

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING AGENDA OF COUNCIL  
MAY 22, 2018 @ 7:00 P.M. (Closed Session 6:30 P.M.)  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE  
NUMBER**

**CALLING TO ORDER** - Mayor Lennox

**ADOPTION OF THE AGENDA**

**DISCLOSURE OF PECUNIARY INTEREST**

**CLOSED MEETING SESSION** (starts ½ hour earlier than Council Meeting)

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;

1. **REPORTS**

a. CLK 2018-020 being a report on a potential sale of land, 60 Wells Street, Arthur

2. **REVIEW OF CLOSED SESSION MINUTES**

- a. April 9, 2018
- b. April 17, 2018
- c. April 23, 2018

**O' CANADA**

**PRESENTATIONS**

a. Bonny McDougall, Cultural Roundtable

- Presentation of pumpkin plants

001

b. Rolf Maurer, Arntjen Solar

**RECESS TO MOVE INTO PUBLIC MEETING**

Committee of Adjustment

- A10/18 – Klingenmaier, Rita
- A12/18 – Machan, William and Shirley
- A13/18 – Karl Aitken Carpentry & General Contracting Ltd.

**RESUME REGULAR MEETING OF COUNCIL**

**ADOPTION OF MINUTES OF COUNCIL**

- Public Meeting of April 23, 2018 002
- Council Meeting of April 23, 2018 017
- Public Meeting of May 7, 2018 027
- Council Meeting of May 7, 2018 052

**BUSINESS ARISING**

**ITEMS FOR CONSIDERATION**

**Business: reports, recommendations, correspondence for direction**

1. **FIRE**

a. Communiqué #054, April, 2018

060

2.	BUILDING	
a.	Report CBO 2018-10 being a report on a By-law Prescribing Standards for the Maintenance and Occupancy of Property	066
3.	OPERATIONS	
a.	Report PW 2018-006 being a report on 2018 Reserve Wastewater Capacity Calculations for Wellington North	068
b.	Report PW 2018-007 being a report on the 2018 Procurement of a Plow Truck	078
4.	ECONOMIC DEVELOPMENT	
a.	Report EDO 2018-22 Municipal Green Energy Program	081
b.	Report EDO 2018-23 Youth Resiliency Worker	085
5.	FINANCE	
a.	Cheque Distribution Report, May 16, 2018	104
b.	Council Q1 2018 Actual to Budget Variance Analysis	107
c.	Report TR2018-007 being a report on Council Remuneration and the One-Third Tax Exemption	110
d.	Report TR2018-008 being a report on the 2018 OCIF Funding	115
e.	Report TR2018-009 being a report on the Development Charges Draft Update (under separate cover)	
6.	ADMINISTRATION	
a.	Report CLK 2018-021 being a report on a Joint Compliance Audit Committee	117
b.	Report CLK 2018-022 being a report on Tender 2018-002 Award (Culp/Eden)	121
c.	Report CLK 2018-023 being a report on Canine Licensing	126
d.	Report CLK 2018-024 being a report on letter of support for Mount Forest and District Lawn Bowling Club	132
7.	COUNCIL	
a.	Wellington North Power Inc. Quarterly Update (Quarter 1: Period ending March 31 <sup>st</sup> 2018)	134
b.	Grand River Conservation Authority, correspondence dated May 1, 2018, regarding progress report on the Grand River Watershed Water Management Plan	138
c.	Application for Noise Exemption – Marty Young, 404 Ayrshire Street, Mount Forest	145
d.	Correspondence dated April 13, 2018 from the Attorney General regarding lottery licensing requirements	146
a.	Ministry of Education Pupil Accommodation Review Guideline, April 2018	156

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

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

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

**NOTICE OF MOTION**

**COMMUNITY GROUP MEETING PROGRAM REPORT**

**BY-LAWS**

- a. By-law Number 046-18 being a by-law to establish a Joint Compliance Audit committee and to approve the Terms of Reference 186
- b. By-law Number 047-18 being a by-law prescribing Standards for the Maintenance and Occupancy of Property and to repeal By-law 086-16 195
- c. By-law Number 048-18 being a by-law of the Corporation of the Township of Wellington North to constitute and appoint members to the Township of Wellington North Court of Revision for the Cormack Drain 48 231
- d. By-law Number 049-18 being a by-law to establish Terms of Reference for a Property Standards Committee 233
- e. By-law Number 050-18 being a by-law to set the rates for 2018 taxation and to provide for the collection thereof 239

**CONFIRMATORY BY-LAW NUMBER 051-18** 245

**ADJOURNMENT**

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
May 24, 2018	Wellington North Cultural Roundtable	12:00 p.m.
May 25, 2018	Wellington North Farmers Market Opening Day	3:00 p.m. to 6:30 p.m.
May 26, 2018	7 <sup>th</sup> Annual Taste Real Northern Wellington Spring Rural Romp	10:00 a.m. – 4:00 p.m.
June 4, 2018	Public Meeting	2:00 p.m.
June 4, 2018	Regular Council Meeting	2:00 p.m.
June 13, 2018	Saugeen Economic Development Corporation Hawks Nest Event: Knights of Columbus Hall, Walkerton	6:00 p.m.
June 21, 2018	Wellington North Cultural Roundtable	12:00 p.m.
June 25, 2018	Regular Council Meeting	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**

RECEIVED



# Township of Wellington North

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

APR 19 2018

TWP. OF WELLINGTON NORTH

## Deputation Request Form

Name of Deputant(s) Bonny McDougall

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

Name of Group/Organization/Business Metz - St Pauls - Culture Days

### Contact Information

Mail: 8263 Sdrd 30

Email: 

Telephone: 519 848-3177

### Type of Meeting

Council OR  Committee (includes ad hoc)

Date of Meeting May 22/18

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

Presentation to Council.

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

like to have Photo of presentation.

Estimated Financial Impact to municipality:

Capital \_\_\_\_\_ Annual Operating \_\_\_\_\_

SIGNATURE: Bonny McDougall

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING - MINUTES  
MONDAY, APRIL 23, 2018 AT 7:00 P.M**

The Public Meeting was held in the Municipal Office Council Chambers to consider a proposed zoning amendment application.

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

<b><u>Staff Present:</u></b>	<b>CAO:</b>	<b>Michael Givens</b>
<b>Director of Legislative Services/Clerk:</b>		<b>Karren Wallace</b>
<b>Deputy Clerk:</b>		<b>Catherine Conrad</b>
<b>Economic Development Officer:</b>		<b>Dale Small</b>
<b>Chief Building Official:</b>		<b>Darren Jones</b>
<b>Fire Chief:</b>		<b>David Guilbault</b>
<b>Senior Planner:</b>		<b>Curtis Marshall</b>

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

**Declaration of Pecuniary Interest:**

No pecuniary interest declared.

**OWNER/APPLICANT: Township of Wellington North**

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Bodley Survey Part Lots A, B & C, RP 61R-11188 Parts 2 & 3, RP 61R-11525 Parts 4, 5 & 7, and is Municipally known as 455 Dublin St, Geographic Town of Mount Forest. The property is 0.44 hectares (1.08 acres) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Medium Density Residential (R2) Zone to Institutional (IN) Zone.

**NOTICE**

Notice for this public meeting was mailed to property owners within 120 m and required agencies and posted on the property on March 29, 2018 pursuant to the provisions of the Planning Act.

## **PRESENTATIONS**

Curtis Marshall, Senior Planner, reviewed the Planning Report dated April 16, 2018.

### **Planning Opinion**

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) Zone to Institutional (IN) Zone to recognize the institutional use of the property and facilitate the sale of the subject lands by the Township.

Planning Staff had no objections to the zoning amendment. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies that encourage urban centres to have a sufficient mix of land uses including institutional lands to service the community. The property is currently used for institutional purposes and the zoning by-law amendment will recognize this use.

### **INTRODUCTION**

The property subject to the proposed amendment is described as Bodley Survey Part Lots A, B & C, RP 61R-11188 Parts 2 & 3, RP 61R-11525 Parts 4, 5 & 7, and is Municipally known as 455 Dublin St, Geographic Town of Mount Forest. The property is 0.44 hectares (1.08 acres) in size.

### **PROPOSAL**

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) Zone to Institutional (IN) Zone to recognize the institutional use of the property and facilitate the sale of the subject lands by the Township.

### **PROVINCIAL POLICY STATEMENT (PPS)**

The subject property is located within the settlement area of Mount Forest. Section 1.1.3.1 of the Provincial Policy Statement states that “settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.” Settlement areas are encouraged to include a mix of densities and land uses.

### **WELLINGTON COUNTY OFFICIAL PLAN**

The property is within the Mount Forest Urban Centre and is designated Residential. The Residential designation permits institutional uses. Section 8.3.10 of the Official Plan provides for non-residential uses such as schools, churches, day care centres and nursery schools may be permitted provided that they meet the following criteria:

- a) non-residential development should be located on an arterial or collector road or in close proximity to the Central Business District;
- b) the design of the proposed development with respect to building height,

- setbacks, landscaping, parking and vehicular circulation will ensure that it will be compatible with surrounding uses of land;
- c) adequate infrastructure shall be available or will be made available to service the development; and,
  - d) the zoning by-law establishes a specific zone or zones for these uses.

### **WELLINGTON NORTH ZONING BY-LAW**

The subject lands are zoned Medium Density Residential (R2). The subject lands are proposed to be rezoned to Institutional (IN) to facilitate the sale of the property. The property is currently used for institutional purposes (childcare and learning centre) and the proposed amendment will recognize this use.

### **Draft Zoning By-law Amendment**

A draft Zoning By-law amendment has been prepared for public review and Council's consideration, and is attached to this report.

### **CORRESPONDENCE FOR COUNCIL'S REVIEW**

- Jim Klujber, Chief Operating Officer, Wellington North Power Inc.
  - Applicant to contact WNP prior to completion of site plans to request electrical service requirement.
- Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority
  - Proposed amendment acceptable

### **REQUEST FOR NOTICE OF DECISION**

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

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

Warren Fink, 363 Jeremy's Crescent, commented that the report refers to a current use as institutional even though it has been vacant for 2 or 3 years. Mr. Fink asked if there is any information on what will be built or when he can find out what will be built. He was advised that the new owner would be the one who can answer questions about the development of the property. Once a building permit is issued it is posted on the property and is a public document.

### **COMMENTS/QUESTIONS FROM COUNCIL**

No comments or questions

**OWNER/APPLICANT: 2574575 Ontario Inc.**

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Part of Park Lot 4, S/S of Durham St, E/S of Main St, Plan Mount Forest, with a civic address of 488 Durham St E, Mount Forest. The property is 2.64 hectares (6.52 acres) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Future Development (FD) Zone to High Density Residential (R3) Zone to facilitate the construction of two 5-unit townhouse blocks (10 units total). This rezoning is a condition of severance applications B23/18 & B24/18, that were granted provisional approval by the Wellington County Land Division Committee. The consents will sever two vacant parcels 1,565 m<sup>2</sup> (16,845 ft<sup>2</sup>) and 1,721 m<sup>2</sup> (18,524 ft<sup>2</sup>) for the townhouse blocks. A 2.31 ha (5.7 ac) vacant lot is retained for Future Development.

**NOTICE**

Notice for this public meeting was mailed to property owners within 120 m and required agencies and posted on the property on March 29, 2018 pursuant to the provisions of the Planning Act.

**PRESENTATIONS**

Curtis Marshall, Senior Planner reviewed the Planning Report dated April 16, 2018.

**PLANNING OPINION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Future Development (FD) to High Density Residential (R3) to facilitate the construction of two 5-unit townhouse blocks (10 units total). This rezoning is a condition of severance application B23/18 & B24/18 that were granted provisional approval by the Wellington County Land Division Committee. The consents sever two vacant parcels 1,565 m<sup>2</sup> (16,845 ft<sup>2</sup>) and 1,721 m<sup>2</sup> (18,524 ft<sup>2</sup>) in size for the townhouse blocks. A 2.31 ha (5.7 ac) vacant lot is retained for future development.

Planning Staff had no concerns with the application to permit townhouses as it is consistent with the Provincial Policy Statement, the Growth Plan and meets the criteria of the County Official Plan. The introduction of medium density residential development is consistent with the Wellington North Community Growth Plan and implements the Official Plan residential designation and “greenfield” density policies.



## **LOCATION**

The subject property is legally described as Part of Park Lots 4, s/s of Durham Street E/S of Main Street, Plan Mount Forest with a civic address of 488 Durham Street E. The property is approximately 2.64 hectares (6.52 acres) in size and is currently vacant.

## **PROPOSAL**

The proposal is to rezone the subject lands from Future Development (FD) to High Density Residential (R3) to facilitate the construction of two 5-unit townhouse blocks (10 units total). This rezoning is a condition of severance applications B23/18 & B24/18 that were granted provisional approval by the Wellington County Land Division Committee. The consents will sever two vacant parcels 1,565 m<sup>2</sup> (16,845 ft<sup>2</sup>) and 1,721 m<sup>2</sup> (18,524 ft<sup>2</sup>) in size for the townhouse blocks. A 2.31 ha (5.7 ac) vacant lot is retained for future development.

## **PROVINCIAL PLANNING POLICY**

The subject property is located within the settlement area of Mount Forest. Section 1.1.3.1 of the Provincial Policy Statement states that “settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.” Settlement areas are encouraged to include a mix of densities and land uses.

The Provincial Growth Plan directs the majority of growth to settlement areas as a better use of land and infrastructure while prioritizing intensification in strategic growth areas, including urban growth centres, major transit station areas, brownfield sites and greyfields.

Under section 2.2.7 of the Growth Plan, new development taking place in designated greenfield areas will be planned, designated, zoned and designed in a manner that supports the achievement of complete communities.

## **COUNTY OFFICIAL PLAN**

The lands subject to the amendment is designated RESIDENTIAL in the Urban Centre of Mount Forest. The property is located outside of the defined “built boundary” and therefore is considered a Greenfield area.

## **Development of Greenfield Areas**

The policies of Section 3 of the Official Plan outline the general strategies for guiding growth within the County. Section 3.3 sets out objectives for growth and encourages growth in urban areas. It further encourages the efficient use of land through increased densities in designated Greenfield areas of urban centres.

Section 3.3.1 identifies targets and states “the designated greenfield area of the County will be planned to achieve an overall minimum density of not less than 40 residents and jobs per hectare. This application is located within a Greenfield area and will contribute and support this target.

According to Section 4.4.4, the County will encourage increased densities and a broader mix of housing in Greenfield areas. New developments will be required to achieve densities which promote the overall greenfield density target of 40 persons and jobs per hectare and specifically strive to attain at least 16 units per gross hectare (6.5 units per gross acre) in newly developing subdivisions. The introduction of medium density housing types in new subdivisions and other Greenfield areas is encouraged.

### **WELLINGTON NORTH COMMUNITY GROWTH PLAN**

The following relevant Growth Management Goals have been identified:

1. To direct and focus development to the urban areas of Arthur and Mount Forest as the primary centres and complete communities with a mix of land uses, housing, jobs and services.
4. To plan and promote orderly, compact development within the urban areas, based on phasing to align with planning for infrastructure, transportation, facilities and services.

### **WELLINGTON NORTH ZONING BY-LAW**

The subject lands are currently zoned Future Development (FD). The applicant has requested to rezone the subject lands to High Density Residential (R3) Zone to facilitate the construction of two 5-unit townhouse blocks (10 units total). The Residential (R3) Zone permits street townhouse units, cluster/block townhouse units, and apartments.

### **PLANNING DISCUSSION**

#### **Medium Density Development**

Section 8.3.5 of the County Official Plan identifies that medium density development such as townhouses may be permitted in RESIDENTIAL designated areas provided that specific criteria are addressed.

The specific criteria are addressed as follows:

Policy Requirement:	Response:
a) Development should not exceed 35 units per hectare (14 units per acre) for townhouses	B23/18 (5 units) is 32 units per hectare (12.9 units per acre). B23/18 (5 units) is 29 units per hectare (11.75 units per acre).  A combined density of 30.4 units per hectare (12.3 units per acre) is proposed for the two lots. The proposed density achieves the minimum greenfield density requirement of at least 16 units per gross hectare (6.5 units per gross acre) and is under the maximum

	medium density of 35 units per hectare (14 units per acre) identified for townhouses.
b) The design is compatible with existing or future development on adjacent properties;	Adjacent uses include a single detached dwelling. A plan of subdivision is being developed on the retained adjacent lands. Site design, landscaping fencing etc. will be reviewed as part of the site plan application and will consider compatibility with adjacent uses.
c) The site has a suitable size and shape to accommodate the development and required infrastructure	B23/18 is 1,565 m <sup>2</sup> (16,845 ft <sup>2</sup> ) and B24/18 is 1,721 m <sup>2</sup> (18,524 ft <sup>2</sup> ) in size which is suitable in size and shape for a townhouse development. Site design, grading, drainage, landscaping etc. will be reviewed as part of the site plan application.
d) Adequate services are available	Municipal servicing is available in Mount Forest. The applicants engineer is preparing updated design drawings to service the development. These details will be reviewed as part of the site plan application.
e) In greenfield areas, medium density street townhouses are allowed on local roads	The property is located on Durham Street E, which is a local road.
f) Appropriate zoning is provided.	The property is proposed to be zoned Residential R3 which provides standards for townhouse dwellings.

### Site Plan Approval

The proposed development will be subject to Site Plan Review by the Township. Site design, grading, servicing, stormwater management, landscaping, parking, fencing etc. will be reviewed as part of the site plan review.

### Draft Zoning By-law Amendment

A site specific draft Zoning By-law amendment has been prepared for public review and Council's consideration which rezones the property to R3, and is attached to this report.

**CORRESPONDENCE FOR COUNCIL'S REVIEW**

- Jim Klujber, Chief Operating Officer, Wellington North Power Inc.
  - Applicant to contact Wellington North Power Inc. prior to completion of site plans to request electrical service requirement.
  - Applicant required to enter into a Construction Agreement with Wellington North Power Inc.
  
- Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority
  - Proposed amendment acceptable

Upper Grand District School Board

- No objection. Development Charges to be collected.

**REQUEST FOR NOTICE OF DECISION**

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

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

Jeff Buisman, Van Harten Surveying Inc., was present as the applicant's agent to answer questions regarding the proposed amendment. The development proposed is for two 5-unit townhouse blocks. They are working with the Township regarding services. The buildings will meet zoning requirements.

**COMMENTS/QUESTIONS FROM COUNCIL**

No comments or questions

**OWNER/APPLICANT: Streetsville Bush Auto Recyclers Inc.**

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as WOSR, Lot 13, Divs 3 & 4, RP 61R-8621, Part 9 and is Municipally known as 7272 Sideroad 5 W, Geographic Arthur Township. The property is 7.69 hectares (19 acres) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands to permit the outdoor storage of motor vehicles as a primary use on the property. The property is currently zoned Rural Industrial with a site specific provision (RIN-87) which permits the outdoor storage of tunnel-boring machinery without a primary building being required. The motor vehicles would be stored in conjunction with the adjacent auto salvage, wrecking, and recycling business located at 7258 Sideroad 5 West.

**NOTICE**

Notice for this public meeting was mailed to property owners within 120 m and required agencies and posted on the property on March 29, 2018 pursuant to the provisions of the Planning Act.

**PRESENTATIONS**

Curtis Marshall, Senior Planner, reviewed the Planning Report dated April 16, 2018.

**PLANNING OPINION**

The purpose and effect of the proposed amendment is to rezone the subject lands to permit the outdoor storage of salvage motor vehicles as a primary use on the property. The motor vehicles would be stored in conjunction with the adjacent auto salvage, wrecking, and recycling business (Kenilworth Auto Recyclers) located at 7258 Sideroad 5 West.

The subject property is designated Rural Employment Area. The property is currently zoned Rural Industrial with a site specific exception (RIN-87) which permits outdoor storage without a primary building being required. A zoning by-law amendment is required to specifically permit the storage of salvage motor vehicles as the use is captured under the definition of a “salvage or wrecking and recycling facility”, and therefore is prohibited unless permitted by an amendment to the Zoning By-law.

Planning Staff have prepared a draft Zoning By-law amendment for Council's consideration which is attached to this report.

### **LOCATION**

The land subject to the proposed amendment is described as WOSR, Lot 13, Divs 3 & 4, RP 61R-8621, Part 9 and is Municipally known as 7272 Sideroad 5 West, Geographic Township of Arthur. The property is 7.69 hectares (19 acres) in size. There are no buildings on the property. There is a large graveled and fenced storage yard on the property which is currently being used to store "end of life automobiles" (salvage motor vehicles) by the owner.

### **PROPOSAL**

The purpose and effect of the proposed amendment is to rezone the subject lands to permit the outdoor storage of salvage motor vehicles as a primary use on the property. The property is currently zoned Rural Industrial with a site specific exception (RIN-87) which permits outdoor storage without a primary building being required. The motor vehicles would be stored in conjunction with the adjacent auto salvage, wrecking, and recycling business (Kenilworth Auto Recyclers) located at 7258 Sideroad 5 West.

### **PROVINAL POLICY STATEMENT (PPS)**

Under Section 1.3.1 (Employment) of the PPS, Planning authorities shall promote economic development and competitiveness by providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

### **COUNTY OFFICIAL PLAN**

The subject property is designated Rural Employment Area. Permitted uses include dry industrial and commercial uses requiring large lots. Such industrial uses may include manufacturing, processing, fabrication and assembly of raw materials or repair, servicing, distribution and storage of materials.

Under Section 6.8.3, Councils when considering rezoning applications shall ensure that existing and proposed uses are compatible, and that sensitive uses are adequately separated from industrial uses. The Zoning By-law may also limit the location and size of commercial uses.

### **ZONING BY-LAW**

The subject lands are zoned Rural Industrial with a site specific exception (RIN-87). The site specific exception permits outdoor storage without the presence of a main building as an additional permitted use. More specifically the outdoor storage of tunnel-boring machinery and ancillary components, shipping containers which may contain smaller tunnel-boring machine components and similar equipment is permitted.

Under Section 6.35 Uses Restricted in all Zones, a *salvage or wrecking facility* is prohibited throughout the Township, either alone or in conjunction with another uses unless specifically permitted in a zone or by an amendment to the Zoning By-law.

The Zoning By-law defines a *salvage or wrecking and recycling facility* as follows: “means the use of land, buildings or structures for the wrecking, dismantling, storing and/or selling of used vehicles, farm equipment and parts thereof, including tires and other goods, wares or materials”.

A zoning by-law amendment is required to specifically permit the storage of salvage motor vehicles as the use is captured under the definition of a “salvage or wrecking and recycling facility”, and therefore is prohibited unless permitted by an amendment to the Zoning By-law.

## **PLANNING DISCUSSION**

### **Compatibility:**

The County Official Plan outlines that Councils when considering rezoning applications in Rural Employment Areas shall ensure that existing and proposed uses are compatible, and that sensitive uses are adequately separated from industrial uses. In terms of compatibility with adjacent uses, the subject property is located within a rural industrial area that includes several businesses that have large outdoor storage areas/yards such as the Quality Homes manufacturing facility. The subject property is located adjacent to the County’s Riverstown Waste Facility, Kenilworth Auto Recyclers (auto salvage, wrecking, and recycling business), and is across the road from a licensed aggregate extraction site. The closest residential dwelling is approximately 340.0 m (1115.0 ft) from the subject property.

The site specific zoning exception requires that outdoor storage on the property not be located within any required yards (eg. within the side yard setback), shall not compromise more than 40% of the lot area, and shall be visually screened from view the street and from any abutting land zoned or used for residential, institutional or open space uses. The subject property is partially screened with trees along the road. Additional screening may not be deemed necessary as long as the storage of salvage automobiles is limited to the existing fenced storage compound.

In order to limit the scale and impacts of the proposed use, Planning Staff have included specific wording in the draft zoning by-law which only permits the **storage** of salvage automobiles within the **existing** storage compound on the property. The by-law has also been written to exclude the wrecking, processing, and removal of parts and/or fluids from salvage automobiles. These activities may take place on the adjacent Kenilworth Auto Recyclers which and also owned by the applicant and is zoned for such use. Wording has also been included to exclude the storage of tires, scrap metal or other materials and debris on the property.

**MOECC Approvals:**

In 2016 the Province issued updated the Environmental Protection Act (EPA) and released new regulations related to automobile salvage yards. Under the new regulations, salvage yards, now known as “end of life vehicle” processing sites are required to register with the Province under the Environmental Activity and Sector Registry (EASR). Kenilworth Auto Recycling (located next door, and also owned by the applicant) is registered with the Province. Under the new regulations, the applicant will have to determine if they need to register the subject site with the Province, and/or obtain any other necessary Environmental Compliance Approvals.

**Draft Zoning By-law:**

A draft zoning by-law has been prepared for Council’s consideration which proposes to amend the site specific exception on the property to permit storage of salvage automobiles as an additional permit use. The draft by-law is attached to this report.

**CORRESPONDENCE FOR COUNCIL’S REVIEW**

- None

**REQUEST FOR NOTICE OF DECISION**

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

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

The Applicant was present.

**COMMENTS/QUESTIONS FROM COUNCIL**

Mayor Lennox questioned if an Environmental Compliance Approval is required by the Ministry of Environment and Climate Control and is screening around the site of the outside compound had been considered. It was explained that in 2016 the MOECC came out with new guidelines for wrecking yards. Kenilworth Auto Recyclers is registered. The storage site is fenced but not screened. Screening or buffering was not considered necessary.



**OWNER/APPLICANT: Janet Keeping**

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Lot 13, Concession 4, Geographic Township of West Luther, with a civic address of 8725 Sideroad 13. The property is 20.2 hectares (49.9 acres) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands to prohibit future residential development on the severed agricultural portion of property. This rezoning is a condition of severance application B162/17, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the vacant agricultural 19.2 ha (47.4 acres) parcel from the retained rural residential parcel under the surplus farm dwelling policies.

**NOTICE**

Notice for this public meeting was mailed to property owners within 120 m and required agencies and posted on the property on March 29, 2018 pursuant to the provisions of the Planning Act.

**PRESENTATIONS**

Curtis Marshall, Senior Planner, reviewed the Planning Report dated April 16, 2018.

**Planning Opinion**

The purpose of this zoning amendment is to prohibit future residential development on the severed agricultural portion of the subject lands. This rezoning is a condition of severance application B162/17, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a vacant 19.2 ha (47.4 ac) agricultural parcel from the retained 1.0 ha (2.47 ac) rural residential parcel.

Planning Staff had no objections to the zoning amendment. Both the PPS and County Official Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future development dwellings. This rezoning would satisfy a condition for consent application B162/17.

**INTRODUCTION**

The property subject to the proposed amendment is described as Part Lot 13, Concession 4 Geographic Township of West Luther, with a civic address of 8725 Sideroad 13. The proposal is a condition of a recent severance application on the property, B162/17. The proposed severed parcel is 19.2 ha (47.4 ac) and the retained parcel is 1.0 ha (2.47 ac) in size.

**PROPOSAL**

The purpose of the application is to rezone the subject lands to restrict future residential development on the severed agricultural lot. This rezoning is a condition of severance application B162/17, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the agricultural parcel from the existing dwelling and accessory structure under the surplus farm dwelling policies.

**PROVINCIAL POLICY STATEMENT (PPS)**

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

**WELLINGTON COUNTY OFFICIAL PLAN**

The subject lands are designated PRIME AGRICULTURE and CORE GREENLANDS. Identified environmental features include Wetlands. This application is required as a result of a severance application B162/17. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

**WELLINGTON NORTH ZONING BY-LAW**

The subject lands are zoned Agricultural (A) and Natural Environment (NE). There are no proposed buildings or structures to be built within the NE zone. Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zoning amendment will restrict any future residential development on the severed vacant agricultural parcel.

A draft zoning by-law amendment has been attached to this report for Council's consideration which introduces a site specific exception for the subject lands. The proposed severed vacant agricultural parcel is proposed to be zoned with a site specific exception which prohibits the construction of a dwelling.

**CORRESPONDENCE FOR COUNCIL'S REVIEW**

- None

**REQUEST FOR NOTICE OF DECISION**

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

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

The Applicant was not present.

**COMMENTS/QUESTIONS FROM COUNCIL**

No comments or questions

**ADJOURNMENT**

**RESOLUTION 2**

Moved by: Councillor McCabe

Seconded by: Councillor Burke

*THAT the Public Meeting of April 23, 2018 be adjourned at 8:05 p.m.*

**CARRIED**

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF COUNCIL  
APRIL 23, 2018 @ 7:00 P.M.  
CLOSED MEETING SESSION @ 6:30 P.M.**

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

**Members Present:**

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

**Staff Present:**

<b>Director of Legislative Services/Clerk:</b>	<b>CAO: Michael Givens</b>
<b>Deputy Clerk:</b>	<b>Karren Wallace</b>
<b>Economic Development Officer:</b>	<b>Catherine Conrad</b>
<b>Chief Building Official:</b>	<b>Dale Small</b>
<b>Fire Chief:</b>	<b>Darren Jones</b>
<b>Senior Planner:</b>	<b>David Guilbault</b>
	<b>Curtis Marshall</b>

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

**Resolution 2018-130**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Agenda for the April 23, 2018 Regular Meeting of Council be accepted and passed as amended.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

None

**CLOSED MEETING SESSION**

**Resolution 2018-131**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:32 p.m. that is closed to the public under subsections 239 (2) of the Municipal Act, 2001, specifically:*

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

- (b) *personal matters about an identifiable individual, including municipal or local board employees;*
- (i) *a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*

#### 1. REPORTS

- a) *Introduction new Director of Operations-verbal*
- b) *Economic Development Officer report EDO-2018-17 Mount Forest Chamber of Commerce Relocation*
- c) *CAO 2018-004 being a report on the Blacksmith Shop-Property*
- d) *CBO 2018-008 being a report on neighbor dispute surface water*

#### 2. REVIEW OF CLOSED SESSION MINUTES

- a. *April 9, 2018*
- b. *April 17, 2018*

#### **CARRIED**

#### **Resolution 2018-132**

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 7:18 p.m.*

#### **CARRIED**

#### **Resolution 2018-133**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive report EDO-2018-17 being a report on the Mount Forest Chamber of Commerce Relocation for information;*

*AND FURTHER THAT Council approves the confidential direction provided to the Economic Development Officer.*

#### **CARRIED**

#### **Resolution 2018-134**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North receive for information Report CAO 2018-004 being a report on the Blacksmith Shop-Property Donations;*

*AND FURTHER THAT Council direct staff proceed with finalizing the Agreement to Donate;*

*AND FURTHER THAT Council direct staff to issue a Charitable Donation receipt to the owner of the Property, Stephen Lynes, in amount consistent with the April 5, 2017 appraisal in the amount of \$195,000.00 at time of agreement closing;*

*AND FURTHER THAT Council accept costs associated with the completing the Agreement to Donate, including but not limited to:*

- *Legal costs;*

- Title search;
- Land transfer fee;
- Applicable HST.

**CARRIED**

**Resolution 2018-135**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CBO 2018-008 being a report on a Neighbour dispute re surface water; AND FURTHER THAT the confidential direction provided to staff be approved.*

**CARRIED**

**O' CANADA**

**PRESENTATIONS**

James Taylor, Chair

- Wellington North Cultural Roundtable Report to Council

Mr. Taylor presented a report on the Wellington North Cultural Roundtable to Council. The establishment of the Cultural Roundtable was an outcome of the Community Cultural Plan approved by Council on November 4, 2013. Mr. Taylor reviewed the Cultural Roundtable's vision, guiding principles, goals and actions, projects and accomplishments, and the heritage conservation strategy.

**RECESS TO MOVE INTO PUBLIC MEETING**

**Resolution 2018-136**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of April 23, 2018 at 7:36 p.m. for the purpose of holding Public Meetings under the Planning Act.*

**CARRIED**

**RESUME REGULAR MEETING OF COUNCIL**

**Resolution 2018-137**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North resume the April 23, 2018 Regular Meeting of Council at 8:06 p.m.*

**CARRIED**

## **PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

### **Resolution 2018-138**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 036-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 13, Concession 4 (West Luther) – 8725 Sideroad 13 – J. Keeping)*

**CARRIED**

### **Resolution 2018-139**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 038-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Bodley Survey Part Lots A, B & C, RP 61R-11188 Parts 2 & 3, RP 61R-11525 Parts 4, 5 & 7, - 455 Dublin St., geographic Town of Mount Forest)*

**CARRIED**

### **Resolution 2018-140**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 039-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part of Park Lot 4, S/S of Durham St., E/S of Main St., Plan Mount Forest – 488 Durham Street East.)*

**CARRIED**

### **Resolution 2018-141**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 040-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (WOSR, Lot 13, Divs. 3 & 4, RP 61R-8621, 7272 Sideroad 5 West, geographic Township of Arthur – Streetsville Bush Auto Recycling Inc.)*

**CARRIED**

## **ADOPTION OF MINUTES OF COUNCIL**

### **Resolution 2018-142**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the minutes of the Council Meetings held on April 9, 2018 and April 17, 2018 be adopted as amended.*

**CARRIED**

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

Items 1a, 4b, 5b, 5c, 5d, 6a, 6b, 7b

**ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION****Resolution 2018-143**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT all items listed under Items for Consideration on the April 23, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

2. *BUILDING*

a. *Report CBO 2018-07 Building Permit Review Period Ending March 31, 2018*

3. *FINANCE*

a. *Cheque Distribution Report, April 17, 2018*

4. *FIRE*

a. *Communiqué #053, March, 2018*

5. *ECONOMIC DEVELOPMENT*

a. *Report EDO 2018-13 Community Improvement Program*

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2018-13 dated April 23rd, 2018 with regards to the Community Improvement Program;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve one-time grants under the Façade Improvement Grant Program as follows:*

- *\$2,500.00 for improvements to 148 Main Street N., Mount Forest, home to Mount Forest Chiropractic*
- *\$1,452.00 for improvements to 198 Main Street N., Mount Forest, home to Younique Scrapbook Store*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve a one-time grant in the amount of \$1,500.00 under the Accessibility Grant Program and \$127.00 under the Application Fees and Development Charges Grant Programs for improvements made to 148 Main Street North in Mount Forest location of Mount Forest Chiropractic.*

7. *ADMINISTRATION*

a. *Correspondence from B.M. Ross and Associates Limited, dated April 13, 2018, regarding Lucas subdivision, Mount Forest (Reeves), Draft Plan 23T-79087 Securities Reduction for Phase 1 (Lots 8 to 20)*

*THAT the Council of the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Lucas Subdivision (Draft Plan 23T-79087) in the community of Mount Forest, a reduction in the Phase 1 securities to the amount of \$245,195.15.*

**CARRIED**



**CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION****Resolution 2018-144**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatic Ad-Hoc Advisory Committee meeting held on April 10, 2018.*

**CARRIED****Resolution 2018-145**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2018-002 being a report on Fire Service Establishing and Regulating By-law; AND FURTHER THAT the Mayor and Clerk be authorized to execute the Fire Service Establishing and Regulating By-law.*

**CARRIED****Resolution 2018-146**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2018-14 being a report on the Grants and Donations Community Development Fund; AND FURTHER THAT the Council of the Township of Wellington North, in recognition of the important role that not-for-profit organizations and community groups play in our municipality approves, or where required provides direction, to staff on the recommendations contained in this report.*

**CARRIED****Resolution 2018-147**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of The Corporation of the Township of Wellington North approve the following grants and donations, as recommended in Report EDO 2018-14:*

<i>Arthur Agricultural Society</i>	<i>500.00</i>
<i>Arthur &amp; District Horticultural Society</i>	<i>600.00</i>
<i>Arthur and Area Horticultural Youth Society</i>	<i>200.00</i>
<i>Arthur &amp; District Chamber of Commerce</i>	<i>2,500.00</i>
<i>Arthur Opti-Mrs. Club</i>	<i>500.00</i>
<i>#GetInTouchForHutch</i>	<i>1,250.00</i>
<i>Mount Forest Agricultural Society</i>	<i>500.00</i>
<i>Mount Forest &amp; District Arts Council</i>	<i>250.00</i>
<i>Mount Forest District Chamber of Commerce</i>	<i>2,500.00</i>
<i>Mount Forest District Fire Works Festival</i>	<i>2,500.00</i>
<i>Mount Forest Horticultural Society</i>	<i>600.00</i>
<i>Mount Forest Lions Club</i>	<i>500.00</i>
<i>Mount Forest Optimist Club</i>	<i>400.00</i>

<i>North Wellington Health Care Professional Recruitment</i>	<i>10,000.00</i>
<i>The Raw Carrot</i>	<i>500.00</i>
<i>Wellington Heights Secondary School Scholarships</i>	<i>900.00</i>
<i>Wellington County Farm and Home Safety</i>	<i>500.00</i>
<i>Highlands Youth for Christ – Arthur Door Youth Centre</i>	<i>1,500.00</i>

**CARRIED**

**Resolution 2018-148**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North approve the following waiver of fees as recommended in Report EDO 2018-14:*

<i>Arthur &amp; District Chamber of Commerce</i>	<i>707.38</i>
<i>Arthur Lions Club</i>	<i>1,028.00</i>
<i>Arthur Lions Club and The Churches of Arthur</i>	<i>707.38</i>
<i>Arthur SU Sportz Camp</i>	<i>683.65</i>
<i>Arthur Terry Fox Organization</i>	<i>111.87</i>
<i>Cancer Patients Services Corp.</i>	<i>248.60</i>
<i>Four Corners Quilters Guild</i>	<i>1,020.0</i>
<i>Little Black Dress Affair</i>	<i>707.38</i>
<i>Mount Forest Lions Club</i>	<i>707.38</i>
<i>North for Youth</i>	<i>1,490.47</i>
<i>Warm Winter Wishes (subject to request)</i>	<i>960.50</i>
<i>Wes for Youth/Get In Touch For Hutch (subject to request)</i>	<i>288.15</i>
<i>Women of Grace Anglican Church</i>	<i>396.63</i>
<i>Mount Forest Minor Ball</i>	<i>236.00</i>
<i>Mount Forest Minor Soccer</i>	<i>236.00</i>

**CARRIED**

**Resolution 2018-149**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2018-15 dated April 23, 2018 being a report on the ninth annual Wellington North showcase.*

**CARRIED**

**Resolution 2018-150**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2018-16 dated April 23, 2018 being a report on the Mount Forest Chamber of Commerce Memorandum of Understanding;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct the Mayor and Clerk to sign a by-law authorizing the Mayor and CAO to sign the Memorandum of Understanding.*

**CARRIED**

**Resolution 2018-151**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North appoints the following persons representing the Township at the Wellington North Power Annual Shareholders meeting to be held May 29, 2018:*

1. Councillor Burke
2. Councillor McCabe

**CARRIED****Resolution 2018-152**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North grants approval to the Mount Forest Fireworks Festival Committee to conduct a BurnOut Competition as part of the festival events to be held on July 21, 2018 on Princess Street, Mount Forest.*

*AND FURTHER THAT should damage occur to the municipal road/pavement the Fireworks Festival Committee shall be responsible for the cost of repairs.*

**CARRIED****Resolution 2018-153**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2018-005 being a report on 466 Queen Street East Development Charges;*

*AND FURTHER THAT Council of the Township of Wellington North acknowledge the correspondence and opinion dated April 9, 2018 from Township Solicitor Patrick Kraemer-Duncan, Linton LLP;*

*AND FURTHER THAT Council of the Township of Wellington direct staff to proceed with application of Development Charges consistent with Other Multiples as set out in Schedule B-3 of By-law Number 51-13 for the development at 466 Queen Street West, Mount Forest.*

**CARRIED****NOTICE OF MOTION**

No notice of motion tabled.

**COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Hern announced the following:

- Mount Forest & District Chamber of Commerce have hired Laurie Morris as Chamber Administrator
- The Mayor and Councillor Hern attended the Circle K Rebranding last week
- Councillor Hern will attend an Arthur & District Chamber of Commerce breakfast meeting on Friday, April 27
- The Arthur & District Chamber of Commerce is organizing a town wide yard sale on the Victoria Day weekend

Mayor Lennox announced that the Mount Forest Lions Club will be conducting a musical fundraising event on June 30.

### **BY-LAWS**

#### **Resolution 2018-154**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 032-18 being a by-law to authorize the sale of real property (Part Lot 32, Conc. 1 Div 3 Normanby Part 1 On 61R-11985 to 1138483 Ontario Ltd. be read a First, Second and Third time and enacted.*

**CARRIED**

#### **Resolution 2018-155**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT By-law Number 033-18 being a by-law to enter into a Mutual Drain Agreement with Amos Martin and Malinda Martin and Michele Sante Feletto and Norma Jean Feletto and the Township of Wellington North be read a First, Second and Third time and enacted.*

**CARRIED**

#### **Resolution 2018-156**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 034-18 being a by-law to adopt a budget including estimates of all sums required during 2018 for operating and capital, for the purposes of the municipality be read a First, Second and Third time and enacted.*

**CARRIED**

#### **Resolution 2018-157**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT By-law Number 035-18 being a by-law to appoint a Director of Operations for The Corporation of the Township of Wellington North and to repeal By-law 033-17be read a First, Second and Third time and enacted.*

**CARRIED**

#### **Resolution 2018-158**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 037-18 being a by-law to establish and regulate a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances be read a First, Second and Third time and enacted.*

**CARRIED**

**Resolution 2018-159**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 041-18 being a by-law to authorize the Mayor and Chief Administrative Officer to enter into a Memorandum of Understanding (MOU) with the Mount Forest Chamber of Commerce be read a First, Second and Third time and enacted.*

**CARRIED****CONFIRMATORY BY-LAW****Resolution 2018-160**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 042-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on April 23, 2018 be read a First, Second and Third time and enacted.*

**CARRIED****ADJOURNMENT****Resolution 2018-161**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Regular Council meeting of April 23, 2018 be adjourned at 9:35 p.m.*

**CARRIED**

---

**CLERK**

---

**MAYOR**



Protection Plan and, as such, may be prohibited, restricted, or otherwise regulated by the applicable Source Protection Plan;

- iii) Revising Section 6.35.2 Restricted Uses to update the wording and to conform with Saugeen Source Protection Plan significant threat policies on waste disposal.
- iv) Including new definitions as needed.

### **NOTICE**

Notice was published in the April 12<sup>th</sup> edition of the Wellington Advertiser and mailed to the applicable agencies on April 13th, 2018.

### **PRESENTATIONS**

Kyle Davis, Drinking Water Source Protection Risk Management Inspector and Risk Management Official, reviewed the Planning Report prepared by Mark Paoli, Manager of Policy Planning, dated April 24, 2018.

### **PLANNING OPINION**

The County of Wellington Planning and Development Department recommended approval of this proposed Zoning Amendment that would bring the Wellington North Zoning By-Law into conformity with applicable Source Protection Plans and the County Official Plan.

### **PROPOSAL**

The purpose of the proposed amendment is to bring the Wellington North Zoning By-Law into conformity with the Grand River and Saugeen Valley Source Protection Plans.

