

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – OCTOBER 11, 2022 AT 2:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
HYBRID MEETING WITH COUNCIL IN PERSON AND OTHERS VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/86261843049>

Or join by phone:

Canada: 855 703 8985 (Toll Free) or 1 647 374 4685 (long distance charges may apply)

Webinar ID: 862 6184 3049

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the October 11, 2022 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

PRESENTATIONS

- | | |
|--|-----|
| 1. Jennifer Stephens, General Manager/Secretary-Treasurer, Saugeen Valley Conservation Authority | 001 |
| • Draft Budget 2023 | |

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the October 1, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Surinder Chaudry
- Kathryn Spark

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the October 11, 2022 Regular Meeting of Council at : .

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- | | |
|--|-----|
| a. By-law Number 111-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (WOSR Part Division 3 and 4 Part Lot 27 with civic address of 8848 Highway 6, Kathryn Spark) | 081 |
|--|-----|

Recommendation:

THAT By-law Number 111-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (WOSR Part Division 3 and 4 Part Lot 27 with civic address of 8848 Highway 6, Kathryn Spark)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- 1. Special Meeting of Council, September 26, 2022 084
- 2. Regular Meeting of Council, September 26, 2022 086

Recommendation:

THAT the minutes of the Special Meeting of Council and the Regular Meeting of Council held on September 26, 2022 be adopted as circulated.

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Arthur Business Improvement Association, September 21, 2022 093

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association meeting held on September 21, 2022

- b. Grand River Conservation Authority, Summary of the General Membership General Meeting, September 23, 2022 095

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Grand River Conservation Authority Summary of the General Membership General Meeting held on September 23, 2022.

- c. Arthur Chamber of Commerce, Directors Meeting, September 7, 2022 096

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Directors Meeting held on September 7, 2022.

2. PLANNING

- a. Report DC 2022-044, Consent Application B122-22 Red Maple Land Company Inc. 098

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-044 being a report on Consent Application (Severance) B122-22 known as Part Lot 32, WOSR Division 1, 2 & 3 in the former Township of Arthur.

AND FURTHER THAT Council is not in support of this application as the lot creation policies in the Prime Agricultural designation as well as policies within the Provincial Policy Statement do not permit the creation of a residential lot.

AND FURTHER THAT should the Planning & Land Division Committee approve the consent as proposed on Application B122-22, the following matters are to be addressed as conditions of approval:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT driveway access can be provided to the retained lands to the satisfaction of the Township of Wellington North and the Owner satisfy the requirements of the Township of Wellington North's Road Entrance Policy, including payment of all associated fees and charges;

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

- b. Report DC 022-045, Consent Application B125-22 862098 Ontario Ltd.

104

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-045 being a report on Consent Application (Lot Line Adjustment) B125-22 known as Part Lot 16, e/s Elgin St. Plan Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B125-22 as presented with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT zoning compliance be achieved to the satisfaction of the local municipality;

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

- c. County of Wellington, correspondence dated October 3, 2022 regarding County Official Plan Review Reports dated September 8, 2022 110
 - County Official Plan Review – Growth Forecast Amendment (OPA 120)
 - County Official Plan Review – Land Needs Assessment

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive County of Wellington correspondence dated October 3, 2022, regarding County Official Plan Review Reports dated September 8, 2022 regarding County Official Plan Review – Growth Forecast Amendment (OPA 120), and County Official Plan Review – Land Needs Assessment.

3. BUILDING

- a. Report CBO 2022-11 Building Permit Review Period Ending September 30th, 2022 137

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-11 Building Permit Review for the period ending September 30th, 2022.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2022-026 Community Improvement Program and Grants & Donations Community Development Fund 139

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-026 being a report on Community Improvement Program and Grants & Donations Community Development Fund,

AND FURTHER THAT Council approves Community Improvement Grants as follows:

- Up to \$ 2,500 to Shaveta Kang Physiotherapy Professional Corp at 190 Main Street South in Mount Forest
- \$ 1,500 to Arthur Greenhouses at 7460/7470 Second Line, Arthur
- Up to \$ 1,000 to I'm So Bad at 110 Main Street North in Mount Forest

AND FURTHER THAT Council approves Community Development Fund fee waivers, for the following two organizations:

- \$1,806.87 to the Hayden's Hope Foundation to support Childhood Cancer Awareness month and the inaugural "Strike Out Cancer Ball Tournament and Dance"
- \$200.00 to provide two hours of free skating on Nov 25th to support the Arthur Countdown to Christmas 2022 celebrations.

5. FINANCE

- a. Vendor Cheque Register Report, September 30, 2022 144

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated September 30, 2022.

6. OPERATIONS

- a. Report OPS 2022-026 being a report on the Cachet Developments (Arthur) Inc. Service Finance Agreement Preston Street North 146

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-026 being a report on Cachet Developments (Arthur) Inc. Service Finance Agreement Preston Street North;

AND FURTHER THAT Council agrees to the cost sharing of Preston Street Reconstruction with the Township's cost being at a maximum cost of \$308,086.42 plus applicable taxes;

AND FURTHER THAT Council direct staff to include a Council directed project for the reconstruction of Preston Street North in the 2023 capital budget.

- b. Report OPS 2022-027 being a report for Council to set the 2023 water and wastewater fees and charges 148

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-027 being a report to set the 2022 water and sewer fees and charges;

AND FURTHER THAT Council authorize a 1.5% increase to water and sewer rates for the year 2023, consistent with the recommendations from the 2020 Water and Wastewater Rate Study prepared by DFA Infrastructure International Inc. dated November 13, 2020;

AND FURTHER THAT Council direct staff to include in the 2023 water and sewer fees and charges by-law the Mount Forest Green House fees and charges;

AND FURTHER THAT Council direct staff to include this special rate for consideration as part of the next water and wastewater rate study;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the necessary by-law.

- c. Drexler Construction Limited, correspondence dated September 23, 2022, regarding reconstruction of Domville St. request for extension 154

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence, dated September 23, 2022, from Drexler Construction Limited regarding reconstruction of Domville St. request for extension.

- d. Frank Vanderloo, P.Eng., B.M. Ross and Associates Limited, correspondence dated October 4, 2022 regarding Marlana Homes Subdivision, Draft Plan 23T-17001, Preliminary Acceptance for Stage 1 & Stage 2, Securities Reduction 155

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated October 4, 2022 from Frank Vanderloo, P.Eng., B.M. Ross and Associates Limited, regarding Marlana Homes Subdivision, Draft Plan 23T-17001, Preliminary Acceptance for Stage 1 & Stage 2, Securities Reduction.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North grant Marlana Homes Inc., for its Newfoundland Street subdivision in the community of Mount Forest (Draft Plan 23T-17001):

1. Preliminary Acceptance for Stage 1 and for Stage 2, subject to and effective from the date the Township CBO receives from the Developer proof of subdivision registration.
2. A reduction in securities to the amount of \$333,393.81, subject to the submission of a Statutory Declaration re: Payment of Accounts by the Developer to the Township CBO.

- e. Report OPS 2022-024 being a report on the proposed agreement with the Ontario Clean Water Agency (OCWA) for the period 2023 to 2025 158

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-024 being a report on the proposed agreement with the Ontario Clean Water Agency (OCWA) for the period 2023 to 2025;

AND FURTHER THAT Council award the Township’s wastewater treatment services contract for the period 2023 to 2025 to OCWA;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement.

AND FURTHER THAT Council waive the requirement for a competitive process as detailed within the Township’s purchasing and procurement policy.

7. ADMINISTRATION

- a. Report CLK 2022-019 being a report on the Strong Mayors and Building Homes Act 184

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-019 being a report on the Strong Mayors and Building Homes Act.

- b. Report HR 2022-012 Electronic Monitoring Policy 191

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-012 being a report on Electronic Monitoring policy; AND FURTHER THAT Council endorse the Electronic Monitoring policy.

8. COUNCIL

- a. Ontario Coalition For Better Child Care and CUPE Ontario, correspondence dated July 18, 2022, regarding 22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 18, 2022 198

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information correspondence from Ontario Coalition For Better Child Care and CUPE Ontario, dated July 18, 2022, regarding 22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 18, 2022.

- b. Grand River Conservation Authority, Report Number GM-09-22-71, dated September 23, 2022 regarding Progress Report #2 – Ontario Regulation 687/21 199

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Grand River Conservation Authority, Report Number GM-09-22-71, dated September 23, 2022 regarding Progress Report #2 – Ontario Regulation 687/21.

- c. Crime Stoppers Guelph Wellington, Fall 2022 Newsletter 201

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Crime Stoppers Guelph Wellington Fall 2022 Newsletter.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the October 11, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- North Wellington Health Care Corporation – Louise Marshall Hospital
- Lynes Blacksmith Shop Committee
- Recreation, Parks and Leisure Committee
- Wellington North Power

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

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

Mayor Lennox:

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

BY-LAWS

- | | |
|--|-----|
| a. By-law Number 110-22 being a by-law to authorize the execution of the Service Finance Agreement between Cachet Developments (Arthur) Inc. and the Corporation of the Township of Wellington North | 202 |
| b. By-law Number 112-22 being a by-law to amend by-law 078-16 being a by-law to authorize the execution of a Services Agreement between the Ontario Clean Water Agency (OCWA) and The Corporation of the Township of Wellington North and repeal By-law 027-20 | 224 |

Recommendation:

THAT By-law Number 110-22 and 111-22 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- Celebrating the Mount Forest Cemetery 269

CLOSED MEETING SESSION

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

- (d) labour relations or employee negotiations
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

Recommendation:

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

- (d) labour relations or employee negotiations
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

1. REPORTS

- HR 2022-013 Revised Non-Union Pay Administration Policy
- Laska vs. Wellington North Verbal Update Chief Building Official

2. REVIEW OF CLOSED SESSION MINUTES

- September 26, 2022, Special Council Meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-013 Revised Non-Union Pay Administration Policy;

AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Laska vs. Wellington North verbal update Chief Building.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the September 26, 2022 Special Council Meeting.

CONFIRMING BY-LAW

270

Recommendation:

THAT By-law Number 113-22 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 October 11, 2022 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of October 11, 2022 be adjourned at p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Wellington North Culture Days, various locations across Wellington North	September 23 rd to October 16th	
Arthur Chamber of Commerce, Directors Meeting, Arthur Chamber of Commerce Office	Wednesday, October 12, 2022	5:30 p.m. to 7:00 p.m.
Mount Forest Chamber of Commerce AGM and Service Excellence Awards, Mount Forest Legion	Thursday, October 13, 2022	7:00 p.m.
Municipal Election Advance Poll, Arthur & Area Community Centre	Saturday, October 15, 2022	10:00 a.m. to 3:00 p.m.
Digital Main Street Workshop: Crafting Content for Social Media, Mount Forest & District Sports Complex	Monday, October 17, 2022	5:00 p.m. to 8:00 p.m.
Arthur Chamber of Commerce AGM Dinner and Service Excellence Awards, Arthur Legion	Wednesday, October 19, 2022	6:00 p.m. to 9:00 p.m.
Municipal Election Day	Monday, October 24, 2022	
Wellington North Cultural Roundtable Committee, Kenilworth Council Chambers	Thursday, October 27, 2022	12:00 p.m.
Recreation, Parks and Leisure Committee	November 1, 2022	4:00 p.m.
Regular Council Meeting – hybrid meeting	Monday, November 7, 2022	2:00 p.m.
Inaugural Meeting of Council	Monday, November 21, 2022	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

September 16, 2022

To: Municipalities of the Saugeen Watershed

Dear Municipal Council,

I am pleased to enclose the 2023 Draft Budget for Saugeen Conservation. The package includes all materials that were circulated during our recent draft budget review meeting. Materials included are budget summary pages, departmental line by line budgets, and a projected statement of reserves for the next two fiscal year ends. Power point presentations by department were also made to our directors and therefore these are attached for your information.

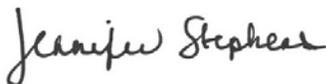
This Draft Budget provides for a municipal levy increase over the 2022 levy of \$167,412 with an assessment increase of 1.93%.

Priorities addressed in the 2023 budget include additional staff development opportunities, increased communications and education for our stakeholders and partners, hazard tree removal at our campgrounds, investment in our capital water and erosion control infrastructure, and as well as compliance with *Conservation Authority Act* amendments.

The next scheduled Authority meeting where the 2023 budget will be considered is October 20, 2022.

Saugeen Valley Conservation Authority looks forward to continuing to work with its municipal stakeholders to protect and enhance the Saugeen Valley watershed. We welcome the opportunity to present our 2023 draft budget to municipal councils at your request.

Sincerely,



Jennifer Stephens
General Manager/Secretary-Treasurer
Saugeen Conservation
Encl.



Saugeen Valley Conservation Authority 2023 Draft Budget

Presented: September 15, 2022

Saugeen Valley Conservation Authority

Budget Summary

2023

	2022 Approved budget	2023 Proposed budget	Sources of funding						Surplus/Deficit
			Provincial Funding	Donations/ Other funding	Special Levy	General Levy	Self Generated	Reserves	
General Levy Programs	3,435,625	3,948,300	81,400	8,000	108,624	2,071,216	1,327,900	351,160	
Non-General Levy Programs	997,350	2,058,780	255,000	70,000	345,000		1,089,300	385,000	85,520 ¹
TOTAL	4,432,975	6,007,080	336,400	78,000	453,624	2,071,216	2,417,200	736,160	85,520

Note:

1. Non-General Levy surplus to be put into appropriate reserve for future capital reinvestment into those programs.

Saugeen Valley Conservation Authority
General levy programs
2023

Program	2022 Approved budget	2023 Proposed budget	Sources of funding					
			Provincial Funding	Donations/ Other funding	Special Levy	General Levy	Self Generated	Reserves
Corporate Services								
Administration	612,300	708,500				458,500	190,000	60,000
GIS & IT	162,875	179,600				169,600		10,000
Community Relations	116,300	132,100				132,100		
Education	105,550	100,850		7,000		53,650	40,200	
Environmental Planning & Regulations	1,060,800	1,184,300				441,300	703,000	40,000
Water Resources								
Flood Forecasting & Warning	217,000	275,800	81,400			167,905	700	25,795
Water Resources Management	168,150	256,750			108,624	71,656		76,470
Water Quality	109,650	149,050				124,155		24,895
Forestry, Lands & Stewardship								
Non-Revenue Parks & Land Management	408,500	463,900		1,000		372,900	20,000	70,000
Forestry & Stewardship	474,500	497,450				79,450	374,000	44,000
Total	3,435,625	3,948,300	81,400	8,000	108,624	2,071,216	1,327,900	351,160

Saugeen Valley Conservation Authority

Non-General levy programs

2023

Program	2022 Approved budget	2023 Proposed budget	Sources of funding					Reserve Contributions
			Provincial Funding	Donations/ Other funding	Special Levy	Self Generated	Reserves	
Forestry, Lands & Stewardship								
Agricultural Lands	10,400	8,300				17,700		9,400
Motor Pool	167,500	181,000				150,000	40,000	9,000
Brucedale CA	101,250	217,180				132,600	120,000	35,420
Durham CA	304,300	382,300				348,500	35,000	1,200
Saugeen Bluffs CA	393,900	600,000				440,500	190,000	30,500
Water Resources								
Capital Water Projects	20,000	670,000	255,000	70,000	345,000			
Total	997,350	2,058,780	255,000	70,000	345,000	1,089,300	385,000	85,520

Saugeen Valley Conservation Authority
2023 General Levy

		2022												
		Current Value	2022 CVA	CVA Based									Approximate	
Municipality	% in	Assessment (CVA)	(Modified) in	Apportionment	% Change In	% Change In	2022 Actual	Change due to	0% levy	2023 Proposed	\$ Change In	% Change In	1% of Municipal	Municipal
	CA	(Modified)	Watershed	Percentage	Apportionment	Assessment	General Levy	Assessment	change	General Levy	General Levy	General Levy	Tax Levy	levy impact
Arran-Elderslie	48	788,171,864	378,322,495	2.5083	-0.29%	1.63%	\$ 46,980	\$ 767	\$ 47,747	\$ 51,937	\$4,190	8.92%	55,000	0.076%
Brockton	100	1,302,341,980	1,302,341,980	8.6347	0.23%	2.16%	\$ 160,901	\$ 3,479	\$ 164,380	\$ 178,827	\$14,447	8.98%	96,000	0.150%
Chatsworth	49	921,751,380	451,658,176	2.9946	-0.11%	1.82%	\$ 55,983	\$ 1,021	\$ 57,004	\$ 62,008	\$5,004	8.94%	59,000	0.085%
Grey Highlands	31	2,111,456,259	654,551,440	4.3398	-0.74%	1.17%	\$ 81,655	\$ 957	\$ 82,612	\$ 89,868	\$7,256	8.89%	118,000	0.061%
Hanover	100	986,818,896	986,818,896	6.5427	-0.59%	1.33%	\$ 122,920	\$ 1,634	\$ 124,554	\$ 135,498	\$10,944	8.90%	73,500	0.149%
Howick	8	508,020,385	40,641,631	0.2695	-2.58%	-0.71%	\$ 5,160	-\$ 37	\$ 5,123	\$ 5,565	\$442	8.56%	37,000	0.012%
Huron-Kinloss	57	1,466,294,421	835,787,820	5.5414	-0.67%	1.25%	\$ 104,187	\$ 1,303	\$ 105,490	\$ 114,758	\$9,268	8.90%	90,000	0.103%
Kincardine	100	2,638,084,781	2,638,084,781	17.4908	-0.53%	1.39%	\$ 328,424	\$ 4,561	\$ 332,985	\$ 362,257	\$29,272	8.91%	193,000	0.152%
Minto Town	36	1,138,571,018	409,885,567	2.7176	1.59%	3.55%	\$ 49,958	\$ 1,772	\$ 51,730	\$ 56,271	\$4,541	9.09%	56,000	0.081%
Morris-Turnberry	5	576,923,967	28,846,198	0.1913	-0.13%	1.80%	\$ 3,669	\$ 66	\$ 3,735	\$ 4,184	\$449	12.25%	41,000	0.011%
Saugeen Shores	100	3,173,146,937	3,173,146,937	21.0384	0.44%	2.38%	\$ 391,214	\$ 9,308	\$ 400,522	\$ 435,734	\$35,212	9.00%	180,000	0.196%
South Bruce	99	737,783,088	730,405,257	4.8427	1.04%	2.99%	\$ 89,508	\$ 2,681	\$ 92,189	\$ 100,286	\$8,098	9.05%	51,000	0.159%
Southgate	94	1,095,001,488	1,029,301,399	6.8244	0.49%	2.43%	\$ 126,839	\$ 3,078	\$ 129,917	\$ 141,332	\$11,415	9.00%	130,000	0.088%
Wellington North	33	1,801,568,972	594,517,761	3.9417	-0.52%	1.40%	\$ 73,997	\$ 1,039	\$ 75,036	\$ 81,626	\$6,590	8.91%	52,000	0.127%
West Grey	100	1,828,355,239	1,828,355,239	12.1222	0.02%	1.95%	\$ 226,370	\$ 4,409	\$ 230,779	\$ 251,064	\$20,285	8.96%	110,000	0.184%
			15,082,665,578	100.00		1.93%	\$ 1,867,766	\$ 36,038	\$ 1,903,804	\$ 2,071,216	\$167,412	8.96%		

Community Relations

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	25,210	60,500	62,000	72,500	10,500
Staff Benefits	433	3,300	5,400	5,200	- 200
Staff Benefits - Merchs & Omers	4,992	12,550	13,200	15,500	2,300
Staff Travel	187	250	6,000	3,000	- 3,000
Staff Development	-	450	600	2,000	1,400
Staff Uniforms	530	530	500	300	- 200
Office Expense	1,148	2,200	2,000	2,000	-
Telephone	317	700	700	700	-
Marketing	269	7,000	4,000	10,000	6,000
Subscriptions	931	2,500	500	3,000	2,500
Printing	-	-	1,500	-	- 1,500
Program Supplies	2,259	2,500	1,500	1,500	-
Administration Overhead	2,341	4,400	4,400	4,400	-
Staff Recognition	-	1,000	1,000	2,000	1,000
Web Page	-	7,000	6,000	10,000	4,000
Publication	1,725	1,725	7,000	-	- 7,000
Revenues					
General Levy	58,150	116,300	116,300	132,100	15,800

Total Expenses	40,342	106,605	116,300	132,100	
Total Revenues	58,150	116,300	116,300	132,100	
Net	17,808	9,695	-	-	

Education

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	16,357	43,500	43,500	38,500	- 5,000
Staff Benefits	2,693	5,380	5,400	4,600	- 800
Staff Benefits - Merchs & Omers	7,514	14,550	14,800	13,400	- 1,400
Staff Travel	1,291	2,500	1,700	2,000	300
Staff Development	-	250	300	300	-
Staff Uniforms	-	250	250	250	-
Office Expense	282	500	700	500	- 200
Telephone	305	800	800	600	- 200
Printing	-	50	150	50	- 100
Program Supplies	315	1,000	1,700	1,500	- 200
Administration Overhead	2,341	4,400	4,400	3,800	- 600
Equipment Rental	-	-	200	-	- 200
Floodwaters & You	-	-	4,500	4,000	- 500
Deer Program	13,007	18,000	18,000	19,000	1,000
Wren Program	1,686	4,200	3,750	4,250	500
Summer Program	-	4,600	2,300	4,800	2,500
March Break Program	-	-	600	600	-
Earth Week Program	2,550	2,550	2,500	2,700	200
Revenues					
General Levy	33,275	66,550	66,550	53,650	- 12,900
Donations	-	7,000	7,000	7,000	-
Deer Program (Bruce Power)	27,676	27,676	21,400	24,600	3,200
Wren Program (Education)	3,923	5,500	4,500	6,000	1,500
Summer Programs	-	5,835	3,100	6,300	3,200
Earth Week Program	3,000	3,000	3,000	3,000	-
Miscellaneous	275	275	-	300	300

Total Expenses	48,341	102,530	105,550	100,850
Total Revenues	68,149	115,836	105,550	100,850
Net	19,807	13,306	-	(0)

GIS & IT

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	35,935	78,075	78,000	84,200	6,200
Staff Benefits	2,770	5,450	5,500	5,400	- 100
Staff Benefits - Mercs & Omers	8,712	16,700	16,800	17,300	500
Staff Travel	104	1,000	1,000	1,000	-
Staff Development	-	1,000	1,000	1,000	-
Staff Uniforms	309	300	300	300	-
Office Expense	136	250	250	300	50
Telephone	331	625	625	700	75
It Hardware & Software Licensing	45,667	50,000	26,000	34,000	8,000
Administration Overhead	2,341	4,400	4,400	4,400	-
Consultant Fees	19,538	28,000	28,000	30,000	2,000
Reserve Payment (Ortho)	500	1,000	1,000	1,000	-
Revenues		-			
General Levy	76,437	152,875	152,875	169,600	16,725
Reserves	30,090	30,090	10,000	10,000	-
Miscellaneous	61	100	-	-	-

Total Expenses	116,342	186,800	162,875	179,600	
Total Revenues	106,588	183,065	162,875	179,600	
Net	(9,754)	(3,735)	-	-	

Administration

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	161,366	353,100	352,000	376,000	24,000
Staff Benefits	12,000	23,800	21,000	23,400	2,400
Staff Benefits - Mercs & Omers	41,767	76,600	77,000	80,000	3,000
Staff Travel	1,839	6,500	10,000	10,000	-
Staff Development	143	2,000	2,000	6,000	4,000
Staff Uniforms	1,968	2,000	500	600	100
Office Expense	7,113	12,000	8,000	12,000	4,000
Telephone	7,301	14,600	11,500	15,000	3,500
Utilities	8,542	18,000	18,000	18,000	-
Marketing	246	500	500	500	-
Insurance	19,410	38,000	26,000	38,000	12,000
Health & Safety	7,499	20,000	20,000	20,000	-
Legal Fees	-	5,000	1,000	5,000	4,000
Audit Fees	-	11,500	11,500	11,500	-
Bank Sc & Interest	805	1,200	1,000	1,200	200
Building Maintenance	31,075	52,000	58,000	95,000	37,000
Office Equipment Purchases	-	-	1,000	2,000	1,000
Property Taxes	3,872	8,000	8,000	8,000	-
Board Of Director Per Diem	8,839	18,000	20,000	18,000	- 2,000
Board Of Director Expenses	337	2,000	6,000	5,000	- 1,000
Conservation Ontario	27,481	30,000	30,000	30,000	-
Donations & Gifts	1,299	1,500	1,000	3,000	2,000
Consultant Fees	3,791	4,000	2,000	4,000	2,000
Resource Centre Expenses	2,682	4,000	4,000	4,000	-
Administration Overhead	- 40,966	- 77,700	- 77,700	- 77,700	-
Revenues					
General Levy	263,150	526,300	526,300	458,500	- 67,800
Reserves	-	29,000	31,000	60,000	29,000
Bank Interest	3,822	80,000	50,000	130,000	80,000
Miscellaneous	236	5,000	5,000	60,000	55,000

Total Expenses	308,406	626,600	612,300	708,500	
Total Revenues	267,208	640,300	612,300	708,500	
Net	(41,198)	13,700	-	-	

Environmental Planning & Regulations

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	322,595	703,600	705,000	800,000	95,000
Staff Benefits	22,197	43,000	43,000	51,000	8,000
Staff Benefits - Mercs & Omers	77,287	154,200	152,000	170,000	18,000
Staff Travel	11,416	23,000	25,000	25,000	-
Staff Development	1,273	2,600	5,000	10,000	5,000
Staff Uniforms	3,562	4,000	4,000	4,000	-
Office Expense	9,322	10,000	12,500	12,500	-
Telephone	3,303	7,000	7,800	7,800	-
Marketing	227	2,000	4,000	17,000	13,000
Legal Fees	-	5,000	20,000	10,000	- 10,000
Planning Supplies	998	1,000	1,500	1,500	-
Administration Overhead	22,239	44,500	40,000	44,500	4,500
Consultant Fees	500	50,000	40,000	30,000	- 10,000
Reserve Payment (Ortho)	500	1,000	1,000	1,000	-
Revenues					
General Levy	171,400	342,800	342,800	441,300	98,500
Reserves	-	55,000	60,000	40,000	- 20,000
Plan Services	46,521	108,100	150,000	170,000	20,000
Legal Inquiries	9,032	18,100	27,000	27,000	-
Regulations Applications	135,426	291,000	310,000	330,000	20,000
Maps	-	-	1,000	1,000	-
Stormwater Management	6,125	30,000	45,000	45,000	-
Specific Property Inquiry Fee	58,078	116,200	125,000	130,000	5,000
Total Expenses	475,418	1,050,900	1,060,800	1,184,300	
Total Revenues	426,582	961,200	1,060,800	1,184,300	
Net	(48,836)	(89,700)	-	-	

Forestry & Stewardship

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Expenses					
Salaries - Regular	63,495	151,500	157,000	175,000	18,000
Staff Benefits	5,447	12,650	16,500	14,000	- 2,500
Staff Benefits - Merchs & Omers	14,714	33,000	34,000	37,450	3,450
Staff Travel	9,206	29,000	29,000	29,000	-
Staff Development	1,010	15,000	15,000	15,000	-
Staff Uniforms	700	2,000	2,000	2,000	-
Office Expense	556	5,000	5,000	5,000	-
Telephone	600	2,500	2,500	2,500	-
Marketing	980	2,000	2,000	2,000	-
Forestry Supplies	416	7,000	7,000	7,000	-
Equipment Purchase	142	7,000	7,000	7,000	-
Forestry Works	-	5,000	5,000	5,000	-
Property Taxes	20,869	35,000	35,000	35,000	-
Signs	-	1,000	1,000	5,000	4,000
Administration Overhead	3,511	9,000	9,000	9,000	-
Equipment Rental	1,407	3,500	3,500	3,500	-
Stewardship Services	-	15,000	15,000	15,000	-
Reserve Payment (Ortho)	500	1,000	1,000	1,000	-
Forestry Displays	-	1,000	1,000	1,000	-
Nursery Stock Purchases	59,643	100,000	100,000	100,000	-
Landscape Stock Purchase	-	6,000	6,000	6,000	-
Arbour Day Purchases	-	20,000	20,000	20,000	-
Spraying Expense	265	1,000	1,000	1,000	-
Revenues					
General Levy	14,250	28,500	28,500	79,450	50,950
Donations	201	200	-	-	-
Reserves	29,000	73,000	73,000	44,000	- 29,000
Forest Products	-	180,000	180,000	180,000	-
Tree Planting	-	30,000	30,000	30,000	-
Nursery Stock	30,728	100,000	100,000	100,000	-

Forestry & Stewardship

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Mftip	6,761	12,000	12,000	12,000	-
Marking & Pruning	2,740	3,000	2,000	3,000	1,000
Landscape Stock	161	13,000	13,000	13,000	-
Spraying	1,160	10,000	10,000	10,000	-
Arbour Day Sales	13,698	23,000	23,000	23,000	-
Miscellaneous	1,677	3,000	3,000	3,000	-

Total Expenses	183,463	464,150	474,500	497,450	
Total Revenues	100,377	475,700	474,500	497,450	
Net	(83,086)	11,550	-	-	

Non-Revenue Parks & Land Management

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	55,141	180,500	174,000	217,000	43,000
Staff Benefits	5,867	11,400	11,000	12,000	1,000
Staff Benefits - Mercs & Omers	13,399	38,500	34,400	45,300	10,900
Staff Travel	5,652	15,000	15,000	15,000	-
Staff Development	819	2,000	2,000	2,000	-
Staff Uniforms	3,066	4,500	1,500	1,500	-
Office Expense	2,614	4,000	1,000	1,000	-
Telephone	1,795	4,500	4,500	4,500	-
Utilities	7,801	18,000	18,000	18,000	-
Advertising	91	1,000	1,000	1,000	-
Insurance	9,620	14,000	14,000	14,000	-
Park Repairs & Maintenance	13,166	85,000	85,000	75,000	- 10,000
Hazard Trees	13,059	25,000	15,000	20,000	5,000
Park Supplies	3,713	6,000	6,000	6,000	-
Water Sampling Costs	407	1,500	1,500	1,500	-
Property Taxes	4,002	9,000	9,000	9,000	-
Park Signage	305	1,500	1,500	5,000	3,500
Administration Overhead	1,170	2,100	2,100	2,100	-
Equipment Rental	3,578	7,000	7,000	7,000	-
Durham Day Use Water	342	1,500	1,500	1,500	-
Shop Supplies	800	2,500	2,500	2,500	-
Small Tools	183	1,000	1,000	3,000	2,000
Revenues					
General Levy	164,250	328,500	328,500	372,900	44,400
Reserves	-	-	60,000	70,000	10,000
Rental Revenue	2,874	12,000	12,000	12,000	
Donations	984	1,000	-	1,000	1,000
Admission Non Revenue Parks	2,906	7,000	7,000	7,000	-
Summer Career Grant	-	14,520	-	-	-
Miscellaneous	611	61,000	1,000	1,000	-

Total Expenses	146,592	435,500	408,500	463,900	
Total Revenues	171,626	424,020	408,500	463,900	
Net	25,034	(11,480)	-	-	

Motor Pool

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	18,475	25,000	17,000	20,000	3,000
Staff Benefits - Merchs & Omers	4,154	5,400	3,500	4,500	1,000
Equipment Purchase	-	23,000	23,000	7,500	- 15,500
Vehicle Fuel	20,491	42,500	35,000	40,000	5,000
Equipment Fuel	2,577	5,500	5,500	5,500	-
Vehicle Repairs & Maintenance	6,462	12,500	12,500	12,500	-
Equipment Repairs & Maintenanc	6,275	10,000	10,000	10,000	-
Office Equipment Rep & Maint	3,580	8,000	8,000	8,000	-
Licences & Insurance	6,396	13,000	13,000	13,000	-
Vehicle Purchase	-	55,000	40,000	60,000	20,000
Revenues					
Reserves	-	55,000	40,000	40,000	-
Vehicle Rental	39,251	90,000	135,000	120,000	- 15,000
Equipment Rental	6,270	15,000	20,000	18,000	- 2,000
Office Equipment Rental	5,881	12,000	12,000	12,000	-
Sale Of Motor Pool Assets	-	-	-	-	-
Miscellaneous	-	-	-	-	-

Total Expenses	68,411	199,900	167,500	181,000	
Total Revenues	51,402	172,000	207,000	190,000	
Net	(17,009)	(27,900)	39,500	9,000	

Brucedale CA

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	4,929	9,000	9,000	9,600	600
Salaries - Contract	5,400	16,800	16,800	17,430	630
Salaries - Seasonal	825	3,500	3,000	3,500	500
Staff Benefits - Mercs & Omers	2,073	3,000	2,800	3,500	700
Staff Travel	502	1,200	1,200	1,200	-
Staff Uniforms	332	350	250	250	-
Office Expense	1,815	5,000	5,000	5,000	-
Telephone	724	2,600	2,600	2,600	-
Utilities	3,979	13,000	13,000	13,000	-
Marketing	22	300	300	300	-
Insurance	1,487	2,000	2,000	2,000	-
Printing	-	250	250	250	-
Park Repairs & Maintenance	3,831	15,000	10,000	20,000	10,000
Hazard Trees	-	20,000	20,000	120,000	100,000
Park Supplies	1,815	2,000	2,000	2,000	-
Water Sampling Costs	193	500	500	500	-
Equipment Purchase	-	3,000	1,500	1,500	-
Property Taxes	1,441	3,000	3,000	3,000	-
Wood Purchases	528	1,000	1,000	1,000	-
Ice Purchases	119	500	500	500	-
Park Signage	85	1,500	1,500	5,000	3,500
Fuel Expense	117	300	300	300	-
Equipment Rental	54	250	250	250	-
Equipment Maintenance	-	500	500	500	-
Reserve Repayment	-	4,000	4,000	4,000	-
Revenues					
Reserves	-	-	-	120,000	120,000
Seasonal Camping	92,810	97,200	97,200	105,000	7,800
Daily Camping	10,600	15,000	3,000	15,000	12,000
Trailer Storage	-	8,000	8,000	9,000	1,000
Wood Sales	210	1,200	1,200	1,500	300
Reservation Fee	757	1,200	300	1,300	1,000
Entry & Vehicle Fees	-	300	300	300	-
Store Revenue	25	500	500	500	-
Miscellaneous	175	200	-	-	-
Total Expenses	30,273	108,550	101,250	217,180	
Total Revenues	104,576	123,600	110,500	252,600	
Net	74,303	15,050	9,250	35,420	

Durham CA

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Expenses					
Salaries - Regular	26,047	68,000	68,000	76,500	8,500
Salaries - Contract	15,873	53,000	30,000	36,100	6,100
Salaries - Seasonal	9,812	36,000	45,000	50,000	5,000
Staff Benefits	2,757	5,500	5,500	8,300	2,800
Staff Benefits - Mercs & Omers	11,312	26,000	26,000	29,800	3,800
Staff Travel	261	1,500	1,500	1,500	-
Staff Development	-	2,000	2,000	2,000	-
Staff Uniforms	2,202	2,500	900	1,500	600
Office Expense	6,995	10,000	10,000	10,000	-
Telephone	1,859	6,000	6,000	6,000	-
Utilities	12,790	35,000	33,000	35,000	2,000
Marketing	79	750	500	1,000	500
Insurance	4,781	7,000	7,000	7,000	-
Printing	-	1,000	1,000	1,000	-
Park Repairs & Maintenance	15,870	38,000	23,000	27,000	4,000
Hazard Trees	-	10,000	-	10,000	10,000
Park Supplies	2,686	5,000	5,000	5,000	-
Water Sampling Costs	268	600	600	600	-
Equipment Purchase	-	1,500	1,500	25,000	23,500
Property Taxes	1,812	4,000	3,800	4,000	200
Wood Purchases	9,229	13,000	7,000	13,000	6,000
Store Purchases	2,952	4,000	3,000	4,000	1,000
Park Signage	305	5,000	5,000	5,000	-
Fuel Expense	4,109	8,000	4,000	8,000	4,000
Equipment Rental	-	500	500	500	-
Equipment Maintenance	1,709	2,500	2,500	2,500	-
Vehicle Maintenance	-	7,000	7,000	7,000	-
Reserve Repayment	-	5,000	5,000	5,000	-
Revenues					
Reserves	-	15,000	-	35,000	35,000

Durham CA

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Rentals	956	2,000	2,000	2,000	-
Donations	75	75	-	-	-
Seasonal Camping	187,608	196,000	196,000	218,000	22,000
Daily Camping	39,856	70,000	62,000	75,000	13,000
Group Camping	3,228	5,000	3,000	5,000	2,000
Trailer Storage	- 186	14,200	14,200	16,000	1,800
Wood Sales	2,704	8,500	8,500	8,500	-
Reservation Fee	4,415	9,000	7,000	9,700	2,700
Entry & Vehicle Fees	1,421	3,500	3,500	3,800	300
Store Revenues	1,640	5,500	5,500	5,500	-
Summer Career Grant	-	24,300	-	-	-
Card Reader Deposits	675	1,000	5,000	-	- 5,000
Miscellaneous	1,670	5,000	5,000	5,000	-

Total Expenses**133,706****358,350****304,300****382,300****Total Revenues****244,063****359,075****311,700****383,500****Net****110,357****725****7,400****1,200**

Sageen Bluffs CA

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Expenses					
Salaries - Regular	24,620	66,500	68,500	71,000	2,500
Salaries - Contract	9,898	32,000	29,000	38,000	9,000
Salaries - Seasonal	20,400	58,000	57,500	60,000	2,500
Staff Benefits - Mercs & Omers	9,628	20,000	20,000	22,500	2,500
Staff Travel	228	1,500	1,500	1,500	-
Staff Development	805	1,500	1,500	2,000	500
Staff Uniforms	1,967	2,000	1,000	1,500	500
Office Expense	7,183	10,000	10,000	10,000	-
Telephone	2,615	8,000	14,000	8,000	- 6,000
Utilities	16,252	40,000	38,000	40,000	2,000
Marketing	519	750	500	1,000	500
Insurance	5,543	10,000	7,400	11,000	3,600
Printing	-	1,000	1,000	1,000	-
Park Repairs & Maintenance	24,386	78,000	78,000	78,000	-
Hazard Trees	-	20,000	20,000	190,000	170,000
Park Supplies	4,316	6,000	5,000	6,000	1,000
Water Sampling Costs	440	1,400	1,500	1,500	-
Equipment Purchase	-	3,000	3,000	3,000	-
Property Taxes	2,002	4,500	4,500	4,500	-
Wood Purchases	8,828	12,000	7,000	12,000	5,000
Store Purchases	7,113	11,000	1,500	8,000	6,500
Horse Campground	-	5,000	-	-	-
Park Signage	290	5,000	5,000	10,000	5,000
Fuel Expense	3,698	7,000	6,000	7,000	1,000
Equipment Rental	24	1,000	1,000	1,000	-
Equipment Maintenance	2,576	3,000	2,500	2,500	-
Vehicle Maintenance	80	5,000	5,000	5,000	-
Reserve Repayment	-	4,000	4,000	4,000	-
Revenues					
Reserves	-	14,955	25,000	190,000	165,000
Rentals	902	1,500	1,400	1,500	100
Seasonal Camping	181,080	185,000	158,500	199,800	41,300

Sageen Bluffs CA

	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Horse Camping	12,360	21,000	21,000	22,000	1,000
Trailer/Bunkie Use	5,600	10,000	10,000	10,000	-
Daily Camping	76,938	124,200	124,200	125,000	800
Group Camping	157	5,000	5,000	5,000	-
Trailer Storage	-	14,000	10,800	15,500	4,700
Wood Sales	3,851	14,000	7,500	14,000	6,500
Reservation Fee	10,279	20,000	22,000	24,000	2,000
Entry & Vehicle Fees	1,064	2,000	2,000	2,200	200
Laundromat	77	500	500	500	-
Store Revenues	3,877	14,000	2,000	15,000	13,000
Summer Career Grant	-	14,520	-	-	-
Card Reader Deposits	3,500	5,000	-	-	-
Miscellaneous	2,226	41,000	6,000	6,000	-
Total Expenses	153,411	417,150	393,900	600,000	
Total Revenues	301,909	486,675	395,900	630,500	
Net	148,498	69,525	2,000	30,500	

