH, COUNTY OF WELLINGTON - MUNICIPAL ACT S.O. 2001,  
AS AMENDED, CHAPTER 25, SECTION 284.**

NAME	COUNCIL PER DIEM	OTHER MEETINGS	BENEFITS (CPP, EHT)	CONVENTIONS & SEMINARS	TELEPHONE & INTERNET	TRAVEL EXPENSE	TOTAL REMUNERATION AND EXPENSES
Andy Lennox, Mayor	27,513.00	0.00	1,797.18	574.94	272.68	720.42	30,878.22
Sherry Burke, Councillor	17,323.00	0.00	1,063.51	1,418.01	602.39	720.42	21,127.33
Lisa Hern, Councillor	17,323.00	0.00	1,063.51	671.65	919.93	720.42	20,698.51
Steve McCabe, Councillor	17,323.00	0.00	1,063.51	631.30	797.89	720.42	20,536.12
Dan Yake, Councillor	17,323.00	0.00	1,063.51	0.00	983.59	720.42	20,090.52
<b>Total Paid</b>	<b>96,805.00</b>	<b>0.00</b>	<b>6,051.22</b>	<b>3,295.90</b>	<b>3,576.50</b>	<b>3,602.10</b>	<b>113,330.72</b>



## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021  
**From:** Adam McNabb, Director of Finance  
**Subject:** TR2021-005 DC Study Contract Award

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive Report TR 2021-005 being a report on the contract award for an update to the Township's Development Charges background study and By-Law;

**AND FURTHER THAT** Council award the contract for an update to the Township's Development Charges background study at a cost of \$22,625 plus applicable taxes to DFA Infrastructure International Inc.

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

By-Law 59-18 (and amending By-Law 118-19)  
 TR 2020-04 – DC & CBC Preparation  
 TR 2020-13 – DC & CBC Update – Bill 197  
 TR 2020-17 – Development Charge Interest Rate

### BACKGROUND

The existing development charges imposed by the Township to recover growth related capital costs are contained in Development Charges By-Law 59-18 (and amending by-law 118-19) which expires on June 16, 2023; however, the latest date an existing by-law can remain in effect is September 18, 2022 under the COVID-19 Economic Recovery Act, 2020.

Since the Township's most recent Development Charges By-Law had been passed, additional changes to the DCA have come into force 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:
  - Rental housing development (that is not non-profit housing development) and institutional developments will now pay their D.C.s in six equal annual

instalments beginning on the earlier of the date of the issuance of a permit under the Building Code Act, 1992 authorizing occupation of the building and the date the building is first occupied, and annually thereafter on the anniversary date of the first payment or the subsequent 5 years.

- Non-profit housing development will now pay their D.C.s in 21 equal annual instalments beginning on the earlier of the date of the issuance of a permit under the Building Code Act, 1992 authorizing occupation of the building and the date the building is first occupied, and annually thereafter on the anniversary date of the first payment for the subsequent 20 years.

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.

Through its recent Request for Quotation (RFQ), the Township had requested quotations to retain a qualified consultant to revise and update the Township's Development Charges Background Study and prepare a detailed background study as required under Section 10 of the Act, conduct public consultation sessions, and present reports and recommendations to Township Council to ensure policy and by-law compliance in accordance with all statutory regulations.

### FINANCIAL CONSIDERATIONS

A budget of \$25,440 inclusive of net tax was established in 2020 via Resolution 2020-083 (Report TR 2020-04). There were two submissions to the Township's RFQ for consultation works, both of which were submitted by qualified proponents. An internal review of the submissions was completed and scored in accordance with the RFQ.

Based on the results of the submission review and scoring, staff is recommending that the Township of Wellington North award the contract for an update to the Township's Development Charges background study at a cost of \$22,625 plus applicable taxes to DFA Infrastructure International Inc.

Submission Details:

<u><i>Submission By:</i></u>	<u><i>Approved Budget</i></u>	<u><i>Submisison Amount</i></u>	<u><i>Proponet Rank</i></u>
DFA Infrastructure International Inc.	\$ 25,440.00	\$ 23,023.20	1
Watson & Associates Economists Ltd.	\$ 25,440.00	\$ 30,528.00	2

### ATTACHMENTS

NA

### 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

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



## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021  
**From:** Chris Harrow, Director of Fire Services  
**Subject:** DFC 2021-002, Arthur Fire Hall Electronic Sign

### RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2021-002 being a report on the purchase of a new sign for the Arthur Fire Hall;

AND FURTHER THAT the Township of Wellington North award the supply of the new digital sign to Raynbow Signs at a cost of \$32,435 plus applicable taxes;

AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.

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

None

### BACKGROUND

As part of the 2021 budget, the Fire Department was partnering with the Arthur BIA to replace the sign out front of the Arthur Fire Hall with a new digital display sign. The new sign would be more robust and able to display pictures and videos as well as scroll through various messages organizations want to place on it. It is going to be a great addition to the Arthur downtown area.

The original sign was made possible by a donation from Lynda and George White. The Whites heard that we were replacing the sign with a newer version and have graciously come forward again with a large donation towards the replacement sign. We are grateful they are willing to donate again and are thankful for their continued community support.

Ray Sauder of Raynbow Signs installed the original sign, so they were contacted again about the replacement sign. They have the drawings from the original install and are very familiar with the installation needs. Raynbow has also installed the sign at the Mount Forest Sportsplex so they are a familiar company to the municipality. They presented us with a quote for a new digital sign utilizing the existing posts and stand. Our intention is to go ahead with their quote and have them complete the installation.

### FINANCIAL CONSIDERATIONS

The total cost of the sign is approximately \$40,000, depending on any electrical upgrades we may need to complete. Lynda and George White are willing to donate \$10,000 towards the project. The rest of the funds were budgeted for in the 2021 Capital budget.

**ATTACHMENTS****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:** Chris Harrow, Director of Fire Services

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



## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

**From:** Tom Bowden, Manager of Recreation Services

**Subject:** Report OPS 2021-009 being a report for compressor computer upgrades for the Mount Forest and District Sports Complex refrigeration plant

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive report OPS 2021-009 being a report to complete the compressor computer upgrades for the Mount Forest and District Sports Complex refrigeration plant;

**AND FURTHER THAT** Council award the supply of the system to CIMCO at a cost of \$45,000.00 plus applicable taxes; and

**AND FURTHER THAT** Council authorize staff to execute any agreements required to implement this project.

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

2021 Capital Budget

### BACKGROUND

Routine replacement of the refrigeration plant components is necessary to mitigate break downs, stay current with energy efficiency and to modernize our equipment.

With this upgrade, staff will be better equipped to operate and analysis the daily operations of our compressor system.

The current computer system and refrigeration plant was installed when the Mount Forest and District Sports Complex was built in 2008 and was one of the first Eco Chill systems in the area.

CIMCO has made improvements to the existing software for the Eco Chill systems over the years but it has come to a point where replacement of the computer system is no longer supported and a potential security vulnerability. Staff expect this upgrade will last for the next 12 to 15 years.

<b>FINANCIAL CONSIDERATIONS</b>
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The Capital Budget for this project was approved at \$50,000.00, the price we received is 10% lower than the budgeted amount.

A decision to sole source and award this project to CIMCO is consistent with the Township's current procurement policy for the following reasons:

- Existing refrigeration equipment is CIMCO and is not being replaced;
- Township has a good working relationship with CIMCO; and
- Purchasing and Procurement Policy has an exemption for "information technology- desktop computers, laptop computers, servers and associated software" (i).

<b>ATTACHMENTS</b>
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Schedule A – Quote from CIMCO dated January 26, 2021

<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>	Tom Bowden, Manager of Recreation Services
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*Tom Bowden*

<b>Recommended By:</b>	Matt Aston, Director of Operations
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# Proposal for Mount Forest & District Sports Complex

**Prepared By:**

Richard Poole  
rpoole@toromont.com

**Prepared For:**

TomBowden , Facility Manager  
850 Princess St.  
Mount Forest, ONN0G 2L3  
tbowden@wellington-north.com



CIMCO is pleased to provide pricing for a Smart Hub at the Mount Forest & District Sports Complex.

## Scope of Work

The existing CIMCO 4000E will be upgraded to our latest CIMCO Smart Hub product. The existing enclosure will be reused with the existing boards being removed and replaced with Smart Hub controllers

A new power meter is included to be installed inside the existing starter panel and will indicate power consumption for energy tracking purposes.

A new arena space temperature and relative humidity transducer is included. This will be used to calculate dew point to provide indication of the playing space conditions.

With an upgrade to the condenser VFD fan the control system will also include floating head pressure control to provide the most efficient head pressure control optimized to the wet bulb temperature.

Supply and install of one VFD and provision of an electrical contractor has been provided for within this proposal.

## Scope

- New Windows 10 computer with monitor
- Upgrade to CIMCO Smart Hub
- New Ethernet switch located in exiting DDC panel
- Native BACnet controllers
- Reuse of existing enclosure
- New Distech controller and expansion boards as required
- New DC relays to replace existing solid state relays
- All existing instrumentation is assumed to be working order and will be reused
- Control of the following equipment
  - Cold brine pump P-1
  - Cold brine pump P-2
  - Compressor 1
  - Compressor 2
  - Underfloor Pump P-3
  - Condenser Pump P-6

### Condenser Fan EC-1 (VFD ready from controls side)

- Provision of the following instrumentation...
- 
- One Suction Pressure Transducer
- One combination outdoor air temperature/relative % RH sensor.
  - for floating head pressure upgrade for condenser VFD fan
  - One combination space air temperature/relative %RH sensors
  - One power meter and associated CTs for a single power feed
  - One condensate line temperature

- Design of DDC control panel drawings
- Email configuration of alarms (requires customer provided external access)
- CAG start-up

## Items not included

- BACnet connection to 3rd party
- Internet connection by customer

## Pricing

### **CIMCO Price: \$45,000.00 (All Taxes Extra)**

Price is valid for 30 day

Standard Terms & Conditions Apply

## Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

## Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries and the client Mount Forest & District Sports Complex.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order :

## Terms and Conditions

1. **Acceptance.** All claims for shortages or damage, or any rejection of the goods described on the front of this invoice (the "Goods") for non-conformity, must be made in writing within 5 days of receipt of the Goods. All Goods shipped at buyer's risk. No unauthorized returns. Minimum 15% handling charge on returned Goods.