### **BACKGROUND**

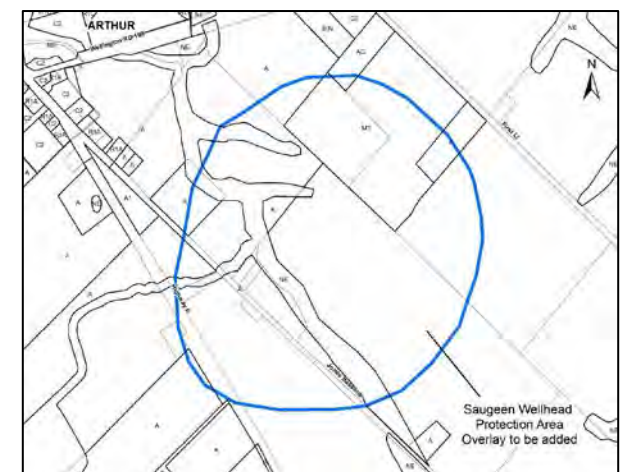
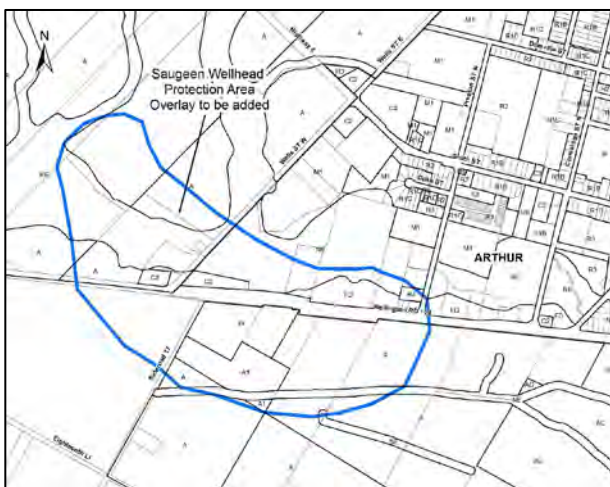
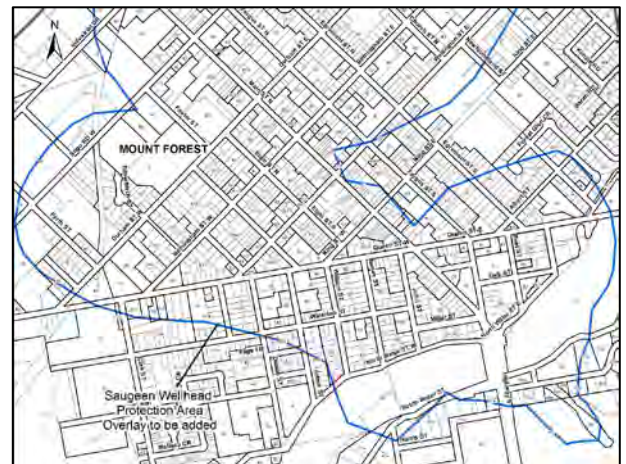
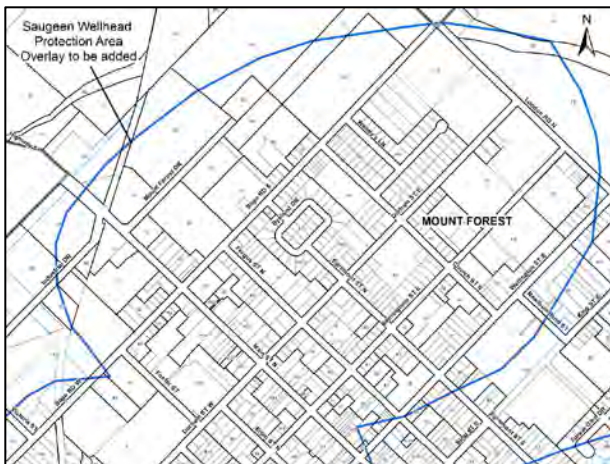
The *Clean Water Act*, 2006 introduced a new level of protection for Ontario's drinking water resources and new requirements for protecting vulnerable drinking water resources at-source. One requirement is that each Source Protection Area (based on watersheds) must produce a Source Protection Plan.

The Arthur municipal wells are in the Grand River Source Protection Plan and the Mount Forest municipal wells are in the Saugeen Valley Source Protection Plan. County Council amended the Official Plan to conform with all of the Source Protection Plans in Wellington through Official Plan Amendment No. 98 (OPA 98). OPA 98 was Adopted in May, 2016.

The Grand River Source Protection Plan requires Zoning By-Laws to be amended within two years from adoption of the Official Plan conformity amendment (May 2018).

## SUBJECT LANDS

The lands subject to the amendment are the lands within the Wellhead Protection Areas shown on the maps below.



The lands subject to the Saugeen Valley Wellhead Protection Overlay are in the Mount Forest Urban Centre and are mostly zoned: Central Commercial (C1); Mixed Use (MU1 and MU2); Highway Commercial (C2); Shopping Centre Commercial (C4); Industrial (M1); the full range of Residential Zones; Institutional (IN); Future Development (FD); and Natural Environment (NE).

One of the areas subject to the Grand River Source Protection Overlay straddles the urban-rural boundary on the west side of Arthur. The portions in Arthur are zoned Highway Commercial (C2) and Future Development (FD) while the rural area is mainly zoned Agricultural (A) and Institutional (IN). The Natural Environment (NE) Zone associated with the Conestogo River extends through this area. The other area subject to the Grand River Source Protection Overlay is in the rural area south and east of Arthur and it is mainly zoned Agricultural (A) and Industrial (M1).



## **SOURCE PROTECTION PLANS**

Source Protection Plans identify tools for implementing each policy for each specific threat. The implementation tools can include: prescribed instruments (such as Ministry of Environment Certificates of Approval); prohibition or risk management by the Risk Management Official under the *Clean Water Act*, and land use policy or regulation under the *Planning Act*.

### **Grand River Source Protection Plan**

The Grand River Source Protection Plan does not rely directly on land use policy or regulation for implementation, relying instead on prescribed instruments or Risk Management Official powers for implementation.

The Grand River Source Protection Plan does require the Official Plan and Zoning By-Law to:

- identify the vulnerable areas in which drinking water threats would be significant (in Wellington North these are Wellhead Protection Areas A through C);
- indicate in the text, that within these areas, any use or activity that is, or would be, a significant threat is required to conform with the Source Protection Plan and, as such, may be prohibited, restricted or otherwise regulated by those policies.

### **Saugeen Valley Source Protection Plan**

The Saugeen Valley Source Protection Plan relies on land use policy and regulation to prohibit land disposal of waste in vulnerable areas.

The Saugeen Valley Plan also contains policies to be addressed related to: sewer requirements for new lots; stormwater management review requirements; separation of combined sewers; and prevention of infiltration of waste water into groundwater aquifers. These policies are already in the Official Plan where they are more appropriately addressed, and are outside the scope of Zoning By-Law powers in our view.

The Saugeen Valley Source Protection Plan also requires the Official Plan and Zoning By-Law to include:

- mapping that identifies the vulnerable areas (in Wellington North these are Wellhead Protection Areas A through C) where activities would be significant threats (future activities);
- text that identifies that policies within the Source Protection Plan may apply to activities in these areas.

## COUNTY OFFICIAL PLAN

The County Official Plan shows the relevant Wellhead Protection Areas in Wellington North on Schedule B6 and the main policies that relate to these areas are excerpted below:

### **Section 4.9.5.3 Land Use and Activity Prohibitions, Regulations and Restrictions within Vulnerable Areas**

Notwithstanding the land uses permitted by the underlying land use designation in this Official Plan:

- Permitted land uses that involve a significant drinking water threat within a vulnerable area identified in Schedule B to this Plan may be either prohibited or regulated by the applicable Source Protection Plan;
- The County's Risk Management Official shall determine whether a new land use or activity is, or involves, a significant drinking water threat in accordance with the *Clean Water Act*, 2006 and whether the use or activity is prohibited or regulated through a Risk Management Plan in accordance with the applicable Source Protection Plan; and

### ***Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan Area***

The following policies shall apply to lands within the County that are located within the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan Area as identified in Appendix 4:

- a) The following waste disposal facilities shall be prohibited within WHPAs with a vulnerability score of 8 or 10, and IPZs with a vulnerability score of 10, where they would be considered a significant drinking water threat:
  - i. Land disposal of petroleum refining waste within the meaning of clause (d) of the definition of "land disposal" in section 1 of Regulation 347 (General – Waste Management) R.R.O. 1990 made under the *Environmental Protection Act*;
  - ii. Land disposal of municipal waste, hazardous waste, liquid industrial waste, or processed liquid industrial waste, within the meaning of clauses a) and b) of the definition of "land disposal" in section 1 of Regulation 347 (General – Waste Management) R.R.O. 1990 made under the *Environmental Protection Act*; and
  - iii. Land disposal of liquid industrial waste, industrial waste, or commercial waste within the meaning of clause (c) of the definition of "land disposal" in section 1 of Regulation 347 (General – Waste Management) R.R.O. 1990 made under the *Environmental Protection Act*.

- b) Where the establishment, operation or maintenance of a septic system within WHPAs and IPZs with a vulnerability score of 10 would be considered a significant drinking water threat, new lots created through severance or subdivision under the Planning Act shall only be permitted by the approval authority where the lots will be serviced by a municipal sewage system.
- c) The local area municipality shall consider establishing or continuing programs that reduce infiltration of waste water into groundwater aquifers from sanitary sewers and related pipes or discharge from a stormwater management facility within a WHPA with a vulnerability score of 10.

## PLANNING DISCUSSION

When a building permit or planning application is submitted, it is screened at the Township (or County for consents) as to whether it is in a Wellhead Protection Area. If the subject lands are in a Wellhead Protection Area and it meets other screening criteria, the application is forwarded to the Risk Management Official for review. The Risk Management Official then determines what requirements, if any, need to be addressed by the applicant. The forms and procedures for this process, which are already in place at the Township and the County, will not need to change as a result of the proposed amendment.

It is also important to note that the Grand River Source Protection Plan includes a policy to the effect that development proposals for solely residential uses are exempt from the above requirements. The Grand River Plan also provides discretion to the Risk Management Official to determine that certain types of development proposals are exempt from the above requirements. This policy has reduced the number of applications that need to be handled by the Risk Management Official in the Arthur area.

When dealing with drinking water source protection it is helpful to recognize that there is a difference between a "land use" and an "activity that would be a significant drinking water threat". Depending on the specific nature of the business, a "land use", such as Industrial, may or may not include a significant threat activity. For example, while manufacturing may be a permitted industrial use, a risk management plan detailing measures on chemical handling and storage *activities* may be required prior to *Planning Act* approval or Building Permit issuance. Equally, if the proposed industrial use will not involve any significant drinking water threat activities, then there would be no additional requirements.

The Zoning By-Law currently has provisions that prohibit a landfill/waste disposal site across the Township; the wording of these provisions is somewhat dated. The Saugeen Valley Source Protection Plan also has policies that prohibit land disposal of waste in the vulnerable areas. The terminology related to waste disposal was reviewed and is proposed to be changed to: bring the terminology

up to date; and, to conform with the Saugeen Valley Source Protection Plan. The amended By-Law would exceed the Saugeen Plan requirements in our view because the provisions would apply Township-wide.

### **DRAFT ZONING BY-LAW**

The Draft Zoning By-Law Amendment that has been circulated for comments would:

- i) Add the Saugeen Valley and Grand River Wellhead Protection Area Overlays to Maps 1, 2, 3 and 3A;
- ii) Add provisions that any use that is, or would be, a significant drinking water threat is required to conform with all policies of the applicable Source Protection Plan and, as such, may be prohibited, restricted, or otherwise regulated by the applicable Source Protection Plan;
- iii) Revise Section 6.35.2 Restricted Uses to update the wording and to conform with Saugeen Source Protection Plan significant threat policies on waste disposal; and
- iv) Include new definitions as needed.

A draft Zoning By-law Amendment had been prepared for public and agency review and Council's consideration, and was attached to this report.

### **CORRESPONDENCE FOR COUNCIL'S REVIEW**

Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority

- No natural hazard or natural heritage concerns relating to the proposed amendment

### **REQUEST FOR NOTICE OF DECISION**

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

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

No questions or comments from the floor

### **COMMENTS/QUESTIONS FROM COUNCIL**

No questions or comments from Council

**OWNER/APPLICANT: Township of Wellington North**

**LOCATION OF THE SUBJECT LAND**

The proposed amendment affects all lands in the Township of Wellington North.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to provide for Township initiated “housekeeping” amendments to the Comprehensive Zoning By-law as itemized below. Please note this was not a complete list and more information could be obtained at the Township office:

- i) General typographical and mapping corrections.
- ii) Add and update definitions, including clarifying the definition of street, building and swimming pool.
- iii) Clarification of text for regulations such as air conditioner units, tarped/coverall structures, Outdoor display, temporary sales trailer, NE zone setbacks.
- iv) Amend provisions for accessory structures, including increasing the size and height.
- v) Amend provisions to increase maximum floor area for home industries.
- vi) Include new provisions for lots created as surplus farm dwelling to recognize lot size.
- vii) Include new provisions to permit an accessory dwelling unit on a rural lot.
- viii) Modify parking requirements for aisle, access width and barrier free and add criteria for parallel and angled parking requirements.
- ix) Amend minimum front yard and exterior side yard setbacks in residential zones.
- x) Amend minimum lot area and frontage in residential zones.
- xi) Remove and/or amend site specific exemptions for expired garden suites, redundant restrictions and general adjustments.
- xii) Amend minimum distances between townhouses and apartments.
- xiii) Amend permitted uses within the Future Development zone to existing uses only.

**NOTICE**

Notice was published in the April 12<sup>th</sup> edition of the Wellington Advertiser and mailed to the applicable agencies on April 12th, 2018.

**PRESENTATIONS**

Linda Redmond, Manager of Planning & Environment, reviewed her Planning Report, dated April 24, 2018.

## PLANNING SUMMARY

This housekeeping amendment will introduce changes to the Township of Wellington North Zoning By-law 66-01 to clarify regulations and mapping, improve or refine regulations and correct any typographical inaccuracies. This report provides our preliminary comments on the proposed amendments, while providing an opportunity for further discussion and comments through the public meeting process.

## PURPOSE

Housekeeping changes or amendments are intended to keep a zoning by-law relevant with other policy or legislation, user friendly, accurate and manageable. The current Zoning By-law was adopted in 2001 and has undergone three housekeeping amendments (2003, 2009 & 2013). The 2018 proposed housekeeping changes have been compiled through day to day usage of the document and are to edit, clarify and update the By-law. These housekeeping amendments have been developed in consultation with Darren Jones, Chief Building Official.

## PLANNING DISCUSSION

### Accessory Structures

Proposed increase in size to allow larger accessory structures in the rural area. Current size permitted is 1000 sq.ft. with additional increments of 100 sq.ft. per acre. The proposed increase is to permit a 2000 sq.ft. building with increments of 450 sq.ft. This change will eliminate the need for a number of variances for larger structures in the rural area. Additionally this change will also eliminate the need for additional zone amendments or variances that are required in order to recognize existing buildings retained with a surplus farm dwelling severance. The building size will be capped at 5000 sq.ft. and the height will also be capped at 22 ft. The increase in height is necessary to accommodate the building trusses that would be required for a larger structure. The following table shows the sliding scale:

Lot size (acres)	Existing Sq.ft.	Proposed Sq.ft.
1	1000	2000
2	1100	2450
3	1200	2900
4	1300	3350
5	1400	3800
6	1500	4250
7	1600	4700
8	1700	5000 max

### **Home Industry**

Proposal is to increase the size of a structure used for a home industry from 2000 sq.ft. to 2500 sq.ft. This building size is consistent with the home industry requirements in other townships within the County.

The second change to the home industry criteria is to require a minimum lot area of 25 acres. Currently home industries are permitted on reduced agricultural lots, which could include lots that are 1 acre in size. This is contrary to the Provincial Policy Statement (PPS) which requires that on-farm diversified uses are to be located on a farm property that is actively farmed. The criteria further states that on-farm diversified provisions do not apply to small residential lots in the prime agricultural area.

These two changes will bring the home industry regulations into conformity with the current PPS regulations for on-farm diversified uses. It should be noted that the remaining home industry provisions in the by-law are more restrictive or prescribed than the PPS criteria.

### **Wellington North Community Growth Plan**

There are a number of changes proposed to the zoning by-law that will address some of the recommendations/goals in the WNCGP, particularly as they relate to intensification and density. The following relevant Growth Management Goals have been identified:

- To direct and focus development to the urban areas of Arthur and Mount Forest as the primary centres and complete communities with a mix of land uses, housing, jobs and services.
- To plan and promote orderly, compact development within the urban areas, based on phasing to align with planning for infrastructure, transportation, facilities and services.
- Intensification Goals – To encourage intensification generally to achieve the desired urban structure.

To achieve this the following changes are proposed:

- Reduction of the front yard and exterior side yard setbacks to 6m for residential zones in the urban areas.
- Introduction of a smaller single family residential lot size – R1C and R2 proposed to have 40 ft. frontage and area of 4000 sq.ft.
- Distances required between cluster townhouse and apartment buildings on the same lot. The current criteria requires considerable distance between separate buildings on the same lot. The proposed criteria will decrease this, which will permit developments with higher density.
- Proposed to allow conversion of a single detached dwelling to allow an additional residential dwelling within the rural residential area.

All of the proposed Township initiated amendments are set out in the attached chart. The proposed amendments are intended to correct topographical errors, keep the by-law current and user friendly by introducing new criteria, enhance

customer service by expediting appropriate development, maintain the effectiveness of the Zoning By-law and reduce the number of Committee of Adjustment applications.

### Wellington North 2018 Proposed Housekeeping Amendments

<p><b>Section 5 Definitions</b></p>	<p><b>1</b></p>	<p><b>New Definitions</b></p> <p><b>AIR CONDITIONERS AND HEAT PUMPS</b>, means equipment designed to heat or cool the interior of buildings and structures and which are normally located outside or on a roof.</p> <p><b>OUTDOOR STORAGE</b>, means the use of land for outdoor storage of equipment, goods or materials in the open air. It does not include storage in transport truck trailers.</p> <p><b>PARKING SPACE ANGLED</b>, means the orientation of a parking space in such a manner that the side of a motor vehicle, when parked, is at an angle other than parallel to the drive aisle, driveway, lane, or street which gives direct access to such parking space.</p> <p><b>PARKING SPACE, BARRIER FREE ACCESSIBLE</b>, means a parking space provided for the use of persons with disabilities pursuant to the Accessibility for Ontarians with Disabilities Act.</p> <p><b>PARKING SPACE, PARALLEL</b>, means the orientation of a parking space in such a manner that the side of a motor vehicle, when parked, is parallel to the drive aisle, driveway, lane, or street which gives direct access to such parking space.</p> <p><b>PARKING SPACE, TANDEM</b>, means the arrangement of two parking spaces such that it is necessary to traverse one parking space to gain access to the other from a lane, drive aisle, driveway, or street.</p> <p><b>PARKING SPACE, VISITOR</b>, means a parking space for the exclusive use of visitors to a premises.</p> <p><b>STACKING LANE</b>, means a continuous on-site queuing lane that includes stacking spaces for motor vehicles which is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signs.</p> <p><b>STACKING SPACE</b>, means a rectangular space that may be provided in succession and is designed to be used for the temporary queuing of a motor vehicle in a stacking lane.</p>
---	-----------------	--



Section 5 Definition Amendments	Numbering - Remove	Remove 5.1 to 5.237
	<b>ACCESSORY</b> – add wording to clarify habitation meaning	<b>ACCESSORY</b> , when used to describe a use, building or structure, means a use, building or structure, which is incidental, subordinate, and exclusively devoted to the main use, building, or structure located on the same lot and in the same Zone as such use, building or structure and which is not used or intended for use as human habitation unless permitted by the provisions of certain Zones of this By-law.
	<b>BUILDING</b> , add wording to address coverall structures.	<b>BUILDING</b> , means any structure temporary or permanent, which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, <b>and shall include a tarped/coverall structure</b> but does not include a lawful boundary wall or fence.
	<b>SEWAGE TREATMENT FACILITY</b> , means a use, building, structure or parts thereof, approved by the Ministry of the Environment for the treatment and disposal of domestic and industrial waste, and storm water, and includes a system of underground pipes/conduits, sewage pumping stations and wastewater lagoons.	<b>SEWAGE TREATMENT FACILITY</b> , means a use, building, structure or parts thereof, approved by the Ministry of the Environment for the treatment and disposal of domestic and industrial waste, and storm water, and includes a system of underground pipes/conduits, <del>sewage pumping stations</del> and wastewater lagoons.
	<b>STOREY</b> e) <b>FIRST STOREY</b> – amend definition to reflect the OBC.	Means the storey having its floor level closest to the finished grade and its ceiling at <del>least two</del> <b>more than 1.8</b> metres above finished grade.
	<b>STREET</b> , add wording to address year round	<b>STREET</b> , means a public right-of-way which shall be

		maintenance.	constructed and opened and improved and maintained <b>year round</b> and assumed by the municipality, county or province or other public road authority for public use. A street does not include a lane or any other private right-of-way.
		<b>SWIMMING POOL</b> , means any body of water permanently located outdoors or indoors, contained by artificial means and used and maintained for the purpose of swimming, wading, diving or bathing.	<b>SWIMMING POOL</b> , means any body of water <b>permanently</b> located outdoors or indoors, contained by artificial means and used and maintained for the purpose of swimming, wading, diving or bathing.
<b>Section 6.1 Accessory Uses</b>	6.1.2 b) - Amend In any R1B, R1C, R2 or R3 Zones, all accessory buildings and structures shall be located in a rear yard or interior side yard provided it is not closer than 1.0 m (3.3 ft) to the interior or the rear lot line.	In any <b>R1A</b> , R1B, R1C, R2 or R3 Zones, all accessory buildings and structures shall be located in a rear yard or interior side yard provided it is not closer than 1.0 m (3.3 ft) to the interior or the rear lot line.	
	6.1.2 c) - Amend Notwithstanding Section 6.1.2 b), in any R1A or ER Zone or a lot subject to the reduced lot regulations of subsection 8.5, all accessory buildings and structures shall not be located in a required front or required exterior side yard and shall not be located closer than 3.0 m (9.8 ft) to the rear or interior lot line.	Notwithstanding Section 6.1.2 b), in any <del>R1A Zone or</del> ER Zone or a lot subject to the reduced lot regulations of subsection 8.5, all accessory buildings and structures shall not be located in a required front or required exterior side yard and shall not be located closer than 3.0 m (9.8 ft) to the rear or interior lot line.	
	6.1.3 – Height - Amend In any residential zone including a lot subject to the reduced lot regulations of Section 8.5 and in the C1-Central Commercial Zone, the height of an accessory use building or structure shall not exceed 4.5 m (14.8 ft). In all other zones the	a) In any residential zone <del>including a lot subject to the reduced lot regulations of Section 8.5</del> and in the C1-Central Commercial Zone, the height of an accessory use building or structure shall not exceed <b>4.57 m (15 ft)</b> .	

	<p>maximum height for an accessory use is the same as the main building. Notwithstanding the above provisions shall not apply to agricultural buildings such as but not limited to silos, grain bins and corn cribs as permitted in Section 8.1 and further defined in Section 6.4.</p>	<p><del>In all other zones the maximum height for an accessory use is the same as the main building. The above provisions shall not apply to agricultural buildings such as but not limited to silos, grain bins and corn cribs as permitted in Section 8.1 and further defined in Section 6.4.</del></p>
	<p>6.1.3 – Height – New provision</p>	<p><b>b) On a lot subject to the reduced lot regulations of subsection 8.5, the maximum height of an accessory use, building or structure shall not exceed 6.7 m (22 ft) and shall not exceed one storey. The above provisions shall not apply to agricultural buildings such as but not limited to silos, grain bins and corn cribs as permitted in Section 8.1 and further defined in Section 6.4</b></p>
	<p>6.1.4 b) Lot Coverage - Amend Provided the maximum lot coverage is not exceeded for an accessory building or structure, the combined maximum floor area for all accessory buildings or structures not including a hobby barn or home industry in any residential zone including a lot subject to the reduced lot regulations of Section 8.5 shall not exceed 92.9 m<sup>2</sup> (1000.0 ft<sup>2</sup>) ground floor area for any lot 0.4</p>	<p>6.1.4 b) – Lot Coverage Provided the maximum lot coverage is not exceeded for an accessory building or structure, the combined maximum floor area for all accessory buildings or structures not including a hobby barn or home industry in any residential zone <b>and</b> a lot subject to the reduced lot regulations of Section 8.5 shall not exceed <b>185.8 m<sup>2</sup> (2000.0 ft<sup>2</sup>)</b> ground floor area for any lot 0.4 hectares (1.0 acres) or less in size. For each</p>

	hectares (1.0 acres) or less in size. For each additional full 0.4 hectares (1.0 acres) of lot area, an additional 9.29 m <sup>2</sup> (100 ft <sup>2</sup> ) of ground floor area may be added to the accessory building.	additional full 0.4 hectares (1.0 acres) of lot area, an additional <b>41.8 m<sup>2</sup> (450 ft<sup>2</sup>)</b> of ground floor area may be added to the accessory building, <b>to a maximum ground floor area of 464.5 m<sup>2</sup> (5000 ft<sup>2</sup>).</b>
	6.1.5 - Establishment of an accessory building or use - new provision	<b>6.1.5 c) A tarped/coverall structure when used as an accessory structure, shall be required to comply to section 6.1 accessory uses.</b>
	6.1 - Addition of New use	<b>6.1.7 AIR CONDITIONERS, HEAT PUMPS, POOL PUMPS, FILTERS AND HEATERS</b> Air conditioners, heat pumps, filters and heaters are permitted in conjunction with a permitted use provided: a) They are not located in the front yard. b) They are located a minimum of 1m from the interior side lot line and no closer than the required exterior side yard for the main building, and, c) They are located no closer to a Residential Zone boundary than the minimum setback required for main buildings in Non-Residential Zones from Residential Zone boundaries.
<b>Section 6.7 Day Lighting Triangle</b>	6.7 a) –Amend daylight measurement.	a) On a corner lot, the triangular space formed by the street lines and a line drawn from a point on one street line to a point on the other street line is determined by a point measuring <del>9.0 m (29.5 ft)</del> <b>7.5 m (24.6 ft)</b> along the street line from the point of intersection of

		the said street lines.
	6.7 c) – Amend The provisions of this section shall also apply to land which abuts one or more unopened streets.	The provisions of this section shall also apply to land which abuts one or more unopened streets <b>or lanes</b> .
<b>Section 6.10</b>	6.10 – Frontage on Public Street – amend title to reflect definition of street.	Frontage on <del>Public</del> Street
<b>Section 6.14 Home Industry Regulations</b>	6.14 d)– Home Industry – floor area - Amend The maximum square footage of any or all buildings or structures used for a home industry shall not exceed 185.5 m <sup>2</sup> (2,000.0 ft <sup>2</sup> ) of floor area.	The maximum square footage of any or all buildings or structures used for a home industry shall not exceed <b>232.25 m<sup>2</sup> (2,500.0 ft<sup>2</sup>) of floor area, which shall include but is not limited to: generator room, lunchroom, office, mechanical room, basement area and inside storage area;</b>
	6.14 h) – New provision	<b>h) The use of the premises in connection with such home industry shall in no way be offensive, obnoxious or dangerous to the neighbours or the area by reason of: the emission of light, heat, fumes, noise, vibration, gas, dust, smoke, fire, odour, air or water borne waste or pollution; interference with radio or television; or, the significant increase in vehicle traffic due to frequency of deliveries by commercial carriers or patron parking.</b>
<b>Section 6.22.1 Continuance of Legal Non-Complying status</b>	6.22 first paragraph & 6.22.1 – renumber	<b>6.22 – first paragraph becomes a) 6.22.1 becomes 6.22 b)</b>
<b>Section 6.25 Outdoor Display Areas</b>	6.25 –Outdoor Display Areas – Add In a Highway Commercial Zone or Agricultural Commercial Zone, the	In a Highway Commercial Zone, <b>Industrial Zone</b> or Agricultural Commercial Zone, the outdoor display of goods,

	outdoor display of goods, materials and equipment, which is accessory to the main use of the lot, shall be permitted in accordance with the following regulations:	materials and equipment, which is accessory to the main use of the lot, shall be permitted in accordance with the following regulations:
<b>Section 6.27, Parking Regulations</b>	6.27.1 – new provisions for parallel and angled parking stall size.	<b>Angled - width 2.9m (9.5 ft), width 5.5m (18 ft). Parallel – width 2.7m (8.8 ft), width 6.5m (21.3ft) Private Garage – interior - 3m (9.8 ft), 5.5m (18 ft)</b>
	6.27.2 – new provisions for aisle width for one way and two way traffic.	Access to parking areas shall be provided from a street.  <b>All driveways and parking aisles shall have a minimum unobstructed width of 6 m (19.6 ft.) where two-way traffic is permitted and 3 m (9.8 ft.) where one-way direction of traffic flow is permitted, which is clearly indicated by signs, pavement markings or both.</b>  <b>Notwithstanding the above the minimum width required for any driveway accessory to a single detached, semi-detached or street townhouse dwelling shall be 2.5 metres.</b>
	6.27.8 Parking calculations – amend and add	Accessory Dwellings <b>(converted dwelling) - 1/ unit (tandem parking may be permitted)</b>  Townhouses/ Cluster - 1.5/unit <b>1 space per dwelling unit; plus 1 space for each 2 dwelling units for visitors only (also see section ..... tandem parking)</b>
	6.27 – new subsection for tandem parking.	<b>6.27.9. Tandem Parking Notwithstanding section 6.27.2, every four tandem parking spaces located in a</b>

		<p>cluster townhouse development in R3 zone shall be deemed to equal one visitor parking space required by this by-law, provided that there must be a minimum of 1 visitor parking space for each 4 dwelling units and such spaces shall be identified as being reserved for the exclusive use of such visitors.</p>
<p><b>Section 6.31 Street Setback standards and exceptions</b></p>	<p>6.31.2 a) &amp; b) – Relocate and renumber</p>	<p>Section to be relocated to 6.22 – Non Complying uses  <b>6.31.2 a) becomes 6.22 c)</b>  <b>6.31.2 b) becomes 6.22 d)</b></p> <p><b>6.31 – remove AND EXCEPTIONS from title</b>  <b>Remove – 6.31.2 EXCEPTIONS (title)</b></p>
<p><b>Section 6.32 Temporary uses, Buildings and Structures</b></p>	<p>6.32 – new subsection</p>	<p><b>6.32 c) A temporary building or trailer for conducting sales of new dwelling units is permitted in any Zone provided the sales building or trailer is located within a development site. The sales building or trailer shall be setback 30 metres from the lot line of any existing residential use abutting the development site and parking areas associated with the sales building or trailer shall be setback 6m from any existing residential use abutting the development site.</b></p>
<p><b>Section 8.1 Agricultural Zone</b></p>	<p>8.1 – Permitted Uses – Amend</p>	<p><b>Remove Hobby Barn</b></p>
<p><b>Section 8.5 Reduced Lot Regulations Or 6.33</b></p>		<p><b>A new lot created by consent or new parcels created by lot line adjustment pursuant to the provisions of the Planning Act, and which</b></p>

		<p>parcel (severed and/or retained lands) lacks either the required frontage or area, or both, shall be deemed to comply with the lot frontage and lot area regulations of Section 8.5.1 and 8.5.2.</p> <p>Or add to section 6.33 <b>Undersized Lot</b> Also amend 8.5 – lot created by consent wording.</p>
	8.5.1 – Permitted Uses – Amend & Add	<p>Permitted Accessory uses to the main use:</p> <ul style="list-style-type: none"> <li>• Hobby Barn shall be subject to the applicable regulations in accordance with as specified in Section 8.3 of this By-law.</li> <li>• <b>Bed and Breakfast in accordance with Section 6.2.</b></li> <li>• <b>Farming excluding new buildings and structures.</b></li> <li>• <b>Conversion of a single detached residential dwelling for one additional residential dwelling unit in accordance with Section 6.29.</b></li> </ul>
<b>Section 10 to 13 R1B R1C, R2 &amp; R3</b>	Front Yard Setback – Amend Exterior Sideyard Setback – Amend	<p>Front yard setback – <del>7.6 m (24.9 ft.)</del> change to <b>6m (19.8 ft.)</b></p> <p>Exterior Sideyard Setback – <del>7.6 m (24.9 ft.)</del> change to <b>6m (19.8 ft.)</b></p>
	Interior SideYard, Minimum – Amend to reduce to 1.2m only	<p><del>One Storey 1.2 m (3.9 ft)</del> <del>More than one storey</del> <del>1.8 m (5.9 ft)</del> <del>No attached garage 3.7 m (12.1 ft) on one side only</del></p>
<b>Section 10 – R1B</b>	10.2.1 – Lot Area – Reduction 10.2.2 – Lot Frontage – Reduction	<p>10.2.1 LOT AREA, Minimum <del>650.3 m<sup>2</sup> (7000.0 ft<sup>2</sup>)</del> <b>465.0 m<sup>2</sup> (5005.4 ft<sup>2</sup>).</b></p> <p>10.2.2 LOT FRONTAGE, Minimum <del>20.1 m (66 ft.)</del> <b>15 m (49.2 ft.).</b></p>
<b>Section 11-</b>	11.2.1 – Lot Area –	11.2.1 LOT AREA, Minimum



R1C	Reduction 11.2.2 – Lot Frontage – Reduction	465.0 m <sup>2</sup> (5005.4 ft <sup>2</sup> ) <b>371.6 m<sup>2</sup> (4000 ft<sup>2</sup>).</b>  11.2.2 LOT FRONTAGE, Minimum 15 m (49.2 ft.) <b>12 m (39.3 ft.).</b>
Section 12 – R2 Zone	12.2.1.1 – Lot Area – Reduction 12.2.1.2 – Lot Frontage – Reduction	12.2.1.1 LOT AREA, Minimum 465.0 m <sup>2</sup> (5005.4 ft <sup>2</sup> ) <b>371.6 m<sup>2</sup> (4000 ft<sup>2</sup>).</b>  12.2.1.2 LOT FRONTAGE, Minimum 15 m (49.2 ft.) <b>12 m (39.3 ft.).</b>
	12.1 – Permitted Uses – Amend • Four Unit Street Townhouse	• <b>Three or Four Unit Street Townhouse</b>
Section 13 - R3 Zone	13.2.1 – Regulations – new regulation	<b>13.2.1.9 Maximum number of attached units in a row 6</b> <b>13.2.2.9 Maximum number of attached units in a row 6</b>
	13.2.2.9 – Distances Between Cluster Townhouses – Amend	<b>13.2.2.9</b> a) A minimum distance of <del>18.3m (60.0 ft)</del> <b>12 m (39.3 ft)</b> shall be maintained between any face of a townhouse block and any face of the same or another block.  b) A minimum distance of <del>12.2m (40.0 ft)</del> <b>6 m (19.6 ft)</b> shall be maintained between any face of a residential townhouse block and any side of the same or another block.  c) A minimum distance of <del>9.1 m (30.0 ft)</del> <b>3 m (9.8 ft)</b> shall be maintained between any side of a residential townhouse block and any side of the same or another block.
	13.2.3.10 - Distances Between Apartment Buildings – Amend	13.2.3.10 i) <b>a) A minimum distance of <del>18.3m (60.0 ft)</del> 12 m (39.3 ft)</b> shall be maintained between any face of n apartment and any face of the same or

		<p>another apartment.</p> <p>ii) <b>b)</b> A minimum distance of <del>12.2m (40.0 ft)</del> <b>6 m (19.6 ft)</b> shall be maintained between any face of an apartment and any side of the same or another apartment.</p> <p>iii) <b>c)</b> A minimum distance of <del>9.1 m (30.0 ft)</del> <b>3 m (9.8 ft)</b> shall be maintained between any side of an apartment and any side of the same or another apartment.</p>
<b>Section 16 – C1 Commercial Zone</b>	16.2.7 – Building Height, Maximum – Amend to a minimum height to encourage more than 1 storey.	Building Height, <del>Maximum</del> <b>Minimum – 12.0m (39.4 ft) 6m (19.8ft)</b>
<b>Section 23- AC Zone</b>	23.2.8 – Setback from Residential – Amend No Agricultural Commercial use, including outdoor storage and display areas shall be located with 15.3 m (50.2 ft) of a residence on an adjacent lot.	No Agricultural Commercial use, including outdoor storage and display areas shall be located within <del>15.3 m (50.2 ft)</del> <b>121.9 m (400.0 ft)</b> of a residence on an adjacent lot.
<b>Section 29 – FD Future Development Zone</b>	29.1 – Permitted Uses – amend section <ul style="list-style-type: none"> <li>• Agricultural uses except no new buildings, structures or expansions to existing uses, buildings and structures.</li> <li>• Legally existing uses, buildings and structures</li> <li>• One Single detached residential dwelling</li> <li>• Home occupations</li> <li>• Existing uses, buildings and structures</li> <li>• Accessory uses, buildings and structures</li> </ul>	29.1 – Permitted Uses <ul style="list-style-type: none"> <li>• <b>Uses, building and structures lawfully existing on the date of passing of this by-law.</b></li> </ul>
	29.2 – Regulations for a single family detached residential dwelling– Subject to the regulations of	<b>Remove entire section and replace with:</b>  <b>29.2 Regulations – As</b>

	<p>the R1A Zone as specified in Section 9 of this By-Law.</p> <p>29.3 – Regulations for Home Occupations – Subject to the applicable regulations required in Section 6.15 of this By-Law.</p> <p>29.4 – Regulations for Accessory uses, Buildings and structures – Subject to the applicable regulations required in Section 6- General Provisions of this By-law.</p>	<b>existing on the date of passing of this by-law</b>
<b>Section 30 – NE Natural Environment Zone</b>	30.3 – new provision added to clarify regulations for accessory structures and existing uses.	<b>30.3 d) Section 6.20.1 is applicable as it applies to setbacks to the NE zone.</b>
<b>Section 31 – Arthur Exception Zone</b>	31.26 – R1C-26, Delete text and map Side yard setback reduction not needed anymore with new provisions for 1.2m.	
<b>Section 32- Mount Forest Exception Zone</b>	32-8 – Site specific removed from text and mapping R2-8 Notwithstanding Section 6.8, the lands zoned Residential may only be used for a single detached dwelling and accessory uses provided that municipal water is available and provided that any lot has 30.0 m (98.4 ft) of lot frontage and 1,850.0 m <sup>2</sup> (19,914.0 ft <sup>2</sup> ) of lot area and in accordance with all other provisions of the R2 Zone.	Houses are all existing. Exemption no longer relevant.
	32.54 – Site Specific removed from text and mapping.	Use did not proceed. Minor variance was approved to address minor deficiencies.
<b>Section 33 – Rural exceptions</b>	33.2 – amend text	<b>A-2 Notwithstanding any other section of this by-law to the contrary, a residential dwelling shall be prohibited in this zone. Other</b>

		agricultural uses, that are not accessory to a dwelling, are permitted. This restriction is a result of the subject lands obtaining a surplus farm dwelling severance to remove the existing dwelling from the overall farm parcel. It is intended to ensure that the lands are only used for agricultural purposes.
	33.48 – A-48, Delete text and map. Temporary use expired and mobile home has been removed.	
	33.66 – Site Specific removed from text only. Garden Suite	<p>Temporary use expired and mobile home has been removed. Delete text and replace with text from A-2: A-66</p> <p><b>Notwithstanding Section 8.1 or any other provisions to the contrary, the subject land zoned A-2 may be used for a single detached residential dwelling and a contractor's yard including accessory uses, buildings and structures subject to the following regulations:</b></p> <ul style="list-style-type: none"> <li>a) Lot Area, minimum 0.68 ha (1.7 acres)</li> <li>b) Lot Frontage, minimum 45 m (147.5 feet)</li> <li>c) Lot Coverage, maximum 30%</li> <li>d) Ground Floor Area, minimum for Residential Dwelling Unit 92.9 sq.m (1000 sq. ft)</li> <li>e) Front Yard, minimum 18.3 m (60.0 ft)</li> <li>f) Side Yard, minimum 7.6 m (24.9 ft)</li> <li>g) Rear Yard, minimum 10.7 m (35.1 ft)</li> </ul>

	33.81 – A-81, Delete text and map Temporary use expired and mobile home has been removed.	
	33.146 – text correction	A-146 Notwithstanding Section 6.1.4 ii or any other section of this by-law, the shed existing on the day of passing of this by-law may have a maximum floor area of <del>250.8 sq.m. (2,700 sq.ft).</del> <b>353.02 sq.m. (3,800 sq.ft).</b> Subject to the following conditions:
	33.149 – text and map correction	A1-149 – <b>change to A-149</b>
	33.155 – text and map correction	33.155 – <b>change to ?</b> A-155 – <b>change to ?</b>
	33.157 – text correction	33.157 – <b>change to 33.166</b>
	33.158 – text and map correction	33.158 – <b>change to 33.167</b> A-158 – <b>change to A-167</b>
<b>Rural Map 1</b>	Rezone lands from A-2 to A-66	Using this site specific for all properties zoned to restrict residential uses under the surplus farm dwelling policies.
	Rezone all lands zoned to restrict residential to A-2.	Group all properties with this restriction under the same zone category. Surplus farm dwelling lands.
	Rezone lands from E1 to A	Aggregate Pit licence has been surrendered and pit has been rehabilitated.
	Rezone from E1 to A (B25/16)	Not used for extraction.
	Rezone from E1 to A (42/13)	Not used for extraction.
	Rezone from C2 to A	Commercial building has been converted to dwelling.
<b>Mount Forest Map 3</b>	Rezone lands from R1B to R2	Lot line adjustment (B37/15) – lands added to existing apartment.

### **CORRESPONDENCE FOR COUNCIL'S REVIEW**

Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority

- Generally acceptable to SVCA staff. Recommend minor wording addition noted.

**REQUEST FOR NOTICE OF DECISION**

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

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

No comments or questions from the floor.

**COMMENTS/QUESTIONS FROM COUNCIL**

Councillor McCabe commented that the amendments will provide better efficiencies. He asked if on farm businesses must be agriculture specific and are there limits on what can be taken out of farm use. Ms. Redmond stated that secondary farm related uses are very specific, such as grain elevators. There is criteria related to on farm diversified uses that must be related to the farm, some are accessory. OMAFRA suggests agricultural impact assessments be done.

Councillor Burke asked if dropping frontage on residential lots from 50 ft to 40 ft would apply to both new and infill lots. Ms. Redmond stated that it would apply to both.

Councillor Hern asked how small coverall structures are covered in the zoning by-law. Ms Redmond commented that Wellington North has treated them as building structure that must be kept off property line and front lawns.

Mayor Lennox asked if hoop type structures and green houses are included and clarification regarding setbacks in the NE and Future Development Zones. Ms. Redmond stated that hoop type structures and green houses will be regulated by the Zoning By-law. Section 30.3D clarifies setbacks in the NE Zone. Future Development Zones allow certain restricted uses.

**ADJOURNMENT****RESOLUTION 3**

Moved by: Councillor McCabe

Seconded by: Councillor Hern

*THAT the Public Meeting of April 23, 2018 be adjourned at 2:54 p.m.*

**CARRIED**

---

CLERK

---

MAYOR

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF COUNCIL  
MAY 7, 2018 @ 2:00 P.M.**

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

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

<b><u>Staff Present:</u></b>	<b>CAO:</b>	Michael Givens
Director of Legislative Services/Clerk:	<b>Deputy Clerk:</b>	Karren Wallace Catherine Conrad
Economic Development Officer:	<b>Chief Building Official:</b>	Adam McNabb Dale Small
Human Resources Manager:	<b>Director of Operations:</b>	Darren Jones Chanda Riggi
Manager of Planning & Environment:	<b>Drainage Superintendent:</b>	Brent Lauber Linda Redmond Neal Morris

### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

### **ADOPTION OF THE AGENDA**

#### **Resolution 2018-162**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Agenda and the Supplementary Agenda for the May 7, 2018 Regular Meeting of Council be accepted and passed.*

**CARRIED**

### **DISCLOSURE OF PECUNIARY INTEREST**

None

### **O' CANADA**

### **PRESENTATIONS**

Steve Langlois, Monteith Brown Planning Consultants

- Wellington North Recreation Master Plan

Mr. Langlois presented the Wellington North Recreation Master Plan. The Master Plan is a first for Wellington North and is a living document that will guide decision making relating to

recreation, parks and cultural facilities and services to the year 2031. There are 74 recommendations for Council consideration, with suggested priority and timing for each recommendation.

The Master Plan building blocks included public consultation, population forecasts and socio-demographic data, activity trends and participation figures, facility provision and distribution levels, industry guidelines and best practices, and background documents such as Corporate Strategic Plan, Community Growth Plan, etc.

Public Engagement included an online survey, two Phase 1 public input sessions, stakeholder workshops, youth input/local schools, and public input sessions to present the Draft Master Plan. A vision and six guiding principles were developed for implementation and future decision making.

### **Resolution 2018-163**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North accept the Wellington North Recreation Master Plan as presented by Monteith Brown Planning Consultants;*

*AND FURTHER THAT the Wellington North Recreation Master Plan be referred to the Recreation & Culture Committee for development of an Action Plan to address the Plan recommendations;*

*AND FURTHER THAT the Wellington North Recreation Master Plan be posted on the Township of Wellington North website.*

**CARRIED**

### **RECESS TO MOVE INTO PUBLIC MEETING**

### **Resolution 2018-164**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of May 7, 2018 at 2:16 p.m. for the purpose of holding Public Meetings under the Planning Act.*

**CARRIED**

### **RESUME REGULAR MEETING OF COUNCIL**

### **Resolution 2018-165**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North resume the May 7, 2018 Regular Meeting of Council at 2:55 p.m.*

**CARRIED**



## **PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

### **Resolution 2018-166**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT By-law Number 043-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Source Water Protection)*

**CARRIED**

## **ADOPTION OF MINUTES OF COUNCIL**

### **Resolution 2018-167**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the minutes of the Public Meeting and the Council Meeting held on April 23, 2018 be adopted as circulated as amended.*

**DEFERRED**

Amended minutes will be included on the May 22, 2018 agenda for Council consideration.