Water Quality

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	30,567	61,000	58,000	83,700	25,700
Staff Benefits	2,632	5,360	5,300	5,400	100
Staff Benefits - Merchs & Omers	6,886	13,000	12,500	17,900	5,400
Staff Travel	1,421	4,500	6,500	7,500	1,000
Staff Development	-	500	1,200	1,200	-
Staff Uniforms	413	415	300	300	-
Office Expense	506	600	300	500	200
Telephone	306	615	650	650	-
Program Supplies	1,540	1,750	1,200	1,200	-
Administration Overhead	2,341	4,700	4,400	4,400	-
Software Licensing/Hosting	-	2,500	2,500	-	- 2,500
Groundwater	943	1,800	1,800	1,800	-
Surface Water	10,867	17,000	14,000	18,000	4,000
Benthic Monitoring	459	5,650	1,000	6,500	5,500
Revenues					
General Levy	54,825	109,650	109,650	124,155	14,505
Reserves	-		-	24,895	24,895

Total Expenses	58,881	119,390	109,650	149,050	
Total Revenues	54,825	109,650	109,650	149,050	
Net	(4,056)	(9,740)	-	(0)	

Flood Forecasting & Warning

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	40,361	98,200	123,000	152,700	29,700
Staff Benefits	2,962	6,850	9,000	9,900	900
Staff Benefits - Merchs & Omers	9,629	21,600	26,700	32,300	5,600
Staff Travel	4,601	9,200	9,500	12,000	2,500
Staff Development	589	1,000	1,000	3,500	2,500
Staff Uniforms	674	675	300	600	300
Office Expense	78	300	300	500	200
Telephone	8,031	16,200	16,500	16,500	-
Utilities	2,283	4,600	4,800	4,800	-
Marketing	38	150	-	400	400
Insurance	556	1,200	1,000	1,200	200
Program Supplies	79	500	500	1,000	500
Equipment Purchase & Maintenance	-	11,000	11,000	25,000	14,000
Administration Overhead	2,341	4,400	4,400	4,400	-
Software Licensing/Hosting	3,500	8,000	8,000	10,000	2,000
Reserve Payment (Ortho & Software)	500	1,000	1,000	1,000	-
Revenues					
General Levy	67,025	134,050	134,050	167,905	33,855
Mnrf Grant	40,700	81,400	81,400	81,400	-
Reserves	433	900	850	25,795	24,945
Streamgauge Maintenance	101	400	400	400	-
Miscellaneous	-	300	300	300	-

Total Expenses	76,223	184,875	217,000	275,800	
Total Revenues	108,260	217,050	217,000	275,800	
Net	32,037	32,175	-	(0)	

Water Resources Management

Expenses	Balance June 2022	YE Projection	Budget 2022	Budget 2023	Difference
Salaries	10,425	28,825	35,000	58,400	23,400
Staff Benefits	1,837	4,200	2,300	9,150	6,850
Staff Benefits - Mercs & Omers	2,732	21,000	7,000	12,300	5,300
Staff Travel	3,101	7,500	8,000	10,000	2,000
Staff Development	-	500	1,000	2,000	1,000
Staff Uniforms	237	250	500	600	100
Office Expense	960	1,000	1,000	1,000	-
Telephone	116	700	1,000	1,400	400
Marketing	35	150	-	400	400
Insurance	524	1,100	750	1,200	450
Program Supplies	-	-	-	500	500
Signage	-	-	-	3,000	3,000
Administration Overhead	2,341	4,400	4,400	4,400	-
Consultant Fees	-	35,000	-	25,000	25,000
Durham Ice Management	10,732	14,000	10,000	15,000	5,000
Durham Lower Dam	3,438	6,500	6,500	6,500	-
Durham Middle Dam	7,745	15,000	12,000	15,000	3,000
Durham Upper Dam	4,638	12,000	15,000	18,000	3,000
Inverhuron Flood Control	960	2,500	4,000	10,000	6,000
Kincardine Projects	124	500	4,000	2,500	- 1,500
Neustadt Flood Control	449	4,000	6,000	7,500	1,500
Paisley Dyke	14,066	28,000	28,000	32,000	4,000
Pinkerton Dyke	138	300	800	500	- 300
Southampton Erosion Control	-	2,200	2,500	5,000	2,500
Walkerton Dykes	5,900	10,000	18,000	15,000	- 3,000
Mount Forest Dam Maintenance	-	400	400	400	-
Revenues					
General Levy	31,121	61,624	62,241	71,656	9,415
Special Levy	46,680	94,236	93,361	108,624	15,263
Reserves	7,230	41,365	12,548	76,470	63,922
Miscellaneous	2,800	2,800	-	-	-

Total Expenses	70,498	200,025	168,150	256,750	
Total Revenues	87,831	200,025	168,150	256,750	
Net	17,333	-	-	0	



Saugeen Valley Conservation
Authority
2023 Draft Reserve
Schedule

Presented: September 15, 2022

**Saugeen Valley Conservation Authority
Statement of Reserves
For 2023 Budget Deliberations**

Reserve	Balance	Projected Balance	Proposed Budget	Projected Balance
	June 30, 2022	Dec 31, 2022	2023	Dec 31, 2023
Agricultural Lands	41,368	51,168	(15,600)	35,568
Computer Upgrades	40,832	40,832	(10,000)	30,832
Environmental Planning	58,118	37,118	(30,000)	7,118
Forest Management	252,646	264,196	-	264,196
House Repairs	42,108	42,108	-	42,108
Kincardine Maintenance	135,960	137,065	(19,875)	117,190
Land Management	111,161	111,161	(70,000)	41,161
Legal Fees	51,174	41,174	(10,000)	31,174
LTD/OMERS/Benefits	21,548	21,548	-	21,548
Office Building & Equipment	40,293	25,293	(25,000)	293
Ortho Imagery/FW Software	22,142	24,142	4,000	28,142
Property Acquisition	168,010	168,010	-	168,010
Resource Centre	4,884	4,884	-	4,884
Retiree Benefits	28,954	27,304	(3,300)	24,004
Saugeen Parks	722,678	768,023	(252,880)	515,143
Insurance Deductible	27,645	27,645	-	27,645
Short Term Disability	31,741	31,741	-	31,741
Stewardship	84,591	40,591	(40,000)	591
Vehicle Replacement	52,965	50,965	(18,000)	32,965
Water Management	130,361	430,361	(78,985)	351,376
Wetland Acquisition	58,322	58,322	-	58,322
Working Capital	1,146,767	960,615	(64,000)	896,615
	3,274,266	3,364,264	(633,640)	2,730,624



2023 Budget

September 15, 2022



Contents

- 01** **Introduction**
Guiding Document
- 02** **Corporate Services**
Communication, Education, Finance,
GIS Mapping
- 03** **Environmental Planning
and Regulations**

- 04** **Forestry and Lands**
Forestry and Stewardship, Non-
Revenue Parks, Campgrounds, Motor
Pool
- 05** **Water Resources**
Water Quality, Flood Forecasting and
Warning, Water Quality Maintenance
and Capital Work

01

Introduction



Budget 2023

Guiding Document: *Inventory of Programs and Services*

Required deliverables by December 31, 2024, include:

- Strategy for CA owned or controlled lands
- Development and maintenance of a land inventory
- Develop and implement a core watershed-based resource management strategy
- Develop an Ice Management Plan
- Develop a Water and Erosion Infrastructure Asset Management Plan
- Develop a Water and Erosion Infrastructure Operational Plan

02

Corporate Services



Corporate Services 2022 Activities and Staff



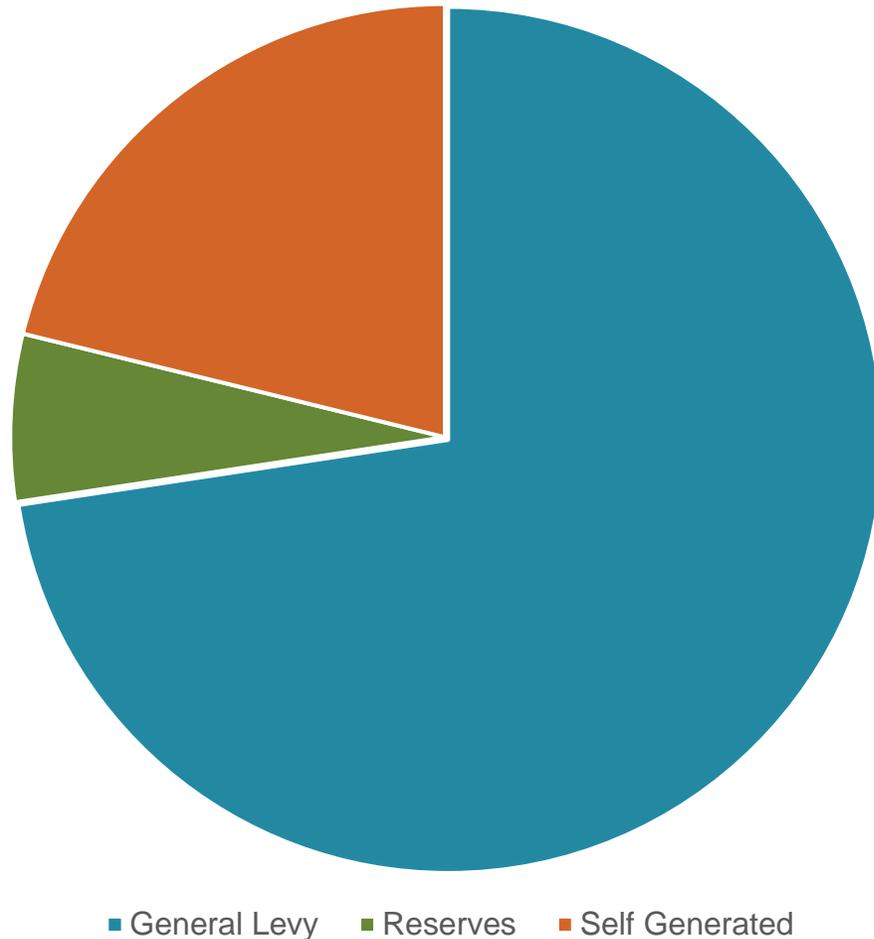
- Six full-time staff
- Successfully filled staff vacancy in Community Relations & hired candidate to replace one retiring staff member in Finance
- In person education programming resumed post Covid-19 restrictions
- Successful migration to new computer server and completed transition to fibre internet
- Initiated new processes for accounts receivable
- Continuing to implement website improvements and new document templates in compliance with AODA
- Improved social media presence to increase public awareness
- Strategic plan development ongoing
- Continued rebranding exercise

Corporate Services 2023 Activities and Staff



- Expand use of accessible documents internally and externally
- Support other departments with improved financial reporting, communications, marketing and education, as well as GIS & IT support
- GIS & IT department will assist with implementation of the Content Management System
- Establish agreements with member municipalities in accordance with CA Act changes
- Policy development including fee policy, electronic monitoring policy, and health and safety policies

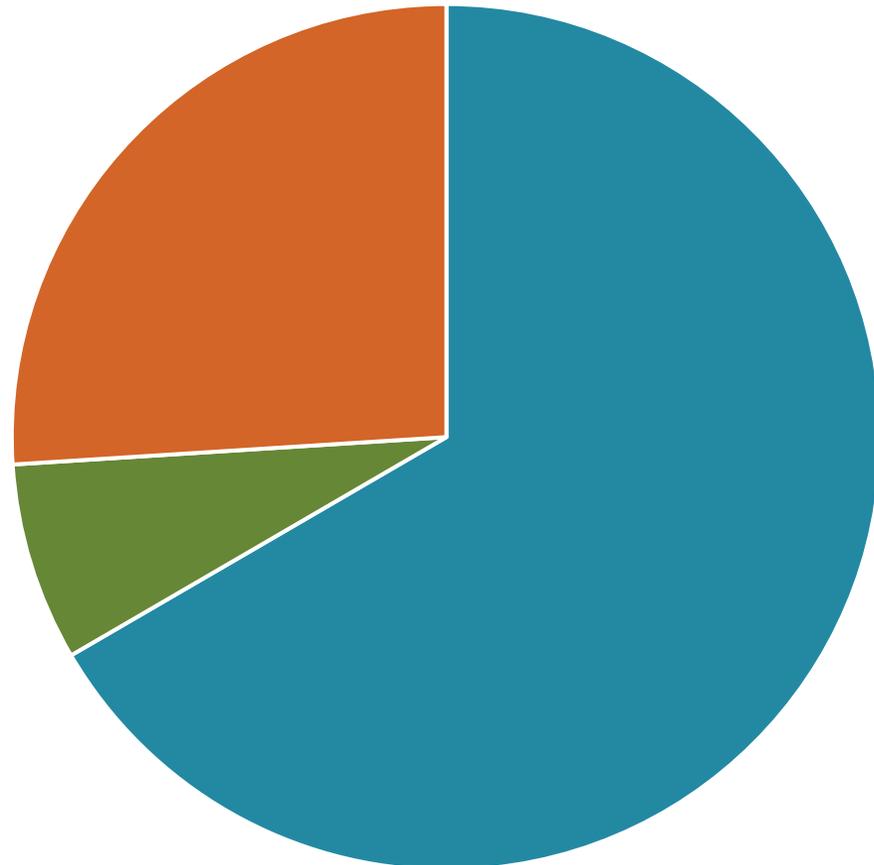
2023 Revenues



Most programs in Corporate Services are funded through General Levy.

In 2023 we expect an increase in self generated revenues due to increased project management fees and improved investment income.

2023 Expenses



■ Salaries & Benefits ■ Office Expenses ■ Program Operations

Expenses for 2023 are comparable to prior years, however, do include increased investment in technology and marketing across Corporate Services.

03

A large, light blue water drop graphic with a white outline, containing a faint illustration of a tree and a river. The text "Environmental Planning and Regulations" is overlaid on the drop in a bold, blue, sans-serif font.

Environmental Planning and Regulations

Planning and Regulations 2022 Activities and Staff



- Eleven full-time staff; nine permanent, one 12-month contract, one parental leave contract
- Additional Environmental Planning Coordinator to meet demand (contract)
- Staff retention has become a challenge
- Relocation of EPR space within the Formosa Administration Office
- 2021's unprecedented, record high number of permit and planning applications continued into 2022
- Updates to Environmental Planning and Regulations Policies Manual
- Continued User Fee review to confirm that the fees for services rendered are appropriate
- Continued work on Violations Strategy
- Continued establishment of updated Planning Service Agreements
- Working to improve EPR correspondence to become AODA compliant and support wider comprehension and understanding of SVCA interests

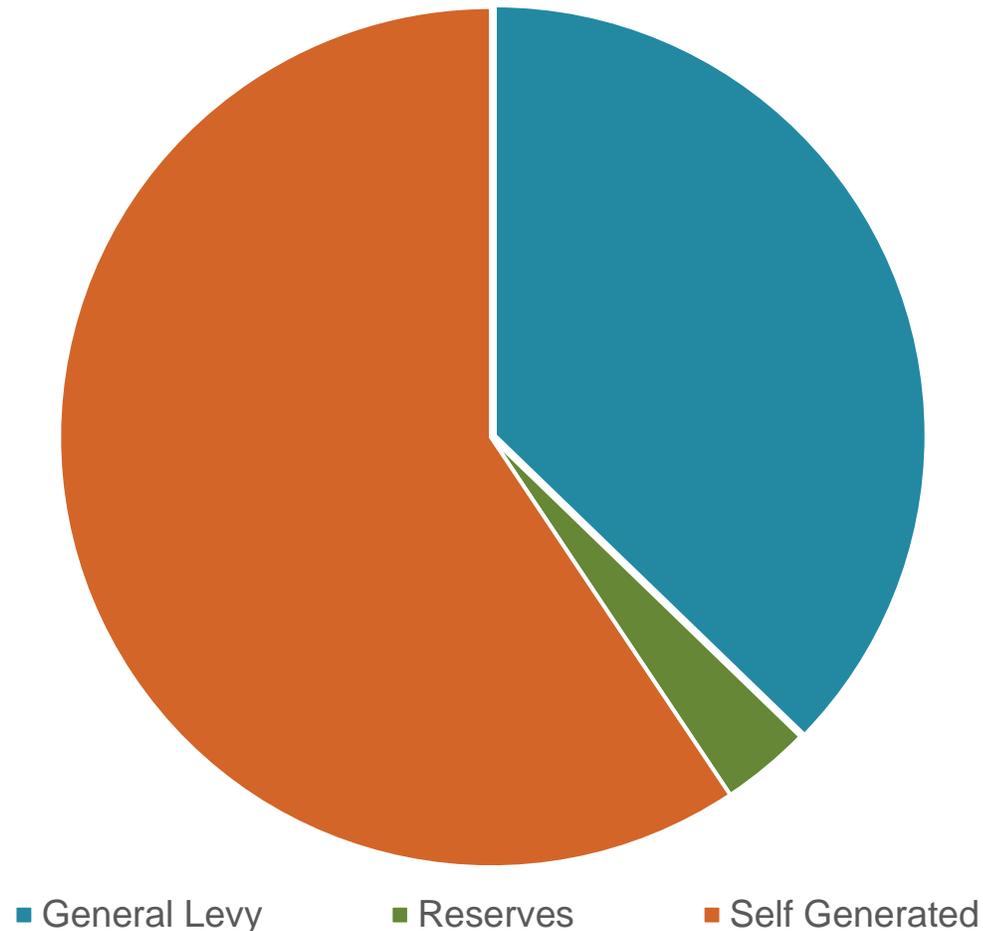
Planning and Regulations 2023 Activities and Staff



- Maintain eleven full-time staff
- Expand use of expert resources within SVCA review
- Support professional development and training of EPR staff to improve employee retention
- Implement findings of User Fee Review
- Design and populate Content Management System
- Complete updates to Environmental Planning and Regulations Policies Manual
- Begin assessment of risks associated with natural hazards, including impact of climate change

Environmental Planning and Regulations priorities for 2023 are departmental organization and professional development to ensure timely and appropriate guidance for clients.

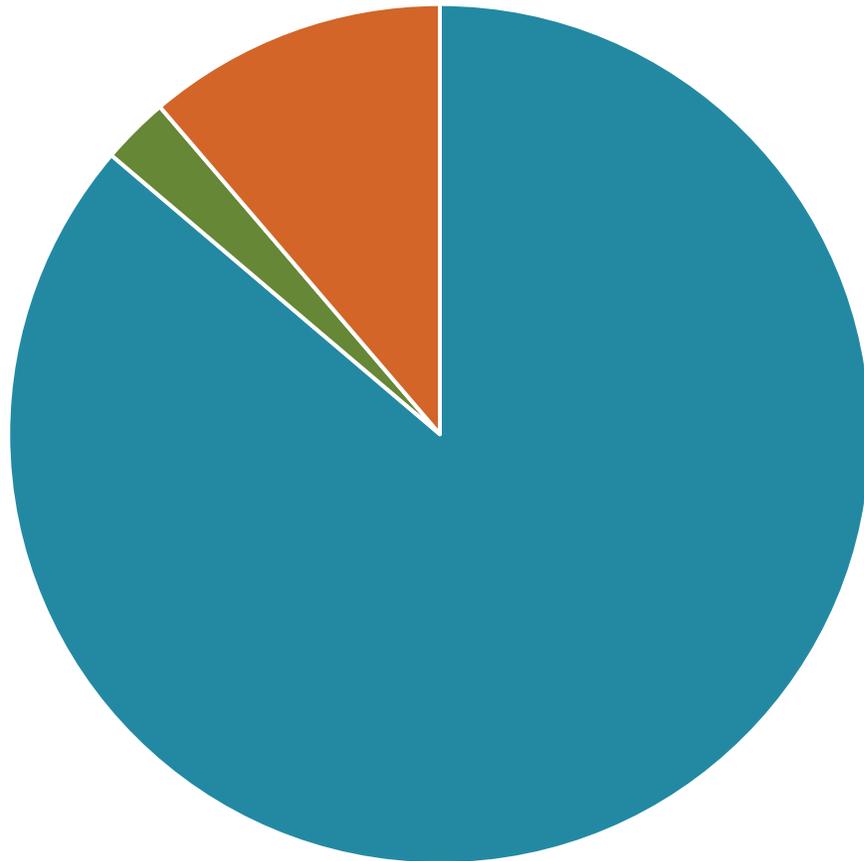
2023 Revenue



Revenues in the Environmental Planning and Regulations department are expected to be consistent with 2022 figures.

The trend in previous years of record high number of permit and planning applications are projected for 2023.

2023 Expenses



■ Salaries & Benefits ■ Consultant Fees ■ Office Expenses

Expenses include eleven full-time staff and additional resources for staff training and development.

A new marketing and education component has been developed to further enhance the knowledge of our watershed municipal staff, professionals who engage with SVCA, and the public with whom we wish to continue building positive relationships.

04

Forestry and Lands



Forestry and Stewardship 2022 Activities and Staff



- Three full-time staff
- Tree planting for private landowners
- Managed Forest Tax Incentive Program Plan Preparation
- Increased demand for private land tree marking and tendering
- Significant increase in large scale landscape stock planting projects in spring and fall
- Management activities and maintenance of CA managed forests

Forestry and Stewardship 2023 Activities and Staff



- Tree and shrub planting for private landowners
- Managed Forest Tax Incentive Program Plan Preparation
- Private land tree marking and tendering
- Management activities and maintenance of CA managed forests

Non-Revenue Parks 2022 Activities and Staff



- Two full-time staff
- Hosted Brad Sprague Fishing Derby
- Continued property and infrastructure maintenance
- Planning for future infrastructure improvements
- Replacement of bridges at Stoney Island

Non-Revenue Parks 2023 Activities and Staff



- Continued updates to aged infrastructure
- Continued maintenance
- Improved signage, parking, facilities
- Enforcement of *Conservation Authorities Act* regarding the use of CA properties
- Progress on CA Act deliverables

Campgrounds 2022 Activities and Staff



- One full-time staff
- Continued improvements to infrastructure
- Installation of controlled entry Saugeen Bluffs
- Increased enforcement of campground rules to ensure camper satisfaction

Campgrounds

2023 Activities and Staff



- Removal of dead and dying ash and other hazard trees, as was forecasted in 2015
- Replacement of one mower
- Continued maintenance of infrastructure
- Improved signage

Motor Pool 2022 Activities and Staff



- Continued maintenance of fleet and equipment
- Ordered and received one of two cars to add to fleet

Motor Pool

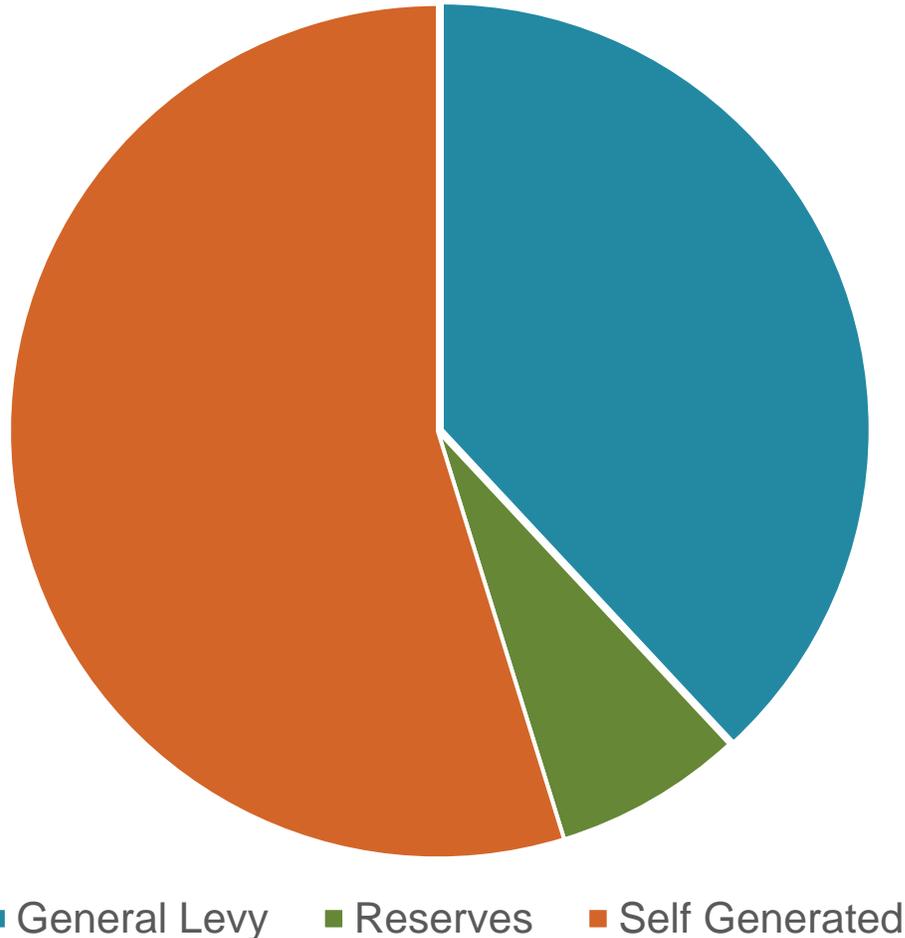
2023 Activities and Staff



- Replace decrepit truck with new 4 x 4 truck
- Continue to maintain aging fleet and plan to secure replacements
- Purchase replacement trimmers

2023 Revenues

Forestry, Stewardship, Lands and Motorpool

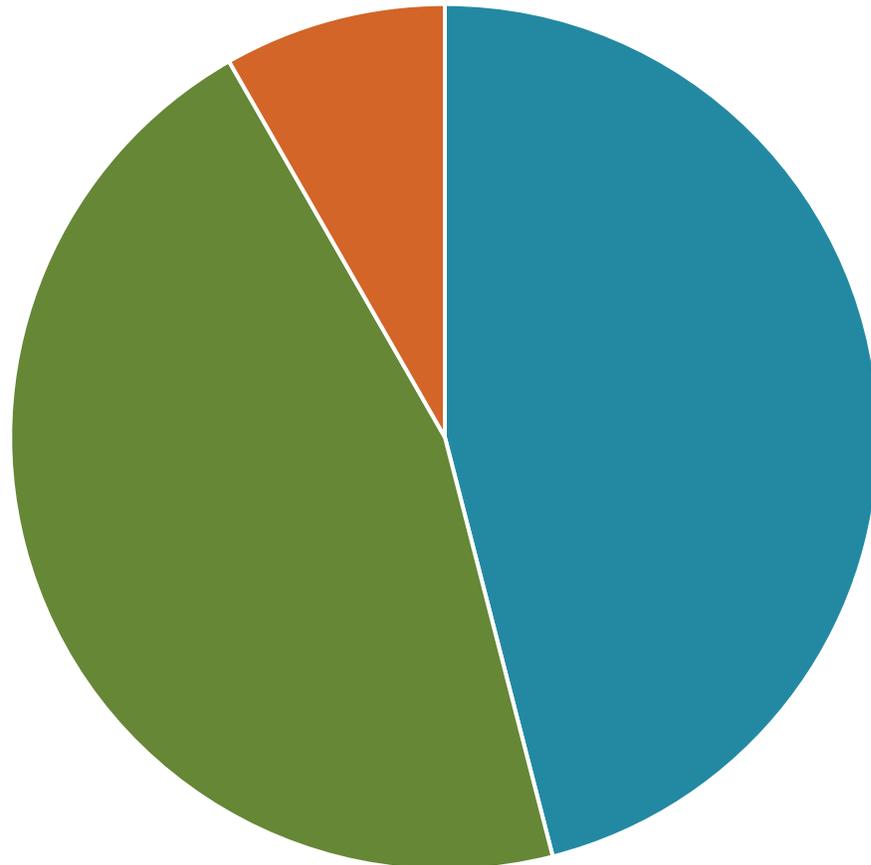


Revenues in these departments are similar to prior years.

Reserve revenues in 2023 will be for the completion of various capital projects.

2023 Expenses

Forestry, Stewardship, Lands and Motorpool

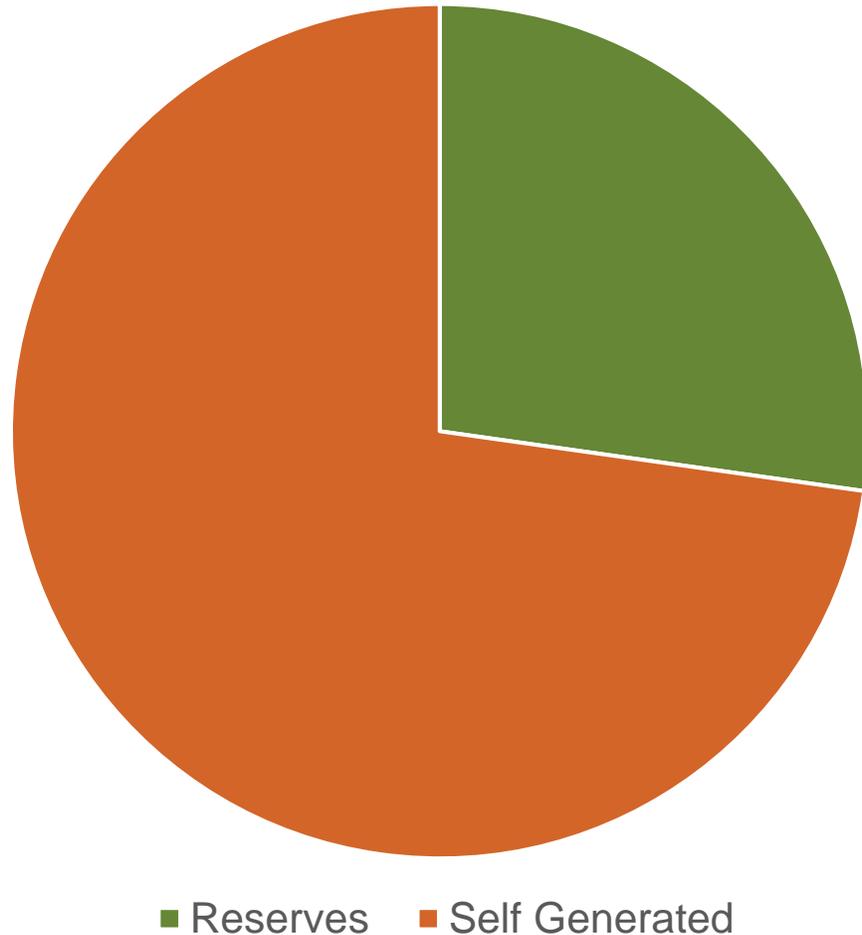


■ Salaries & Benefits ■ Program Operations ■ Office Expenses

Expenses are mostly consistent with prior years. Several capital projects have been completed during 2022.

The 2023 motor pool expenses include the replacement of a truck with those funds being drawn from the motor pool reserve.

2023 Revenues Campgrounds



Revenues will increase during 2023 as a result of the implementation of a new fee schedule. We have also been experiencing an increased interest in our campgrounds due to ongoing improvements to infrastructure and camper satisfaction.

2023 Expenses Campgrounds



■ Salaries & Benefits ■ Program Operations ■ Office Expenses

Expenses in our campgrounds for 2023 are similar to prior years, with the exception of hazard tree removal.

These expenses will be offset by reserve usage. All three campgrounds are projected to have a surpluses at the conclusion of 2022 & 2023 to assist in replenishing these reserves.

05

Water Resources



Water Quality 2022 Activities and Staff



- One full-time staff member
- Preparation of the 2023 Watershed Report Card
- Participation in the Provincial Water Quality Monitoring Network, the Provincial Groundwater Monitoring Network, and the Ontario Benthos Biomonitoring Network
- Participate in Healthy Lake Huron partnership (Ripley station)
- Continue annual water temperature monitoring upstream and downstream of dam removal sites through partnership with local engineering firm

Water Quality 2023 Activities and Staff



- One full-time staff member
- Issuance of the 2023 Watershed Report Card
- Participation in the Provincial Water Quality Monitoring Network, the Provincial Groundwater Monitoring Network, and the Ontario Benthos Biomonitoring Network
- Participate in Healthy Lake Huron partnership (Ripley station)
- Continue annual water temperature monitoring upstream and downstream of dam removal sites through partnership with local engineering firm
- Assist with the preparation of the SVCA annual report

Flood Forecasting and Warning 2022/23 Activities and Staff



2022

- One full-time staff member
- Monthly maintenance of stream gauges and annual calibration of precipitation gauges
- Issuance of flood messages and participation in flood monitoring, low water response, and snow survey programs
- Daily monitoring of weather forecasts, stream response, precipitation, etc.
- Completion of stream gauge inventory

2023

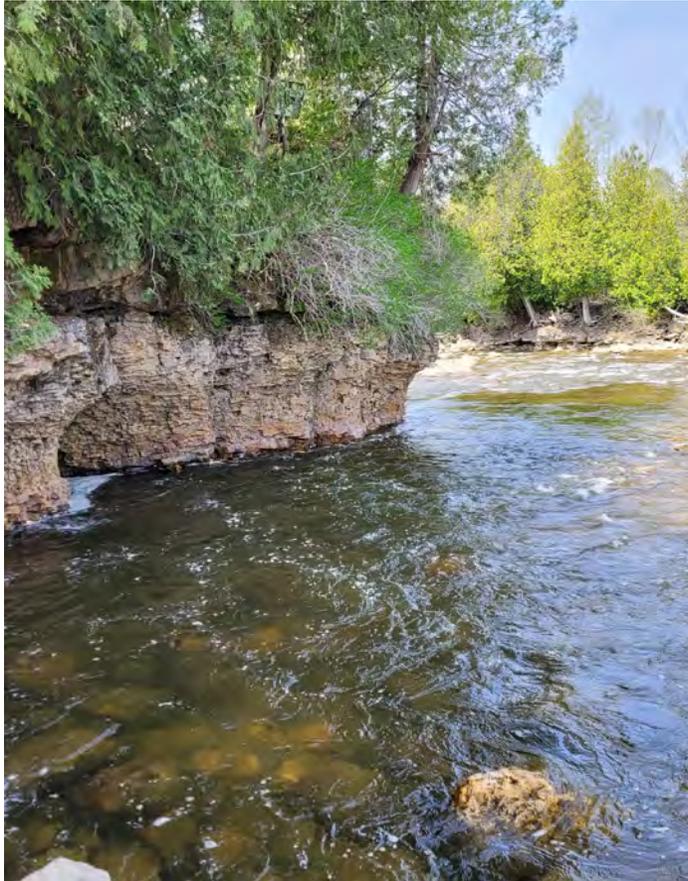
- One full-time staff member
- Monthly maintenance of stream gauges and annual calibration of precipitation gauges
- Issuance of flood messages and participation in flood monitoring, low water response, and snow survey programs
- Daily monitoring of weather forecasts, stream response, precipitation, etc.
- On-site review of flood prone areas to assess potential risk under various rainfall events
- Finalize working capital plan for hydrometric network
- Purchase and install new stream gauge equipment for Aberdeen and Greenock stations
- Review and assess need for updating rating curves for SVCA owned stations

Water Maintenance and Capital Work 2022 Activities and Staff



- One full-time staff member and one student (under Canada Summer Jobs program)
- Ongoing development of a data management system
- Issuance of RFP and completion of 2022 annual inspections of SVCA flood and erosion control projects (inspections in September with reports due in December)
- Draft dam safety review plans for Durham Upper and Lower Dams
- Ongoing maintenance and operation of flood and erosion control projects
- Coordination with engineers on the following construction projects: Meux Creek Gabion Improvements; and Paisley Dyke Improvements
- Initiated discussions with the Municipality of West Grey regarding feasibility assessment for Neustadt Creek and an EA for Durham Upper Dam
- Participated in information sessions for the CA Act Ice Management Plan
- Initiated discussions with SVCA staff to improve on-site health and safety
- Submission of funding applications under the Federal Hazard and Identification Mapping Program (FHIMP)
- Developed a standard Utility Agreement to support Planning & Regulation files that are in close proximity to SVCA flood and erosion control projects

Water Maintenance and Capital Work 2023 Activities and Staff



- Two full-time staff members (one staff member salary taken from WR reserves)
- Continued development of a data management system
- Review of structure reports from RFP and develop working capital plans for all SVCA projects
- Issuance, award, and completion of a second inspection RFP for remaining SVCA projects
- Submission of funding applications for 5 projects under the Water and Erosion Infrastructure Program (WEIC)
- Follow-up and/or coordination of projects receiving funding under WEIC and FHIMP
- Ongoing maintenance and operation of flood and erosion control projects
- Ongoing discussions with SVCA staff to improve on-site health and safety
- Review of SVCA easements and land ownership associated with infrastructure
- Start preparation of CA Act deliverables under Water Resources

Water Maintenance and Capital Work 2023 Proposed Maintenance



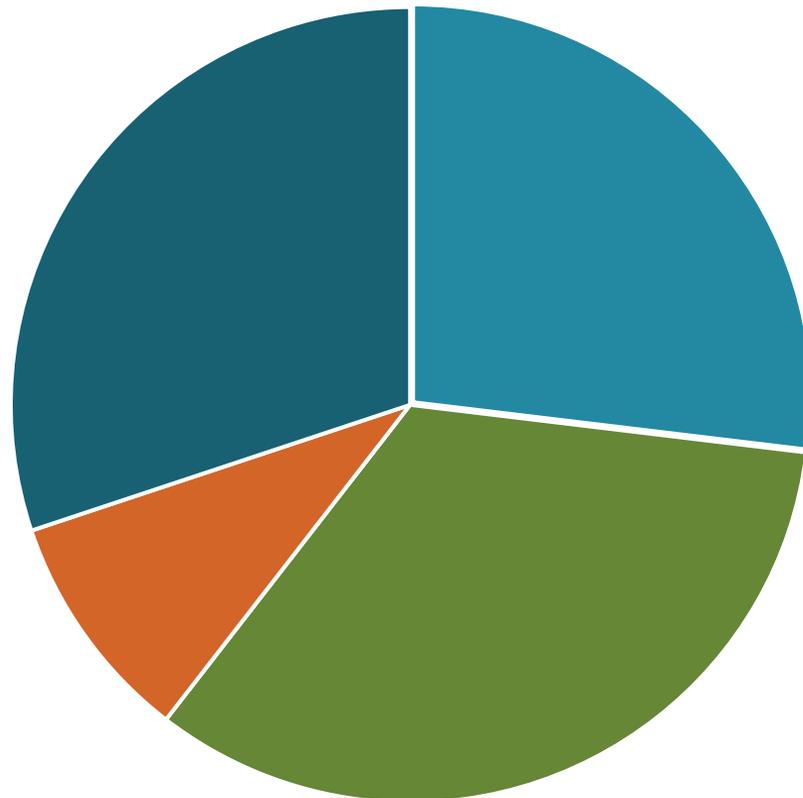
- Additional safety signage and replacement of vandalized signs
- Durham Ice Management Channel – annual cleanout of the gravel bar
- Durham Upper Dam – removal of gravel bar and re-alignment of rip rap downstream of dam
- Inverhuron – CCTV camera work of closed pipe sections
- Southampton Erosion Control – finish tree removal on the slope

Water Maintenance and Capital Work 2023 Proposed Capital Work



- Meux Creek Gabion Wall Improvements – was not constructed in 2022 (WECI application)
- Paisley Dyke Improvements – ongoing construction project from 2022 (WECI application)
- Walkerton Dyke Repairs – tree removals, concrete repairs on floodwalls, Silver Creek (WECI application)
- Durham Lower Dam – fencing improvements for public safety (WECI application)
- Port Elgin Erosion Control – proposed removal of infrastructure (previously approved in 2010 by SVCA Board)
- Neustadt Feasibility Study and Durham Upper Dam EA – West Grey Council support (WECI application for Dam EA)
- Neustadt Weir – engineering assessment and/or emergency works for failed structure

2023 Revenues



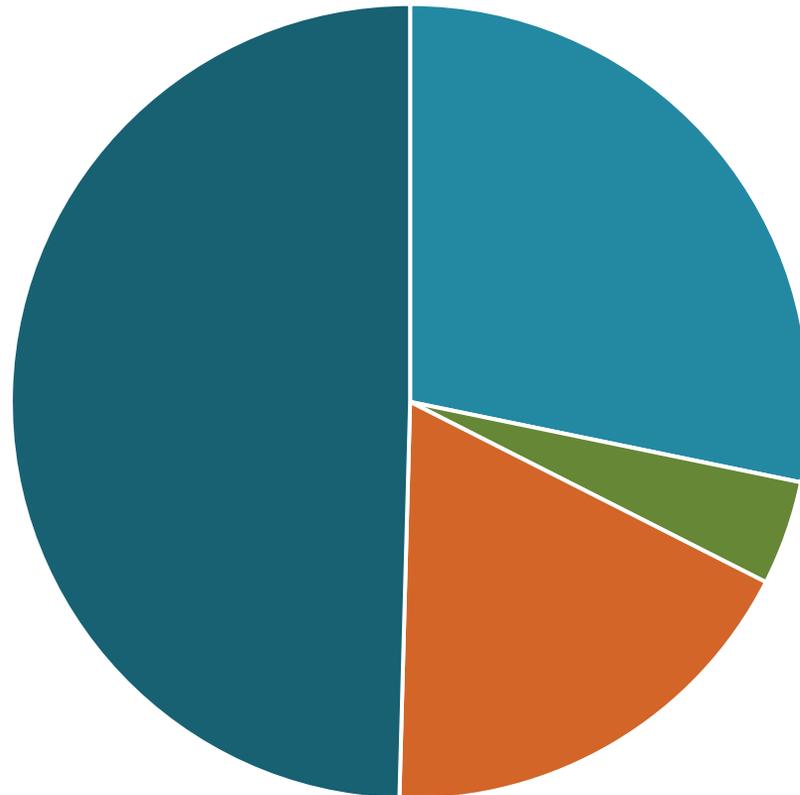
- General Levy
- Special Levy
- Reserves
- Other Sources

Revenue sources rely heavily on independent grant applications and Water & Erosion Control Infrastructure (WECI) grants from the Province.