2. **Prices.** Unless otherwise specified by Cimco, prices are exclusive of all sales, use and other taxes imposed by any federal, provincial, municipal or other authority. Any tax or other charge which Cimco may be required to pay or collect in respect of the sale of the Goods may be added to invoice as a separate charge to be paid by the Customer.

3. **Delivery and Risk.** Unless otherwise specified by Cimco, the Goods shall be sold f.o.b. Cimco's plant, and the following provisions shall apply: (a) all shipping charges shall be paid by the Customer; (b) in the absence of specific shipping instructions from the Customer which have been agreed to in writing by Cimco, delivery of the Goods to any carrier shall constitute delivery to the Customer; and (c) upon delivery of the Goods to the carrier, all risk of loss or damage to the Goods shall pass to the Customer. If Cimco has specified that it shall install the Goods, then Cimco shall assume responsibility for delivery of the Goods to the installation site and the risk of loss or damage to the Goods shall pass to the Customer on such delivery.

4. **Payment.** This invoice is now due and payable. A late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 10 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

5. Title. Title to the goods shall remain in Cimco, and the Goods shall remain personal property (notwithstanding that they may be installed or affixed to realty), until all amounts due hereunder have been paid in full. If the Customer fails to make any payment due hereunder, the unpaid balance of the price and all other charges hereunder shall, at the option of Cimco, become immediately due and payable. In such event, Cimco, and any agent which it may appoint, shall have the right to enter the premises where the Goods are located and take possession of the Goods and sell or otherwise dispose of the Goods as it may see fit, including by way of private sale. The Customer shall be responsible for deficiency remaining after any such sale and specifically waives the benefit of any applicable legislation restricting Cimco's right or remedies.

6. Insurance. At its own expense, the Customer shall maintain, with insurers of recognized responsibility, insurance against loss or damage to the Goods from the time at which the risk of loss or damage passes to the Customer until the price has been paid in full. Such insurance shall be on terms usual in the trade, in an amount not less than the price, and shall provide that losses are payable to Cimco as its interest may appear. The Customer will ensure that Cimco is provided with a certificate of such insurance forthwith upon request.

7. Installation. If Cimco has specified that it shall install the Goods, the following provisions shall apply: (a) Cimco shall have the right to subcontract all or any part of the installation work to others; (b) Cimco shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of Cimco become immediately due and payable; (c) unless requested by the Customer and agreed by Cimco, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the Customer, and (d) "completion" of installation shall be deemed to occur when any of the following events takes place: (i) the Customer signs an acceptance certificate, (ii) Cimco has installed the Goods and successfully tested the installation, or (iii) the Customer commences regular use of the Goods.

8. Delays. Delivery and installation dates are estimates only. Cimco will use its commercially reasonable efforts to meet such dates, but shall not be responsible for any loss or damage resulting from any delay whatsoever regardless of cause.

9. Changes. Changes in the Goods may be requested by the Customer in writing, but shall be made only if agreed to in writing by Cimco. If any change results in an increase in the cost to Cimco of fulfilling its obligations hereunder, the price shall be increased accordingly on a basis determined by Cimco acting reasonably.

10. Limited Warranty. Subject to the limitations set out below, Cimco warrants to the Customer that all Goods of Cimco's manufacture will be free from defects in materials and workmanship for a period of ninety (90) days from (i) the date of shipment in the case of Goods not installed by Cimco and (ii) the date of completion (as defined in paragraph d of section 7) in the case of Goods installed by Cimco. Goods which are not of Cimco's manufacture will carry the warranty (if any) provided by the original supplier or manufacturer, and any warranty by Cimco in respect thereof is expressly excluded.

Cimco's obligation under this warranty in respect of Goods which it has not installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, f.o.b. the original point of shipment, provided such Goods or defective parts are returned to Cimco and found by Cimco's inspection to be defective in materials or workmanship. In this connection, Cimco shall not be responsible for any costs of installation, removal or transportation.

Cimco's obligation under this warranty in respect of Goods which it has installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, at the installation site. In this connection, Cimco shall be responsible for all of the costs which it incurs, except for the expenses incurred by Cimco's employees and agents in traveling to the installation site and charges for overtime labor which shall be for the Customer's account.

This warranty shall apply only if Cimco receives written notice of the Customer's claim during the warranty period, and then only if the Customer has fully complied with the terms of payment. This warranty shall not apply to any Goods which, in the opinion of Cimco, have been subject to misuse, neglect, accident, alteration or improper installation by anyone other than Cimco. This warranty is extended only to the Customer and is not transferable.

There are no other conditions, warranties or representations, express or implied, statutory or otherwise, as to the character or quality of the Goods. In particular, there are no implied conditions or warranties as to merchantability or fitness of the Goods for any particular purpose.

Cimco shall not be liable in contract or otherwise for any loss, damage, expense or injury of any kind, arising out of or in connection with the installation, use or failure of the Goods, or any defect therein, even if caused by the negligence of Cimco, its employees, agents or representatives. In no event shall Cimco be liable for any direct, indirect, special or consequential damages of any kind whatsoever.

11. General. Unless otherwise specified by Cimco, the laws of the province of Ontario shall govern this agreement. If Cimco has specified that it shall install the Goods, the laws of the province or jurisdiction where installation takes place shall govern this agreement. Customer shall not assign neither this agreement nor any right or obligation arising hereunder. In the event that either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. Each of the provisions and parts thereof of this agreement are intended to operate independently of the others. It is the intention of the parties that in the event that a court or other competent tribunal determines that any provision or part hereof of this agreement is unenforceable for any reason, all other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Cimco under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference only and shall not be construed to vary or limit the terms hereof. This agreement has been written in the English language in accordance with the wishes of both parties.



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

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

**Subject:** Report OPS 2021-011 being a report on the opening of a portion of Sideroad 15 (Former Township of West Luther)

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive report OPS 2021-011 being a report on the opening of a portion of Sideroad 15 (Former Township of West Luther); and

**AND FURTHER THAT** Council authorize the Mayor and Clerk to sign a by-law opening a portion of Sideroad 15 in the former Township of West Luther.

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

NA

### BACKGROUND

An existing resident on Sideroad 15 near Highway 89, former Township of West Luther, has approached Wellington North to open up an additional two thousand feet of Sideroad 15. The request is so they can add some additional farming facilities to their property.

### FINANCIAL CONSIDERATIONS

All capital expenses to open the road will be paid directly by the resident. In the future, Township will see nominal additional costs for maintenance gravel, dust suppression and snow removal, however, the resulting farm structures will result in additional tax revenue.

### ATTACHMENTS

Schedule A map of proposed road allowance

### STRATEGIC PLAN 2019 – 2022

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

Yes

No

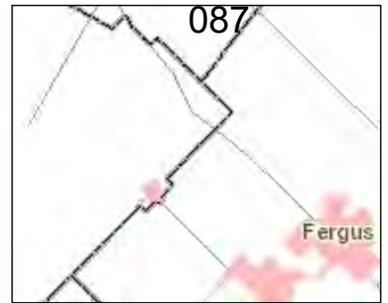
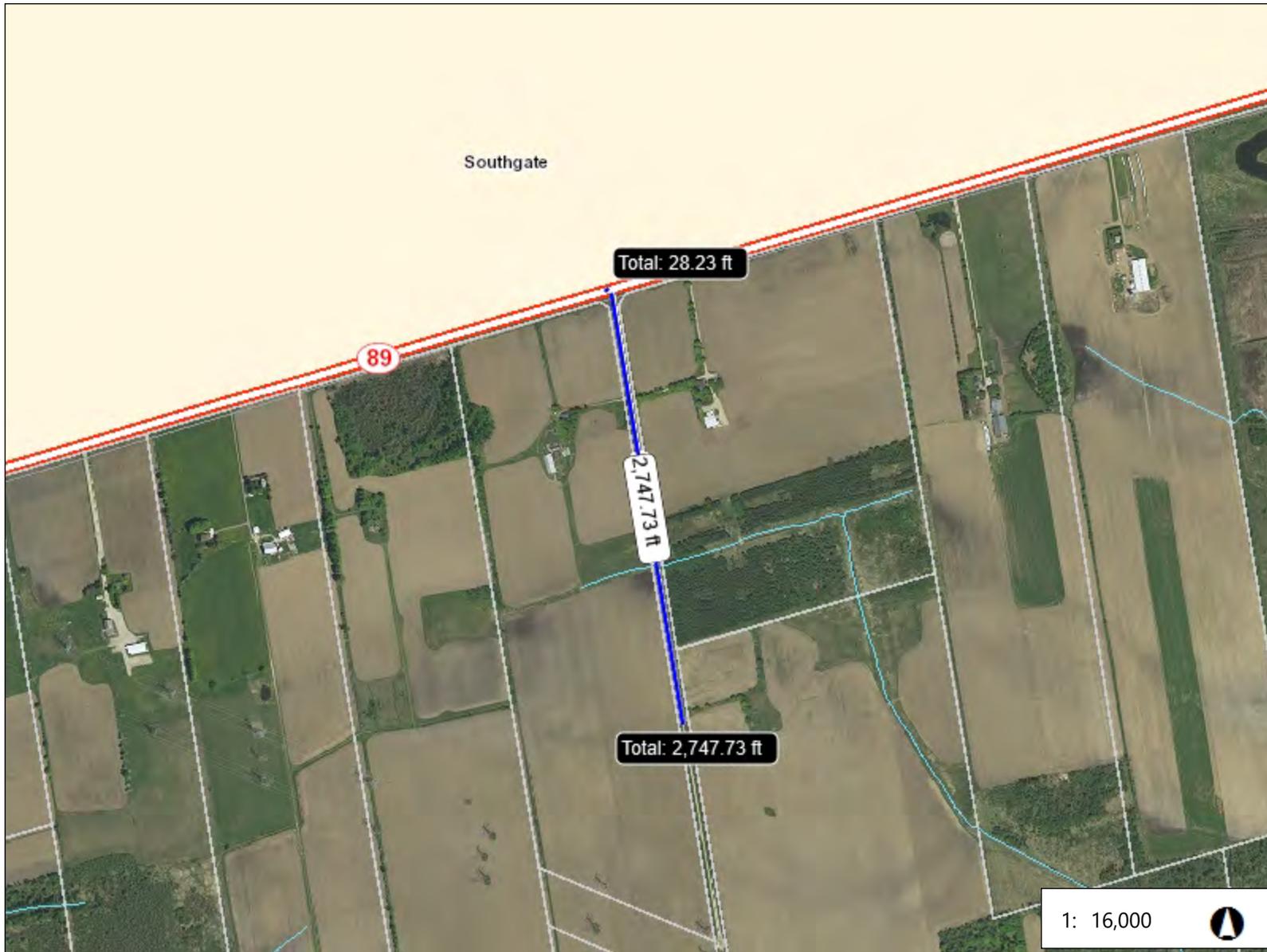
N/A