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

Items 2a, 2b, 3a, 6a, 6b, 6c, 7a

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

### **Resolution 2018-168**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT all items listed under Items for Consideration on the May 7, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

1. *MINUTES*

a. *Wellington North Cultural Roundtable, April 19, 2018 be received*

4. *FINANCE*

a. *Cheque Distribution Report, May 2, 2018 be received*

5. *BUILDING*

a. *Report CBO 2018-09 Building Permit Review Period Ending April 30, 2018 be received*

6. *ECONOMIC DEVELOPMENT*

d. *Report EDO 2018-21 Development Charges Rebate Program be received.*

**CARRIED**

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

### **Resolution 2018-169**

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2018-019 being a report consider the final engineer's report for the proposed drainage works for the Cormack Drain;*

*AND FURTHER THAT Council hereby approves the final engineer's report dated April 13, 2018, prepared by K. Smart Associates Limited;*

*AND FURTHER THAT Council give first and second reading to a provisional by-law to adopt the final engineers report;*

*AND FURTHER THAT Council set the date for the Court of Revision as June 4, 2018 at 2:00 p.m. to hear any appeals filed in this matter.*

*AND FURTHER THAT Council of the Township of Wellington North hereby appoint the following individuals to sit on the Court of Revision*

*Councillor McCabe*

*Councillor Hern, and*

*Councillor Burke*

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

### **CARRIED**

Neal Morris, Drainage Superintendent, explained that this meeting serves as the Public Meeting for the proposed Cormack Drainage Works. The drain has been petitioned and is 230 m long, with 215 being open ditch. The existing open ditch will be cleaned. There is a road crossing on Sally Street. The total cost of the project is \$68,100 with approximately \$24,000 assessed to the municipality with the balance assessed to impact property owners the watershed.

Mayor Lennox asked if there was anyone who wished to add or withdraw their name from the petition. No one added or withdrew their name.

Pearl Oakes expressed opposition to the drain. The Clerk asked if her opposition was related to technical or assessment to which Ms. Oakes responded, "All, no ditch wanted, no ditch needed."

Donald Cormack indicated his support for the drainage works.

### **Resolution 2018-170**

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2018-006 being a report on the FCM Green Municipal Fund Application;*

*AND FURTHER THAT Council of the Township of Wellington North fully supports the Green Municipal funding application, is completely committed to proceeding with the Arthur*

*Wastewater Treatment Plant Upgrades and has established financial reserve and reserve funds in excess of \$5 million to support the project.*

**CARRIED**

**Resolution 2018-171**

Moved: Councillor Yake

Seconded: Councillor McCabe

*THAT Council of the of the Corporation of the Township of Wellington North receive correspondence from B.M. Ross and Associates Limited, dated April 17,2018, regarding replacement of Structure 2004 on Sideroad 3 East and repair of Structure 2042 on Line 2; AND FURTHER THAT Council of the of the Corporation of the Township of Wellington North award the tenders for replacement of Structure 2004 on Sideroad 3 East and repair of Structure 2042 on Line 2 in the amount of \$211,198.06, including a \$15,000 contingency allowance and 13% HST to Reeves Construction.*

**CARRIED**

**Resolution 2018-172**

Moved: Councillor McCabe

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO-2018-018 being a report on Township of Wellington North Industrial Land; AND FURTHER THAT The Council of the Corporation of the Township of Wellington North approve the proposed site plan for the continued development of the Industrial Park on Industrial Drive, AND FURTHER THAT The Council of the Corporation of the Township of Wellington North approves the increase in the sale price of municipally owned industrial land to \$25,000/acre.*

**CARRIED**

**Resolution 2018-173**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO-2018-019 dated May 7<sup>th</sup>, 2018 with regards to the Wellington North Farmers' Market; AND FURTHER THAT the Council of the Township of Wellington North approve the Wellington North Farmers' Market Roles and Responsibilities Agreement with the Victory Church and Community Centre; AND FURTHER THAT the Chief Administrative Officer be authorized to sign the agreement with the Victory Church; AND FURTHER THAT the Council of the Township of Wellington North direct staff to prepare the necessary temporary road closure permit application for each Friday, May 25<sup>th</sup> through October 5<sup>th</sup>, from 3:00pm through 6:30pm, for the portion of 320 King St. E, from Egremont St to Fairgrounds entrance in Mount Forest.*

**CARRIED**

**Resolution 2018-174**

Moved: Councillor Yake

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2018-20 dated May 7th, 2018 being a report on Community Initiated Projects program; AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approves one time grants under the Community Initiated Projects Program as follows:*

- *\$2,000.00 to Wellington Heights Truth about Youth Community Garden*
- *\$2,000.00 to Friends of Pickleball Mount Forest*

**CARRIED****Resolution 2018-175**

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Correspondence from the Arthur Optimist Club, dated April 20, 2018, regarding their Annual Canada Day Ball Tournament;*

*AND FURTHER THAT the Optimist Club Annual Canada Day Ball Tournament to be held from Friday, June 29 to Sunday, July 1, 2018 at the Arthur Ball Diamonds and Optimist Pavilion be given community festival status and declared municipally significant.*

**CARRIED****NOTICE OF MOTION**

No notice of motion tabled.

**COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor McCabe commented that the Green Legacy Tree Day held on Saturday went well. He reminded everyone that the Arthur Lions Duck Race will be held on Saturday, May 12<sup>th</sup> in McPherson Park, Arthur.

Councillor Hern provided the following:

- Attended the Arthur & District Chamber of Commerce Breakfast on Saturday, May 5
- Darryl Sittler is booked as a speaker for the Arthur & District Chamber of Commerce Annual General Meeting in October
- Thank you to Councillor Burke for attending the Mount Forest District Chamber of Commerce annual Excellence Awards Gala
- Mount Forest District Chamber of Commerce meeting May 8, 2018 to discuss financial position going forward
- Attended the OSUM Conference last week
- Requested that the Pupil Accommodation Review Guidelines be added to the next Council agenda

Councillor Yake attended a Building Committee meeting for the Louise Marshall Hospital. Things are moving along quickly; but may slow down during the provincial election. The committee reviewed an animated design of the project.

Councillor Burke announced the following winners of Excellence Awards presented by the Mount Forest District Chamber of Commerce:

- Citizen of the Year – Daphne Rappard Armstrong
- Youth Citizen of the Year – Olivia Wenger
- Arny Feairs Customer Service Award – Michelle Bauman, Growing Abilities Adult Day Program
- Corporate Citizen of the Year – Broadline Rentals

Mayor Lennox announced that the rescheduled Damascus beef dinner will be held May 12, 2018. The recent Walk for Cancer Care event was well attended.

## **BY-LAWS**

### **Resolution 2018-176**

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT By-law Number 044-18 being a Provisional Drain Repair By-law be read a First and Second time and provisionally adopted. (Cormack Drainage Works)*

**CARRIED**

## **CULTURAL MOMENT**

### **Wellington North Farmers Market**

Nothing says “culture” more than a farmers’ market. From conception, markets have been a place for local farmers and their produce to connect with the community. Today is no exception, and perhaps even more necessary for a healthy society in a social media world. Real connection is what the Wellington North Farmers’ Market (WNFM) provides between farmer and consumer. It is a community coming together to meet in an environment that celebrates their culture.

At the WNFM people come to experience the value and taste of farm-fresh food from local farmers. How much do you know about your food? Our farmers and producers take great pride in high quality-food that’s safe for you and your family. One of the biggest benefits to buying food locally is having someone to answer your questions about how it was grown and raised. Last year’s market was the best ever with ten full-time vendors and several others joining at different times throughout the season. There were several special event days with family-friendly activities. We’re pretty sure a certain Councillor and CAO were there sampling the wine at the Pillitterri Estates booth and Councillor Burke was definitely spotted checking out the bouncy castle (which is technically kids-only). Pastor Harry Engel, the market manager [otherwise known as “the peddling Pastor”] had his booth set up weekly for impromptu discussions about politics, religion and the state of the world; all the while handing out free candy to everyone. Where else but at a Farmers’ Market can you solve all these issues in one place?

WNFM is entering its fifth season this year with market days beginning May 25<sup>th</sup> and running every Friday from 3:00pm – 6:30pm until October 5th. Come out to the best meeting, eating and greeting place in Wellington North ... and get free candy while you're at it!

### **CONFIRMATORY BY-LAW**

#### **Resolution 2018-177**

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT By-law Number 045-18 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on May 7, 2018 be read a First, Second and Third time and enacted.*

**CARRIED**

### **ADJOURNMENT**

#### **Resolution 2018-178**

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Regular Council meeting of May 7, 2018 be adjourned at 3:36 p.m.*

**CARRIED**

---

**CLERK**

---

**MAYOR**



# Communiqué



From the desk of:

April, 2018 # 054

## **Fire Chief.**

1. Operating and Capital Budgets have been approved. I will be meeting with Dist. Chief Bill Hieber and Captain Curtis Murphy to discuss our minor equipment needs.
2. Organizational Structure. The Fire Service Establishing and Regulating By-Law has been approved by Council. Within the by-law is an organizational structure. There are changes to that structure which will be discussed soon at an Officer meeting.
3. We are still experiencing paging issues with MRC and Guelph Fire. It is very disturbing that Arthur firefighters cannot consistently receive a page in Arthur, considering the tower site is just a few miles away and Guelph Fire Dispatch cannot page the appropriate number of stations. I have forwarded our concerns to Guelph Fire and our CAO, who is following up with the County re MRC.  
  
There will be changes to our Communications protocols and procedures in May.
5. The WNFS has partnered with 88.7 *The River*. Starting in May, the third Wednesday of each month will be **Fire Service Day**. FPO Marco, myself and others will be on the radio discussing Fire Safety, smoke & CO alarms, the FPPA, Burn By-law etc. Any firefighter wishing to join us, is certainly welcome. Our CAO says I have a face for radio. I guess that is good! More to follow.
6. NEW Pumper. All is on schedule. The chassis should arrive by late May. Anticipated arrival of the new P121 is expected by late September 2018.
7. I truly appreciate your dedication and commitment and all your hard work. We have an amazing team!

***“There’s Always Room for Improvement, its The Biggest Room in the House”***

**Louise Heath Leber**



# Communiqué



## FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to May 1 for the years 2017 and 2018				
	2017		2018	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except Federal and First Nations properties) from January 1 to May 1.	29	33	36	43
Fatal fires on Federal or First Nations properties from January 1 to May 1	1	1	2	0
Total	30	34	36	43

Respectfully;

Fire Chief





# Communiqué



## April Fire Report 2018

### **ARTHUR STATION:**

The Arthur Station responded to 21 calls for assistance during the month.

### **Practice/ Meetings:**

April 3, 2018 (17) members were present

April 10, 2018 (16) members were present

April 24, 2018 (17) members were present

### **MOUNT FOREST STATION:**

The Mount Forest Station responded to 19 calls for assistance during the month.

### **Practice/ Meetings:**

April 3, 2018 (24) members were present

April 10, 2018 (20) members were present

April 24, 2018 (16) members were present

Respectfully submitted by

Bill Hieber



# Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	5	Town(1)	5	Town (4)
		Township (4)		Township (1)
C/O Smoke Alarm	1	Township (1)	1	Township (1)
Hydro Lines Down			2	Township (2)
Possible Plane Crash	1	Township (1)	1	Township (1)
Motor Vehicle Collision	2	Town (1)	3	West Grey (1)
		Township (1)		Township (2)
Fire Alarm	6	Town (6)	2	Town (2)
Vehicle Fire			1	Town (1)
Structure Fire	1	Township (1)	1	Township (1)
Chimney Fire	2	Township (1) West Grey (1)	2 Chimney Fire	Township (1)
Gas Leak	2	Township (2)		West Grey (1)
No Loss Outdoor Fire	1	Township (1)	1	Township (1)



# Communiqué



## Fire Prevention/Public Education

### **FIRE SAFETY PRESENTATIONS**

#### **FIRE SAFETY INSPECTIONS**

555 Perth St. M.F.  
8952 Wellington County 14 Follow up  
149 Fredrick St. E. Follow up  
8276 Sideroad 25 Follow up  
8402 Line 10 Follow up  
315 Tucker St. Daycare A.V.  
160B Main St. N. M.F.  
9121 HWY 6 Kenilworth  
9135 HWY 6 Follow up  
230 Queen St. W. Follow up  
146 Sligo Rd. W. Follow up  
176 Fergus St. N. M.F.  
7999 Wellington Rd 109 A.V.  
497 Smith St. Kate's Fries A.V.  
155 Conestoga St. Follow up A.V.

#### **FIRE INVESTIGATIONS**

9322 Concession 11

#### **FIRE SAFETY COMPLAINT INSPECTIONS**

Sabrina Construction with TSSA A.V.

#### **FIRE SAFETY PLAN REVIEWS**

215 Eliza St. A.V.  
315 Tucker St. A.V.  
176 Fergus St. N. M.F.  
7999 Wellington Rd 109 A.V.

#### **VULNERABLE OCCUPANCY FIRE DRILLS**

#### **BURN PERMIT SITE INSPECTIONS**

8978 Concession 2  
7897 Wellington Rd 109  
8891 Concession 11  
9149 Concession 4N

#### **BURN COMPLAINTS**

230 Durham St. E. M.F.

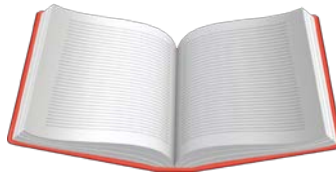


# Communiqué



**“TEST YOURS *TODAY*”**

**“*SAVING LIVES THROUGH EDUCATION*”**



**Please have all monthly reports submitted by the 5<sup>th</sup> of each month to:**

**[fpo@wellington-north.com](mailto:fpo@wellington-north.com)**

Next communiqué will be August 9th, 2017



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

066

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2016**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-10 BEING A REPORT ON A BY-LAW  
PRESCRIBING STANDARDS FOR THE MAINTENANCE  
AND OCCUPANCY OF PROPERTY**

#### **RECOMMENDATION**

**THAT** CBO 2018-10 being a report on an updated by-law to prescribe standards for the maintenance and occupancy of property be received;

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign the by-law Prescribing Standards for the Maintenance and Occupancy of Property as presented.

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

NONE.

#### **BACKGROUND**

Effective July 1, 2018 the Province will no longer be enforcing residential rental maintenance standards, this roll now falls to the local municipality. In preparation for this we have prepared a by-law that will be compliant with the Residential Tenancies Act and that will prescribe standards similar to those already in place.

In addition to the standards required by the Residential Tenancies Act, proposed in the draft by-law are expanded standards that are not currently regulated by the Township such as storm water drainage, maintenance of air conditioning units, graffiti and trees on private property.

The draft by-law Prescribing Standards for the Maintenance and Occupancy of Property can be found under the By-laws section of this agenda.

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

The cost for the Township to provide the service of By-law Enforcement has increased in part due to the Residential Tenancies Act Amendment. This by-law and its enforcement have been accounted for in the 2018 Budget.

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

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

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

None

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
	<i>Mike Givens</i>
<b>DARREN JONES</b> CHIEF BUILDING OFFICIAL	<b>MICHAEL GIVENS</b> CHIEF ADMINISTRATIVE OFFICER



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 7, 2018**

**FROM: BARRY TROOD, WATER AND SEWER SUPERINTENDENT  
MIKE GIVENS, CAO**

**SUBJECT: REPORT PW 2018-006 BEING A REPORT ON 2018 RESERVE  
WASTEWATER CAPACITY CALCULATIONS FOR WELLINGTON  
NORTH**

**RECOMMENDATION**

**THAT** Report PW 2018-006 being a report on 2018 reserve wastewater capacity calculations for Wellington North be received;

**AND FURTHER THAT** the Council of the Township of Wellington North direct staff to submit copies of the reports prepared by Triton Engineering Services Limited to the Ministry of the Environment and Climate Change;

**AND FURTHER THAT** Council direct staff to monitor wastewater flow data at the Arthur Wastewater Treatment Plant for the first 5 months of 2018 to ensure that daily average flows for that period remain below 1416 m<sup>3</sup>/day to ensure the Township remains in compliance with the MOECC Certificate of Approval;

**AND FURTHER THAT** if wastewater flows at the Arthur Wastewater Treatment Plant remain below approved daily flows including flow data for the first 5 months in 2018 and consistent with 2015 & 2016 ADF flows, Council consider issuing uncommitted reserve capacity units to residential in-fill development.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Annual Activity, PW 2016-011, PW 2017-10

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

The Township of Wellington North, in compliance with the Ministry of Environment and Climate Change (MOECC) guidelines, submits annual wastewater reserve capacity calculations for its treatment plants in Arthur and Mount Forest.

For 2018, Triton Engineering Services Limited has completed these reserve capacity calculations for both facilities and submitted a report on each to the Township – see Schedule A – Arthur, Schedule B – Mount Forest.

As part of this process, the MOECC requires a resolution be passed by Council to “review and adopt” the reserve capacity calculations as completed by Triton.

As shown within the Arthur report, Uncommitted Reserve Capacity in Equivalent Residential Units is shown to be (+8) which indicates the treatment plant is currently processing waste water on a 3 year Annual Daily Flow Average just below its design capacity of 1465 m<sup>3</sup>.

As shown within the Mount Forest report, Uncommitted Reserve Capacity in Equivalent Residential Units is (+784) which indicates the plant is operating below its design capacity of 2818 m<sup>3</sup>.

The below table summarizes some of the trends at the AV WWTP dated back to 2015.

**Arthur WWTP Flows Table**

<b>First 3 Months (Jan - March)</b>		
<b>Year</b>	<b>Total Raw Flow</b>	<b>Average Daily Flow</b>
<b>2015</b>	<b>135,170</b>	<b>1,519</b>
<b>2016</b>	<b>172,301</b>	<b>1,936</b>
<b>2017</b>	<b>167,222</b>	<b>1,879</b>
<b>2018</b>	<b>149,625</b>	<b>1,681</b>

<b>First 5 Months (Jan-May)</b>		
<b>Year</b>	<b>Total Raw Flow</b>	<b>Average Daily Flow</b>
<b>2015</b>	<b>236,110</b>	<b>1,564</b>
<b>2016</b>	<b>268,610</b>	<b>1,779</b>
<b>2017</b>	<b>278,801</b>	<b>1,846</b>
<b>2018</b>	<b>N/A</b>	<b>N/A</b>

<b>Last 7 months (June- Dec)</b>		
<b>Year</b>	<b>Total Raw Flow</b>	<b>Average Daily Flow</b>
<b>2015</b>	<b>267,788</b>	<b>1,246</b>
<b>2016</b>	<b>226,441</b>	<b>1,053</b>



2017	274,630	1,277
2018	N/A	N/A

Full 12 Months (Jan-Dec)		
Year	Total Raw Flow	Average Daily Flow
2015	503,898	1,381
2016	495,051	1,356
2017	553,431	1,516
2018	N/A	N/A

### FINANCIAL CONSIDERATIONS

Triton Engineering Service Limited prepared these documents on a time and expense basis and the final expense for these reports is not known at time of writing. Costs associated with this activity will be borne through the approved 2018 Operating Budget.

No financial impact will be realized for the Ministry of Environment submission.

### STRATEGIC PLAN

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

X Yes                       No                       N/A

Which pillars does this report support?

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

Wastewater capacity is a prerequisite to community development.

**PREPARED BY:**

**RECOMMENDED BY:**

*Barry Trood*

*Michael Givens, CAO*

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**

**BARRY TROOD  
WATER AND SEWER SUPERINTENDENT**

Attachments:

(Triton) 2018 Reserve Capacity Calculations Mt. Forest

(Triton) 2018 Reserve Capacity Calculations Arthur



**TRITON  
ENGINEERING  
SERVICES  
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14  
Fergus  
Ontario N1M 1S6  
Tel: (519) 843-3920  
Fax: (519) 843-1943  
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

March 22, 2018

RECEIVED

MAR 28 2018

TWP. OF WELLINGTON NORTH

Township of Wellington North  
P. O. Box 125  
7490 Sideroad 7 West  
KENILWORTH, Ontario  
N0G 2E0

Attention: Darren Jones  
Chief Building Official

RE: 2018 RESERVE CAPACITY CALCULATIONS  
MT. FOREST WASTEWATER TREATMENT PLANT  
OUR FILE: A5510(18)R03

Dear Sir:

We have undertaken a review of the reserve capacity for the Mount Forest Wastewater Treatment Plant (WWTP) for 2018 in accordance with the requirements outlined in the MOECC Guidelines. The current Average Day Flow (ADF) is based on recorded flows at the plant for a three year period (2015, 2016 and 2017) as provided by the Ontario Clean Water Agency (OCWA). We have also updated the population and number of households based on the 2016 Statistics Canada Census data for the community of Mount Forest.

The reserve capacity calculations indicate an increase in the three year ADF from 1,922 m<sup>3</sup>/day to 2,015 m<sup>3</sup>/day. Calculations provided in Table 1 (attached) indicate the uncommitted reserve capacity has decreased from 861 to 784 equivalent residential units.

Registered/Unbuilt development figures provided in Table 2 (attached) have been adjusted to include Building Permits issued in 2017 as provided by the Chief Building Official. Fifty-three (53) additional units were connected to the collection system in 2017.

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to the MOECC Guelph District Office to the attention of Lisa Williamson. We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Christine M. Furlong, P. Eng.

Encl.

cc: Linda Redmond, County of Wellington, Planning Department



TABLE 1

A5510(18)R03

<b>MOUNT FOREST - WWTP 2018 RESERVE CAPACITY</b>	
<b>DESCRIPTION</b>	<b>2018</b>
1. Design capacity of WWTP (m <sup>3</sup> /day)	2,818
2. Average day flow * (m <sup>3</sup> /day)	2,015
3. Reserve capacity (m <sup>3</sup> /day) (1) - (2)	803
4. Population served **	4,785
5. Serviced households ***	2,221
6. Average daily per capita flow (m <sup>3</sup> /day) (2) ÷ (4)	0.421
7. Additional population that can be served (3) ÷ (6)	1,907
8. Persons per equivalent residential unit (4) ÷ (5)	2.15
9. Additional equivalent residential units that can be served (7) ÷ (8)	887
10. Committed Development (Table 2)	103
11. <b>Uncommitted Reserve Capacity in Equivalent Residential Units</b> (9) - (10)	<b>784</b>
* Average of 2015 (1,746 m <sup>3</sup> /day), 2016 (1,948 m <sup>3</sup> /day) and 2017 (2,351 m <sup>3</sup> /day)	
** Estimated Population using 2016 Census (4,643) + ((units built in 2016 and 2017) x 2.15)	
*** Estimated residential sewage connections using 2016 households (2,155) + <b>(13 units in 2016 and 53 units in 2017)</b>	

TABLE 2

A5510(18) R03

<b>MOUNT FOREST</b>		
<b>SUMMARY OF COMMITTED DEVELOPMENT - 2018</b>		
<b>REGISTERED/UNBUILT</b>	<b>REMAINING UNITS</b>	<b>TOTAL</b>
Bye - Church St. (Plan 419)	1	
<b>SUB-TOTAL</b>		<b>1</b>
<b>DRAFT PLAN APPROVED OR COMMITTED BY RESOLUTION</b>	<b>UNITS</b>	
Reeves - Albert Street Estates	1	
Lucas Subdivision (King & Albert Streets)	34	
Martin Street (Betty Dee)	3	
Cork Street (South Saugeen Shores Development Inc.)	12	
466 Queen West (2551405 Ontario Ltd.)	6	
Wellington St. East (Peter and Mary Reeves)	4	
London Road Subdivision (Bye)	4	
488 Durham Street East (2574574 Ontario Inc.)	10	
Marlanna Homes Subdivision (400 King Street East)	24	
<b>SUB-TOTAL</b>		<b>98</b>
<b>MULTI-UNIT DEVELOPMENT</b>	<b>UNITS</b>	
<b>SUB-TOTAL</b>		<b>0</b>
<b>INFILL LOTS</b>	<b>UNITS</b>	
	4	
<b>SUB-TOTAL</b>		<b>4</b>
<b>TOTAL COMMITTED UNITS</b>		<b>103</b>

The following developments are complete and have been removed from the above list:

- H. Bye Construction, London Road
- Strathcona Long Term Care

The James Bowden development has been removed from the above list as the allocation has expired.



**TRITON  
ENGINEERING  
SERVICES  
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14  
Fergus  
Ontario N1M 1S6  
Tel: (519) 843-3920  
Fax: (519) 843-1943  
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

March 22, 2018

Township of Wellington North,  
P. O. Box 125,  
7490 Sideroad 7 West,  
KENILWORTH, Ontario  
N02 2E0

Attention: Darren Jones  
CBO

RE: 2018 RESERVE CAPACITY CALCULATIONS  
ARTHUR WASTEWATER TREATMENT PLANT  
OUR FILE: A5510(18)R05

Dear Sir:

We have undertaken a review of the reserve capacity for the Arthur Wastewater Treatment Plant (WWTP) for 2018 in accordance with the requirements outlined in the MOECC Guidelines. The current average day flow (ADF) is based on recorded flows at the plant for a three year period (2015, 2016 and 2017) as provided by the Ontario Clean Water Agency (OCWA). We have also updated the population and number of households based on the 2016 Statistics Canada Census data for the Village of Arthur.

The reserve capacity calculations indicate a decrease in the three year ADF from 1,490 m<sup>3</sup>/day to 1,418 m<sup>3</sup>/day. For this reporting period, the Arthur WWTP is now compliant with its Certificate of Approval, with respect to flow, for the 3 year average statistic although the ADF for 2017 was 1,516 m<sup>3</sup>/day which exceeds the rated ADF of 1,465 m<sup>3</sup>/day by 51 m<sup>3</sup>/day. Calculations provided in Table 1 (attached), indicate the uncommitted reserve capacity has increased from (-52) to 8 equivalent residential units.

Registered/Unbuilt development figures have been adjusted to include Building Permits issued in 2017 as provided by the Chief Building Official. Fifteen (15) units were connected to the collection system in 2017. Based on Golden Valley Farm's most recent monitoring report reviewed in September 2017, the number of committed units for this industry is 23 equivalent residential units.

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to Lisa Williamson at the MOECC Guelph District Office. We trust that you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Christine M. Furlong, P. Eng.

Encl.

cc: Linda Redmond, County of Wellington, Planning Dept.



TABLE 1

A5510(18)R05

<b>ARTHUR - WWTP 2018 RESERVE CAPACITY</b>	
DESCRIPTION	2018
1. Design capacity of WWTP (m <sup>3</sup> /day)	1465 m <sup>3</sup> /day
2. Average Daily Flow* (m <sup>3</sup> /day)	1418 m <sup>3</sup> /day
3. Reserve capacity (m <sup>3</sup> /day) (1) - (2)	47
4. Population served **	2410
5. Serviced households ***	970
6. Average daily per capita flow (m <sup>3</sup> /day) (2) ÷ (4)	0.588
7. Additional population that can be served (3) ÷ (6)	80
8. Persons per equivalent residential unit (4) ÷ (5)	2.48
9. Additional equivalent residential units that can be served (7) ÷ (8)	32
10. Committed development (Table 2)	24
11. <b>Uncommitted Reserve Capacity in Equivalent Residential Units</b> (9) - (10)	<b>8</b>
<p>* Average of 2015 (1,382 m<sup>3</sup>/d), 2016 (1,356 m<sup>3</sup>/d) and 2017 (1,516 m<sup>3</sup>/d)</p> <p>** Estimated Population using 2016 Census (2333) + ((units built in 2016 and 2017) x 2.48)</p> <p>*** Estimated residential sewage connections using 2016 households (939) + (16 units in 2016 and 15 units in 2017)</p>	



TABLE 2

A5510(18)R05

<b>ARTHUR</b>		
<b>SUMMARY OF COMMITTED DEVELOPMENT - 2018</b>		
<b>REGISTERED/UNBUILT</b>	<b>REMAINING UNITS</b>	<b>TOTAL</b>
1. D. Martin Development (Conestoga St.)	1	
<b>SUB-TOTAL</b>		<b>1</b>
<b>MULTI-UNIT DEVELOPMENT</b>	<b>UNITS</b>	
<b>SUB-TOTAL</b>		<b>0</b>
<b>INDUSTRIAL</b>	<b>UNITS</b>	
Golden Valley Farms	23	
<b>SUB-TOTAL</b>		<b>23</b>
<b>INFILLING LOTS</b>	<b>0</b>	
<b>SUB-TOTAL</b>		<b>0</b>
<b>TOTAL COMMITTED UNITS</b>		<b>24</b>

The following developments are complete and have been removed from the above list:

- Eastridge Landing (Carrol Street)
- 1260119 Ontario Inc. (Preston Park)





# Township of Wellington North

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING ON May 22, 2018**

**FROM: DALE CLARK  
ROADS SUPERINTENDENT**

**SUBJECT: REPORT PW 2018-007 BEING A REPORT ON THE  
2018 PROCUREMENT OF A PLOW TRUCK**

## RECOMMENDATION

**THAT** Report PW 2018-007 being a report on the 2018 procurement of a plow truck be received;

**AND FURTHER THAT** the Township of Wellington North award the supply of the 2018 plow truck to Viking Cives Ltd at a net cost of \$241,213.00;

**AND FURTHER THAT** \$21,213.00 difference between the net purchase price and the 2018 approved capital budget of \$220,000.00 be funded from the sale of the existing plow truck and reserve funds.

## PREVIOUS REPORTS PERTINENT TO THIS MATTER

2018 Capital Budget

## BACKGROUND

Plow truck purchase is needed to replace an aged truck within the fleet. A plow truck is used in the summer months as a dump truck for hauling and in the winter months as a snow plow. The new plow truck will ensure road operations service-level is maintained while reducing the annual operating costs associated with aging equipment maintenance and repair

The existing Roads Truck #13 is a 2003 Sterling dump truck with 285775 km and 10,333 hours of operation on it as of May 7<sup>th</sup>, 2018.

Township staff have worked with Viking Cives Ltd. to evaluate three chassis alternatives with each chassis alternative to include the same \$130,693.00 plus applicable taxes of Viking Cives Ltd. snow removal equipment.

The following truck chassis were evaluated and quoted:

Manufacturer	Chassis Cost (plus tax)	Total Cost (plus tax)
2019 Western Star	\$110,520.00	\$241,213.00
2019 Freightliner	\$118,220.00	\$248,913.00
2019 international	\$115,500.00	\$246,193.00

As all three chassis meet the specifications as set out by the Roads Department and have similar warranties, staff would like to proceed with 2019 Western Star supplied by B & I Truck Centre as it provides the best financial benefit to the Township.

### FINANCIAL IMPLICATIONS

Plow Truck was allocated at \$220,000 within the approved 2018 capital budget.

<b>Township of Wellington North</b>	
<b>2018 Plow Truck</b>	
<b>May 2018</b>	
2019 Western Star Chassis	\$110,520.00
Viking Cives Ltd. Equipment	\$ 130,693.00
Plow Truck Sub-Total	\$241,213.00
Net HST	\$ 31,357.69
Total Purchase Price	\$272,570.69
HST Rebate	\$ 26,560.45
<b>Net Cost</b>	<b>\$246,010.24</b>

Township expects to generate \$15,000 when selling existing plow (#13 – 2003 Sterling) as surplus, on delivery of new plow truck, which will leave a purchase shortfall of \$11,010.24. Remainder of 2018 plow truck budget to taken from account #1-00-00-000-3030.

### STRATEGIC PLAN

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

X Yes

No

N/A

Which pillars does this report support?

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

Fleet purchases that are aligned with the Township’s Fleet Management Policy ensure that Township staff have the appropriate equipment to meet community servicing expectations.

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

*Dale Clark*

*Brent Lauber*

<b>DALE CLARK ROADS SUPERINTENDENT</b>	<b>BRENT LAUBER DIRECTOR OF OPERATIONS</b>
--	--



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

081

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

**TO: MAYOR AND MEMBERS OF COUNCIL,  
Meeting of May 22nd, 2018**

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

**SUBJECT: REPORT EDO 2018-22 MUNICIPAL GREEN ENERGY PROGRAM**

### **RECOMMENDATION**

**THAT** Report EDO 2018-22 on Wellington North's Municipal Green Energy Program be received.

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

EDO 2015-22 June 8<sup>th</sup>, 2015,  
EDO 2017-23 Nov 6<sup>th</sup>, 2017

EDO 2015-24 July 13<sup>th</sup>, 2015,  
EDO 2018-05 Feb. 26<sup>th</sup>, 2018

EDO 2016-26 Oct. 3<sup>rd</sup>, 2016

### **BACKGROUND**

**MUNICIPAL GREEN ENERGY PROGRAM:** Since 2015 The Township of Wellington North has been a supporter of solar/green energy projects. Council have approved several Municipal Support Resolutions from landowners and developers and have worked with developers to bring green energy solutions to our Municipality. Currently we have two major programs underway:

- 1) **FEED IN TARIFF (FIT5.0) PROGRAM:** On September 20<sup>th</sup>, 2017 we received notice that our application for a 100kW roof top installation at the Mount Forest and District Sports Complex had been approved. The contract price under the FiT5.0 program is 22.3 cents/kWh. An update was provided to council in February and since that time the following activities have been completed:
  - a) **Connection Impact Assessment (CIA)** documentation sent to Hydro One Networks inc (HONI)
    - o HONI can take upwards to 90 days to approve a CIA and the documentation including the application fee was provided on April 13<sup>th</sup>.
    - o Arntjen Solar followed up with HONI the first of May to confirm they had received the application and application fee and HONI indicated they had and that they were working on the assessment.

- The current expectation is that the IESO, who normally provide the Notice to Proceed within 20 days of receiving HONI approval, will be able to issue this notice in August with installation to take place this fall.

**b) Green Ontario Fund: Solar Energy and Energy Storage Rebate Program**

- On May 3<sup>rd</sup> the Green Ontario Fund announced that \$90 million has been designated for this program and that they will start accepting applications this summer. For businesses only, projects of less than 500 kwh are eligible.
- The Fund will provide a variety of incentives that will make net-metering very feasible and will be delivered in connection with Ontario's Local Hydro Companies.
- We have advised Wellington North Power that we wish to take advantage of this program and will work with Arntjen Solar and Wellington North Power to apply.

**c) Equipment Lease Agreement**

- At the November 6<sup>th</sup>, 2017 council meeting approval was granted for the Mayor and CAO to sign the Equipment Lease Agreement with SunSaver 4 Limited, (Arntjen Solar) for a 100kW Roof Top System to be installed at the Mount Forest & District Sports Complex.
- Our Municipal lawyer was provided the documentation for his review and comments and on April 30<sup>th</sup> the revised lease agreement was received back for signature which can now take place.

**d) Council Presentation**

- Rolf Maurer from Arntjen Solar has been asked to attend our council meeting this evening to provide a formal update on the Fit5.0 program and Sports Complex installation. This will give council the opportunity to ask any questions you might have regarding next steps, etc.

**2. ELECTRONIC VEHICLE CHARGING STATIONS** Through the Province of Ontario's Green Investment Fund Wellington North was successful in 2016 in obtaining funding for the installation of Electronic Vehicle Charging Stations in Arthur and Mount Forest.

These charging stations have been operational for more than one year and quarterly usage reports, as provided by Arntjen Solar, are as follows:

	MOUNT FOREST				ARTHUR			
	Apr – Jun 2017	July – Sept	Oct – Dec	Jan – Mar 2018	Apr – Jun 2017	July - Sept	Oct - Dec	Jan – Mar 2018
# of sessions	34	30	41	24	25	38	23	37
Energy use (per kwh)	261.56	321.86	483.44	199.31	375.27	439.15	215.38	401.31

Revenue is generated through a charging fee consistent with the fees Arntjen has established at all their locations. At a Level 2 charging station the first 5 minutes are free and then .05 cents per minute plus HST and at a Level 3 charging station; .28 cents per minute plus HST

From an expense perspective, in addition to the energy expense, Chargepoint the service provider takes off a 10% billing fee from all revenue generated to cover payment processing, etc.



Based on our agreement with Arntjen Solar the net income/ expense generated from the Charging Stations is then split evenly 50/50:

- 2<sup>nd</sup> quarter 2017 usage was 636.83 kWh, net revenue was \$172.28, and expense was \$366.80
- 3<sup>rd</sup> quarter usage was 761.01 kWh, net revenue was \$286.23, and expense was \$280.45
- 4<sup>th</sup> quarter usage was 698.82 kWh, net revenue was \$321.88, and expense was \$358.42
- 1<sup>st</sup> quarter 2018 usage was 600.62 kWh; net revenue was \$290.39, and expense was \$358.78

We continue to work with Arntjen on marketing and signage to increase usage. This month signage has been installed and line painting has taken place at both Charging Station locations.



## FINANCIAL CONSIDERATIONS

Our 20-year agreement with Arntjen Solar for the **Feed In Tariff Fit5.0 Program** will be signed later this month. All capital expenditures will be covered by Arntjen Solar and Wellington North will receive 5% of revenue generated over the 20 years. Net-metering also offers significant additional savings.

Our five-year agreement with Arntjen Solar for the **Electronic Vehicle Charging Stations** was signed in June 2016 with the \$100,000 capital costs being covered through the Ontario Green Investment Fund. Revenue and Expense is to be shared on a 50/50 basis however to date Arntjen has not billed us for any revenue shortages.

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

These programs are very consistent with the Wellington North Strategic Plan and is an example of the leadership role council has taken in being environmental conscious and supportive of green energy programs.

This report relates directly to the implementation of many of the Wellington North Strategic Plan objectives. Particularly our objectives to, *enhance Strategic Partnerships*

Yes                       No                       N/A

Which pillars does this report support?

**X Community Growth Plan**

Human Resource Plan  
Brand and Identity

**X Strategic Partnerships**

**X Community Service Review**

Corporate Communication Plan  
Positive Healthy Work Environment

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

*Dale Small*

*Michael Givens*

<b>DALE SMALL ECONOMIC DEVELOPMENT OFFICER</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
--	--



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

[www.wellington-north.com](http://www.wellington-north.com) 1.866.848.3620 FAX 519.848.3228

519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL,  
Meeting of May 22nd, 2018**

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

**SUBJECT: REPORT EDO 2018-23 YOUTH RESILIENCY WORKER**

**That** the Council of the Township of Wellington North receive Economic Development Officer report EDO-2018-23 dated May 22<sup>nd</sup>, 2018 being a report on the Youth Resiliency Worker;

**AND FURTHER THAT** Council authorize the Chief Administrative Officer to sign the Memorandum of Understanding between the Mount Forest Family Health Team, Town of Minto, Township of Mapleton and the Township of Wellington North.

#### **RECOMMENDATION**

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

Jan. & July 2015 delegation to council: North Wellington Coalition for Youth Resiliency

September 2017 Wellington North Youth Action Council delegation to council

January 2018 North for Youth presentation to council

#### **BACKGROUND**

On January 26<sup>th</sup>, 2015 Alison Vasey-Community Youth Resiliency Worker provided council with an overview of the newly formed community coalition, (North for Youth) across North Wellington focused on improving positive youth development, resiliency and civic engagement in Youth. Since that time we are very pleased with some of the progress that has been made in the area of Youth engagement and locally one of the key programs was the creation of our Wellington North Youth Action Council (YAC).

After celebrating its first birthday in July 2017, Trish Wake, our Adult Ally along with several YAC members came to council and provided council with an update on the



many programs that they have been involved in and in January of 2018 Gabriella Ieropoli, our current Youth Resiliency Worker also came to council and gave an update on the overall “North for Youth” program.

During this update council were also advised that the three-year Ontario Trillium Funding that had been received to launch this program back in 2015 was coming to an end. We also advised Council that we working with Minto, Mapleton and the Mount Forest Family Health Team on another funding application which had been submitted to continue the North for Youth program. With this application we were also looking at extending the partnership to include a few municipalities in Southern Grey County. Unfortunately, early last month we were advised that our funding application had not been approved.

At our last joint Economic Development Committee Meeting with Minto and Mapleton council will recall we spent some time discussing Doug Griffiths, 13 Ways to Kill Your Community. During the breakout session we were asked to identify what is one thing we are doing well in terms of “NOT Killing our Community”. The answer from over half of the breakout groups was our focus on Youth. All three municipalities were in total agreement and proud of the energy and attention that was being placed on engaging our Youth. While it was recognized that we still had work to do we all were very supportive of the actions that were underway.

In order to maintain this momentum the following representatives have come together to draft up a Memorandum of Understanding. This MOU will ensure the required level of focus on our Youth will continue through the North for Youth Program and that are current Youth Resiliency Worker will also continue:

- Mount Forest Family Health Team: Suzanne Trivers; Executive Director
- Town of Minto: Belinda Wick-Graham Economic Development Officer
- Township of Mapleton: Trish Wake; Economic Development Officer
- Township of Wellington North: Dale Small; Economic Development Officer

This MOU outlines the scope, responsibilities, annual budget etc. that is required to ensure the continued employment of a Community Youth Resiliency Worker (CYRW) in our community. The CYRW will continue to be a Mount Forest Family Health Team employee and will continue to report to the Executive Director. The activities and outcomes expected of the CYRW will be guided through a Steering Committee comprised of the four partners identified above.

### **FINANCIAL CONSIDERATIONS/CONCLUSION**

In order to fund the Community Youth Resiliency Worker budget each partner will be required to contribute \$13,000 per year and the Mount Forest Family Health Team will invoice each party in April of each year.

In 2018, due to a carry-over of funds from OTF, Wellington North will only need to contribute \$8,000. As council is aware each year we have received \$25,000 in funding

from the County BR+E Implementation Fund and it is our plan to utilize \$8,000 from this fund in order to cover the Wellington North share in 2018.

In future years the funding to cover Wellington North's share of the Youth Resiliency Worker will be included in the Economic Development Operating budget.

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

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

**Yes**                       No                                       N/A

Which pillars does this report support?

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

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

*Dale Small*

*Mike Givens*

<b>DALE SMALL</b> <b>ECONOMIC DEVELOPMENT OFFICER</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
--	--

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Mount Forest Family Health Team**

**AND**

**Corporation of the Township of Wellington North**

**AND**

**Corporation of the Town of Minto**

**AND**

**Corporation of the Township of Mapleton**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) dated the 1<sup>st</sup> day of December, 2017

BETWEEN:

**Mount Forest Family Health Team (“MFFHT”)**

- and –

**Corporation of the Township of Wellington North (“Wellington North”)**

- and –

**Corporation of the Town of Minto (“Minto”)**

- and –

**Corporation of the Township of Mapleton (“Mapleton”)**

collectively known as “the Parties”

WHEREAS:

1. The Parties are partners in the North for Youth initiative originally funded by a grant for the Ontario Trillium Foundation;
2. The Parties want to continue the work of the initiative, and more specifically the activities of the Youth Resiliency Worker, after the funding from Ontario Trillium Foundation has ended;
3. The purpose of this Agreement is to clarify the operational, accountability, financial and reporting relationships between the Parties with respect to the Youth Resiliency Worker employed by MFFHT.

Now therefore in consideration of the mutual covenants and agreement hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

### **1.1 Defined Terms**

- (1) In this MOU, the following capitalized terms wherever used have the following meanings:
- (a) **“Applicable Law”** means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgement, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation and, for the purpose of clarity, includes a policy or direction of the Ministry of Health and Long-Term Care of the Province of Ontario (or its successor);
  - (b) **“Business Day”** is any day between the hours of 8:30 to 4:30 Monday to Friday.
  - (c) **“Confidential Information”** means any and all material, data, information or any item in any form, including intellectual property rights, relating to, the business or management of any Party, except any information or data that:
    - (i) is or becomes publicly available through no fault of the other Party
    - (ii) is already in the rightful possession of the other Party prior to its receipt from the disclosing Party
    - (iii) is independently developed by the other Party
    - (iv) is rightfully obtained by the other Party from a third party without breach of any confidentiality restrictions
  - (d) **“Funding”** means the funding received by the MFFHT from the Ministry of Health and Long-Term Care or its agent (the Waterloo Wellington Local Health Integration Network, “WWLHIN”) to fund the provision of comprehensive primary care services, and the funding provided by Wellington North, Minto or Mapleton.
  - (e) **“Losses”** means any and all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other proceedings of any kind or nature, costs and expenses (including reasonable legal fees and disbursements)
  - (f) **“Parties”** means MFFHT, Wellington North, Minto and Mapleton and “Party” means one of them
  - (g) **“Services”** means the Youth Resiliency Worker and the development of an annual work plan that develops, implements and supports activities designed to engage youth in leadership, employment, volunteering and other activities that support healthy growth and development.

## **ARTICLE 2 - SCOPE**

### **2.1 General Scope**

(1) Services will be delivered by the Youth Resiliency Worker and other staff and volunteers affiliated with the Parties. The Parties will be co-responsible for the overall development and sustainment of the North for Youth annual work plan, Youth Resiliency Worker service delivery and outcomes of the initiative. Details of the Youth Resiliency Worker job description and the Annual Work Plan are attached as Schedule A.

(2) The Goals of the initiative shall be identified and confirmed in consultation with the Parties, the North for Youth Committee and the three Youth Action Councils. The Goals will be reviewed at least annually to ensure that the initiative is meeting the needs of youth in our communities.