Staff continue to pursue all avenues and are successfully completing grant applications on-time and with fulsome information in hopes of seeing continued positive results.

Continued engagement and support from the applicable Municipalities is essential to natural hazard protection efforts.

2023 Expenses



■ Salaries & Benefits ■ Office Expenses
■ Program Operations ■ Capital Projects

The majority of expenses are a result of pending capital projects.

Water Management structures and Flood Forecasting and Warning departments have increased expenses due to necessary repair and maintenance efforts.



Saugeen Valley Conservation Authority

Budget 2023

Jennifer Stephens

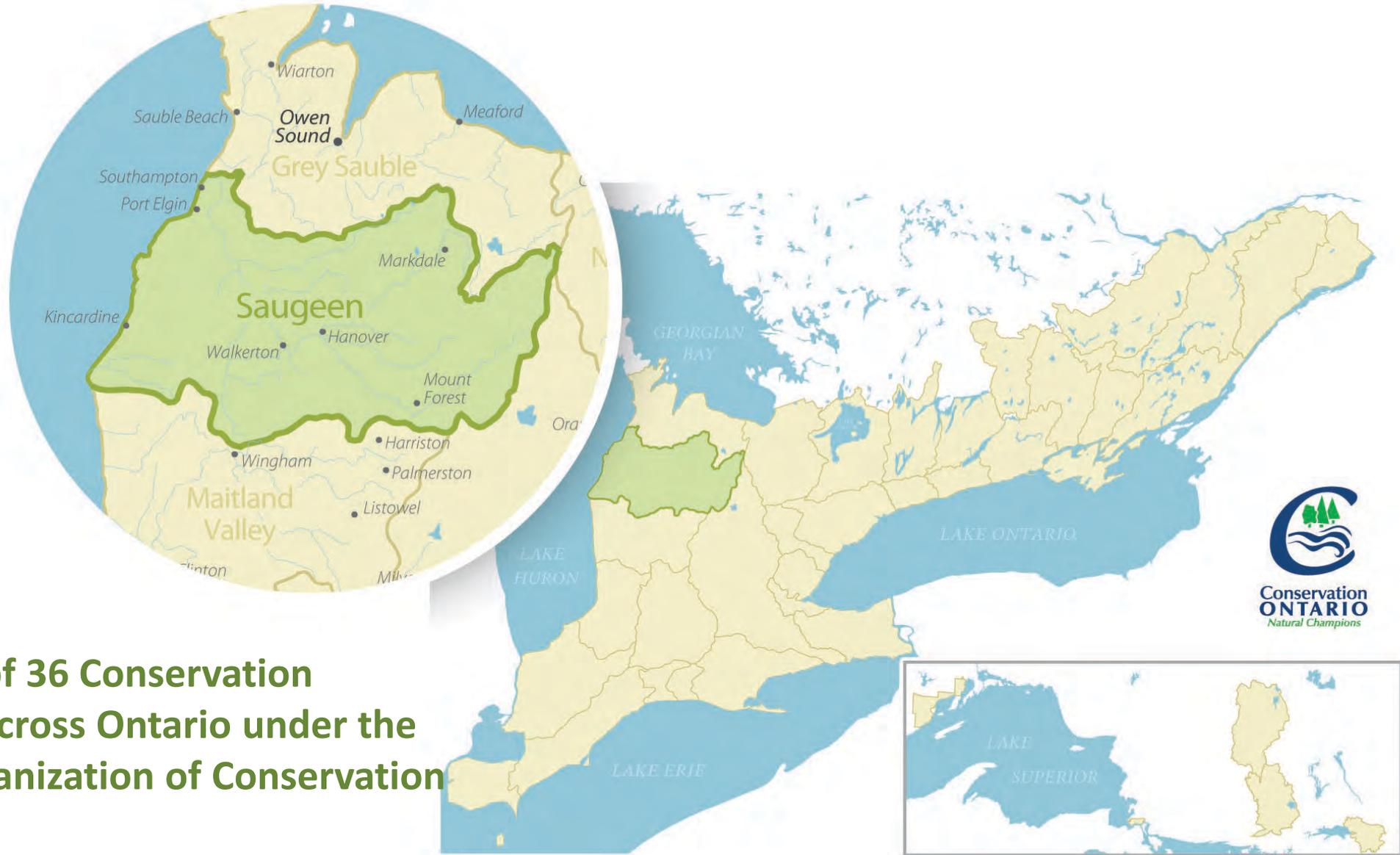
General Manager/Secretary-Treasurer

Laura Molson

Manager, Corporate Services

October 11th, 2022





We are one of 36 Conservation Authorities across Ontario under the umbrella organization of Conservation Ontario.



Flood and Erosion Control Prevention



Non-Structural Approaches Keeping people away from water

- Regulation of development in floodplains
- Flood forecasting and warning
- Water infrastructure maintenance and inspection
- Emergency planning

Structural Approaches Keeping water away from people

- Dams – to control flow of frazil ice and water
- Dykes – to restrict flows to the proper channel
- Channel works – to protect slopes from erosion

Flood Warning Program

1. To relay routine information concerning watershed river conditions to selected agencies and municipal officials.
2. To provide rapid, advance warning and technical support to concerned officials and to citizens whose lives and properties may be endangered by floodwaters.



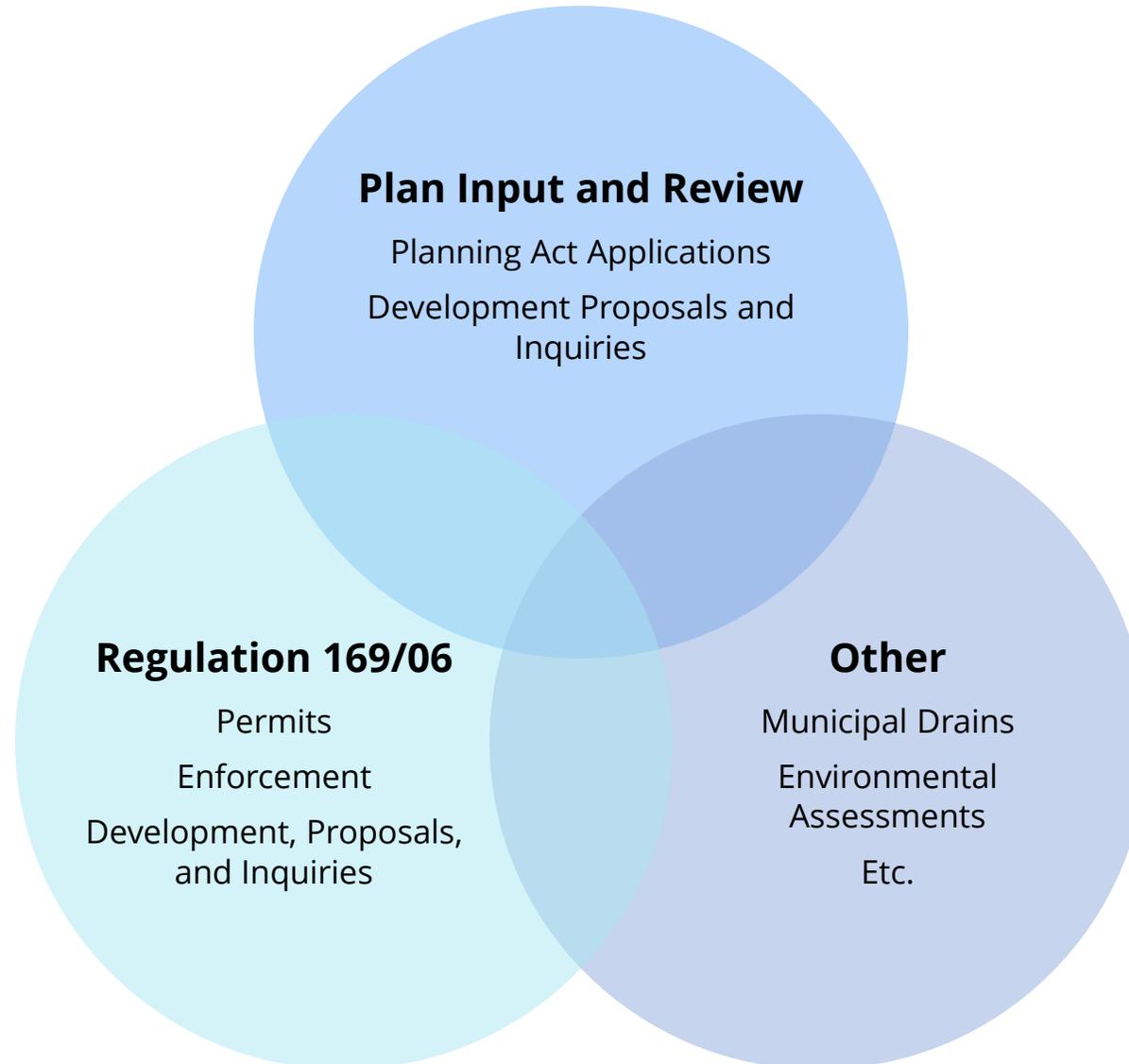
Flood Warning Messages

Normal	Green	
Statement	Yellow	<p>Watershed Conditions Statements / Water Safety are issued when general watershed conditions suggest high runoff potential that could lead to flooding and to remind the public that rivers, streams, and ponds may be unsafe for recreational or other activities.</p> <p>High flows, unsafe banks, melting ice or other factors that may result in watercourses being too dangerous for recreational users or the general public.</p>
Flood Watch	Orange	<p>Flood Watch messages are issued when the potential for generalized flooding exists throughout the watershed or identified for specific municipalities.</p>
Warning	Red	<p>Flood Warning messages are issued when flooding is occurring or about to occur. It typically applies to a specific area of the watershed.</p>

Water Management Infrastructure



Environmental Planning and Regulations



Provincially Delegated Responsibility

All CAs have been delegated responsibility under the Provincial One Window Planning System for Natural Hazard management.

As outlined in a CO/MNRF/MMAH Memorandum of Understanding (MOU) CAs have been delegated responsibilities from the MNRF to represent **provincial interests** regarding natural hazards encompassed by Section 3.1 of the Provincial Policy Statement (PPS).

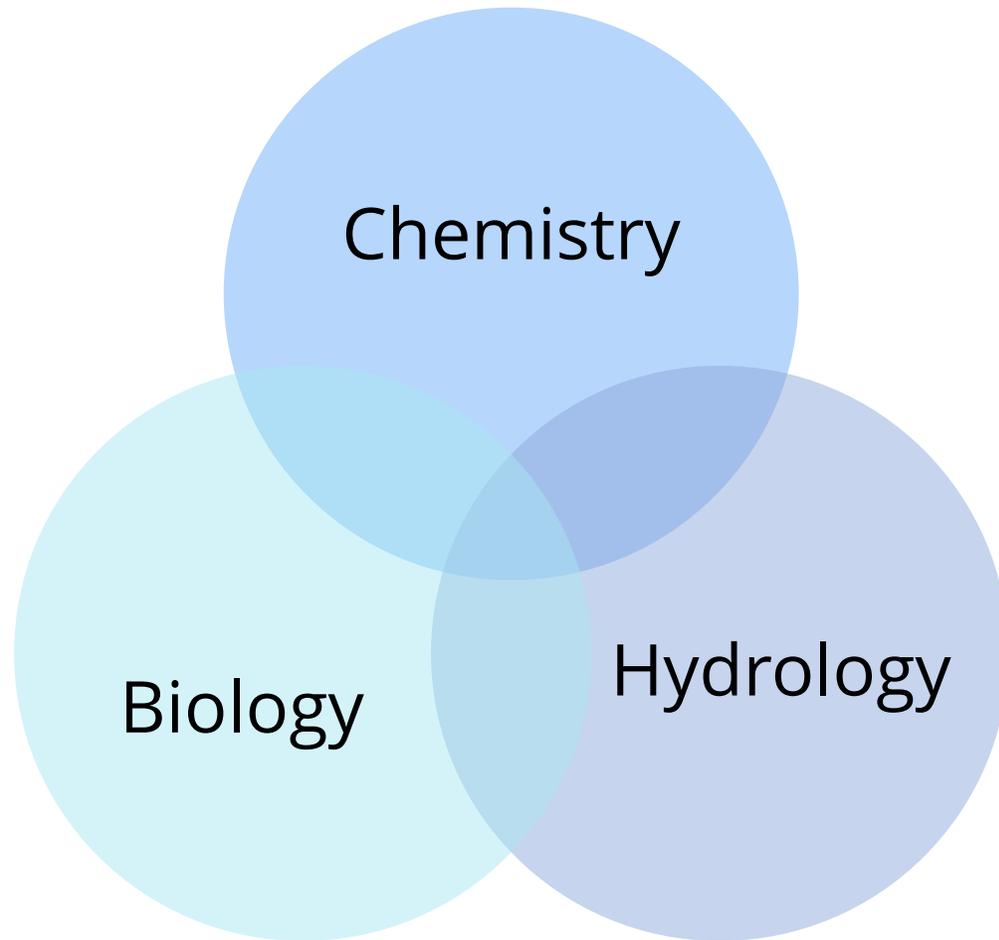
These delegated responsibilities require SVCA to review and provide comments on municipal policy documents (Official Plans and comprehensive zoning by-laws) and development applications.

SVCA's purpose is to ensure municipal policy documents and development applications are consistent with the natural hazard policies of the PPS.



Hurricane Hazel, Toronto 1954

Water Quality Program - Objectives



To establish baseline water quality data;
To observe trends; and
To assess the effectiveness of watershed programs.

Surface Water Monitoring

SVCA takes surface water samples at 29 different stations in an effort to understand the watershed.

There are 23 aquifers at 14 sites.



Biomonitoring

SVCA samples sediments for insect larvae. Different species have different pollution tolerances.



Groundwater Monitoring

SVCA performs level and maintenance checks quarterly. Well pump and samples are taken every fall.



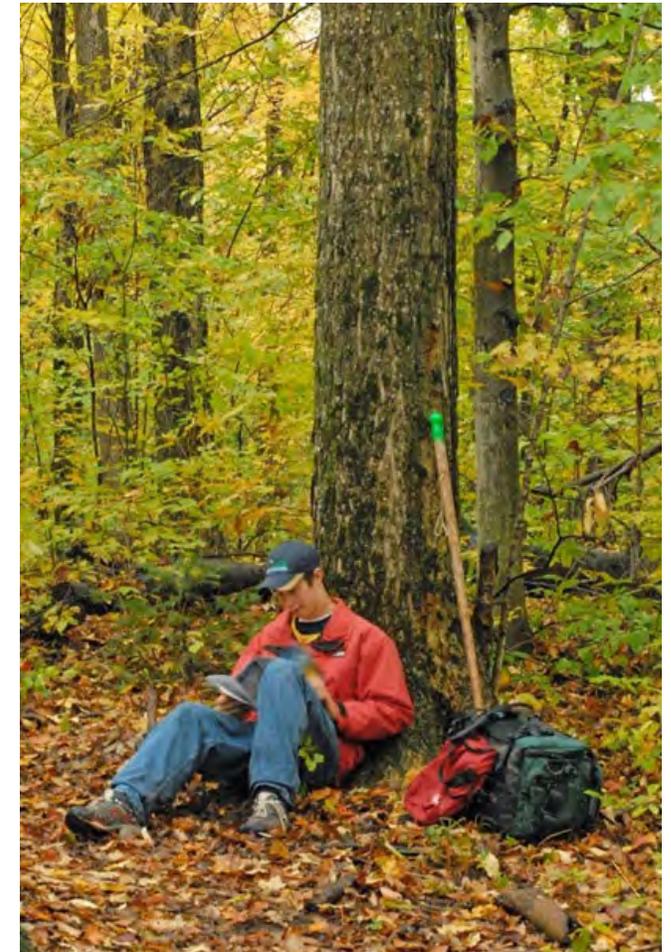
Forestry

- Tree Planting Program
- Managed Forest Tax Incentive Program applications for Authority properties and private landowners
- Tree Marking and Tendering Program
- Maintenance and improvement projects related to Authority forested properties (8,000ha)



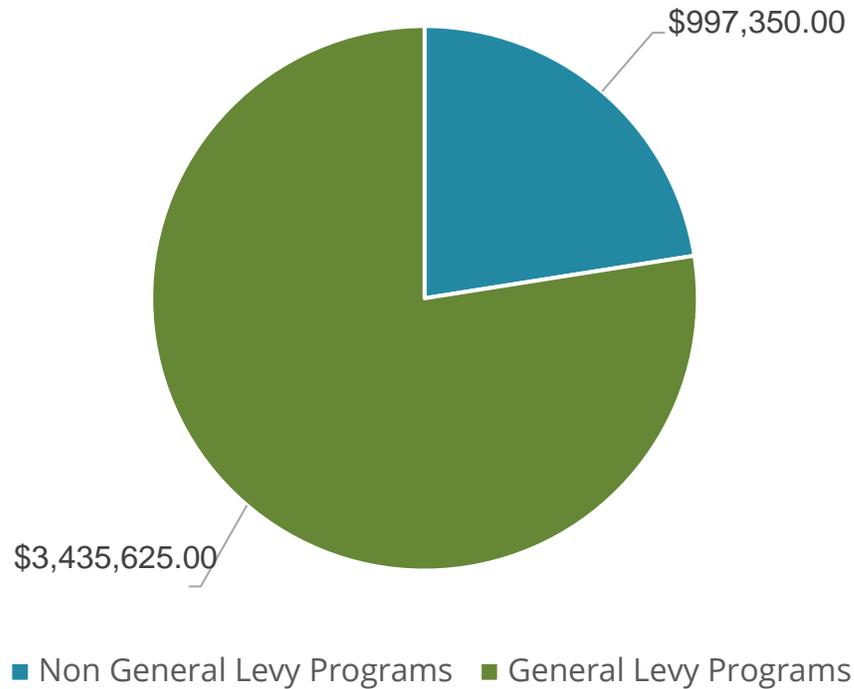
Land Conservation

Planning and design of maintenance or improvement projects related to Authority properties and structures.



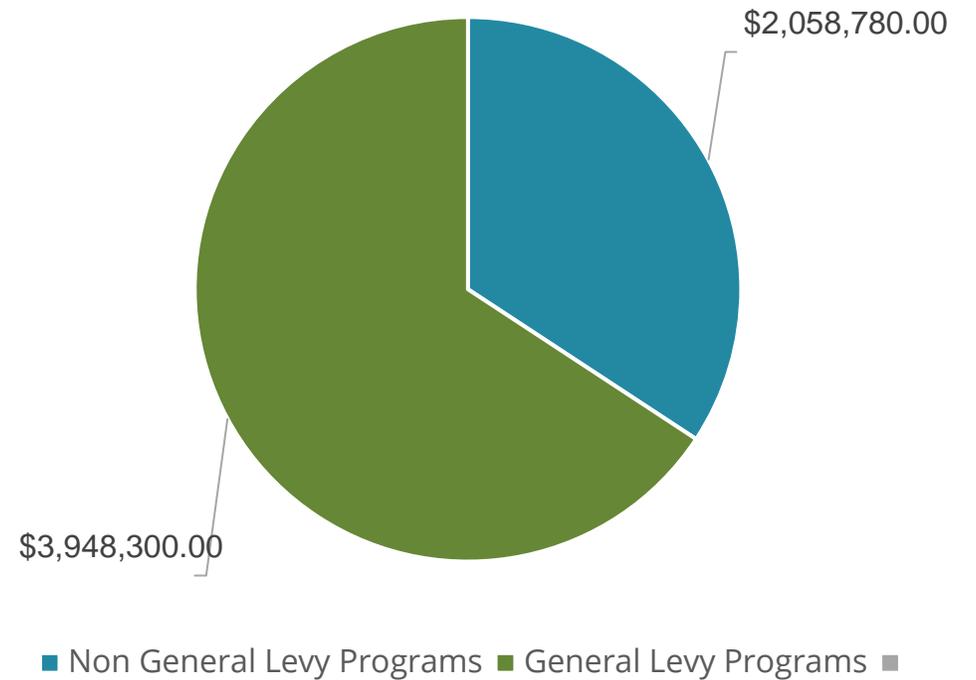
Budget Comparison

2022 Approved Budget



Total: \$4,432,975

2023 Proposed Budget



Total: \$6,007,080

Township of Wellington North

2022 General Levy	2023 Proposed Levy	Approximate 1% of Municipal Tax Levy	Municipal Levy Impact
\$73,997	\$81,626	\$52,000	0.127%



Thank you!

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

BY-LAW NUMBER 111-22

BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Sections 34 and 36 of The Planning Act, R.S.O. 1990, as amended

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

1. THAT Schedule 'A' Map 1 to By-law 66-01 is amended by changing the zoning on lands legally described as WOSR Part Division 3 and 4 Part Lot 27 with civic address of 8848 Highway 6 as shown on Schedule "A" attached to and forming part of this By-law from:
 - a. Agricultural (A) to Agricultural Exception (A-2)
 - b. Agricultural (A) to Agricultural Exception (A-105)

2. THAT Section 33, Rural Area Exception Zones, is hereby amended by adding the following new exceptions:

33.105 WOSR Part Division 3 and 4 Part Lot;27	A-105	Notwithstanding, Section 6.1.4.b, the maximum permitted ground floor area of all accessory structures within the lands zoned A-105 shall be 629 m ² (6,770.5 ft ²).
--	--------------	---

3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST, SECOND THIRD TIME THIS 11TH DAY OF OCTOBER, 2022.

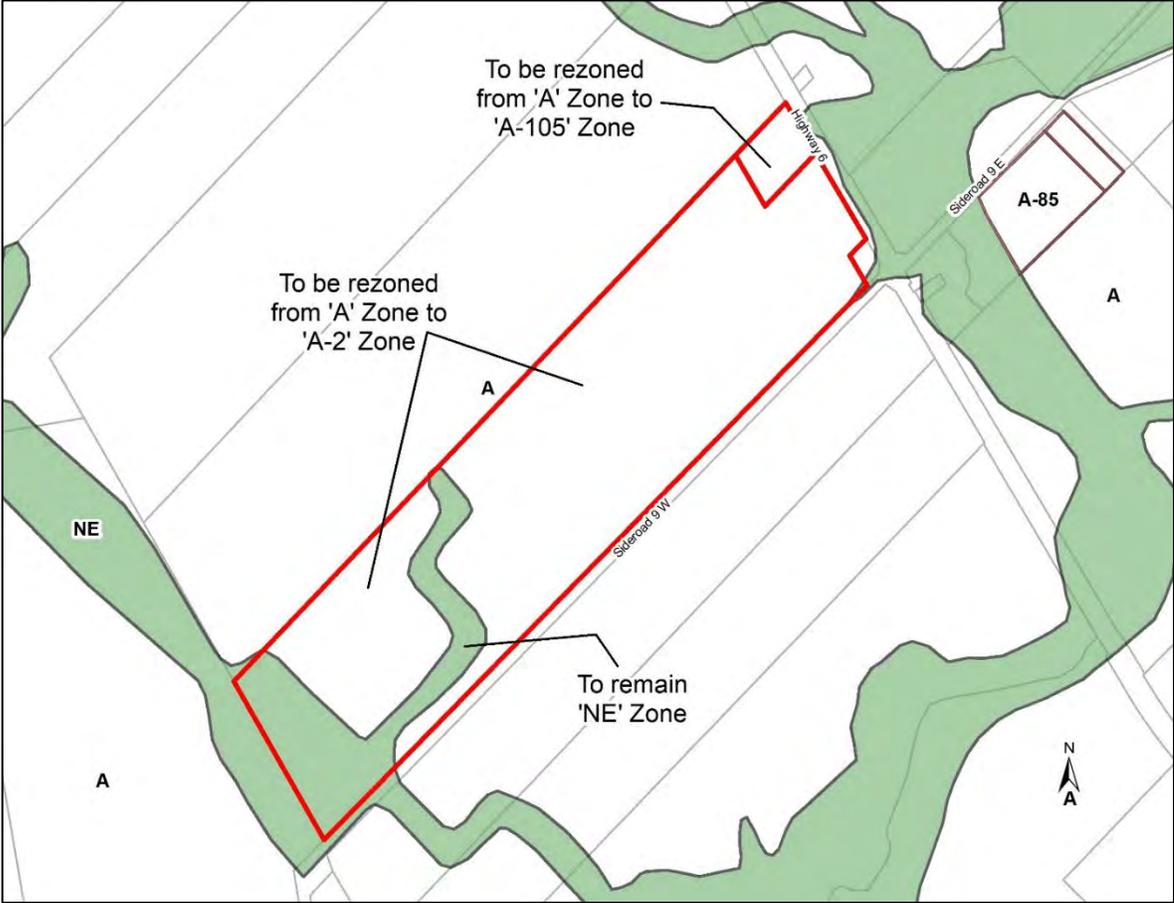
ANDREW LENNOX MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 111-22

Schedule "A"



This is Schedule "A" to By-law 111-22

Passed this 11th day of October 2022

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 111-22

THE LOCATION OF THE SUBJECT LANDS

The subject property is WOSR Part Division 3 and 4 Part Lot 27 with civic address of 8848 Highway 6. The subject lands are 41.26 ha (101.95 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the amendment is to prohibit future residential development on the retained agricultural portion of the subject land. This application is also seeking to rezone the severed rural residential parcel to permit a maximum ground floor area for all existing accessory structures on the severed lands to be 629 m² (6,770.5 ft²). This rezoning is a condition of severance application B44/22, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.16 ha (2.9 ac) rural residential parcel with an existing dwelling, garage, silo, and out-building from the retained 40.1 ha (99.1 ac) agricultural parcel under the surplus farm dwelling policies.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF SPECIAL COUNCIL MEETING – SEPTEMBER 26, 2022 AT 4:30 P.M.
HYBRID MEETING WITH COUNCIL IN PERSON AND OTHERS VIA WEB CONFERENCING**

Members Present:

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

Staff Present:

Chief Administrative Officer: Brooke Lambert
Director of Legislative Services/Clerk: Karren Wallace
Human Resources Manager: Amy Tollefson
Chief Building Official: Darren Jones
Director of Finance: Farhad Hossain

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2022-306

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the September 26, 2022 Special Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

CLOSED MEETING SESSION

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

(d) labour relations or employee negotiations

RESOLUTION: 2022-307

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 4:31 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(d) labour relations or employee negotiations

CARRIED

1. REPORTS

- HR 2022-011 Market Check Policy and Pay Equity Review
- Ward & Uptigrove 2022 Market Check & Pay Equity Review

2. REVIEW OF CLOSED SESSION MINUTES

- July 25, 2022

3. RISE FROM CLOSED MEETING SESSION

RESOLUTION: 2022-308

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 5:44 p.m.

CARRIED

RESOLUTION: 2022-309

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North will report out from this Special meeting at the Regular Council meeting scheduled for 7:00 p.m. September 26, 2022 to ensure accountability and transparency.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2022-310

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 108-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on September 26, 2022 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2022-311

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Special Council meeting of September 26, 2022 be adjourned at 5:45 p.m.

CARRIED

MAYOR

CLERK

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – SEPTEMBER 26, 2022 AT 7:00 P.M.
HYBRID MEETING WITH COUNCIL IN PERSON AND OTHERS VIA WEB CONFERENCING**

Members Present:

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

Staff Present:

**Chief Administrative Officer: Brooke Lambert
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Chief Building Official: Darren Jones
Director of Operations: Matthew Aston
Director of Finance: Farhad Hossain
Economic Development Officer: Dale Small
Director of Fire Services: Chris Harrow
Deputy Fire Chief: Marco Guidotti**

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2022-312

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the September 26, 2022 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Mayor Lennox declared a conflict with the item under Awards/Declaration/Recognition – Presentation of Congratulatory Certificate to Fall Fair Ambassador Kelsey Lennox as she is his daughter.

Council Burke declared an indirect pecuniary interest with Item 2a under the heading Items for Consideration – Planning – Report DC 2022-043, 350 Cork Inc., Site Plan Agreement, 350 Cork Street Mount Forest, as some of the attachments were prepared by her employer.

CLOSED MEETING SESSION

Council reported out

(d) labour relations or employee negotiations

1. REPORTS

- HR 2022-011 Market Check Policy and Pay Equity Review
- Ward & Uptigrove 2022 Market Check & Pay Equity Review

2. REVIEW OF CLOSED SESSION MINUTES

- July 25, 2022

RESOLUTION: 2022-313

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-011 Market Check Policy and Pay Equity Review.

CARRIED

RESOLUTION: 2022-314

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Ward & Uptigrove 2022 Market Check & Pay Equity Review;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-315

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the July 25, 2022 Council Meeting.

CARRIED

AWARDS / DECLARATION / RECOGNITION

Mayor Lennox left the meeting as he had previously declared a conflict with this agenda item.

Councillor Hern presented a congratulatory certificate to Kelsey Lennox, Arthur Fall Fair Ambassador 2022, recognizing the importance of the role of Ambassador.

Mayor Lennox returned to the meeting.

COUNTY COUNCIL UPDATE

Andy Lennox, Mayor

Mayor Lennox provided an update on the changes coming to the Blue Box Program. The province has moved the program from municipal responsibility, (the County) to producer responsibility. The producers of packaging goods will be responsible for paying for the recycling program; much like the tire program. Implementation will occur over the next three years across the province, with Wellington County being phased in 2025. Mayor Lennox sits on the AMO taskforce that is encouraging the province to add some new items to the recycling program; but that is not likely to happen until this transition is well under way. Waste Management in Mount Forest contracts with the County for blue box, landfill waste and green bins and processes the recycling products in their facility. Producer organizations may decide to work with them to continue processing and perhaps be able to contract the pickup. This is

important from a municipal perspective and from one of our major employers. The same level of service will be required or enhanced.

Councillor McCabe inquired if the new program is to be a cost saving measure and will the County still be responsible for the green bin program. Mayor Lennox confirmed it will be a savings for the County. Recycling will no longer fall on the taxpayers. The green bin, yellow bag and leaf and yard waste pick up will still be provided by the County.

PRESENTATIONS

a. Wellington North Power Inc.

- 2022 Promissory Note Agreement Presentation
- Correspondence from Raymond Petersen, Interim CEO, Wellington North Power Inc., dated September 26, 2022 regarding formal postponement of principal payments on Promissory Note
- Correspondence from TD Commercial Banking, dated August 10, 2022 regarding amending agreement
- TD Canada Trust Postponement and Assignment of Creditors Claim and Postponement of Security Agreement

Mr. Peterson was present to request postponement of the repayment of the Wellington North Power Inc. indebtedness prior to further bank loans being given to place the bank higher on the loan repayment hierarchy. In 2013 the Township agreed to Infrastructure Ontario's new loan requirement that principal payments on the Promissory Note be suspended. On December 29, 2020, an equipment loan was finalized with TD Bank and another TD loan is likely to be arranged in 2022. It would be beneficial to both them and Wellington North Power Inc. for a non-repayment agreement on the promissory note signed by Wellington North Power, TD Bank, and the Township of Wellington North.

RESOLUTION: 2022-316

Moved: Councillor

Seconded: Councillor

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Power Inc. 2022 Promissory Note Agreement presentation;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North hereby postpone the repayment of the Wellington North Power Inc. indebtedness, in full, to the prior repayment of the bank indebtedness;

AND FURTHER THAT the Mayor and Clerk be authorized to sign any necessary documents.

CARRIED

b. Bobby De Hertre, Emergency Manager / CEMC

- Report EM 2022-001 – 2022 Annual Emergency Management Programme

Due to scheduling a conflict, Mr. De Hertre was not available to present his report.

RESOLUTION: 2022-317

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report EM 2022-001 Annual Emergency Management Programme Report regarding the status of the Township's Emergency Management Programme for 2022 for information.

AND FURTHER THAT THE Council of the Township of Wellington North accepts the annual status report of the Township's Emergency Management Programme for 2022.
CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, September 12, 2022
2. Public Meeting, September 12, 2022

RESOLUTION: 2022-318

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on September 12, 2022 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

1. Mount Forest Pool Replacement
 - Report CAO 2022-003 Mount Forest Pool Replacement

No discussion took place at this meeting. It was noted that staff have been directed to bring information back to Council so there is no need for this item to occur as a standing item on the agenda.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 4a, 7a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2022-319

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT all items listed under Items for Consideration on the September 26, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on August 9th, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association meeting held on September 13, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation meeting held on July 21, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on September 13, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on June 15, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated September 19, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the Budget Variance Report ending August 31, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from Ray D. Kirtz, P.Eng, Triton Engineering Services Limited regarding Cachet Developments (Arthur) – Preliminary Acceptance of Stages I & II Municipal Services;
AND FURTHER THAT Preliminary Acceptance be granted for Stages I & II Municipal Services for Cachet Developments (Arthur) with the guarantee and maintenance period commencing September 26, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-018 being a report on the appointment of an Integrity Commissioner;
AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law appointing Principles Integrity to provide Integrity Commissioner Services to the Township of Wellington North and repeal By-law 063-18.

THAT the Council of the Corporation of the Township of Wellington North receive for information the PIN, The People and Information Network, media release dated September 16, 2022 regarding 'Volunteerism facing unprecedented change and challenge' Lost volunteers, volunteers not returning and difficulty recruiting new volunteers.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

Councillor Burke removed herself from the meeting as she had previously declared a conflict with Report DC 2022-043.

RESOLUTION: 2022-320

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-043 regarding the Final Approval of the 350 Cork Street Inc. Site Plan Agreement.

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2022-321

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Quarter and 3 Update 2022.

CARRIED

RESOLUTION: 2022-322

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated September 18, 2022 from The Royal Canadian Legion, Br. #134 Mount Forest request for permission to distribute poppies and hold a Remembrance Day service and parade;

AND FURTHER THAT the Council of the Township of Wellington North grant permission to the Royal Canadian Legions, Arthur and Mount Forest, for the distribution of poppies within the Township of Wellington North and to hold a Remembrance Day service and parade.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2):

- Grand Opening of the Mount Forest BIA parkette beside BMO will be held on Friday, September 30.
- There are still a few available spaces in the "You've Been Flocked" fundraising campaign for the new Mount Forest Pool.
- Saturday, September 24th, was the official last day of Farmer's Market. Some vendors have organized a pop up event on the morning of Saturday, October 1st at the Victory Church.

Councillor Hern (Ward 3):

- Arthur BIA meeting was held last week. The AGM is scheduled for November 16th.

Mayor Lennox:

- Arthur Lions Club Chicken BBQ takes place on Thursday, September 29th.

BY-LAWS

- a. By-law Number 106-22 being a by-law to appoint a Deputy Clerk for the Corporation of the Township of Wellington North (Brooke Lambert)
- b. By-law Number 107-22 being a by-law to appoint an Integrity Commissioner for the Township of Wellington North and enter into an Agreement For Services and to repeal By-law 063-18

RESOLUTION: 2022-323

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 106-22 and 107-22 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2022-324

Moved: Councillor Hern

Seconded: Councillor Burke

THAT By-law Number 108-22 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 September 26, 2022 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2022-325

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Regular Council meeting of September 26, 2022 be adjourned at 7:39 p.m.

CARRIED

MAYOR

CLERK



Budget Projection 2022

		Starting Balance	
		\$ 24,370.00	
Expense		Income	
Service Charges	\$ 18.00	\$ 4,812.50	Levy Q1 - March
Xmas Shop local 2021	\$ 135.60	\$ 4,812.50	Levy Q2- July
Admin Wage	\$ 576.00	\$ 4,812.50	Levy Q3 - Sept*
OBIAA Membership	\$ 270.00	\$ 4,812.50	Levy Q4 - Dec*
Initial Loan Final	\$ 5,000.00	\$ 1,492.00	Misc - Chamber - Plum. Wife
CL Repayment	\$ 12,699.00	\$ 56.97	Interest Deposited
Admin Wage	\$ 540.00		TOTAL INCOME
Baskets/Hangers for DT	\$ 2,071.81		
88.7 The River Advert	\$ 1,130.00		\$ 35,543.97 INCOME BALANCE TO-DATE
Banners For DT	\$ 477.67		
Little Tree Garden Market	\$ 2,019.52		
101.1 The Grand Advert	\$ 861.06		
EDS Concrete	\$ 9,302.34		
TOTAL EXPENSES		\$ 35,101.00	
Broadline Repay Re: AF	\$ 1,186.50		
Shop Local Advert	\$ 140.00		
Shop Local Misc	\$ 1,000.00		
TOTAL PROJECTED EXPENSES		\$ 2,326.50	
TOTAL EXPENSES		\$ 37,427.50	
			Current Active Balance
			\$ 442.97
			Closing Balance
			\$ 7,741.47

- Year-end closing balance is estimated at \$7,741.47
- 2022 revenue from the BIA tax levy was \$19,350.00



Grand River Conservation Authority

Summary of the General Membership *General Meeting* – September 23, 2022

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

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-09-22-71 - Progress Report #2 - Ontario Regulation 687/21
- GM-09-22-75 - Exception Request Letter to MNRF for Chair and Vice Chair Term Limits
- GM-09-22-73 - Financial Summary
- GM-02-22-72 - Human Resources Policy Update - 1.4 Acceptable Use of Information and Information Technology Resources
- GM-08-22-C07 - Financial Consideration - Staffing and Labour Matters (closed agenda)

Information Items

The Board received the following reports as information:

- Minutes of the Ad-hoc CA Act Committee Meeting - September 12, 2022
- Minutes of the Ad-hoc Board Composition Committee Meeting - September 16, 2022
- GM-09-22-76 - Cash and Investment Status
- GM-09-22-74 - Current Watershed Conditions

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board. No meeting of the Source Protection Authority was held.

For full information, please refer to the [September 23 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The draft minutes of this meeting will be posted on our online calendar within 30 days of the meeting date, in accordance with the Conservation Authorities Act.