Which priority does this report support?

- Modernization and Efficiency       Partnerships  
 Municipal Infrastructure       Alignment and Integration

**Prepared By:** Dale Clark, Manager of Transportations Service      *Dale Clark*

**Recommended By:** Matthew Aston, Director of Operations      *Matt Aston*



Legend

- Puslinch Community Improver
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads**
  - Local Road
  - County Road
  - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets

1: 16,000

0.8 0 0.41 0.8 Kilometers



Notes



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council Meeting of February 22, 2021

**From:** Karren Wallace, Director of Legislative Services/Clerk

**Subject:** Report CLK 2021-006 Naming a Street in Forest View Estates Subdivision

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive CLK Report 2021-006 being a report on naming a street in Forest View Estates Subdivision in the Township of Wellington North;

**AND FURTHER THAT** Council approves of the street name “Colwill Court”.

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

Road Naming Policy 03.16

### BACKGROUND

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

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

- i. the surnames of local pioneer families in the immediate vicinity of the proposed development or existing road;*
- ii. the names of prominent current and/or former residents who contributed through community involvement / athletic / business acumen;*
- iii. the names of local servicemen who served their country;*
- iv. any prominent geographic or other natural feature which makes a site unique or identifiable; or*
- v. a historic name which once identified the location.*

The name of Colwill Court has been submitted for Council’s consideration for the name of the interior street in the Forest View Estates Subdivision.

Attached as Schedule A is a letter submitted by James Coffey, outlining the significance of the proposed street name together with pictures of the cenotaph.

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

**FINANCIAL CONSIDERATIONS**

There are no financial implications in receiving the report or approving the recommendation.

**ATTACHMENTS**

- Schedule A correspondence and pictures
- Schedule B layout of Forest View Estates Subdivision

**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

<b>Prepared By:</b>	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

February 11,2021

Township of Wellington North  
7490 Sideroad 7 West  
Kenilworth Ontario  
NOG 2EO

ATTENTION: Karen Wallace

RE: FOREST VIEW ESTATES – ARTHUR

As per the County of Wellington conditions of approval for the Draft Plan of Subdivision 23T-18007, we require a satisfactory street name for this new development.

As the Developer, I am recommending “Colwill Crescent” as the street name.

The Colwill family name has been part of the history in the Village for over 100 years, and there are still family members living within the community today.

In keeping with Arthur`s theme as “Canada`s Most Patriotic Village”, the original Colwill family, Mr. & Mrs. Sheldon Colwill, had 11 children, and 6 of them joined the Armed Forces in the 2<sup>nd</sup> World War. Details as below:

ROY COLWILL	11 <sup>th</sup> Field Ambulance & Dieppe Raider – 6 years overseas
IRA COLWILL	Three Rivers Tank Regiment – 5 years overseas
HARVEY COLWILL	Armored Division and Dieppe Raider
CLIFFORD COLWILL	Infantry. Wounded in leg
MILDRED COLWILL	Army Switchboard, London England
BRUCE COLWILL	Armored Division, Tank Unit

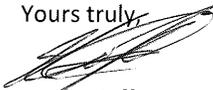
All the children returned home from the war.

Hopefully this street name is satisfactory to the Township and the County.

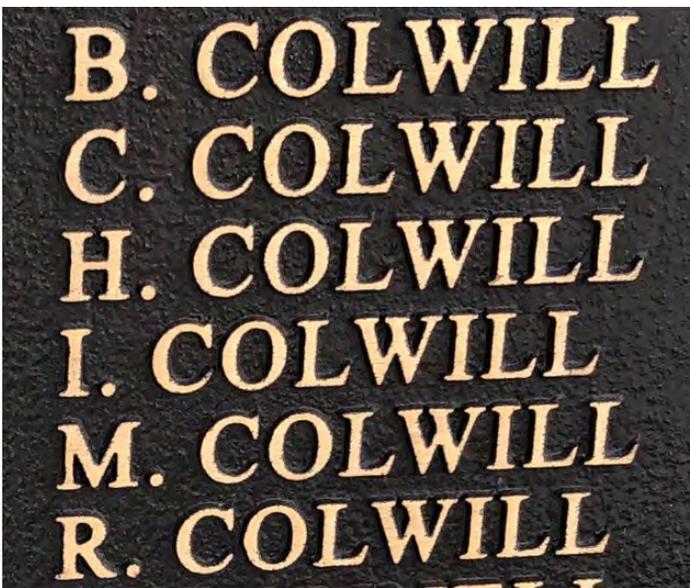
As an update for this development, we are currently progressing through the engineering stage, while working through draft conditions, with a goal to service the site in the summer of 2022.

Should you require any additional information on this issue, please do not hesitate to call me.

Yours truly,



James Coffey

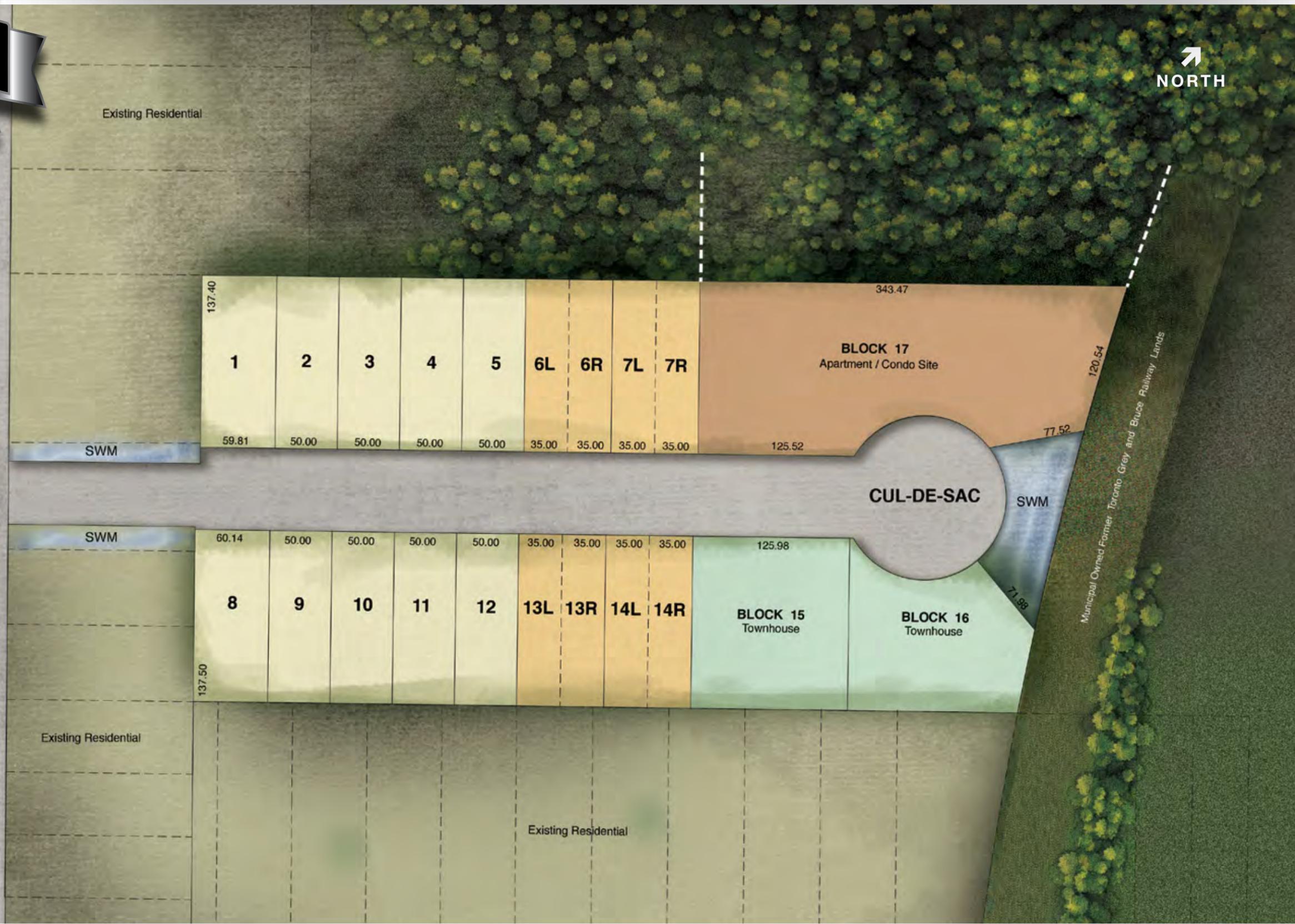


# A beautiful in-fill residential development in Arthur.



DOMVILLE STREET

Municipal Owned Former Toronto, Grey and Bruce Railway Lands



## LEGEND

Single Homes	10
Semi-Detached	8
Townhomes	8
Apartment or Condo Units	TBD

Site plan is artist's concept. Lot dimensions are approximate and depend on final survey. Landscape areas and plantings are concepts only and may vary from finished landscape. See sales representative for details. E. & O. E.