(3) The Parties shall ensure the use of the Funding focuses resources and efforts towards improving the overall youth experience in our communities.

(4) The approach to how the initiative continues to evolve will be dynamic and evolving. The model will be flexible in order to accommodate changes and new opportunities.

### **2.2 Target Population**

(1) The Youth Resiliency Worker will focus on youth aged 12 to 24 living in or engaging in community activities in Wellington North, Minto and/or Mapleton. The Parties may identify sub-populations of the target population that are a priority for specific activities and interventions.

### **2.3 Evaluation, Monitoring and Reporting**

MFFHT, through the Youth Resiliency worker, will provide reports to the Parties. The Parties, in collaboration, will determine the content, frequency and format of these reports.

### **2.4 Dispute Resolution Process**

Interest-based dispute resolution principles shall be used to address and resolve conflicts. As a first step, the Parties directly involved will work to resolve the conflict using a non-mediated approach. If this does not resolve the conflict, the participating parties will be asked to help resolve the conflict. If the conflict involves the participating parties, the CEOs of the Partner Organizations will be asked to mediate the dispute. If unsuccessful a mutually agreeable third party will, as required, be asked to mediate the dispute. The third party shall be acceptable to both parties. The cost of a mediator will be divided equally between the parties.

### **2.5 Decision-making Process**

Decisions shall be made by consensus. For the most part, shared community priority setting will be the focus of the North for Youth committee, while the Parties will work together to set the annual objectives, strategies and activities of the Youth Resiliency Worker.

## **2.6 Corporate identity and Branding**

The corporate identity and branding standards of each organization will be adhered to in all communications, education, and marketing-related materials. This will be directed by the participating parties and operationally applied through the communications staff of the organizations.

## **2.7 Intellectual property**

Since the organizations may engage in activities that result in the creation of intellectual property, the parties agree to acknowledge the contribution and participation of each other in any and all publications or other products. The participating parties shall be responsible for determining whether any one of the parties is the only owner, a primary owner, a secondary owner or not an owner of any given item that is determined to be intellectual property.

## **2.8 Funding**

MFFHT shall receive and administer the Funding from Wellington North, Minto and Mapleton and shall use such Funding solely for the delivery of the Services. The Parties will provide Funding as per Schedule B.

## **ARTICLE 3 - TERM AND TERMINATION**

### **3.1 Effectiveness of MOU**

This MOU shall come into force and effect on December 1, 2017.

### **3.2 Expiration of MOU**

This MOU shall end on March 31, 2019 unless terminated earlier pursuant to this Article 3 or, if applicable, renewed pursuant to Section 3.3

### **3.3 Renewal of the MOU**

This MOU may be renewed by mutual agreement of the parties before the expiration of the agreement.

### **3.4 Termination for Convenience**

Any Party, without prejudice to any other rights or remedies it may possess, may terminate this MOU for any reason by giving the other Parties a notice of termination for convenience at least 60 days prior to the effective date of termination.

### **3.5 Termination**

(1) A Party, without prejudice to any other rights or remedies it may possess may terminate the MOU, in whole but not in part, on the occurrence of any of the following circumstances:

(a) If another Party,

(i) becomes insolvent or is unable to pay its debts;

(ii) enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country;

(iii) has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement;

(iv) has abandoned the MOU;

(v) is in material breach or default of any material provision or material obligation of this MOU; or

(vi) uses or expends any monies or Funding for any purpose other than those set out in this MOU as authorized by the Parties.

## **ARTICLE 4 – RESPONSIBILITIES**

**4.1** MFFHT will employ the Youth Resiliency Worker and perform all human resource management responsibilities for the position.

MFFHT will work with the Parties to provide oversight for the success of the initiative. Together, the Parties will ensure the North for Youth committee is regularly consulted and updated on the progress to achieve the identified community priorities.

The Parties will provide the Funding as per Schedule B.

## **ARTICLE 5 - CONFIDENTIALITY AND PRIVACY**

### **5.1 No Disclosure of Confidential Information**

(1) Except as expressly set out in this MOU, no Party shall use, disclose, or permit any person to obtain any Confidential Information, in written, tangible or other form, learned from or provided by the other Party, whether directly or indirectly, without the prior consent of the other Party. Each Party shall take all reasonable steps to ensure that any person having



access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated for in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.

## **5.2 Permitted Disclosures**

- (1) The Parties agrees that, the Parties may disclose the name and address of other Parties to the public.
- (2) MFFHT may disclose to the Government of Ontario any information with respect to this MOU.
- (3) The Parties may disclose any information with respect to this MOU as required by the Applicable Law.

## **ARTICLE 6 - INDEMNITIES, LIMITATION OF LIABILITY AND INSURANCE**

### **6.1 Indemnification**

Each Party hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Party or the Party's Personnel and Volunteers, in the course of the performance of the Party's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

### **6.2 Insurance**

- (1) Without restricting the generality of any of the Party's obligations under this Article 7, MFFHT shall maintain in full force and effect during the term of this MOU, at its own expense, a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of MFFHT under this MOU.
- (2) MFFHT will also ensure that all employees, consultants, subcontractors or agents performing tasks in connection with this MOU are covered by the Provider's insurance policy or have their own appropriate and equivalent malpractice liability insurance.
- (3) MFFHT shall provide to the Parties, from time to time upon request, proof of the insurance coverage required under Section 7.3 and such coverage shall be kept current throughout the term of this MOU.

### 6.3 Indirect Damages

(1) In no event shall the measure of damages payable by any Party include, nor will any Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages, including damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to this MOU, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

## ARTICLE 7 - GENERAL MATTERS

### 7.1 Notices and Consents

(1) Any notice, consent, approval, determination, demand or other communication required or permitted to be given or made under this MOU ("**Notice**") by any Party shall be in writing and shall be,

(a) delivered in person on a Business Day;

(b) sent by prepaid courier service; or

(c) sent prepaid by e-mail or facsimile transmission or other similar means of electronic communication, which produces a paper record ("**Electronic Transmission**"), during a Business Day and sent subsequently by prepaid first-class mail as confirmation,

and sent to the applicable address and identifying the person designated to receive Notices as set out in this Section 8.1.

(3) Each Notice shall be addressed as follows:

(a) in the case of MFFHT, to:  
Suzanne Trivers, Executive Director  
Mount Forest FHT  
225 Dublin Street,  
Mount Forest, ON, NOG 2L3  
Fax: 519-323-2113

(b) in the case of Wellington North, to:  
Dale Small  
Township of Wellington North  
7490 Sideroad 7 W, PO Box 125  
Kenilworth, ON N0G 2E0  
Fax: 519-848-3228

(c) in the case of Minto, to:  
Belinda Wick  
Town of Minto  
941 Highway 89  
Harriston, ON N0G 1Z0  
Fax: 519-338-2005

(d) in the case of Mapleton, to:  
Trish Wake  
Township of Mapleton  
7275 Side Rd 16  
Drayton, ON N0G 1P0  
Fax: 519-638-5113

(3) Each Notice sent in accordance with this Section 8.1 shall be deemed to have been received,

(a) on the day it was delivered if delivered in person or by prepaid courier service; or

(b) on the day that it was sent by Electronic Transmission, or at the start of business on the first Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day.

(4) Any Party may, from time to time, change its address for Notice by giving Notice to the other Parties as provided in this Section 8.1.

## **7.2 Waiver/No Election**

(1) A waiver by a Party of any default, breach or non-compliance under this MOU is not effective unless it is in writing, dated, and signed by the Party making such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this MOU shall not operate as a waiver of that Party's rights under this MOU in respect to any continuing or subsequent default, breach or non-observance, whether of the same or any other nature.

(2) Resort to any remedy referred to in this MOU or the exercise of any option in this MOU shall not be construed as an election of remedies or a waiver of any other rights and remedies to which the Party is or may be entitled at law, in equity or otherwise, under this MOU against the Party in breach. The rights of termination shall be cumulative and in addition to, and not in substitution for, any and all rights or remedies available to the non-defaulting Party against the defaulting Party.

## **7.3 Governing Law**

(1) This MOU shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

## **7.4 Attornment to Ontario Courts**

(1) Each Party agrees that, any action or proceeding relating to this MOU shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court; it irrevocably waives any right to, and will not, oppose any Ontario action or proceeding relating to this MOU on any jurisdictional basis, including forum non conveniens; and it will

not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 8.4.

### 7.5 Force Majeure

- (1) For the purposes of this MOU, "Force Majeure" means an event that is,
  - (a) beyond the reasonable control of a Party; and
  - (b) makes a Party's performance of its obligations under the MOU impossible or so impractical as reasonably to be considered impossible in the circumstances.
- (2) Force Majeure includes,
  - (a) war, riots and civil disorder;
  - (b) storm, flood, earthquake or other severely adverse weather conditions;
  - (c) confiscation, expropriation or other similar action by a government body; and
  - (d) strikes, lockouts or similar labour actions, provided they are not caused by *the Provider's* unreasonable actions,

if such events meet the test set out in Section 8.5(1).

- (3) Force Majeure shall not include,
  - (a) any event that is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees; or
  - (b) any event that a diligent Party could reasonably have been expected to,
    - (i) take into account at the time of the execution of this MOU; and
    - (ii) avoid or overcome in the carrying out of its obligations under the MOU.
- (4) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (5) The failure of a Party to fulfill any of its obligations under the MOU shall not be considered to be a breach of, or default under, this MOU to the extent that such failure to fulfill the MOU obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this MOU.
- (6) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under the MOU with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (7) If the event of Force Majeure exists for a period of more than 90 days, any Party may terminate the MOU immediately (without notice).

## **7.6 Assignment**

No Party shall not assign or transfer this MOU, or any of its rights or obligations under this MOU, in whole or in part, without the prior consent of the Parties, which consent shall not be unreasonably withheld.

## **7.7 Further Assurances**

The Parties shall promptly do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all such further assurances, instruments and documents and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this MOU.

## **7.8 Counterparts**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The Parties may execute the counterparts in either original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties but any Party providing its signature by fax shall promptly forward to the other Party an original of the signed copy of this MOU that was faxed.

## **7.9 Enurement**

This MOU shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

## **7.10 Severability**

Each of the provisions contained in this MOU is distinct and severable and a declaration of invalidity or unenforceability of any provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this MOU.

## **7.11 Acknowledgement**

Each Party hereby acknowledges having,  
(a) read this MOU before signing it;  
(b) the authority to sign this MOU; and  
(c) received a copy of this MOU.

**IN WITNESS** whereof the parties have executed this MOU by their duly authorized signing officers as of the date first set forth above.

**Mount Forest Family Health Team**

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

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

Date: \_\_\_\_\_

**Corporation of the Township of Wellington North**

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

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

Date: \_\_\_\_\_

**Corporation of the Town of Minto**

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

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

Date: \_\_\_\_\_

**Corporation of the Township of Mapleton**

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

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

Date: \_\_\_\_\_

**SCHEDULE A:**

Attachment 1: Youth Resiliency Worker Job Description (Provided)

Attachment 2: Annual Work Plan (Under development)

**SCHEDULE B:****Annual Budget and Resources**

The initial funding period shall begin on December 1, 2017 and continue until March 31, 2019. Subsequent funding periods shall begin on April 1 and continue until March 31 of the next funding year.

MFFHT shall contribute the total employment costs for one day per week for the Youth Resiliency Worker and 25% of all other program costs related to the activities of the Youth Resiliency Worker. MFFHT shall contribute the work required to provide human resources management for the Youth Resiliency Worker.

For the initial funding period, MFFHT shall invoice Minto, Mapleton and Wellington North as follows:

An initial invoice of \$5,000 to be issued no later than January 30, 2018

A subsequent invoice of \$8,000 to be issued no later than May 31, 2018.

For subsequent funding years, the Parties shall together determine the budget for the next funding year by the end of the third quarter of the funding year.

MFFHT shall invoice each Party on or before April 30 each year for the amount of funding to be provided for that funding year.

If, at the end of a previous funding period, funds remain unspent, MFFHT shall defer this revenue to be used for expenses in the subsequent funding year.

If determined to be necessary by the Parties, MFFHT will reduce the invoices for the next funding year by the amount of the surplus funds. The reduction due to surplus funds will be shared equally across the Parties.



## ATTACHMENT ONE: YOUTH RESILIENCY WORKER JOB DESCRIPTION

### MOUNT FOREST FAMILY HEALTH TEAM JOB DESCRIPTION COMMUNITY YOUTH RESILIENCY WORKER

#### Position Summary

The Community Youth Resiliency Worker (CYRW) is a Mount Forest FHT employee and reports to the FHT Executive Director. The activities and outcomes expected of the CYRW are guided by a Steering Committee comprised of representatives from the Town of Minto, Township of Mapleton, Township of Wellington North and the Family Health team. The CYRW is responsible for engaging local youth, organizations, and service providers in the development of community-based programming for underserved and marginalized youth in north Wellington and fulfilling the obligations as outlined in CYRW Work Plan.

#### Duties & Responsibilities

The CYRW is position that was initially supported by the Ontario Trillium Foundation for a period of three years and is now supported by the partners on the Steering Committee mentioned above. The statements below reflect the general duties considered necessary to describe the principle functions of the position and should not be constructed as a detailed description of all the work requirements. It is expected that employees of the Mount Forest FHT will utilize initiative and good judgment when determining their day to day actions. As a relatively new position, roles and responsibilities will evolve and develop over time.

#### North Wellington Coalition for Youth Resiliency Responsibilities

- Attend, coordinate and provide support for quarterly Steering Committee Meetings.
- Provide the Steering Committee with progress reports as requested.
- Develop and maintain a work plan as approved by the Steering Committee
- Seek guidance on the CYR initiative from Steering Committee members.

#### Community Youth Resiliency Worker Responsibilities

- Identify and engage with organizations or individuals who serve youth in North Wellington communities
- Organize and/or lead meetings or facilitated discussions in such a way that program objectives are achieved
- Clearly communicate results of meetings or conversations with these organizations or individuals in writing or verbally
- Document learnings, findings or action plans
- Work with community stakeholders and youth to complete an environmental scan of opportunities for youth to gain skills and develop assets
- Employ community development skills and knowledge to build consensus, create synergy and gain commitment to action among stakeholders
- When individual youth are identified to be at risk, ensure they get connected to support services
- Communicate with and educate community members and stakeholders about program/service gaps, barriers to access, youth needs, and the complexity of issues facing at-risk and marginalized youth.
- Work with the Coalition and community partners to develop a sustainability plan for the CYR initiative.

#### Research & Evaluation

- Use participatory action research methods to explore and assess youth needs, map current programs and services and identify gaps as well as community assets.

## Mount Forest FHT Job Description-Community Youth Resiliency Worker 2 of 2

- Liaise with institutions of higher education and research bodies to assist with the research and evaluation process.
- Seek sources of local, accurate, and up-to-date data for program planning and implementation to better meet the needs of young people in North Wellington communities. Where appropriate, when the data is not available from other sources, produce the data needed.
- Clearly and concisely communicate data to stakeholders.
- Perform a comprehensive program evaluation to assess the impact of the CYR initiative and to ensure that grant requirements are met.

### Professional Development

- Maintains and develops competence through ongoing professional development.
- Stays current and aware of opportunities to implement new, evidence-based methods.
- Participates in self-directed learning and ensures that the work of the CYR initiative continues to remain relevant to the community.

### Working Conditions

The CYRW is required to work in a variety of settings including, schools, community spaces, youth centres, recreational facilities, churches, and other spaces where youth gather and receive support. The CYRW is required to drive between work locations, carry equipment, supplies and materials required for meetings, presentations or other events and set up or take down office equipment like projectors, video equipment, tables, and chairs. For work that is computerized or on the telephone, office space will be provided at the Mount Forest FHT. Proper equipment will be supplied to support an ergonomically correct workstation.

### Qualifications

- University degree in a relevant discipline, Masters level preferred
- Valid driver's license and regular access to a vehicle
- Experience working or living rurally and/or an understanding of rural culture
- Knowledge of and experience with program evaluation is an asset
- Strong skills and knowledge of:
  - Youth engagement theory and practice
  - Tailoring and presenting information to public and professional audiences
  - Group facilitation and collaborative problem solving
  - Establishing and maintaining effective relationships and partnerships with Stakeholders
- At least two years relevant experience, including:
  - Engaging and consulting youth (experience with diverse and vulnerable youth an asset)
  - Managing programs/projects, with a commitment to high standards of quality
  - Recruiting and supporting volunteers

### Skills and Abilities

- Organizational ability to prioritize a wide range of job activities with efficiency and effectiveness
- Communication skills which reflect the ability to work well in a community setting
- Flexibility to accept changes in areas of responsibility
- Interpersonal skills to listen effectively to community members, agencies, and youth
- Time management abilities to effectively set priorities and complete tasks within agreed upon timeframes
- Demonstrated ability to work independently and take initiative

**Township of Wellington North**  
**General Fund Financial Summary Report**  
**Budget vs Year-to-Date Actual Ending March 31, 2018**

	<b>2018 Actuals YTD</b>	<b>2018 Budget 25%</b>	<b>Actual vs Budget YTD (over)/under</b>	<b>Variance %</b>	<b>2017 Actuals YTD</b>	<b>2018 vs 2017 YTD Variance</b>
<b>REVENUE</b>						
Net Taxation (25%)	1,803,517	1,876,431	72,914	3.9%	1,751,788	(51,729) [2]
Fees and Service Charges	1,357,738	1,336,458	(21,280)	-1.6%	1,309,786	(47,952) [3]
Grants and Subsidies	374,917	378,266	3,349	0.9%	364,314	(10,603) [4]
Trsf from Reserves & Res Funds (25%)	324,487	324,487	-	0.0%	91,227	(233,260) [5]
Other Income						
Penalties and Interest on Taxation	41,494	51,250	9,756	19.0%	47,624	6,130 [6]
Miscellaneous	15,142	28,338	13,196	46.6%	12,263	(2,879) [7]
Investment Income	70,576	44,750	(25,826)	-57.7%	42,763	(27,813) [8]
Rents, Concessions and Franchises	241,454	185,485	(55,969)	-30.2%	230,600	(10,854) [9]
Donations	1,000	2,650	1,650	62.3%	-	(1,000) [10]
	<u>4,230,325</u>	<u>4,228,115</u>	<u>(2,210)</u>	<u>-0.1%</u>	<u>3,850,365</u>	<u>(379,960)</u>
<b>EXPENSES</b>						
Council	33,541	33,032	(509)	-1.5%	34,986	1,445 [11]
Administration	308,447	329,422	20,975	6.4%	272,555	(35,892) [12]
Property	39,153	37,709	(1,445)	-3.8%	31,685	(7,468) [13]
Fire Services	173,836	192,653	18,817	9.8%	173,633	(203) [14]
Policing & Crossing Guard Services	12,672	12,317	(356)	-2.9%	11,810	(862) [15]
Conservation Authority	55,667	37,643	(18,024)	-47.9%	47,088	(8,579) [16]
Protective Inspections & Control	69,558	66,988	(2,571)	-3.8%	49,006	(20,552) [17]
Animal Control	5,481	7,993	2,512	31.4%	7,223	1,742 [18]
Property Standards	325	12,910	12,585	97.5%	-	(325) [19]
Roadways	609,298	710,471	101,174	14.2%	599,447	(9,851) [20]
Street Lighting	45,391	44,255	(1,136)	-2.6%	47,770	2,379 [21]
Rural Water	2,562	1,848	(714)	-38.6%	1,546	(1,016) [22]
Cemetery	2,584	13,494	10,910	80.9%	3,255	671 [23]
Recreation	493,858	702,239	208,381	29.7%	509,859	16,001 [24]
Planning	7,948	8,504	556	6.5%	2,301	(5,647) [25]
Economic Development	29,405	51,588	22,183	43.0%	28,026	(1,379) [26]
WNP Holding	-	13,275				[27]
Municipal Drains	40,318	21,875	(18,443)	-84.3%	2,718	(37,600) [28]
Sanitary Sewers	300,447	422,467	122,020	28.9%	316,161	15,714 [29]
Water Works	209,247	320,702	111,455	34.8%	244,400	35,153 [30]
Transfers to Reserves/Res Funds (25%)	209,419	209,419	-	0.0%	103,927	(105,492)
Transfers to capital fund (25%)	977,313	977,313	-	0.0%	1,014,985	37,672
	<u>3,626,469</u>	<u>4,228,115</u>	<u>588,372</u>	<u>13.9%</u>	<u>3,502,381</u>	<u>(124,088)</u>
<b>SURPLUS/(DEFICIT)</b>	<u>603,856</u>	<u>(0)</u>				

## Township of Wellington North

### General Fund Financial Summary

Budget vs Year to Date – Ending March 31, 2018

1. The financial statement for the Township of Wellington North's operating activities were prepared on a cash basis. The only significant adjustments made to financial summary were to accrue revenue for water and sewer user fees to correspond with expenses incurred. Additionally, tax levies are reported on an accrual basis.

#### REVENUES

2. Net Taxation: Stated YTD Actuals include half of interim tax billing.
3. Fees and Service Charges: User fees and service charges include manual accrual adjustment for Sewer and Water revenue in both 2017 and 2018, due to significance of amount. To date, Building permits are trailing budget by \$7K and dog licences are over *annual* budget amounts by ~\$10K.
4. Grants and Subsidies: Grant revenue and revenue received from other municipalities should coincide with budget for 2018 – variances are largely driven by timing of receipt for grant funding, and invoice issuance to partner municipalities.
5. Transfers from Reserves and Reserve Funds: Most of this revenue is to help fund existing growth related long-term debt obligations.
6. Penalties and Interest on Taxation: Revenue on past due accounts are down in 2018 (and over budget) due to reduction in outstanding receivables.
7. Miscellaneous: revenues are currently trailing budget, but are up year over year – it is anticipated these will become more in-line with budget expectations as the year progresses.
8. Investment Income: Steady increases in interest rates, and higher than anticipated balances are driving favourable variance here.
9. Rents, Concessions and Franchises: Variance of budget to YTD is due to seasonal fluctuations in recreation activities.
10. Donations: No major variance to report.

#### EXPENSES

No manual accrual adjustments were made for operating expenses incurred to March 31st. Insurance premiums are recorded at 100% of annual costs (\$179K - Pretax) and were not adjusted for prepayment.

11. Council: Expenses are currently in line with budget
12. Administration: Actuals are currently under budget; however, there have been no election or street sweeping expenses incurred as yet.
13. Property: Variance largely driven by 2017 AV Medical Centre true-up costs not accrued at year-end
14. Fire Services: Mount Forest and Arthur fire halls are operating under YTD targets. VFF remuneration at 25% (\$53,750) of annual cost due to biannual payment cycle.

15. Policing and Crossing Guard Services: Actuals are on target.
16. Conservation Authority: Variance (over budget) due to prepayment of expenses.
17. Protective Inspections & Control: Variance currently driven by Employee & Group benefit premium costs.
18. Canine control: Canine Control Contract running slightly behind budgeted costs – suspect timing is the largest driver.
19. Property Standards: Expenses trailing budget – PT By-Law officer not yet on boarded.
20. Roads: Most of variance due to seasonal fluctuations and accruals; currently under budget and slightly above prior year during same period.
21. Street Lighting: Annual savings will be realized as result of decrease in hydro costs.
22. Rural Water: No major variances to report.
23. Cemetery: Maintenance activity during 2018 consistent with 2017 over similar period of time.
24. Recreation: Variance partly due to timing of seasonal fluctuations, timing of Director of Ops onboarding, and timing of debenture payments.
25. Planning: Actuals are in-line with budget.
26. Economic Development: Budget to actual variance largely driven by timing of grant payments – year over year expenditures are consistent.
27. WNP Holding – Holding Co. not yet established – expenditures expected to fall in-line with budget as year progresses.
28. Municipal Drains: Timing of expense relative to Drain 65 largest contributor to YTD and Year over year variance.
29. Sanitary Sewers: Utilities and Maintenance currently trailing budgeted amounts.
30. Water Works: Overall, expenditures are down year-over-year and budget to actual, notably in the areas of source water protection, well maintenance, materials / supplies, and consulting / engineering.



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

[www.wellington-north.com](http://www.wellington-north.com) 1.866.848.3620 FAX 519.848.3228

519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2018**

**FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY**

**SUBJECT: REPORT TR2018-007 BEING A REPORT ON COUNCIL  
REMUNERATION AND THE ONE-THIRD TAX EXEMPTION**

**THAT** Report TR2018-007 being a report on Council Remuneration and the one-third tax exemption be received for information;

**AND FURTHER THAT** Councillors continue to support associations like FCM, AMO, OFA and others who are strongly advocating for the reversal of the removal of the one-third federal income tax exemption of Council Remuneration to avoid burdening financial offset increases on the local tax levy.

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

TR2017-011 Being a report on removing the tax exempt portion of Council remuneration.

#### **BACKGROUND**

From the AMO website (<https://www.amo.on.ca/AMO-Content/Policy-Updates/2017/OnethirdTaxFreeExemptionforMunicipalElectedOfficia>):

“Municipal elected officials across the country have been able to decide to use a 1/3 tax exemption in lieu of claiming expenses related to their duties. Over the years, some councils have given up the exemption.

AMO undertook a survey, sent to municipal treasurers to get a sense of the impact that adjusting municipal budgets to maintain a gross or net amount would look like. Results of the AMO membership survey on the expected financial impacts of the federal government change. Here are several examples:

- The cost increase for a central Ontario municipality with a council of nine and a population of 30,000 will be at least \$28,000.
- The cost increase for an eastern Ontario county council of seventeen and a population of 77,000 will be at least \$74,000.
- The cost increase for a southwestern Ontario municipality with a council of seven and a population of 24,000 will be at least \$14,000.

From the federal government perspective, the fiscal impact of these examples might seem small. However, for almost half of Ontario's municipal governments, a one per cent property tax increase raises only \$50,000. The fiscal impact of survey respondents (144 municipal governments) is about \$1.4 million. This is revenue that won't be supporting municipal services and capital investments."

"AMO passed a resolution in June asking the Federation of Canadian Municipalities to get involved because it is a matter affecting not only Ontario. FCM is taking this matter on and is asking other provincial associations to do a similar analysis that AMO has undertaken as the information will help FCM in their discussions with federal officials."

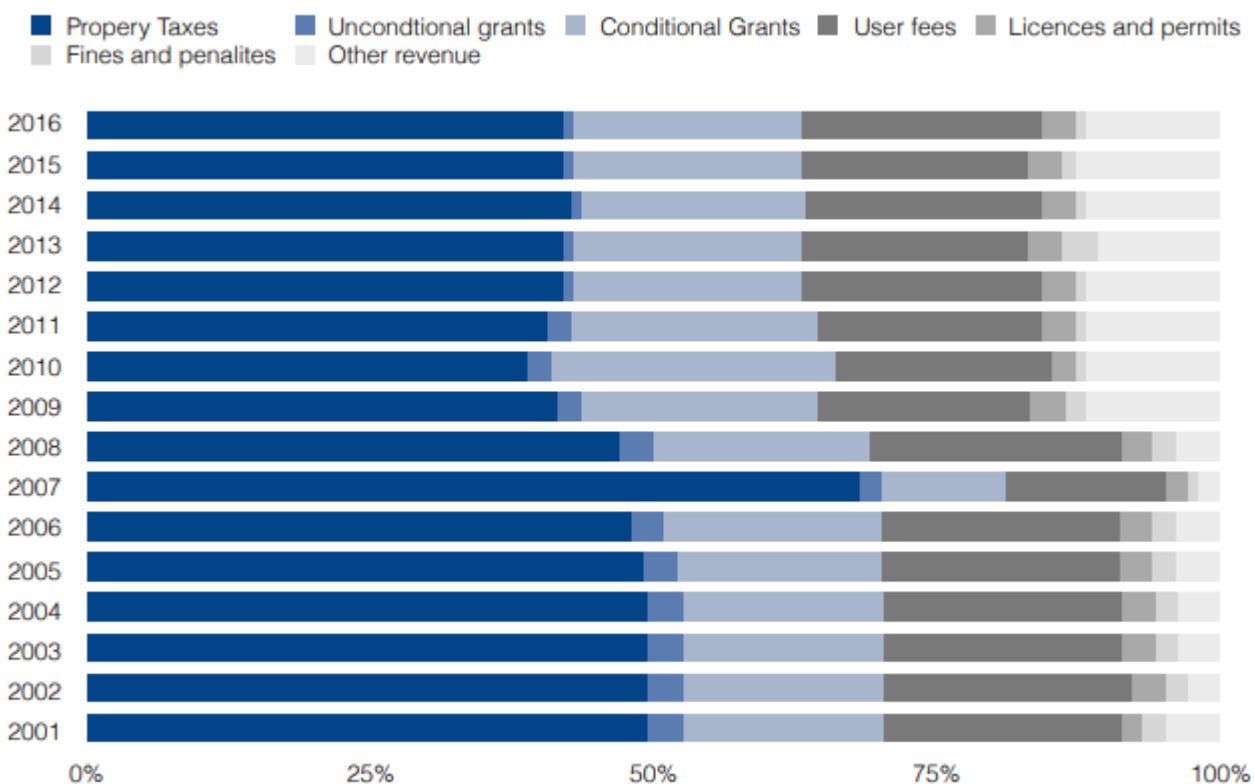
The AMCTO has also conducted a survey, and produced a report on Council Remuneration (<http://www.amcto.com/getattachment/a9e4b504-21c2-4378-bfab-ef4e1eb001c2/.aspx>) with the goal of providing municipalities with a resource that could be utilized when reviewing council remuneration packages – findings from that document are summarized below:

- municipalities face a significant challenge when setting council remuneration, as there is an inherent conflict of interest when councillors vote on their own compensation. The reaction to remuneration reviews amongst the media and citizens living in the municipality is at best mixed. When large increases are recommended the reaction is often hostile and negative (Schobel, 139, 2014).
- limited remuneration and the level of commitment required to serve on council are both barriers to attracting younger and more diverse candidates to run for seats on municipal councils.
- The role of local councillor is undeniably expanding. Councillors now sit on more working groups and task forces than ever before. They are also more accessible and expected to be more responsive than in the past. The growth of technology and expansion of social media allows members of the public to contact their representatives through a variety of channels at whatever time is most convenient to them. For many councillors the job has become 24/7, even if they are only compensated as a part-time employee or volunteer.
- While the primary motivation for most politicians who seek positions on council is to serve the community, it cannot be denied that the ability of a municipality to attract good candidates to serve on council is directly influenced by the fairness of compensation that they offer. The ability for municipalities to do this became

harder in 2017 when the federal government announced its intention to eliminate the one-third tax exemption that municipalities use for council salaries, starting in 2019.

- While smaller municipalities may feel a sharper impact from the end of the one-third tax exemption, local governments of all sizes in Ontario are facing a challenging fiscal situation. Though services are expanding and becoming more complex, the sources of municipal revenue have not changed significantly (see Chart 1). There is a growing consensus that the current fiscal situation for municipalities is unsustainable. According to AMO in order to maintain current service levels municipalities will have to increase property taxes by 4.51% every year for the next ten years just to preserve the status quo (AMO, 2015).

**Chart 1: Sources of Municipal Revenue, 2001 - 2016**



Source: Ministry of Municipal Affairs, Financial Information Returns

- An important element of fostering good government is to ensure that municipalities can attract visionary and competent politicians and public servants to their communities.

## FINANCIAL CONSIDERATIONS



According to the AMCTO survey results, the Council of the Township of Wellington North is currently fairly closely aligned with the average remuneration for municipalities of similar size and geographic location given the status quo (inclusive of the 1/3 tax exemption (as shown below):

<u>Metric</u>	<u>TWN</u>	<u>AMCTO Survey Average</u>	<u>Delta</u>
Average Head of Council Compensation (Population 10-25K)	27,000	29,245	(2,245)
Average Member of Council Compensation (Population 10-25K)	17,000	15,945	1,055

However, given the legislated changes relative to the exemption effective January 1, 2019, it is expected that the average council compensation post January 1, 2019 will inevitably increase – especially when considering the decisions of council for our neighbouring municipalities: Erin, Puslinch, Halton Hills, Guelph Eramosa, and the County of Wellington to increase council remuneration to equal same net pay as that prior to the removal of the exemption.

It should be noted however, that there are also several instances where other neighbouring municipalities, remain in a holding pattern, or have decided to maintain the status quo with council remuneration until more empirical evidence in support of a compensation increase becomes available, or until more information is known regarding what kind of traction FCM as able to gain with having the federal decision for the exemption removal reversed.

**STRATEGIC PLAN**

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

- Yes
- No
- N/A

Which pillars does this report support?

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

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

*Adam McNabb*

*Michael Givens, CFA*

**ADAM MCNABB  
DIRECTOR OF FINANCE & TREASURY**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2018**

**FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY**

**SUBJECT: REPORT TR2018-008 BEING A REPORT ON 2018 OCIF Funding**

**THAT** Report TR2018-008 being a report on 2018 OCIF funding be accepted for information;

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

None

**BACKGROUND**

The Ontario Community Infrastructure Fund (OCIF) provides steady, long-term funding for small, rural and northern communities to develop and renew their infrastructure. The total fund is increasing from \$100 million per year to \$300 million per year by 2018-19.

OCIF Funding is available in two streams:

- 1) Formula Based Component – where select Municipalities:
  - a. receive allocation notices specifying stable, predictable funding for the next 3 years.
  - b. may accumulate annual formula-based grants for up to 5 years to address larger infrastructure projects.
  - c. are guaranteed to receive a minimum of \$50,000 per year.
- 2) Top-up Application funding – which provides funding for intakes of approximately \$100-million per year to help communities with relatively small formula-based grants to top up their funding to address larger critical infrastructure projects.

**FINANCIAL CONSIDERATIONS**

The Township of Wellington North is eligible for the following funding over the next 3 years under the formula based component:

2018 - \$705,210  
 2019 - \$1,050,428  
 2020 - \$1,030,120

The Township has been informed that we were unsuccessful in our application for top-up funding in support of the King St. W./Elgin St. S. reconstruction project.

Additionally, given the quantum of funding for which the Township is eligible for under the fomula based component during the 2019-2020 timeframe (\$2,080,548), the township becomes ineligible to apply for 2018 application based top-up project funding. (Top-up application funding is targeted towards communities receiving less than \$2 million in formula funding over two years).

**STRATEGIC PLAN**

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

- Yes                       No                      X N/A

Which pillars does this report support?

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

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

*Adam McNabb*

*Michael Givens, CAO*

<b>ADAM MCNABB DIRECTOR OF FINANCE &amp; TREASURY</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
---	--



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620

1.866.848.3620 FAX 519.848.3228

117

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
CLOSED MEETING OF MAY 22, 2018**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2018-021 BEING A REPORT ON A JOINT  
COMPLIANCE AUDIT COMMITTEE**

#### **RECOMMENDATION**

**BE IT RESOLVED THAT** the Council of the Township of Wellington North receive for information Report CLK 2018-021 being a report on a Joint Compliance Audit Committee;

**AND FURTHER THAT** Council approves the Terms of Reference for a Joint Compliance Audit Committee with the Wellington County municipalities for the 2018-2022 Term of Council;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign a by-law establishing a Joint Compliance Audit Committee for the 2018-2022 Term of Council.

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

#### **BACKGROUND**

The purpose of this report is to establish a Joint Compliance Audit Committee and set the Terms of Reference (attached as Schedule A in By-law 046-18) for the 2018-2022 Term of Council. Section 88.37 of the Municipal Elections Act (the Act) requires Municipalities to establish a Compliance Audit Committee (the Committee) prior to October 1<sup>st</sup> of an election year. An elector who is entitled to vote in an election and believes on reasonable grounds that a candidate has contravened a provision of the Act relating to election campaign finances may apply for a compliance audit of the candidate's election campaign finances.

For the 2014- 2018 Term of Council, the Township followed a similar process and established a Joint Committee with the Wellington County Municipalities which consisted of three committee members. No applications for a compliance audit were received by the Committee during this term. In accordance with the terms of reference, the term of the Committee is until November 30, 2018. All of the Wellington County Municipalities have agreed to follow a similar approach for the new Term of Council. A Joint Committee offers the greatest potential to reach the broadest spectrum of interested applicants across the County, in a cost efficient manner.

The Act lays out the requirements for the establishment of the Committee, along with the process for conducting a compliance audit. The following is an overview of the application process for an audit:

- An application for an audit must be made to the Clerk of the Municipality within 90 days after the financial filing date (March 29, 2019).
- The Clerk of the Municipality shall forward the application to the Committee within 10 days of receipt.
- Within 30 days after the Committee has received the application, the committee shall consider the application and decide whether there are reasonable grounds to request an audit.
- If the committee decides to grant the application, an auditor shall be appointed to conduct a compliance audit of the candidate's election campaign finances.
- The auditor shall promptly conduct an audit of the candidate's election campaign finances to determine whether he or she has complied with the provisions of the Act relating to election campaign finances and shall prepare a report outlining any apparent contravention by the candidate. That report is submitted to the candidate, Council, and the Clerk of the municipality who has 10 days to forward it to the Committee.
- The committee shall consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention.
- If the report concludes that the candidate did not contravene the MEA, the committee must make a finding as to whether there was reasonable grounds for the request for the audit.
- If the committee determines that there were no reasonable grounds, then the Council is entitled to recover the auditor's costs from the applicant.

Each Municipality is responsible for paying the compensation for the Committee Members, as well as the auditor's cost of performing the audit.

### **New financial reporting requirements for the Clerk**

Legislative changes to the Act since the 2014 municipal election establishes new statutory requirements for the Clerk to report on any contributor to a candidate or registered third party which has exceeded any of the contribution limits set out in the Act. The Clerk shall review all financial statements submitted by candidates and

registered third parties within 30 days of the filing date or supplementary filing date, and prepare a report identifying such contributors who appear to have exceeded any contribution limits under the Act. The Clerk shall prepare a separate report for each contributor whose contributions to a candidate (or candidates), or a registered third party (or registered third parties) appear to have contravened any of the contribution limits. Once completed, any report prepared by the Clerk shall be forwarded to the Committee who upon receiving the report(s), will have 30 days to consider it and decide whether to commence legal proceedings against any contributor for an apparent contravention.

### **Overview of Terms of Reference**

To facilitate the creation of the joint Election Compliance Audit Committee, staff is recommending that Council approves the Terms of Reference attached as Schedule A in By-law No. 046-18 included in this agenda, which was prepared and agreed upon by all the Wellington County Municipal Clerks. The Terms of Reference will be brought to each Municipal Council for approval. Upon approval, recruitment for the Committee will commence.

The Act specifies that the Committee be composed of between three and seven members. Staff is recommending that the Committee be composed of between three and five members. Committee membership will ideally include auditors, accountants, lawyers, academics, and other individuals with knowledge of the Act's campaign financing rules.

The Committee recruitment will be coordinated amongst the Wellington Municipalities. Current Committee Members will be contacted and an ad will be placed in the Wellington Advertiser. Pertinent information and an application form will be made available on the websites of each municipality. Any costs associated with advertising for the Committee will be divided by the participating municipalities.

The selection committee, composed of the Clerks of the designated participating municipalities, will meet to review the applications, and will appoint the Joint Compliance Audit Committee members. The Terms of Reference set out the criteria that will be considered when appointing the Joint Compliance Audit Committee members.

When a participating municipality receives an application for a compliance audit, the Clerk of that municipality will call a meeting of the Committee; will prepare the necessary notices, agendas, minutes, etc. Any costs associated with the holding of meetings, or the decisions of the Committee, will be the responsibility of the municipality requesting the services of the Committee. The Terms of Reference suggest the compensation of \$125 for attendance at each meeting, per Committee Member.

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

The Township portion of advertising costs are estimated at \$300 based on two advertisements placed in the Wellington Advertiser and shared equally amongst the seven lower tier municipalities.

The Committee meeting costs, should a complaint arise are estimated at \$1,250 based on 5 committee members at \$125 per person per meeting. Two meetings have been assumed should a complaint arise.

Council is entitled to recover the auditor’s costs from the applicant if an auditor’s report indicates that there was no apparent contravention of the Act, and the Committee finds that there were no reasonable grounds for the application. Recovery of costs will be considered on a case-by-case basis.

**STRATEGIC PLAN**

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

Yes                       No                       N/A

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

Establishing a Joint Compliance Audit Committee ensures transparency for stakeholders.

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE, CLERK DIRECTOR OF LEGISLATIVE SERVICES</b>	<b>MICHAEL GIVENS, CHIEF ADMINISTRATIVE OFFICER</b>
---	---





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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2018**

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

**SUBJECT: REPORT CLK 2018-022 BEING A REPORT ON TENDER 2018-002  
AWARD (CULP EDEN)**

#### **RECOMMENDATION**

**THAT** Council of the Township of Wellington North receive Report CLK 2018-022 being a report to award Tender 2018-002 Culp Eden;

**AND FURTHER THAT** the Council of the Township of Wellington North award Tender 2018-002 to Marquardt Farm Drainage at a cost of \$41,520.00 including HST.

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

CLK Report 2015-044 being a report regarding a petition for drainage works by owners for new drainage works under the *Drainage Act* on Lot 25, Concession 2, Township of Wellington North

CLK 2017-029 being a report consider the final engineer's report for the proposed drainage works for Eden Culp Drain

#### **BACKGROUND**

On August 21, 2015 a Petition for Drainage Works by Owners under the *Drainage Act* (the Act) was filed with the Clerk of the Township of Wellington North for drainage works to be constructed on Lot 25, Concession 2. The Council of the Township of Wellington North approved the request and appointed K. Smart & Associates Limited as the engineer.

Tenders for construction were issued on April 6, 2018 and closed on May 10, 2018 at 2:00 p.m.

The Township received 1 bid. An award summary is attached as Schedule A for Council's review. Based upon the bid results, K. Smart and Associates Limited is recommending Tender 2018-002 be awarded to Marquardt Farm Drainage Ltd. at a cost of \$ 41,520.00 including HST, letter of recommendation attached as Schedule B. Staff concur.

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

The estimated cost of the township's share of construction is less than \$800.00 and will be included in the 2019 budget.

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

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

Yes

No

N/A

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



SCHEDULE A



**TENDER SUMMARY FORM**

OWNER	Township of Wellington North	CONTRACT #:	
PROJECT DESCRIPTION	Drain - Green Creek	CLOSING DATE & TIME	Mar. 10 '18
NO. ADDENDA		PRE-TENDER PRICE ESTIMATE (EXCL. HST)	

PLAN TAKERS  (As recorded by the Township subsequent to an order for plans and specifications)	# of Addenda Confirmed by Fax (3)	TENDER AMOUNT	Acceptable Bid deposit as specified in the IBs (4)			AGREEMENT TO BOND	SIGNING	NO. OF ADDENDA	TIME OF COMPLETION (1)	BIDDER'S POSITION
			Submitted with Tender	Returned to Contractor (2)	Retained by Owner					
On Track	-	Not Submitted				X				
Macquardt		\$41,500 -	✓				✓	0	1/1	

- (1) Time of Completion, if not specified in the Contract Documentation, in weeks from date of contract award.
- (2) Contractor to initial Tender Summary Form sheet upon return of tender deposit - identification to be confirmed.
- (3) Addenda may be attached to the contract when it is sent out - not required to confirm by fax.
- (4) If the tender deposit submitted was not what was specified, this inconsistency should be brought to the attention of the Owner.
- (5) Copies of low bids to be made upon completion of the tender opening. This is not in reference to anything in particular.

L

**K. SMART ASSOCIATES LIMITED**

CONSULTING ENGINEERS AND PLANNERS

85 McIntyre Drive  
Kitchener ON N2R 1H6Tel: (519) 748-1199  
Fax: (519) 748-6100  
[www.ksmart.ca](http://www.ksmart.ca)

May 10, 2018

File No. 15-283

Mayor and Council  
c/o Karen Wallace, Clerk  
Township of Wellington North  
P O Box 125  
7490 Sideroad 7 West  
Kenilworth ON N0G 2E0**RE: EDEN CULP DRAIN  
TOWNSHIP OF WELLINGTON NORTH**

Dear Mayor and Council:

After reviewing the tender bid from Marquardt Farm Drainage Ltd., it is the Engineer's recommendation the contract for the Eden Culp Drain be awarded to Marquardt Farm Drainage Ltd. The tender bid is in order and there are no calculation errors in the bid.

Further to our recommendations, we remain confident that Marquardt Farm Drainage Ltd. can complete the work and that the contractor can reasonably deal with landowner and Council concerns. *We recommend that the Township award the tender to the lowest bidder at \$41,520, Marquardt Farm Drainage Ltd.* This price is 97.9% of the Engineer's estimate.

If you have any concerns with the contractor, *please contact the undersigned* at 1-800-265-6456 ext. 240, fax 519-748-6100 and email [nmorris@ksmart.ca](mailto:nmorris@ksmart.ca).