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



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

Directors Meeting Minutes

September 7th, 2022

Attending: Tom Gorecki, Paula Coffey, Faye Craig, Bonnie McIntosh, Brea Smith, Ronda Smith, Sheila Faulkner

Regrets:, Dale Small, Counsellor Lisa Hern

Brea called the meeting to order @ 5:40 pm and welcomed everyone.

Approval of previous months minutes:

-Tom motion for approval, Paula 2nd. Approved by all.

Committee Reports:

Economic Development Report – forwarded ahead of time by Dale Small.

Everyone acknowledge having looked over ahead of time, no need to recap tonight.

Council Report – Counsellor Lisa Hern not present.

Business arising from the previous meeting

AGM Planning -

- Save the dates have been sent out.
- Nomination forms to be sent out and posted Mid September to October 1.
- Speakers : Matthew Rae to help present awards. Ask Mark Townsend from Silverfox to be main speaker. Guidelines: No political or covid topics, keep light and airy, positive. Speak about his story and his awards. Ted Arnott not to speak.
- Raffle Table Donations; Paula x2, Tom, maybe Genevieve
- invitations to send to members if time
- décor budget – Tom to look in store for décor/tablecloth, Sheila to bring small bales of hay to borrow, Paula keep an eye online. \$150 approved spending, motion for anything higher.
- Fair table – early bird draw for early ticket purchase, Brea create tickets and event page and display table for fair. Faye available to man the table from time to time. Tickets can be purchased online or via etransfer.
- Membership renewals going well. Almost everyone resigned with a few new members. Sheila add she doesn't check emails.

New business:

- Ad in the Wellington Advertiser – Crystal.

Membership Builds Our Community as a Place to Work, Play and Live

- *Halloween Community event* – questions about local businesses or Halloween objects in windows. Google form to submit answers.
- *Phil Jung* – not interested in his services at this time.
- *Ronda discuss plans for Kickoff to Christmas:*
 - Thursday Nov 24, Ladies night/moonlight shopping. Food donations towards Optimrs.
 - Friday Nov 25, Kids activities at Curling Club. Hamper for community betterment, public skating 4-6, gingerbread competition, seniors cookie competition, tree lighting, maybe Santa.
 - Saturday – shop local 9-2, 48-50 vendors, bathrooms will need to be ordered – ask vendors for about \$9 each to cover costs. Tims mobile truck, scavenger hunt, teen selfie hunt, church dinner maybe, parade.
 - Weekend Previous – bake sale for service groups. Tom to look into pricing for boxes.
- *Banners* – for new light posts at crosswalk on main. Lamp was broken by truck, wait til fixed to hang banners.
- *Flower beds* – was revitalisation committee but then no one too over. Still no resolution as to who oversees them.

Presidents Report – Tom

-nothing to report.

Correspondence:

-nothing to report

Financial Statements:

- Provided by Be Sure Financial.

Meeting Outline for 2022

October 12, 2022

November 9, 2022

December 14, 2022

Chamber AGM

October 19th, 2022

Dates to Remember

October 1, 2022 – Nominations of Community Awards close

October 19th, 2022 – AGM Dinner

November 24th, 2022 – Kickoff to Christmas begins

November 25th, 2022- Shop Local Street Market



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of October 11, 2022
From: Tammy Pringle, Development Clerk
Subject: DC 2022-044, Consent Application B122-22 Red Maple Land Company Inc.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-044 being a report on Consent Application (Severance) B122-22 known as Part Lot 32, WOSR Division 1, 2 & 3 in the former Township of Arthur.

AND FURTHER THAT Council **is not in support** of this application as the lot creation policies in the Prime Agricultural designation as well as policies within the Provincial Policy Statement do not permit the creation of a residential lot.

AND FURTHER THAT should the Planning & Land Division Committee approve the consent as proposed on Application B122-22, the following matters are to be addressed as conditions of approval:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- **THAT** driveway access can be provided to the retained lands to the satisfaction of the Township of Wellington North and the Owner satisfy the requirements of the Township of Wellington North's Road Entrance Policy, including payment of all associated fees and charges;

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the South West quadrant of the Township and is geographically known as 8648 Highway 6, former Township of Arthur.

Proposed severance is 3.0 hectares with 279m frontage on Sideroad 10 W, vacant land for proposed rural residential use.

Retained parcel is 58.3 hectares with 208m frontage, existing and proposed agricultural use with existing house, barn, shed & garage.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 30189-21 prepared by Jeffrey Buisman at Van Harten Surveying Inc., dated July 29, 2022.
- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
 - Zach Prince, Senior Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

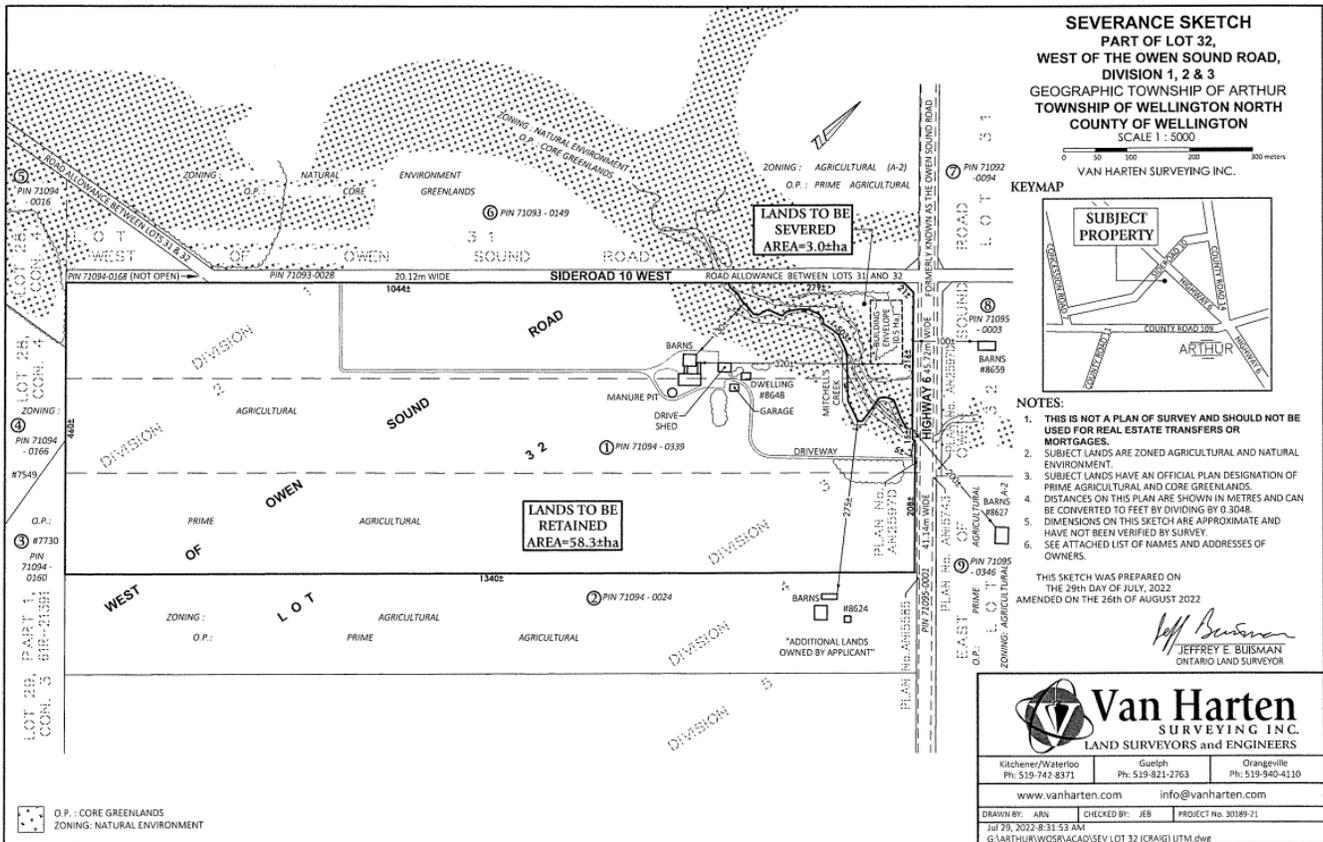
Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



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

Application	B122/22
Location	Part Lot 32, WOSR Division 1, 2, & 3 TOWNSHIP OF WELLINGTON NORTH (Arthur Township)
Applicant/Owner	Red Maple Land Company Inc.

PRELIMINARY PLANNING OPINION: The application would sever a 3 ha (7.4 ac) rural residential parcel within Prime Agricultural Area. A 58.3 ha (144 ac) parcel with an existing dwelling, barn, and drive shed is proposed to be retained.

The lot creation policies in the Prime Agricultural designation as well as policies within the Provincial Policy Statement do not permit the creation of a residential lot. The application is not consistent with the PPS or the County Official Plan therefore staff **do not support** the proposed creation of a new lot.

Should the Committee approve this application we would recommend the following conditions:

- That any concerns of the Conservation Authority can be adequately addressed;
- That driveway access can be provided to the severed lands to the satisfaction of the of the appropriate road authority;
- That MDS be addressed to the satisfaction of the County of Wellington;
- That a Tree Preservation and Compensation Plan be provided for the severed lands to the County of Wellington Planning and Development Department; and,
- That servicing can be accommodated on the severed and retained lands to the satisfaction of the local municipality.

PLACES TO GROW (2020): The Provincial Growth Plan provides policies for the Agricultural System including Prime Agricultural Areas including Section 4.2.6.5 “The retention of existing lots of record for agricultural uses is encouraged, and the use of these lots for non-agricultural uses is discouraged.”

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.1 states “**Lot creation in prime agricultural areas is discouraged** and may only be permitted for:

- Agricultural uses, provided lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;
- Agricultural-related uses, provided that any new lots will be limited to a minimum size needed to accommodate the use an appropriate sewage and water services;
- A residence surplus to a farming operation...; and
- Infrastructure, where the facility or corridor cannot be accommodated through the use of easements or right-of-ways.”

Furthermore, section 2.3.4.3 states, “the creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c)”.

The proposal is for a rural residential lot is not a permitted form of lot creation under the PPS.

Section 2.3.3.3 of the PPS states new land uses, including the creation of lots and new or expanding livestock facilities, shall comply with the Minimum Distance Separation (MDS) Formulae. There is an existing barn located on the retained lands, the applicant has provided farm data sheets, the required

setback distance is 209 m from the barn where 130 m is proposed. MDS relief will be required and a condition has been added.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The identified environmental features on the subject property includes a Grand River Conservation Authority regulated Floodplain.

According to section 10.3.1, lot creation in prime agricultural areas will be restricted to the following:

- a) Agricultural uses;
- b) Agriculture-related uses;
- c) A residence surplus to a farming operation;
- d) Lot line adjustments
- e) Community service facilities.

The proposed rural residential consent is not permitted within the Prime Agricultural designation and is not consistent with the lot creation policies in the Prime Agricultural designation.

The matters under section 10.1.3 were also considered including item m) 'that all new lots shall have logical lot lines given existing lot patterns in the area, natural and human-made features and other appropriate considerations;'

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

LOCAL ZONING BY-LAW: The subject property is zoned as Agricultural (A), and Natural Environment (NE). The proposed severed parcel is located in both zones. The proposed severed and retained lots meet the minimum lot frontage and area requirements of the A Zone. The proposed building location would be subject to the setback requirements to the NE zone.

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



Zach Prince, RPP MCIP
Senior Planner
October 4th, 2022



Staff Report

To: Mayor and Members of Council Meeting of October 11, 2022

From: Tammy Pringle, Development Clerk

Subject: DC 2022-045, Consent Application B125-22 862098 Ontario Ltd.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-045 being a report on Consent Application (Lot Line Adjustment) B125-22 known as Part Lot 16, e/s Elgin St. Plan Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B125-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** zoning compliance be achieved to the satisfaction of the local municipality;

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject properties are located in the north/west quadrant of the town of Mount Forest and are geographically known as 150 and 160 Elgin Street South.

Proposed lot line adjustment 14.4m frontage x 24.4m = 0.035 hectares, existing parking lot to be added to abutting property — Suds Realty Holdings.

Retained parcel is 14.4m fr x 47.9m = 0.069 hectares, existing and proposed laundromat.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 22-9861 prepared by Greg Ford at Wilson – Ford Surveying & Engineering, dated August 30, 2022.
- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
 - Zach Prince, Senior Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

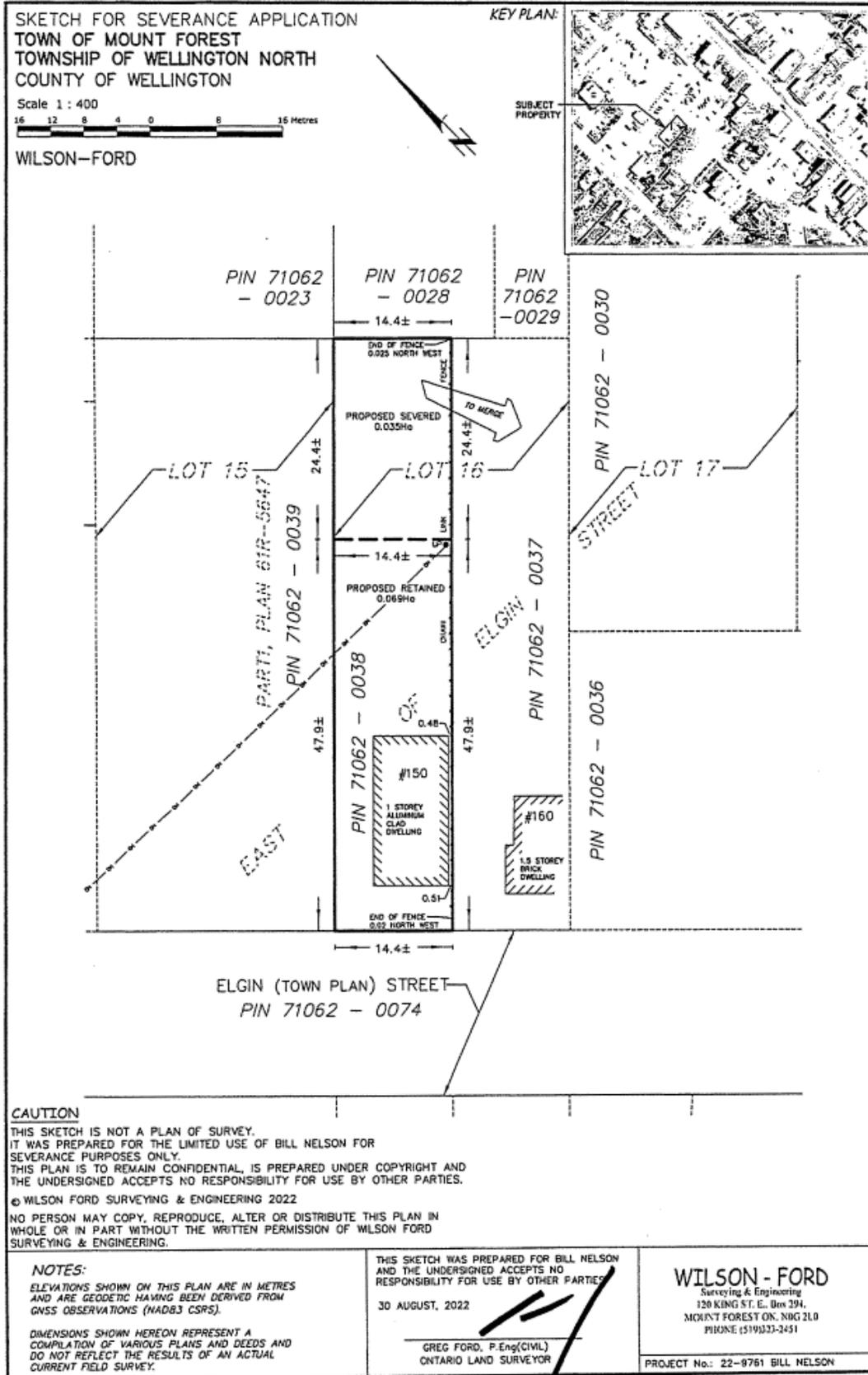
Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



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

Application	B125-22
Location	Part Lot 16, e/s Elgin St TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)
Applicant/Owner	862098 Ontario Ltd. & Suds Realty Holdings

PRELIMINARY PLANNING OPINION: This application for a lot line adjustment would sever a 350 m² (0.086 ac) parcel containing an existing parking lot in the Urban Centre of Mount Forest. The retained parcel is approximately 690 m² (0.17 ac) in size with an existing dwelling. The applicant has not indicated how large the merged lot would be.

Planning staff have requested further information from the applicant to indicate the intent of the merger, staff have not received a response at this time.

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

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

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Urban Centre of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL TRANSITION and located within Urban Centre of Mount Forest according to Schedule A6-1. Section 7.5.1 states, "Urban Centres are expected to provide a full range of land use opportunities, including residential uses of various types and densities, commercial, industrial and institutional uses..."

Section 10.6.3 permits lot line adjustments where there is no adverse effect provided that basic lot patterns in an area are not unreasonably altered.

The matters under Section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject property is located in Well Head Protection Area C with a vulnerability score of 8.

LOCAL ZONING BY-LAW: The subject property is zoned Central Commercial (C1). The proposed severed and retained lots would meet the minimum lot area and frontage for the zone. Staff have inquired with the owner regarding the existing and proposed use of the properties and have not received a response at this time. The proposed merged lot appear to contain an existing dwelling unit,

given Section 16.4 of the Township's zoning by-law, the existing dwelling may not meet the zoning by-law and a condition has been added to this effect.

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



Zach Prince, RPP MCIP
Senior Planner
October 4th, 2022

10.1



KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

October 3, 2022

Amanda Knight, Township of Guelph/Eramosa
Lisa Champion, Town of Erin
Kerri O'Kane, Township of Centre Wellington
Larry Wheeler, Township of Mapleton
Annilene McRobb, Town of Minto
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Good morning,

At its meeting held September 29, 2022 Wellington County Council approved the following two recommendations from the Planning Committee:

That the report County Official Plan Review – Growth Forecast (OPA 120) be received for information; and

That the draft Growth Forecast Amendment (OPA 120) be circulated for comments; and

That staff be directed to schedule and hold an open house(s) under the Planning Act to provide the public with opportunities to review and comment on the Amendment; and

That the Planning Committee be authorized to hold a public meeting under the Planning Act at the appropriate time.

That the report “County Official Plan Review – Land Needs Assessment” be received for information; and

That the “Phase 2 MCR Report: Urban Land Needs Assessment, August 29, 2022 Final Report” be approved in principle; and

That the County Clerk forward the report to the Ministry of Municipal Affairs and Housing and to Member Municipalities; and

That staff be directed to bring forward a draft Official Plan Amendment to implement the policy recommendations in the report as part of the Municipal Comprehensive Review at the appropriate time.

Enclosed are the following two reports:

County Official Plan Review – Growth Forecast Amendment OPA 120

County Official Plan Review – Land Needs Assessment

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning at sarahw@wellington.ca.

Sincerely,

A handwritten signature in black ink that reads "Kim Courts". The signature is written in a cursive style and is underlined with a single horizontal line.

Kim Courts
Deputy Clerk



COUNTY OF WELLINGTON

COMMITTEE REPORT



To: Chair and Members of the Planning Committee

From: Sarah Wilhelm, Manager of Policy Planning

Date: Thursday, September 08, 2022

Subject: County Official Plan Review – Growth Forecast Amendment (OPA 120)

PLANWELL

1.0 Purpose

County Council directed staff to bring forward a draft Official Plan Amendment to implement the growth forecasts and allocations as part of the municipal comprehensive review (MCR) at the appropriate time. This report introduces draft Official Plan Amendment 120 (OPA 120) to update the growth forecast for Wellington County and Member Municipalities to 2051. This is the second amendment of the County's phased MCR.

2.0 Background

In 2020, the Provincial Government approved Amendment 1 to the Growth Plan (2019). The Amendment revised population and employment forecasts for all Greater Golden Horseshoe area municipalities to the year 2051. The forecasts for Wellington County are a minimum population of 160,000 and employment of 70,000. This represents an increase of over 59,000 people and almost 27,000 jobs over the next thirty years. The Growth Plan requires the County to distribute this growth across Wellington.

In March 2022, County Council approved in principle the Phase 1 MCR Report prepared by Watson & Associates Economists Ltd. ([link to Phase 1 MCR Report](#)). In addition to the urban structure implemented through OPA 119, the Phase 1 Report also includes population, housing and employment forecasts to 2051.

OPA 120 is required to incorporate these forecasts into the Official Plan. In addition to the Phase 1 consultation activities outlined in staff report PD2022-07, OPA 120 will follow the statutory requirements of the Planning Act for an open house and public meeting.

3.0 Purpose of the Official Plan Amendment

The purpose of OPA 120 is to update the population, household and employment forecasts and revise text in accordance with the new forecasts.

The forecasts which are part of this Amendment are being used to plan for land needs to support growth through the County's ongoing MCR. The forecasts are also used by the County, Member Municipalities, School Boards and others, to plan for infrastructure and servicing to support growth, municipal financing, public services, economic development and tourism, and transportation planning.

4.0 Main Changes

The main changes to the overall County growth forecasts, relative to the current Official Plan are:

- The forecast extends to 2051 (current time horizon is 2041);
- Time intervals before 2041 are no longer shown, except to include 2021 as a base (this is being done because the Growth Plan no longer shows time intervals before 2051, and to provide flexibility for short and medium term work);
- A higher percentage of population is forecast to be in urban centres at 2051 (66% in 2051 versus 62% in 2041); and
- A higher percentage of population growth in Wellington will take place in urban centres (89% in 2051 versus and 82% in 2041).

The new 2021 baseline in OPA 120 is from the Phase 1 MCR Report (2016 Census plus building permit data) and not the 2021 Census. Household data by settlement area in the draft OPA differs from the Phase 1 Report as it includes “other units” such as movable dwellings (trailer, houseboat units, mobile unit) and other single detached (residence in a church, single unit above or attached to a store, etc.).

5.0 Consultation to Date

This draft Official Plan Amendment (OPA 120) has been informed by consultation on the draft Phase 1 MCR Report: Urban Structure and Growth Allocations which included:

- Technical Resource Team (TRT) meetings with local and County staff through 2021
- Ongoing discussions with Ministry of Municipal Affairs and Housing staff
- Virtual Public Information Centre (PIC) to present Draft Phase 1 Report in June 2021
- Circulation of draft Phase 1 Report for comment from June to July 2021 to Member Municipalities, Indigenous communities, agencies, members of the public and stakeholders
- Documentation of PIC and circulation in Planning Committee report PD2021-21
- Documentation of Municipal feedback in Planning Committee report PD2021-30
- Documentation of final growth forecasts and allocations and feedback in Planning Committee Report PD2022-07

6.0 Conclusion

Planning staff are satisfied that the proposed Amendment:

- is required to conform with Schedule 3 of the Growth Plan;
- should be circulated to County departments, Member Municipalities, Indigenous communities, commenting agencies, and individuals or organizations on the mailing list; and
- should be made available to the public for comment and discussion at a public meeting.

The Draft Growth Forecast Amendment (OPA 120) is posted online on the project website: [link to Official Plan Amendments tab](#).

7.0 Recommendations

That the report “County Official Plan Review – Growth Forecast (OPA 120)” be received for information.

That the draft Growth Forecast Amendment (OPA 120) be circulated for comments.

That staff be directed to schedule and hold an open house(s) under the Planning Act to provide the public with opportunities to review and comment on the Amendment.

That the Planning Committee be authorized to hold a public meeting under the Planning Act at the appropriate time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Wilhelm', with a long horizontal flourish extending to the right.

Sarah Wilhelm, MCIP, RPP
Manager of Policy Planning



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, September 08, 2022
Subject: County Official Plan Review – Land Needs Assessment



PLANWELL

1.0 Purpose

The County of Wellington is completing a Land Needs Assessment as part of the Municipal Comprehensive Review (MCR). The purpose of this report is to:

- Provide an overview of the final Land Needs Assessment;
- Review the feedback on the circulation of the draft Phase 2 Land Needs Assessment technical report; and
- Seek Council's approval in principle of the final Land Needs Assessment Report.

2.0 Background

The Growth Plan for the Greater Golden Horseshoe (2019) sets out population and employment forecasts and requires municipalities to plan to achieve these forecasts by 2051. As part of this planning, the County is required to complete a Land Needs Assessment. A Land Needs Assessment is a technical, County-led process that determines:

- the amount of land required to accommodate the Provincially-projected growth to the 2051 planning horizon;
- the need for any Employment Area land conversions to non-industrial uses;
- the need for any urban settlement area boundary expansions; and
- the quantity of Excess lands.

The County is required to use a standard Land Needs Assessment methodology established by the Minister of Municipal Affairs and Housing in August 2020. On behalf of the County, Watson & Associates Economists Ltd. prepared a detailed draft technical report entitled "Phase 2 Municipal Comprehensive Review: Land Needs, Draft Report, March 31, 2022". Prior to releasing the Draft Phase 2 Report, the County provided Member Municipalities with summary information related to land need, as well as population and employment allocations. The Draft Land Needs Assessment findings were also presented to the public in December 2021.

Staff reported to Council in April 2022 about the results of the Land Needs Assessment and related consultation ([link to report PD2022-11](#)). The Draft Phase 2 Report was then circulated for comment.

Appendix A provides the final results of the Urban Community Area and Employment Area Land Needs in tabular format. The Final Land Needs Assessment Report may be found under the growth management tab on the project website: [link to project website](#).

3.0 Ten Key Points from the Final Land Needs Assessment Report

- The County has an overall shortfall of about 677 ha (1,700 ac) of designated land to meet urban growth forecasts to 2051, of which 30% can be accommodated within current urban settlement areas. The remaining 70% will require Urban Settlement Area boundary expansions.
- The shortfall is divided into two broad categories: Community Area land (mainly residential, but also commercial, office and institutional) and Employment Area land (industrial).
- The Community Area land shortfall is approximately 485 ha (1,200 ac) and can partially be addressed by redesignating 195 ha (480 ac) of Future Development lands in urban settlement areas in Erin, Mapleton, Minto and Wellington North.
- The remaining 290 ha (700 ac) Community Area land shortfall will need to be addressed by expanding Urban Settlement Area boundaries in Centre Wellington, Mapleton and Minto.
- The Township of Centre Wellington is in the process of completing the South Fergus Secondary Plan. Once the land use plan, density and other details are finalized there may be impacts on the land need requirements for Centre Wellington, specifically for Fergus.
- For Employment Area lands, the County has an overall shortfall of about 192 ha (475 ac) for growth to 2051 and will need to expand its urban settlement area boundaries in Centre Wellington, Erin and Mapleton.
- Wellington North has a surplus of about 89 ha (200 ac) of Community Area land and 40 ha (100 ac) of Employment Area land to be identified as Excess lands.
- As applicable, the results have been adjusted for the Employment Area land conversion requests that were recommended for conversion.
- Over the 2022 to 2051 forecast period the housing forecast by policy area is 15% built-up area, 75% designated greenfield area and 10% rural area.
- The Land Needs Assessment report focuses on urban land need. Rural residential potential and rural employment lands will be further reviewed as part of the ongoing MCR.

4.0 Consultation

The Phase 2 Land Needs Assessment consultation activities included the following:

Figure 1 Phase 2 Land Needs Assessment Consultation to Date

Type of Consultation	Audience
Review of preliminary Land Needs Assessment findings	Technical Resource Team (TRT) with: <ul style="list-style-type: none"> • Municipal CAOs (or their designate) • Municipal planning consultants • County planning staff • Watson & Associates
Public Information Centre to present Draft Phase 2 Findings (December 13, 2021)	<ul style="list-style-type: none"> • Member Municipalities • Members of public and stakeholders (newspaper notice, and notice through website subscription and email list)
Local Council presentations by request	<ul style="list-style-type: none"> • Centre Wellington Council Meeting (November 22, 2021) • Wellington North Council Meeting (February 7, 2022)
Individual calls/on-line meetings by request	<ul style="list-style-type: none"> • County and Municipal Councillors • Member Municipality staff • Members of public and stakeholders

The above consultation activities were summarized in report PD2022-11.

Staff was also asked to attend the following Council meetings on May 4, 2022 at the Township of Puslinch and May 9, 2022 at the Township of Wellington North to respond to questions about report PD2022-11.

The draft Phase 2 Report was also circulated for comment from April 5 to May 3, 2022 to the following:

- Ministry of Municipal Affairs and Housing
- Member Municipalities
- Indigenous Communities
- Agencies
- Members of public and stakeholders (notice through website subscription and email list)

Section 5.0 provides the results of the circulation.

5.0 Comments on Phase 2 Report

This section together with the tables in Appendix B, provide the key comments directly related to the Phase 2 Land Needs Assessment. Full written comments are available in the project file.

5.1 Provincial

Verbal comments from staff of the Ministry of Municipal Affairs and Housing (MMAH) raised questions in the following areas:

- policy options to manage surplus lands in Wellington North;
- inclusion of Future Development designated lands in calculating the designated greenfield area density target and land need;
- extent of rural employment growth allocated to Puslinch; and
- confirmation of whether rural employment growth would occur within or outside of an expanded Aberfoyle settlement area boundary.

The detailed responses in Table B1 of Appendix B were provided to MMAH and no further questions or concerns by the Ministry have been raised with respect to the Land Needs Assessment.

5.2 Municipal

In response to the circulation, we received written comments from Minto Council on May 3 and May 22, 2022. Staff were also requested to attend Puslinch and Wellington North Council meetings in May 2022 to address questions about the MCR and draft land needs assessment. Those comments are detailed in Table B2 of Appendix B. There were no changes to the Phase 2 report as a result of this feedback as the matters raised will be considered as part of Phase 3.

While the Township of Mapleton did not directly comment on the circulation, they have prepared a Growth Management Summary (January 2022). Appendix B of the Township's growth management document delineates potential land optimization for Mapleton including areas to be added and/or removed from settlement areas, identification of excess lands, and areas for future consideration. This information will be further considered as part of Phase 3.

5.3 Indigenous Communities

There were no comments received from Indigenous communities as a result of the circulation.

5.4 Agencies

Our office received comments from the following legislated commenting authorities: Saugeen Conservation and Maitland Valley Conservation Authority. No changes to the Phase 2 report were requested.

5.5 Stakeholders and Members of the Public

The public comments were received are listed below and details are included as Appendix B:

- Centre Wellington**
- Wraithaven Homes, 930 Scotland Street (Fergus)
 - Member of the public with concerns about deficiencies in the intensification review
 - Member of the public regarding 550 St. George Street and 2010 Johnson Street (Fergus)

- Polocorp Inc. regarding 968 St. David Street North and 6581 Highway 6
 - Donkers Poultry Farms Inc., Nichol Poultry Farms Ltd., Elora View Farm Ltd. regarding 7863 Second Line and 6260 Jones Baseline (Fergus) and 6389 Wellington Road 7 (Elora)
 - Councillor Ian MacRae regarding an increase in medium density and AO Smith site
 - Parcel Economics regarding share of growth allocated to Elora and planning for market contingency
- Erin**
- KLM regarding deferral lands of Concession 10, Part Lot 16 & 17, Erin
- Guelph/Eramosa**
- Weston Consulting regarding 4952 Seventh Line, Guelph/Eramosa
 - GWD for 8531 Highway 7, Guelph/Eramosa
- Minto**
- GSP Group regarding 41 Park Street (Clifford)
- Puslinch**
- Member of the public about the need to expand
 - Thomson Rogers raising concerns about inventory data
 - DRS Developments Ltd. raising concerns about inventory data
- Wellington North**
- Member of public about residential inventory (Arthur)
 - Hapfield Developments about edits to Employment Conversion Site 5
 - GSP, Altus Group, BCX Environmental Consulting on behalf of North Arthur Developments Inc. regarding changes to their employment area conversion request and comments on the technical details of the Land Needs Assessment report

5.6 Conclusion

The comments have been reviewed by Watson and planning staff. Many of the public comments related to proposals for settlement area boundary expansions which will be considered as part of future Phase 3 of the MCR. As a result of other feedback, the Land Needs Assessment was refined to:

- address minor edits;
- add text regarding the South Fergus Secondary Plan;
- adjust Erin Village Employment Area supply regarding deferral lands;
- adjust conversion site mapping and area in north Mount Forest (Site #5), but no change to decision on the request; and
- adjust conversion site mapping and area in Arthur (Site #6), but no change to decision on the request.

No further changes to the Urban Land Needs Assessment Report are recommended.

6.0 Next Steps

Staff will draft an Official Plan Amendment(s) implementing Phase 2 for consideration of the alternative intensification target, employment area density, and other policy areas as appropriate.

Based on the findings of the Phase 2 Report, Phase 3 of the MCR will explore the following:

- **Community Area Lands:** Re-designation of Future Development lands, location options for urban settlement area boundary expansion(s), location options for excess lands, etc.
- **Employment Area Lands:** Location options for urban settlement area boundary expansion(s), location options for Excess lands, etc.
- **Rural Area:** Addressing rural employment area needs and review rural residential development potential in secondary urban centres (Aberfoyle, Morriston), hamlets and through severances in the secondary agricultural area in Erin, Minto and Puslinch.

Phase 3 will also consider other areas of policy development needed to conform with Provincial policy, results of local growth management initiatives and the South Fergus Secondary Plan.

7.0 Recommendations

That the report “County Official Plan Review – Land Needs Assessment” be received for information.

That the “Phase 2 MCR Report: Urban Land Needs Assessment, August 29, 2022 Final Report” be approved in principle.

That the County Clerk forward the report to the Ministry of Municipal Affairs and Housing and to Member Municipalities.

That staff be directed to bring forward a draft Official Plan Amendment to implement the policy recommendations in the report as part of the Municipal Comprehensive Review at the appropriate time.

Respectfully submitted,



Sarah Wilhelm, MCIP, RPP
Manager of Policy Planning

Appendix A Urban Community Area and Employment Area Land Needs
Appendix B Comment and Response Tables

Appendix A

Urban Community Area and Employment Area Land Needs

NOTES: Future Development Lands are located within Settlement Area Boundaries
S.A.B.E. refers to a Settlement Area Boundary Expansion

Figure ES-3
County of Wellington
Urban Community Area Land Needs
Adjusted for Recommended Employment Area Conversions

Area Municipality	Redesignation of Future Development Lands to Community Area	Community Area S.A.B.E., ha	Community Area Excess, ha
Centre Wellington	-	238	-
Mapleton	15	34	-
Minto	61	18	-
Wellington North	81	-	89
Puslinch	-	-	-
Guelph-Eramosa	-	-	-
Erin	38	-	-
County of Wellington	195	290	89

Notes: Adjustment made to the Township of Wellington North (2 ha) and the Township of Centre Wellington (9 ha) to account for recommended Employment Area to Community Area conversions.

Source: Watson & Associates Economists Ltd.

Figure ES-4
County of Wellington
Urban Employment Area Land Needs
Adjusted for Recommended Employment Area Conversions

Area Municipality	Urban Employment Area S.A.B.E., ha	Urban Employment Area Excess, ha
Centre Wellington	160	-
Mapleton	9	-
Minto	-	-
Wellington North	-	40
Puslinch	-	-
Guelph-Eramosa	-	-
Erin	23	-
County of Wellington	192	40

Notes: Adjusted for recommended Employment Area to Community Area conversions in the Township of Wellington North (2 ha) and the Township of Centre Wellington (14 ha).

Source: Watson & Associates Economists Ltd.

Appendix B

Summary of Comments and Responses

Table B1	PROVINCIAL Comment and Response Table
Table B2	MUNICIPAL Comment and Response Table
Table B3	AGENCY Comment and Response Table
Table B4	PUBLIC AND STAKEHOLDER Comment and Response Table (none received for Mapleton)
Table B4.1	CENTRE WELLINGTON
Table B4.2	ERIN
Table B4.3	GUELPH/ERAMOSA
Table B4.4	MINTO
Table B4.5	PUSLINCH
Table B4.6	WELLINGTON NORTH

List of Abbreviations Used

BUA	Built-up Area
DGA	Designated Greenfield Area
LNA	Land Needs Assessment
MCR	Municipal Comprehensive Review
MVCA	Maitland Valley Conservation Authority
OPA	Official Plan Amendment
PMTSA	Protected Major Transit Station Area
SVCA	Saugeen Valley Conservation Authority

Table B1 **PROVINCIAL Comment and Response Table**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Ministry of Municipal Affairs and Housing June 8, 2022 Verbal Comments	<p>Surplus Lands in the Township of Wellington North</p> <p>An overall need for more designated greenfield lands has been identified through the draft Land Needs Assessment to accommodate forecasted growth to 2051 at the county-level. However, there appears to be a misalignment of urban designated lands across area municipalities, with an identified surplus of 89 hectares of urban designated lands in the Township of Wellington North. Settlement area boundary expansions are only permitted in A Place to Grow when opportunities to accommodate growth are not available within settlement area boundaries.</p>	See below
	<p>The Land Needs Assessment report notes that the county would develop a policy approach to manage these surplus lands in a future report.</p> <p>Could you please elaborate on the potential policy options the county may consider when managing surplus lands in Wellington North?</p>	<p>The County will look at introducing an overlay policy which will prohibit development on such lands until 2051 or through a subsequent MCR exercise (i.e. if the planning horizon is extended and additional growth has been allocated to the County). This will be examined in Phase 3 in more detail.</p>

Table B1 **PROVINCIAL Comment and Response Table (continued)**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
	<p>It is unclear whether these surplus lands designated 'Future Development' have been included as part of the calculation of the designated greenfield area density target, as they are within the settlement area but are not currently designated for development.</p> <p>Could you please confirm for my colleagues and I whether the draft Land Needs Assessment took into account the 89 hectares of surplus land in the Township of Wellington North when calculating the designated greenfield area (DGA) density target and amount of land required to be added to settlement areas?</p>	<p>Future Development lands that are required to the 2051 horizon were included in the DGA Community Area density calculation.</p> <p>All Future Development lands that are required to the 2051 horizon have been identified for Community Area use (with the exception of 2 ha in Centre Wellington identified for Employment Area use).</p> <p>Future Development lands that are not required (i.e., excess lands) are not included in the DGA Community Area density calculation.</p> <p>In the case of Wellington North, not all Future Development lands are required for Community Area land requirement. Approximately 89 ha is surplus and is not included in the density calculation. Wellington North is the only Area Municipality with excess lands.</p> <p>Appendix D, Figure D-2 illustrates how Future Development lands were utilized in Wellington North.</p>

Table B1 **PROVINCIAL Comment and Response Table (continued)**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
	<p>Rural Employment in the Township of Puslinch</p> <p>The draft Land Needs Assessment proposes to allocate approximately 23% (2,800 of 12,100) of forecasted employment area jobs to the rural area. Most of the rural employment area jobs (2,000) have been allocated to the Township of Puslinch. To accommodate growth in Puslinch, a need for 30 hectares of land was identified to accommodate the allocation of forecasted rural employment growth.</p> <p>Could you please confirm whether the proposed rural employment area growth would occur within or outside of an expanded Aberfoyle settlement area boundary?</p> <p>Could you please also provide additional information demonstrating why the county considers the proposed allocation of rural employment area jobs to Puslinch to be limited and reasonable in the context of A Place to Grow?</p>	<p>The County is prepared to look at the option of modifying the Aberfoyle settlement area boundary so that it corresponds with the rural employment areas which are presently developed and/or designated (generally between Highway 401 and Aberfoyle). After which, the County could consider Aberfoyle settlement area boundary expansion locations to accommodate the need for additional rural employment lands. This work could be undertaken as part of the Study for the Regionally Significant Economic Development Area or as part of Phase 3.</p> <p>The Rural Employment Areas jobs allocated to Puslinch represent a small portion of the County's employment growth allocation (2021 to 2051) at 7%. It is important to recognize that Rural Employment Area represents a large portion of Puslinch's employment base as of 2021 (42%). Over the 2021 to 2051 period, Puslinch is forecast to added 65 jobs annually to the Rural Employment Areas which is similar to the past 10 years (2011 to 2021 at 66 jobs annually).</p>

Table B2 MUNICIPAL Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Town of Minto May 3, 2022	<p>Council resolution that Minto support the general direction of the Phase 2 Land Needs draft report subject to the following:</p> <ol style="list-style-type: none"> 1. That Settlement Areas in Harriston and Clifford not be reduced as the surplus land areas are minor, and the County work with the Town to identify where the Palmerston Settlement Area should be increased. 2. Settlement Area boundaries consider the need to maintain a healthy level of choice and parcel availability for future development. 3. Minto support mixed use opportunities in highway commercial uses subject to servicing, land use compatibility and community integration issues being considered. 4. That there be no decrease in the current designated Employment Lands in Minto. 5. Staff continue to monitor the municipal comprehensive review process through to completion with regular reports to Council on: <ol style="list-style-type: none"> a) Clear policies on urban boundary expansions up to 40 ha to encourage flexibility, reduce rigidity and to increase development opportunity; b) Flexible process to allow urban area expansions if demand warrants in one local tier using surplus growth from local municipalities not meeting targets; 	<p>The comments from Minto Council which are primarily related to Phase 3 of the municipal comprehensive review. Planning staff will further consider these comments as part of the Phase 3 work.</p>

Table B2 **MUNICIPAL Comment and Response Table (continued)**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
	<p>c) Rural development policies <u>not</u> more restrictive than Provincial Policies allowing minor infill and rounding out of settlement areas (Official Plan Amendment 119);</p> <p>d) Changes or alterations to Agricultural Land mapping in Minto; and</p> <p>e) Any other issues and concerns that arise during the municipal comprehensive review.</p>	See above.
Township of Puslinch May 4, 2022	<p>Staff attended May 4, 2022 Puslinch Council meeting. Council’s verbal comments were that they would like the following matters to be considered during Phase 3 of the MCR:</p> <ul style="list-style-type: none"> • Additional Residential Units (ARUs) in the supply • Plain language material for residents • Mixed use designation for Puslinch • Rural clusters • Aberfoyle expansion • Review of 1 km fringe policies 	Planning staff will further consider these matters as part of the Phase 3 work.
Township of Wellington North May 9, 2022	<p>County planning staff attended Township Council to respond to questions about report PD2022-11 County Official Plan Review – Draft Land Needs Assessment. Two key questions:</p> <ul style="list-style-type: none"> • If current employment area conversions aren’t recommended when can they be considered again? • When will re-designation requests for Future Development lands be considered? 	<p>The Provincial Growth Plan dictates when employment area lands may be considered for conversion to non-employment uses. This may occur through a municipal comprehensive review (policy 2.2.5.9) or until the next municipal comprehensive review (policy 2.2.5.10).</p> <p>Re-designation of Future Development designated lands will be considered as part of Phase 3.</p>

Table B2 **MUNICIPAL Comment and Response Table (continued)**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Town of Minto May 22, 2022	<p>Council resolution item #4 pertains to the municipal comprehensive review:</p> <p>Request the County address Ministry of Municipal Affairs and Housing, Report of the Ontario Housing Affordability Task Force recommendations, and Town suggestions flowing out of the May 22 report, in a Phase 3 MCR policy paper to increase housing supply and affordability, including issues of homelessness and housing for marginalized persons.</p>	Planning staff will further consider these comments as part of the Phase 3 work.