A beautiful in-fill residential development in Arthur.





# COUNTY ROADS

## Connecting Communities

Wellington County is developing a **Road Master Action Plan (RMAP)** that will identify short- and long-term improvements to County Roads as we continue to grow, and will shape the way we move around the County in years to come. The **RMAP** is guided by the following key objectives:

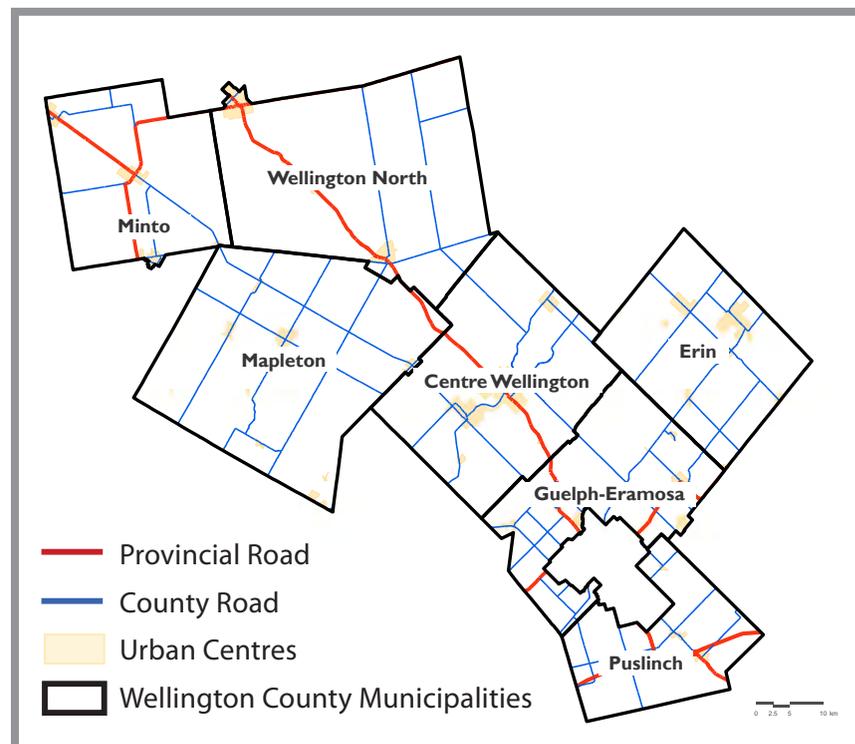
1. Identify long-term County road network needs to support area growth
2. Provide input into other County plans and studies that will help make decisions on how to pay for improvements to the County road network
3. Identify and address concerns with the County roads through rural and urban areas, including safety and speed
4. Identify opportunities to better connect the County to neighbouring municipalities and the broader region through an integrated transportation planning approach.

The study area includes all County Roads within Wellington County, connecting the municipalities of Minto, Wellington North, Mapleton, Centre-Wellington, Erin, Guelph-Eramosa, and Puslinch. Provincial roads and local roads which provide connections within these municipalities are not included as part of this study.

This study is being conducted in accordance with the requirements of the Municipal Class Environmental Assessment process. As part of these requirements, the County will be engaging with the public who will have a chance to comment and review study materials and plans. Throughout the study, information and upcoming opportunities for public input will be available at the Project Website, as shown below:

Visit our website at: [www.wellington.ca/RMAP](http://www.wellington.ca/RMAP)

## Notice of Commencement Wellington County Road Master Action Plan



This document is available in larger font on the County website [www.wellington.ca/RMAP/](http://www.wellington.ca/RMAP/)

**For further information or if you  
have any questions, please contact:**

**Don Kudo, P. Eng., County Engineer**

County of Wellington • 519.837.2601 x2280 • [rmap@wellington.ca](mailto:rmap@wellington.ca)



Alternate formats available upon request

Official Mark of The Corporation of the County of Wellington

**Corporation of the Township of Perth South**

3191 Road 122  
St. Pauls, ON N0K 1V0  
Telephone 519-271-0619  
Fax 519-271-0647  
[mayor@perthsouth.ca](mailto:mayor@perthsouth.ca)

February 2, 2021

Via Email: [minister.mecp@ontario.ca](mailto:minister.mecp@ontario.ca)

Honourable Jeff Yurek  
Minister of Environment, Conservation, and Parks  
777 Bay Street  
College Park - 5th Floor  
Toronto, ON M7A 2J3

**Re: ONTARIO ANNOUNCES WORKING GROUP TO BETTER FOCUS  
CONSERVATION AUTHORITIES**

Dear Minister,

The Municipality of Perth South (“Perth South”) is pleased to see your Ministry’s development of regulations for the *Conservation Authorities Act*, 1990 R.S.O. 1990, c. C.27 (the “Act”). Perth South supports the proposed changes your government passed respecting conservation authorities in schedule 6 of Bill 229, the *Protect, Support and Recover from COVID-19 Act* (Budget Measures), 2020 (“Bill 229”). I expressed this support in my email to you on November 5, 2020.

Our municipality, like many others across Ontario, has encountered longstanding conflicts regarding operational scope and costs with our principal conservation authority the Upper Thames River Conservation Authority (“UTRCA”). Despite requests made in writing and through delegations at annual Board Budget meetings no resolution has been found. It is for this reason that Perth South was pleased to see the changes made through Bill 229; however, we were disappointed when the Working Group composition was announced as it is dominated by conservation authorities who are tasked with recommending the very regulations that govern them. I am sure you can agree that the initial optics of the governed designing the governance of themselves is concerning. Conservation authorities, most of whom opposed your reforms, should not be relied upon to develop fair and objective recommendations on their own.

Further to my email of January 12, 2021, I am writing to you to confirm and clarify your full intent and scope for the Working Group your Ministry announced on December 16, 2020 to develop updated regulations. We are hopeful that you will direct this Working Group with clear, limited, and specific instructions that will focus on the intent of changes included in Bill 229.

Perth South seeks your clarity that this Working Group's tasks will be built on the following principles in the areas of focus highlighted:

1. *Mandatory core programs and services conservation authorities would be required to provide.*
  - (a) That 'mandatory' core programs are limited to the changes included in schedule 6 of Bill 229: conservation lands solely owned by conservation authorities, flood-control, erosion, and natural hazards;
  - (b) That conservation authorities are not permitted any discretion via regulations to exit those defined and strict categories; and
  - (c) That 'services' must be concise, limited, and have obvious direct need to fulfil core mandates not merely 'link' or 'complement' the same.
2. *The agreements between municipalities and conservation authorities and the transition period associated with non-mandatory programs and services*
  - (a) That the regulations establish a clear, consistent, and template pro-forma for these agreements that includes at a minimum:
    - i. a specified time limitation to prevent perpetuity;
    - ii. clear intent and objectives;
    - iii. clear definitions, terms, and conditions;
    - iv. the identified necessity for it/them;
    - v. accurate, evidence-supported budget forecasting;
    - vi. the impact of items (i-iv) on each participating municipality;
    - vii. supporting science-based evidence that meets or exceeds the standard(s)/threshold(s) applied to any third party deemed an applicant and/or subject to an

agreement's provisions including on any items requiring peer review;

- viii. municipal and public input mechanisms and timelines;
- ix. dispute resolution processes that adhere to the legislation and the timelines proscribed therein; and
- x. municipal refusal/opt-out clause(s) where proposals do not have the support of the participating municipality and/or do not reasonably benefit a participating municipality or municipalities given their geographical extent or limit within the watershed of the conservation authority in question.

- (b) That the "transition period," associated cannot be greater than one (1) fiscal year from the date of Bill 229's passage in the case of any pre-existing agreement and no more than two (2) years from the date of Bill 229's passage; and
- (c) That the Working Group must understand the principle that one "cannot do by regulation what one cannot do in law."

3. *How local members of the community can participate in their conservation authorities through community advisory boards*

- (a) That these advisory boards and the conservation authorities that they 'advise' are not delegated responsibilities or tasks that are a normative function of a conservation authority's operations and not delegation(s) or devolution(s) of a conservation authority's board and its committees' obligations and normal work;
- (b) That voluntarily submitted proposals for programs, projects, and services cannot be for activities either not contemplated or permitted under either conservation authorities' mandated functions or approved non-mandatory agreements;
- (c) That advisory committee's recommendations and work are neither binding nor required under a conservation authority's administrative by-laws;
- (d) That any aspect of an advisory committee's work that requires public consultation becomes a function of the conservation authority's board or its approved board-fulfilled committees not the advisory committee/group;
- (e) That membership on any advisory committee or group must be balanced and reflect its composition to watershed citizens who are

resident and contributing ratepayers in participant municipalities of the conservation authority in question;

- (f) That conservation authorities' obligations to conduct deliberate, regular, thorough, and transparent public consultation on matters of policies, programs, and services cannot be delegated to an 'advisory' committee or group. That such functions remain a core and mandatory function of a conservation authority's board; and
- (g) That community advisory boards neither relieve nor substitute a conservation authority's obligation to incorporate citizens into consultative and/or input processes that are board-led or directed.

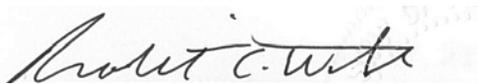
We understand and agree that partnerships and collaboration are critical but want to ensure that there is balance in the parties that will represent the Working Group.