Yours truly,

N. W. Morris, P. Eng.

mw

cc: Garth Noecker (Drainage Superintendent, Twp of Wellington North)

Marquardt Drge

**EDEN CULP DRAIN  
PROGRESS PAYMENT CERTIFICATE**

Date: \_\_\_\_\_

WSIB  
HST #  
Start

Marquardt  
Yes  
R125906891  
Sept.1 2018  
Farm Drge

Engineer

Item	Sta.	Item	Unit	Quant.	Unit Price	Cost	Unit Price	Tendered
<b>i) Main Drain</b>								
1	-0+365 to -0+006	Existing ditch to be incorporated. No work required. For future maintenance, ditch to be 1.0m wide bottom and 2:1 side slopes.	--	0	0	0		0.00
2	-0+008 to -0+006	Construct permanent rock sediment trap with 10m <sup>2</sup> of riprap on filter underlay and incorporate existing ditch	L.S.	1	1500	1,500	800.00	800.00
3	-0+006	Place 10m <sup>2</sup> of riprap on filter underlay at new tile overflow swale outlet	m <sup>2</sup>	10	45	500	80.00	800.00
4	-0+006 to 0+465	Fill in existing ditch and grade as an overflow swale (1.0m wide parabolic bottom, 8:1 side slopes)	m	471	15	7,100	15.91	7,494.00
5	-0+006 to 0+465	Seeding along overflow swale (10m width)	m <sup>2</sup>	4,710	0.20	950	0.22	1,036.00
6	-0+006 to 0+006	12m of 750mm dia. HDPE plastic pipe with rodent gate at outlet	m	12	140	1,700	248.17	2,978.00
7	0+006 to 0+030	Install 24m of 750mm dia. concrete sewer pipe seconds and wrap all joints with filter fabric (1m wide minimum Terrafix 420R or approved equivalent). <b>Concrete sewer pipe supplied by landowner (Roll No. 007-005400).</b>	m	24	50	1,200	22.08	530.00
8	0+030 to 0+426	Install 396m of 600mm dia. concrete sewer pipe seconds and wrap all joints with filter fabric (1m wide minimum Terrafix 420R or approved equivalent). <b>Concrete sewer pipe supplied by landowner (Roll No. 007-005400).</b>	m	396	40	16,000	27.41	10,854.00
9	0+255	Remove existing 8m of 900mm CSP laneway culvert, leave for owner's salvage, and including laneway restoration	each	1	400	400	185.00	185.00
10	0+426 to 0+480	Install 54m of 525mm dia. concrete sewer pipe seconds including 15m across laneway including gravel laneway restoration and wrap all joints with filter fabric (1m wide minimum Terrafix 420R or approved equivalent). <b>Concrete sewer pipe supplied by landowner (Roll No. 007-005400).</b>	m	54	50	2,700	63.38	3,423.00
11	0+465 to 0+480	Construct overflow swale with 70m <sup>2</sup> of 300mm dia. riprap on filter underlay (4.5m± wide x 15m long) across the laneway	m <sup>2</sup>	70	45	3,150	80.00	5,600.00
12	0+475 ±	Pre-locate underground hydro and Bell service lines. Raise the hydro line and lower the Bell line.	L.S.	1	800	800	435.00	435.00
13	0+480	Construct 900 x 1200mm concrete catchbasin with birdcage grate and with 5m <sup>2</sup> riprap on filter underlay around it	each	1	2500	2,500	2,176.00	2,176.00
14	0+480 to 1+209	Existing 582.5m of 450mm concrete tile, 146.5m of 250mm plastic tile and offset 450mm dia. concrete DICB with 150mm (6") tubing connection, to be incorporated. No work required.	each	150	0	0		0.00
		<b>Sub-Total</b>				<b>\$38,500</b>		<b>36,311.00</b>
<b>ii) Contingency</b>								
15		Using backhoe Install 50m of tile on clear stone				600	58.18	\$2,909.00
16		10m <sup>2</sup> riprap on filter underlay					80	\$800.00
17		Lump sum contingency allowance				3,300		\$1,500.00
		<b>Sub-Total</b>				<b>\$3,900</b>		<b>\$5,209.00</b>
						<b>\$42,400</b>		<b>\$41,520.00</b>

% Engineering Estimate:

97.9%



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

126

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2018**

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

**SUBJECT: REPORT CLK 2018-023 BEING A REPORT ON CANINE  
LICENSING**

#### **RECOMMENDATION**

**THAT** the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-023 being a report on canine licensing;

**AND FURTHER THAT** Council directs staff to generate a final reminder to all 2017 license holders reminding them of their outstanding payment and the possibility of a fine with a payment due date of June 15, 2018;

**AND FURTHER THAT** if payment is not made on or before June 15, 2018 an enumerator be retained to go door to door to collect on the unpaid licenses;

**AND FURTHER THAT** staff stop accepting payments at the Kenilworth office once the enumerator has commenced their collections.

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

CLK 2017-034 being a report on canine licensing

CLK 2016-082 being a report on provision of enumerator services for licensing canines;

CLK 2016-078 being a report on the canine control by-law

CLK 2016-065 being a report on canine licensing amnesty

#### **BACKGROUND**

In the spring of 2017, enumerators attended almost every residence in the municipality and issued 2,052 licenses for dogs at \$25.00 per tag/license. An additional 223

tags/licenses were issued at the office for a total of 2,275. In comparison, only 593 licenses were issued in 2016.

At the September 25, 2017 meeting Council approved moving to annual licensing of dogs with a renewal licensing fee of \$15.00 for a dog already licensed and tagged. The fee would remain at \$25.00 for licensing new dogs and \$10.00 for the cost of replacing a tag when needed.

In November and December, 2017 staff sent letters personalized letters to licensed dog owners reminding them tag renewals were due on January 15, 2018. A copy of the letter is attached as Schedule A.

Individuals who did not pay as a result of the first letter received a reminder letter on one of the following dates: March 12, 14, 16, April 4, 12, 16 and 18. A copy of the letter is attached as Schedule B. The letter gave a time line, generally of two weeks after receipt of the letter, to pay for their tag or face a fine of \$100.00 pursuant to the canine control by-law. As a result of the first letter, staff were inundated with payments in the first part of January and unfortunately some payments were not recorded properly in the dog repository and some individuals received a second letter requesting payment, even though they had already made it.

The end result, after payments have been made, letters came back as having moved, owners contacting us to say their dog was now deceased, there are approximately 600 dogs that remain unlicensed.

Staff are recommending another mailing to the delinquent account holders, advising them payment is due on June 15, 2018, they may face a fine and the enumerator will be attending at their residence to collect on the outstanding balance and issue their 2018 license.

It is anticipated with a last round of letters, the number of unlicensed dogs should be reduced to 200 to 300.

For the 2019 year staff are considering some changes in the manner of collection. One would be to send the initial letters out immediately after January 1 so the letter doesn't get lost in the Christmas season where people are extremely busy and receive a lot of mail.

Additionally it is hoped that on-line payments will be in place by that time which was an issue that we heard most from people who called, noting it was difficult to drive to Kenilworth and impossible to mail a cheque as many people no longer employ that method of payment.

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

The paid licenses including renewals, replacement tags and new dogs has generated \$25,310.00 in revenues. The expenses related to canine control include the contract with our canine control officer, boarding and shelter fees and licensing expenses for an estimated cost for 2018 of \$27,520.00

Postage in 2017	2,150 letters x .82 cents/per	= \$1,763.00
Postage in 2018	1,201 letters x .84 cents/per	= \$1,008.84

If the 600 outstanding dogs renewals were paid, it would generate another \$9,000.00 in revenues.

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

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

Yes                       No                                       N/A

Community Growth Plan  
 Human Resource Plan  
 Brand and Identity  
 Strategic Partnerships

Community Service Review  
 Corporate Communication Plan  
 Positive Healthy Work Environment

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
--	--





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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

129

Plan to  
Simply Explore.

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

## SCHEDULE A

November 30, 2017

OWNER NAME

RE: Dog Tag #

You are receiving this letter as you purchased dog tag # in 2017.

In 2018 Wellington North is moving to a permanent tag system with an annual licensing fee of \$15.00 per dog. The tag issued in 2017 will be your permanent tag for the dog for which it was issued and should be kept on your dog's collar so we can locate you as owner should your dog go missing.

If you need a replacement tag, the cost is \$10.00. If you get a new dog, the initial fee is \$25.00 with an annual fee of \$15.00 thereafter.

This permanent tag system reduces the need to dispose of and replace tags every year which reduces the cost for everyone. It alleviates the need for you to drive to Kenilworth to pick up your annual tag. Replacement tags are designed of a weight and shape so they can be mailed easily.

Please complete the enclosed licencing form and remit with your licensing fee of \$15.00 on or before January 15, 2018.

Yours truly,

Karren Wallace, Dipl. M.A.  
Director of Legislative Services/Clerk

Encl.



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620

1.866.848.3620 FAX 519.848.3228

130

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

## SCHEDULE B

DATE

NAME

RE: Dog licence # renewal due

In late 2017 you received a reminder that your license renewal for dog tag # was due on January 15, 2018. Our records show the payment is still outstanding.

Pursuant to Section 6.4 of By-law 004-17 the fine for having an unlicensed dog is \$100.00.

If the licensing fee of \$15.00 is received by XXXXX, the \$100.00 fine will be waived. If payment is not received \$115.00 (the total amount of the fine and fee) will be added to your taxes and collected in the same manner.

Please complete the enclosed form and submit with your payment. Unfortunately we do not take on-line payments, but do accept debit, cash or cheque. There is an after hours drop box at the Kenilworth office .

You can access a copy of our canine control by-law at <http://wellington-north.com/government/by-laws>

If you have paid for your tag, please contact this office so we can correct our records.

If you have any questions, please do not hesitate to contact me at 519-848-3620 ex. 27.

Thanks.

Yours truly

*Karren Wallace*

Karren Wallace, Dipl. M.A.  
Director of Legislative Services/Clerk  
Encl.



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

[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620

1.866.848.3620 FAX 519.848.3228

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

### APPLICATION FOR A DOG LICENSE TAG #

OWNER OF DOG			
ADDRESS			
HOME PHONE		WORK PHONE	
CELL PHONE		EMAIL ADDRESS	

- I authorize the Township of Wellington North to release my telephone number to the finder of my dog
- I understand it is my responsibility to notify the municipality of any change in contact information.
- This is an application for a renewal of a license (provide tag number previously issued: \_\_\_\_\_)
- This is an application for a replacement of a tag (provide tag number previously issued: \_\_\_\_\_)
- This an application to license a new dog (please complete the information below)

Dog's Name: _____
Sex: _____ Spayed _____ Neutered _____
Breed: _____
Age: _____ Colour: _____
Temperament: _____

#### **FEES & CHARGES**

Licensing a new dog                    \$25.00  
Renewal of a existing license       \$15.00  
Replacement of lost tag                \$10.00

All new licensing, renewals or replacement tags may be done in person at the municipal office or by mail. Payment in the office can be made by cash, cheque or debit. If you are mailing payment with this form please make the cheque out to **Township of Wellington North**.

*Personal information collected by the Township of Wellington North under the authority of By-law 004-17 and the Municipal Act is for the purpose of registering, licensing and the control of dogs. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 27*



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

132

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

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF MAY 22, 2018**

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

**SUBJECT: REPORT CLK 2018-024 BEING A REPORT LETTER OF  
SUPPORT FOR MOUNT FOREST AND DISTRICT LAWN  
BOWLING CLUB**

#### **RECOMMENDATION**

**THAT** the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-024 being a report on a letter of support for Mount Forest and District Lawn Bowling Club;

**AND FURTHER THAT** Council authorizes the Mayor to sign a letter to support the Lawn Bowling Club's application to the New Horizons for Seniors Community Based Projects for Seniors.

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

N/A

#### **BACKGROUND**

Mount Forest and District Lawn Bowling Club (the Club) is applying to the New Horizons for Seniors Community Based Projects for Seniors for a grant to promote a 6 week free membership. In order to support the initiative they require funds for advertising, run an open house and equipment including bowls, ball lifters, pushers etc, sunshade, groomer and lawn thatcher.

The Club has been in existence since 1902 and provides a place where seniors can explore their volunteerism, provide avenues where seniors can engage in their community by mentoring others and supports the social participation and inclusion of seniors in this activity in a rural Ontario environment. The Seniors project will extend the reach of the club to isolated seniors and seniors with limitations who would otherwise not be able to access the physical and social activities in this community.

#### **FINANCIAL CONSIDERATIONS**

There are no financial implications as the result of receiving this report. The Club is not asking for financial support from the municipality.

**STRATEGIC PLAN**

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

Yes                       No                       N/A

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

By providing the letter of support it enhances our partnership with a long standing volunteer group in the community.

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

*Karren Wallace*

*Michael Givens*

<b>KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
--	--



## Wellington North Power Inc. Quarterly Update

### (Quarter 1: Period ending March 31<sup>st</sup> 2018)

**Objective:** A concise quarterly report for Municipal Councillors of Wellington North Power's initiatives and performance.

#### Table of Contents

1. Introduction .....	1
2. 2018 Priorities .....	2
3. Updates .....	2
4. Scorecard (year-to date ending March 31 <sup>st</sup> 2018) .....	3
5. Major Projects for 2018 .....	4
6. Outlook .....	4

## 1. Introduction

Welcome to Wellington North Power Inc.'s Quarterly Update. As your local electricity distribution company, we take pride in providing safe, reliable electricity distribution to consumers in the urban areas of Arthur, Holstein and Mount Forest.

Our Mission Statement is:

Wellington North Power Inc. (WNP) shall provide its customers with the most cost effective delivery of electricity safely, reliably and efficiently. This will be done while providing superior customer service and promoting customer education and green initiatives within its service area.

Our strategic objectives are to:

- Manage a safe and reliable distribution system in an efficient and cost effective manner
- Provide outstanding customer service
- Continue to increase shareholder value
- Meet all regulatory obligations

## 2. 2018 Priorities

- Maintain day-to-day activities: System reliability, safety and customer service;
- Promote Health & Safety to protect staff and the general public;
- Complete capital projects adhering to safety regulations with no reported injuries;
- Work with and support stakeholders with encouraging economic growth in our communities;
- Control and manage operating and capital budgets;
- Encourage Energy Conservation and continue to deliver energy-savings advice to customers;
- Comply with the Ministry of Energy and the energy regulator rules and codes; and
- Keep abreast of activities and speculation in the energy sector.

## 3. Updates

- In March 2018, the Directors approved WNP's "Dividend Policy" whereby the Directors have the authority to decide if and how much an annual dividend is to be paid to Shareholders. The policy states the dividend payment will be based on a percentage of the previous year's net income as reported by WNP's financial auditor and shall be divided between the Shareholders according to the number of shares held.
- The Directors and Officers of WNP continue to explore:
  - a) Opportunities to generate revenue for the Shareholder;
  - b) Mitigate or minimize future bill increases from electricity rate-payers; and
  - c) Maintain the level of service rate-payers have been used to and expect.
- In December 2017, WNP trialed an automated broadcast telephone message service contacting residential customers who may have overlooked payment of their electricity bill. The trial was a success and WNP has implemented this service for account collection purposes and informing customers of a planned power outage.
- WNP continues to proactively try to make contact with Residential customers who have fallen behind in their electricity payments. In November 2017, the energy regulator, the Ontario Energy Board, issued a Decision and Order to all electricity distributors prohibiting the disconnection of residential customers for non-payment of account effective November 15<sup>th</sup> 2017 until April 30<sup>th</sup> 2018. WNP works with customers to manage their account and options include payment arrangements as well as referrals to support programs and social agencies.
- WNP continues to promote and assist customers in applying for the Ontario Energy Support Program (OESP) initiative. The OESP program provides financial assistance to eligible low-income households and seniors in our community.
- Under the "Ontario Fair Hydro Plan Act", by March 31<sup>st</sup> 2018, all electricity distributors are required to inform consumers how much they have saved on their monthly hydro bill due to the "Fair Hydro Plan". WNP implemented a bill messaging solution for all its customers' bills in February 2018.
- In March 2018, The Ontario Energy Board approved WNP's application for 2018 distribution rates. The application included approval to recover costs for the replacement of WNP's MS3 Substation which was approved by the energy regulator. The change in distribution rates effective May 1, 2018 are:
  - Residential customer: an increase of 1.4% or \$1.66 per month (average usage of 750 kWh/ month).
  - Small business customer: an increase of 1.4% or \$4.10 per month (average of 2,000 kWh/ month).

#### 4. Scorecard (year-to date ending March 31<sup>st</sup> 2018)

Wellington North Power Inc. uses a Scorecard as an indicator to measure and monitor monthly performance in the four core areas of:

- a) Financial control - income, revenue and operating expenses;
- b) Reliability and safety - planned and unplanned power outages and events;
- c) Customer Service - telephone answer rate, scheduling of work; new connection rate;
- d) Conservation - energy savings in our community against a mandated Ministry of Energy set target.

Below is a summary of the key elements of the Scorecard as at (year-to-date):

Indicator	Measure	Variance (YTD/2018 Target)	Notes (Summary of variance: Year-to-Date versus 2018 Plan).
Financial Value	Net Income	+9%	Income for Q1 2018 is 9% above budget (\$14k).
	Revenue	+1%	Revenue for Q1 2018 is 1% above budget (\$17k).
	Expenses	0%	Total operating expenses for Q1 2018 is 0.4% above budget (\$3k).
Reliability	Power Outages due to WNP	-5%	No major outages reported in latest quarter. 5% below WNP's 5-year average as set by the OEB. [Note: this excludes upstream outages – i.e. outages caused by others that can affect WNP's distribution system.]
Service Quality	Customer Services indices <small>(calls answered, appointments scheduled and completed)</small>	+14%	Services indices targets are set by the energy regulator. WNP is performing ahead for each of the measured service indices in 2018.
Energy Conservation  kWh Energy Savings	2015 Energy Savings 2016 Energy Savings 2017 Energy Savings 2018 Energy Savings 2019 Energy Savings 2020 Energy Savings	709,927 kWh 522,470 kWh 703,068 kWh *	WNP's "Conservation First Framework" energy savings target is 5,890,000 kWh for the 6-year period of 2015-2020 as set by the Independent Electricity Systems Operator. <i>(5,890,000 kWh of electricity is the equivalent of powering 654 homes a year.)</i> As at the end of 2017, WNP is 34% towards meeting its target, with savings of approx. 2,021,735 kWh (*2017 data is to be verified.) A contract was signed in January 2016 for GreenSaver to deliver and manage energy conservation for 2016 and onwards on behalf of WNP. Customers have commented on the excellent service offered by GreenSaver.

<b>Legend</b>	Green	On plan / ahead of target
	Amber	Slightly behind plan – to monitor closely
	Red	Behind plan – remedial action required

Note: The "Financial Value" amounts shown are unaudited numbers. Audited 2017 values will be available at in April 2018



## 5. Major Projects for 2018

Project	Scope
MS3 Substation Replacement	We are replacing the MS3 Municipal Substation in Mount Forest (at the old fairground). The current substation is over 40 years old and showing signs of deterioration. The plan is to demolish the old substation and build a new substation with energization in Q4 of 2018. The budget for this capital investment project is \$1,700,000.
System Access Projects	WNP will continue to work on a number of smaller projects that will facilitate the connection of new customers.
Metering (MIST)	WNP is required to complete the regulatory requirement to upgrade GS>50kW customers to MIST (Metering Inside Settlement Timeframe) meters. This involved the replacement of approximately 36 interval type meters that will be monitored over a cellular network. Switching of meters started in October 2017 and was completed in January 2018.
Smart Meters	WNP's Smart meters are reaching their "seal dates" or theoretical end of life. WNP has developed a plan which will involve a combination of recertification and replacement of meters.

## 6. Outlook

- a) WNP continues to actively encourage growth and development in our community. This includes meeting with developers to understand electricity servicing requirements as well as participating on the Community Growth Plan Steering Committee.
- b) WNP is preparing for May 1<sup>st</sup> when the prohibition for disconnecting residential customers ends. WNP will work with customers who have fallen in arrears on their account to identify payment solutions.
- c) The Debt Retirement Charge will be removed from all customers' bills for energy usage from April 1<sup>st</sup> 2018 onwards. (This charge was removed from Residential customers' bills since January 1<sup>st</sup> 2016.) The Debt Retirement Charge is a per kilowatt-hour (kWh) charge payable on all electricity consumed in Ontario, collected by the Ontario Electricity Financial Corporation to retire the stranded debt and other liabilities as a result of the restructuring of the former Ontario Hydro.
- d) In late 2017, the Affordability Fund was launched. This program provides energy efficiency measures to consumers who are not eligible for other low-income energy conservation programs or are unable to make energy efficient improvements without financial assistance. The Affordability Fund is run by the Affordability Fund Trust (AFT) and supported by Funding from the Government of Ontario. WNP is planning to partner with GreenSaver (the company who delivers WNP's energy conservation programs) to implement AFT programs and is waiting for more details from the Trust.
- e) WNP have been approached by a developer wishing to install a solar farm on the boundary of our service territory. WNP will be working with the developer and Hydro One to explore opportunities to connect the solar farm which may provide benefits to several stakeholders.
- f) WNP's annual Shareholder meeting is on May 29<sup>th</sup> at 6pm in the Plume Room in the Mount Forest Sports Complex.

Thank you for taking the time to read the information. Should you have any questions or feedback or require further information, please contact Jim Klujber (COO) [jklujber@wellingtonnorthpower.com](mailto:jklujber@wellingtonnorthpower.com) or Richard Bucknall (CAO) at [rbucknall@wellingtonnorthpower.com](mailto:rbucknall@wellingtonnorthpower.com) or telephone 519-323-1710.

*Wellington North Power Inc.*



400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 Toll free: 866.900.4722 Fax: 519.621.4844 Online: [www.grandriver.ca](http://www.grandriver.ca)

May 1, 2018

Ms. Karren Wallace  
Clerk  
Township of Wellington North  
7490 Side Road 7W, Box 125  
Kenilworth, ON N0G 2E0

Dear Ms. Karren Wallace:

**RE: Progress report on the Grand River Watershed Water Management Plan**

In 2014, many of our watershed municipalities, First Nations and Government partners endorsed the Grand River Watershed Water Management Plan. This Action Plan was the result of a five year collaboration to determine the best-value-solutions to continuously improve water management in the watershed. The Plan is a joint, voluntary Plan based on shared responsibility and cooperation. The goals of the Plan are to:

- Reduce flood damage potential;
- Ensure water supplies for communities, economies and ecosystems;
- Improve water quality and reduce the Grand's impact on Lake Erie; and
- Build resilience to deal with climate change.

Since 2014, the Grand River Conservation Authority (GRCA) has continued to support the collaboration among our partners, including many of the municipalities in the watershed, to report on the progress of implementing the 165 actions in the Plan.

I am pleased to provide to you with a copy of the 2017 Report on Actions, the progress report summarizing the highlights of some of the key actions in the plan. More information can be found on our website <https://www.grandriver.ca/en/our-watershed/Water-management-plan.aspx>

If you require additional information, please don't hesitate to contact Sandra Cooke at [scooke@grandriver.ca](mailto:scooke@grandriver.ca) or 519-621-2761x2224, who coordinates the Water Management Plan implementation

Sincerely,

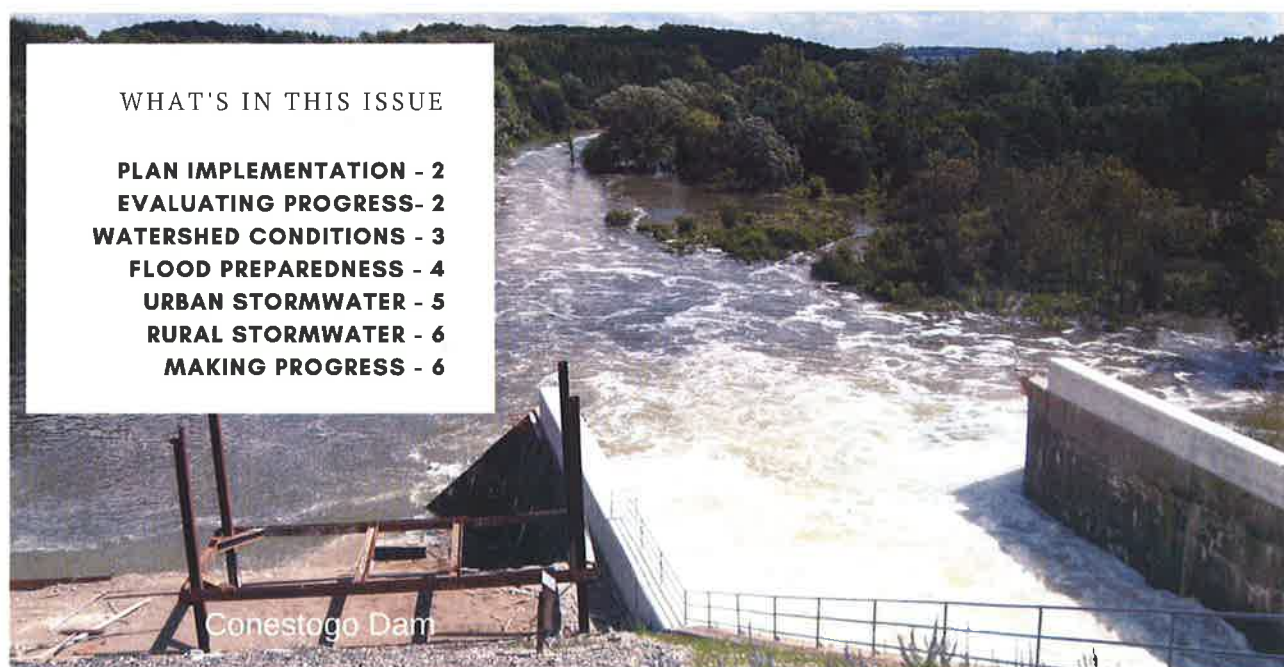
A handwritten signature in black ink that reads "Joe Farwell".

Joe Farwell, CAO

cc Mike Evans

# 2017 REPORT ON ACTIONS

*Reporting on the progress of implementing the actions  
in the Grand River Water Management Plan*



## Highlighting Actions to Reduce Flood Damage Potential

*Grand River Water Managers*

In 2014, 16 partner organizations endorsed the Grand River Water Management Plan. Since that time, annual reports are issued to summarize the overall progress of implementing the Plan.

Each year, different water management challenges emerge for Water Managers and they must adapt and realign priorities. In June, an event north west of Grand Valley dumped over 100 mm in less than 3 hours; in August, a localized event in north-east Brantford saw 35mm fall in 20 minutes putting significant stress on their stormwater system.

Extreme events like these are predicted to become more frequent in the future. Thus, flood preparedness becomes even more important now than ever before.

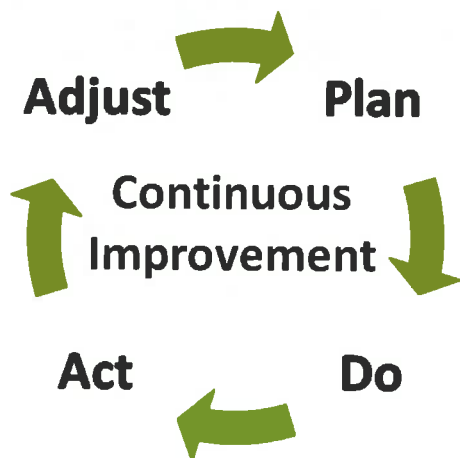


## PLAN IMPLEMENTATION

Many of the Water Management Plan partners continue to meet quarterly. Competing priorities, staff retirements and promotions always challenge our ability to fully participate in activities that may go beyond our borders. Staff from our northern municipalities, including Southgate, Wellington North, Mapleton and the Town of Grand Valley have also joined the watershed conversation and see value in attending the quarterly meetings.



The Grand River Conservation Authority (GRCA) hosted four meetings in 2017 including a joint meeting with watershed policy planners in September. GRCA will continue to provide the opportunity for Water Managers to meet and discuss issues that go beyond municipal boundaries.



## STATS: GRCA PERMITS

GRCA has regulations for protecting land near rivers, streams, ponds, wetlands, steep slopes, floodplains and Lake Erie shoreline to reduce damages from flooding or erosion.

In 2017, GRCA reviewed **443** permits for construction in and around wetlands while they reviewed **256** floodplain permits.

## EVALUATING PROGRESS

All water managers have competing priorities yet over the past four years, partners have implemented actions to work toward the four goals of the Grand River Water Management Plan:

- Reduce flood damage potential
- Ensure water supplies for communities, economies and ecosystems;
- Improve water quality and reduce the Grand's impact on Lake Erie; and
- Build resilience to deal with climate change.

Water managers will continue to meet quarterly in 2018. A review of all of the actions in the Plan will take place in early 2019 concurrently with a review of the state of the water resources in the Grand River watershed.

These reports will inform Water Managers whether its time to review and update the 2014 Plan or adjust actions and continue implementation.



## JUNE 23, 2017

### *An extreme rainfall event*

One-day rainfall total at Luther Dam is the highest daily total rainfall recorded since 1950. Two characteristics made this storm very uncommon:

- (1) **High Intensity Rainfall** - 126 mm of rain fell over a 3-4 hour period - this is a very large volume of rainfall in a short period of time.
- (2) **Large Area** - This storm covered a very large area (approximately one-third of the watershed).

## WATERSHED CONDITIONS

All of GRCA's climate stations recorded above the normal total annual precipitation in 2017. Except Woolwich and Brantford, all climate stations recorded over 1000 mm of precipitation. Normal annual precipitation varies across the watershed from 850 mm in the south to 950 mm in the north.

Average air temperature for the year was above the long term average. The year started out fairly warm with winter and early spring temperatures about 3 degrees above normal. The late spring and summer period were very close to the long term average while the fall was about 3.5 degrees above normal.

## FLOOD MESSAGING IN 2017

- 5 Watershed Conditions Statements
- 6 Flood Watches
- 13 Flood Warnings
- 1 High Lake Erie Warning



# FLOOD PREPAREDNESS

GRCA is improving forecasting and decision support tools and piloting a new flood forecasting approach for West Montrose using improved models to predict river flows five hours in advance. This will provide additional flood warning to residents of the area.

GRCA applied to the *National Damage and Mitigation Program Funding* to acquire bathymetric LiDAR for reaches of the Grand River. This will complement the topographic LiDAR acquired by OMAFRA.

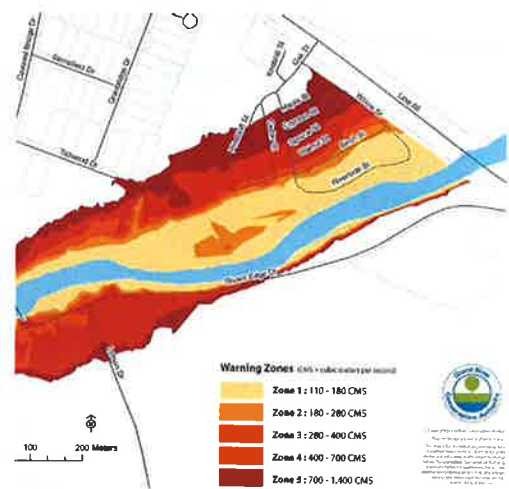
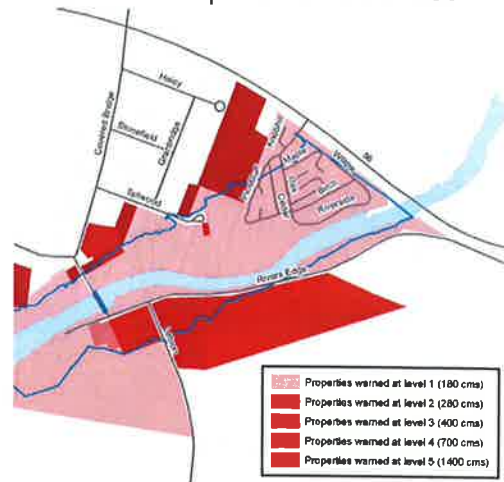
OMAFRA reached out to their clients in 2017 to encourage them to be prepared for extreme events

GRCA is updating hydrologic and hydraulic models to new or updated platforms (e.g. HEC-HMS and HEC-RAS, respectively) for the headwater areas of the watershed upstream of Shand Dam. This work will support updated floodline mapping.

Brantford created a flood prevention grant program for homeowners as a result of a significant rainfall event on August 11, 2017.

GRCA worked on 16 projects related to ensuring the maintenance of GRCA-owned dams

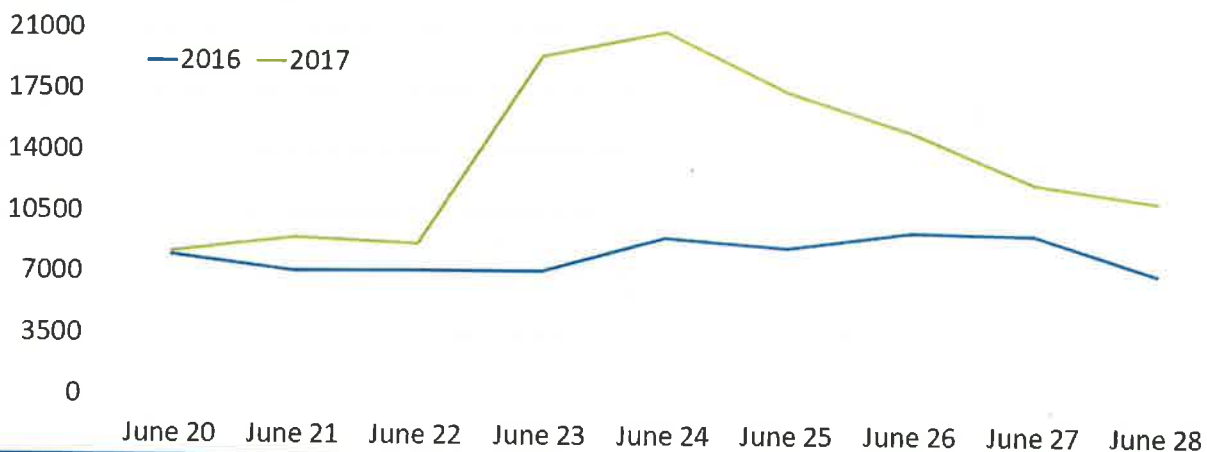
Flood risk map - West Montrose



Flood Inundation Map - West Montrose

## GRCA'S WEB-USER SESSIONS PER DAY TRIPLED DURING EVENT

Communications in a flood event is critical; more people are using GRCA's web-based information. 50% of web traffic is on mobile devices







## URBAN FLOODING

Urban flooding is caused when heavy, intense rain saturates an urban drainage system. The urban storm system becomes overwhelmed and water flows out into streets. This differs from Riverine Flooding where excessive rainfall over an extended period of time causes a river to exceed the capacity of its banks. It can also be caused by heavy snow melt and ice jams.

## STORMWATER MANAGEMENT

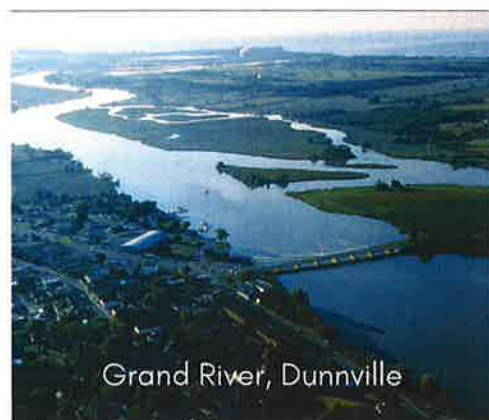
Stormwater system assessments are important for mitigating urban flooding. Many actions by partners are underway or completed- **Cambridge** completed condition assessments of 20 facilities and cleaned out 3. **Kitchener** has implemented a 12.5 mm rainwater volume control target to incorporate low impact development techniques in projects. **Waterloo's** Master Plan is underway.

A case study on urban monitoring was completed in partnership with **MOECC, Kitchener,** and **GRCA**. It highlights several key lessons learned for developing a monitoring network that is able to detect changes.

Inflow and Infiltration (I&I) is a common municipal challenge. **Cambridge** is currently developing an I&I reduction program. Others, **Wellington North,** and **Grand Valley** recently assessed the scope of I&I challenges in their municipality.

Special Policy Areas allow for limited development in the flood fringe. **Waterloo** is currently reviewing their SPA.

**Haldimand** piloted a basement flooding mitigation program and focused on I&I through illegal connections to the sewer system.



## LAKE FLOODING

**GRCA** is working with **Haldimand County** and others on a project to update the Coastal Hazard Mapping along the Lake Erie shoreline in the county.

## RURAL STORMWATER

**OMAFRA** completed the second edition of the Drainage Engineers Design and Construction Guidelines.

The Rural Water Quality Program, sponsored by the **Region of Waterloo, Wellington County, Dufferin, Oxford, Brant, Brantford** and **Haldimand** provided \$1.1M in grant to support the completion of **377 projects** to benefit water quality in 2017. Erosion control, tree planting, wetland and naturalization projects along with practices like establishing winter cover crops all help to manage water on the landscape, improve water quality and flood resilience.

### MAKING PROGRESS ...

**Region of Waterloo** continues on-track with the upgrades at the Kitchener wastewater plant. It will be completed by 2019; the upgrades at the Waterloo wastewater plant will be completed by 2018.

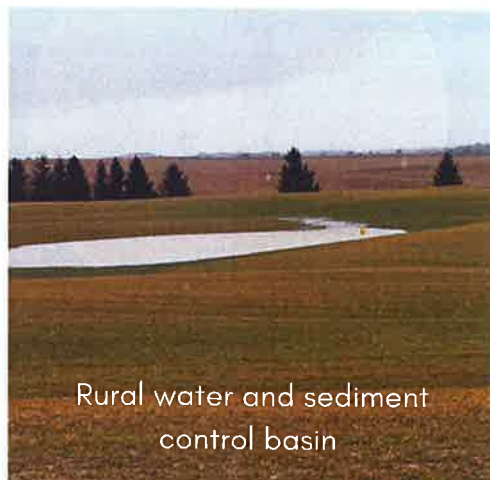
The Wastewater Optimization Program continues - **Guelph, Brantford** and **Region of Waterloo** and **Haldimand County** are pursuing voluntary total phosphorus targets through best practices in process control. Another annual performance report was issued.

**Region of Waterloo** achieved their demand management objective of 165 litres per person per day!

**Centre Wellington** continues with their Tier III water budget study through Source Protection Planning. This study will inform their long-term water supply strategy.

**Environment and Climate Change Canada** continue to support the Implementation of the Water Management Plan through their Grant and Contributions program.

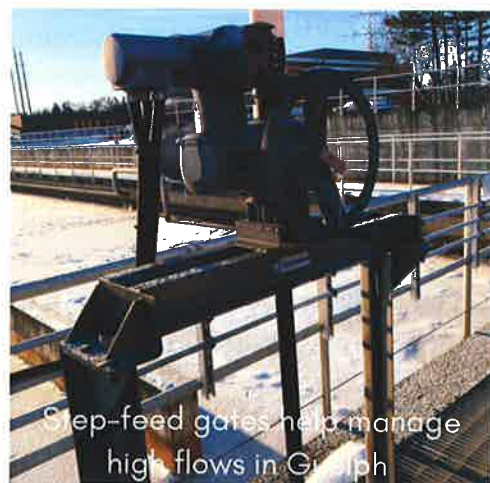
This progress report was prepared by the **Water Managers Working Group** - a committee of senior staff from partner organizations to report on the progress of implementing the actions in the Grand River Water Management Plan.



Rural water and sediment control basin



Best practices in wastewater process control



Step-feed gates help manage high flows in Guelph

For more information contact:  
**Sandra Cooke**, Chair Water Managers,  
Grand River Conservation Authority





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



**Application for Noise Exemption  
To Noise Control By-law 5001-05**

Applicant Name	Last	First
	Young	Marty
Applicant Address	Street	Postal Code
	404 Agenshine	N0G 2L3
Applicant's Phone Number		
600 519 321 9171		
Group or Organization		
Private / Lion's Club		
Event Title		
Backyard Party		
Date of Event		Time of Event
(If event is being held over more than one day, specify times for each day)		
June 30		6 PM - July 1 1 AM
Description of Event – Include the source of sound or vibration in respect of which the exemption is being sought:		
live music concert		
State the particular provision or provisions of the By-law from which the exemption is being sought		
Noise		

Date May 10/18

Signature Marty Young

Submit to:  
Clerk's Office  
Township of Wellington North  
P.O. Box 125 KENILWORTH, ON N0G 1P0  
(519) 848-3620 ext 27

May 2018

APR 14 2018

Attorney General  
McMurtry-Scott Building  
720 Bay Street  
11th Floor  
Toronto ON M7A 2S9  
Tel: 416-326-4000  
Fax: 416-326-4016

Procureur général  
Édifice McMurtry-Scott  
720, rue Bay  
11<sup>e</sup> étage  
Toronto ON M7A 2S9  
Tél.: 416-326-4000  
Télééc.: 416-326-4016



Our Reference #: MC-2017-8362

APR 13 2018

Mr. Randy Pettapiece, MPP  
Perth-Wellington  
55 Lorne Avenue East  
Stratford, ON  
N5A 6S4

Dear Mr. Pettapiece:

Randy

Thank you for your correspondence regarding ongoing concerns about municipalities and service clubs with lottery licensing requirements. As Attorney General, I am pleased to provide a response, and I apologize for the delay in responding.

As you know, the legal framework for charitable lottery licensing in Canada flows from the *Criminal Code*, which is federal legislation. Pursuant to the *Criminal Code*, gambling is illegal in Canada unless it falls under one of the limited exceptions specifically listed, such as charitable gaming. The *Criminal Code* permits only charitable and religious organizations to hold lottery licences and proceeds raised from lottery events must be used solely to support the charitable or religious purposes that are approved on the lottery licence.

The Alcohol and Gaming Commission of Ontario (AGCO) is responsible for regulating legal gaming in the province, including events conducted by charitable licensees. It is important to note that while licenced charitable service organizations may donate lottery proceeds to another organization, the recipient organization must itself be eligible to receive a lottery licence and be approved by the licensing authority. Municipalities are not eligible to be issued a lottery licence, and are therefore not generally eligible to receive donations of lottery proceeds. As entities established primarily for local administration, they do not meet the definition of a charitable organization, and they are not given the power to carry out charitable objectives or conduct lottery schemes.

However, there is recognition that each circumstance is unique and as a result, eligibility will depend on the specific organization and its proposed use of proceeds. Depending on the nature of the donation (for example, if it is a tangible good), there may be options available, which may benefit the municipality.

.../2

-2-

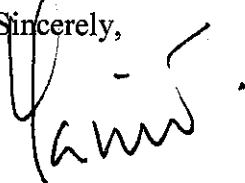
It is worth noting that Ontario's interpretation and approach to charitable lottery licensing in regards to municipal eligibility aligns with several other Canadian jurisdictions in which municipalities are ineligible to be either licensed for, or to receive funds from, a licensed charitable lottery.

For example, a jurisdiction scan of Alberta, British Columbia, Quebec and Saskatchewan revealed that the bodies responsible for regulating gaming in these provinces have policies or legislation requiring funds from charitable gaming activities to be used for charitable purposes as defined by section 207 of the *Criminal Code* or a similar definition found within the document. In Alberta, gaming revenues shall be deposited in to the licensed group's gaming account. Proceeds must be used for charitable or religious purposes. Similarly, in Quebec, funds collected by an organization must be kept by the organization in a separate account for that purpose and must be used for charitable or religious purposes within Quebec. The definition of charitable purpose is similar in scope to that of s. 207(1) of the *Criminal Code*.

Policies stated on the website for the Saskatchewan Liquor and Gaming Authority (SLGA) expressly prohibits donations to organizations that would not be eligible for a license for charity gaming. The Saskatchewan Charitable Gaming Policy and Procedure Manual states that "organizations that act as an extension of any level of government (municipal, provincial or federal) are not eligible for licensing". The manual also states that "SLGA will not approve donations to organizations that would not be eligible for a charitable gaming licence". The manual also expressly prohibits non-government organizations from paying any remaining funds back to a municipality. Unused funds must be used for other charitable purposes.

For more information on eligibility and the donation of lottery proceeds requirements and options, please contact Mr. Frank Cuda, Manager of Eligibility for Gaming, at the AGCO. You can reach him by telephone at 416-326-3137 or by email at [frank.cuda@agco.ca](mailto:frank.cuda@agco.ca).