Table B3 **AGENCY Comment and Response Table**
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Saugeen Valley Conservation Authority May 3, 2022	Lands proposed for boundary expansion and re-designation (including conversion of uses and intensification) will need to have regard for natural hazard lands and natural heritage features. Would like to assist with Phase 3 by reviewing proposed expansion mapping prior to finalization. SVCA can be contacted for a copy of their most current natural hazard mapping.	No further response required at this time.
Maitland Valley Conservation Authority May 10, 2022	Request confirmation that flood hazard limitations in Minto were factored into the proposed intensification targets and land needs assessment.	Staff provided the County's Harriston residential supply inventory (which was used as the basis for the LNA analysis) to MVCA staff. MVCA was satisfied that the current floodplain mapping, while dated, is sufficient to estimate general limitations and restrictions for Harriston and had no further issues.

Table B4.1 CENTRE WELLINGTON PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Wriothaven Homes April 8, 2022 LNA-003	Request to expand Fergus to include property at 930 Scotland Street, Centre Wellington.	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the future Phase 3 technical work.
Member of the public April 18, 2022 LNA-004	<ul style="list-style-type: none"> • Report does not provide best practices review • Report does not provide site-specific review of constraints on growth/intensification • Report does not review “soft sites” in the BUA with housing intensification potential • Report doesn’t follow Durham Region’s process including a “Housing Intensification Study Technical Report” 	<p>The size and structure of Durham Region differs significantly from Wellington County. Durham has Urban Growth Centres, Regional Centres, Major Transit Station Areas, Waterfront Places and Regional Centres, Local Centres and Corridors. The introduction of Protected Major Transit Station Areas (PMTSAs) as a component of the Durham regional urban structure represents an opportunity to accommodate a significant amount of growth in close proximity to existing and planned GO stations and service.</p> <p>Appendix A of the County’s LNA provides details on the intensification demand and supply. It is important to recognize that Durham Region requires a minimum of 50% of its housing annually within the BUA, while the County of Wellington has requested an alternative target of 15% of its housing annually within the BUA (down from 20%).</p>
Member of the public April 23, 2022 LNA-005	Request for consideration of conversion of 550 St. George Street and 210 Johnston Street north to residential.	Lands are identified as “Site 3 – East of Beatty Line / Garafraxa Street – Fergus Beatty Line and Hill Employment Area” in Report. It is recommended that a special policy be developed to allow this Employment Area to transition to uses that would complement the surrounding area.

Table B4.1 CENTRE WELLINGTON PUBLIC Comment and Response Table (continued)
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Polocorp Inc. May 2, 2022 LNA-007	Request to expand Fergus to include property at 968 St. David Street North and 6581 Highway 6, Centre Wellington.	The proposal for these sites has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the future Phase 3 technical work.
Donkers Poultry Farms Inc. Nichol Poultry Farms Ltd. Elora View Farm Ltd. May 3, 2022 LNA-009	Request to expand Fergus to include property at 7863 Second Line and 6260 Jones Baseline, Centre Wellington. Request to expand Elora to include property at 6389 Wellington Road 7, Centre Wellington.	The proposal for these sites has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the future Phase 3 technical work.
James Keating Construction May 3, 2022 LNA-013	Request to expand Elora/Fergus to include property at 6574 Gerrie Rd and 6583 Gerrie Rd, Centre Wellington.	The proposal for these sites has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the future Phase 3 technical work.
Ian MacRae Councillor May 3, 2022 LNA-016	<p>Would like to see a reduction of low density from 4,920 to 3,000 and an increase in medium density from 1,760 to 3,680.</p> <p>Raises concerns about known and suspected contamination of AO Smith site.</p>	<p>The County of Wellington MCR Phase 1 Report explored the housing allocation and type of housing in detail to ensure an adequate range of housing options across the County.</p> <p>The housing forecast for Centre Wellington appropriately addresses future housing market demand over the planning horizon as established through the MCR Phase 1 Report. It is important to recognize that the forecasts are minimums and the Township of Centre Wellington can set targets for higher density housing types.</p> <p>Sites which are known or suspected to be contaminated are subject to applicable policies and requirements prior to development.</p>

Table B4.1 CENTRE WELLINGTON PUBLIC Comment and Response Table (continued)
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Parcel Economics Inc. May 2, 2022 LNA-017	Concerns: <ul style="list-style-type: none"> • The share of Centre Wellington population growth allocated to Elora is less than the share of growth the community has attracted historically • The DGA unit supply does not plan for market contingency, as identified in the Provincial Land Needs Methodology. 	<p>It is important to note that Elora is anticipated to accommodate less intensification growth compared to Fergus based on supply opportunities in the BUA (12% in Elora versus 22% in Fergus).</p> <p>Fergus is the larger Urban Centre and has a more diverse existing housing base relative to Elora. Within Fergus there are a wider-range of housing options by density (i.e., high density) and location (BUA and DGA) compared to Elora.</p> <p>Over the forecast Elora is anticipated to add 77 housing units annually which is 28% higher than historically (2006 to 2021).</p> <p>A contingency as identified in the Provincial Land Needs Methodology is optional and should be based on local circumstances where applicable.</p>

Table B4.2 ERIN PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
KLM Solmar Lands June 3, 2022 LNA-018	Concession 10, Part Lot 16 & 17, Town of Erin Objection to assigning employment land use to portion of deferral lands of Solmar development.	Based on careful review Watson has assigned the deferred lands to the Community Area.

Table B4.3 GUELPH/ERAMOSIA PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Weston Consulting April 29, 2022 LNA-006	4952 Seventh Line, Guelph/Eramosa Township Comments on behalf of Amrinder Mangat (representative of the owner) as an addendum to December 3, 2021 comment letter on OPA 119. Request to expand a Rural Employment Area onto the site and nearby lands.	The proposal for this site has been filed as a Rural Employment Area expansion request, which will be considered as part of the future Phase 3 MCR technical work.
GWD May 3, 2022 LNA-012	8531 Highway 7, Guelph/Eramosa Township Comments on behalf of Bala Balasingham (owner). Request to expand Rockwood to include property.	The proposal for this site has been filed as a Settlement Area Boundary expansion request, which will be considered as part of the future Phase 3 technical work.

Table B4.4 MINTO PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
GSP Group May 3, 2022 LNA-011	Request to re-designate Future Development lands at 41 Park Street in Clifford. Request to expand Clifford to include abutting lands.	The proposal to re-designate Future Development Lands will be considered as part of the future Phase 3 technical work. The expansion proposal has been filed as a Settlement Area Boundary Expansion request, which will also be considered as part of Phase 3.

Table B4.5 PUSLINCH PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Member of the public April 6, 2022 LNA-001	Urban area in Puslinch needs to be expanded	The need for Settlement Area Boundary Expansions in Puslinch will be considered as part of the future Phase 3 technical work.
Thomson Rogers May 3, 2022 LNA-010	<p>Raise issues with:</p> <ul style="list-style-type: none"> Land budget data is three years old (July 2019) Mini Lakes lots have environmental constraints including floodplain mapping issues Inappropriately relying on rural severance activity to fulfil the needs of the Township Need to allow minor rounding out and infilling of rural settlements <p>Seeking support of Audrey Meadows proposal</p>	<p>It is important to recognize that the forecast is a minimum.</p> <p>The provincial LNA does not require an assessment of land needs outside the urban system (refer to section 2.2 and 2.3 in MCR Phase 1 Report). Changes to rural settlement boundaries (where applicable) will be addressed in Phase 3 subject to provincial, County and local policies.</p>
DRS Developments Ltd. May 3, 2022 LNA-015	<p>Issues similar to above</p> <p>Also question inventory of 30 lots east of Highway 6, Morriston</p>	Refer to response above.

Table B4.6 WELLINGTON NORTH PUBLIC Comment and Response Table
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
Member of the public April 11, 2022 LNA-002	Inquiry about residential inventory for Arthur	No further response required.
Hapfield Developments May 2, 2022 LNA-008	Detailed comments and edits regarding Employment Conversion Request “Site 5 – E of Highway 6 and North of Sligo Road – Mount Forest Northeast Employment Area”. Request to add lands to be considered for conversion to residential use north of MF-1c (see map at right).	Mapping will be updated in the Final Phase 2 Report as well as the description of the site. The revision does not change the outcome of the recommendation. 

Table B4.7 WELLINGTON NORTH PUBLIC Comment and Response Table (continued)
Draft Phase 2 MCR Report: Land Needs (March 31, 2022)

Name/Date/ID	Key Phase 2 Comments	Response
<p>GSP Altus Group BCX Environmental Consulting May 3, 2022 LNA-014</p>	<p>Comments on behalf of North Arthur Developments Inc. who has submitted a request for an employment area conversion through privately initiated development applications and as part of the MCR process. GSP outlines a revised proposal, which includes a reduction in the conversion area from 14.1 ha to 8 ha.</p> <p>Comments on Phase 2 LNA report:</p> <ul style="list-style-type: none"> • LNA overstates rural development potential • Servicing capacity likely to improve in Arthur before 2041 • Above results in need for 19.0 to 23.8 gross hectares of community area land • Potential density of employment lands is underestimated 	<p>Rural population forecast represents a reasonable rate of growth in Wellington North. Approximately 230 housing units have been allocated to the Rural Area in Wellington North over the next 30 years (8 units annually; 8% of the Township’s housing growth).</p> <p>As summarized in Appendix B-3 of the County of Wellington Phase 2 Draft Report, the County has identified 167 housing unit potential outside the Urban Centres in Wellington North. The majority of those units are registered/draft approved in Rural Settlement Areas. Limited growth is anticipated in the Rural Area outside of Rural Settlement Areas. Further, opportunities for Additional Residential Units are anticipated.</p> <p>Servicing capacity for Arthur to 2041 is based on information available at this time. The County and Township will monitor growth and servicing capacity.</p> <p>Employment Area density was reviewed carefully. The density in Arthur as of 2019 is 29 jobs/ha and 20 jobs/ha in Mount Forest. It is important to recognize that the density in Arthur is high due to a large auto parts manufacturer. Over the forecast the density is anticipated to drop to 18 jobs/ha to reflect a broad range of industries, as well as recognizing an increase in automation of manufacturing.</p> <p>The proposed revisions and technical submissions do not change the outcome of the recommendation.</p>



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of October 11, 2022
From: Darren Jones, Chief Building Official
Subject: CBO 2022-11 Building Permit Review Period Ending September 30th, 2022

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-11 being the Building Permit Review for the period ending September 30th, 2022.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2022-10 Building Permit Review Period Ending August 31st, 2022
2. CBO 2021-14 Building Permit Review Period Ending September 30th, 2021

BACKGROUND

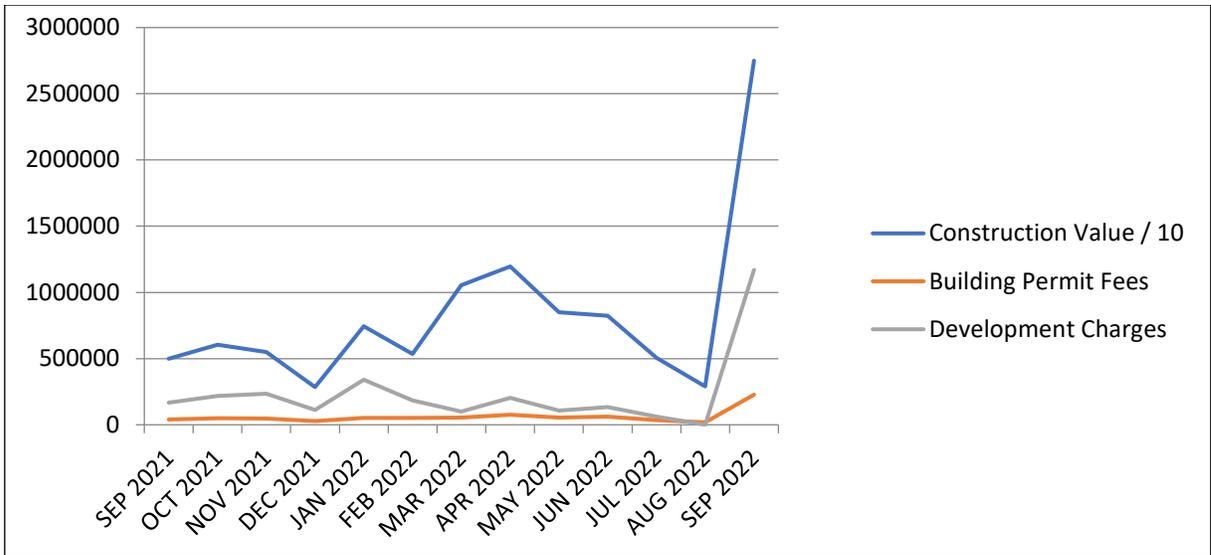
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	67	23,859,350.00	201,000.00	1,131,095.00
Multi Family Dwelling	1	700,000.00	3,600.00	18,908.43
Additions / Renovations	7	810,000.00	7,562.59	0.00
Garages / Sheds	4	440,000.00	3,819.62	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00

Commercial	1	60,000.00	718.24	0.00
Assembly	1	4,500.00	130.00	0.00
Industrial	1	200,000.00	1,698.84	19,535.02
Institutional	0	0.00	0.00	0.00
Agricultural	4	1,355,000.00	6,671.51	0.00
Sewage System	3	65,000.00	1,560.00	0.00
Demolition	3	9,000.00	390.00	0.00

Monthly Total	92	27,502,850.00	227,150.80	1,169,538.45
Total Year to Date	341	87,474,710.00	616,544.21	2,247,240.16

12 Month Average	33	8,489,125.83	63,125.18	238,812.87
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10 Year Monthly Average	32	5,877,720.00	47,472.50	162,153.38
10 Year, Year to Date Average	218	36,615,364.10	303,496.50	705,420.59

This month the Building Department issued 92 building permits with a total combined construction value of \$27,503,000 this is equivalent to \$14,824,000 five years ago in 2017 using a deflationary factor of the residential building construction price index.

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

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

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Darren Jones, Chief Building Official
Recommended By:	Brooke Lambert, Chief Administrative Officer



Staff Report

To: Mayor and Members of Council Meeting of October 11th, 2022

From: Dale Small,
Economic Development Officer

Subject: EDO 2022-026 Community Improvement Program and Grants & Donations
Community Development Fund.

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Report EDO 2022 – 026 being a report on Community Improvement Program and Grants & Donations Community Development Fund,

AND FURTHER THAT Council approves Community Improvement Grants as follows:

- Up to \$ 2,500 to Shaveta Kang Physiotherapy Professional Corp at 190 Main Street South in Mount Forest
- \$ 1,500 to Arthur Greenhouses at 7460/7470 Second Line, Arthur
- Up to \$ 1,000 to I’m So Bad at 110 Main Street North in Mount Forest

AND FURTHER THAT Council approves Community Development Fund fee waivers, for the following two organizations:

- \$1,806.87 to the Hayden’s Hope Foundation to support Childhood Cancer Awareness month and the inaugural "Strike Out Cancer Ball Tournament and Dance"
- \$200.00 to provide two hours of free skating on Nov 25th to support the Arthur Countdown to Christmas 2022 celebrations.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Our **Community Improvement Program** (CIP) enables the Municipality to provide grants to individuals, businesses, and organizations who are making improvements to their buildings and property all in an effort to support revitalization and redevelopment activities in our community. Since 2012, 149 applicants have received grant funding. The total dollar value of improvements made in our community, is conservatively estimated at \$3.1 million. Of this amount 86.3% has been covered by the applicants with the remaining 13.7% covered by grants or loans under the Community Improvement or Downtown Revitalization Programs.

This report contains three applications. All applicants are eligible for funding under our Community Improvement Program and a brief overview follows:

1. Shaveta Kang recently acquired Forest Physiotherapy in Mount Forest at 190 Main Street South. The application is for funding to assist with the cost of a new façade and signage for the business. Photo below is of the existing building and does not reflect the new improvements. The applicant is eligible for 50% funding under our Façade Improvement Program up to a maximum grant of \$2,500.



2. The second application is from Joanna Baars, co-owner of Arthur Greenhouses located at 7460-7470 Second Line in Arthur. The application is for zoning and permit fees associated to improvements being made at their location. The applicant is eligible for \$1,500 in funding under our Application Fees & Development Charges Program.
3. The third application is from Wayne Billings co-owner of I'm So Bad located at 110 Main Street north in Mount Forest. The application is for funding to assist with the restoration of the wooden façade at the front of the building. The applicant is eligible for 50% funding under our Community Improvement Program. Total cost is estimated at less than \$2,000 so upon completion the applicant would be eligible for upwards to \$1,000 in funding.



Grants & Donations Community Development Fund, The Township of Wellington North values the significant role that not-for-profit and community organizations play in delivering events and projects that support our community. Under the Grants & Donations Community Development Fund, funding is available to support project and event-based initiatives, for not-for-profit organizations and community groups.

At the April 11th, 2022, council meeting \$44,564.99 in grants were approved to a total of 31 organizations and on May 6th an additional three applications, totaling \$5,322.89, were also approved. Two recent requests have been received and are recommended for council approval:

- \$1,806.87 in fee waivers to the Hayden’s Hope Foundation to support Childhood Cancer Awareness month and the inaugural "Strike Out Cancer Ball Tournament and Dance". A copy of the application is included as attachment one.
- \$200.00 to provide two hours of free skating on Nov 25th to support the Arthur Countdown to Christmas 2022. This is the second year for this celebration which starts on Nov 24th with a late evening of shopping and ends with an all-day Outdoor Market on Nov 26th.

Both these groups have been advised that in future years applications need to be received by March 31st in order to be included in the annual in-take.

FINANCIAL CONSIDERATIONS

\$35,000 in **Community Improvement Program** funding has been included in the 2022 EDO operating budget. With these three applications \$20,044 in funding has now been approved. As council is also aware we are currently updating our CIP at an estimated cost of \$10,000 so some funding is still available should we receive additional applications before year-end.

From a **Grants & Donations Community Development Fund** perspective, should council approve these two applications, it would bring total approved funding to \$51,894.75:

- \$40,000.00 is included in the Economic Development operating budget
- \$11,894.75 would be covered from the Covid-19 recovery reserve funds.

We don’t expect any more applications in 2022 however should any be received; they will be referred to 2023 for decisioning as part of next year’s process.

ATTACHMENTS

Attachment A: Hayden’s Hope Foundation Grant Application

STRATEGIC PLAN 2019 – 2022

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

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Dale Small, Economic Development Officer	<i>Dale Small</i>
Recommended By:	Brooke Lambert, CAO	<i>Brooke Lambert</i>



WELLINGTON NORTH

SEMPER PORRO

2021 – 2022 GRANTS AND DONATIONS APPLICATION FORM

The purpose of this program is to support local community groups and organizations in obtaining donations, waiver of rental fees, etc. in support of local events and fundraisers. The project should meet local needs, involve and empower people and have an aim of sustainability.

Applications can be submitted at anytime however all applications must be received by **March 31st, 2022**. Staff will review the applications and prepare a report for council approval and all applicants will be notified of the decision by the end of April 2022. Applications received after March 31st, 2021, will be reviewed in April 2022.

Organization Name & Address: Hayden's Hope Foundation - 431 Durham St. E., Mount Forest N0G 2L2		
Contact Name & Address: Lindsay Foulon - 431 Durham St. E., Mount Forest		
Contact Telephone: 226-927-1872	Contact email: lindsay@haydenshopefoundation.com	Organization web-site: https://haydenshopefoundation.com/
Amount Requested: \$ 1806.87	Dates Funds Required: Sept/Oct 2022	Can you provide financial statements if asked? : <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>Note - We have EOY financial statements per NFP guidelines</small>
Percentage of Overall Project Cost: 50%		
Organization Mandate: Moving mountains for kids fighting the fight of their lives and the people supporting them. Inspired by the forever fight of Hayden Foulon. As a young non-profit organization, we support oncology families in Southwestern Ontario requiring transplant & CAR-T Cell treatment, oncology patients in Southwestern Ontario requiring adhoc financial support, and oncology patients and their families in Southwestern Ontario who require mental health supports during their oncology journey.		

1. Please provide a brief description of what the donation/grant is for and what you intend to do with it. (i.e. activities to take place, when and where the project will take place etc.)

As a non-profit committed to supporting oncology families in SW Ontario, Hayden's Hope Foundation (HHF) is delivering a fundraising and awareness-building event marking September as Childhood Cancer Awareness month. The inaugural "Strike Out Cancer Ball Tournament and Dance" will bring together 12-14 baseball teams from the local community in a friendly slo-pitch tournament to "strike out cancer" followed by a dance that will provide an opportunity to heighten awareness about childhood cancer and provide fundraising and sustainability opportunities for the Foundation. **Funding being requested will solely cover the cost of space (arena & ball fields) and rentals provided by the Township of Wellington North.**

2. Is this the first year for this event/project? If not how many years have you been running this event/project? What benefits will the project bring to the Wellington North community?

First time event/project: YES or number of years for this event/project _____

Is this the first time you have asked for funding from Wellington North for this event: Yes No

If no, how many years have you received funding for this event/project:

Benefits of this event/project:

- Fundraising to support the HHF's ongoing work
- Community-building and economic impact - the event will help create social connection and a sense of belonging amongst the local community, while also creating opportunities for local businesses to benefit (sales, promotions, teams from outside MF)
- Contributing to an important cause - childhood cancer has seen a substantial increase in childhood cancers over the past few decades. In fact, the overall rate has increased 27% since 1975 in kids under the age of 19.

3. What main objective(s) does your event/project aim to achieve (max 3)

1. Raise funds to support oncology families in SW Ontario
2. Build awareness of childhood cancer, the Hayden's Hope Foundation, and the need for broad community support
3. Provide a unique community-building opportunity for local citizens and businesses

4. How have community members been involved in the planning and development stages of this project or event and how will you promote and recognize the funding that you have received from the Township of Wellington North?

Community members have been incredibly generous with their time and support. Local businesses have offered pro bono services (printing, swag, decorations, etc.) and a number of local citizens are volunteering their time to ensure the event is successful. The Lions Club has also volunteered to be a partner in supporting core elements of the event that would be more complex if coordinated by our volunteer team (e.g.. beer tent, bar at dance).

We will happily recognize the Township on social media pertaining to the event, in signage and speaking remarks at the event, and in post-event summaries posted on our website and potentially through local media.

5. What partnerships and/or funding have you developed or received from other community groups to plan and/or implement your event or project? Have you received or will you be applying for funding from other Government sources?

The Lions Club will be coordinating the beer tent during the tournament and overseeing the bar during the evening dance.

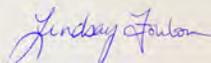
The team at the Township offices - while not a formal partnership - have been gracious in helping us understand processes and coordinate bookings.

We have not received government funding and do not have any pathways to secure this at this time.

6. Other information that you would like to provide. (Continue on the back if necessary)

Throughout her cancer journey, Hayden spent a significant portion of her life in active treatment. For her family, this meant living on one income, continuing to pay household bills while adding new and unplanned costs, and trying to catch a few moments of sleep on hard couches between the sounds of machines beeping with constant worry in your head. We want to help families following in our footsteps and through events like this, we are better able to provide support. The timing - with it being National Childhood Cancer Awareness Month - is ideal and we are excited to get this inaugural event off the ground. Thank you in advance for your consideration!

I hereby make the above application to the Grants and Donations Program declaring all the information contained herein is true and correct, and acknowledging that the Township of Wellington North will process the application based on the information provided.

Signature: 	Title: Co-Founder, Hayden's Hope Foundation
Printed Name of Signatory: Lindsay Foulon	Date: August 31, 2022

The personal information requested in this form is being collected for the purpose of determining eligibility of an applicant to receive a Council grant. The information collected under the authority of the Freedom of Information and Protection of Privacy Act. Questions regarding the collection of this information may be directed to the Municipal Clerk at 519-848-3620, ext.4227 or at the Municipal Office, 7490 Sideroad 7 West, Kenilworth, ON N0G 2E0. Wellington North may promote the program and reserves the right to use approved and funded projects as examples in promotional programming including using photographs and descriptions of the project in promotional materials. All applications to be submitted to the Township of Wellington North Attention Clerk's Department.

9/30/22

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78538	Abell Pest Control Inc	9/12/22	\$138.32
78539	Arthur Foodland	9/12/22	\$124.37
78540	BELLAMY CONTRACTING SERVICES L	9/12/22	\$339.00
78541	BINGHAM, JOANNE	9/12/22	\$1,637.20
78542	Brenwood Signs	9/12/22	\$2,129.76
78543	Broadline Equipment Rental Ltd	9/12/22	\$375.73
78544	Canadian Tire #066	9/12/22	\$90.34
78545	Chalmers Fuels Inc	9/12/22	\$4,450.43
78546		9/12/22	\$103.44
78547		9/12/22	\$240.00
78548	Custom Rock Creations	9/12/22	\$5,869.22
78549		9/12/22	\$384.00
78550	Eramosa Engineering Inc.	9/12/22	\$6,976.62
78551		9/12/22	\$181.70
78552		9/12/22	\$168.00
78553	Hydro One Networks Inc.	9/12/22	\$1,112.34
78554		9/12/22	\$1,900.00
78555	Leslie Motors Ltd.	9/12/22	\$53,512.52
78556		9/12/22	\$1,900.00
78557		9/12/22	\$144.00
78558	Perfectmind Inc	9/12/22	\$2,034.00
78559	Premier Equipment Ltd.	9/12/22	\$364.70
78560	Royal Bank Visa	9/12/22	\$2,652.15
78561	Royal Canadian Legion - Ontari	9/12/22	\$625.00
78562	Saugeen Connects	9/12/22	\$350.00
78563		9/12/22	\$72.00
78564		9/12/22	\$62.00
78565	Troll Bridge Creek Inc.	9/12/22	\$108.00
78566	Enbridge Gas Inc.	9/12/22	\$410.70
78567	Ward & Uptigrove Consulting &	9/12/22	\$5,876.00
78568		9/12/22	\$1,900.00
78569	Wightman Telecom Ltd.	9/12/22	\$135.39
78570	Workplace Safety & Ins Board	9/12/22	\$9,185.27
EFT0004027	Agrisan SC Pharma	9/12/22	\$5,700.95
EFT0004028	ALS Canada Ltd.	9/12/22	\$339.00
EFT0004029	Arthur Chrysler Dodge Jeep Lim	9/12/22	\$194.47

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0004030	Arthur Lions Club	9/12/22	\$900.00
EFT0004031	Arthur Home Hardware Building	9/12/22	\$191.48
EFT0004032	B M Ross and Associates	9/12/22	\$20,842.85
EFT0004033	Brandt Cambridge	9/12/22	\$3,211.71
EFT0004034	Canadian Safety Equipment	9/12/22	\$170.74
EFT0004035	CARQUEST Arthur Inc.	9/12/22	\$216.82
EFT0004036	Cook's Garage	9/12/22	\$431.04
EFT0004037	Corporate Express Canada Inc.	9/12/22	\$108.44
EFT0004038	County of Wellington	9/12/22	\$480.00
EFT0004039	Steve Cudney	9/12/22	\$150.00
EFT0004040	CW AND COMPANY	9/12/22	\$1,908.98
EFT0004041	Decker's Tire Service	9/12/22	\$333.35
EFT0004042	Delta Elevator Co. Ltd.	9/12/22	\$926.74
EFT0004043	Evoqua Water Technologies	9/12/22	\$499.69
EFT0004044	Excel Business Systems	9/12/22	\$288.74
EFT0004045	Fire Marshal's Public Fire Saf	9/12/22	\$66.58
EFT0004046	FOSTER SERVICES/822498 ONT INC	9/12/22	\$26,679.30
EFT0004047	FOXTON FUELS LIMITED	9/12/22	\$718.39
EFT0004048		9/12/22	\$35.50
EFT0004049	Helm MSP Inc.	9/12/22	\$504.71
EFT0004050	Hort Manufacturing (1986) Ltd.	9/12/22	\$638.80
EFT0004051	Ideal Supply Inc.	9/12/22	\$80.20
EFT0004052	J.A. Porter Holdings (Lucknow)	9/12/22	\$30.74
EFT0004053	Lange Bros.(Tavistock) Ltd	9/12/22	\$10,678.50
EFT0004054	Maple Lane Farm Service Inc.	9/12/22	\$78.85
EFT0004055	Marcc Apparel Company	9/12/22	\$1,802.07
EFT0004056	MRC Systems Inc	9/12/22	\$343.46
EFT0004057	Midwest Co-operative Services	9/12/22	\$346.71
EFT0004058	OSIM Inc.	9/12/22	\$203.40
EFT0004059	Paul Davis of Guelph Wellingto	9/12/22	\$2,182.62
EFT0004060	PETRO-CANADA	9/12/22	\$4,656.80
EFT0004061	Print One	9/12/22	\$229.96
EFT0004062	Purolator Inc.	9/12/22	\$5.09
EFT0004063	Risolv IT Solutions Ltd	9/12/22	\$14,147.26
EFT0004064	SAAM CUSTOM MACHINE	9/12/22	\$334.76
EFT0004065	Saugeen Community Radio Inc.	9/12/22	\$1,858.29
EFT0004066	Stephen Hale	9/12/22	\$1,497.25
EFT0004067	Suncor Energy Inc.	9/12/22	\$15,180.15
EFT0004068	Wellington Advertiser	9/12/22	\$282.50
EFT0004069	Young's Home Hardware Bldg Cen	9/12/22	\$496.87
Total Amount of Cheques:			\$225,525.96



Staff Report

To: Mayor and Members of Council Meeting of October 11, 2022

From: Tammy Stevenson, Development Technologist/Project Lead
Matthew Aston, Director of Operations

Subject: OPS 2022-026 being a report on the Cachet Developments (Arthur) Inc. Service Finance Agreement Preston Street North

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2022-026 being a report on Cachet Developments (Arthur) Inc. Service Finance Agreement Preston Street North;

AND FURTHER THAT Council agrees to the cost sharing of Preston Street Reconstruction with the Township’s cost being at a maximum cost of \$308,086.42 plus applicable taxes;

AND FURTHER THAT Council direct staff to include a Council directed project for the reconstruction of Preston Street North in the 2023 capital budget;

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- **By-Law 062-21** (May 25, 2021) RE: Sewage Allocation Agreement
- **Resolution 2021-178 & 2021-179** (June 14, 2021) RE: Draft Plan of Subdivision
- **By-Law 073-21** (June 28, 2021) RE: Zoning Amendment
- **Site Alteration Agreement** (October 25, 2021) RE: Grading
- **Pre-Servicing Agreement** (February 7, 2022) Registered February 25, 2022
- **Resolution 2022-117 & 2022-118** (April 11, 2022) RE: Draft Plan of Subdivision Red-Line revision
- **By-Law 054-22** (May 9, 2022) RE: Sewage Allocation Agreement
- **Subdivision Agreement** (July 11, 2022)

BACKGROUND

The Township and Cachet Developments (Arthur) Inc. entered into a Subdivision Agreement on July 11, 2022 for Cachet’s development on the east side of Preston Street North between Smith and Domville Streets in Arthur. Within the Subdivision Agreement, Cachet committed to entering into a Service Finance Agreement with respect to the installation of certain municipal services, road construction and the sharing of the costs of that work along Preston Street North.

A Traffic Impact Study was completed for the Cachet Development and concluded that a pedestrian pathway is to be provided along Preston Street between Smith Street and Domville

Street. Additional infrastructure work on Preston Street needs to occur to facilitate the new pedestrian pathway and servicing to the Cachet Development as follows:

- Installing storm sewer to close in the existing open ditch that run parallel to Preston Street on the east of the road.
- Storm box culvert road crossing and sediment control as an outlet for Cachet’s new SWM Pond and Preston Street storm sewer.
- Relocating a portion of the existing watermain to facilitate the installation of the new storm sewer.
- Semi-urbanize Preston Street on east side with curb and gutter, concrete sidewalk and asphalt boulevard.

A portion of the works will be installed in fall of 2022 with the remaining works to be completed in spring of 2023 and surface asphalt in 2024.

FINANCIAL CONSIDERATIONS

Category	2023 Capital Budget
Township Total Cost	\$308,086.42
Cachet Total Cost	\$1,123,142.48
Total Cost of Preston Street N Reconstruction	\$1,431,228.90

*Prices exclude H.S.T.

Township cost sharing to be included in the 2023 Capital Budget.

ATTACHMENTS

By-law 110-22 being a By-law to authorize the execution of the service finance Agreement between Cachet Developments (Arthur) Inc. and the Corporation of the Township of Wellington North.

STRATEGIC PLAN 2019 – 2022

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

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Stevenson, Development Technologist/Project Lead	<i>Tammy Stevenson</i>
Recommended By:	Matthew Aston, Director of Operations	<i>Matthew Aston</i>



Staff Report

To: Mayor and Members of Council Meeting of October 11, 2022
From: Matthew Aston, Director of Operations
Subject: OPS 2021-027 being a report for Council to set the 2023 water and wastewater fees and charges

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2022-027 being a report to set the 2022 water and sewer fees and charges;

AND FURTHER THAT Council authorize a 1.5% increase to water and sewer rates for the year 2023, consistent with the recommendations from the 2020 Water and Wastewater Rate Study prepared by DFA Infrastructure International Inc. dated November 13, 2020;

AND FURTHER THAT Council direct staff to include in the 2023 water and sewer fees and charges by-law the Mount Forest Green House fees and charges;

AND FURTHER THAT Council direct staff to include this special rate for consideration as part of the next water and wastewater rate study;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the necessary by-law.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

RESOLUTION: 2020-364

THAT the Council of the Corporation of the Township of Wellington North approve the revised O.Reg 453/07 Water System Financial Plan No.113-301A (2021-2026) and Wastewater Financial Plan prepared by DFA Infrastructure International Inc. dated November 13, 2020;

AND FURTHER THAT Council approve the 2020 Water and Wastewater Rate Study prepared by DFA Infrastructure International Inc. dated November 13, 2020;

AND FURTHER THAT Council direct staff to post a copy of the revised O.Reg 453/07 Water System Financial Plan No.113-301A (2021-2026) and Wastewater System Financial Plan dated November 13, 2020, on the Township website;

AND FURTHER THAT Council direct staff to submit a copy of the revised O.Reg 453/07 Water System Financial Plan No.113-301A (2021-2026) and Wastewater System Financial Plan dated November 13, 2020 to the Ministry of Municipal Affairs and Housing;

AND FURTHER THAT the resolution of Council approving the revised O.Reg 453/07 Water System Financial Plan No.113-301A (2021-2026) and Wastewater System Financial Plan dated November 13, 2020, be submitted to the Ministry of Environment, Conservation and Parks, as required, as part of the municipal drinking water licence renewal application.

BACKGROUND

Township completed a Water and Wastewater Rate Study dated November 13, 2020 which was approved at the November 26, 2020, meeting of Council. Within the study, water and wastewater rates were set to increase 1.5% each year from the period 2022 to 2026, at which time a subsequent water and wastewater rates study will be necessary.

This report and requested update to by-law number 120-21 being a “by-law to establish the fees and charges for water and sewer services provided by the municipality...” aligns with the study and will set water and sewer services rates for 2023.

This change does require a notice period which will follow this report being received by Council. That said, the revised by-law will come to a future meeting of Council to be confirmed.

As a point of housekeeping with this year’s fees and charges update, Township staff have proposed adding the special water and wastewater rate charged to the Mount Forest Greenhouse per the 2008 resolution of Council below:

Water/Sewer Committee - Minutes, May 28, 2008

Moved by: Councillor Yake
Seconded by: Councillor Chaulk

THAT the Council of the Corporation of the Township of Wellington North authorize a flat usage rate of 10,000 gallons (45.46 cu/m) per month to be charged at a rate reflecting the current wastewater rate study and be adjusted annually for Mount Forest Greenhouse and the Mount Forest Elevator mills.

Carried

Moved by: Yake
Seconded by: Matusinec

That Council authorize a flat sanitary sewer rate for the Mount Forest Greenhouse of \$80/month. This rate to commence August 1st, 2002 and may be reviewed annually.

Carried

In talks within Wellington North Power it has become known that the special rate is no longer applicable to the Mount Forest Elevator Mills but is still applied to the Mount Forest Green House. As part of the recommendation contained within this report, Township staff are seeking further direction that this special rate be considered as part of the next water and wastewater rate study and adjusted accordingly at that time.