Perth South also looks forward to greater clarity from the Ministry with respect to conservation authority budget and levy processes in the regulation updates. We are very pleased with the avenues of appeal Bill 229 will now provide, after recently exploring the costly and difficult appeal process that previously existed.

As you work to reach the final outcome on these long overdue changes, Perth South and its residents are relying on you to ensure that the development of regulations will align with the spirit of the changes requested by Perth South and other municipalities across the province during the consultations that occurred in early 2020.

I thank you for the work you are undertaking and trust our comments will be received and conveyed with your support to this Working Group. I am confident many more municipalities in this province would echo our points of view.

Yours sincerely,



Robert Wilhelm  
Mayor  
Township of Perth South

cc: All municipalities in Ontario

Ministry of Environment, Conservation, and Parks Working Group members on  
Proposed Regulations under the Conservation Authorities Act.

Randy Pettapiece, MPP Perth-Wellington

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

**BY-LAW NUMBER 015-21**

**BEING A BY-LAW TO AMEND BY-LAW 103-20 BEING A BY-LAW  
TO ESTABLISH THE FEES AND CHARGES FOR VARIOUS  
SERVICES PROVIDED BY THE MUNICIPALITY WITHIN THE  
TOWNSHIP OF WELLINGTON NORTH**

WHEREAS the Township of Wellington North adopted fees and charges By-law 103-20.

AND WHEREAS the Council of the Corporation of the Township of Wellington North deems it desirable to amend by-law 103-20 as follows:

1. **THAT** Schedule B clause 1.2 be deleted and replaced with:

1.2	Residential Occupancies (Group C) New Construction	<b>FLAT RATE</b>
	a) Single family detached	<b>(includes \$260.00 admin fee)</b>
	b) Semi-detached/Row-house per unit	\$3,000.00
	c) Apartment per unit	\$2,200.00
		\$1,200.00

2. **THAT** Schedule F be amended by inserting the following fee:

Pre-servicing Application fee \$7,000.00

3. **THAT** this by-law shall come into force come into force immediately on its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>TH</sup> DAY OF FEBRUARY, 2021.**

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

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

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

**BY-LAW NUMBER 016-21**

**BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES  
FOR RECREATION SERVICES PROVIDED BY THE  
MUNICIPALITY AND TO REPEAL BY-LAW 113-19**

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

1. **THAT** the fees and charges for recreation services are established as shown in Appendix A attached hereto and forming part of this By-law.
2. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Provincial Sales Tax (P.S.T.), Goods and Services Tax (G.S.T.) and Harmonized Sales Tax (H.S.T.).
3. That unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.
4. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.

5. **THAT** this by-law shall be known as the "Recreation Fees and Charges By-law".
6. **THAT** this by-law shall come into force on January 1, 2022.
7. **THAT** By-law 113-19 and amending By-law 042-20 be repealed on January 1, 2022.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF FEBRUARY 2021.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## 2022 Recreation Rates and Fees

<b>LARGE &amp; SMALL HALL</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Arena Floor/Large Hall: Prime Rental (Friday to Sunday)	Per Day	\$651.25	<b>\$675.00</b>	1-Jan-22	31-Dec-22
Arena Floor/Large Hall: Non-Prime (Monday to Thursday)	Per Day	\$365.25	<b>\$375.00</b>	1-Jan-22	31-Dec-22
Large Hall: Stag & Doe	Per Day	\$857.25	<b>\$885.00</b>	1-Jan-22	31-Dec-22
Large Hall: Wedding Set Up (Friday 8:30am - 4:00pm)	Per Day	\$156.00	<b>\$162.00</b>	1-Jan-22	31-Dec-22
Large Hall: Tournament Minor Sports	Per Day	\$258.00	<b>\$275.00</b>	1-Jan-22	31-Dec-22
Large Hall: Hourly Rate	Per Hour	\$60.00	<b>\$62.00</b>	1-Jan-22	31-Dec-22
Small Hall: Daily Rate	Per Day	\$233.50	<b>\$240.00</b>	1-Jan-22	31-Dec-22
Small Hall: Hourly Rate	Per Hour	\$35.00	<b>\$36.00</b>	1-Jan-22	31-Dec-22
Damascus Community Hall	Per Day	\$88.50	<b>\$100.00</b>	1-Jan-22	31-Dec-22
Conn Hall	Per Day	\$81.00	<b>\$100.00</b>	1-Jan-22	31-Dec-22
Special User Group: Lions Club Bingo	Per Rental	\$191.50	<b>\$191.00</b>	1-Jan-22	31-Dec-22
Special User Group: Blood Donor Clinic	Per Rental	\$185.50	<b>\$191.00</b>	1-Jan-22	31-Dec-22
Special User Group: Seniors	Per Hour	\$18.50	<b>\$19.00</b>	1-Jan-22	31-Dec-22
Special User Group: Mount Forest Family Health Team	Per Hour	\$22.00	<b>\$23.00</b>	1-Jan-22	31-Dec-22
Special User Group: Meeting Space Local User Groups	Per Hour	\$0.00	<b>\$0.00</b>	1-Jan-22	31-Dec-22
Holiday Premium	Per Hour		<b>\$20.00</b>	1-Jan-22	31-Dec-22
Music Tarriffs	Based on Capacity			1-Jan-22	31-Dec-22

<b>ARENA FLOOR SUMMER AND ICE WINTER</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Arena Floor Summer: Local Minor Sports	Per Hour	\$52.50	<b>\$54.50</b>	1-Jan-22	31-Dec-22
Arena Floor Summer: Local Adult Sports	Per Hour	\$64.50	<b>\$66.00</b>	1-Jan-22	31-Dec-22
Arena Floor Summer: Non-Resident Adult Sports	Per Hour	\$72.00	<b>\$76.00</b>	1-Jan-22	31-Dec-22
Arena Floor Summer: Non-Prime Sports (Monday to Thursday 8:00am - 3:00pm)	Per Hour	\$40.00	<b>\$42.00</b>	1-Jan-22	31-Dec-22
Arena Ice Winter: Local Minor Sports	Per Hour	\$114.75	<b>\$118.75</b>	1-Jul-22	30-Jun-23
Arena Ice Winter: Local Adults	Per Hour	\$135.00	<b>\$140.00</b>	1-Jul-22	30-Jun-23
Arena Ice Winter: Non Prime (Monday to Friday 7:00am - 3:00pm)	Per Hour	\$114.75	<b>\$118.75</b>	1-Jul-22	30-Jun-23
Arena Ice Winter: Same Day	Per Hour	\$60.00	<b>\$60.00</b>	1-Jul-22	30-Jun-23
Arena Ice Winter: School Skating	Per Hour	\$55.50	<b>\$60.00</b>	1-Jul-22	30-Jun-23

Arena Ice Winter: Non Resident	Per Hour	\$154.00	<b>\$159.00</b>	1-Jul-22	30-Jun-23
Arena Ice Winter: Mount Forest Summer Ice	Per Hour	\$167.50	<b>\$173.00</b>	1-Jul-22	30-Jun-23

<b>BALL DIAMONDS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Local Minor Ball: No Lights	Per Game	\$39.25	<b>\$41.00</b>	1-Jan-22	31-Dec-22
Local Minor Ball: With Lights	Per Game	\$55.25	<b>\$57.00</b>	1-Jan-22	31-Dec-22
Adult: No Lights	Per Game	\$48.00	<b>\$51.00</b>	1-Jan-22	31-Dec-22
Adult: With Lights	Per Game	\$64.00	<b>\$67.00</b>	1-Jan-22	31-Dec-22
Tournament Adult: Serviced	Per Diamond		<b>\$264.00</b>	1-Jan-22	31-Dec-22
Tournament Adult: Not Serviced	Per Diamond		<b>\$190.00</b>	1-Jan-22	31-Dec-22
Tournament Minor: Serviced	Per Diamond	\$226.00	<b>\$234.00</b>	1-Jan-22	31-Dec-22
Tournament Minor: Not Serviced	Per Diamond	\$155.00	<b>\$160.00</b>	1-Jan-22	31-Dec-22

<b>SOCCER FIELDS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Per Game: No Lights	Per Game	\$30.00	<b>\$31.00</b>	1-Jan-22	31-Dec-22
Per Game: With Lights	Per Game	\$46.00	<b>\$47.00</b>	1-Jan-22	31-Dec-22
Seasonal Rate for Minor Soccer	Per Season	\$6,756.50	<b>\$6,993.00</b>	1-Jan-22	31-Dec-22
Tournament: Not Serviced	Per Day	\$155.00	<b>\$160.00</b>	1-Jan-22	31-Dec-22

<b>PAVILIONS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Serviced Pavilion: Kitchen	Per Day	\$233.50	<b>\$240.00</b>	1-Jan-22	31-Dec-22
Serviced Pavilion: Kitchen	Per Hour	\$35.00	<b>\$36.00</b>	1-Jan-22	31-Dec-22
Unserviced Pavilion	Per Day		<b>\$100.00</b>	1-Jan-22	31-Dec-22
Unserviced Pavilion	Per Hours		<b>\$19.00</b>	1-Jan-22	31-Dec-22
Camping: Special Events Only	Per Day	\$35.00	<b>\$36.00</b>	1-Jan-22	31-Dec-22

<b>STORAGE SPACE</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Outdoor	Per Year	\$255.75	<b>\$265.00</b>	1-Jan-22	31-Dec-22
Interior Storage Room	Per Year	\$322.50	<b>\$334.00</b>	1-Jan-22	31-Dec-22
JR. C – Club Room	Per Year	\$634.75	<b>\$657.00</b>	1-Jan-22	31-Dec-22