Sincerely,



Yasir Naqvi  
Attorney General

c: John Nater, MP, Perth Wellington  
Jean Major, CEO, AGCO



**Randy Pettapiece, MPP**  
Perth-Wellington

Queen's Park  
Toronto, Ontario

October 18, 2017

Hon. Yasir Naqvi, MPP  
Attorney General  
11th Floor  
720 Bay Street  
Toronto ON M7A 2S9

***Hand-delivered in the Ontario Legislature***

Dear Minister:

Recently I met with Kriss Snell, CAO, and Danette Beare, Deputy Clerk, of the Municipality of North Perth: 330 Wallace Avenue North, Listowel, Ontario, N4W 1L3.

We discussed the ongoing challenge for municipalities and service clubs to comply with your government's rigid lottery licensing requirements as imposed by the Alcohol and Gaming Commission of Ontario (AGCO). Currently, service groups and other organizations are effectively barred from using proceeds from lottery licenses on property belonging to municipalities.

Municipalities have said this needs to change. I agree. By permitting access to funds raised through service clubs and lottery donations for valued community services—including recreation, early childhood education, and the like—municipalities would, in effect, have a new revenue source. Your government has, in fact, encouraged municipalities to explore new revenue sources to help offset your provincial funding reductions.

On many occasions over the years, I have asked your government to recognize and fix this problem. Many of the municipalities I represent have been outspoken on this matter, and I have written on their behalf as well. In June 2015, I wrote to your predecessor to call attention to a resolution from the Municipality of North Perth. Her July 23, 2015, response dismissed our concerns, essentially stating that the federal Criminal Code prevents any such action on the part of the province. Copies of our letters are enclosed.

John Nater, MP, recently followed up with the Hon. Jody Wilson-Raybould, Attorney General of Canada. Her response is enclosed for your information. She absolutely contradicts your government's claims: *"The Criminal Code itself does not prevent a municipality from receiving proceeds from a charitable lottery scheme..."* She also writes: *"It would be for the licensing province to determine whether the charitable proceeds could be used in the manner you have suggested."*

.../2



Based on the federal government's letter, this matter is plainly the responsibility of the province alone. Will you acknowledge this fact? As Attorney General, you have the power to make the changes requested by municipalities and service clubs across Ontario. Will you do so?

Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Randy Pettapiece, MPP  
Perth-Wellington

Enclosures

c: John Nater, MP  
Jean Major, CEO, AGCO  
Municipalities in Perth-Wellington

*Perth Office*  
 59 Lorne Avenue East, Unit A  
 Stratford, Ontario N5A 6S4  
 Tel: 519-273-1400  
 Fax: 519-273-9045



HOUSE OF COMMONS  
 CHAMBRE DES COMMUNES  
 CANADA

*John Nater*

Member of Parliament  
 Perth—Wellington

*Ottawa Office*  
 House of Commons  
 Ottawa, Ontario K1A 0A6  
 Tel: 613-992-6124  
 Fax: 613-998-7902

*Wellington Office*  
 39 Elora Street South, Unit 1  
 P.O. Box 464  
 Harriston, Ontario N0G 1Z0  
 Tel: 519-338-3589  
 Fax: 519-338-5615

*Online*  
 E-Mail: [John.Nater@parl.gc.ca](mailto:John.Nater@parl.gc.ca)  
 Website: [johnnater.ca](http://johnnater.ca)

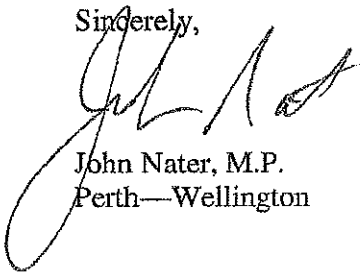
October 12, 2017

Randy Pettapiece, M.P.P.  
 Perth—Wellington  
 55 Lorne Avenue East, Unit 2  
 Stratford, ON N5A 6S4

Dear Mr. Pettapiece,

Please find enclosed a letter from the Honourable Jody Wilson-Raybould, Minister of Justice and Attorney General of Canada dated May 17, 2017 and received by the Chief Administrative Officer of the Municipality of North Perth on May 24, 2017.

Sincerely,

  
 John Nater, M.P.  
 Perth—Wellington

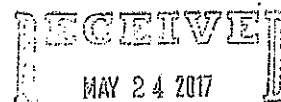
Minister of Justice  
and Attorney General of Canada



Ministre de la Justice  
et procureur général du Canada

The Honourable / L'honorable Jody Wilson-Raybould, P.C., Q.C., M.P. / c.p., c.r., députée  
Ottawa, Canada K1A 0H8

MAY 17 2017  
MAY



EY:.....

Mr. Kriss Snell  
Chief Administrative Officer  
Municipality of North Perth  
330 Wallace Avenue North  
Listowel ON N4W 1L3

Dear Mr. Snell:

Thank you for your correspondence, sent on behalf of the Council of the Municipality of North Perth, concerning the use of proceeds from charitable lottery schemes and the *Criminal Code*. I regret the delay in responding.

As you may know, under the *Criminal Code*, a province may conduct and manage a lottery scheme and use the proceeds from its own lottery schemes as it sees fit, including transferring money to a municipal government that has been established by provincial legislation. The *Criminal Code* also authorizes provincially licensed lottery schemes that are conducted by a charitable or religious organization, as long as the proceeds are used for charitable or religious purposes.

The *Criminal Code* itself does not prevent a municipality from receiving proceeds from a charitable lottery scheme if those proceeds are specified and used for a charitable purpose. However, a province is free to set lottery licensing policies that govern which charitable lottery schemes the province will license, and for which charitable purposes the licensed charitable lottery scheme's proceeds must be used.

At present, there is no plan to introduce an amendment to the relevant *Criminal Code* provision that would authorize a charity to give money to a municipality. It would be for the licensing province to determine whether the charitable proceeds could be used in the manner you have suggested.

Thank you again for writing.

Respectfully,

The Honourable Jody Wilson-Raybould

Canada

AUG 05 2015

Attorney General  
McMurtry-Scott Building  
720 Bay Street  
11th Floor  
Toronto ON M7A 2S9  
Tel: 416-326-4000  
Fax: 416-326-4016

Procureure générale  
Édifice McMurtry-Scott  
720, rue Bay  
11<sup>e</sup> étage  
Toronto ON M7A 2S9  
Téli.: 416-326-4000  
Télééc.: 416-326-4016



---

Our Reference #: MC-2015-3680

July 23, 2015

Randy Pettapiece, MPP  
Perth-Wellington  
55 Lorne Avenue East  
Stratford, Ontario  
N5A 6S4

Dear Mr. Pettapiece: *Randy*

Thank you for forwarding the Resolution from the Council of the Municipality of North Perth regarding their request that the Alcohol and Gaming Commission of Ontario (AGCO) allow eligible organizations to use proceeds from lottery licenses for municipal purposes. As the AGCO reports to the Ministry of the Attorney General, I am pleased to respond.

Under the federal *Criminal Code* all gambling is illegal unless it falls under one of a few exceptions. One exception allows a charitable or religious organization to obtain a license to conduct a lottery and use the proceeds for charitable purposes. Since a municipality is not a charitable organization, unfortunately, it cannot receive proceeds from charitable gaming events.

Staff from the Municipality of North Perth may wish to contact Frank Cuda, Manager of Eligibility-Gaming, at the AGCO. Mr. Cuda can be reached at 416-326-3137 or via e-mail at [frank.cuda@agco.ca](mailto:frank.cuda@agco.ca) to further discuss the municipality's request.

Thank you again for writing.

Sincerely,

*Madeleine*

Madeleine Meilleur  
Attorney General

c: Patricia Berfelz, Clerk, Municipality of North Perth





**Randy Pettapiece, MPP**  
Perth-Wellington

Perth-Wellington Constituency Office  
Stratford, Ontario

June 8, 2015

The Hon. Madeleine Meilleur, MPP  
Attorney General  
11<sup>th</sup> Floor, 720 Bay Street  
Toronto ON M5G 2K1

Dear Minister:

Enclosed you will find a copy of a letter you should have received from the Municipality of North Perth.

The municipality is calling for the Alcohol and Gaming Commission to change the Lottery Licensing Policy to allow eligible organizations to use proceeds from lottery licenses for construction, renovation and improvement of buildings owned by or on land owned by municipalities for the purposes outlined in the resolution.

As Attorney General, you oversee the Commission. Will your government support the municipality's position?

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Randy Pettapiece".

Randy Pettapiece, MPP  
Perth-Wellington

RP:sy

Enclosure

c: Patricia Berfelz, Clerk, Municipality of North Perth



MAY 14 2015



# North Perth

www.northperth.ca

A Community of Character

330 Wallace Ave. N., Listowel, ON N4W 1L3

Phone: 519-291-2950

Toll Free: 888-714-1993

May 11<sup>th</sup>, 2015

Alcohol and Gaming Commission of Ontario  
90 Sheppard Avenue East  
Suite 200-300  
Toronto, Ontario M2N 0A4

Attention: Eleanor Meslin, Chair

Dear Chair Meslin:

Please be advised, the Council of the Municipality of North Perth at their regular meeting on Monday, April 27<sup>th</sup>, 2015 passed the following Resolution:

"THAT:

**WHEREAS:** The Municipality of North Perth provides many "charitable purposes beneficial to the community";

**AND WHEREAS:** Service Clubs have shown an interest to assist the Municipality by raising money through the process of a lottery scheme if permitted in the Lottery Licensing Policy Manual;

**AND WHEREAS:** At this time the Lottery Licensing Policy Manual regulated by Alcohol and Gaming Commission of Ontario does not permit municipalities to be recipients of proceeds raised from lottery schemes;

**NOW THEREFORE BE IT RESOLVED THAT:** The Council of the Municipality of North Perth request that the Alcohol and Gaming Commission of Ontario change the Lottery Licensing Policy to allow eligible organizations to use the proceeds from lottery licenses for construction, renovation and improvement of buildings owned by or on land owned by municipalities used for the relief of poverty; the advancement of education; the advancement of religion; or other charitable purposes beneficial to the community, including the i) promotion of arts and cultural activities; ii) pursuits related to cultural, ethnic, native, historic and heritage; iii) improvement of the quality of health through medical research; treatment programs and preventative programs; and iv) youth sporting activities.

**AND FURTHER THAT:** This resolution be forwarded to the following:

- Randy Pettapiece, MPP Perth Wellington
- The Honourable Madeline Meilleur, Attorney General
- Association of Municipalities of Ontario
- Perth County Municipalities

I urge you to give this resolution your attention.



MUNICIPALITY OF

# North Perth

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

A Community of Character

330 Wallace Ave. N., Listowel, ON N4W 1L3

Phone: 519-291-2950

Toll Free: 888-714-1993

Yours truly,

Patricia Berfelz, CMO  
Clerk,  
Municipality of North Perth

cc. Honourable Kathleen Wynne, Premier of Ontario  
Honourable Madeline Meilleur, Attorney General  
Randy Pettapiece, Perth Wellington MPP  
Association of Municipalities of Ontario

**Ministry of Education**

Minister

Mowat Block  
Queen's Park  
Toronto ON M7A 1L2**Ministère de l'Éducation**

Ministre

Édifice Mowat  
Queen's Park  
Toronto ON M7A 1L2

Ontario

April 27, 2018

Dear colleagues,

We are writing to share an update with you on the ongoing work across government on Ontario's commitment to revise the Pupil Accommodation Review Guideline (PARG) and strengthen integrated capital and community planning. We are also pleased to announce a new engagement focused on the challenges facing education planning in urban areas experiencing rapid population intensification.

***Pupil Accommodation Review Guideline (PARG)***

While strengthening the PARG is a key element of the province's Plan to Strengthen Rural and Northern Education, revisions to the PARG will apply to all school boards. As you know, the draft revised PARG that was shared publicly on February 9, 2018, reflected the feedback received by the ministry in fall 2017, during the first phase of consultations. The ministry's aim in revising the PARG is to create a stronger, more collaborative process that better promotes student achievement and well-being and better recognizes the community impact of school closures. Thank you to everyone who contributed valuable input through the online portal or played a role on either the Minister's Reference Group or the Technical Working Group.

As you know, in response to initial feedback received in fall 2017, the draft revised PARG included:

- Additional public meeting(s), which extends timeframes, for a standard pupil accommodation review
- Limiting use of the shorter, modified pupil accommodation review (PAR)
- New information requirements for the initial staff report
- Promotion of community input in the pupil accommodation review process and inclusion of student voice
- Streamlining the administrative review process by allowing e-signatures
- Development of ministry supports.

-2-

On March 23, the Ministry of Education concluded its second phase of consultations on the draft revised PARG. The key themes emerging from all of the feedback suggested that the ministry focus on: improving the clarity and consistency of information presented by school boards; providing more opportunities for public discussion, where needed; and, providing additional supports to improve information sharing between school boards and community partners.

Based on feedback received, the Ministry of Education has also made the following revisions to the PARG:

- Consideration of elementary student input into the accommodation decision
- Extending the timeframe for the first public meeting from 30 to 40 business days
- Requiring the municipal/community partner meeting to take place prior to the first public meeting.

The [final PARG](#) has now been posted to the ministry's website.

To support school boards in providing clear and consistent information, the Ministry of Education will work with its partners to develop templates and guidelines to assist boards in conducting pupil accommodation reviews, including templates for the initial staff report and the economic impact assessment.

The ministry aims to release these materials before fall 2018 to inform school boards' local consultations with communities and municipal governments on their local pupil accommodation review policies. While these tools are being developed and finalized in collaboration with our partner ministries and education and municipal stakeholders, there will continue to be no new pupil accommodation reviews, unless they are required to support a joint-use school initiative between two coterminous school boards.

### ***Integrated Capital and Community Planning***

Throughout the numerous consultation sessions, the need for improved community and capital planning was highlighted. In response, the Ministry of Education, in collaboration with the Ministries of Infrastructure; Municipal Affairs; Agriculture, Food and Rural Affairs; and Economic Development and Growth, will work together to assess how the province encourages and supports integrated local planning.

Feedback from the Minister's Reference Group was instrumental in pointing out the need for a new type of community planning table that looks beyond organizational mandates and builds on existing relationships. To address this feedback, we are pleased to announce the development of a Voluntary Integrated Planning and Partnerships Initiative (VIPPI) to provide flexible support to local partners that wish to enhance their collective capacity for integrated capital and community planning.

-3-

A call for proposals will be issued this summer seeking approximately three communities, representing a mix of urban, rural, Northern and Francophone communities, to participate in VIPPI. Each community will be required to identify partners to participate in a local integrated planning table that should include, at a minimum, school boards and municipalities and relevant local partners that reflect each area's unique needs. The Ministry of Education will provide a facilitator to lead a series of sessions spanning approximately one year to align with various planning cycles. The goal of this initiative is to generate a collection of best practices for integrated planning by having all participants share and discuss capital and community planning processes and relevant data and to inform future amendments to the CPPG.

### ***New Supports for School Boards' Integrated Planning***

We are pleased to announce that we will be offering additional capital supports to school boards to better support projects that involve community partnerships. As a first step, we will introduce immediate new supports for school boards working with their communities to share and co-build facilities.

The Ministry of Education will provide boards with seed funding of up to \$40,000 to assist with the planning of projects that involve a municipal or community partner. Currently, the ministry offers seed funding to support coterminous school boards that wish to pursue joint-use opportunities. The ministry will also provide funding for a project manager to assist with approved projects as they move forward.

Understanding that we must continue to ensure that school boards and communities have flexible support that can respond to local needs, the Ministry of Education will also look for opportunities to support integrated planning through the capital funding processes, with a focus on better aligning the timing of capital decision-making processes with community needs.

### ***Community Planning and Partnerships Guideline (CPPG)***

The Ministry of Education also remains committed to updating the CPPG within the next year to enhance planning and reporting practices, after we have consulted with our partners through the Minister's Reference Group. Until the new CPPG is in place, school boards should continue to use the existing CPPG and to convene their annual Community Planning and Partnerships meeting(s).

-4-

### ***Strengthening Supports for Urban Education***

During our rural and Northern engagements, we have heard from a number of stakeholders regarding the unique challenges related to growth and intensification that are unique to our province's large urban communities. This includes the challenges faced by school boards and municipalities with planning, partnering and building schools in these changing communities and the financial tools available to support this work. In response, the Ministry of Education is pleased to announce the following:

- **Urban Student Accommodation Engagement:** The government will undertake an engagement this fall focusing on supports for pupil accommodation in urban areas experiencing rapid growth and intensification, which will include Education Development Charges.
- **Land Priorities Enhancement:** The government will increase the amount of funding available through its Land Priorities program from \$60 million to \$100 million this coming year. This will support land acquisition for all boards, including those dealing with rapid enrolment growth in urban, densely populated areas within their boundaries.

We wish to extend a sincere thank you for your valuable contributions in shaping key provincial policies and initiatives over the last year. We are confident that our collaborative efforts, to date and yet to come, will result in better outcomes for our students and local communities.

Sincerely,



Indira Naidoo-Harris  
Minister of Education  
Minister Responsible for Early Years and Child Care



Bob Chiarelli  
Minister of Infrastructure



Bill Mauro  
Minister of Municipal Affairs



**MINISTRY OF EDUCATION**  
**PUPIL ACCOMMODATION REVIEW GUIDELINE**

April 2018



## **TABLE OF CONTENTS**

### **PREAMBLE**

- I. PURPOSE**
- II. INTRODUCTION**
- III. GUIDING PRINCIPLES**
- IV. SCHOOL BOARD ACCOMMODATION REVIEW POLICIES**
- V. SCHOOL BOARD PLANNING PRIOR TO AN  
ACCOMMODATION REVIEW**
- VI. ESTABLISHING AN ACCOMMODATION REVIEW**
- VII. THE ACCOMMODATION REVIEW COMMITTEE**
- VIII. SCHOOL INFORMATION PROFILE**
- IX. CONSULTATION WITH LOCAL MUNICIPAL GOVERNMENTS**
- X. PUBLIC MEETINGS**
- XI. COMPLETING THE ACCOMMODATION REVIEW**
- XII. TRANSITION PLANNING**
- XIII. TIMELINES FOR THE ACCOMMODATION REVIEW PROCESS**
- XIV. MODIFIED ACCOMMODATION REVIEW PROCESS**
- XV. ADMINISTRATIVE REVIEW PROCESS**
- XVI. EXEMPTIONS**
- XVII. DEFINITIONS**

### **APPENDIX A – ADMINISTRATIVE REVIEW PETITION TEMPLATE**

## PREAMBLE

School boards are responsible for managing their school capital assets in an effective manner. They must respond to changing demographics and program needs while being cognizant of the impacts of their decisions on student programming and well-being, school board resources and the local community.

One aspect of a school board's capital and accommodation planning is reviewing schools that have underutilized space. These are schools where the student capacity of the school is greater than the number of students enrolled. When a school board identifies a school that is projected to have long-term excess space, a school board would typically look at a number of options such as:

- moving attendance boundaries and programs to balance enrolment between over and underutilized schools;
- offering to lease underutilized space within a school to a coterminous school board;
- finding community partners who can pay the full cost of operating the underutilized space; and/or
- decommissioning or demolishing a section of the school that is not required for student use to reduce operating costs.

If none of these options are deemed viable by a school board, the board may determine that a pupil accommodation review process take place which could lead to possible school consolidations and closures. These decisions are made within the context of supporting the school board's student achievement and well-being strategy and to make the most effective use of its school buildings and funding.

The Ministry of Education expects school boards to work with their community partners when undertaking capital planning, including when a school board is beginning to develop options to address underutilized space in schools. The Ministry of Education's *Community Planning and Partnerships Guideline* (CPPG) outlines requirements for school boards to reach out to their local municipalities and other community partners to share planning related information and to explore potential partnership opportunities. The *Pupil Accommodation Review Guideline* (the "*Guideline*") builds upon the CPPG by providing requirements for school boards to share information with and seek feedback from their local municipalities and other community partners related to any pupil accommodation reviews a school board initiates.

If a pupil accommodation review results in a school closure decision, a school board will then need to decide whether to declare that school as surplus, potentially leading to the future disposition (that is, sale or lease) of the property. These dispositions are governed by Ontario Regulation 444/98 – Disposition of Surplus Real Property. Alternately, a school board may decide to use a closed school for other school board purposes, or hold the property as a strategic long-

term asset of the school board due to a projected need for the facility in the future. Each school board decides when it is appropriate to review its strategic property holdings to determine if these properties are still required to be held or should be considered surplus to the school board's needs and considered for a future disposition.

This document provides direction to school boards on one component of their capital planning - the pupil accommodation review process. It provides the minimum standards the province requires school boards to follow when undertaking a pupil accommodation review. It is important to note that school boards have flexibility to modify their pupil accommodation review policies to meet their local needs, and can develop policies that exceed the provincial minimum standards outlined in this document.

## **I. PURPOSE**

The purpose of the *Guideline* is to provide a framework of minimum standards for school boards to undertake pupil accommodation reviews to determine the future of a school or group of schools. This *Guideline* ensures that where a decision is taken by a school board regarding the future of a school, that decision is made with the involvement of an informed local community and is based on a broad range of criteria regarding the quality of the learning experience for students.

This *Guideline* is effective upon release and replaces the previous *Guideline* of March 2015.

## **II. INTRODUCTION**

Ontario's school boards are responsible for deciding the most appropriate pupil accommodation arrangements for the delivery of their elementary and secondary programs. These decisions are made by school board trustees in the context of carrying out their primary responsibilities of fostering student achievement and well-being, and ensuring effective stewardship of school board resources. In some cases, to address changing student populations, this requires school boards to consider undertaking pupil accommodation reviews that may lead to school consolidations and closures.

Under paragraph 26, subsection 8 (1) of the *Education Act*, the Minister of Education may issue guidelines with respect to school boards' school closure policies.

## **III. GUIDING PRINCIPLES**

The *Guideline* has been established to align with the Ministry of Education's vision and as such, focuses on achieving excellence, ensuring equity, promoting well-being and enhancing public confidence.

All school board pupil accommodation review policies should be designed to align with these guiding principles.

#### **IV. SCHOOL BOARD ACCOMMODATION REVIEW POLICIES**

School boards are responsible for creating and implementing a policy to address pupil accommodation reviews to serve their local needs. School boards are required to consult with local communities prior to adopting or subsequently amending their pupil accommodation review policies.

All pupil accommodation review policies must be clear in stipulating that the final decision regarding the future of a school or group of schools rests solely with the Board of Trustees. If the Board of Trustees votes to close a school or schools in accordance with their policy, the school board must provide clear timelines regarding the closure(s) and ensure that a transition plan is communicated to all affected school communities within the school board.

It is important to note that this *Guideline* is intended as a **minimum** requirement for school boards in developing their policies. School boards are responsible for establishing and complying with their pupil accommodation review policies to serve their local needs.

A copy of the school board's pupil accommodation review policy and the government's *Pupil Accommodation Review Guideline* are to be made available to the public as determined in the school board's policy, and posted on the school board's website.

The *Guideline* recognizes that pupil accommodation reviews include a school or group of schools to facilitate the development of viable solutions for pupil accommodation that support the guiding principles.

School board pupil accommodation review policies will include statements that encourage the sharing of relevant information as well as providing the opportunity for the public and affected school communities to be heard.

The Ministry of Education recommends that, wherever possible, schools should only be subject to a pupil accommodation review once in a five-year period, unless there are circumstances determined by the school board, such as a significant change in enrolment.

#### **V. SCHOOL BOARD PLANNING PRIOR TO AN ACCOMMODATION REVIEW**

As described in the *Community Planning and Partnerships Guideline*, school boards must undertake long-term capital and accommodation planning, informed by any relevant information obtained from local municipal governments and other

community partners, which takes into consideration long-term enrolment projections and planning opportunities for the effective use of excess space in all area schools.

School boards must document their efforts to obtain information from local municipal governments as well as other community partners that expressed an interest prior to the pupil accommodation review; and provide any relevant information from municipalities and other community partners as part of the initial staff report (see Section VI).

## **VI. ESTABLISHING AN ACCOMMODATION REVIEW**

School boards may proceed to establish a pupil accommodation review only after undertaking the necessary assessment of long-term capital and accommodation planning options for the school(s).

### ***Initial Staff Report***

Prior to establishing a pupil accommodation review, the initial staff report to the Board of Trustees must contain a recommended scenario and at least two alternative scenarios, which could include the status quo, to address the accommodation issue(s). The initial staff report must also include information on actions taken by school board staff prior to establishing a pupil accommodation review process and supporting rationale as to any actions taken or not taken.

Boards must use the ministry-approved template to write their initial staff reports.

The recommended and alternative accommodation scenarios included in the initial staff report must address the following four impacts:

- Impact on student programming;
- Impact on student well-being;
- Impact on school board resources; and
- Impact on the local community.

In addition, if at least one school that is eligible to receive support from the Rural and Northern Education Fund (RNEF) is included in a pupil accommodation review at any time, the initial staff report must address the following impact:

- Impact on the local economy<sup>1</sup>.

---

<sup>1</sup> Boards must use the ministry-approved economic impact assessment template.

Boards should refer to section 5.6 (1) of *Ontario Regulation 193/10 – Restricted Purpose Revenues* (O. Reg. 193/10) for a description of the location of the list of schools eligible for Rural and Northern Education Fund Allocation. The list of RNEF-eligible schools can be found here: <http://edu.gov.on.ca/eng/funding/>

If a school board has included a new school on the list through board motion, then the board should confirm that it has been included in the ministry's list of schools eligible for Rural and Northern Education Fund Allocation (as per O. Reg. 193/10) prior to the initial staff report to the Board of Trustees.

School boards will *have discretion* to undertake economic impact assessments in other communities, if needed, however this will only be *required* if at least one RNEF-eligible school is included in a pupil accommodation review at any time.

To support these impact analyses, the following factors should be included for each accommodation scenario:

- summary of accommodation issue(s) for the school(s) under review;
- where students would be accommodated;
- if proposed changes to existing facility or facilities are required as a result of the pupil accommodation review;
- identify any program changes as a result of the recommended and alternative scenarios;
- how student transportation would be affected if changes take place;
- if new capital investment is required as a result of the pupil accommodation review, how the school board intends to fund this, as well as a proposal on how students would be accommodated if funding does not become available; and
- any relevant information obtained from municipalities and other community partners prior to the commencement of the pupil accommodation review, including any confirmed interest in using the underutilized space.

Each recommended and alternative accommodation scenario must also include a timeline for implementation.

The initial staff report and School Information Profiles (SIPs) (see Section VIII) will be made available to the public, as determined in the school board's policy, and posted on the school board's website following the decision to proceed with a pupil accommodation review by the Board of Trustees.

School boards must ensure that individuals from the school(s) under review and the broader community are invited to participate in the pupil accommodation review consultation. At a minimum, the pupil accommodation review process must consist of the following methods of consultation:

- Accommodation Review Committee (ARC) (see Section VII);

- consultation with municipal governments local to the affected school(s) (see Section IX);
- public meetings (see Section X); and
- public delegations (see Section XI).

## **VII. THE ACCOMMODATION REVIEW COMMITTEE**

### **Role**

School boards must establish an ARC that represents the school(s) under review and acts as the official conduit for information shared between the school board and the school communities. The ARC may comment on the initial staff report and may, throughout the pupil accommodation review process, seek clarification of the initial staff report. The ARC may provide other accommodation scenarios than those in the initial staff report; however, it must include supporting rationale for any such scenario.

The ARC members do not need to achieve consensus regarding the information provided to the Board of Trustees.

The school board's staff resources assigned to the ARC are required to compile feedback from the ARC as well as the broader community in the Community Consultation section of the final staff report (see Section XI) to be presented to the Board of Trustees.

### **Membership**

The membership of the ARC should include, at a minimum, parent/guardian representatives from each of the schools under review, chosen by their respective school communities.

Where established by a school board's pupil accommodation review policy, there may also be the option to include students and representation from the broader community. For example, a school board's policy may include a requirement for specific representation from the First Nations, Metis, and Inuit communities. In addition, school board trustees may be ad hoc ARC members to monitor the ARC progress.

### **Formation**

The ARC should be formed following the Board of Trustees' consideration of the initial staff report but prior to the first public meeting. The school board will invite ARC members from the school(s) under review to an orientation session that will describe the mandate, roles and responsibilities, and procedures of the ARC.

### Terms of Reference

School boards will provide the ARC with Terms of Reference that describe the ARC's mandate. The mandate will refer to the school board's education and accommodation objectives in undertaking the pupil accommodation review and reflect the school board's strategy for supporting student achievement and well-being.

The Terms of Reference will also clearly outline the school board's expectations of the roles and responsibilities of the ARC; and describe the procedures of the ARC. At a minimum, the ARC will provide feedback on the initial staff report recommended and alternative scenarios.

The Terms of Reference will outline the minimum number of working meetings of the ARC.

### Meetings of the Accommodation Review Committee

The ARC will meet to review materials presented by school board staff. It is recommended that the ARC hold as many working meetings as is deemed necessary within the timelines established in their school board's pupil accommodation review policy.

## **VIII. SCHOOL INFORMATION PROFILE**

School board staff are required to develop School Information Profiles (SIPs) as orientation documents to help the ARC and the community understand the context surrounding the decision to include the specific school(s) in a pupil accommodation review. The SIP provides an understanding of and familiarity with the facilities under review.

The SIP is expected to include data for each of the following four considerations about the school(s) under review:

- Impact on student programming;
- Impact on student well-being;
- Impact on school board resources; and
- Impact on the local community.

A SIP will be completed by school board staff for each of the schools under review. The following are the minimum data requirements and factors that are to be included in the SIP:

- Facility Profile:
  - School name and address.



- Site plan and floor plan(s) (or space template) of the school with the date of school construction and any subsequent additions.
  - School attendance area (boundary) map.
  - Context map (or air photo) of the school indicating the existing land uses surrounding the school.
  - Planning map of the school with zoning, Official Plan or secondary plan land use designations.
  - Size of the school site (acres or hectares).
  - Building area (square feet or square metres).
  - Number of portable classrooms.
  - Number and type of instructional rooms as well as specialized classroom teaching spaces (e.g., science lab, tech shop, gymnasium, etc.).
  - Area of hard surfaced outdoor play area and/or green space, the number of play fields, and the presence of outdoor facilities (e.g., tracks, courts for basketball, tennis, etc.).
  - Ten-year history of major facility improvements (item and cost).
  - Projected five-year facility renewal needs of school (item and cost).
  - Current Facility Condition Index (FCI) with a definition of what the index represents.
  - A measure of proximity of the students to their existing school, and the average distance to the school for students.
  - Percentage of students that are and are not eligible for transportation under the school board policy, and the length of bus ride to the school (longest, shortest, and average length of bus ride times).
  - School utility costs (totals, per square foot, and per student).
  - Number of parking spaces on site at the school, an assessment of the adequacy of parking, and bus/car access and egress.
  - Measures that the school board has identified and/or addressed for accessibility of the school for students, staff, and the public with disabilities (i.e., barrier-free).
  - On-the-ground (OTG) capacity, and surplus/shortage of pupil places.
- Instructional Profile:
    - Describe the number and type of teaching staff, non-teaching staff, support staff, itinerant staff, and administrative staff at the school.
    - Describe the course and program offerings at the school.
    - Describe the specialized service offerings at the school (e.g., cooperative placements, guidance counseling, etc.).
    - Current grade configuration of the school (e.g., junior kindergarten to Grade 6, junior kindergarten to Grade 12, etc.).
    - Current grade organization of the school (e.g., number of combined grades, etc.).
    - Number of out of area students.
    - Utilization factor/classroom usage.
    - Summary of five previous years' enrolment and 10-year enrolment projection by grade and program.

- Current extracurricular activities.
- Other School Use Profile:
  - Current non-school programs or services resident at or co-located with the school as well as any revenue from these non-school programs or services and whether or not it is at full cost recovery.
  - Current facility partnerships as well as any revenue from the facility partnerships and whether or not it is at full cost recovery.
  - Community use of the school as well as any revenue from the community use of the school and whether or not it is at full cost recovery.
  - Availability of before and after school programs or services (e.g., child care) as well as any revenue from the before and after school programs and whether or not it is at full cost recovery.
  - Lease terms at the school as well as any revenue from the lease and whether or not it is at full cost recovery.
  - Description of the school's suitability for facility partnerships.

School boards may introduce additional items that could be used to reflect local circumstances and priorities which may help to further understand the school(s) under review.

Each school under review will have a SIP completed at the same point-in-time for comparison purposes. The Ministry of Education expects school boards to prepare SIPs that are complete and accurate, to the best of the school board's ability, prior to the commencement of a pupil accommodation review.

While the ARC may request clarification about information provided in the SIP, it is not the role of the ARC to approve the SIP.

## **IX. CONSULTATION WITH LOCAL MUNICIPAL GOVERNMENTS**

Following the Board of Trustees' approval to undertake a pupil accommodation review, school boards must invite affected single, lower and upper-tier municipalities as well as other community partners that expressed an interest prior to the pupil accommodation review to discuss and comment on the recommended and alternative scenarios in the school board's initial staff report.

Invitations for this meeting will be sent to the elected Mayor, Chair, Warden, Reeve or equivalent, and to the Chief Administrative Officer, City Manager or equivalent for the affected single, lower and upper-tier municipalities.

If the affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the pupil accommodation review, provide their response on the recommended and alternative accommodation scenarios in the school board's initial staff report before the final public meeting school boards must include this response in the final staff report. School boards will not be required to include responses received after the final

public meeting. School boards must provide them with advance notice of when the final public meeting is scheduled to take place.

School boards must document their efforts to meet with the affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the pupil accommodation review; and provide any relevant information from this meeting as part of the final staff report to the Board of Trustees (see Section XI).

## **X. PUBLIC MEETINGS**

Once a school board has received an initial staff report and has approved the initiation of a pupil accommodation review, the school board must arrange to hold a minimum of three public meetings for broader community consultation on the initial staff report. School boards are expected to provide facilitated public meetings to solicit broader community feedback on the recommended and alternative scenarios contained in the initial staff report. In addition to the required public meetings, school boards may use other methods to solicit community feedback.

The public meetings are to be announced and advertised publicly by the school board through an appropriate range of media as determined by the school board.

At a minimum, the first public meeting must include the following:

- an overview of the ARC orientation session;
- the initial staff report with recommended and alternative accommodation scenarios; and
- a presentation of the SIPs.

## **XI. COMPLETING THE ACCOMMODATION REVIEW**

### **Final Staff Report**

At the conclusion of the pupil accommodation review process, school board staff will submit a final staff report to the Board of Trustees which must be available to the public as determined in the school board's policy, and posted on the school board's website.

The final staff report must include:

- A Community Consultation section that contains feedback from the ARC and all public consultations as well as any relevant information obtained

- from municipalities and other community partners prior to and during the pupil accommodation review.<sup>1</sup>
- A section that summarizes secondary school student feedback for pupil accommodation reviews involving one or more secondary schools. School boards will determine how best to involve secondary school students in the pupil accommodation review process, to promote their voice and ensure their well-being. Potential options could include a dedicated meeting for students or an online tool for students to submit anonymous feedback. School boards could also determine whether to include feedback from elementary students in this section.

School board staff may choose to amend their recommended and alternative accommodation scenarios included in the initial staff report. However, if a new school closure<sup>2</sup> is introduced as part of any recommended or alternative scenario in the final staff report, then an additional public meeting must be held no fewer than 20 business days from the posting of the final staff report.

School board staff will compile feedback from this additional public meeting, which will be presented to the Board of Trustees as part of the final staff report.

The recommended and alternative scenarios must also include a proposed accommodation plan, prepared for the decision of the Board of Trustees, which contains a timeline for implementation.

---

<sup>1</sup> Community partners may use the ministry-approved template to engage boards with proposed alternatives to closures and proposals for community use of schools.

<sup>2</sup> Refer to Section XVI. EXEMPTIONS.

### Delegations to the Board of Trustees Meeting

Once school board staff submits the final staff report to the Board of Trustees, the school board must allow an opportunity for members of the public to provide feedback on the final staff report through public delegations to the Board of Trustees. Notice of the public delegation opportunities will be provided based on school board policy.

After the public delegations, school board staff will compile feedback from the public delegations which will be presented to the Board of Trustees with the final staff report.

### Decision of the Board of Trustees

The Board of Trustees will be provided with the final staff report, including the compiled feedback from the public delegations, when making its final decision regarding the pupil accommodation review.

The Board of Trustees has the discretion to approve the recommendation(s) of the final staff report as presented, modify the recommendation(s) of the final staff report, or to approve a different outcome.

The Ministry encourages school boards not to make final pupil accommodation review decisions during the summer holiday period (typically from July 1 to the day after Labour Day).

## **XII. TRANSITION PLANNING**

The transition of students should be carried out in consultation with parents/guardians and staff. Following the decision to consolidate and/or close a school, the school board is expected to establish a separate committee to address the transition for students and staff.

## **XIII. TIMELINES FOR THE ACCOMMODATION REVIEW PROCESS**

The pupil accommodation review process must comply with the following minimum timelines:

- Following the date of the Board of Trustees' approval to conduct a pupil accommodation review, the school board will provide written notice of the Board of Trustees' decision within 5 business days to each of the elected Mayors, Chairs, Wardens, Reeves or equivalent and to the Chief Administrative Officers, City Managers, or equivalent of the affected single, lower and upper-tier municipalities, other community partners that expressed an interest prior to the pupil accommodation review; and

include an invitation for a meeting to discuss and comment on the recommended and alternative accommodation scenarios in the school board's initial staff report. School boards must also notify the Director(s) of Education of their coterminous school boards and the Ministry of Education through the office of the Assistant Deputy Minister of the Capital and Business Support Division.

- The meeting between the school board, affected single, lower and upper-tier municipalities and other community partners that expressed an interest prior to the pupil accommodation review must be scheduled to take place before the first public meeting.
- The affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the pupil accommodation review, should provide their response on the recommended and alternative accommodation scenarios in the school board's initial staff report before the final public meeting, otherwise school boards will not be required to include this response in the final staff report.
- The Accommodation Review Committee (ARC) should be formed following the Board of Trustees' consideration of the initial staff report but prior to the first public meeting. An overview of the ARC orientation session must be included at the first public meeting.
- Beginning with the date of the Board of Trustees' approval to conduct a pupil accommodation review, there must be no fewer than 40 business days before the first public meeting is held.
- There must be a minimum period of 60 business days between the first and final public meetings.
- The final staff report must be publicly posted no fewer than 10 business days after the final public meeting.
- From the posting of the final staff report, there must be no fewer than 10 business days before the public delegations.
- If a new school closure<sup>1</sup> is introduced as part of any recommended or alternative accommodation scenario in the final staff report, then an additional public meeting must be held no fewer than 20 business days from the posting of the final staff report.
- If there is an additional public meeting, there must be no fewer than 10 business days before the public delegations.
- There must be no fewer than 10 business days between public delegations and the final decision of the Board of Trustees.

---

<sup>1</sup> Refer to Section XVI. EXEMPTIONS.

#### **XIV. MODIFIED ACCOMMODATION REVIEW PROCESS**

In certain circumstances, where the potential pupil accommodation options available are deemed by the school board to be less complex and do not include one or more schools eligible to receive support from the ministry's Rural and Northern Education Fund (RNEF), school boards may find it appropriate to undertake a modified pupil accommodation review process. The *Guideline* permits a school board to include an optional modified pupil accommodation review process in its pupil accommodation review policy.

A school board's pupil accommodation review policy must clearly outline the conditions where a modified pupil accommodation review process could be initiated by explicitly defining the factors that would allow the school board the option to conduct a modified pupil accommodation review process. The conditions for conducting a modified pupil accommodation review process are satisfying condition one and two or more of conditions two to five:

1. exclusion of any RNEF-eligible school in the pupil accommodation review; and, either
2. distance to the nearest available accommodation; or
3. utilization rate of the facility; or
4. number of students enrolled at the school; or
5. when a school board is planning the relocation (in any school year or over a number of school years) of a program, in which the enrolment constitutes more than or equal to 50% of the school's enrolment (this calculation is based on the enrolment at the time of the relocation, or the first phase of a relocation carried over a number of school years).

School boards may consider additional factors that are defined in their pupil accommodation review policy to qualify for the modified pupil accommodation review process. Multiple factors may be developed by the school board to appropriately reflect varying conditions across the board (e.g., urban, rural, elementary panel, secondary panel, etc.). The Board of Trustees must approve these explicitly defined factors, after community consultation, in order to adopt a modified pupil accommodation review process as part of their school board's pupil accommodation review policy.

The guiding principles of this *Guideline* apply to the modified pupil accommodation review process.

Even when the criteria for a modified pupil accommodation review are met, a school board may choose to use the standard pupil accommodation review process.

### Implementing the Modified Accommodation Review Process

The initial staff report will explain the rationale for exempting the school(s) from the standard pupil accommodation review process, in accordance with the school board's pupil accommodation review policy.

The initial staff report and SIPs must be made available to the public, as determined in the school board's policy, and posted on the school board's website.

A public meeting will be announced and advertised through an appropriate range of media as determined by the school board.

Following the public meeting, school board staff will submit a final staff report to the Board of Trustees which must be available to the public as determined in the school board's policy, and posted on the school board's website. However, if a new school closure<sup>1</sup> is introduced as part of any recommended or alternative accommodation scenario in the final staff report, then an additional public meeting must be held no fewer than 20 business days from the posting of the final staff report.

The final staff report must include:

- A Community Consultation section that contains feedback from all public consultations as well as any relevant information obtained from municipalities and other community partners prior to and during the modified pupil accommodation review.
- A section that summarizes secondary school student feedback for pupil accommodation reviews involving one or more secondary schools. School boards will determine how best to involve secondary school students in the pupil accommodation review process, to promote their voice and ensure their well-being. Options could include a dedicated meeting for students or an online tool for students to submit anonymous feedback. School boards could also determine whether to include feedback from elementary students in this section.

Once school board staff submit the final staff report to the Board of Trustees, the school board must allow an opportunity for members of the public to provide feedback through public delegations to the Board of Trustees. Notice of the public delegation opportunities will be provided based on school board policy.

---

<sup>1</sup> Refer to Section XVI. EXEMPTIONS.



After the public delegations, school board staff will compile feedback from the public delegations which will be presented to the Board of Trustees with the final staff report.

The Board of Trustees has the discretion to approve the recommendation(s) of the final staff report as presented, modify the recommendation(s) of the final staff report, or to approve a different outcome.

The Ministry encourages school boards not to make final pupil accommodation review decisions during the summer holiday period (typically from July 1 to the day after Labour Day).

A transition plan will be put in place following the decision to consolidate and/or close a school.

### *Timelines for the Modified Accommodation Review Process*

The modified pupil accommodation review process must comply with the following minimum timelines:

- Following the date of the Board of Trustees' approval to conduct a modified pupil accommodation review, the school board will provide written notice of the Board of Trustees' decision within 5 business days to each of the elected Mayors, Chairs, Wardens, Reeves or equivalent and to the Chief Administrative Officers, City Managers, or equivalent of the affected single, lower and upper-tier municipalities, other community partners that expressed an interest prior to the modified pupil accommodation review; and include an invitation for a meeting to discuss and comment on the recommended and alternative scenarios in the school board's initial staff report. School boards must also notify the Director(s) of Education of their coterminous school boards and the Ministry of Education through the office of the Assistant Deputy Minister of the Capital and Business Support Division.
- The meeting between the school board, affected single, lower and upper-tier municipalities and other community partners that expressed an interest prior to the pupil accommodation review must be scheduled to take place before the first public meeting.
- The affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the modified pupil accommodation review, should provide their response on the recommended and alternative scenarios in the school board's initial staff report before the final public meeting, otherwise school boards will not be required to include this response in the final staff report.
- The school board must hold at least one public meeting. Beginning with the date of the Board of Trustees' approval to conduct a modified pupil

- accommodation review, there must be no fewer than 40 business days before this public meeting is held.
- The final staff report must be publicly posted no fewer than 10 business days after the final public meeting.
  - From the posting of the final staff report, there must be no fewer than 10 business days before the public delegations.
  - If a new school closure<sup>1</sup> is introduced as part of any recommended or alternative scenario in the final staff report, then an additional public meeting must be held no fewer than 20 business days from the posting of the final staff report.
  - If there is an additional public meeting, there must be no fewer than 10 business days before the public delegations.
  - There must be no fewer than 10 business days between public delegations and the final decision of the Board of Trustees.

## **XV. ADMINISTRATIVE REVIEW PROCESS**

### *What is an Administrative Review?*

The Ministry of Education encourages students, parents and community members to get involved in the accommodation review process.

If during the course of the pupil accommodation review process, an individual or individuals become concerned that the board is not following its pupil accommodation review policy, they may want to consult the board's policy and advise the Accommodation Review Committee (ARC) of their concerns.

A copy of the board's policy can be found on its website, or can be requested from the board.

If at the end of the process, an individual or individuals believe that the board did not follow its pupil accommodation review policy, then they can request an Administrative Review from the ministry.