FINANCIAL CONSIDERATIONS

Township of Wellington North
 2020 Water and Wastewater Rate Study & O.Reg 453/07 Financial Plan
 November 13, 2020

Table 8-2: Projected Water Rates and Charges

Category	Water					
	2021 Proposed	2022 Proposed	2023 Proposed	2024 Proposed	2025 Proposed	2026 Proposed
Annual Increase (Percent)	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%
Residential Annual (Flat) Base Charge	\$ 558.96	\$ 567.34	\$ 575.85	\$ 584.49	\$ 593.26	\$ 602.16
Non-Residential Annual Base Charge	\$ 670.14	\$ 680.19	\$ 690.39	\$ 700.75	\$ 711.26	\$ 721.93
Non-Residential Volumetric Rate (per m ³)	\$ 2.05	\$ 2.08	\$ 2.11	\$ 2.14	\$ 2.18	\$ 2.21

Table 8-3: Projected Wastewater Rates and Charges

Category	Wastewater					
	2021 Proposed	2022 Proposed	2023 Proposed	2024 Proposed	2025 Proposed	2026 Proposed
Annual Increase (Percent)	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%
Residential Annual (Flat) Base Charge	\$ 687.48	\$ 697.79	\$ 708.26	\$ 718.88	\$ 729.67	\$ 740.61
Non-Residential Annual Base Charge	\$ 824.16	\$ 836.52	\$ 849.07	\$ 861.81	\$ 874.73	\$ 887.85
Non-Residential Volumetric Rate (per m ³)	\$ 2.52	\$ 2.56	\$ 2.60	\$ 2.64	\$ 2.67	\$ 2.71

ATTACHMENTS

Schedule A – Proposed 2023 Water and Wastewater Rates

STRATEGIC PLAN 2019 – 2022

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

- Yes No N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations	
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

SCHEDULE "A"**WATER AND SEWER**
Effective January 1, 20XX

Water/Sewer Servicing Charges	2022	2023 (Proposed)
Paved Road with curb and/or sidewalk up to 1" service	\$ 3,152.49	\$3,199.78
Paved Road with curb and/or sidewalk 1 ½" to 4" service	\$ 4,413.48	\$4,479.68
Paved Road with curb and/or sidewalk 6" service	\$ 4,938.90	\$5,012.98
Paved Road up to 1" service	\$ 2,627.07	\$2,666.48
Paved Road 1 ½" to 4" service	\$ 3,888.07	\$3,946.39
Paved Road 6" service	\$ 4,413.48	\$4,479.68
Gravel Road up to 1" service	\$ 2,311.82	\$2,346.50
Gravel Road Services 1 ½" to 4" service	\$ 3,572.82	\$3,626.41
Gravel Road 6" service	\$ 4,098.24	\$4,159.71
Sanitary Sewer		
Paved road with curb and/or sidewalk up to 6" service	\$ 3,782.99	\$3,839.73
Paved road with curb and/or sidewalk over 6" service	\$ 4,617.44	\$4,686.70
Paved road up to 6" service	\$ 3,257.57	\$3,306.43
Paved road over 6" service	\$ 4,098.24	\$4,159.71
Gravel road up to 6" service	\$ 2,837.24	\$2,879.80
Gravel road over 6" service	\$ 3,677.90	\$3,733.07
Exceptions and Special Circumstances		
The following rates apply when the service connection exists at property line or if the connection is made in the boulevard and does not involve disturbing asphalt/sidewalk or curb. Extra charges for large services apply		
Water	\$ 2,206.74	\$2,239.84
Sanitary Sewer	\$ 2,732.16	\$2,773.14
Connection Fees		
Must be paid to the Township prior to connection to the distribution system. The installation must be inspected by the Township's Building Department and/or Public Works Department. It is illegal to connect to the Township's Water and Sewage Systems without proper approval.		
At the discretion of the Director of Operations, any connection costs in excess of the above described fees will be invoiced to the proponent		

SCHEDULE "A"**Water and Sewer (continued)****Effective January 1, 20XX**

DESCRIPTION	2022	2023 (Proposed)
<p>Swimming Pool Rate:</p> <p>In addition to the charges for water, being the Residential Rate or the General Service Rate in Arthur and Mount Forest hereinbefore set out, there shall be a separate water rate of \$76.13 payable annually to the Township by the landowner for each swimming pool located on a parcel of land during each year or part thereof. For the purposes of this paragraph a swimming pool shall be an inground or aboveground swimming pool containing 8,000 gallons of water or more.</p>	\$76.13	\$77.27
<p>Bulk Water Pick-Up or Supply:</p> <p>Persons wanting bulk water pick-up or supply must contact the Water and Sewer Department Office Monday to Friday between the hours of 7:30 A.M. and 4:00 P.M. to schedule the pick-up or supply. A member of the Township's Water Department must be present when any water is loaded. Unauthorized opening of any Township hydrant is an offence that will have legal implications.</p>	\$152.25	\$154.53
<p>Disconnection/Reconnection of Water Services:</p> <p>(a) At the request of owner to facilitate private water system maintenance; or</p> <p>(b) Will only be allowed if the electrical service is also disconnected or reconnected for the same period of time.</p> <p>A service fee will be charged per disconnect/connect (1 water turn off, 1 water turn on).</p>	<p style="text-align: center;">\$76.13 (During Business Hours)</p> <p style="text-align: center;">\$101.50 (After-Hours)</p>	<p style="text-align: center;">\$77.27 (During Business Hours)</p> <p style="text-align: center;">\$103.02 (After-Hours)</p>
<p>Service Call:</p> <p>Any property owner requesting a service call will be charged a minimum \$76.13 fee if the problem is found to be on the landowner's property. Any involvement by the Township in the repair of services on private property shall be billed to the property owner on a time and material basis.</p>	<p style="text-align: center;">76.13 (During Business Hours)</p> <p style="text-align: center;">\$101.50 (After-Hours)</p>	<p style="text-align: center;">\$77.27 (During Business Hours)</p> <p style="text-align: center;">\$103.02 (After-Hours)</p>
<p>Water-Sewer Operator Fee (Per hour) – During Business or After Hours</p>	\$60.90	\$61.81

SCHEDULE "B"
WATER & SEWER RATES

Effective January 1, 20XX

DESCRIPTION	2022	2023 (Proposed)
Water		
Residential (flat rate)		
Residential - monthly	\$ 46.63	\$47.33
Residential - annually	\$ 567.34	\$575.85
Non-residential Customers – Annual Flat Rate	\$ 680.19	\$690.39
Non-residential*		
Rate per cubic metre	\$ 2.08	\$2.11
Meter Maintenance Fee (Commercial / Industrial) - monthly	\$ 17.60	\$17.86
Wastewater (Sewer)		
Residential (flat rate)		
Residential - monthly	\$ 57.35	\$58.21
Residential - annually	\$ 697.79	\$708.26
Non-residential Customers – Annual Flat Rate	\$ 836.52	\$849.07
Non-residential		
Rate per cubic metre	\$ 2.56	\$2.60
Special Rate (Non- residential) – 460 Durham St E (Green House)		\$80.00
Water Account Set up	\$25.38	\$25.76
Sewer Account Set up	\$25.38	\$25.76

*- 460 Durham St E (Green House) has a special rate related to water; a maximum monthly flat rate based on 45.46 cubic metres per month

5274 Wellington County Rd 27
Rockwood, ON
N0B 2K0



Telephone
(519) 856-9526

Fax
(519) 856-9182

September 23, 2022

Attn: Lindsay Scott, Triton Engineering Ltd.

Via Email

**RE: Township of Wellington North – Reconstruction of Domville Rd.
Request for Extension**

As per our discussion at the September 20th site meeting, Drexler Construction Ltd. would like to formally request this contract to be split into two phases. Phase 1 to be completed in the 2022 construction season and Phase 2 to be completed during the 2023 construction season. This letter will serve as our written request for a contract extension so that Phase 2 can be completed by June 2023.

Also, as discussed, construction schedules for both phases will be provided and Drexler will honor our 2022 tendered prices for the work to be done in 2023, Phase 2.

Main reasons for our extension request have been due to inclement weather, extreme ground water, utility issues during the lot servicing work and manpower shortage.

We request that you review our proposal along with this written request for a contract extension favorably.

Thanks,

Adrien Griffiths, GSC C.Tech
Senior Estimator / Project Manager
AG/ag
Cc: Jerome Drexler Jr.



B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

Box 1179, 206 Industrial Drive
Mount Forest, ON, Canada N0G 2L0
p. (519) 323-2945 www.bmross.net

File No. 17076

October 4, 2022

BY EMAIL ONLY

Tammy Stevenson, C.E.T.
Development Technologist/Project Lead
Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON, N0G 2E0

Re: Marlana Homes Subdivision
Draft Plan 23T-17001
-- Preliminary Acceptance for Stage 1 & Stage 2 --
-- Securities Reduction --

On August 9, 2021, Marlana Homes Inc. entered into a Subdivision Agreement with the Township for a 24-unit (12 semis) Newfoundland Street development south of King Street and adjacent to the fair grounds, in Mount Forest. In accordance with terms of that Agreement, their Engineer (Triton Engineering Services Limited) is requesting Preliminary Acceptance for the constructed Stage 1 and Stage 2 Works, which is one of the requirements before the Township will accept building permit applications. They are also requesting a reduction to the securities amount. The purpose of this letter is to provide Council with our recommendation pertaining to these requests.

Constructed Works

J.T. Excavating constructed municipal servicing and roadways for this subdivision for the Developer. BMROSS and Township staff met with the Contractor and Triton Engineering on October 3, 2022, for a general overview of the Stage 1 Works (i.e., SWM facility, storm sewer, sanitary sewer, watermain, associated services) and of the Stage 2 Works (i.e., road, curb, base asphalt, boulevard rough grading). Works pertaining to Stage 3 (i.e., utilities and street lighting) and Stage 4 (i.e. sidewalks, final lift of asphalt, restoration) will be the subject of future acceptance requests made by the Developer.

We are in receipt of documentation provided to us by Triton Engineering in September and early-October 2022, that includes the following:

- An October 4, 2022, certification letter and securities reduction request letter.

- An October 3, 2022, deficiency and outstanding work list (currently being reviewed by us and Township staff before it is finalized).
- Concrete curb, concrete sidewalk, and base asphalt (HL-4) mix designs.
- Various geotechnical verification test results as completed for the Developer by CMT Engineering (Gran. "A" & Gran. "B" gradation; compaction testing – trench backfill, subgrade, Gran. "B", Gran. "A", asphalt; concrete curb compressive strength).
- Watermain commissioning test results (pressure/leakage test; disinfection; microbiological, tracer wire conductivity test) – it is our understanding the Township's Water Department has received this information.
- Sanitary sewer leakage test results.
- CCTV of the sanitary and storm sewers and services, as completed on August 8 & 31, 2022 (received on September 30, but not yet reviewed by us).

It is our understanding that the reference plan for this subdivision yet needs to be registered (prior to Preliminary Acceptances being granted), and that semi Units 1-9 rear yard drainage easements also yet needs to be registered (prior to the CBO accepting building permit applications; Term 8.9.1). Semi Units 14-19 require grading of adjacent Lucas Subdivision lots in order to achieve the approved Marlana subdivision grading design (prior to CBO accepting building permit applications for these units).

It is our understanding that all utilities have been installed except for natural gas. Occupancy permit applications will not be accepted by the CBO until gas has been installed.

In summary, based on an October 3rd site review meeting and documentation provided by the Developer's Engineer, it is our opinion all the necessary Stage 1 and Stage 2 Works have been constructed for servicing this subdivision (i.e. SWM facility, sanitary sewer, watermain, storm sewer, road), but the Developer yet needs to complete registration for this subdivision. As such, we can only recommend conditional preliminary acceptance of the completed Stage 1 and Stage 2 works at this time.

Securities

It is our understanding the Township currently has \$983,054.86 in securities from the Developer. Triton Engineering is recommending securities be reduced to \$333,393.81, which is for incomplete works and a maintenance holdback for the completed works. We find this value to be reasonable.

The 2-year maintenance period for Stage 1 and Stage 2 will commence once proof has been received that the subdivision is registered.

A Statutory Declaration re: Payment of Accounts is required from the Developer prior to the Township reducing the securities.

Summary

Based on available information provided to us by the Developer and his Engineer, it is our opinion the Township could pass the following resolution:

THAT the Council of the Corporation of the Township of Wellington North grant Marlana Homes Inc., for its Newfoundland Street subdivision in the community of Mount Forest (Draft Plan 23T-17001):

- 1. Preliminary Acceptance for Stage 1 and for Stage 2, subject to and effective from the date the Township CBO receives from the Developer proof of subdivision registration.***
- 2. A reduction in securities to the amount of \$333,393.81, subject to the submission of a Statutory Declaration re: Payment of Accounts by the Developer to the Township CBO.***

It is our understanding that Township staff are in support of granting conditional Preliminary Acceptances of Stage 1 and Stage 2, which will allow Building Permit applications to be submitted once the foregoing applicable matters have been addressed by the Developer, as well as all other relevant Subdivision Agreement conditions for building permit application submissions (e.g., Term 8.9).

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



Frank Vanderloo, P. Eng.



Staff Report

To: Mayor and Members of Council Meeting of October 11, 2022

From: Matthew Aston, Director of Operations
Farhad Hossain, Director of Finance

Subject: Report OPS 2022-024 being a report on the proposed agreement with the Ontario Clean Water Agency (OCWA) for the period 2023 to 2025

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report OPS 2022-024 being a report on the proposed agreement with the Ontario Clean Water Agency (OCWA) for the period 2023 to 2025;

AND FURTHER THAT Council award the Township’s wastewater treatment services contract for the period 2023 to 2025 to OCWA;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement.

AND FURTHER THAT Council waive the requirement for a competitive process as detailed within the Township’s purchasing and procurement policy.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

Report OPS 2020-010 being a report on the Township’s 2020 to 2022 agreement with the Ontario Clean Water Agency (OCWA)

BACKGROUND

Township has a long-standing relationship with the Ontario Clean Water Agency (OCWA) for the provision of maintenance and operating services for the Township’s wastewater treatment facilities including sanitary pumping stations and lagoons.

The Township’s has the following wastewater assets that are maintained and operated by OCWA:

- Mount Forest Wastewater Treatment Plant (WWTP)
- North Water Sanitary Pumping Station (SPS)
- Durham Street SPS
- Cork Street SPS
- Perth Street SPS

- Arthur WWTP
- Frederick Street SPS
- Wells Street SPS
- Arthur Lagoons

The last agreement with OCWA ran from January 1, 2020 and expires December 31, 2022. During this period, Arthur WWTP phase one upgrade was completed which saw significant upgrades to the Arthur WWTP and Frederick Street SPS. OCWA team supported this project from an operations perspective, attend and offered insight at regular construction meetings between the Engineer and Contractor.

Over the next several years the Township anticipates the following additional wastewater assets may be built:

1. SPS on South Water Street to service the Deer Ridge Heights Inc., formerly Avila, development
2. SPS on Martin Street to service the Sunvale Homes development
3. Arthur WWTP – Phase 2

Highlights of the proposed agreement include:

1. Term runs from January 1, 2023 to December 31, 2025;
2. OCWA-Township staff to meet quarterly to discuss the wastewater treatment operations; and
3. Documented change order process.

A copy of the proposed agreement (Schedule D) will be attached to an authorizing by-law within the next Council agenda.

FINANCIAL CONSIDERATIONS

OCWA Contract Analysis (Operating and Maintenance)				
Wellington North (Arthur and Mount Forest WWTPs)				
Period 2019 to 2021				
	2020	2021	2022	2023
Estimate	\$572,894.20	\$529,421.53	\$ 537,647.79	\$604,727.30
Actual	\$474,908.47	\$528,770.68		
Actual as a Percentage of Estimate	82.90%	99.88%		

ATTACHMENTS

- Schedule A – Letter from OCWA dated August 8, 2022
- Schedule B – 2017 to 2019 OCWA Agreement contained in By-law 112-22 on this agenda
- Schedule C – 2020 to 2022 OCWA Amending Agreement
- Schedule D – Proposed 2023 to 2025 OCWA Amending Agreement

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations Farhad Hossain, Director of Finance / Treasurer	<i>Matthew Aston</i> <i>Farhad Hossain</i>
Recommended By:	Brooke Lambert, CAO	<i>Brooke Lambert</i>



30 Spence Avenue
Midhurst, Ontario L9X 0P2
Tel: 705-429-2525
www.ocwa.com

August 8th 2022

Township of Wellington North
7490 Sideroad 7 W, PO Box 125,
Kenilworth, On N0G 2E0
Attention: Matthew Aston, Director of Operations, Interim CAO

Dear Mr. Aston,

Thank you for the opportunity to submit a contract amendment for the renewal of our operations and maintenance services agreement for your wastewater infrastructure.

Renewing our agreement is an opportunity to review our partnership, bring forward best practices, and commit to meeting future challenges together. The Ontario Clean Water Agency (OCWA) and the Township of Wellington North have built a great partnership. Through our many years working together, we have provided cost-effective wastewater treatment services for your residents while protecting the environment and your long-term interests.

The current Services Agreement between the Township and OCWA expires on December 31st, 2022. Going forward, OCWA would be honoured to continue our active role as your trusted provider and partner. OCWA will continue to earn your trust by demonstrating value for service through good governance, transparent processes, open communications and accountable decision making.

The Annual Price

The Annual Price is based on our experience and history of operating and maintaining the Township's wastewater systems. OCWA has adjusted the annual operating estimate to reflect market increases to consumables, labour, supplies and equipment. In addition, we have included both the expenses for Lystek sludge haulage and additional weekly sampling required at the Arthur Wastewater Facility to enable detailed analysis for ammonia.

As with many consumables over the last two years, the price of chemicals has increased in some cases more than 40% since the start of the current agreement. For 2023, chemical suppliers are estimating that chemicals will increase 20% to 120%, depending on the product. In comparison to 2022, OCWA's price estimate for 2023 reflects an overall increase to the operating budget of 12.4%, with chemicals representing 38% of this increase. OCWA would like to note we will continue to work with our support services to look for opportunities for optimization in an effort to mitigate increases wherever possible.

- 2 -

For 2023, the Annual Estimate will be \$604,727.30.

2023 Operating Estimate	Arthur Wastewater Facility	Mount Forest Wastewater Facility
Chemicals	\$43,800.00	\$35,000.00
Electricity	\$250.00	\$250.00
Salaries and Benefits	\$126,312.53	\$138,144.19
Services	\$48,086.34	\$58,992.33
Sludge Haulage	\$30,000.00	\$39,000.00
Supplies and Equipment	\$10,446.20	\$13,421.17
Management Fee	\$29,945.13	\$31,079.41
Total Operating Charges	\$288,840.20	\$315,887.10

Next Steps

We have provided a draft Contract Amendment for your review and approval. Should the Township approve the renewal as proposed, I will prepare the final copy of the Contract Amendment for execution of signatures. If there are any questions or concerns, do not hesitate to let me know.

We thank you for your continued trust in OCWA and look forward to working with you for many years to come.

Sincerely,



Natalie Baker
 Business Development Manager

cc. Don Irvine, Senior Operations Manager

SCHEDULE "C"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the _____ day of _____, 20__.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the Capital Investment Plan Act, 1993, c.23, Statutes
of Ontario.

(referred to in this Amending Agreement as "OCWA")

A N D

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(referred to in this Amending Agreement as "the Client")

(Each a "Party" and together, "the Parties")

BACKGROUND TO THIS AMENDING AGREEMENT

WHEREAS the Client and OCWA entered into an agreement effective January 1st 2017 concerning the operation and maintenance of the Client's Facility (the "Existing Agreement") attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA have agreed to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Client passed By-Law No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following amendments to the Existing Agreement:

- 2 -

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

2. **Section 4.1** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement

This Agreement shall start on January 1, 2020 and shall continue in effect for a term of three years, ending December 31, 2022 (the “Term”).”

3. **Schedule C – The Services** of the Existing Agreement is hereby deleted and replaced with a new “Schedule C”, which is attached to this Agreement:

SCHEDULE C - The Services

A – Services for Wastewater Treatment System

Part 1 – Services included in the Estimate

OCWA will provide the following services:

1. Staffing
 - (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
 - (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
 - (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
 - (d) provide an Overall Responsible Operator for the Facilities familiar with the operation of the Facilities.

- 3 -

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
- (c) Participate in Wellington County's emergency preparedness activities as requested:

7. General

- (a) good housekeeping to maintain a safe work environment;

- 4 -

- (b) OCWA to provide annually asset maintenance records for the previous year.
 - (c) wastewater operator shall complete the following in-house lab analysis two (2) or three (3) times a week between Monday and Friday;
 - a. Grab sample raw sewage for Total Suspended Solids;
 - b. Grab sample aeration tanks for Total Suspended Solids;
 - c. Grab sample of process liquid immediately after clarifier for Total Suspended Solids, Total Phosphorus, Total Ammonium Nitrate of grab sample;
 - d. Grab sample of final effluent for Total Suspended Solids, Total Phosphorus, Total Ammonium Nitrate.
 - (d) make best efforts to have the Municipally owned sludge storage facility empty by November 30 of each calendar year in the most efficient, cost effective manner;
 - (e) ensure General liability and WSIB insurance documentation is filed for each contractor who works within the Facilities and provided to the Township at their request;
 - (f) comply with the Clients procurement policies or comply with OCWA procurement policies;
 - (g) provide cover letter as attached to Annual Report confirming status of the previous year's operations;
 - (h) keep current contingency plans for all major equipment, copies to be located in the Facilities;
 - (i) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
 - (j) provide mobile communications services for OCWA staff.
8. Routine Operations & Maintenance
- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of calibration by third party contractors;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws, subject to change from time to time;

- 5 -

- (v) laboratory sampling, analysis and reports as required by Applicable Laws, subject to change from time to time;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms as well as further investigate and take appropriate steps to eliminate frivolous alarms that have no real impact on operations;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
 - (xi) calculation, recording and analysis of the amount of wastewater treated; daily flows/monthly flows;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xv) before September 1st (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening including disposal;
 - (xviii) clean valve chambers and exercise valves;
 - (xix) coordination and removal of biosolids, haulage and disposal from the Facilities in accordance with applicable MECP Guidelines for sludge disposal;
 - (xx) Extra sewage sampling as requested;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (d) verify or calibrate equipment, as required by regulations;
9. Client Reporting

- 6 -

OCWA shall provide the following reports to the Client:

- (a) a process and compliance report, within thirty (30) days of the completion of each month or such other period as the Client and OCWA may agree upon;
- (b) a summarized financial report, in the format provided in Schedule G, on a quarterly basis indicating expenditures to date and funds remaining;
- (c) an annual financial report, in the format provided in Schedule G;
- (d) Meet quarterly with the Client to discuss operations and plans to make continuous improvement;
- (e) provide monthly flow data spreadsheet to the Township quarterly for reporting to Council;

B - Services for Wastewater Collection System

Part 1 – Services

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- 8 -

- (a) develop and maintain inventory of the Client's original equipment in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities;

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs security alarm systems;
- (c) provide mobile communications services for OCWA staff.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) verification of calibration;
 - (iii) checks and response to alarms as well as further investigate and take appropriate steps to eliminate frivolous alarms that have no real impact on operations;
 - (iv) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
 - (v) maintenance of daily on-site logs and records;
 - (vi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;

- 9 -

- (vii) before September 1st (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (viii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (ix) removal of grit and screening;
 - (x) Extra sewage sampling as requested;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
 - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
 - (d) verify or calibrate equipment.

C - Services for Lagoon System

Part I – Services

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

- 11 -

4. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs security alarm systems;
- (c) provide mobile communications services for OCWA staff.

7. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) inspection of process control equipment to ensure proper operation;
 - (ii) maintenance of daily on-site logs and records, bypass reports and routine checklists as required by Applicable Laws;
 - (iii) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
 - (iv) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;
 - (v) Annual work order to Township providing confirmation and results of visual inspection of lagoon;
 - (vi) recording and analysis of flows;
 - (vii) batch dosing with boat and seasonal discharges, if required
 - (viii) before September 1st (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

- 12 -

- (ix) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (x) clean valve chambers and exercise valves.
- (b) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
 - (c) verify or calibrate equipment

4. **Schedule D – The Estimate And Other Charges** of the Existing Agreement is hereby deleted and replaced with a new “Schedule D”, which is attached to this Agreement:

SCHEDULE D - The Estimate And Other Charges

1. Operations Estimate

No later than September 30st of each year of the Initial Term or any Renewal Term, OCWA shall prepare and submit to the Client, for its approval, an estimate of the charges associated with the provision of the operational and maintenance Services for the following calendar year. The Client will inform OCWA no later than December 1st whether the estimate is approved or not approved (the approved estimate is referred to as the “Estimate”). If the Client does not provide OCWA with its decision regarding approval by the December 1st date, the Estimate shall be deemed approved. The Estimate shall be OCWA’s authorization to incur the expenditures in the Estimate. The Estimate for the first year of the Initial Term is \$447,578.27

2. Reconciliation of the Estimate and Actual Charges

At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year (the “Actual Charges”) which, as indicated in Paragraph 2.7(a), may include an increase in premium for the Insurance. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

3. Other Charges

The Estimate, as reconciled with the Actual Charges, includes all charges associated with providing the Services, except for the following:

- (a) OCWA’s Management Fee (as described in Section 4 of Schedule D below);
- (b) Capital Projects (as described in Section 4.5);

- 13 -

- (c) Unexpected Expenses (as described in Section 4.6);
- (d) charges for any Optional Services that are provided by OCWA to the Client (as described in Section 5 of this Schedule D);

4. Management Fee

- (a) In addition to payment of the Estimate, as reconciled, with the Actual Charges, the Client shall also pay OCWA an annual management fee (the "Management Fee") to provide the management Services, which shall be \$53,800 for the first year of the Initial Term ("Year One"). The Management Fee shall be paid by the Client in twelve (12) equal monthly instalments at the same time and in the same manner as the Estimate. The monthly payment of the Management Fee for Year One of the Initial term shall be \$4,483.33
- (b) For the second year ("Year Two") and subsequent years of the Initial term, the annual Management Fee shall be \$53,800 plus an Adjustment for CPI .
- (c) The Management Fee in any Renewal Term shall be as agreed by the Client and OCWA. If the Client and OCWA cannot reach an agreement on the Estimate and Management Fee for any Renewal Term within six (6) months of the beginning of the last year of the current term (whether the Initial Term or a Renewal Term) (the "Current term"), this Agreement will be terminated one year from the last day of the Current Term. The Parties shall treat this final year in the same manner as if the Current term was extended an additional year.

5. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, (0800 to 1630) shall be billed at \$90.00/hour/person for an Operations Manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT). , and \$65.00/hour/person for an operator or mechanic;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician (PCT) , and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT), and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge;

(d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

6. Service Fee

“Service Fee” means an additional fee of 11% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Authorized Signing Officer)

March 26/2
Date of Signing

By: 

(Authorized Signing Officer)

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

Mar 6 2020
Date of Signing

By: 

(Authorized Signing Officer)
Mayor Andrew Lennox

Mar 6/2020
Date of Signing

By: *Barren Wallau*

(Authorized Signing Officer)
Clerk Barren Wallau

(d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

6. Service Fee

"Service Fee" means an additional fee of 11% charged to the Client when OCWA purchases materials, supplies, equipment or contractor's services on behalf of the Client.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Mar 26, 2020
Date of Signing

By: [Signature]
(Authorized Signing Officer)
VP, OPC

Date of Signing

By: _____
(Authorized Signing Officer)

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mar 6 2020
Date of Signing

By: [Signature]
(Authorized Signing Officer)
Mayor Andrew Lennox

Mar 16 2020
Date of Signing

By: [Signature]
(Authorized Signing Officer)
Clerk Karen Wallace

SCHEDULE "D"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 1st day of January, 2023.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993, c.23*, Statutes
of Ontario.

(referred to in this Amending Agreement as "OCWA")

A N D

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(referred to in this Amending Agreement as "the Client")

(Each a "Party" and together, "the Parties")

BACKGROUND TO THIS AMENDING AGREEMENT

WHEREAS the Client and OCWA entered into an agreement effective **January 1st 2017** concerning the operation and maintenance of the Client's Facilities (the "Existing Agreement") attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA amended the Existing Agreement effective **January 1st 2020**;

AND WHEREAS the Client and OCWA have agreed to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Client passed By-Law No. _____ on the _____ day of _____ 20____ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following amendments to the Existing Agreement:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

2. **Section 4.1** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement

This Agreement shall start on January 1, 2023 and shall continue in effect for a term of three years, ending December 31, 2025 (the “Term”).”

3. **Schedule A –The Facilities** of the Existing Agreement is hereby deleted and replaced with a new “Schedule A”, which is attached to this Agreement:

“SCHEDULE A - The Facilities

Description of the Facilities

For the purposes of this Agreement, the description and address of the Facilities is set out in the following document(s):

Mount Forest CofA Number (June 19th 2007) : #6134-73FHHU

Arthur WWTP ECA Number (September 10th 2019) : #7654-BEMKVD”

4. Schedule D – The Estimate And Other Charges of the Existing Agreement is hereby deleted and replaced with a new “Schedule D”, which is attached to this Agreement:

“SCHEDULE D - The Estimate And Other Charges

1. Operations Estimate

No later than September 30th of each year of the Initial Term or any Renewal Term, OCWA shall prepare and submit to the Client, for its approval, an estimate of the charges associated with the provision of the operational and maintenance Services for the following calendar year. The Client will inform OCWA no later than December 1st whether the estimate is approved or not approved (the approved estimate is referred to as the “Estimate”). If the Client does not provide OCWA with its decision regarding approval by the December 1st date, the Estimate shall be deemed approved. The Estimate shall be OCWA’s authorization to incur the expenditures in the Estimate. The Estimate for the first year of the Initial Term is \$543,702.76

2. Reconciliation of the Estimate and Actual Charges

At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year (the “Actual Charges”) which, as indicated in Paragraph 2.7(a), may include an increase in premium for the Insurance. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

3. Other Charges

The Estimate, as reconciled with the Actual Charges, includes all charges associated with providing the Services, except for the following:

- (a) OCWA’s Management Fee (as described in Section 4 of Schedule D below);
- (b) Capital Projects (as described in Section 4.5);
- (c) Unexpected Expenses (as described in Section 4.6);
- (d) charges for any Optional Services that are provided by OCWA to the Client (as described in Section 5 of this Schedule D);

4. Management Fee

- (a) In addition to payment of the Estimate, as reconciled, with the Actual Charges, the Client shall also pay OCWA an annual management fee (the “Management Fee”) to provide the management Services, which shall be \$61,024.54 for the first year of the Initial Term

("Year One"). The Management Fee shall be paid by the Client in twelve (12) equal monthly instalments at the same time and in the same manner as the Estimate. The monthly payment of the Management Fee for Year One of the Initial term shall be \$5,085.37

- (b) For the second year ("Year Two") and subsequent years of the Initial term, the annual Management Fee shall be \$61,024.54 plus an Adjustment for CPI .
- (c) The Management Fee in any Renewal Term shall be as agreed by the Client and OCWA. If the Client and OCWA cannot reach an agreement on the Estimate and Management Fee for any Renewal Term within six (6) months of the beginning of the last year of the current term (whether the Initial Term or a Renewal Term) (the "Current term"), this Agreement will be terminated one year from the last day of the Current Term. The Parties shall treat this final year in the same manner as if the Current term was extended an additional year.

5. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, (0800 to 1630) shall be billed at \$90.00/hour/person for an Operations Manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT). , and \$65.00/hour/person for an operator or mechanic;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician (PCT) , and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT), and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

6. Service Fee

“Service Fee” means an additional fee of 11% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.”

5. Schedule F – List of Pre-Existing Conditions of the Existing Agreement is hereby deleted and replaced with a new “Schedule F”, which is attached to this Agreement:

“SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

None Identified”

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By:
(Authorized Signing Officer)

Date of Signing

By:
(Authorized Signing Officer)

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

Date of Signing

By:
(Authorized Signing Officer)

Date of Signing

By:
(Authorized Signing Officer)



To: Mayor and Members of Council Meeting of October 11, 2022

From: Karren Wallace, Director of Legislative Services/Clerk

Subject: Report CLK 2022-019 being a report on the Strong Mayors and Building Homes Act.

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information report CLK 2022-019 being a report on the Strong Mayors and Building Homes Act.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Bill 3, the Strong Mayors and Building Homes Act was introduced in the Legislature on August 10, 2022 and received Royal Assent on September 8, 2022 but has not been proclaimed.

The special powers and duties in the legislation are currently for the Mayors of Toronto and Ottawa, however the Province can make these powers on any other municipal Mayors through a regulation.

In a provincial background report dated August 10, 2022 (and attached to this report) the Province states: "The Ontario government is introducing legislative changes today that would, if passed, give the mayors of Toronto and Ottawa new tools to advance provincial priorities, including building 1.5 million new homes over the next ten years and the construction and maintenance of infrastructure to help build housing faster."

Special power and duties include:

- Proposing a budget for the municipality and presenting it to council for consideration
- Determining the organizational structure of the municipality by hiring, dismissing and exercising other prescribed employment powers over municipal department heads. (Not including: the Clerk and Deputy Clerk, Treasurer and Deputy Treasurer, Fire Chief, Chief Building Official, Ombudsman, Auditor General or Integrity Commissioner)
- Establishing, dissolving or assigning functions to prescribed committees or committees within a prescribed class of committees
- Directing the Council agenda on items of provincial priority

-
- Vetoing bylaws that could potentially interfere with a prescribed “provincial priority”

Procedure for a Mayor to veto a by-law

The legislation provides the mayor with certain limited veto powers which can only be exercised with respect to matters related to provincial priorities.

The veto powers apply to by-laws that are enacted under:

- either the *City of Toronto Act, 2006* or the *Municipal Act, 2001* or their regulations;
- the *Planning Act, 2001* or regulations made thereunder; or
- any other prescribed statutes or regulations or provisions thereof.

The mayor may exercise a veto power, in writing, within two days of council approval of the by-law, if such by-law could interfere with a provincial priority.

If the mayor exercises this power, the by-law is deemed to not have been passed by council.

Procedure for Council to Override Mayor’s Veto

A council can override a mayor’s veto with a two-thirds council vote. The head of council may vote as a member of council in a vote to override a veto. If council attains the required majority to override the veto, the by-law is deemed to have passed on the day the council votes to reverse the mayor’s veto.

On October 3, 2022 the province posted the provincial priorities proposed to be included in regulations:

1. Building 1.5 million new residential units by 2031
2. The construction and maintenance of infrastructure to support accelerated supply and availability of housing including, but not limited to, transit, roads, utilities, and servicing
3. Mayor’s veto will apply to development charge bylaws
4. A Mayor’s budget must be complete by Feb. 1 or else the duty to prepare and adopt the budget will transfer to council, in the event that a mayor does propose a budget, council has 30 days to amend it.

The Strong Mayors, Building Homes Act, 2022, and proposed regulations would only impact two municipalities - City of Toronto and Ottawa and becomes effective November 15, 2022.

The proposal is not expected to create any fiscal impacts for government since implementation will be at a municipal level.

FINANCIAL CONSIDERATIONS

There are no financial implications in receiving this report for information.

ATTACHMENTS

Schedule A: August 10, 2022 Backgrounder Ontario Government
Schedule B: October 3, 2022 Posting on the Regulatory Registry

STRATEGIC PLAN 2019 - 2022

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

Yes

No

N/A

Prepared By: Karren Wallace, Director of Legislative Services/Clerk

Karren Wallace

Recommended By: Brooke Lambert, Chief Administrative Officer

Brooke Lambert

Strong Mayors, Building Homes Act

August 10, 2022

Municipal Affairs and Housing

The Ontario government is introducing legislative changes today that would, if passed, give the mayors of Toronto and Ottawa new tools to advance provincial priorities, including building 1.5 million new homes over the next ten years and the construction and maintenance of infrastructure to help build housing faster.

Ontario is doing this through proposed changes to the *Municipal Act*, the *City of Toronto Act* and other Acts to support its municipal partners, who play a crucial role in determining local policy and processes that impact housing supply.

Hiring Key Municipal Leaders and Defining Departments

Key municipal staff and departments help advance work on shared municipal-provincial priorities. The proposed changes would give mayors of Toronto and Ottawa the flexibility to appoint their municipality's Chief Administrative Officer (CAO) themselves or delegate the decision, such as by asking their councils to make this decision. Mayors would also be able to hire certain department heads, excluding statutory positions such as a clerk, treasurer, integrity commissioner, chief of police, chief building official, medical officer of health and others. They would also be able to delegate this power, such as to council or the CAO. When making any changes, the mayor and municipalities would be expected to follow existing collective agreements or contracts.

Getting Committees and Boards in Place

Municipalities and their councils are often supported by committees and local boards. If passed, these changes would allow mayors to create new identified committees and appoint the chairs and vice-chairs of identified committees and local boards. These changes would also allow a mayor to change the make-up of a committee, in order for it to best support a municipality.

Bringing Forward Provincial Priority Matters for Council Consideration

Provincial priorities, such as building more housing, need to be achieved in partnership with municipalities. The proposed changes would empower mayors to direct items to council that could potentially advance a provincial priority. This proposal would also empower a mayor to direct staff to develop proposals to be brought forward for council consideration. 188

Directing the City Budget

Municipal budgets help define priorities for their communities when they deliver services and prioritize projects each year. If passed, this legislation would make a mayor responsible for proposing the municipal budget for council consideration. As part of the budget process, council would be able to make changes to the mayor's proposed budget, which the mayor could then veto. Council could override a mayoral veto with a two-thirds majority vote. The result at the end of the process would become the municipality's budget for the year.

Powers to Veto By-laws and Council Override

These proposed changes would give a mayor power to veto council's passing of a by-law if all or part of the by-law could potentially interfere with a provincial priority. To ensure there is no abuse of power, if passed, council could override a mayoral veto of by-laws related to provincial priorities, with a two-thirds majority vote. The mayor would remain as a member of council for council decision-making with one vote.

Filling a Vacant Mayoral Seat

There are times when a mayor's seat may become vacant before a regular election. If passed, these changes would require a municipality to fill the mayor's seat through a by-election. The existing rules for how by-elections are run would still apply. For example, a municipality is not required to fill the position if a mayor's seat becomes vacant within 90 days before voting day in the year of a regular election. If a mayor's seat becomes vacant after March 31 in the year of a regular municipal election, the municipality would be required to appoint a mayor, who would not have these new powers. This would not impact the flexibility that these municipalities currently have in deciding how to fill other vacant council seats – they would have the choice to appoint someone or have a by-election.

Defining Provincial Priorities

If passed, the government plans on making accompanying regulations to set out current provincial priorities. These priorities could include building 1.5 million new homes in 10 years to address the housing supply crisis, and the construction and

maintenance of infrastructure, such as transit and roads, to support new and existing residential development. 189

Related Topics

Government

Learn about the government services available to you and how government works.

[Learn more](#)

Home and Community

Information for families on major life events and care options, including marriage, births and child care. Also includes planning resources for municipalities. [Learn](#)

[more](#)

Media Contacts

Victoria Podbielski

Minister's Office

victoria.podbielski2@ontario.ca

Communications Branch

MMA.media@ontario.ca

[Accessibility](#)

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[Contact us](#)

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WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council meeting of October 11, 2022
From: Amy Tollefson, Human Resources Manager
Subject: HR 2022-012 Electronic Monitoring Policy

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-012 being a report on Electronic Monitoring policy;

FURTHER THAT Council endorse the Electronic Monitoring policy.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Employers that employ 25 or more employees on January 1 of any year are required to have a written policy on the electronic monitoring of employees in place. These requirements were added to the *Employment Standards Act, 2000* (ESA) on April 11, 2022. There is a special rule that applies in the first year of the requirement. Employers that employ 25 or more employees on **January 1, 2022** have until **October 11, 2022** to have a written policy on the electronic monitoring of employees in place.

The policy must state whether or not the employer electronically monitors employees. If the employer does, the policy must include:

- a description of how and in what circumstances the employer may electronically monitor employees
- the purposes for which the information obtained through electronic monitoring may be used by the employer
- the date the policy was prepared
- the date any changes were made to the policy

An employer must, within the specified timeframes, provide a copy of the written policy to all of its employees and to all assignment employees who are assigned to perform work for that employer.