<b>CORKAGE</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
7 oz Plastic Cup	Per Unit	\$0.13	<b>\$0.14</b>	1-Jan-22	31-Dec-22
14 oz Plastic Cup	Per Unit	\$0.18	<b>\$0.19</b>	1-Jan-22	31-Dec-22
Bag of Ice	Per Unit	\$3.65	<b>\$3.75</b>	1-Jan-22	31-Dec-22
2L Bottle of Pop	Per Unit	\$3.65	<b>\$3.75</b>	1-Jan-22	31-Dec-22
Wrist Bands	Per Unit	\$0.28	<b>\$0.29</b>	1-Jan-22	31-Dec-22

<b>SPONSORSHIPS &amp; ADVERTISING</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Sponsorship: Public Skating	Per 1.5 Hours	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
Sponsorship: Public Swimming	Per 2 Hours	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
Advertising: Baseball Diamond (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Mount Forest Walking Track (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Arthur Wall (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Single Board (4' x 8')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Ice Resurfacer (3 year agreement)	Per Year	\$1,500.00	<b>\$1,500.00</b>	1-Jan-22	31-Dec-22
Advertising: One Time Lexan Fee (Initial Installation Board Advertisement)	Per Unit	\$300.00	<b>\$300.00</b>	1-Jan-22	31-Dec-22

<b>ARENA GENERAL ADMISSION (includes HST)</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Walking Track Single Admission	Per Admission	\$2.50	<b>\$3.00</b>	1-Jan-22	31-Dec-22
Walking Track: Monthly Membership	Per Month	\$16.00	<b>\$20.00</b>	1-Jan-22	31-Dec-22
Skating: Single Admission	Per Admission	\$3.00	<b>\$3.00</b>	1-Jul-22	30-Jun-23
Skating: Stick & Puck	Per Admission	\$5.00	<b>\$5.00</b>	1-Jul-22	30-Jun-23
Skating: Family Single Admission	Per Admission	\$10.00	<b>\$10.00</b>	1-Jul-22	30-Jun-23
Skating: 10 Visit Pass	10 Visits	\$25.00	<b>\$25.00</b>	1-Jul-22	30-Jun-23
Skating: 10 Visit Pass Stick & Puck	10 Visits	\$40.00	<b>\$40.00</b>	1-Jul-22	30-Jun-23

<b>POOL GENERAL ADMISSION (includes HST)</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Swimming: Infants & Toddlers 2 years of age and under		\$0.00	<b>\$0.00</b>	1-Jan-22	31-Dec-22
Swimming: Single Admission	Per Admission	\$4.00	<b>\$4.00</b>	1-Jan-22	31-Dec-22
Swimming: Family Admission	Per Admission	\$15.00	<b>\$15.00</b>	1-Jan-22	31-Dec-22
Aquafit: Single Admission	Per Admission	\$5.00	<b>\$5.00</b>	1-Jan-22	31-Dec-22
Aquafit: 10 Visit Pass	10 Visits	\$36.00	<b>\$45.00</b>	1-Jan-22	31-Dec-22
Swimming: 20 Visit Pass Individual	20 Visits	\$70.00	<b>\$70.00</b>	1-Jan-22	31-Dec-22
Swimming: 20 Visit Pass Family	20 Visits	\$210.00	<b>\$210.00</b>	1-Jan-22	31-Dec-22
Swimming: Season Membership Individual	Per Season	\$100.00	<b>\$100.00</b>	1-Jan-22	31-Dec-22
Swimming: Season Membership	Per	\$250.00	<b>\$250.00</b>	1-Jan-22	31-Dec-22

Family	Season				
Swim Team	Per Season	\$72.00	<b>\$72.00</b>	1-Jan-22	31-Dec-22

<b>SWIMMING LESSONS &amp; SWIM PROGRAMS (includes HST)</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Parent & Tot 1, 2, 3	Per Session	\$70.00	<b>\$70.00</b>	1-Jan-22	31-Dec-22
Preschool A, B, C	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Beginner	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Swimmer 1 - 4	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Swimmer 5 - 10	Per Session	\$80.00	<b>\$85.00</b>	1-Jan-22	31-Dec-22
Bronze Medallion	Per Session	\$200.00	<b>\$200.00</b>	1-Jan-22	31-Dec-22
Bronze Cross	Per Session	\$175.00	<b>\$200.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 1 Lesson	Per Lesson		<b>\$25.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 5 Lessons	5 Lessons	\$120.00	<b>\$120.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 10 Lessons	10 Lessons	\$220.00	<b>\$220.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Semi-Private Lesson: 5 Lessons	5 Lessons	\$100.00	<b>\$100.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Semi-Private Lesson: 10 Lessons	10 Lessons	\$180.00	<b>\$180.00</b>	1-Jan-22	31-Dec-22

<b>POOL RENTALS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
1 Hour: 0-30 people, 2 Guards	Per Rental	\$120.00	<b>\$120.00</b>	1-Jan-22	31-Dec-22
1 Hour: 31+ people, 3 Guards	Per Rental	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
1 Hour: School Rental, 3 Guards	Per Rental	\$90.00	<b>\$90.00</b>	1-Jan-22	31-Dec-22

<b>DAY CAMP RATES (includes HST)</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Weekly Rate	Per Session	\$145.00	<b>\$155.00</b>	1-Jan-22	31-Dec-22
Daily Rate	Per Day	\$33.00	<b>\$35.00</b>	1-Jan-22	31-Dec-22

SCHEDULE A  
2022 Recreation Rates and Fees

<b>LARGE &amp; SMALL HALL</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Arena Floor/Large Hall: Prime Rental (Friday to Sunday)	Per Day		\$675.00	1-Jan-22	31-Dec-22
Arena Floor/Large Hall: Non-Prime (Monday to Thursday)	Per Day		\$375.00	1-Jan-22	31-Dec-22
Large Hall: Stag & Doe	Per Day		\$885.00	1-Jan-22	31-Dec-22
Large Hall: Wedding Set Up (Friday 8:30am - 4:00pm)	Per Day		\$162.00	1-Jan-22	31-Dec-22
Large Hall: Tournament Minor Sports	Per Day		\$275.00	1-Jan-22	31-Dec-22
Large Hall: Hourly Rate	Per Hour		\$62.00	1-Jan-22	31-Dec-22
Small Hall: Daily Rate	Per Day		\$240.00	1-Jan-22	31-Dec-22
Small Hall: Hourly Rate	Per Hour		\$36.00	1-Jan-22	31-Dec-22
Damascus Community Hall	Per Day		\$100.00	1-Jan-22	31-Dec-22
Conn Hall	Per Day		\$100.00	1-Jan-22	31-Dec-22
Special User Group: Lions Club Bingo	Per Rental		\$191.00	1-Jan-22	31-Dec-22
Special User Group: Blood Donor Clinic	Per Rental		\$191.00	1-Jan-22	31-Dec-22
Special User Group: Seniors	Per Hour		\$19.00	1-Jan-22	31-Dec-22
Special User Group: Mount Forest Family Health Team	Per Hour		\$23.00	1-Jan-22	31-Dec-22
Special User Group: Meeting Space Local User Groups	Per Hour		\$0.00	1-Jan-22	31-Dec-22
Holiday Premium	Per Hour		\$20.00	1-Jan-22	31-Dec-22
Music Tarriffs	Based on Capacity			1-Jan-22	31-Dec-22

<b>ARENA FLOOR SUMMER AND ICE WINTER</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Arena Floor Summer: Local Minor Sports	Per Hour		\$54.50	1-Jan-22	31-Dec-22
Arena Floor Summer: Local Adult Sports	Per Hour		\$66.00	1-Jan-22	31-Dec-22
Arena Floor Summer: Non-Resident Adult Sports	Per Hour		\$76.00	1-Jan-22	31-Dec-22
Arena Floor Summer: Non-Prime Sports (Monday to Thursday 8:00am - 3:00pm)	Per Hour		\$42.00	1-Jan-22	31-Dec-22
Arena Ice Winter: Local Minor Sports	Per Hour	\$114.75	\$118.75	1-Jan-22	30-Jun-22
Arena Ice Winter: Local Adults	Per Hour	\$135.00	\$140.00	1-Jan-22	30-Jun-22
Arena Ice Winter: Non Prime (Monday to Friday 7:00am - 3:00pm)	Per Hour	\$114.75	\$118.75	1-Jan-22	30-Jun-22
Arena Ice Winter: Same Day	Per Hour		\$60.00	1-Jan-22	31-Dec-22
Arena Ice Winter: School Skating	Per Hour	\$55.50	\$60.00	1-Jan-22	30-Jun-22
Arena Ice Winter: Non Resident	Per Hour	\$154.00	\$159.00	1-Jan-22	30-Jun-22
Arena Ice Winter: Mount Forest Summer Ice	Per Hour	\$167.50	\$173.00	1-Jan-22	30-Jun-22

<b>BALL DIAMONDS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Local Minor Ball: No Lights	Per Game	\$39.25	\$41.00	1-Jan-22	31-Dec-22
Local Minor Ball: With Lights	Per Game	\$55.25	\$57.00	1-Jan-22	31-Dec-22
Adult: No Lights	Per Game	\$48.00	\$51.00	1-Jan-22	31-Dec-22
Adult: With Lights	Per Game	\$64.00	\$67.00	1-Jan-22	31-Dec-22
Tournament Adult: Serviced	Per Diamond		\$264.00	1-Jan-22	31-Dec-22
Tournament Adult: Not Serviced	Per Diamond		\$190.00	1-Jan-22	31-Dec-22
Tournament Minor: Serviced	Per Diamond	\$226.00	\$234.00	1-Jan-22	31-Dec-22
Tournament Minor: Not Serviced	Per Diamond	\$155.00	\$160.00	1-Jan-22	31-Dec-22

<b>SOCCER FIELDS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Per Game: No Lights	Per Game	\$30.00	\$31.00	1-Jan-22	31-Dec-22
Per Game: With Lights	Per Game	\$46.00	\$47.00	1-Jan-22	31-Dec-22
Seasonal Rate for Minor Soccer	Per Season	\$6,756.50	#####	1-Jan-22	31-Dec-22
Tournament: Not Serviced	Per Day	\$155.00	\$160.00	1-Jan-22	31-Dec-22