### *Steps to Request an Administrative Review*

Once the trustees have made their final decision, there are 30 calendar days to submit a petition to the ministry. The ministry will notify the contact person when

---

<sup>1</sup> Refer to Section XVI. EXEMPTIONS.

the petition has been received. Within 60 calendar days, the ministry will decide whether to appoint a facilitator to undertake an Administrative Review.

A review of a school board's accommodation review process may be sought if the following conditions are met.

An individual or individuals must:

### **Step 1**

- Review the board's policy governing pupil accommodation reviews and identify areas where they believe the board did not follow its policy. A copy of the board's pupil accommodation review policy must be submitted, highlighting how the pupil accommodation review process was not compliant with the school board's pupil accommodation review policy. Some examples could include:
  - The board policy may require that public meetings be held over a 90 day period, but the meetings were held over a 70 day period.
  - The board policy may require board staff to analyze a certain number of accommodation scenarios, and the board staff may not have done so.

### **Step 2**

- Collect signatures of people who also believe the board did not follow its policy and who support a request for an Administrative Review. Demonstrate the support of a portion of the school community through the completion of a petition signed by a number of supporters equal to at least 30% of the affected school's student headcount (e.g., if the headcount is 150, then 45 signatures would be required). An affected school is one that trustees agreed to close as part of their final decision on the pupil accommodation review. Parents/guardians of students attending the affected school and/or other individuals that formally participated in the accommodation review process are eligible to sign the petition.
- Eligible signatures are from:
  - parents or guardians of students who attend the affected school
  - other individuals who formally participated in the accommodation review process by attending a meeting, presenting a submission in person or in writing (including by email), or as ARC members.

- The petition<sup>1</sup> should clearly provide a space for individuals to print and sign their name or provide an e-signature<sup>2</sup>; address (street name and postal code); and to indicate whether they are a parent/guardian of a student attending the school subject to the accommodation review, or an individual who has formally participated in the review process.

### Step 3

- Write a letter or email to the Minister of Education to accompany the petition. Petitioners may want to follow the format provided in Appendix A. The letter or email must explain in detail how petitioners think the board did not follow its accommodation review policy.
- Submit the petition, letter, and justification to the school board and the Minister of Education within thirty (30) calendar days of the board's closure resolution. The letter or email must identify one person as the contact person. One copy of your letter or email is to be sent to the Ministry and another copy is to be sent to the board.

The school board is then required to:

- Confirm to the Minister of Education that the names on the petition are parents/guardians of students enrolled at the affected school and/or individuals who formally participated in the review process.
- Prepare a response to the individual's or individuals' submission regarding the process and forward the board's response to the Minister of Education and the petitioner within thirty (30) calendar days of receiving the petition.

If the conditions set out above have been met, the Ministry is then required to:

- Undertake a review to determine whether the school board accommodation review process was undertaken in a manner consistent with the board's accommodation review policy within thirty (30) calendar days of receiving the school board's response and, if warranted, appoint a facilitator to undertake an Administrative Review.

---

<sup>1</sup> Information contained in the petition is subject to the *Freedom of Information and Protection of Privacy Act, 1990*.

<sup>2</sup> Petitioners must follow ministry-approved guidelines regarding the use of e-signatures.

- If the ministry decides not to appoint a facilitator, the ministry will notify the petitioner and the school board to explain why a facilitator was not appointed. The school board may post this response on its website.
- If the ministry decides to appoint a facilitator the ministry will notify the petitioner and the school board. The school board may post this response on its website. The facilitator will consult with the community and the school board to gather information to write the report to the Minister. The facilitator will determine the timing and manner in which the consultations will be conducted. The facilitator will use the information collected to write a report that responds to the question of whether the school board followed its pupil accommodation review policy, and submit the report to the Minister. The Minister will post the report on the ministry's website.

## **XVI. EXEMPTIONS**

This *Guideline* applies to schools offering elementary or secondary programs. However, there are specific circumstances where school boards are not obligated to undertake a pupil accommodation review. These include:

- where a replacement school is to be built by the school board on the existing site, or built or acquired within the existing school attendance boundary, as identified through the school board's policy;
- where a replacement school is to be built by the school board on the existing site, or built or acquired within the existing school attendance boundary and the school community must be temporarily relocated to ensure the safety of students and staff during the reconstruction, as identified through the school board's policy;
- when a lease for the school is terminated;
- when a school board is planning the relocation (in any school year or over a number of school years) of grades or programs, in which the enrolment constitutes less than 50% of the school's enrolment (this calculation is based on the enrolment at the time of the relocation, or the first phase of a relocation carried over a number of school years);
- when a school board is repairing or renovating a school, and the school community must be temporarily relocated to ensure the safety of students during the renovations;
- where a facility has been serving as a holding school for a school community whose permanent school is over-capacity and/or is under construction or repair; or

- where there are no students enrolled at the school at any time throughout the school year.

In the above circumstances, a school board is expected to inform school communities about proposed accommodation plans for students before a decision is made by the Board of Trustees. The school board will also provide written notice to each of the affected single, lower and upper-tier municipalities through the Clerks Department (or equivalent), as well as other community partners that expressed an interest prior to the exemption, and their coterminous school boards in the areas of the affected school(s) through the Director of Education, and to the Ministry of Education through the Assistant Deputy Minister of the Capital and Business Support Division no fewer than 5 business days after the decision to proceed with an exemption.

A transition plan will be put in place following the Board of Trustees' decision to consolidate, close or move a school or students in accordance with this section.

## **XVII. DEFINITIONS**

**Accommodation review:** A process, as defined in a school board pupil accommodation review policy, undertaken by a school board to determine the future of a school or group of schools.

**Accommodation Review Committee (ARC):** A committee, established by a school board that represents the affected school(s) of a pupil accommodation review, which acts as the official conduit for information shared between the school board and the affected school communities.

**ARC working meeting:** A meeting of ARC members to discuss a pupil accommodation review, and includes a meeting held by the ARC to solicit feedback from the affected school communities of a pupil accommodation review.

**Business day:** A calendar day that is not a weekend or statutory holiday. It also does not include calendar days that fall within school boards' Christmas, spring, and summer break. For schools with a year-round calendar, any break that is five calendar days or longer is not a business day.

**Consultation:** The sharing of relevant information as well as providing the opportunity for municipalities and other community partners, the public and affected school communities to be heard.

**Facility Condition Index (FCI):** A building condition as determined by the Ministry of Education by calculating the ratio between the five-year renewal needs and the replacement value for each facility.

**On-the-ground (OTG) capacity:** The capacity of the school as determined by the Ministry of Education by loading all instructional spaces within the facility to current Ministry standards for class size requirements and room areas.

**Public delegation:** A regular meeting of the Board of Trustees where presentations by groups or individuals can have their concerns heard directly by the school board trustees.

**Public meeting:** An open meeting held by the school board to solicit broader community feedback on a pupil accommodation review.

**School Information Profile (SIP):** An orientation document with point-in-time data for each of the schools under a pupil accommodation review to help the ARC and the community understand the context surrounding the decision to include the specific school(s) in a pupil accommodation review.

**Space template:** A Ministry of Education template used by a school board to determine the number and type of instructional areas to be included within a new school, and the size of the required operational and circulation areas within that school.

## APPENDIX A – ADMINISTRATIVE REVIEW PETITION TEMPLATE

Dear Minister,

I am writing to request an Administrative Review of the accommodation review process undertaken by the  [name of the school board]  for the following school(s):  [school name] ,  [school name] ,  [school name] .

On  [date] , the Board of Trustees voted to  [describe board resolution to close school/s, move students, keep school/s open and/or build new school/s] .

Attached please find our petition. The petitioners believe that the board did not follow its accommodation review policy in the following ways:

1) The board's policy states:  [describe relevant section of the board's policy]

Instead, the board  [describe how actual events differed]

2) The board's policy states:  [describe relevant section of the board's policy]

Instead, the board  [describe how actual events differed]

3) The board's policy states:  [describe relevant section of the board's policy]



Instead, the board           [describe how actual events differed]          

[other examples as appropriate]

We believe the board did not follow its accommodation review policy, we hope that you will appoint an independent facilitator to review the board's accommodation review process.

Sincerely,

[Contact person for the petitioners]

Contact information

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

**BY-LAW NUMBER 046-18**

**BEING A BY-LAW TO ESTABLISH A JOINT COMPLIANCE AUDIT  
COMMITTEE AND TO APPROVE THE TERMS OF REFERENCE.**

**WHEREAS** subsection 88.37 of the Municipal Elections Act, 1996, as amended requires Council to establish a Compliance Audit Committee;

**AND WHEREAS** the County of Wellington member Municipalities deem it expedient to establish a Joint Compliance Audit Committee for all municipalities in the County of Wellington;

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

1. **THAT** the Township of Wellington North establishes a Joint Compliance Audit Committee with the County of Wellington member Municipalities in accordance with the terms of reference, attached as Schedule "A".
2. **AND THAT** the By-Law shall be effective December 1, 2018.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF MAY, 2018.**

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

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

## SCHEDULE A

### Joint Compliance Audit Committee Terms of Reference

The Participating Municipalities will select Committee members jointly. In the event a Participating Municipality receives an application for a compliance audit, that municipality will be solely responsible for meeting administration and covering all costs associated with the Committee, including audits, if required.

#### 1. Definitions

"Act" means the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, as amended from time to time.

"Applicant" means the individual who submitted the application requesting a Compliance Audit.

"Auditor" means a person appointed by the Committee, licensed under the *Public Accounting Act, 2004*, to conduct a Compliance Audit of a Candidate's election campaign finances pursuant to Section 88.33(10) of the Act.

"Auditor's Report" means a report prepared by an auditor for the Committee pursuant to Section 88.33(12) of the Act.

"Candidate" means the candidate whose election campaign finances are the subject of an application for a Compliance Audit.

"Clerk" means, as the context provides, the Clerk of any of the Participating Municipalities, or his or her designate.

"Committee" means the Joint Compliance Audit Committee established pursuant to Section 88.37(1) of the Act.

"Compliance Audit" means an audit of a Candidate's election campaign finances conducted by an Auditor appointed by the Committee.

"Council" means, as the context provides, the Council of any of the Participating Municipalities.

“Family Member” means a parent, spouse, or child of a Committee member, as defined in the Municipal Conflict of Interest Act, and shall also include a grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece, whether related by blood, marriage or adoption.

“Meeting” means a meeting of the Committee.

“Municipal Conflict of Interest Act” means the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time.

“Participating Municipalities” means all or some of the following municipalities participating in the joint compliance audit committee process: The County of Wellington, The Town of Minto, The Township of Mapleton, The Township of Wellington-North, The Township of Guelph-Eramosa, The Town of Erin and the Township of Puslinch.

“Pecuniary Interest” means a direct or indirect interest within the meaning of the Municipal Conflict of Interest Act.

“Selection Committee” means the committee, composed of the Clerks of the Participating Municipalities that will choose the members of the Committee.

“Registered Third Party” means an individual resident in Ontario, a corporation carrying on business in Ontario or trade union who has filed with the Clerk of the municipality responsible for conducting an election a notice of registration to be a registered third party for the election pursuant to Section 88.6 of the Act.

“Trade Union” means a trade union as defined in the *Labour Relations Act, 1995* or the *Canada Labour Code* (Canada) and includes a central, regional or district labour council in Ontario.

## **2. Enabling Legislation**

Section 88.37(1) of the Act requires that before October 1st in an election year, Council establish a compliance audit committee for the purposes of Section 88.33 of the Act relative to a possible contravention of the Act’s election campaign finance provisions.

## **3. Mandate**

The mandate of the Committee is to carry out the functions of a Compliance Audit Committee as set out in the Act.

#### 4. Roles and Responsibilities

The Committee shall:

	<b>Timeline/Section of the Act</b>
Consider Compliance Audit applications for Candidates and/or Registered Third Parties and decide whether they should be granted or rejected.	Within 30 days after receipt of the application - s. 88.33(7)
Provide written reasons for the decision to grant or reject the applications.	s. 88.33(8)
If an application is granted, appoint an Auditor to conduct a Compliance Audit of the Candidate's election campaign finances.	s. 88.33(10) and (11)
Receive the Auditor's Report.	s. 88.33(14)
Once the Auditor's Report is received, consider the Auditor's Report if it contains a conclusion of apparent contravention of the Act, and decide whether to commence a legal proceeding against the candidate for the apparent contravention	Within 30 days of receipt of the Auditor's Report - s. 88.33(17)
Receive a Clerk's Report identifying any contributor to a Candidate or Registered Third Party who appears to have contravened established contribution limits.	s. 88.34(4) s. 88.36(4)
Once the Clerk's Report is received, consider the Clerk's Report and decide whether to commence a legal proceeding against the Contributor for the apparent contravention.	Within 30 days of receipt of the Clerk's Report - s. 88.34(8), s. 88.36(5)
In addition, the Committee shall:	
<ul style="list-style-type: none"> <li>- Participate through the Chair in the selection of an Auditor in response to the request for proposal prepared by staff from the Participating Municipalities;</li> <li>- Provide instructions to the selected Auditor about the scope of each Compliance Audit, as needed;</li> <li>- Determine a timeline for the Auditor to complete each Compliance Audit.</li> </ul>	

## **5. Term**

The term of the appointment is concurrent with the term of Council that takes office following the next regular election. Upon the term's expiry, Committee members may reapply to the Selection Committee to serve additional terms.

## **6. Composition**

The Committee shall be composed of not fewer than three (3) and not more than five (5) members and shall not include:

- (a) employees or officers of the Participating Municipalities;
- (b) members of Council of the Participating Municipalities;
- (c) any persons who are Candidates in the election for which the Committee is established, or Family Members of same, or any person connected to a candidate through an employment, contractual, business or partnership relationship;
- (d) any persons who have participated as a Candidate for an office or Registered Third Party in the Participating Municipalities in the past two regular elections, or who have conducted audits or provided financial or legal advice in respect of such campaigns;
- (e) any persons who do or intend to assist any Candidate or Registered Third Party, as a volunteer or for compensation, in the election for which the Committee is established.

## **7. Selection of Members**

Information pertaining to the Committee, including the terms of reference and an application for appointment to the Committee will be posted on the websites of the Participating Municipalities.

Committee membership will be drawn from the following groups:

- accounting and audit – accountants or auditors, preferably with experience in preparing or auditing the financial statements of municipal candidates;
- academic – college or university professors with expertise in political science or local government administration;
- legal; and
- other individuals with knowledge of the campaign financing provisions of the Act.

The following criteria may be considered in the selection of members:

- demonstrated knowledge and understanding of the Act's municipal election campaign financing provisions;
- experience in administrative law;
- proven analytical and decision-making skills;
- experience working on a committee, task force or in a similar setting;
- availability and willingness to attend meetings;
- demonstrated oral and written communication skills; and
- any other criteria as may be prescribed under the Act.

A Participating Municipality Clerk will be responsible for the recruitment of applicants. All applicants will be required to submit an application form outlining their qualifications and experience to the designated Participating Municipality Clerk by a specified deadline. After the deadline has passed, the Selection Committee will meet to review the applications, and appoint Committee members.

To avoid possible conflicts of interest, any auditor or accountant appointed to the Committee must agree in writing that they have not undertaken and shall not undertake the audits or preparation of financial statements of any Candidates seeking election to Councils or Registered Third Parties in the Participating Municipalities during the term of the Committee. In addition, any lawyer or other legal professional appointed to the Committee must agree in writing that they have not provided and will not provide legal advice to any Candidates seeking election to Councils or to any Registered Third Parties or Contributors to Candidates and Registered Third Parties in the election in the Participating Municipalities during the term of the Committee.

## **8. Notice**

Posting of the Committee meeting agenda on the website of the Participating Municipality requiring the services of the Committee shall constitute notice of a Committee meeting.

The Clerk shall give notice of a Committee meeting to the Committee by email, telephone or by regular mail.

Where an application will be considered at the meeting, the Clerk shall give reasonable notice by email, telephone or by regular mail to the Applicant and Candidate or Registered Third Party, as applicable, of the time, place and purpose of the Committee meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.

Where a Clerk's Report regarding contribution limit exceedances will be considered at the meeting, the Clerk shall give reasonable notice by email, telephone or by regular mail to the Contributor and Candidate or Registered Third Party as applicable, of the time, place and purpose of the Committee meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.

## **9. Meetings**

The Clerk shall call a meeting of the Committee when he or she receives an application for a Compliance Audit and where he or she prepared a report under Section 88.34. The Applicant and the Candidate or their representative will be provided with an opportunity to address the Committee and provide written submissions.

Meeting dates, start times and locations shall be set by the Clerk.

Committee meetings will be open to the public but the Committee may deliberate in private, as noted in Section 88.33(5.1). No votes may be taken in private session.

## **10. Quorum**

A quorum shall be a majority of Committee members.

If a quorum is not present within fifteen (15) minutes of the time fixed for the commencement of the meeting, the Committee meeting will be rescheduled to a future date.

## **11. Selection of the Chair**

The Chair shall be selected from among the Committee members at the first meeting of the Committee. If there is no consensus on a Chair, selection will be carried out by way of nomination and vote of the Committee members present.

## **12. Duties of the Chair**

The Chair shall:

- (i) call Committee meetings to order when there is a Quorum, preside over Committee discussions, facilitate Committee business, follow meeting procedures, identify the order of proceedings and speakers and rule on points of order.
- (i) participate as an active member.
- (ii) encourage participation by all members.

If the Chair is not present within the first ten minutes of a Committee meeting or is absent through illness or otherwise, the Committee shall select another member as Acting Chair. While presiding, the Acting Chair shall have all the powers of the Chair.

## **13. Duties of Committee Members**

The duties of Committee members are as follows:



- (i) carry out all statutory obligations of the Committee in accordance with the Act.
- (ii) attend all Committee meetings, sending regrets otherwise.
- (iii) understand their role, the Committee's mandate and meeting procedures.
- (iv) declare any pecuniary interest in any matter prior to consideration by the Committee and refrain from discussion and voting on the matter. If the declaration relates to a matter being discussed during a closed portion of the meeting, the member must leave the meeting during all discussion on the matter.
- (v) where the pecuniary interest of a member has not been disclosed by reason of the member's absence from the meeting, the member shall disclose the pecuniary interest and otherwise comply with subsection (iv) at the first meeting of the Committee attended by the member after the meeting referred to in subsection (iv).
- (vi) participate as an active and voting member, asking questions, and seeking clarification through the Chair.
- (vii) assist in drafting the reasons for a decision, as applicable.
- (viii) develop and maintain a climate of mutual support, trust, courtesy and respect.
- (ix) work together to utilize the knowledge, expertise and talents of all members.
- (x) respect the decisions of the Committee and that such decisions reflect the majority view.

**14. Selection of an Auditor**

Committee members will participate in the selection of an Auditor in response to a request for proposal prepared by staff. The Auditor as required by the legislation will be appointed by the Committee. The engagement letter will indicate that the Auditor has been engaged by the Committee and will be prepared and executed by the Clerk of each Participating Municipality, or other officer of each of the Participating Municipality as may be designated, on behalf of the Participating Municipality.

**15. Resources**

The Clerk will provide administrative support to the Committee, including the taking of minutes, the distribution of minutes and agendas, and the coordination of meetings.

**16. Committee Records**

The Clerk will co-ordinate and retain Committee records including agendas and minutes.

**17. Declaration of Interest**

Legislated requirements as set out in the *Municipal Conflict of Interest Act* shall apply to all Committee members. It is the responsibility of each member to disclose any pecuniary interest prior to discussion of a particular matter. Members are encouraged to seek independent legal advice if they are unsure of whether or not they have a pecuniary interest in a matter. Staff from the Participating Municipalities will not provide advice or interpretation related to declarations.

**18. Compensation**

\$125 per meeting

**19. Practices and Procedures**

The Clerks of the Participating Municipalities shall establish any additional administrative practices and procedures for the Committee in accordance with Section 88.37(6) of the Act and shall carry out any other duties required under the Act to implement the Committee's decisions.

The Clerks of the Participating Municipalities are delegated the authority to make administrative changes to these Terms of Reference that may be required from time to time due to legislative changes, or if, in the opinion of the Clerks, the amendments do not change the intent of the Terms of Reference.

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

**BY-LAW NUMBER 046-18**

**BEING A BY-LAW TO ESTABLISH A JOINT COMPLIANCE AUDIT  
COMMITTEE AND TO APPROVE THE TERMS OF REFERENCE.**

**WHEREAS** subsection 88.37 of the Municipal Elections Act, 1996, as amended requires Council to establish a Compliance Audit Committee;

**AND WHEREAS** the County of Wellington member Municipalities deem it expedient to establish a Joint Compliance Audit Committee for all municipalities in the County of Wellington;

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

1. **THAT** the Township of Wellington North establishes a Joint Compliance Audit Committee with the County of Wellington member Municipalities in accordance with the terms of reference, attached as Schedule "A".
2. **AND THAT** the By-Law shall be effective December 1, 2018.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF MAY, 2018.**

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

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

## SCHEDULE A

### Joint Compliance Audit Committee Terms of Reference

The Participating Municipalities will select Committee members jointly. In the event a Participating Municipality receives an application for a compliance audit, that municipality will be solely responsible for meeting administration and covering all costs associated with the Committee, including audits, if required.

#### 1. Definitions

"Act" means the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, as amended from time to time.

"Applicant" means the individual who submitted the application requesting a Compliance Audit.

"Auditor" means a person appointed by the Committee, licensed under the *Public Accounting Act, 2004*, to conduct a Compliance Audit of a Candidate's election campaign finances pursuant to Section 88.33(10) of the Act.

"Auditor's Report" means a report prepared by an auditor for the Committee pursuant to Section 88.33(12) of the Act.

"Candidate" means the candidate whose election campaign finances are the subject of an application for a Compliance Audit.

"Clerk" means, as the context provides, the Clerk of any of the Participating Municipalities, or his or her designate.

"Committee" means the Joint Compliance Audit Committee established pursuant to Section 88.37(1) of the Act.

"Compliance Audit" means an audit of a Candidate's election campaign finances conducted by an Auditor appointed by the Committee.

"Council" means, as the context provides, the Council of any of the Participating Municipalities.

“Family Member” means a parent, spouse, or child of a Committee member, as defined in the Municipal Conflict of Interest Act, and shall also include a grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece, whether related by blood, marriage or adoption.

“Meeting” means a meeting of the Committee.

“Municipal Conflict of Interest Act” means the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time.

“Participating Municipalities” means all or some of the following municipalities participating in the joint compliance audit committee process: The County of Wellington, The Town of Minto, The Township of Mapleton, The Township of Wellington-North, The Township of Guelph-Eramosa, The Town of Erin and the Township of Puslinch.

“Pecuniary Interest” means a direct or indirect interest within the meaning of the Municipal Conflict of Interest Act.

“Selection Committee” means the committee, composed of the Clerks of the Participating Municipalities that will choose the members of the Committee.

“Registered Third Party” means an individual resident in Ontario, a corporation carrying on business in Ontario or trade union who has filed with the Clerk of the municipality responsible for conducting an election a notice of registration to be a registered third party for the election pursuant to Section 88.6 of the Act.

“Trade Union” means a trade union as defined in the *Labour Relations Act, 1995* or the *Canada Labour Code* (Canada) and includes a central, regional or district labour council in Ontario.

## **2. Enabling Legislation**

Section 88.37(1) of the Act requires that before October 1st in an election year, Council establish a compliance audit committee for the purposes of Section 88.33 of the Act relative to a possible contravention of the Act’s election campaign finance provisions.

## **3. Mandate**

The mandate of the Committee is to carry out the functions of a Compliance Audit Committee as set out in the Act.

#### 4. Roles and Responsibilities

The Committee shall:

	<b>Timeline/Section of the Act</b>
Consider Compliance Audit applications for Candidates and/or Registered Third Parties and decide whether they should be granted or rejected.	Within 30 days after receipt of the application - s. 88.33(7)
Provide written reasons for the decision to grant or reject the applications.	s. 88.33(8)
If an application is granted, appoint an Auditor to conduct a Compliance Audit of the Candidate's election campaign finances.	s. 88.33(10) and (11)
Receive the Auditor's Report.	s. 88.33(14)
Once the Auditor's Report is received, consider the Auditor's Report if it contains a conclusion of apparent contravention of the Act, and decide whether to commence a legal proceeding against the candidate for the apparent contravention	Within 30 days of receipt of the Auditor's Report - s. 88.33(17)
Receive a Clerk's Report identifying any contributor to a Candidate or Registered Third Party who appears to have contravened established contribution limits.	s. 88.34(4) s. 88.36(4)
Once the Clerk's Report is received, consider the Clerk's Report and decide whether to commence a legal proceeding against the Contributor for the apparent contravention.	Within 30 days of receipt of the Clerk's Report - s. 88.34(8), s. 88.36(5)
In addition, the Committee shall:	
<ul style="list-style-type: none"> <li>- Participate through the Chair in the selection of an Auditor in response to the request for proposal prepared by staff from the Participating Municipalities;</li> <li>- Provide instructions to the selected Auditor about the scope of each Compliance Audit, as needed;</li> <li>- Determine a timeline for the Auditor to complete each Compliance Audit.</li> </ul>	

## **5. Term**

The term of the appointment is concurrent with the term of Council that takes office following the next regular election. Upon the term's expiry, Committee members may reapply to the Selection Committee to serve additional terms.

## **6. Composition**

The Committee shall be composed of not fewer than three (3) and not more than five (5) members and shall not include:

- (a) employees or officers of the Participating Municipalities;
- (b) members of Council of the Participating Municipalities;
- (c) any persons who are Candidates in the election for which the Committee is established, or Family Members of same, or any person connected to a candidate through an employment, contractual, business or partnership relationship;
- (d) any persons who have participated as a Candidate for an office or Registered Third Party in the Participating Municipalities in the past two regular elections, or who have conducted audits or provided financial or legal advice in respect of such campaigns;
- (e) any persons who do or intend to assist any Candidate or Registered Third Party, as a volunteer or for compensation, in the election for which the Committee is established.

## **7. Selection of Members**

Information pertaining to the Committee, including the terms of reference and an application for appointment to the Committee will be posted on the websites of the Participating Municipalities.

Committee membership will be drawn from the following groups:

- accounting and audit – accountants or auditors, preferably with experience in preparing or auditing the financial statements of municipal candidates;
- academic – college or university professors with expertise in political science or local government administration;
- legal; and
- other individuals with knowledge of the campaign financing provisions of the Act.

The following criteria may be considered in the selection of members:

- demonstrated knowledge and understanding of the Act's municipal election campaign financing provisions;
- experience in administrative law;
- proven analytical and decision-making skills;
- experience working on a committee, task force or in a similar setting;
- availability and willingness to attend meetings;
- demonstrated oral and written communication skills; and
- any other criteria as may be prescribed under the Act.

A Participating Municipality Clerk will be responsible for the recruitment of applicants. All applicants will be required to submit an application form outlining their qualifications and experience to the designated Participating Municipality Clerk by a specified deadline. After the deadline has passed, the Selection Committee will meet to review the applications, and appoint Committee members.

To avoid possible conflicts of interest, any auditor or accountant appointed to the Committee must agree in writing that they have not undertaken and shall not undertake the audits or preparation of financial statements of any Candidates seeking election to Councils or Registered Third Parties in the Participating Municipalities during the term of the Committee. In addition, any lawyer or other legal professional appointed to the Committee must agree in writing that they have not provided and will not provide legal advice to any Candidates seeking election to Councils or to any Registered Third Parties or Contributors to Candidates and Registered Third Parties in the election in the Participating Municipalities during the term of the Committee.

## **8. Notice**

Posting of the Committee meeting agenda on the website of the Participating Municipality requiring the services of the Committee shall constitute notice of a Committee meeting.

The Clerk shall give notice of a Committee meeting to the Committee by email, telephone or by regular mail.

Where an application will be considered at the meeting, the Clerk shall give reasonable notice by email, telephone or by regular mail to the Applicant and Candidate or Registered Third Party, as applicable, of the time, place and purpose of the Committee meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.

Where a Clerk's Report regarding contribution limit exceedances will be considered at the meeting, the Clerk shall give reasonable notice by email, telephone or by regular mail to the Contributor and Candidate or Registered Third Party as applicable, of the time, place and purpose of the Committee meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.



## **9. Meetings**

The Clerk shall call a meeting of the Committee when he or she receives an application for a Compliance Audit and where he or she prepared a report under Section 88.34. The Applicant and the Candidate or their representative will be provided with an opportunity to address the Committee and provide written submissions.

Meeting dates, start times and locations shall be set by the Clerk.

Committee meetings will be open to the public but the Committee may deliberate in private, as noted in Section 88.33(5.1). No votes may be taken in private session.

## **10. Quorum**

A quorum shall be a majority of Committee members.

If a quorum is not present within fifteen (15) minutes of the time fixed for the commencement of the meeting, the Committee meeting will be rescheduled to a future date.

## **11. Selection of the Chair**

The Chair shall be selected from among the Committee members at the first meeting of the Committee. If there is no consensus on a Chair, selection will be carried out by way of nomination and vote of the Committee members present.

## **12. Duties of the Chair**

The Chair shall:

- (i) call Committee meetings to order when there is a Quorum, preside over Committee discussions, facilitate Committee business, follow meeting procedures, identify the order of proceedings and speakers and rule on points of order.
- (i) participate as an active member.
- (ii) encourage participation by all members.

If the Chair is not present within the first ten minutes of a Committee meeting or is absent through illness or otherwise, the Committee shall select another member as Acting Chair. While presiding, the Acting Chair shall have all the powers of the Chair.

## **13. Duties of Committee Members**

The duties of Committee members are as follows:

- (i) carry out all statutory obligations of the Committee in accordance with the Act.
- (ii) attend all Committee meetings, sending regrets otherwise.
- (iii) understand their role, the Committee's mandate and meeting procedures.
- (iv) declare any pecuniary interest in any matter prior to consideration by the Committee and refrain from discussion and voting on the matter. If the declaration relates to a matter being discussed during a closed portion of the meeting, the member must leave the meeting during all discussion on the matter.
- (v) where the pecuniary interest of a member has not been disclosed by reason of the member's absence from the meeting, the member shall disclose the pecuniary interest and otherwise comply with subsection (iv) at the first meeting of the Committee attended by the member after the meeting referred to in subsection (iv).
- (vi) participate as an active and voting member, asking questions, and seeking clarification through the Chair.
- (vii) assist in drafting the reasons for a decision, as applicable.
- (viii) develop and maintain a climate of mutual support, trust, courtesy and respect.
- (ix) work together to utilize the knowledge, expertise and talents of all members.
- (x) respect the decisions of the Committee and that such decisions reflect the majority view.

**14. Selection of an Auditor**

Committee members will participate in the selection of an Auditor in response to a request for proposal prepared by staff. The Auditor as required by the legislation will be appointed by the Committee. The engagement letter will indicate that the Auditor has been engaged by the Committee and will be prepared and executed by the Clerk of each Participating Municipality, or other officer of each of the Participating Municipality as may be designated, on behalf of the Participating Municipality.

**15. Resources**

The Clerk will provide administrative support to the Committee, including the taking of minutes, the distribution of minutes and agendas, and the coordination of meetings.

**16. Committee Records**

The Clerk will co-ordinate and retain Committee records including agendas and minutes.

**17. Declaration of Interest**

Legislated requirements as set out in the *Municipal Conflict of Interest Act* shall apply to all Committee members. It is the responsibility of each member to disclose any pecuniary interest prior to discussion of a particular matter. Members are encouraged to seek independent legal advice if they are unsure of whether or not they have a pecuniary interest in a matter. Staff from the Participating Municipalities will not provide advice or interpretation related to declarations.

**18. Compensation**

\$125 per meeting

**19. Practices and Procedures**

The Clerks of the Participating Municipalities shall establish any additional administrative practices and procedures for the Committee in accordance with Section 88.37(6) of the Act and shall carry out any other duties required under the Act to implement the Committee's decisions.

The Clerks of the Participating Municipalities are delegated the authority to make administrative changes to these Terms of Reference that may be required from time to time due to legislative changes, or if, in the opinion of the Clerks, the amendments do not change the intent of the Terms of Reference.

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 047-18

### A By-law Prescribing Standards for the Maintenance and Occupancy of Property and to repeal By-law 086-16

WHEREAS Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, authorizes the council of a municipality to pass a by-law prescribing standards for the maintenance and occupancy of property within the municipality and for prohibiting the occupancy or use of such property that does not conform to the standards; and for requiring property that does not conform with the standards to be repaired and maintained to conform with the standards or requiring the property to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS the County of Wellington Official Plan for the Township of Wellington North includes provisions relating to property conditions;

AND WHEREAS Section 15.6(1) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended requires that a By-law passed under Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23* shall provide for the establishment of a Property Standards Committee;

AND WHEREAS Council of the Corporation of the Township of Wellington North deems it expedient to repeal By-law 086-16;

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

#### **1.0**            TITLE AND SCOPE

- 1.1            This By-Law may be referred to as “The Property Standards By-Law”.
- 1.2            The standards for maintenance and occupancy of **property** set forth in this By-Law are hereby prescribed and adopted as the minimum standards for all **property** within the **Township**.
- 1.3            No **person** shall occupy a **property** if there is a condition which poses or constitutes an **unsafe condition**.
- 1.4            A **property** within the **Township** that does not conform with the standards contained in this By-law shall be:

- (a) **repaired** and maintained to conform with such standards; or
- (b) cleared of all **buildings, accessory buildings, structures** or **waste** and left in a graded and levelled condition.

1.5 This By-law does not apply so as to prevent a farm, meeting the definition of “agricultural operation” under the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c.1, from carrying out a normal farm practice as provided for and defined under that Act.

## 2.0 APPLIED MEANING OF WORDS AND TERMS

2.1 Interchangeability: Words used in the present tense include the future, words in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural includes the singular.

## 3.0 DEFINITIONS

In this By-law:

“**accessory building**” means a detached **building** or **structure**, not used for human habitation that is subordinate to the primary use on the same **property**;

“**basement**” means that portion of a **building** between two floors, which is partly underground of the first floor joists above the average finished grade level adjacent to the exterior walls of the **building** and includes a crawl space and cellar;

“**boat**” means any vessel which floats on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to pleasure craft, scows, personal water craft, canoes, row boats, pontoon boats and commercial boats, when on the water or on land;

“**building**” means a building as defined in the **Building Code Act**, or a **structure** used or intended to be used for supporting or sheltering any use or occupancy;

“**Building Code Act**” means the Building Code Act, 1992, S.O. 1992, c. 23, as amended and any prescribed regulations under the Building Code Act;

“**Committee**” means a Property Standards Committee established under this By-law;

“**Compost**” means a collection of humus material such as kitchen and table waste, grass clippings, plant trimmings, weeds or other leaves;

“**Council**” means the Council for the **Township**;

“**dwelling**” means a **building** or part of a **building**, occupied or capable of being occupied, in whole or in part for the purpose of human habitation;

“**dwelling unit**” means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions including cooking, eating, sleeping and sanitary facilities;

“**exterior property areas**” means the **property**, exclusive of a **building** and an **accessory building**;

“**fence**” means a **structure**, wall or barrier, other than a **building**, erected at grade for the purpose of defining boundaries of **property**, separating open space, restricting ingress to or egress from **property**, providing security or protection to **property** or acting as a visual or acoustic screen;

“**firewood**” means any lumber, timber, logs, poles, cut up trees or felled trees, any salvaged wood products included but not limited to wood skids, wood boxes, and used wood products that are not required for a **building**, **accessory building** or

**structure** currently under construction on the **property** or for which there is a current or regular use;

**“ground cover”** means organic or non-organic material applied to prevent the erosion of the soil, e.g., concrete, flagstone, gravel, asphalt, grass or other forms of landscaping;

**“guard”** means a protective barrier installed around openings in floor area or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, or other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them;

**“habitable room”** means a room or enclosed floor space used, or capable of being used for living, eating, sleeping or domestic food preparation purposes, but excludes a bathroom, water closet compartment, laundry, pantry, foyer, lobby, hall, passageway, corridor, closet, stairway, storage room, furnace room or other accessory space used for service, maintenance or access within a **building**;

**“occupant”** means any **person** or **persons** over the age of eighteen years in possession of the **property**;

**“openable area”** means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors;

**“owner”** includes,

- (a) the **person** for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the land and premises were let; and
- (b) a lessee or **occupant** of the **property** who, under the terms of a lease, is required to **repair** and maintain the **property** in accordance with the

standards for the maintenance and occupancy of **property**;

“**person**” includes a corporation and its heirs, executors, administrators, or other representatives of a person to whom the context can apply according to law;

“**property**” means a **building** or **accessory building**, or part of a **building** or **accessory building**, and includes the lands and premises appurtenant thereto and all mobile structures, mobile buildings, mobile homes, outbuildings, **fences**, retaining walls, and erections thereon, whether heretofore or hereafter erected, and also includes **vacant property**;

“**Property Standards Officer**” shall mean a Property Standards Officer who has been appointed by by-law to administer and enforce this By-law;

“**Repair**” includes the making of additions or alterations or the taking of such action as may be required so that the **property** shall conform to the standards established in this By-law;

“**safe condition**” means a condition that does not pose or constitute an undue or unreasonable hazard or risk of life, limb or health of any **person** on or about the **property**, and includes a structurally sound condition;

“**sewage**” means water-carried waste, together with such ground, surface and storm waters as may be present;

“**sewage system**” means the **Township’s** system of storm sewers, sanitary sewers and combined sewers, or a private sewage disposal system;

“**structure**” means anything constructed either permanent or temporary, the use of which requires location on or an attachment to something having location on the ground;

“**Township**” means the Corporation of the Township of Wellington North or the land within the geographic limits of the



Corporation of the Township of Wellington North as the context requires;

**“unsafe condition”** means any condition that poses or constitutes an undue or unreasonable hazard or risk to life, limb or health of any **person** on or about the **property**.

**“vacant building”** means any **building or accessory building** that is or appears to be vacant, partially vacant, or unoccupied, or that, by reason of its unfinished or dilapidated condition, is open to the elements and in a state that there is little to no control over unauthorized entry, but does not include:

- (a) a **dwelling unit** occupied by the **owner** on a seasonal basis but otherwise maintained throughout the year;
- (b) a **building or accessory building on property** used for farming purposes, except a **dwelling unit**.

**“vacant property”** means a **property** that does not have a **building or accessory building**;

**“waste”** includes any debris, rubbish, refuse, sewage, effluent, garbage, brush, ashes, litter, wrappings, salvage, vehicle parts, discarded material or things, broken or dismantled things, or materials or things exposed to the elements, deteriorating or decaying on a **property** due to exposure to the weather.

#### **4.0**      EXTERIOR PROPERTY AREAS – GENERAL REQUIREMENTS

4.1      **Exterior Property Areas** shall be kept in a neat and tidy condition, and free from:

- (a) **waste**;
- (b) injurious insects, termites, rodents, vermin and other pests and any condition that may promote an infestation;
- (c) Excessive growth of grass and weeds;

- (d) unsightly and unreasonably overgrown, in relation to their environment, **ground cover**, hedges and bushes;
- (e) dead, decayed, or damaged trees, or other natural growth and the branches and limbs thereof which create an **unsafe condition**;
- (f) wrecked, dismantled, derelict, inoperative, discarded, unused or an unlicensed vehicle or trailer, except in an establishment licensed or authorized to conduct and operate such a business in accordance with any other by-laws, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;
- (g) wrecked, dismantled, derelict, inoperative, discarded or unused **boat** and any component parts thereof, except in an establishment licensed or authorized to conduct and operate such a business, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;
- (h) machinery or any parts thereof, or other objects or parts thereof, or accumulations of material or conditions that create an **unsafe condition** or an unsightly condition out of character with the surrounding environment;
- (i) dilapidated or collapsed **building** or **accessory building** and any unprotected well or other **unsafe condition** or unsightly condition out of character with the surrounding environment;
- (j) stagnant water;
- (k) animal excrement, except in connection with a lawful agricultural use on a **property**;
- (l) **firewood**, except if stored in neat orderly piles.

- 4.2 Suitable **ground cover** shall be provided to prevent erosion of the soil. Where grass forms a part of the **ground cover** and has been killed, such dead areas shall be re-sodded or re-seeded as often as required so as to restore the grass to a living condition.
- 4.3 Hedges, plantings, trees or other landscaping, required by the **Township** as a condition of site development or redevelopment, shall be maintained in a living condition or shall be replaced with equivalent landscaping, so as to carry out its intended function and maintain an attractive appearance.
- 4.4 Landscaping and general maintenance of the **exterior property areas** shall not detract from the landscaping and the general maintenance of the neighbourhood of which they are a part.
- 4.5 An abandoned or unused well, septic tank or a hole on a **property** shall be filled or safely covered and protected.
- 4.6 An ice-box, refrigerator, freezer or other container shall not be placed in an **exterior property area** for disposal without first removing all locks and doors or taking some other adequate precautionary measure to prevent a **person** from being trapped in an ice-box, refrigerator, freezer or other container.
- 5.0** DRAINAGE
- 5.1 **Exterior property areas** shall be:
- (a) graded and maintained in such a manner as to prevent the excessive or recurrent ponding of storm water thereon; and
  - (b) cultivated or protected with a suitable **ground cover** to prevent erosion of the soil.
- 5.2 All catch basins, swales and ditches shall be maintained so as to not impede the natural flow of water.

5.3 The storm water run-off from all downspouts of impervious surfaces shall be contained within the limits of the **property** from which it originates until absorbed by the soil or drained to a storm sewer, or to a natural or artificially-created swale, ditch or watercourse.

## 6.0 HEALTH

6.1 All **sewage** shall be discharged into an approved **sewage system**.

## 7.0 BUFFERING

7.1 **Property** which, because of its use or occupancy, or for other reasons is required to be buffered shall:

- (a) maintain an effective barrier to prevent lighting and vehicle headlights from shining directly into a **dwelling unit**;
- (b) maintain an effective barrier to prevent wind-blown **waste** from encroaching on an adjacent **property**;
- (c) maintain a visual screen, to minimize the visual impact of a nuisance to a **person** who owns or occupies an adjacent **property**.

## 8.0 RETAINING WALLS

8.1 A retaining wall shall be maintained in good **repair** and free from accident hazards.

8.2 Without restricting the generality of section 8.1 the maintenance of a retaining wall may include:

- (a) redesigning, **repairing** or replacing all deteriorated, damaged, misaligned or missing portions of the wall, or railings and **guards** appurtenant thereto;
- (b) installing subsoil drains where required to maintain the stability of the retaining wall;

- (c) grouting masonry cracks;
- (d) applying a coat of paint or equivalent preservative to all metal or wooden exposed components.

## **9.0**      FENCES

9.1      A **fence** on a **property** separating adjoining **property** shall:

- (a) be in a structurally sound condition and plumb, unless specifically designed to be other than vertical;
- (b) be maintained in a good state of **repair** and free of accident hazards;
- (c) not present an unsightly appearance.

9.2      Without restricting the generality of section 9.1 the maintenance of a **fence** may include:

- (a) protecting by paint, treated with a preservative or other weather resistant material unless the aesthetic characteristics of the **fence** are enhanced by the lack of such treatment.

## **10.0**      LIGHTING STANDARDS AND FIXTURES

10.1      Adequate lighting standards and fixtures shall be maintained so that the work or operations normally carried out in an area, or the use of an area, can be undertaken in safety and to provide safe passage.

10.2      Lighting standards and fixtures shall be kept in a **safe condition**, in good working order and in good visual condition.

## **11.0**      RECREATIONAL FACILITIES, LAUNDRY FACILITIES, ROOMS AND AREAS

- 11.1 A recreational facility, laundry facility, mail collection area including mailboxes, room or area and the equipment and appliances provided in connection therewith shall be:
- (a) maintained in an operable and usable condition;
  - (b) maintained in a **safe condition**;
  - (c) with the exception of an outdoor recreational facility, maintained in a clean condition.
- 12.0** WALKWAYS, DRIVEWAYS, RAMPS, PARKING AREAS AND LANDINGS
- 12.1 A walkway, driveway, ramp, parking area and landings shall be promptly cleared of snow and appropriate measures shall be taken to minimize the risk of **persons** slipping or vehicles skidding on an icy surface.
- 12.2 An area used for vehicle traffic and parking shall be maintained through paving or surfaced with crushed stone or other suitable and reasonably dust-free substance, and shall be free from ponding and puddles and maintained in good state of **repair and safe condition**.
- 12.3 A parking area, driveway, walkway and other similar public access areas of an **exterior property area** shall be kept clean and free from **waste**, objects or conditions that may create an **unsafe condition**, health, fire, accident hazard or unsightly condition.
- 12.4 A paved communal parking area shall be maintained with suitable markings, such as painted lines, to indicate parking spaces, entry and egress for vehicles.
- 12.5 A walkway and driveway shall be repaved, resurfaced or regraded as often as necessary to maintain a reasonably smooth, slip-free and safe walkway and driveway.
- 12.6 An **owner** shall cause any snow disposal site or snow storage site on a **property** to be:

- (a) maintained so as not to cause a hazard on the **property**; and
- (b) maintained in such a manner and location on the **property** so as to prevent a hazard, flooding, erosion and other damage to a neighbouring **property**.

### **13.0** BUILDINGS AND ACCESSORY BUILDINGS

#### STRUCTURAL ADEQUACY - CAPACITY

- 13.1 All **repairs** and maintenance of **property** required by the standards prescribed in this By-law shall be carried out in a manner accepted as good workmanship in the trades concerned and with materials suitable and sufficient for that purpose.
- 13.2 Every part of a **building** or **accessory building** shall be maintained in good **repair** and in a structurally sound condition so as:
- (a) to be capable of sustaining safely its own weight, and any additional load to which it may normally be subjected to;
  - (b) to be capable of safely accommodating all normal structural movements without damage, decay or deterioration;
  - (c) to prevent the entry of moisture that would contribute to damage, fungus growth, decay or deterioration; and
  - (d) to be capable of safely and adequately performing its function subject to all reasonable serviceability requirements.
- 13.3 The abating of an **unsafe condition** may include:

- (a) the provision or **repair** of stairs, balustrades, railings, **guards** and screens so as to minimize the risk of accident;
- (b) the elimination of other conditions which, in themselves are a hazard to life or which risk serious injury to **persons** normally in or about the subject **building, accessory building**, room, suite of rooms or space; and
- (c) the installation of a handrail in conjunction with every set of stairs containing three (3) or more risers and such handrail shall be adequately secured and maintained in a good state of **repair**.

#### **14.0**            HEALTH AND REFUSE

- 14.1            A **building** and **accessory building** on a **property** shall be kept free of **waste** and pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.
- 14.2            Every residence building floor, having a common access corridor to individual apartments shall be maintained and the central storage and disposal facility shall be maintained.
- 14.3            In a **dwelling unit**, sufficient rooms, containers and receptacles shall be maintained to safely contain all **waste**, which shall not be allowed to accumulate but shall be removed or made available for removal in accordance with any applicable by-laws.
- 14.4            An external container and receptacle shall be screened from view and shall be provided with a cover so that the material contained therein is not exposed to injurious insects, termites, rodents, vermin or other pests.
- 14.5            Every **building** and **accessory building** shall be provided with sufficient proper receptacles to contain all **waste**, which accumulates on the **property**, and such **waste** shall be placed for collection in proper receptacles in compliance with



applicable laws and not allowed to accumulate for longer than fourteen (14) days.

- 14.6 A receptacle for **waste** shall be:
- (a) made of watertight construction;
  - (b) provided with a tight fitting cover, which may be removed only when the receptacle is empty or is being actively loaded;
  - (c) maintained in good working condition and order without holes or spillage; and
  - (d) closed, or emptied, rinsed and cleaned when not in use, to prevent the escape of offensive odour or **waste**.
- 14.7 Garbage chutes, disposal and collection rooms shall be:
- (a) washed down and disinfected as necessary so as to maintain a clean and odour free condition; and
  - (b) maintained in good working order.
- 14.8 Injurious insects, termites, vermin, rodents and other pests shall be exterminated and appropriate measures shall be taken to prevent their re-entry to a **building** or **accessory building** on a **property**.
- 14.9 In a **dwelling**, openings in the exterior walls or roof shall be fitted and maintained to protect all habitable space from water and weather entry, and to make such space free from drafts.
- 14.10 No portion of a **dwelling** shall be used for human habitation unless:
- (a) the floors, walls and ceiling areas are watertight and free from dampness at all times;
  - (b) the total window area, the total **openable area** for natural ventilation and the ceiling height are in

accordance with the provisions of the **Building Code Act** or, alternatively, reventilation and/or mechanical ventilation is provided as prescribed by the **Building Code Act**;

- (c) the required minimum window area of every **habitable room** is entirely above the grade of the ground adjoining such window area, or the top of the window well, whichever is the higher elevation.

## 15.0 COMPOST

- 15.1 **Compost** on a **property** shall be maintained in a composter or an open **compost** pile that is not larger than 2.0 square metres (21.5 square feet) in area and 1.0 metre (39 inches) in height.
- 15.2 A composter or an open **compost** pile shall be kept free of pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.

## 16.0 HEATING, HEATING SYSTEMS, CHIMNEYS, VENTS AND FUEL BURNING APPLIANCES

- 16.1 Every **building** containing an occupied **dwelling unit** or **habitable room** shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 21 degrees Celsius between the 15<sup>th</sup> day of September to the 1<sup>st</sup> day of June the following year. A heating system shall be maintained in good working condition so as to be capable of safely heating the **dwelling unit** or **habitable room** to the required standard.
- 16.2 No rental **dwelling unit** shall be equipped with portable heating equipment as a primary source of heat.
- 16.3 A fuel burning appliance shall:
- (a) have ample air supply to permit combustion to occur with optimum oxygen available;

- (b) be located in such a manner as to prevent impediment to the free movement of a **person** and the overheating of adjacent materials and equipment;
  - (c) have **guards** where necessary to minimize the risk of an accident.
- 16.4 Where a heating system or part thereof requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a **safe condition** and location so as to be free from fire or accident hazard.
- 16.5 A fuel burning appliance, equipment and accessories shall be properly vented to the outside air by means of a smoke-pipe, vent pipe, chimney flue or other approved method and as may be required by the **Building Code Act**.
- 16.6 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the escape of smoke, fumes or gases from entering a **building**. Maintenance may include the removal of obstructions, sealing open joints, and the **repair** of loose or broken masonry units.
- 16.7 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.
- 17.0** **AIR CONDITIONING**
- 17.1 An air conditioner shall be equipped with adequate devices for the prevention of condensation drainage on to entrance areas, sidewalks or pathways and shall be maintained in a safe mechanical and electrical condition.
- 17.2 Cooling water from water-cooled equipment shall not be discharged on a driveway, walkway or other areas used for pedestrian or vehicular traffic, or in such a manner that it may cause damage to a wall, foundation or part of a **building** or **accessory building**.

17.3 The discharge of cooling water from water-cooled equipment shall be made to a proper drainage system and shall be connected in accordance with all applicable government regulations.

## **18.0** INTERIOR LIGHTING

18.1 Interior lighting standards and fixtures shall comply with the requirements of section 10.

## **19.0** VENTILATION

19.1 Sufficient ventilation shall be provided to all areas of a **building** or an **accessory building** so as to prevent accumulations of heat, dust, vapours, odours, carbon monoxide and other gases likely to create a potential **unsafe condition** or to become a nuisance.

19.2 A kitchen, bathroom, shower room and toilet room shall be provided with adequate natural or artificial means of ventilation.

19.3 An enclosed area of a **building** or an **accessory building** including a **basement** and an attic shall be adequately ventilated.

19.4 A system of mechanical ventilation shall be maintained in good working order.

## **20.0** PLUMBING

20.1 A **dwelling unit** shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health and/or the Chief Building Official of the **Township**.

20.2 A washbasin, bathtub or shower, and one kitchen sink in a **dwelling unit** shall be equipped with an adequate supply of hot and cold running water. All hot water shall be supplied at a minimum of 43 degrees Celsius and a maximum of 49 degrees Celsius.

- 20.3 A fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains or other defects that may harbor germs or impede thorough cleansing.
- 20.4 All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working order free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.
- 20.5 All plumbing fixtures in every **building** or **accessory building** shall discharge the water, liquids or sewage into drainage piping, which shall be connected to a **sewage system** approved by the authority having jurisdiction.
- 20.6. All toilet facilities, sanitary conveniences and washing facilities shall be maintained:
- (a) in good working order;
  - (b) in a clean and sanitary condition;
  - (c) and supplied with running water, with a connection to toilets and urinals;
  - (d) and connected to the drainage system.

## **21.0** KITCHEN

- 21.1 A **dwelling unit** shall contain a kitchen area equipped with:
- (a) one sink surrounded by a surface that is impervious to grease and water;
  - (b) a suitable storage area;
  - (c) a counter or work area, exclusive of the sink and covered with a material that is impervious to moisture and grease and is easily cleanable;

(d) a space provided for cooking and refrigeration appliances including suitable electrical or gas connections.

21.2 A cooking appliance and a refrigeration appliance shall be maintained in a good state of **repair** and operating condition.

## **22.0** BATHROOM

22.1 A **dwelling unit** shall contain a bathroom consisting of at least one fully operational toilet, washbasin, and a bathtub or suitable shower unit.

22.2 A bathroom and a toilet shall be located within and accessible from within the **dwelling unit**.

22.3 Where a toilet or bathroom facility is shared by occupants of a residential accommodation, other than a self-contained **dwelling unit**, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facility.

22.4 Every wall surrounding a shower shall be of impervious material and shall be maintained in a good state of **repair**.

22.5 A bathroom as required by section 22.1 shall be located in a room used for no other purpose and provided with a door capable of being locked from the inside and opened from the outside in an emergency.

## **23.0** FLOORS

23.1 A floor shall be smooth, level and maintained so as to be free of all loose, warped, protruding, broken or rotted boards that may create an **unsafe condition** or surface. A defective floor shall be **repaired** or replaced.

23.2 Where a floor covering has become worn or torn so that it retains dirt or may create an **unsafe condition**, the floor covering shall be **repaired** or replaced.

23.3 A bathroom, kitchen and shower room shall have a floor covering of water-resistant material and be capable of being cleaned.

#### **24.0** ELECTRICAL SERVICE

24.1 A **dwelling** and **dwelling unit** shall be wired for electricity and shall be connected to an approved electrical supply system.

24.2 The capacity of the connection to a **building** or **accessory building** and the system of circuits distributing the electrical supply of the **building** or **accessory building** shall be adequate for the use and intended use.

24.3 Electrical wiring, cords, circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order, free from fire and accident hazards.

#### **25.0** DISCONNECTED UTILITIES

25.1 An **owner** of a residential **building** or any **person** acting on behalf of such **owner** shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to a **dwelling unit** and **habitable room** occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of **repairing**, replacing or otherwise altering said service or utility.

#### **26.0** FOUNDATIONS

26.1 A foundation of a **building** or an **accessory building** shall be maintained in good state of **repair** so as to prevent settlement detrimental to the appearance of the **building** or **accessory building**, or the entrance of moisture, vermin, termites and insects or rodents into the **building** or **accessory building**.

26.2 Without limiting the generality of section 26.1, the maintenance of a foundation may include:

- (a) the jacking-up, underpinning or shoring of the foundation where necessary;
- (b) the extension of footings and foundations below grade or regrading to provide adequate frost cover;
- (c) installing subsoil drains at the footing where such would be beneficial;
- (d) the grouting of masonry cracks;
- (e) waterproofing the wall and joints;
- (f) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the **building** or **accessory building**;
- (g) **repairing** or replacing decayed, damaged or weakened sills, piers, posts or other supports;
- (h) making sills, piers, posts or other supports insect-proof by the application of suitable materials; and
- (i) coating with a preservative.



**27.0**      EXTERIOR WALLS, COLUMNS AND BEAMS

27.1      The components of an exterior wall of a **building** or an **accessory building** shall be maintained:

- (a)      in good state of **repair** and in a **safe condition**;
- (b)      weather tight;
- (c)      free from loose or unsecured objects or materials;
- (d)      so as to prevent the entrance of insects, termites, vermin, rodents or other animals;
- (e)      so as to prevent deterioration due to weather, insects, vermin, termites, rodents and other animals; and
- (f)      so as to prevent deterioration detrimental to the appearance of the **building** or an **accessory building**.

27.2      Without restricting the generality of section 27.1, the maintenance of an exterior wall of a **building** or an **accessory building** may include:

- (a)      the applying of materials to preserve all exterior wood and metal work or other materials not inherently resistant to weathering;
- (b)      the applying of materials to improve or maintain a pleasant and satisfying appearance at least commensurate with that of the neighbourhood;
- (c)      the restoring, **repairing** or replacing of:
  - i)      the wall;
  - ii)     the masonry units and mortar;
  - iii)    the stucco, shingles or other cladding;
  - iv)    the coping; and

- v) the flashing and waterproofing of the wall and joint.

27.3 Exterior columns and beams and any decorative trim shall be maintained in a good state of **repair** and in a **safe condition**. Where necessary, such columns, beams and trim shall be restored, **repaired** or replaced and suitably protected or treated against weathering, so as to prevent or remedy deterioration detrimental to the appearance of the **building** or **accessory building**.

28.0 EXTERIOR DOORS, WINDOWS AND OTHER OPENINGS –  
CANOPIES-MARQUEES-AWNINGS

28.1 Shutters, windows, doors, hatchways and other exterior openings in a **building** or an **accessory building** shall be kept weather tight, draft free, and in good state of **repair** and working order.

28.2 Without restricting the generality of section 28.1, the maintenance of a shutter, window, door, hatchway and other exterior opening may include:

- (a) painting or the applying of a similarly effective preservative;
- (b) the **repair**, replacement or renewing of damaged, decaying, missing or defective:
  - i) doors;
  - ii) door frames and casings;
  - iii) windows and window sashes;
  - iv) window frames and casings;
  - v) shutters;
  - vi) screens;
- (c) refitting doors, windows, shutters or screens;
- (d) reglazing or fitting with an translucent substitute;
- (e) rescreening;

- (f) using other approved means of weatherproofing where the opening is used or required for ventilation or illumination and is not protected by a window, door or similar closure:
    - i) screening with wire mesh, metal grills or other equivalent durable material; or
    - ii) other protection so as to effectively prevent the entry of insects, termites, rodents, vermin or other animals.
- 28.3 Glazed doors, windows and other transparent surfaces shall be kept clean so as to permit unimpeded visibility and unrestricted passage of light.
- 28.4 A window in a **dwelling unit** that can be or is required by the standards to be openable shall be provided with screening to effectively prevent the entry of insects.
- 28.5 Nothing in this section shall be construed as preventing doors, windows and other openings in an unoccupied **building** or **accessory building** from being protected from damage or to prevent entry, for such time as determined by section 36.
- 28.6 A canopy, marquee or awning shall be properly anchored so as to be kept in a **safe condition** and shall be protected from decay and rust by a periodic application of weather-coating material.
- 28.7 A **building** shall have a safe, continuous and unobstructed passage from the interior to an exit or the outside of the **building** at street or grade level.
- 28.8 A door that facilitates access to or egress from a **dwelling unit** shall be equipped with locks, and shall be maintained in a good state of **repair** and in an operating condition.
- 28.9 In a multi-residential **dwelling** where a security locking-and-release system has been provided in the front or rear lobby for the entrance into the multi-residential **dwelling** and that system

is controlled from each **dwelling unit**, such system shall be maintained in a good state of **repair** and in an operating condition.

29.0 EXTERIOR STAIRS, VERANDAS, PORCHES, DECKS, LOADING DOCKS, BALCONIES AND FIRE ESCAPES

29.1 An exterior stair, veranda, porch, deck, loading dock, balcony, fire escapes and every appurtenance attached thereto shall be maintained, reconstructed or **repaired** so as to be safe to use and capable of supporting the loads to which it may be subjected, as specified in the **Building Code Act**, and shall be kept in **safe condition** and good state of **repair**, free of all accident hazards and other deterioration or objects detrimental to the appearance of the **building** or **accessory building**.

29.2 Without restricting the generality of section 29.1, the maintenance, reconstructing or **repairing** of an exterior stair, veranda, porch, deck, loading dock, balcony and fire escape may include:

- (a) **repairing** or replacing treads, risers or floors that show excessive wear or are broken, warped, loose or otherwise defective;
- (b) **repairing**, renewing or supporting structural members that are rotted, deteriorated or loose;
- (c) providing, **repairing** or renewing **guard** rails, railings and balustrades; and
- (d) painting or the applying of an equivalent preservative.

29.3 Exterior stairs and fire escapes shall be kept free from ice and snow.

**30.0** ROOFS AND ROOF STRUCTURES

30.1 A roof, roof deck, roof structures including solar energy panels, wind generators and related **guards** of a **building** or **accessory building** shall be:

- (a) weather tight and free from leaks;
  - (b) free from loose or unsecured or unsafe objects and materials;
  - (c) free from accident hazards;
  - (d) free from dangerous accumulation of ice and snow;
  - (e) kept in a good state of **repair** and in a **safe condition**;
  - (f) free from other unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.
- 30.2 The drainage from all roof surfaces shall discharge into an eavestrough or roof gutter and thence to a downpipe.
- 30.3 An eavestrough, roof gutter and downpipe shall be kept:
- (a) in good **repair**;
  - (b) in good working order;
  - (c) water tight and free from leaks;
  - (d) free from accident hazards;
  - (e) protected by painting or the applying of other equivalent preservative.
- 30.4 Chimneys, smoke or vent stacks and other roof structures shall be maintained plumb and in good state of **repair** and shall be:
- (a) free from loose bricks, mortar and loose or broken capping;
  - (b) free from loose or rusted stanchions, guy wires, braces and attachments;

- (c) free from any accident hazard;
- (d) free from the entrance of smoke or gases into a **building** or **accessory building**;
- (e) free from the heating of adjacent combustible materials, walls and structural members to unsafe temperatures;
- (f) weather tight and free from leaks;
- (g) free from unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.

### **31.0**      EXTERIOR MAINTENANCE

31.1      All exterior surfaces that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration from the original finish, or shall be suitably refinished by application of an equivalent preservative.

31.2      Appropriate measures shall be taken to remove any graffiti, markings, stains or other defacement, occurring on the exposed finished exterior surfaces and, where necessary, to restore the exterior surface and adjacent areas to, as near as possible, to its appearance before the markings, stains or defacement occurred.

31.3      In the event of fire or other disaster, measures shall be taken as soon as possible to make the damaged **building** or **accessory building** compatible with its environment. Without restricting the generality of the foregoing, such measures include:

- (a) making the **building** or **accessory building** safe;
- (b) **repairing** of damaged surfaces exposed to view;
- (c) cleaning any damaged surfaces exposed to view;

- (d) refinishing so as to be in harmony with adjoining undamaged surfaces.

31.4 In the event the **building** or **accessory building** is beyond **repair**, the **property** shall be cleared of all remains and left in a graded level and tidy condition.

### **32.0** INTERIOR WINDOWS, DOORS, SURFACES, FLOORS AND STAIRS

32.1 Interior windows, doors, surfaces, floors and stairs shall be maintained:

- (a) in a clean, odour free and sanitary condition, reasonable for the normal use or occupancy of the room, passageway, enclosure or space;
- (b) in good working order and good state of **repair**, free from holes, loose, broken, warped, torn, damaged or decayed boards or materials;
- (c) free from depressions, protrusions, deterioration or other defects which could create an **unsafe condition** or which are out of character with the normal use of the area in which such defect occurs;
- (d) so as to afford the fire resistive properties and other protection for which they shall be designed; and
- (e) free of any graffiti, markings, stains or other defacement.

32.2 Interior windows and doors shall also comply with the requirements of section 28.

### **33.0** INTERIOR STRUCTURE – COLUMNS AND BEAMS

33.1 A **building** and an **accessory building** and all structural components, including but not limited to all joists, beams, studding, and roof rafters, shall be maintained with material adequate for the load to which they are subjected to.

**34.0**        WALLS-CEILINGS

34.1        Every interior surface and finish of walls and ceilings shall be maintained:

- (a)        in good state of **repair**, a surface which is reasonably smooth, clean, tight and easily cleaned;
- (b)        free of holes, cracks, loose plaster or other material;
- (c)        in a **safe condition**;
- (d)        so as to possess the fire resistant properties required by the **Building Code Act** and the Fire Protection and Prevention Act, as amended.

**35.0**        ELEVATORS

35.1        An elevator, an elevating device, dumb-waiters, hoists, escalators, incline lifts including all parts, lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans shall be maintained in good state of **repair**, operable and in a **safe condition**.

**36.0**        VACANT PROPERTY AND VACANT BUILDINGS –  
ADDITIONAL STANDARDS

36.1        **Vacant property** shall be kept clear of all **waste** and other materials and equipment not otherwise permitted by the zoning by-law.

36.2        A **vacant building** shall:

- (a)        be secured against unauthorized entry;
- (b)        have liability insurance; and
- (c)        be protected against the risk of fire, accident, or other danger.



- 36.3 Where a **vacant building** has been vacant for at least sixty (60) consecutive days, a **Property Standards Officer** who reasonably believes that a **vacant building** poses a risk to safety may, in writing, require the **Owner** of a **vacant building** to do any one or more of the following, within the timeframe specified by the **Property Standards Officer**:
- (a) install security measures or devices to the satisfaction of the **Property Standards Officer**, and such measures may include boarding of doors, windows, or other openings; or
  - (b) do any work or **repairs** which, in the opinion of the **Property Standards Officer**, are necessary to secure a **vacant building** from unauthorized entry or protect a **vacant building** against the risk of fire, accident, or other danger.
- 36.5 Where a **vacant building** is boarded or required to be boarded:
- (a) boarding materials shall be installed and maintained in good order;
  - (b) boarding materials shall be installed to exclude precipitation and wind from entering the **vacant building**, and to secure the **vacant building** from unauthorized entry, and shall be installed within the reveal of the opening frame or cladding, where feasible;
  - (c) unless inherently resistant to deterioration, boarding materials shall be treated with a protective coating of paint or equivalent weather resistant material;
  - (d) boarding materials shall be selected, coated, coloured, and installed to match surrounding door/window frames and exterior wall finishes.
- 36.6 Where a **vacant building** remains vacant for more than ninety (90) consecutive days, the **Owner** shall ensure that all utilities serving the **vacant building** are properly disconnected, terminated, or capped, unless such utilities are necessary for

the safety or security of the **vacant building**, or unless such utilities are otherwise required by law to remain connected.

36.7 When openings in a **vacant building** previously boarded or secured become unsecured, such openings shall be secured again, and as determined by the **Property Standards Officer** may require the use of materials and fasteners of greater strength, installed in such a manner to deter their removal or destruction.

36.8 Where a **vacant building** has remained vacant or unoccupied for a period of two (2) years and continues in a state of disrepair and deterioration, a **Property Standards Officer** may issue an order to remove all previously installed boarding from windows and doors and to **repair the vacant building** in compliance with the standards set out in this By-law.

### **37.0** ADMINISTRATION AND ENFORCEMENT

37.1 A **Property Standards Officer** is responsible for the administration and enforcement of this By-law.

37.2 A **Property Standards Officer** may, upon producing proper identification, enter upon any **property** at any reasonable time without a warrant for the purpose of inspecting the **property** to determine,

- (a) whether the **property** conforms with the standards prescribed in this by-law;
- (b) whether an order made under this by-law and the **Building Code Act** has been complied with.

37.3 A **Property Standards Officer** shall not enter or remain in any room or place actually being used as a **dwelling** unless,

- (a) the consent of the **occupant** is obtained, the **occupant** first having been informed that the right of entry may be refused and entry made only under the authority of a warrant issued under the **Building Code Act**;

- (b) a warrant issued under the **Building Code Act** is obtained;
- (c) the delay necessary to obtain a warrant or the consent of the **occupant** would result in an immediate danger to the health or safety of any **person**;
- (d) the entry is necessary to terminate a danger under subsection 15.7 (3) or 15.10 (3) of the **Building Code Act**; or
- (e) the requirements of section 37.4 are met and the entry is necessary to remove an **unsafe condition** under clause 15.9 (6) (b) of the **Building Code Act** or to **repair** or demolish under subsection 15.4(1) of the **Building Code Act**.

37.4 Within a reasonable time before entering the room or place for a purpose described in section 37.3 (e), the **Officer** shall serve the **occupant** with notice of his or her intention to enter it.

37.5 A **Property Standards Officer** for the purposes of an inspection has all the powers as provided for in section 15.8(1) of the **Building Code Act**.

### **38.0** ORDERS AND COMPLIANCE

38.1 An **owner** of **property** shall comply with the standards and requirements prescribed in this By-law.

38.2 Every **Property Standards Officer** who finds that a **property** does not conform with any of the standards of this By-law, may make an order pursuant to the provisions of Section 15.2 of the **Building Code Act**:

- (a) requiring the **property** that does not conform with the standards to be **repaired** and maintained to conform with the standards; or

- (b) requiring that the site be cleared of all **buildings** or **accessory buildings, structures**, debris or refuse and left in a graded and leveled condition.

38.3 Every **owner** of **property** shall comply with an order made pursuant to this By-law and the **Building Code Act** requiring compliance as confirmed or modified. If an order of a **Property Standards Officer** is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Township** may cause the **property** to be **repaired** or demolished accordingly.

38.4 Where any **person** fails to comply with an order issued, the **Township** may enter and cause the required work to be done at the cost of the **person**. The cost of such work may be recovered by action or by adding the costs to the tax roll and collecting the costs in the same manner as property taxes.

### **39.0** APPEAL OF ORDER

39.1 An **owner** who has been served with an order made under this By-law and **Building Code Act** and who is not satisfied with the terms or conditions of the order may appeal to the **Committee** by sending a notice of appeal by registered mail to the secretary of the **Committee** within 14 days after being served with the order.

39.2 An order that is not appealed within the time referred to in Section 39.1 shall be deemed to be confirmed.

39.3 The **Committee** shall hear the appeal.

39.4 On an appeal, the **Committee** has all the powers and functions of the **Property Standards Officer** who made the order and the **Committee** may do any of the following things if, in the **Committee's** opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

- (a) Confirm, modify or rescind the order to demolish or **repair**.

(b) Extend the time for complying with the order.

39.5 The **Township** in which the **property** is situate or any **owner** or **person** affected by a decision under this section may appeal to the Superior Court of Justice by notifying the Clerk of the **Township** in writing and by applying to the court within 14 days after a copy of the decision is sent.

39.6 The Superior Court of Justice shall appoint, in writing, a time and place for the hearing of the appeal and may direct in the appointment the matter in which and the **persons** upon whom the appointment is to be served.

39.7 On the appeal, the judge has the same powers and functions as the **Committee**.

39.8 An order that is deemed to be confirmed under section 39.2 or that is confirmed or modified by the **Committee** under section 39.3 or a judge under section 39.7, as the case may be, shall be final and binding upon the **owner** who shall carry out the **repair** or demolition within the time and in the manner specified in the order.

#### **40.0** POWER OF TOWNSHIP TO REPAIR AND DEMOLISH

40.1 If an order is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Township** in accordance with section 15.4 of the **Building Code Act** may cause the **property** to be **repaired** or demolished.

40.2 Where an order is not complied with and the **Township** has caused the property to be **repaired** or demolished, the **Township** has priority lien status in accordance with section 1 of the *Municipal Act, 2001, as amended*, on the **property** for the amount spent on the **repair** or demolition and the amount may be added to the tax roll by the Treasurer of the **Township** and may be collected in the same manner as taxes on the **property**.

**41.0**            EMERGENCY ORDERS

41.1            If upon inspection of a **property** an **Officer** is satisfied that there is non-conformity with the standards prescribed in this by-law to such extent as to pose an immediate danger to the health or safety of any **person**, the **Officer** may make an order in accordance with section 15.7 of the **Building Code Act** containing particulars of the non-conformity and requiring remedial **repairs** or other work to be carried out immediately to terminate the danger.

**42.0**            CERTIFICATE OF COMPLIANCE

42.1            After inspecting a **property**, a **Property Standards Officer** who is of the opinion that the **property** is in compliance with the standards established in this By-law, may issue a certificate of compliance to the **owner**.

42.2            The prescribed fee set out in the **Township's Fees and Charges By-law** shall be payable prior to the issuance of a certificate of compliance where it is issued at the request of the **owner**.

**43.0**            PENALTY

43.1            Every **owner** who fails to comply with an order, as confirmed, any other order, a direction or a requirement made under this By-law is guilty of an offence under Section 36.(1) of the **Building Code Act** and is liable to a penalty or penalties as set out in Section 36 of the **Building Code Act**.

**44.0**            PROPERTY STANDARDS COMMITTEE

44.1            A **Committee** is hereby established in accordance with the **Building Code Act**.

44.2            The **Committee** shall be composed of five (5) persons appointed by **Council**.

44.3            The **Committee** shall hold office for the term of **Council** or until such time as successors are appointed.

**45.0**        VALIDITY

45.1        If any section, subsection, paragraph, sentence, clause, or provision of this By-Law be declared by a Court of competent jurisdiction to be invalid, illegal or ultra vires for any reason, all other provisions of this By-Law shall remain and continue in full force and effect and shall remain valid and binding.

**46.0**        REPEAL

46.1        By-law 086-16 is hereby repealed.

**READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS  
22<sup>ND</sup> DAY OF 2018.**

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

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 048-18**

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH TO CONSTITUTE AND APPOINT  
MEMBERS TO THE TOWNSHIP OF WELLINGTON NORTH  
COURT OF REVISION FOR THE CORMACK DRAIN 48**

**WHEREAS** Section 97 (1) of the *Drainage Act*, as amended, provides that a court of revision shall consist of three or five members appointed by the council of the initiating municipality.

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North deems it advisable to confirm the following Court of Revision Appointments.

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

**1. ADMINISTRATION**

That the Council of the Corporation of the Township of Wellington North do hereby appoint

Councillor Steve McCabe,  
Councillor Sherry Burke,  
Councillor Lisa Hern

to the Court of Revision for the Corporation of the Township of Wellington North for Cormack Drain 48 project.

**2. ROLE OF COURT OF REVISION**

The Court of Revision hears appeals on assessments being the portion of the cost of a proposed drainage work to be collected from the landowner.

**3. CONFLICTING LEGISLATION**

If this By-Law conflicts with the provisions of any Act, other than the *Municipal Act, 2001*, as amended, the provisions of the *Municipal Act* shall prevail to the extent of the conflict.



#### **4. VALIDITY AND SEVERABILITY**

- 4.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-Law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-Law are separate and independent there from and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.
- 4.2 Whenever any reference is made in this By-Law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

#### **5. FORCE AND EFFECT**

This By-law shall take effect and become in full force and effect upon its passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF MAY, 2018**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 049-18**

**BEING A BY-LAW TO ESTABLISH TERMS OF REFERENCE FOR A  
PROPERTY STANDARDS COMMITTEE**

**AND WHEREAS** the Council of the Township of Wellington North deem it necessary to establish Terms of Reference for the Property Standards Committee;

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

1. **THAT** the Township of Wellington North establishes the Terms of Reference, for the Property Standards Committee, attached as Schedule "A".
2. **AND THAT** the By-Law shall be effective as of its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>ND</sup> DAY OF MAY, 2018.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, Ontario, N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228



# Terms of Reference

## WELLINGTON NORTH PROPERTY STANDARDS COMMITTEE

### Contents

MANDATE.....	2
RESPONSIBILITIES.....	2
COMMITTEE COMPOSITION .....	3
MEETINGS .....	3
CLOSED MEETING.....	3
QUORUM .....	3
TERM OF OFFICE .....	4
ORDER OF BUSINESS.....	4
PECUNIARY INTEREST .....	4
CONFIDENTIALITY .....	4
VOTING .....	4
DECISION.....	5
REPORTING.....	5
MUNICIPAL POLICIES.....	5
INDEMNITIES TO COMMITTEE MEMBERS .....	5
REVIEW AND AMENDMENT.....	5
BUDGET .....	5

## SCHEDULE A

**MANDATE**

The mandate of the Property Standards Committee (the Committee) is to hear and determine all appeals in accordance with procedures established under the provisions of the *Statutory Powers Procedure Act*.

The Committee considers appeals to Property Standards Orders issued by Property Standards Officers.

It is the responsibility of the Secretary of the Committee to accept all applications for processing, upon submission by the appellant.

The Committee is authorized by the *Building Code Act* to:

- Hear an appeal filed by the appellant.
- The Committee has all the powers of the Property Standards Officer and may confirm the

Order or may modify or rescind it, or may extend the time for complying with the Order.

- When an appeal has been taken, the Committee shall give notice or direct that notice be given of such hearing to such person as the Committee considers should receive such notice.

**RESPONSIBILITIES**

**Appeal of order issued by the Property Standards Officer under (Section 15.2(2) of the *Building Code Act***

**Section 15.3 of the *Building Code Act* states:**

**15.3** (1) An owner or occupant who has been served with an order made under subsection 15.2 (2) and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a notice of appeal by registered mail to the Town Clerk within 14 days after being served with the order.

**Confirmation of order**

(2) An order that is not appealed within the time referred to in subsection (1) shall be deemed to be confirmed.

**Duty of committee**

(3) The committee shall hear the appeal.

**Powers of committee**

(3.1) On an appeal, the committee has all the powers and functions of the officer who made the order and the committee may do any of the following things if, in the committee's opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair.
2. Extend the time for complying with the order.

**Appeal to court**

(4) The municipality in which the property is situate or any owner or occupant or person affected by a decision under subsection (3.1) may appeal to the Superior Court of Justice by notifying the clerk of the municipality in writing and by applying to the court within 14 days after a copy of the decision is sent.

## SCHEDULE A

**Appointment**

(5) The Superior Court of Justice shall appoint, in writing, a time and place for the hearing of the appeal and may direct in the appointment the manner in which and the persons upon whom the appointment is to be served.

**Judge's powers**

(6) On the appeal, the judge has the same powers and functions as the committee.

**Effect of decisions**

(7) An order that is deemed to be confirmed under subsection (2) or that is confirmed or modified by the committee under subsection (3) or a judge under subsection (6), as the case may be, shall be final and binding upon the owner and occupant who shall carry out the repair or demolition within the time and in the manner specified in the order.

**Power of municipality if order not complied with**

**15.4** (1) If an order of an officer under section 15.2 (2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly.

(8), or may prosecute the person for failing to comply with a final and binding order.

**Warrantless entry**

(2) For the purpose of subsection (1), employees or agents of the municipality may enter the property at any reasonable time without a warrant in order to repair or demolish the property.

**No liability**

(3) Despite subsection 31 (2), a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1).

**COMMITTEE COMPOSITION**

Committee membership shall consist of no less than 3 and no more than 5 members comprised of members of the public who own property in the municipality.

The Committee shall have a Chair, a co-Chair and a Recording Secretary. The Chair and Co-Chair shall be elected at the first meeting by a majority vote.

**MEETINGS**

The Committee shall meet as required and specified in the notice provided by the Secretary. All meetings shall be open to the public.

**CLOSED MEETING**

All meetings are open to the public. The Committee, at its discretion, may deliberate in the absence of members of the public.

**QUORUM**

Quorum shall be a majority of the appointed members of the Committee, consisting of 50% plus 1 of the voting members.

## SCHEDULE A

**TERM OF OFFICE**

The term of the members of the Committee shall be four years coinciding with the term of the Council that approves the appointments to the Committee.

Council may, at any time at its sole discretion, rescind the appointment of any Committee member as it deems advisable.

A Committee member is deemed to have resigned if they cease to own property in the municipality.

A resignation by a Committee member for any other reason must be made in writing to the Committee Chair and municipal Clerk.

**ORDER OF BUSINESS**

The agenda of the Committee shall contain the following items:

- Call to Order
- Disclosure of Pecuniary Interest
- Adoption of Agenda
- Adoption of Minutes of last meeting
- Presentations (limited to 2 per meeting maximum 15 meetings per deputant)
- Deputations (limited to 3 per meeting maximum 10 minutes per deputant)
- Business arising
- Reports
- Decision
- Date of Next Meeting
- Adjournment

The Order of Business and items on the agenda may be amended by a majority vote of the members of the Committee.

**PECUNIARY INTEREST**

All members shall declare any pecuniary interest, as defined in the Municipal Conflict of Interest Act at the beginning of a meeting or anytime during a meeting before discussions or a decision has been made.

**CONFIDENTIALITY**

All members shall respect the confidentiality of all proceedings of the Committee, both in open session and closed session.

**VOTING**

Once all of the evidence has been heard in respect of the appeal, the Committee will discuss the appeal and make a decision as to whether the Order is to be confirmed, modified or quashed or whether time for compliance with the Order is to be extended.

The Chair shall ask the members of the Committee for a first and seconder for a motion with respect to appeal after which the Chair shall call for a vote on the motion.

## SCHEDULE A

Each member of the Committee shall announce his or her vote on the motion openly and individually and the Chair shall announce the decision of the Committee.

All members shall have one vote, unless the member has declared a pecuniary interest.

Refusal to vote is considered a no vote.

Where there is a tie vote on a motion, the motion shall be defeated and a new motion brought forward.

The decision is final and binding on all parties. No further discussions shall take place once the decision is made known. No further communications, whether oral or written, will be made to the Committee by the Appellant or the Officer. Any further concerns regarding the decision will be dealt with through the court appeal process.

### **DECISION**

All members of the Committee present at the meeting shall sign a Notice of Decision. The names of members who voted against the decision shall be noted in the decision.

### **REPORTING**

Notice of Decisions shall be included on a Council agenda for information purposes.

### **MUNICIPAL POLICIES**

All members shall be subject to the provisions in the Township of Wellington North's Workplace Violence and Harassment Policy

### **INDEMNITIES TO COMMITTEE MEMBERS**

Committee members shall be covered by the municipalities general liability insurance policy as it relates to the Committee's activities.

### **REVIEW AND AMENDMENT**

The Terms of Reference for the Property Standards Committee are established by Council and approved By-law. Amendments shall only be made by Council. The Terms of Reference should be reviewed every term of Council

### **BUDGET**

Committee members shall receive remuneration of \$125.00 per meeting. Committee members shall receive compensation for expenses incurred, pursuant to the employee policy.

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

**BY-LAW NUMBER 050- 18**

**A BY-LAW TO SET THE RATES FOR 2018 TAXATION AND TO  
PROVIDE FOR THE COLLECTION THEREOF.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,  
Sections 307, 308 and 312.

**WHEREAS** pursuant to Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class;

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North has passed By-law Number 034-18 to adopt the estimates of all sums required during 2018 for the purposes of the municipality;

**AND WHEREAS** Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios;

**AND WHEREAS** the Council of the County of Wellington has passed By-law No. 5573-18 being a by-law to set tax ratios for the County of Wellington and for all local municipalities within the boundaries of the County for the year 2018 as follows:

Residential/Farm	1.000000
Multi Residential	1.900000
New Multi Residential	1.100000
Commercial	1.491000
Industrial	2.400000
Landfill	1.450000
Pipeline	2.250000
Farmlands	0.250000
Managed Forests	0.250000

**AND WHEREAS** the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 26/18.

**AND WHEREAS** the Council of the County of Wellington has passed By-law Number 5560-18 being a by-law to adopt the estimates for the sums required during the year 2018 for general purposes for the County and By-law Number 5574-18 to establish tax rates for the same against the local municipalities;



By-law No. 050 -18  
Page 2 of 6

**AND WHEREAS** the Council of the County of Wellington, in said By-law Number 5573-18 established tax rate reductions as follows

1. the vacant land, vacant units and excess land subclasses in the commercial property class is 30%
2. the vacant land, vacant units and excess land subclasses in the industrial property class is 35%

**AND WHEREAS** the Assessment Roll compiled in 2017 and upon which taxes for 2018 are to be levied, was received from the Municipal Property Assessment Corporation in December, 2017, the whole of the assessment for real property, according to the said last assessment roll, is as follows:

Residential/farm property class	969,477,385
Residential – Shared as PIL	94,000
Multi-residential property class	20,725,533
Commercial property class – full	78,423,074
Commercial property class – excess land	2,239,042
Commercial property class – vacant land	1,763,250
Industrial property class – full	25,535,482
Industrial property class – excess land	298,030
Industrial property class – vacant land	361,660
Large Industrial property class – full	14,406,580
Industrial Hydro property class	86,050
Pipeline property class	4,203,403
Farmlands property class	710,102,542
Managed Forest property class	3,221,595
New Construction Commercial – full	17,079,130
New Construction Industrial – full	1,186,900

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

1. In this by-law; "Property Classes" are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farmlands property class, and the managed forests property class.

"Township" means the Corporation of the Township of Wellington North.

2. That the sums to be raised by means of taxation for the year 2018 be as follows:
- for general municipal purposes a sum of \$7,111,778.
  - for County purposes a sum of \$9,061,661.
  - for education purposes a sum of \$3,580,351.
3. That there shall be levied and collected upon the whole assessment for real property, according to the last certified assessment roll, the rates of taxation for the year 2018 as set out below;

<b>Property Class</b>	<b>Own Purpose</b>	<b>County</b>	<b>Education</b>	<b>Total</b>
Res/Farm	.00492760	.00627863	.00170000	.01290623
Res – Shared	.00492760	.00627863	.00170000	.01290623
Multi-Res	.00936243	.01192939	.00170000	.02299182
New Multi Res	.00542036	.00690649	.00170000	.01402685
Commercial - full	.00734705	.00936144	.01000583	.02671432
Commercial - excess	.00514293	.00655300	.00700408	.01870001
Commercial - vacant	.00514293	.00655300	.00700408	.01870001
Industrial - full	.01182623	.01506871	.01340000	.04029494
Industrial - excess	.00768705	.00979466	.00871000	.02619171
Industrial - vacant	.00768705	.00979466	.00871000	.02619171
Industrial Hydro	.01182623	.01506871	.01340000	.04029494
Landfill – PIL	.01625586	.00910401	.00911084	.03447071
Large Industrial	.01182623	.01506871	.01340000	.04029494
Large Indust Excess	.00768705	.00979466	.00871000	.02619171

**By-law No. 050 -18**  
**Page 4 of 6**

Pipeline	.01108709	.01412691	.01340000	.03861400
Farmlands	.00123190	.00156966	.00042500	.00322656
Managed Forests	.00123190	.00156966	.00042500	.00322656
New Const Industrial	.01182623	.01506871	.01090000	.03779494
New Const Comm	.00734705	.00936144	.01000583	.02671432

4. For the Year 2018 the Township shall levy upon the assessment of the Property Classes of property owners in the former Town of Mount Forest and the former Village of Arthur, the following tax rates for Street Lighting (Municipal Levy) ;

<u>Property Class</u>	<u>Street Lighting</u>
Res/Farm	.00021179
Multi-Res	.00040241
New Multi-Res	.00023297
Commercial-full	.00031578
Commercial-excess	.00022105
Commercial-vacant	.00022105
Industrial-full	.00050830
Industrial- excess	.00033040
Industrial-vacant	.00033040
Large Industrial	.00050830
Large Industrial- Excess	.00033040
Pipeline	.00047653
Farmlands	.00005295
Managed Forests	.00005295
New Construction Industrial	.00050830
New Construction Commercial	.00031578

5. Other local improvement and special charges including business improvement area, tile drainage loans, sewer rates, rural street lighting charges, plus any other eligible/applicable charges shall be added to the tax roll and collected in the same manner as taxation.
6. That save and except that portions of taxes and other special rates levied by the Interim Levy under Section 317 of the Municipal Act, 2001 the taxes levied on the Residential, Farmland, Managed Forest, Pipeline, Commercial, Industrial and Multi-Residential classes, including all other rates, to be raised in 2018 shall become due and payable on the date of passing of this By-law, but may be paid in two installments as follows:

Due date of 1 <sup>st</sup> installment	August 24, 2018
Due date of 2 <sup>nd</sup> installment	October 26, 2018

**By-law No. 050-187**  
**Page 5 of 6**

7. Taxes shall be payable by cash, cheque or debit at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address. Taxes are also payable at most chartered banks and financial institutions, through the Internet, by telephone banking and pre-authorized payment plan.
8. Notwithstanding the provisions of the by-law, any additional taxes payable as a result of additions to the roll pursuant to the Assessment Act, R.S.O. 1990, Chapter A.31 shall be that portion of the amount of taxes which would have been levied for the current year if the assessment had been made in the usual way, and that portion shall be in ratio that the number of days remaining the current year bears to the number 365 and shall be entered in the Collector's Roll and collected in the same manner as if the assessment had been made in the usual way.
9. That the Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given indicated on the last revised Assessment Roll.
10. That failure to receive the aforesaid notice in advance of the date for payment of any instalment does not affect the timing of default or the date from which penalty shall be imposed.
11. A penalty of one and one quarter percent (1¼%) will be imposed for non payment of taxes on the first day of each calendar month thereafter the installment due dates in which default continues until December 31, 2018.
12. On all taxes in default on January 1, 2019, interest shall be added at the rate of one and one quarter percent (1¼%) per month for each month or fraction thereof in which default continues.
13. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
14. That in accordance with Section 347(1) of the Municipal Act, S.O. 2001, c. 25, as amended, the Collector be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time.

**By-law No. 050 -18**  
**Page 6 of 6**

15. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
16. This by-law shall come into force on and take effect upon its final passing.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22nd DAY OF MAY, 2018 .***

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 051-18**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON MAY 22, 2018.**

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

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

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on May 22, 2018 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22ND DAY OF MAY, 2018.**

---

**ANDREW LENNOX,  
MAYOR**

---

**KARREN WALLACE,  
CLERK**