FINANCIAL CONSIDERATIONS

There are no financial implications in receiving this report.

ATTACHMENTS

Policy 010-22 – Electronic Monitoring Policy

STRATEGIC PLAN 2019 - 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Organizational "Infrastructure"

- 7) Review, align and integrate organizational behaviours, systems and practices to ensure consistent messages and desired destination (e.g. compensation, culture, performance evaluations, policies, conduct, collaboration etc.).

Prepared By:	Amy Tollefson, Human Resources Manager	<i>Amy Tollefson</i>
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Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>
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Electronic Monitoring Policy		
	DEPARTMENT Human Resources	POLICY NUMBER 010-22
	EFFECTIVE DATE October 11, 2022	LEGISLATIVE AUTHORITY <i>Working for Workers Act</i> <i>Employment Standards Act</i>
	APPROVED BY	

Purpose

Township of Wellington North is committed to promoting a culture that respects trust, discretion, and transparency, where employees understand when and how their work is being monitored. This policy is to be used in addition to Wellington North's Personnel Policy 13.5, including Cell Phone Usage Policy. It is intended to establish guidelines for company practices and procedures related to electronic monitoring of employees.

Electronic monitoring is an essential part of ensuring compliance with Wellington North policies and ensuring ITS assets that are owned and managed by Wellington North are being used safely and appropriately. By monitoring Wellington North assets, Wellington North is protecting its' employees from liability and/or performance issues caused by the improper use of the systems made available to facilitate the business at Wellington North.

Scope

This policy applies to all members of Council and staff of the Township of Wellington North. Staff includes all full-time, part-time, contract and volunteer employees. Aspects of the policy also apply to the Wellington North's Information Technology Services provider.

This policy also applies to any other individual who may use Wellington North's electronic resources.

Definitions

Authorized individuals: any individual who has authorization to act on behalf of Wellington North, including request for access and collection of electronic monitoring information.

Corporate Issued Mobile Device(s): are any Mobile Devices which are owned and issued by the Township of Wellington North for use by the authorized individual for business purposes.

Corporate Information: is any and all information in the control and custody of the Township of Wellington North.

Electronic Monitoring: Collecting, recording and reviewing Electronic Data.

Employee: Includes all permanent, full-time, permanent part-time, temporary or casual employees, and volunteers.

GPS: is a device that makes use of the Global Positioning System (GPS) to enable a business or agency to remotely track the location of its vehicle fleet.

ITS: means Information Technology Services.

Members of Council: Includes any current council members of The Corporation of the Township of Wellington North.

Mobile Device(s): defines any cell phone, tablet, or any other related mobile device Wellington North has issued.

Punch Clock: is an electronic system, used by employees to record start and stop time of work.

Staff: Includes all permanent, full-time, permanent part-time, temporary or casual employees, and volunteers.

Technology: includes all computer equipment, laptops, tablets, voice messaging systems, servers, and mainframes that are owned or leased by Wellington North, including without limitation, any and all communications, content, information and messages accessed, created, stored, sent, received or viewed using such equipment.

Wellington North – Township of Wellington North.

Workstation: is a desktop computer used by one or more individuals for the purposes of conducting day-to-day business.

Policy

Wellington North and its ITS provider, use a variety of methods for collecting information from its employees. This information may be used for auditing, analytics, security and integrity of systems, troubleshooting, and in certain circumstances, disciplinary action. Requests for access to any information logged under the data collection section of this policy as it relates to employee disciplinary action shall be directed to the CAO and Wellington North Human Resources.

Use of this information as it relates to employee disciplinary action must be approved by the CAO.

In circumstances where an investigation is required, information collected under this policy shall be requested by authorized individuals. Logs shall include the requester's name, reasoning of the request and all approvals obtained, the type of data obtained, and the method, date and time. This information will be maintained by Wellington North Human Resources.

Appropriate measures are in place regarding any information collected under this policy to ensure that it is only accessible by authorized individuals.

Roles & Responsibilities

All members of Council, staff and Wellington North ITS are responsible for protecting private and/or confidential information collected through electronic monitoring. The CAO and Wellington North Human Resources are responsible for ensuring any electronic information requested as it relates to employee disciplinary action is documented and confidentiality is maintained.

Privacy and Confidentiality

Wellington North's monitoring is focused on collecting information related to its operations and business. However, some information collected by electronic monitoring may be considered personal information. When personal information is under Wellington North's control, it is the responsibility of the Township to protect it. All information collected through electronic monitoring will be securely stored and protected. If any personal information is collected during the data retrieval, its use and release will be limited to achieve the stated purpose of its collection. Wellington North will adhere to all privacy and confidentiality legislation that applies to the collection, use, and disclosure of personal information obtained by electronic monitoring.

Data Collection

The following chart identifies the type of technology, how information is collected, the circumstances of collection, and its intended purpose.

Members of Council and staff should be aware of the data that is collected in the workplace and bring any questions about the data collected to the CAO or Wellington North Human Resources.

Technology	How Collected	Circumstance	Purpose
Access Codes to Facilities	A sensor creates a record of entry and exit times as well as which entrance was used each time an authorized user enters their individual access code.	All members of Council and staff who access a site using an access code.	Building security Employee safety
Location Tracking – Vehicles	Use of onboard portable GPS system	All Municipally owned vehicles	Confirm location of vehicles, confirm compliance with operational plans, May be used for live snowplow location. Employee safety
Mobile Device Management – Corporate Issued Mobile Devices	Applications installed on device, including Township email	Continuous	Email and device security, troubleshooting and device diagnostics.
Networked Computers	Inbound and outbound email activity, application installation and usage	Any workstation or laptop which connects to Wellington North networks, both wired and wireless, including VPN connections to Wellington North networks	Network and systems security, troubleshooting and diagnostics
Security Cameras	Cameras record video footage where in use at a site or facility	Continuous	Building and property security, staff and public safety, police requests
Telephones	Inbound and outbound call logs including time of call, duration, call origin and destination	All Wellington North provided desk and conference phones.	Troubleshooting, diagnostics and reporting
CBC and Two-way Radios	Communication between employees	Continuous	Monitor accurate information is communicated between employees Employee safety

Technology	How Collected	Circumstance	Purpose
Punch Clock	Punch clock activated by staff starting or ending their shift	Each department that utilizes a punch clock at the start and end of their shift	Tracks start and end times of employee shifts using individual punch code
SCADA Technology System	Individual in and out access to well locations throughout the Township.	Used by waters staff to monitor in/out access of each well locations.	Facility security Employee safety

Complaint Process

A complaint can only be made to the Ministry of Labour, or be investigated by an Employment Standards Officer, where there is an alleged contravention of the employer's obligation to provide a copy of the written policy within the required timeframe to its employees or assignment employees.

Compliance

Township of Wellington North employees found to be in violation of this policy and the misuse of electronic monitoring information may be subject to disciplinary action up to and including termination.

Policy Review

The CAO, working with the Human Resources Manager, and ITS Provider, is responsible for ensuring this policy is reviewed once per Council term or as needed to ensure it is revised in light of any new methods of electronic monitoring in the workplace or legislative changes. In the event that the Township of Wellington North amends this policy, it will provide an amended copy of the policy to all Council and staff of Wellington North within 30 days of the changes being made.

References

Employment Standards Act (ESA), 2000
Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990



July 18, 2022

Re: 22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 18, 2022

To Ontario mayors and councils,

We are writing to ask that you and your council proclaim and participate in Child Care Worker & Early Childhood Educator Appreciation Day on Tuesday, October 18, 2022. This day recognizes the commitment, hard work and dedication of Registered Early Childhood Educators (RECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day is especially important as we start to build the Canada-Wide Early Learning and Child Care (CWELCC) program - a system of not-for-profit, accessible, affordable, high-quality care in Canada. After decades of advocacy, we are on our way to \$10-a-day child care. But to build a system that will serve all the families that need it, we must solve the child care workforce crisis. This starts by recognizing that ECEs and child care workers are worth more – and committing to decent work and pay for all those in the child care sector.

If your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this important day:

- Your council sponsors a public announcement;
- Display our posters and distribute our buttons; and
- Organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres.

A sample proclamation and document outlining additional ways to recognize this important day is attached.

We would love to acknowledge municipalities who choose to celebrate child care workers and ECEs across Ontario on October 18, 2022. Please let us know how your municipality is participating in the appreciation day and we will add you to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, PO Box 73034 Wood Street PO Toronto, ON M4Y 2W5, or by email at: carolyn@childcareontario.org.

Thank you for your consideration.

Sheila Olan-MacLean
President, OCBCC

Fred Hahn
President, CUPE Ontario Division

Grand River Conservation Authority

Report number: GM-09-22-71

Date: September 23, 2022

To: Members of the Grand River Conservation Authority

Subject: Progress Report #2- Ontario Regulation 687/21

Recommendation:

THAT Progress Report #2 be approved, circulated to all participating Grand River watershed municipalities, posted on the Grand River Conservation Authority website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.

Summary:

Not applicable.

Report:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (February 28, 2022). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under Ontario Regulation 687/21 and identified in GRCA's Transition Plan, the GRCA is providing its Progress Report. Under the Regulation the Progress Reports must include the following;

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and a description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

Progress Report Details

- 1) Municipal Comments/Feedback:
 - Senior staff have met with any requesting participating municipalities' staff and/or councils to provide information on the new regulations, associated requirements and any process updates. At this time, staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services (dated Feb. 28, 2022).
- 2) Summary of Changes to Inventory of Programs and Services:
 - There have been no changes to the Inventory of Programs and Services during the period for Progress Report #2.

- 3) Update on Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:
 - At this time, the GRCA is on track with the schedule identified in the GRCA's Transition Plan.
 - GRCA will be hosting virtual webinars in October to watershed municipalities on Category 2 programs and services and proposed next steps for negotiations.
 - GRCA staff are also working on developing a draft template for the Memorandum of Understanding for Category 2 Programs and Services.
 - GRCA staff will continue to work with neighbouring Conservation Authorities (where possible) to help streamline the process of negotiations with shared participating municipalities on Category 2 Programs and Services.
- 4) Difficulties Reaching Transition Plan Milestones:
 - At this time, there have not been any difficulties identified in meeting transition plan milestones.

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Natural Resources and Forestry. The Progress Report will also be posted on GRCA's website for public access.

Financial Implications:

Not applicable.

Other Department Considerations:

Not applicable.

Submitted by:

Samantha Lawson
Chief Administrative Officer



FALL 2022

CSGW NEWS

CRIME STOPPERS 
 GUELPH WELLINGTON
 1-800-222-TIPS (8477)
 www.csgw.tips

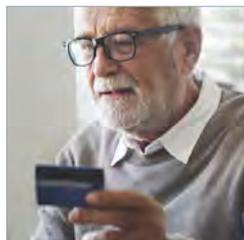
5 IDEAS / 5 TIPS / 5 SIGNS

COMING SOON—A new initiative for parents on youth Cyber Safety and Human Trafficking. Keep posted to our social media to learn more.

THANK YOU to 100 Men Who Give a Damn Guelph and 100 Women Who Care Rural Wellington.

SENIORS FRAUD PREVENTION SEMINAR

Presentation by the CAFC (Canadian Anti-Fraud Centre) and presented by Wellington OPP and CSGW.



October 31st, 2022 from **10:00am-12:00pm** at the **Mount Forest Library**, 118 Main Street North. Seating is limited—first come first served.

COUNTY OPP PROPERTY AUCTION



The auction was held for the first time since 2019 and this time was offered online. A huge success resulting in a donation of \$6,481.87 to the CSGW program.

Working Together for a Safer Community!



POST SHREDDING EVENTS

Partnered for a 4th year with **Wasteco** mobile shredding services, CSGW held two community events during the month of September.



The first event was held at the property of the Mount Forest Fire Services on September 10th, and we raised \$840.00. THANK YOU to our SPONSORS who made this possible.


 Insurance
 Agent Deryck West


 Agent Robert J. Cottell & Assoc



Our second event was held on September 24th at the property of Skyjack in Guelph. We raised \$2,977.00. Amazing results! THANK YOU to Skyjack for sponsoring this event.

SKYJACK
 simply reliable

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

BY-LAW NUMBER 110-22

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE
SERVICE FINANCE AGREEMENT BETWEEN CACHET
DEVELOPMENTS (ARTHUR) INC. AND THE CORPORATION OF
THE TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and Cachet Developments (Arthur) Inc. wish to enter into a Service Finance agreement.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Cachet Developments (Arthur) Inc. in substantially the same form as the agreements attached hereto as Schedule "A" and "B".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF OCTOBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

SERVICE FINANCE AGREEMENT

THIS AGREEMENT made the 11TH day of October, 2022,

BETWEEN:

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

(the “**Township**”)

OF THE FIRST PART

- and -

CACHET DEVELOPMENTS (ARTHUR) INC.

(the “**Developer**”)

OF THE SECOND PART

WHEREAS:

- A. the Developer is the registered owner of certain lands described in Schedule “A” attached hereto (the “**Lands**”);
- B. the Lands have been the subject of an application for draft plan of subdivision, being draft plan number 23T-20202 (the “**Draft Plan**”);
- C. The Corporation of the County of Wellington has approved the Draft Plan with conditions pursuant to subsection 51(25) of the *Planning Act* on July 29, 2021;
- D. the development of the Lands requires, *inter alia*, the construction, installation, and provision of certain external works, identified in Schedule “B” attached hereto (the “**Works**”), to service the Lands;
- E. the Works would not, except for the terms of this Agreement, be undertaken by the Township in the near future; and,
- F. in considering the Developer’s request to secure the servicing of the Draft Plan, the Township has requested that the Developer construct and pay for the Works.

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

In this Agreement, unless otherwise stated, the following terms shall have the meaning prescribed for each:

“**Agreement**” means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

“**Benefiting Lands**” means those lands that will derive a benefit from the construction, installation, or provision of the Works.

“**Benefiting Owner**” means any owner of the Benefiting Lands, other than the Developer.

“**Draft Plan**” has the meaning prescribed to it in the recitals.

“**Final Acceptance**” has the meaning prescribed to it in Section 2.7.

“**Lands**” has the meaning prescribed to it in the recitals.

“**Parties**” means the Developer and the Township, and “**Party**” means one of the them.

“**Preliminary Acceptance**” has the meaning prescribed to it in Section 2.6.

“**Security**” has the meaning prescribed to it in Section 4.1.

“**Works**” has the meaning prescribed to it in the recitals.

“**Township’s Engineers**” means the consulting engineering firm retained by the Township.

2. INSTALLATION OF THE WORKS

2.1. Developer’s Covenant to Install Works

The Developer agrees to:

- (a) construct and install the Works in accordance with the drawings and specifications identified in Schedule “B” attached hereto; and,
- (b) be solely responsible for the financing of the Works in the manner set out in this Agreement and subject to the Developer’s entitlement to cost-sharing with the Township as set out in Section 3.1 of this Agreement.

For greater certainty, the Developer acknowledges and agrees that the Works shall be designed by the Township’s Engineer with the Developer providing full time inspection, and construction of the Works at the Developer’s sole cost. The cost of the Works to be funded by the Developer shall include, without limitation, the construction costs, engineering costs, all applicable taxes, and the Township’s Costs.

2.2. Not a Front-Ending Agreement

The Developer acknowledges that this Agreement is not a front-ending agreement as provided for in Part III of the *Development Charges Act, 1997*, and that the Township shall not be obligated to recover any monies from any other or future Benefiting Owners or to pay the same to the Developer as compensation for the provision of the Works. The Developer hereby waives its right to assert or to claim any right against the Township for reimbursement for the costs of the Works except in the form of cost-sharing by the Township as set out in Section 3.1 of this Agreement.

2.3. Design and Approvals

The Developer acknowledges and agrees:

- (a) to obtain the approval of all other necessary authorities to the design of the Works and, subject to this Agreement, pay the costs associated with obtaining such approval;
- (b) that the Works shall be constructed and installed under the full-time supervision of the Developer’s consulting engineers in a manner satisfactory to the Township’s Engineers, acting reasonably;

- (c) that the Developer's agreements or contracts with their consulting engineers shall include, full time supervision resident supervision and provide certification of the Works, and shall provide that the Township's Engineers or their representative may personally review the installation of the Works and shall have the power to stop work in the event that, in their reasonable opinion, the work is being performed in a manner that may result in an installation that would not be satisfactory to the Township;
- (d) that all drawings and specifications, and any amendments made thereto, shall be approved by the Township, acting reasonably, before the construction of the Works; and,

2.4. Construction of Works

The Developer acknowledges and agrees:

- (a) to construct and install the Works strictly in accordance with the drawings, specifications and current Municipal Servicing Standards as approved by the Township's Engineers;
- (b) to file copies of all contracts and change orders with the Township's Engineers, to provide work schedules for the Township's Engineers' approval before any work commences, and to carry out all work in accordance with the submitted contracts, change orders, and approved work schedules;
- (c) that the Township's Engineers may conduct, at the expense of the Developer, any tests that the Township's Engineers reasonably consider necessary to satisfy themselves as to the proper installation of the Works; and,
- (d) to correct any deficiencies noted by the Township's Engineers as soon thereafter as is practicable.
- (e) Developer's Engineer to provide certification of the Works and related testing.

2.5. Traffic Plan

The Developer shall prepare and implement a construction traffic access and control plan for construction of the Works in accordance with the current Ontario Traffic Manual Book 7: Temporary Conditions Field Edition and to the satisfaction of the Township's Engineers. Any costs related to the implementation of such a plan, including, without limitation, the installation and maintenance of construction information and detour signage, shall be borne by the Developer. All repair of damage or maintenance required to surrounding highways shall be at the Developer's sole cost.

2.6. Preliminary Acceptance of Works

The Township may grant Preliminary Acceptance of the Works upon:

- (a) entire Works have met Completion as defined in the Construction Act;
- (b) the Township's Engineers having given approval of the written certification to be provided by the Developer's professional engineers that the Works have been constructed and installed in accordance with the approved drawings and specifications and this Agreement; and,

- (c) the Developer has paid all monies then payable by it to the Township, if applicable,

from which point the Developer shall guarantee the Works for a period of not less than two (2) years, which guarantee shall remain in effect until Final Acceptance of the Works has been granted by the Township.

2.7. Final Acceptance of Works

The Township may grant Final Acceptance of the Works at a date at least two (2) years after the date of Preliminary Acceptance, provided that the Developer has paid all monies payable by it to the Township, if applicable, and the Township's Engineers:

- (a) are satisfied the Works have been completely installed;
- (b) are satisfied that no repairs or maintenance work on the Works remains to be completed;
- (c) are satisfied that any standard iron bars or other monuments which were disturbed in the course of the construction or installation of the Works have been restored at the expense of the Developer and that a certificate from an Ontario Land Surveyor has been provided to confirm that all such monumentation has been located and, where necessary, replaced;
- (d) have received all as-recorded drawings and electronic copies as required in the current Municipal Servicing Standards within six (6) months of the completion of the Works thereof showing the Works as constructed.

Upon Final Acceptance, ownership of the Works shall vest in the Township and the Developer shall have no claims or rights thereto.

2.8. Indemnity

The Developer shall indemnify and save harmless the Township and its servants, agents, employees, and consultants from all actions, causes of action, suits, claims, and demands whatsoever which may arise directly or indirectly by reason of the design, construction, installation, operation, or existence of any of the Works, save and except for any actions, causes of action, suits, claims, or demands that arise in whole or in part by reason of the negligence or willful acts or omissions of the Township, its servants, agents, employees, or consultants or those for whom any of them are responsible at law.

2.9. Failure to Comply

In the event that:

- (a) the Developer fails to install the Works as and when required by the Township's Engineers;
- (b) the Developer commences installation of the Works and fails or neglects to proceed with reasonable speed; or,
- (c) the Services are not being installed according to the drawings and specifications approved by the Township's Engineers,

in addition to any other remedy the Township may have, upon the Township providing at least seven (7) days' written notice by prepaid registered mail to the Developer at the address specified in Section 6, and following the expiry of such seven (7) day period, if the Developer fails or neglects to remedy the matters set out in such notice, the Township may, but is not obligated to, without further

notice, draw upon the Security for the estimated cost of remedying the same and proceed to supply all materials and do all necessary works in connection with the construction and installation of the Works, including the repair or reconstruction of faulty work by the Developer and the replacement of materials that do not adhere to the drawings and specifications approved by the Township's Engineers, and to charge the cost thereof, including engineering services, to the Developer. In the event that the Security is not sufficient to cover such costs, the Developer shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority. Such entry by the Township shall be as agent for the Developer and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by the Township.

2.10. Construction Liens

It is acknowledged and agreed that the Works shall be subject to the provisions of the *Construction Act*. Without limiting the foregoing, the Developer shall holdback in its payments to any constructors, contractors, subcontractors, or tradespeople such amounts as may be required under the provisions of the *Construction Act*. The Developer shall take such steps as may be reasonably required by the Township to immediately discharge or vacate any liens arising in relation to the Works, failing which, in addition to any other remedy the Township may have, the Township may, without prior notice to the Developer, draw upon the Security for the amount of the claim plus any security for costs as provided for in Section 44 of the *Construction Act*, to vacate any such lien, and the Developer shall be liable for all costs on a full indemnity basis. In the event that the Security is not sufficient to cover such costs, the Developer shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority.

2.11. Emergency Repairs

At any time prior to Final Acceptance of the Works by the Township, if any of the Works constructed or installed by the Developer do not function as designed and, in the reasonable opinion of the Township's Engineers, repairs are necessary immediately to prevent damage or hardship to any persons or any property, the Township may, but is not obligated to, make whatever repairs may be deemed necessary and in this regard the Township shall be entitled to draw upon the Security for all expenses, including, but not limited to, engineering fees and the costs of the work incurred in making the said repairs. In the event that the Security is not sufficient to cover such costs, the Developer shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority. Such repairs shall not be deemed an acceptance of the Works by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

2.12. Applicable Laws

The Developer acknowledges and agrees:

- (a) to comply with all statutes, laws, bylaws, regulations, ordinances, orders, and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force in constructing and installing the Works and, without limiting the foregoing, to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and the *Ontario Water*

Resources Act, and any regulations, policies, and guidelines made thereunder; and,

- (b) to do, cause to be done, or refrain from doing any act or thing as directed by the Township if at any time the Township considers any situation or condition is unsafe, damaging to the environment, or contrary to applicable law, failing which, upon seven (7) days' written notice by prepaid registered mail to the Developer at the address specified in Section 6, the Township may, but is not obligated to, take any action to remedy the situation or condition at the Developer's expense and in this regard the Township shall be entitled to draw upon the Security. In the event that the Security is not sufficient to cover such costs, the Developer shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority.

2.13. Insurance

The Developer acknowledged and agrees:

- (a) to take out and keep in force comprehensive general liability, completed operations and auto (owned and non-owned) insurance against claims for personal injury, death, or property damage resulting from any accident or occurrence relating to the Works;
- (b) to deliver with this Agreement (if not previously delivered) a certified copy of the policy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Township's Engineers or their designate, all acting reasonable, naming the Township and its agents as an additional insured;
- (c) that such policy of insurance shall be kept in full force and effect until Final Acceptance of the Works by the Township, which policy of insurance shall contain the following provisions:
 - i. the minimum limit shall be \$5,000,000.00, all inclusive, for property damage, general liability, completed operations and auto (owned and non-owned);
 - ii. the premium must be paid initially for a period of one year and the policy shall be renewed for further one-year periods until Final Acceptance of the Works by the Township;
 - iii. the policy of insurance shall provide for cross-liability and severability of interest, protecting the Township against claims by the Developer as if they were separately insured and providing that the Township shall be insured notwithstanding any breach of any condition in the policy by any other insured; and,
 - iv. the policy of insurance shall provide that the insurer shall not cancel or refuse to renew the policy without first giving the Township at least thirty (30) days prior written notice;
- (d) if such policy of insurance contains a deductible clause, the Developer agrees to deposit a certified cheque or other Security with the Township in the deductible amount, as a deposit, together with a letter from the Developer authorizing the Township to appoint an independent adjuster, and to investigate claims less than the deductible amount and authorizing the Township to pay such claims determined to be valid by

the adjuster out of the said deposit (in which case, the Developer shall be responsible for all adjustment service costs and shall maintain the deposits in the amount of the deductible); and,

- (e) that the issuance of such policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which the Developer is or may be liable under this Agreement or at law.

2.14. Notice of Cancellation of Insurance

If the Township receives notice from the Developer's insurer that it has cancelled or refused to renew the policy of insurance, or that it intends to do so, or if the Township otherwise determines that the insurance policy has lapsed or is about to lapse without renewal or replacement, the Township may, at the sole cost and expense of the Developer, obtain insurance in accordance with this section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice thereof from the Township, reimburse the Township for the cost of such insurance policy as noted above. In addition, the Township shall, at its sole discretion and option, be entitled to draw upon the Security to cover the costs of the insurance policy.

3. COST SHARING BY TOWNSHIP

3.1. Reimbursement for Costs

Upon the later of March 2023 or Preliminary Acceptance of the Works by the Township, the Township shall reimburse the Developer for the Township's share of the estimated costs of constructing and installing the Works, in accordance with and subject to a monetary limit of Three Hundred and Eight Thousand and Eighty-Six Hundredths Canadian Dollars and Forty Two Cents (\$308,086.42), exclusive of Harmonized Sales Tax, as more particularly set out in Schedule "C" attached hereto, provided that:

- (a) the Developer completes the process found in section 3.2 of this agreement.

3.2 Process for Developer reimbursement of Township contribution:

- (a) The Township has granted Preliminary Acceptance of the Works ;
- (b) The Developer's Engineer is to provide a letter of certification of the Works, compile a deficiency list and all deficiencies have been corrected;
- (c) Reimbursements will be processed in the following two (2) stages of payment:

First Reimbursement:

- i. Township requires evidence of payment to constructor complete with detailed proper invoices and progress payment certificates issued to the contractor that completed the Works;

- ii. Statutory Declaration Re Payment of Accounts from both the Developer and the Developer's constructor is to be completed, signed and sealed on the form provided in Schedule F;
- iii. The Developer is to provide a detailed proper invoice for the Township's share of the Works completed. The Developer's proper invoice is to include the holdbacks for Statutory Holdback (10%) that is required in accordance with the Construction Act. Release of monies will only occur after the time period set out in section 3.1 of this agreement;

Second Reimbursement:

- i. Once adequate time has lapsed from the Statutory Declaration Re Payment of Accounts for both the Developer and the Developer's constructor, the Developer's Engineer shall provide an invoice to the Township for the release of the Statutory Declaration Re Payment of Accounts Holdback (10%). Release of monies will only occur after the time period set out in section 3.1 of this agreement.

3.3 Rebates, etc.

Notwithstanding the foregoing, any refund, rebate, discount (including any available discount for prompt payment, even if the Developer does not avail itself of such discount), forgiven debt, or chargeback made against the costs of the Works shall accrue appropriately to both the Township and the Developer. The Township's portions shall be deducted from the amounts owing to the Developer under Section 3.1.

4. SECURITY

4.1. Type and Amount of Security

Prior to commencing any of the Works, the Developer shall deposit with the Township cash or an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township in a form approved by the Township, acting reasonably (the "**Security**"), to secure and guarantee to the Township due performance of the Developer's obligations under this Agreement and the Security shall be in an amount equal to One Hundred Per Cent (100%) of the cost of the Works based on the total estimated cost of the Works as outlined in Schedule "C" attached hereto.

4.2. Reduction of Security

The amount of the Security held may be reduced upon the completion of the installation of the Works, as approved by the Township's Engineers, but is not to be reduced security to less than Ten Per Cent (10%) of the total estimated cost of the Works or thirty thousand dollars (\$30,000) whichever is greater, until Final Acceptance of the Works by the Township. Any portion of the Security remaining shall be released by the Township following Final Acceptance of the Works by the Township.

- (a) An application for the reduction of security on deposit with the Township pursuant to Section 4.1 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Works with the first reduction occurring with the Preliminary Acceptance, see section 2.6.
- (b) To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "D" attached hereto.
- (c) The application shall include written confirmation from the Developer's Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof;
 - confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (d) The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.
- (e) Subject to any outstanding deficiencies or contingencies, the Township throughout the maintenance period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "C" or thirty thousand dollars (\$30,000.00).

4.3. Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services completed within Preston Street, the Developer and the Developer's Constructor shall supply the Township with a Statutory Declaration, found in Schedule "F", that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Works found in Schedule "C".

4.4. Partial Security Release

The amount of the Security held may be reduced upon partial construction, as approved by the Township's Engineers, but is not to be reduced to less than Ten Per Cent (10%) of the total estimated cost of the Works until Final Acceptance of the Works by the Township. Any portion of the Security remaining shall be released by the Township following Final Acceptance of the Works by the Township.

- (a) To obtain a partial release in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "E" attached hereto.
- (b) Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, the Township shall execute a partial release of this Agreement, in the form attached hereto as Schedule "E".
- (c) Notwithstanding the foregoing, the Township shall not be required to execute a partial release until the various services have been completed

in accordance with the terms of this Agreement and the plans and specifications provided for herein.

- (d) Subject to Section 4.2.e, a minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

4.5 Authority to Draw Upon Security

The Developer specifically authorizes the Township's treasurer to draw upon the Security provided pursuant to Section 4.1 and to use such monies to pay for any costs or expenses incurred by the Township pursuant to this Agreement or satisfy any financial obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

4.6 Stop Work Order

If the Township draws upon the Security pursuant to this Agreement, or makes demand for additional security, and the Developer has failed to replenish the Security or deliver such additional security to the Township within fourteen (14) days of the Township's written request for same, the Developer shall be deemed to be in breach of this Agreement and the Township may issue a stop work order.

5. REGISTRATION ON TITLE

5.1. Registration

The Developer acknowledges that the covenants herein shall be considered covenants that run with the Lands and hereby consents to the registration of this Agreement on title to any part of the Lands of which the Developer is the registered owner at the time of execution of this Agreement.

5.2. Postponement

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Township to postpone and subordinate their interest in the Lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the documents giving the mortgagees and encumbrancers their interest in the Lands.

6. NOTICES

Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by email, by hand, or mailed by prepaid registered mail addressed to the party to whom such notice is intended to be given at the following addresses:

For the Township:

The Corporation of the Township of Wellington North
7490 Sideroad 7 W
P.O. Box 125
Kenilworth, ON N0G 2E0

Attention: Darren Jones, CBO

For the Developer:

Cachet Developments (Arthur) Inc.
361 Connie Crescent, Suite 200
Vaughan, ON L4K 5R2

Attention: Ramsey Shaheen

Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered, or on the third day following the date of mailing, if delivered by prepaid registered mail, provided that in each case such day is not a Saturday, Sunday, or statutory holiday in the Province of Ontario and the communication is so delivered or sent prior to 5:00 p.m. (Eastern Time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario.

7. MISCELLANEOUS

7.1. Schedules

The following Schedules are attached to and are hereby deemed to be incorporated into this Agreement by reference as though set forth in full:

Schedule "A":	Legal Description of the Lands
Schedule "B":	List of Drawings & Specifications
Schedule "C":	Cost Estimate
Schedule "D":	Application for Reduction of Security
Schedule "E":	Form of Partial Release
Schedule "F":	Statutory Declaration Re Payment of Accounts

In the event of any conflict or discrepancy between the terms and conditions of this Agreement and any Schedule attached hereto, this Agreement shall prevail.

7.2. Recitals

The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.

7.3. Headings

The division of this Agreement into sections are for convenience of reference only and do not affect the constitution or interpretation hereof.

7.4. Non-Assignment

This Agreement may not be sold, assigned, transferred, mortgaged, or encumbered in whole or party by the Developer without the prior written consent of the Township, which consent may be unreasonably withheld by the Township.

7.5. Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and any permitted assigns.

7.6. Right to Enter Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the Township's right to enter into this Agreement and to enforce each and every term, covenant, and condition contained herein, and this section may be pleaded as an estoppel against the Developer in any such proceedings.

7.7. Municipal Permits

To the extent that any permits, licences, or other consents are required from the Township to construct or install the Works, this Agreement shall not be interpreted to limit or bind the exercise of judgment or discretion of the Township's council, the Township's Chief Building Official, or any other employee or official of the Township.

7.8. Further Assurances

The Parties agree, from time to time and at any time hereafter, to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assurances, or instruments as may be reasonably necessary or desirable for the better carrying out and performance of all of the terms of this Agreement.

7.9. Non-Waiver

Any failure by the Township to require the performance by the Developer of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall, unless otherwise agreed to by the Township in writing, the waiver by the Township of the performance of any obligation hereunder be taken or held to be a waiver of the performance of the same or any other obligation hereunder at a later time. The Township specifically reserves its right to enforce this Agreement.

7.10. Enforceability

Any provision in this Agreement held to be illegal or unenforceable shall be ineffective to the extent of the illegality or unenforceability without invalidating the remaining provisions of this Agreement.

7.11. No Partnership, etc.

The Parties acknowledge and agree that nothing herein contained shall be deemed to create an agency, joint venture, partnership, or similar relationship between the Township and the Developer, and each Party expressly disclaims any intention to create such a relationship. It is acknowledged and agreed that neither Party shall have the authority to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

7.12. Benefit to the Lands

The Developer acknowledges that the Lands derive a direct benefit from the provision, construction, and installation of the Works and that the development of the Lands proposed in the Draft Plan could not be accommodated by the Township without the existence of such public works, services, and facilities.

7.13. Assumption of Developer’s Obligations

The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Developer’s obligations hereunder have been assumed by its successor, permitted assignee, or transferee by way of a written agreement satisfactory to the Township, acting reasonably.

7.14. Enforcement

The Developer acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001*.

7.15. Entire Agreement

The Agreement and the Schedules attached hereto constitute the entire agreement between the Parties. There is no representation, warranty, collateral agreement, or condition which affects this Agreement other than as expressed herein. No amendment or other change or modification to this Agreement is legally effective unless it is in writing and signed by both Parties.

7.16. Counterparts

This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument. Alternatively, this Agreement may be executed electronically using DocuSign, or such other technology as may be agreed to by the Parties.

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

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf as of the date first written.

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

Per: _____
ANDREW LENNOX, Mayor

Per: _____
KARREN WALLACE, Clerk
*We have authority to bind The Corporation of the Township
of Wellington North.*

**CACHET DEVELOPMENTS
(ARTHUR) INC.**

Per: _____
Ramsey Shaheen, Vice President
I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS:

361 Connie Crescent, Suite 200

Vaughan

Ontario

L4K 5R2

CITY

PROVINCE

POSTAL CODE

DEVELOPER'S PHONE NUMBER:

905-764-1983

DEVELOPER'S EMAIL ADDRESS:

ramsey@cachetdevelopments.com

SCHEDULE "A"
Legal Description

PART PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854,
PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART
PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199;
PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 7
N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2
60R3022; TOWNSHIP OF WELLINGTON NORTH

PIN 71096-0163 (LT)



SCHEDULE “B”
Drawings & Specifications

1. Reconstruction of Preston Street North, Township of Wellington North, Contract No. 5985-22, Engineer’s Drawings prepared by Triton Engineering Services Limited, including the following drawings:

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	PREPARED BY
	Cover Sheet		October 2022	Triton Engineering Services Limited
01	Removals Plan 1 from Smith St to Sta. 0+330	4	October 5, 2022	Triton Engineering Services Limited
02	Removals Plan 2 from Sta. 0+330 to Domville St.	4	October 5, 2022	Triton Engineering Services Limited
03	Plan and Profile from Smith St to Sta. 0+160	4	October 5, 2022	Triton Engineering Services Limited
04	Plan and Profile from Sta. 0+160 to 0+330	4	October 5, 2022	Triton Engineering Services Limited
05	Plan and Profile from Sta. 0+330 to Domville St	4	October 5, 2022	Triton Engineering Services Limited
06	Typical Sections	4	October 5, 2022	Triton Engineering Services Limited
07	Details	4	October 5, 2022	Triton Engineering Services Limited

SCHEDULE "C" Cost Estimate

1. Reconstruction of Preston Street North, Arthur, Schedule of Budget Unit Prices for Information, Triton Project No. M5985A (September 13, 2022), prepared by Triton Engineering Services Limited.