<b>PAVILIONS</b>	<b>Unit</b>	<b>2021 Fee</b>	<b>2022 Fee</b>	<b>Effective</b>	<b>Ends</b>
Serviced Pavilion: Kitchen	Per Day	\$233.50	\$240.00	1-Jan-22	31-Dec-22
Serviced Pavilion: Kitchen	Per Hour	\$35.00	\$36.00	1-Jan-22	31-Dec-22
Unserviced Pavilion	Per Day		\$100.00	1-Jan-22	31-Dec-22
Unserviced Pavilion	Per Hours		\$19.00	1-Jan-22	31-Dec-22
Camping: Special Events Only	Per Day	\$35.00	\$36.00	1-Jan-22	31-Dec-22

STORAGE SPACE	Unit	2021 Fee	2022 Fee	Effective	Ends
Outdoor	Per Year	\$255.75	<b>\$265.00</b>	1-Jan-22	31-Dec-22
Interior Storage Room	Per Year	\$322.50	<b>\$334.00</b>	1-Jan-22	31-Dec-22
JR. C – Club Room	Per Year	\$634.75	<b>\$657.00</b>	1-Jan-22	31-Dec-22

CORKAGE	Unit	2021 Fee	2022 Fee	Effective	Ends
7 oz Plastic Cup	Per Unit	\$0.13	<b>\$0.14</b>	1-Jan-22	31-Dec-22
14 oz Plastic Cup	Per Unit	\$0.18	<b>\$0.19</b>	1-Jan-22	31-Dec-22
Bag of Ice	Per Unit	\$3.65	<b>\$3.75</b>	1-Jan-22	31-Dec-22
2L Bottle of Pop	Per Unit	\$3.65	<b>\$3.75</b>	1-Jan-22	31-Dec-22
Wrist Bands	Per Unit	\$0.28	<b>\$0.29</b>	1-Jan-22	31-Dec-22

SPONSORSHIPS & ADVERTISING	Unit	2021 Fee	2022 Fee	Effective	Ends
Sponsorship: Public Skating	Per 1.5 Hours	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
Sponsorship: Public Swimming	Per 2 Hours	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
Advertising: Baseball Diamond (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Mount Forest Walking Track (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Arthur Wall (3.5' x 6')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Single Board (4' x 8')	Per Unit	\$385.00	<b>\$395.00</b>	1-Jan-22	31-Dec-22
Advertising: Ice Resurfacer (3 year agreement)	Per Year	\$1,500.00	<b>#####</b>	1-Jan-22	31-Dec-22
Advertising: Unit - 1000 Lexan Fee (includes installation & repair)	Per Unit	\$300.00	<b>\$300.00</b>	1-Jan-22	31-Dec-22

ARENA GENERAL ADMISSION (includes HST)	Unit	2021 Fee	2022 Fee	Effective	Ends
Walking Track Single Admission	Per Admission	\$2.50	<b>\$3.00</b>	1-Jan-22	31-Dec-22
Walking Track: Monthly Membership	Per Month	\$16.00	<b>\$20.00</b>	1-Jan-22	31-Dec-22
Skating: Single Admission	Per Admission	\$3.00	<b>\$3.00</b>	1-Jul-22	30-Jun-23
Skating: Stick & Puck	Per Admission	\$5.00	<b>\$5.00</b>	1-Jul-22	30-Jun-23
Skating: Family Single Admission	Per Admission	\$10.00	<b>\$10.00</b>	1-Jul-22	30-Jun-23
Skating: 10 Visit Pass	10 Visits	\$25.00	<b>\$25.00</b>	1-Jul-22	30-Jun-23
Skating: 10 Visit Pass Stick & Puck	10 Visits	\$40.00	<b>\$40.00</b>	1-Jul-22	30-Jun-23

POOL GENERAL ADMISSION (includes HST)	Unit	2021 Fee	2022 Fee	Effective	Ends
Swimming: Infants & Toddlers 2 years of age and under		\$0.00	<b>\$0.00</b>	1-Jan-22	31-Dec-22
Swimming: Single Admission	Per Admission	\$4.00	<b>\$4.00</b>	1-Jan-22	31-Dec-22
Swimming: Family Admission	Per Admission	\$15.00	<b>\$15.00</b>	1-Jan-22	31-Dec-22
Aquafit: Single Admission	Per Admission	\$5.00	<b>\$5.00</b>	1-Jan-22	31-Dec-22
Aquafit: 10 Visit Pass	10 Visits	\$36.00	<b>\$45.00</b>	1-Jan-22	31-Dec-22
Swimming: 20 Visit Pass Individual	20 Visits	\$70.00	<b>\$70.00</b>	1-Jan-22	31-Dec-22
Swimming: 20 Visit Pass Family	20 Visits	\$210.00	<b>\$210.00</b>	1-Jan-22	31-Dec-22
Swimming: Season Membership Individual	Per Season	\$100.00	<b>\$100.00</b>	1-Jan-22	31-Dec-22
Swimming: Season Membership Family	Per Season	\$250.00	<b>\$250.00</b>	1-Jan-22	31-Dec-22
Swim Team	Per Season	\$72.00	<b>\$72.00</b>	1-Jan-22	31-Dec-22

SWIMMING LESSONS & SWIM PROGRAMS (includes HST)	Unit	2021 Fee	2022 Fee	Effective	Ends
Parent & Tot 1, 2, 3	Per Session	\$70.00	<b>\$70.00</b>	1-Jan-22	31-Dec-22
Preschool A, B, C	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Beginner	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Swimmer 1 - 4	Per Session	\$75.00	<b>\$80.00</b>	1-Jan-22	31-Dec-22
Swimmer 5 - 10	Per Session	\$80.00	<b>\$85.00</b>	1-Jan-22	31-Dec-22
Bronze Medallion	Per Session	\$200.00	<b>\$200.00</b>	1-Jan-22	31-Dec-22
Bronze Cross	Per Session	\$175.00	<b>\$200.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 1 Lesson	Per Lesson		<b>\$25.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 5 Lessons	5 Lessons	\$120.00	<b>\$120.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Private Lesson: 10 Lessons	10 Lessons	\$220.00	<b>\$220.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Semi-Private Lesson: 5 Lessons	5 Lessons	\$100.00	<b>\$100.00</b>	1-Jan-22	31-Dec-22
1/2 Hour Semi-Private Lesson: 10 Lessons	10 Lessons	\$180.00	<b>\$180.00</b>	1-Jan-22	31-Dec-22

POOL RENTALS	Unit	2021 Fee	2022 Fee	Effective	Ends
1 Hour: 0-30 people, 2 Guards	Per Rental	\$120.00	<b>\$120.00</b>	1-Jan-22	31-Dec-22
1 Hour: 31+ people, 3 Guards	Per Rental	\$150.00	<b>\$150.00</b>	1-Jan-22	31-Dec-22
1 Hour: School Rental, 3 Guards	Per Rental	\$90.00	<b>\$90.00</b>	1-Jan-22	31-Dec-22

DAY CAMP RATES (includes HST)	Unit	2021 Fee	2022 Fee	Effective	Ends
Weekly Rate	Per Session	\$145.00	<b>\$155.00</b>	1-Jan-22	31-Dec-22
Daily Rate	Per Day	\$33.00	<b>\$35.00</b>	1-Jan-22	31-Dec-22

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

**BY-LAW NUMBER 017-21**

**BEING A BY-LAW TO DEDICATE CERTAIN LANDS AS PART OF  
THE PUBLIC HIGHWAY IN WELLINGTON NORTH IN THE  
COUNTY OF WELLINGTON.**

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

1. **THAT** the lands, which are situate in the Township of Wellington North, County of Wellington North being:
  - Commencing at Southeast intersection of Highway 89 and Sideroad 15;
  - Thence South 2,000 feet to a point;
  - Thence West 33 feet to a point;
  - Thence North 2,000 feet to the Northeast intersection of Highway 89 and Sideroad 15
  
2. **THAT** this by-law shall come into force on its passage

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>ND</sup> DAY OF FEBRUARY 2021.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 018-21**

**BEING A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT  
WITH 2574571 ONTARIO INC.**

**WHEREAS** 2574571 Ontario Inc. is the registered Owner

**WHEREAS** it is deemed expedient to enter into such an Agreement with

2574571 Ontario Inc. on the following lands:

PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT FOREST  
MOUNT FOREST AS IN DN32118; WELLINGTON NORTH

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

1. **THAT** The Corporation shall enter into a Site Plan Agreement with 2574571 Ontario Inc. in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. **THAT** the Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3. **AND THAT** the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22th DAY OF FEBRUARY, 2021.**

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

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

**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_ day of February, 2021.

BETWEEN:

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

-and-

**2574574 ONTARIO INC.**  
(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN32118; WELLINGTON NORTH

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

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

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

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

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

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

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
  - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in the amount of Fifteen Thousand Six Hundred and Seventy (\$15,670.00) Dollars, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of two (2) years from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said two (2) year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

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

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

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

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of February, 2021.

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

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk

We have authority to bind the Corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of February, 2021.

**2574574 ONTARIO INC.**  
Per:

\_\_\_\_\_  
Brad Wilson - President

I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: P.O. Box 7, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-369-4209

DEVELOPER'S EMAIL ADDRESS: wilsonplumbingservice@gmail.com

**SCHEDULE "A"**

**Approved Plan and Drawings**

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
A0.3	Site Plan	04-August-2020	G.M. Diemert Architect Inc.
A0.3	Site Plan (Molok)	03-March-2020	G.M. Diemert Architect Inc.
A1.0	Site Plan	12-December-2019	G.M. Diemert Architect Inc.
A2.1	Elevations	12-December-2019	G.M. Diemert Architect Inc.
M2.1	Level 1 Plan Plumbing & Drainage	11-December-2020	DEI Consulting Engineers
01854-TS1	Title Sheet	07-October-2020	Cobide Engineering Inc.
01854-SG1	Site Grading Plan	07-October-2020	Cobide Engineering Inc.
01854-SS1	Site Servicing Plan	07-October-2020	Cobide Engineering Inc.
01854-ESC1	Erosion & Sediment Control Plan	07-October-2020	Cobide Engineering Inc.
01854-SWM1	Pre-Development Catchment Area	07-October-2020	Cobide Engineering Inc.
01854-SWM2	Post Development Catchment Area	07-October-2020	Cobide Engineering Inc.
01854-DET1	Details I	07-October-2020	Cobide Engineering Inc.
	Stormwater Management Review	29-July-2020	Cobide Engineering Inc.
Project No: 19-327(a).R01	Geotechnical Investigation Report for Proposed Condominium Development	20-April-2020	CMT Engineering Inc.
L1	Tree Management Plan	19-December-2019	MacKinnon & Associates
L2	Landscape Plan	19-December-2019	MacKinnon & Associates
L3	Landscape Plan	19-December-2019	MacKinnon & Associates
Project #: S174426, Pages 1 to 7	SC-310 Stormtech Chamber Design Drawings and Specifications	26-March-2020	Advanced Drainage Systems Inc.
	Stormtech Isolator Row O&M Manual		
	Surveyors Real Property Report with Topographic Information	3-October-2019	Van Harten Surveying Inc.

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

- The owner agrees that the building or buildings to be constructed will meet the definition of Purpose Built Rental Housing as per Township of Wellington North By-Law No. 059-18
  - "Purpose-Built Rental Housing" means a residential use building or structure that consists of four (4) or more dwelling units that will remain as rental housing for a period of at least 20 years from the date of issuance of a building permit.
- Prior to commencement of construction, as part of the Building Permit application, the Owner shall provide to the Township a detailed engineering design submission for the apartment building's water supply and fire suppression system signed and sealed by a P.Eng. licensed to practice in Ontario, to the satisfaction of the Township's Building Department.
- Prior to commencement of construction, the Owner shall provide a copy of the agreement, easement or other evidence, to the satisfaction of the Township, that the Owner has made arrangements with the neighbouring land owner immediately west of the property regarding tree removals, placing of fill, grading, silt fencing and other erosion control measures, access for construction, and restoration.
- The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense, including the buried stormwater management works, and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.

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

**BY-LAW NUMBER 019-21**

**BEING A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT  
WITH 2738330 ONTARIO INC.**

**WHEREAS** 2738330 Ontario Inc. is the registered Owner

**WHEREAS** it is deemed expedient to enter into such an Agreement with 2738330 Ontario Inc. on the following lands:

PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT AS IN RON96542; SAVE AND EXCEPT PART 3, 61R10164; WELLINGTON NORTH

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

1. **THAT** The Corporation shall enter into a Site Plan Agreement with 2738330 Ontario Inc. in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1.
2. **THAT** the Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3. **AND THAT** the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22nd DAY OF FEBRUARY, 2021.**

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

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

**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this            day of            , 2021.

BETWEEN:

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

-and-

**2738330 ONTARIO INC.**  
(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT AS IN RON96542; SAVE AND EXCEPT PART 3, 61R10164; WELLINGTON NORTH

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

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

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

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

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

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

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
  - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount of sixty seven thousand dollars (\$67,000.00), sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

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

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

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

respect to such phase(s);

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

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk

We have authority to bind the Corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2021.

**2738330 ONTARIO INC.**  
Per:

\_\_\_\_\_  
Abdul Waheed, Director

I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 85 Grice Circle, Stouffville, ON, L4A 0V6

DEVELOPER'S PHONE NUMBER: 416-432-5963

DEVELOPER'S EMAIL ADDRESS: abdul\_waheed@yahoo.com

**SCHEDULE "A"**

**Approved Plan and Drawings**

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
DSP-1	Demolition Site Plan	20-Oct-2020	Gama Engineering Inc.
SP-1	Proposed Site Plan	20-Oct-2020	Gama Engineering Inc.
GP-1	Grading and Servicing Plan	08-Jan-2021	Gama Engineering Inc.
GP-2	Notes and Details	08-Jan-2021	Gama Engineering Inc.
TGP-1	Proposed Site Plan Fuel Delivery Truck Route	20-Oct-2020	Gama Engineering Inc.
TGP-2	Proposed Site Plan Garbage Truck Route	20-Oct-2020	Gama Engineering Inc.
TGP-3	Proposed Site Plan Passenger Car Route	20-Oct-2020	Gama Engineering Inc.
MS-1	Miscellaneous Site Equipment & Garbage Enclosure Details	20-Oct-2020	Gama Engineering Inc.
PYS-1	Pylon Sign	20-Oct-2020	Gama Engineering Inc.
A201	Floor Plan & Details	20-Oct-2020	Gama Engineering Inc.
A202	Existing Building Proposed Elevations	20-Oct-2020	Gama Engineering Inc.
CA-1	Proposed Canopy, Island, Apron Layout	20-Oct-2020	Gama Engineering Inc.
CA-2	Proposed Canopy Elevations	20-Oct-2020	Gama Engineering Inc.
	Site Design Brief	June 2020	Gama Engineering Inc.
	Domestic Water Design Report	October 2020	Gama Engineering Inc.
	Traffic Operations Assessment	08-Jun-2020	Tranplan Associates

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

- Commencement of construction may not proceed until the Township has received an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks, for the SWM works (i.e. the OGS structure).
- The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement. The requirement includes, but is not limited to, the annual inspection and cleaning of the oil grit separator structure.
- The Owner shall comply with all applicable environmental Acts and Regulations. If subsurface (e.g. petroleum) contamination is encountered on Township lands, it shall be remediated in compliance with environmental regulations and to the satisfaction of the Township.
- Fuel delivery shall be made after regular business hours so as not to interfere with site uses during normal business hours of operation.
- An Entrance Permit must be obtained from the County of Wellington for the Sligo Road entrance.

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

**BY-LAW NUMBER 020-21**

**BEING A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT  
WITH O K CONSTRUCTION INC.**

**WHEREAS** O K CONSTRUCTION INC. is the registered Owner

**WHEREAS** it is deemed expedient to enter into such an Agreement with O K CONSTRUCTION INC. on the following lands:

PIN                               71072-0099  
DESCRIPTION       PART LOT 32, CON 1, DIV 3 NORMANBY DESIGNATED  
AS PART 2, 61R10178; TOWNSHIP OF WELLINGTON NORTH  
and

PIN                               71072-0108  
DESCRIPTION       PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PART 6,  
61R21655; TOWNSHIP OF WELLINGTON NORTH.

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

1.     **THAT** The Corporation shall enter into a Site Plan Agreement with O K Construction Inc. in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1.
2.     **THAT** the Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3.     **AND THAT** the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22nd DAY OF FEBRUARY, 2021.**

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

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

**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BETWEEN:

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

-and-

**O K CONSTRUCTION INC.**  
(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as:

PIN 71072-0099  
DESCRIPTION PART LOT 32, CON 1, DIV 3 NORMANBY DESIGNATED AS  
PART 2, 61R10178; TOWNSHIP OF WELLINGTON NORTH

and

PIN 71072-0108  
DESCRIPTION PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PART 6,  
61R21655; TOWNSHIP OF WELLINGTON NORTH.

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

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

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

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

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

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.
5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
  - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.

12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:
- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
  - b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
  - c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.
- Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes
13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after an as-built grading survey has been provided and a professional engineer or architect has given Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
- (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - (c) that the Owner shall provide to the Township a letter of credit or other

satisfactory security in an amount to be determined by the CAO or CBO, and the provisions of this Agreement shall apply to such security with respect to such phase(s);

(d) that the provisions of this Agreement shall apply to all such phases.

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

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk  
We have authority to bind the Corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2021.

**O K CONSTRUCTION INC.**  
Per:

\_\_\_\_\_  
Rob Kiesau – Vice President  
I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: P.O. Box 55, Mount Forest, Ontario, N0G 2L1

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DEVELOPER'S PHONE NUMBER: 519-323-2242

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DEVELOPER'S EMAIL ADDRESS: Rob\_okconstruction@live.ca

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**SCHEDULE "A"**

**Approved Plan and Drawings**

Drawing No.	Document Name	Last Revision Date	Prepared By
SP-1	Lot Development Plan	Feb. 4, 2021	Van Harten Surveying Inc.
SG-1	Servicing & Grading Plan	Feb. 4, 2021	Van Harten Surveying Inc.
	Servicing & Stormwater Management Report	March 10, 2020	Van Harten Surveying Inc.
	Left Sideyard Swale Calculation – 100 Year Storm, along with Post Development Catchment Sketch	June 11, 2020	Van Harten Surveying Inc.

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

- THAT the Owner shall obtain an Environmental Compliance Approvals from the Ministry of the Environment, Conservation and Parks for the stormwater management (SWM) works, prior to construction of the site works.
- THAT the Owner shall ensure that gravel driveway and gravel access area maintenance activities shall not alter the intention of the drainage design, including the conveyance of all site runoff to the stormwater management pond for quantity and quality control, as per the approved Van Harten Lot Development Plan.
- THAT the Owner shall maintain the SWM works to ensure proper stormwater runoff quantity and quality control, including following the monitoring and cleaning recommendations of the Oil Grit Separator (OGS) structure (i.e. Stormceptor EF4) manufacturer.
- THAT the Owner agrees that any outdoor display areas or outdoor storage areas be minimal and that they conform to the regulations set out in the Township of Wellington Norths Comprehensive Zoning By-law.

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

**BY-LAW NUMBER 021-21**

**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 22, 2021**

**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 February 22, 2021 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 22ND DAY OF FEBRUARY, 2021.**

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

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