ITEM NO.	DETAILS OF CONSTRUCTION			UNIT PRICE		Cost		COST SHARING SUMMARY		
	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineers Estimate	Estimate	Township Estimated Total Quantity	Township Total Cost	Cachet Estimated Total Quantity	Cachet Total Cost	
SECTION 1 – PRESTON STREET (ARTHUR) ROADS AND DRAINAGE										
1.01	Traffic and Pedestrian Control	100%	L.S.	\$ 15,000.00	\$ 15,000.00	21.526%	\$ 3,228.90	78.474%	\$ 11,771.10	
1.02	Tree Protection	100%	L.S.	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	
1.03	Clearing and Grubbing, Including Tree Removal	4	Each	\$ 350.00	\$ 1,400.00	4	\$ 1,400.00	0	\$ -	
1.04	Removal of Full Depth of Bituminous Pavement In the Roadway	3295	m ²	\$ 5.00	\$ 16,475.00	670	\$ 3,350.00	2625	\$ 13,125.00	
1.05	Removal of Full Depth of Bituminous Pavement In Driveways and Boulevards	66	m ²	\$ 5.00	\$ 330.00	66	\$ 330.00	0	\$ -	
1.06	Earth Excavation (Grading)	2967	m ³	\$ 22.50	\$ 66,757.50	230	\$ 5,175.00	2737	\$ 61,582.50	
1.07	Removal of Concrete Curb and Gutter	11	m	\$ 15.00	\$ 168.00	11	\$ 168.00	0	\$ -	
1.08	Remove Existing 500mm Diameter Culvert	21	m	\$ 15.00	\$ 315.00	6	\$ 90.00	15	\$ 225.00	
1.09	Remove Existing 600mm Diameter Storm Sewer	74	m	\$ 15.00	\$ 1,114.50	74	\$ 1,114.50	0	\$ -	
1.10	Cut and Remove Existing 450mm Diameter CSP Culvert	100%	L.S.	\$ 800.00	\$ 800.00	0%	\$ -	100%	\$ 800.00	
1.11	Remove Existing 600 mm Diameter HDPE Storm Sewer	5.9	m	\$ 15.00	\$ 88.50	2	\$ 36.00	4	\$ 52.50	
1.12	Removal of Existing Area Drains	1.0	Each	\$ 100.00	\$ 100.00	1	\$ 100.00	0	\$ -	
1.13	Supply, Excavate For and Install 150 mm Diameter Storm Sewer	7.0	m	\$ 291.00	\$ 2,037.00	7	\$ 2,037.00	0	\$ -	
1.14	Supply, Excavate For and Install 250 mm Diameter Storm Sewer	20.0	m	\$ 310.00	\$ 6,200.00	8	\$ 2,480.00	12	\$ 3,720.00	
1.15	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	143	m	\$ 335.00	\$ 47,905.00	74	\$ 24,790.00	69	\$ 23,115.00	
1.16	Supply, Excavate For and Install 375 mm Diameter Storm Sewer	84	m	\$ 370.00	\$ 30,932.00	0	\$ -	84	\$ 30,932.00	
1.17	Supply, Excavate For and Install 450 mm Diameter Storm Sewer	53	m	\$ 420.00	\$ 22,218.00	0	\$ -	53	\$ 22,218.00	
1.18	Supply, Excavate For and Install 750 mm Diameter Storm Sewer	211	m	\$ 750.00	\$ 158,250.00	84	\$ 63,150.00	127	\$ 95,100.00	
1.19	Supply, Excavate For and Install 150 mm Diameter Perforated Corrugated Plastic Sub-Drains with Geotextile, Including Subdrain Outlets (OPSD 207.044) with Rodent Grate at Sta. 0+255 Lt and Sta. 0+264 Lt	935	m	\$ 25.00	\$ 23,375.00	318	\$ 7,950.00	617	\$ 15,425.00	
1.20	Supply, Excavate For and Install 100 mm Diameter (DR-28, PVC) Storm Service Including 50 mm x 75 mm Marker at Property Line	2	Each	\$ 2,100.00	\$ 4,200.00	2	\$ 4,200.00	0	\$ -	
1.21	Break Into and Connect to Existing Storm Structure	2	Each	\$ 2,500.00	\$ 5,000.00	1	\$ 3,500.00	1	\$ 1,500.00	
1.22	Break Into and Connect to Existing Box Culvert	2	Each	\$ 2,500.00	\$ 5,000.00	0	\$ -	2	\$ 5,000.00	
1.23	Construct 1200 mm Diameter Catchbasin Maintenance Hole	3	Each	\$ 4,500.00	\$ 13,500.00	1	\$ 4,500.00	2	\$ 9,000.00	
1.24	Construct 1500 mm Diameter Catchbasin Maintenance Hole	2	Each	\$ 8,500.00	\$ 17,000.00	1	\$ 6,800.00	1	\$ 10,200.00	
1.25	Construct 1200 mm Diameter Storm Maintenance Hole (OPSD-701.010)	2	Each	\$ 4,500.00	\$ 9,000.00	0	\$ -	2	\$ 9,000.00	
1.26	Construct 1500 mm Diameter Storm Maintenance Hole (OPSD-701.010)	2	Each	\$ 8,500.00	\$ 17,000.00	1	\$ 6,800.00	1	\$ 10,200.00	
1.27	Construct 1500 mm Diameter Twin Inlet Catchbasin Maintenance Hole (OPSD-701.010)	1	Each	\$ 8,100.00	\$ 8,100.00	0	\$ 3,240.00	1	\$ 4,860.00	
1.28	Construct 600 mm x 600 mm Ditch Inlet Catchbasin including Grate (OPSD705.030)	3	Each	\$ 2,500.00	\$ 7,500.00	0.80	\$ 2,000.00	2.20	\$ 5,500.00	
1.29	Supply, Excavate for and Install Area Drain	2	Each	\$ 1,900.00	\$ 3,800.00	2	\$ 3,800.00	0	\$ -	
1.30	Supply and Install Catchbasin Frame and Gate (OPSD-400.110)	7	Each	\$ 1,000.00	\$ 7,000.00	3	\$ 2,600.00	4	\$ 4,400.00	
1.31	Supply and Install Maintenance Hole Frame and Cover (OPSD-400.010, Type "B")	4	Each	\$ 850.00	\$ 3,400.00	1	\$ 680.00	3	\$ 2,720.00	
1.32	Adjust and Rebuild Maintenance Hole to Surface Course Asphalt Grade	4	Each	\$ 1,925.00	\$ 7,700.00	1	\$ 1,540.00	3	\$ 6,160.00	
1.33	Granular 'B', Type III	2750	Tonne	\$ 21.00	\$ 57,750.00	298	\$ 6,258.00	2452	\$ 51,492.00	
1.34	Granular 'A'	950	Tonne	\$ 22.00	\$ 20,900.00	128	\$ 2,816.00	822	\$ 18,084.00	
1.35	Calcium Chloride	300	Kg	\$ 4.00	\$ 1,200.00	41	\$ 164.00	259	\$ 1,036.00	
1.36	Water For Compaction and Dust Control	700	m ³	\$ 35.00	\$ 24,500.00	30	\$ 1,050.00	670	\$ 23,450.00	
1.37	Concrete Curb and Gutter (All Types, OPSD 600.040)	460	m	\$ 62.00	\$ 28,520.00	65	\$ 4,030.00	395	\$ 24,490.00	
1.38	Concrete Sidewalk (OPSD-310.010, 310.020 and 310.030)	600	m ²	\$ 60.00	\$ 36,000.00	115	\$ 6,900.00	485	\$ 29,100.00	
1.39	Sawcut Bituminous Pavement	44	m	\$ 10.00	\$ 440.00	29	\$ 290.00	15	\$ 150.00	
1.40	Sawcut Concrete Pavement	2	m	\$ 35.00	\$ 70.00	0	\$ -	2	\$ 70.00	
1.41	Cold Planing Existing Asphalt (Minimum Depth 40 mm) (Year 2022)	15	m ²	\$ 58.00	\$ 870.00	0	\$ -	15	\$ 870.00	
1.42	Cold Planing Existing Asphalt (Minimum Depth 140 mm) (Year 2022)	55	m ²	\$ 150.00	\$ 8,250.00	55	\$ 8,250.00	0	\$ -	
1.43	Cold Planing Existing Asphalt (Minimum Depth 40 mm) (Year 2023)	10	m ²	\$ 58.00	\$ 580.00	10	\$ 580.00	0	\$ -	
1.44	Hot Mix Asphalt HL 4 Binder Course	839	Tonne	\$ 127.00	\$ 106,553.00	167	\$ 21,209.00	672	\$ 85,344.00	
1.45	Hot Mix Asphalt HL 3 Surface Course (Year 2022)	13	Tonne	\$ 142.00	\$ 1,846.00	13	\$ 1,846.00	0	\$ -	

ITEM NO.	DETAILS OF CONSTRUCTION				UNIT PRICE		Cost		COST SHARING SUMMARY			
	DESCRIPTION	ESTIMATED QUANTITY	UNIT				Township Estimated Total Quantity	Township Total Cost	Cachet Estimated Total Quantity	Cachet Total Cost		
											Engineers Estimate	
SECTI 1.46	N 1 --- PRESTON STREET (ARTHUR)Hot Mix Asphalt HL 3 Surface Course (Year 2023)	541	Tonne		\$ 142.00	\$ 76,822.00	94	\$ 13,348.00	447			
1.47	Hot Mix Asphalt HL 3F in Driveways Residential and Boulevards	608	m		\$ 31.00	\$ 18,848.00	81	\$ 2,511.00	527			\$ 63,474.00
1.48	Re-grading of ditches	100%	L.S.		\$ 5,000.00	\$ 5,000.00	75%	\$ 3,750.00	25%	\$ 1,250.00		\$ 16,337.00
1.49	Topsoil (stockpile)	3647	m		\$ 7.25	\$ 26,440.75	656	\$ 4,756.00	2991			\$ 21,684.75
1.50	Sodding	3647	m		\$ 14.00	\$ 51,058.00	656	\$ 9,184.00	2991			\$ 41,874.00
1.51	Pavement Marking, 60 cm (Year 2022)	4.25	m		\$ 20.00	\$ 85.00	4.25	\$ 85.00	0			\$ -
1.52	Pavement Marking, 60 cm (Year 2023)	4.25	m		\$ 20.00	\$ 85.00	4.25	\$ 85.00	0			\$ -
1.53	Tactile Warning Plates	36	Each		\$ 510.00	\$ 18,360.00	4	\$ 2,040.00	32			\$ 16,320.00
SUB-TOTAL - SECTION 1 --- ROADS AND DRAINAGE						\$ 990,825.75		\$ 249,211.40		\$ 741,614.35		
SECTION 2 --- PRESTON STREET (ARTHUR) SANITARY SEWERS												
1.54	Remove and Replace Existing Maintenance Hole Frame and Cover, Including Adjustments and Restoration (Year 2022)	1	each		\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0			\$ -
1.55	Remove Existing Maintenance Hole Frame and Cover	4	each		\$ 50.00	\$ 200.00	0	\$ -	4			\$ 200.00
1.56	Remove, Salvage and Reinstall Existing Maintenance Hole Frame and Cover	4	each		\$ 150.00	\$ 600.00	0	\$ -	4			\$ 600.00
1.57	Supply and Install Maintenance Hole Frame and Cover (OPSD-401.010, Type "A")	4	each		\$ 825.00	\$ 3,300.00	0	\$ -	4			\$ 3,300.00
1.58	Remove Existing Sanitary Service	1	each		\$ 800.00	\$ 800.00	0	\$ -	1			\$ 800.00
1.59	Remove Existing 200 mm Diameter Sanitary Sewer and Cut and Cap at Exterior of Structure Ex. SAMH 13	10	m		\$ 1,500.00	\$ 15,000.00	0	\$ -	10			\$ 15,000.00
1.59	Adjust Existing Structure to Design Grade (Base Course Asphalt Grade)											
i)	SANMH 11A	100%	L.S.		\$ 2,000.00	\$ 2,000.00	0%	\$ -	100%			\$ 2,000.00
ii)	SANMH 12A	100%	L.S.		\$ 2,000.00	\$ 2,000.00	0%	\$ -	100%			\$ 2,000.00
iii)	SANMH 13A	100%	L.S.		\$ 2,000.00	\$ 2,000.00	0%	\$ -	100%			\$ 2,000.00
iv)	SANMH 14A	100%	L.S.		\$ 2,000.00	\$ 2,000.00	0%	\$ -	100%			\$ 2,000.00
1.60	Adjust and Rebuild Existing Sanitary Maintenance Hole to Base Course Asphalt Grade	4	Each		\$ 925.00	\$ 3,700.00	0	\$ -	4			\$ 3,700.00
1.61	Adjust and Rebuild Existing Sanitary Maintenance Hole to Surface Course	8	Each		\$ 750.00	\$ 6,000.00	0	\$ -	8			\$ 6,000.00
SUB-TOTAL - SECTION 2 --- SANITARY SEWERS						\$ 39,100.00		\$ 1,500.00		\$ 37,600.00		
SECTION 3 --- PRESTON STREET (ARTHUR) WATER WORKS												
1.62	Maintenance of Water Supply	100%	L.S.		\$ 20,000.00	\$ 20,000.00	0%	\$ -	100%			\$ 20,000.00
1.63	Removal of Existing 150mm Diameter Watermain	246	m		\$ 10.00	\$ 2,460.00	0	\$ -	246			\$ 2,460.00
1.64	Remove and Salvage Existing Fire Hydrant and Deliver to Township Operations Yard	1	Each		\$ 1,000.00	\$ 1,000.00	0	\$ -	1			\$ 1,000.00
1.65	Connect to Existing Watermain	1	Each		\$ 3,500.00	\$ 3,500.00	0	\$ -	1			\$ 3,500.00
1.66	Connect to Existing 150 mm Diameter Gate Valve and Box	1	Each		\$ 2,250.00	\$ 2,250.00	0	\$ -	1			\$ 2,250.00
1.67	Supply, Excavate For and Install 150 mm Diameter (DR-18, CL 235 PVC) Gasketed Watermain Including, Fittings, Valves, Tracer Wire and Thrust Blocks/Restraining Devices	275	m		\$ 305.00	\$ 83,875.00	0	\$ -	275			\$ 83,875.00
1.68	Cathodic Protection (as per Twsp Std Dwg W10) On Iron Fittings and Valves	18	Each		\$ 160.00	\$ 2,880.00	0	\$ -	18			\$ 2,880.00
1.69	Supply, Excavate for and Install New Hydrant Set	1	Each		\$ 9,000.00	\$ 9,000.00	0	\$ -	1			\$ 9,000.00
1.70	Adjust Valve Boxes to Binder Course Asphalt Grade	7	Each		\$ 675.00	\$ 4,725.00	0	\$ -	7			\$ 4,725.00
1.71	Adjust Valve Boxes to Surface Course Asphalt Grade (Year 2022)	7	Each		\$ 725.00	\$ 5,075.00	0	\$ -	7			\$ 5,075.00
SUB-TOTAL - SECTION 3 --- WATER WORKS						\$ 134,765.00		\$ -		\$ 134,765.00		
SECTION 4 --- PRESTON STREET (ARTHUR) MISCELLANEOUS												
1.72	Construction Layout	100%	L.S.		\$ 10,000.00	\$ 10,000.00	21.5260%	\$ 2,152.60	78.4740%			\$ 7,847.40
1.73	Provide Bonding (100% Labour & Materials and 100% Performance) and Insurance	100%	L.S.		\$ 18,000.00	\$ 18,000.00	21.5%	\$ 3,874.68	78.5%			\$ 14,125.32
TOTAL - SECTION 4 --- MISCELLANEOUS						\$ 28,000.00		\$ 6,027.28		\$ 21,972.72		
SUB-TOTAL - SECTION 1 --- PRESTON STREET --- ROADS AND DRAINAGE						\$ 990,825.75		\$ 249,211.40		\$ 741,614.35		
SUB-TOTAL - SECTION 2 --- PRESTON STREET --- SANITARY SEWERS						\$ 39,100.00		\$ 1,500.00		\$ 37,600.00		
SUB-TOTAL - SECTION 3 --- PRESTON STREET --- WATERWORKS						\$ 134,765.00		\$ -		\$ 134,765.00		
SUB-TOTAL - SECTION 4 --- PRESTON STREET --- MISCELLANEOUS						\$ 28,000.00		\$ 6,027.28		\$ 21,972.72		
TOTAL CONTRACT PRICE (Excluding H.S.T.)						\$ 1,192,690.75		\$ 256,738.68		\$ 935,952.07		
CONTINGENCY (10% Total Contract Price)						\$ 119,269.08		\$ 25,673.87		\$ 93,595.21		
ENGINEERING (10% Total Contract Price)						\$ 119,269.08		\$ 25,673.87		\$ 93,595.21		
TOTAL PRICE (CONTRACT + CONTINGENCY + ENGINEERING, Excluding H.S.T.)						\$ 1,431,228.90		\$ 308,086.42		\$ 1,123,142.48		
TOWNSHIP TOTAL (CONTRACT + CONTINGENCY + ENGINEERING, Excluding H.S.T.)						\$ 308,086.42						
CACHET TOTAL (CONTRACT + CONTINGENCY + ENGINEERING, Excluding H.S.T.)						\$ 1,123,142.48						

SCHEDULE “D”

Application for Reduction of Security

(Section 4.2)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North

DEVELOPER: *(Name of Developer)*

AGREEMENT: *(Date of Service Finance Agreement)*

PROPERTY: *(Legal Description of Property)*

APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 4.3 of the said Service Finance Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 202__.

(Signature of Developer’s Engineer)

(Name of Developer’s Engineer)

SCHEDULE "E"
Form of Partial Release

PARTIAL RELEASE

IN FAVOUR OF

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement and certifies that all other provisions of the Agreement are no longer binding with respect to the said Works.

DATED this _____ day of _____, 202__.

Clerk

SCHEDULE "F"
Statutory Declaration Re Payment of Accounts

DOMINION OF CANADA (IN THE MATTER of a contract, known as _____
 (entered into between _____
 (_____, the Municipality,
 (AND
 _____), the Owner,
 (dated _____, 20__
 (for the servicing of _____
 (_____
 (in _____, Ontario.

TO WIT:

I, _____ of _____ in the
 Province of _____, do solemnly declare:

1. That I am _____ of the
 (President, Secretary, Treasurer, a Partner, etc.)
 Owner named in the Agreement above-mentioned and as such have personal knowledge of
 the facts hereunder declared.
2. That the said Owner has complied with the terms of the Construction Act, R.S.O. 1990, and
 amendments thereto.
3. That with the exception of accounts listed below, all liabilities (including payment due to all
 staff, contractors, suppliers, Workers' Compensation Board, insurance companies) incurred by
 the said Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and
 knowing that it is of the same force and effect as if made under oath and by virtue of "The
 Canada Evidence Act".

DECLARED before me at the _____)
 Of _____)
 in the County of _____)
 this _____ day of _____)
 A.D. 20 _____)
 _____)
 A Commissioner, etc. or Notary Public

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

BY-LAW NUMBER 112-22

BEING A BY-LAW TO AMEND BY-LAW 078-16 BEING A BYLAW TO AUTHORIZE THE EXECUTION OF A SERVICES AGREEMENT BETWEEN THE ONTARIO CLEAN WATER AGENCY (OCWA) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND REPEAL BY-LAW 027-20.

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

1. THAT By-law 078-16 being a by-law to authorize the execution of a Services Agreement between the Ontario Clean Water Agency (OCWA) and the Township of Wellington North by adding Schedule A to the by-law and repeal By-law 027-20.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF OCTOBER 2022**

ANDREW LENNOX MAYOR

KARREN WALLACE, CLERK

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
AND
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Table of Contents

RECITALS	1
ARTICLE 1 - INTERPRETATION	1
SECTION 1.1 - DEFINITIONS.....	2
ARTICLE 2 - RESPONSIBILITIES OF OCWA	2
SECTION 2.1 - RETENTION OF OCWA.....	2
SECTION 2.2 - PERFORMANCE OF SERVICES	2
SECTION 2.3 - OCWA AS INDEPENDENT CONTRACTOR	3
SECTION 2.4 - AUTHORIZED REPRESENTATIVES.....	3
SECTION 2.5 - INDEMNIFICATION OF THE CLIENT	3
SECTION 2.6 - WAIVER OF CONSEQUENTIAL DAMAGES	4
SECTION 2.7 - INSURANCE.....	4
ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT	5
SECTION 3.1 - OBLIGATIONS OF THE CLIENT.....	5
SECTION 3.2 - COVENANTS OF THE CLIENT	6
SECTION 3.3 - EXONERATION AND INDEMNIFICATION OF OCWA.....	6
ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES	7
SECTION 4.1 - INITIAL TERM OF AGREEMENT	7
SECTION 4.2 - OPERATIONS ESTIMATE.....	7
SECTION 4.3 - PAYMENT OF THE ESTIMATE	8
SECTION 4.4 - MAJOR MAINTENANCE EXPENDITURES	8
SECTION 4.5 - CAPITAL PROJECTS.....	8
SECTION 4.6 - UNEXPECTED EXPENSES.....	9
SECTION 4.7 - INTEREST ON LATE PAYMENTS.....	9
SECTION 4.8 - PARTIAL PAYMENT OF DISPUTED INVOICES	9
SECTION 4.10 - OPTIONAL SERVICES	10
SECTION 4.11 - CHANGES TO THE AGREEMENT.....	10
ARTICLE 5 - DISPUTE RESOLUTION	10
SECTION 5.1 - MEDIATION	10
ARTICLE 6 - TERMINATION	11
SECTION 6.1 - TERMINATION OF AGREEMENT.....	11
SECTION 6.2 - EARLY TERMINATION.....	11
SECTION 6.4 - FINAL SETTLEMENT.....	11
SECTION 6.5 - TRANSFER OF OPERATIONS	12
SECTION 6.6 - RESTRICTIONS ON RECRUITMENT OF OCWA’S EMPLOYEES	12
ARTICLE 7 - GENERAL	12
SECTION 7.1 - OWNERSHIP OF TECHNOLOGY	12
SECTION 7.2 - AGREEMENT TO GOVERN	12
SECTION 7.3 - ENTIRE AGREEMENT	12
SECTION 7.4 - AMENDMENTS AND WAIVERS	13
SECTION 7.5 - SUCCESSORS AND ASSIGNS	13
SECTION 7.6 - SURVIVAL	13
SECTION 7.7 - SEVERABILITY.....	13

SECTION 7.8 - NOTICES	13
SECTION 7.9 - COUNTERPARTS.....	14
SECTION 7.10 - FREEDOM OF INFORMATION	14
SECTION 7.11 - CONFIDENTIALITY AND SECURITY.....	15
<i>SCHEDULE A - The Facility</i>	<i>1</i>
<i>SCHEDULE B - Definitions</i>	<i>1</i>
<i>SCHEDULE C - The Services</i>	<i>1</i>
<i>SCHEDULE D - The Estimate And Other Charges</i>	<i>1</i>
<i>SCHEDULE E - Insurance</i>	<i>3</i>
<i>SCHEDULE F - List of Pre-Existing Conditions</i>	<i>6</i>
<i>SCHEDULE H - Change Order Form</i>	<i>1</i>
<i>SCHEDULE I - Expenditure Request and Approval to Proceed</i>	<i>1</i>

SERVICES AGREEMENT

THIS AGREEMENT effective as of the First (1) day of January, 2017 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for wastewater facilities.
- (b) The Client is the owner of the Mount Forest Wastewater Treatment Plant and the Arthur Wastewater Treatment Plant more particularly described in Schedule A (the “Facility”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facility in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facility.
- (e) The Council of the Client on the ____ day of _____, 20__ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facility (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Sections 4.4 and 4.5 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facility, unless the failure is due to OCWA’s negligence;
 - (iv) the wastewater transmitted to the Facility for treatment does not meet the requirements of the Client’s sewer use by-law or any Environmental Law;
 - (v) the wastewater transmitted to the Facility for treatment contains contaminants or other substances which cannot be treated or removed by the Facility’s treatment processes;
 - (vi) the quantity or quality of wastewater transmitted to the Facility exceeds the Facility’s design or operating capacity.
 - (vii) operational upset conditions caused by the acceptance of septage or leachate;]
 - (viii) unavailability of approved lands for application of sludge.

- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an “Uncontrollable Circumstance”), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA’s primary concern will be to use all reasonable efforts to maintain the Facility in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client’s prior approval. Should such a situation arise, OCWA will advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or wilful misconduct when performing

the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facility which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.

- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or a price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facility. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will

have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.

- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facility, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facility, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facility under Applicable Laws, including without limitation its responsibilities under the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40. (the "OWRA") and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facility which would affect OCWA's ability to operate the Facility in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facility is in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facility. The Client acknowledges and agrees that it is responsible for dealing with the designated substances

(including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facility.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.8.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facility which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facility, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facility.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facility.
- (e) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (f) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facility complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (g) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the “Indemnified Parties”) from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client’s negligence or willful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA’s directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA’s negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date January 1, 2017 and shall continue in effect for an initial term of three (34) years, ending on December 31, 2019 (the “Initial Term”) and then may be renewed for successive three (34)-year terms (each a “Renewal Term”) subject to mutual agreement between the Parties, subject to Section 6.1 of this Agreement.

Section 4.2 - Operations Estimate

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - Payment of the Estimate

The Client shall pay OCWA the annual Estimate for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2017. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.4 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facility that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than September 1st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling four (4)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facility. The Client’s written approval of the estimate or revised estimate, in the form set out in Schedule “J”, authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”).
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

Section 4.5 - Capital Projects

- (a) “Capital Projects” means changes and improvements to the Facility which include the installation of new technology, improvements to the efficiency, performance and operation of the Facility, replacement of major pieces of equipment, structural modifications to the Facility and the construction and commissioning of new Facilities.
- (b) No later than September 1st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (4)-year recommendations for Capital Projects required for the long term operation of the Facility.
- (c) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.6 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client should pay the invoice within thirty (30) days of the date of the invoice.

Section 4.7 - Interest on Late Payments

- (a) **Monthly Payment of Estimate and Management Fee.** If the Client’s monthly payment of the Estimate and Management Fee are not available in its designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.7(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.8 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with section 4.8(a).

Section 4.10 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.11 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the new services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Estimate, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least nine (9) months before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew. No later than eighteen (18) months prior to the expiry of the Current Term, OCWA shall provide a written reminder to the Client of its nine (9) months' notice requirement.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (d) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.4 - Final Settlement

If OCWA ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Estimate and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement including, but not limited to the outstanding accounts, if any, owed to OCWA, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log book for the Facility.
- (b) The original operations manual(s) that were provided by the Client to OCWA at the commencement of the Services as well as any modifications or changes to the manuals that reflect the actual or revised approach to operating the Facilities with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facility.
- (d) Maintenance and repair records of equipment at the Facility in electronic format.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facility, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facility does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology or other similar technology in respect of the Facility as part of the Estimate.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings,

undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

- | | | |
|------|-------------------|---|
| (i) | if to the Client: | Township of Wellington North
7490 Side road 7 W., P.O. Box 125
Kenilworth, Ontario
N0G 2E0
Telephone: 519-848-3620
Fax: 519-848-3228
Attention: CAO |
| (ii) | if to OCWA: | Georgian Highlands Office
136 Main Street, East
Shelburne, On |

L9V 3K5
Telephone: 519-925-1938
Fax: 519-925-0322
Attention: Operations Manager

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality and Security

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

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

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

SCHEDULE A - The Facility

Part 1. Description of the Facility

For the purposes of this Agreement, the Facility is comprised of the following:

1. Arthur Wastewater System

The Arthur Water Pollution Control Plant began operating in its present configuration in January 1991.

The plant is an extended aeration facility, with grit channels and parshall flume, comminutor and two aeration tanks. Phosphorus removal by continuous alum feed, one final clarifier and effluent filter system for tertiary treatment. Ultraviolet radiation is used for disinfection of final effluent. Three former waste stabilization lagoons have been modified to act as effluent holding ponds. Discharge is withheld from the receiving water (Conestoga River) during summer months due to low flow conditions, thus plant effluent is discharged to the holding ponds during this time.

The facility receives residential, commercial and industrial wastewater and provides a level of treatment to meet the "Certificate of Approval" issued to the plant for discharging into the Conestoga River.

Sludge is digested aerobically. The six storage tanks/digesters provide a maximum of 18 to 20 weeks storage (this includes primary and secondary digester capacity). Sludge loading facilities provide for transfer of digested aerobic sludge to trucks. Digested sludge is land-applied as farm fertilizer.

2. Mount Forest Wastewater System

In November 2008, the Mount Forest Water Pollution Control Plant began operating. The plant consists of a raw water pumping station, which used to be the old sewage treatment plant. This flow now enters the new Influent Works building which contains a vertical bar screen, a washer screw compactor, a circular grit chamber complete with grit extraction equipment and blowers, and a grit dewatering screw all sized to accommodate the hydraulic peak flow rate of 15,000 m³/d. This conventional wastewater plant uses diffused air supplied by two aeration blowers to supply its two (2) aeration tanks and supplements its phosphorous removal using alum. The plant applies its coagulant aid prior to its two square final clarifiers which are fitted with sludge removal scrapers.

Two final effluent single media filters including traveling backwash mechanism and return of backwash to the head of the aeration tanks follow the final clarifiers. The effluent then flows through the ultraviolet disinfection system which consists of two banks, one duty and one standby, with each bank sized for the Peak Flow Rate. The plant is designed to remove suspended solids, BOD₅, and phosphorus from the wastewater. Chlorination of bypasses which are metered is done through a manual sodium hypochlorite drip into the existing chlorine contact chamber at the Raw Sewage Pumping Station.

The sludge digestion and storage is located at the new site, and receives sludge from the Arthur and Mount Forest Wastewater Treatment Plans. Sludge treatment system consists of a three stage aerobic sludge digestion system with a total storage volume of 1,987m³, equipped with coarse bubble diffusers, submersible mixers and supernatant decanting.

Part 2. Street Address of the Facility

The street address of the Facility is as follows:

Arthur Wastewater Facility – 160 Preston Street, Arthur

Frederick Sewage Pumping Station – 176 Frederick Street, Arthur

Wells Sewage Pumping Station – 60 Wells Street West, Arthur

Arthur Effluent Storage Lagoons – 491 Eliza Street, Arthur

Mount Forest Wastewater Facility – 651 Cork Street, Mount Forest

Cork St. Sewage Pumping Station – 407 Cork Street, Mount Forest

Perth St. Sewage Pumping Station – 359 Perth Street, Mount Forest

Durham St. Sewage Pumping Station – 191 Durham Street, Mount Forest

North Water Sewage Pumping Station – 300 North Water Street, Mount Forest

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Actual Charges” is defined in Section 2 under Schedule D of this Agreement.

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H, I and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.4(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Paragraph 4.5(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both Parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2016, is the CPI of September 2015 divided by the CPI of September 2014.

“Current Term” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Estimate” is defined in Section 1 under Schedule D of this Agreement.

“Facility” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“**Insurance**” is defined in Paragraph 2.7(a) and further described in Schedule E.

“**Intellectual Property Rights**” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“**Major Maintenance Expenditures**” is defined in Paragraph 4.4(a) of this Agreement

“**Management Fee**” is defined in Paragraph 4(a) under Schedule D of this Agreement.

“**MOECC**” means the (Ontario) Ministry of the Environment and Climate Change.

“**MOL**” means the (Ontario) Ministry of Labour.

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Optional Services**” means any services not included in the Estimate that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.11.

“**Outpost 5**” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“**Overall Responsible Operator**” means the person who will act as the overall responsible operator pursuant to Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act*, R.S.O. 1990 (“OWRA”) in respect of the Facility.

“**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40.

“**Parties**” is defined in Paragraph (d) of the Recitals to the Agreement.

“**PDM**” or “**Process Data Management**” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“**Pre-existing Condition**” is defined in Section 2.5 of this Agreement.

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“**Routine Maintenance**” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventive maintenance.

“**SCADA**” means Supervisory Control and Data Acquisition.

“**Service Fee**” is defined and described in Schedule D.

“**Services**” is defined in Section 2.1 of this Agreement.

“**Technology**” is defined in Section 7.1 of this Agreement.

“**Uncontrollable Circumstance**” is defined in Paragraph 2.2(c) of this Agreement.

“**Unexpected Expenses**” is defined in Paragraph 4.6(a) of this Agreement.

“**Utility Costs**” means the costs of natural gas used in the operation of the Facility.

“**WMMS**” or “**Work Management Maintenance System**” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“**Year**” means the three hundred and sixty-five (365) day period from January 1 to December 31 of the calendar year.

SCHEDULE C - The Services

A – Services for Wastewater Treatment System

Part 1 – Services included in the Estimate

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities familiar with the operation of the Facilities.

2. **Regulatory Reporting**

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. **Operations Manuals**

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) OCWA to provide annually asset management records for the previous year;
- (c) as required provide a schedule in advance of pre-approved vacation or leave by operations staff assigned to the facilities;
- (d) wastewater operator shall complete the following in-house lab analysis two (2) or three (3) times a week between Monday and Friday;
 - a. Grab sample raw sewage for Total Suspended Solids;
 - b. Grab sample aeration tanks for Total Suspended Solids ;
 - c. Grab sample of process liquid immediately after clarifier for Total Suspended Solids of grab sample;
 - d. Grab sample of final effluent for Total Suspended solids.
- (e) make best efforts to have the Municipally owned sludge storage facility empty by November 30 of each calendar year in the most efficient, cost effective manner;
- (f) ensure General liability and WSIB insurance documentation is filed for each contractor who works within the Facilities and provided to the Township at their request;

- (g) comply with the Clients procurement policies;
- (h) provide cover letter as attached to Annual Report confirming status of the previous year's operations;
- (i) complete contingency plans for all major equipment and process breakdown within two years of agreement Effective date, copies to be located in the Facilities;
- (j) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (k) provide mobile communications services.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of calibration by third party contractors
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of ;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
 - (xi) calculation, recording and analysis of the amount of wastewater treated; daily flows/monthly flows;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;

- (xv) before September 1st (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening;
 - (xviii) clean valve chambers and exercise valves;
 - (xix) coordination and removal of biosolids, haulage and disposal from the Facilities in accordance with applicable MOECC Guidelines for sludge disposal;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
 - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
 - (d) verify or calibrate equipment, as required by regulations;

9. Client Reporting

OCWA shall provide the following reports to the Client:

- (a) a process and compliance report, within thirty (30) days of the completion of each month or such other period as the Client and OCWA may agree upon;
- (b) a summarized financial report, in the format provided in Schedule G, on a quarterly basis indicating expenditures to date and funds remaining;
- (c) an annual financial report, in the format provided in Schedule G;
- (d) quarterly meeting to discuss operations and plans to make continuous improvement.

B - Services for Wastewater Collection System

Part 1 – Services

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) verification of calibration;
 - (iii) checks and response to alarms during Business Hours;
 - (iv) inspection of process control equipment to ensure proper operation of;
 - (v) maintenance of daily on-site logs and records;
 - (vi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (vii) before September 1st (as per agreement 4.5(b)), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

- (viii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (ix) removal of grit and screening;

- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (d) verify or calibrate equipment.

C - Services for Lagoon System

Part 1 – Services

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans, copies to be located in the Facilities;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

7. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) inspection of process control equipment to ensure proper operation;
 - (ii) maintenance of daily on-site logs and records, bypass reports and routine checklists as required by Applicable Laws;
 - (iii) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the report;
 - (iv) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;
 - (v) recording and analysis of flows;
 - (vi) batch dosing with boat and seasonal discharges, if required;
 - (vii) before September 1st (as per agreement 4.5(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (viii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (ix) clean valve chambers and exercise valves.

- (b) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (c) verify or calibrate equipment.

SCHEDULE D - The Estimate And Other Charges

1. Operations Estimate

No later than September 30st of each year of the Initial Term or any Renewal Term, OCWA shall prepare and submit to the Client, for its approval, an estimate of the charges associated with the provision of the operational and maintenance Services for the following calendar year. The Client will inform OCWA no later than December 1st whether the estimate is approved or not approved (the approved estimate is referred to as the “Estimate”). If the Client does not provide OCWA with its decision regarding approval by the December 1st date, the Estimate shall be deemed approved. The Estimate shall be OCWA’s authorization to incur the expenditures in the Estimate. The Estimate for the first year of the Initial Term is \$399,960.

2. Reconciliation of the Estimate and Actual Charges

At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year (the “Actual Charges”) which, as indicated in Paragraph 2.7(a), may include an increase in premium for the Insurance. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

3. Other Charges

The Estimate, as reconciled with the Actual Charges, includes all charges associated with providing the Services, except for the following:

- (a) OCWA’s Management Fee (as described in Section 4 of Schedule D below);
- (b) Capital Projects (as described in Section 4.5);
- (c) Unexpected Expenses (as described in Section 4.6);
- (d) charges for any Optional Services that are provided by OCWA to the Client (as described in Section 5 of this Schedule D);

4. Management Fee

- (a) In addition to payment of the Estimate, as reconciled, with the Actual Charges, the Client shall also pay OCWA an annual management fee (the “Management Fee”) to provide the management Services, which shall be \$ 45,905 for the first year of the Initial Term (“Year One”). The Management Fee shall be paid by the Client in twelve (12) equal monthly instalments at the same time and in the same manner as the Estimate. The monthly payment of the Management Fee for Year One of the Initial term shall be \$3,825.42.

- (b) For the second year (“Year Two”) and subsequent years of the Initial term, the annual Management Fee shall be \$45,905 plus an Adjustment for CPI.
- (c) The Management Fee in any Renewal Term shall be as agreed by the Client and OCWA. If the Client and OCWA cannot reach an agreement on the Estimate and Management Fee for any Renewal Term within six (6) months of the beginning of the last year of the current term (whether the Initial Term or a Renewal Term) (the “Current term”), this Agreement will be terminated one year from the last day of the Current Term. The Parties shall treat this final year in the same manner as if the Current term was extended an additional year.

5. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, and (0800 to 1630) shall be billed at \$90.00/hour/person for an Operations Manager, Utility Plant Instrumentation Technician (UPIT), and Process Compliance Technician (PCT). , and \$65.00/hour/person for an operator or mechanic.
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician (PCT) , and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager, Utility Plant Instrumentation Technician (UPIT), Process Compliance Technician(PCT), and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, ;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

6. Service Fee

“**Service Fee**” means an additional fee of 8% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

- Insured Perils:** All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.
- Policy Limits:**
- Replacement Value
 - Extra expenses
 - Expediting expenses
- Insurable Values:** Please report facilities' value based on Replacement Cost. (Subject to Annual Review by the Client)
- Deductibles:**
- Earthquake – 3% of the value of the property insured subject to a minimum of \$100,000.
- Flood – A flood deductible of 3% of the value of the property insured subject to a minimum amount of \$100,000 applies to locations in the 100-year flood zones.
- A flood deductible of 2% of the value of the property insured subject to a minimum amount of \$75,000 applies to locations in the 500-year flood zones.
- A flood deductible of \$50,000 applies to all other locations.
- Sewer Back-Up & Water Damage:** \$100,000
- All Other Losses:** \$10,000 for the Mount Wastewater Forest Facility and \$5,000 for the Arthur Wastewater Facility based on the insurable value of the Facilities at the time of execution of this Agreement (except earthquake, flood and sewer back-up).

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In

cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the "Property Excluded" section of the policy.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, and Electrical object including Production Machinery as defined under the policy. Coverage applies to the loss of the "Object" itself and for loss to other insured property directly damaged by the "Accident", except as excluded under the policy.

Limit: \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2014; subject to changes on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2015; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (60 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean-up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$100,000 for the year 2015; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

- Arthur Wastewater Treatment Plant has initiated a class Environmental Assessment (EA) to examine options for increasing the capacity of the WWTP.
- At this time the annual average flow, exceeds the current rated capacity, due to population growth, influx and infiltration. As a result of the limited capacity of the Arthur WWTP during a major weather event or spring thaw, the Arthur WWTP bypasses.

SCHEDULE G - Format for Financial Reporting



Mount Forest WWT
Cost Plus Client Report
For the Period of January 1, 2015 to December 31, 2015

Org. # : 5541
Project # : WELNOM5541S-000
Date :

	2014 Actuals	2015 Estimate	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D Budget	Y-T-D Actuals	Variance Favourable (Unfavourable)
OPERATING CHARGES									
Chemicals		19,000					19,000	0	19,000
Hydro		67					67	0	67
Salaries & Benefits		110,972					110,972	0	110,972
Services		37,971					37,971	0	37,971
Sludge Haulage		23,750					23,750	0	23,750
Supplies & Equipment		5,013					5,013	0	5,013
TOTAL DIRECT COSTS		196,773					196,773	0	196,773
Additional Maintenance Costs		0					0	0	-
Management Fee		23,825					23,825	0	23,825
TOTAL OPERATING CHARGES		220,598					220,598	0	220,598



Arthur WWT
Cost Plus Client Report
For the Period of January 1, 2015 to December 31, 2015

Org. # : 5767
Project # : WELNOM5767S-000
Date :

	2014 Actuals	2015 Estimate	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D Budget	Y-T-D Actuals	Variance Favourable (Unfavourable)
OPERATING CHARGES									
Chemicals		18,500					18,500		18,500
Hydro		64					64		64
Salaries & Benefits		104,993					104,993		104,993
Services		31,627					31,627		31,627
Sludge Haulage		17,510					17,510		17,510
Supplies & Equipment		4,728					4,728		4,728
TOTAL DIRECT COSTS		177,422					177,422		177,422
Additional Maintenance Costs		0					0		-
Management Fee		17,547					17,547		17,547
TOTAL OPERATING CHARGES		194,969					194,969		194,969

SCHEDULE I - Expenditure Request and Approval to Proceed

Hub Name
 Hub Address
 City, ON Code
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project: \$		Detailed Quote Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- Maintenance Project
 Out of Scope Work
 Contingency
 Emergency
 Health & Safety

Description of Project or Expenditure:**Submission Prepared By:**

Name (Print)

Signature

Date

Authorized Representative for the Ontario Clean Water Agency

PART 2**Approval to Proceed:**

- Approved
 Declined
 Deferred
 Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)

Signature

Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	



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

CULTURAL MOMENT FOR OCTOBER 11TH CELEBRATES THE MOUNT FOREST CEMETERY

The Mount Forest Cemetery was established in 1816. The cemetery is approximately fifteen acres in size and although it is located in Southgate, the cemetery is owned and administered by the Township of Wellington North. In 1872 a formal master plan was developed that established sections that were named for the convenience of physically locating graves.

On average there are about 45 to 50 burials each year. In 1907, there were 111 burials with fifty alone in November of that year. An iron fence along the front was erected in 1937. This was followed by the main entrance gate in 1958 as pictured. The pillars and sign feature we see today were donated by the McHellar family in memory of Mr. Neil McHellar.



The Mortuary/Chapel was built in 1947 and was dedicated on July 6th at the time of the Old Boys Reunion.

Over 7,000 plots or niches have been sold since the cemetery was first established and the Mount Forest Cemetery has been included on the Cultural Roundtable's list of historic sites and places. The Cultural Roundtable also worked with the Township on improving public access to historic burial records and currently over 7,700 records can be found on <https://www.findagrave.com/cemetery/2151397/mount-forest-cemetery>.

In 2021 Summer Student Morgan conducted walking tours of the Cemetery during Wellington North Culture Days and in 2022 we are fortunate to have her back once again. Tours will be held on October 29th and Nov 5th and will run from 1:00-2:00pm and 3:00-4:00pm. Reservations can be made by contacting Brianna at the Township office.



Submitted by the Wellington North Cultural Roundtable

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

BY-LAW NUMBER 113-22

**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
OCTOBER 11, 2022**

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 October 11, 2022 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 11TH DAY OF OCTOBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK