

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – NOVEMBER 7, 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/82007429968>

Or join by phone:

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

Webinar ID: 820 0742 9968

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the November 7, 2022 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

COUNTY COUNCIL UPDATE

Campbell Cork, Ward 3 County Councillor

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the November 7, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Robert and Linda Carder, Minor Variance

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the November 7, 2022 Regular Meeting of Council at : .

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- | | |
|---|-----|
| 1. Regular Meeting of Council, October 11, 2022 | 001 |
| 2. Public Meeting, October 11, 2022 | 018 |

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on October 11, 2022 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Mount Forest District Chamber of Commerce, October 18, 2022 027

Recommendation:

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 October 18, 2022.

- b. Saugeen Valley Conservation Authority, September 15, 2022 031

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority meeting held on September 15, 2022.

- c. Grand River Conservation Authority, General Membership Meeting, October 28, 2022 035

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Grand River Conservation Authority General Membership Meeting held on October 28, 2022.

2. PLANNING

- a. Report DC 2022-046, Revised Consent Application B3-22 St. John's Evangelical Lutheran Church 036

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive DC Report 2022-046 being a report on Consent Application (Lot Line Adjustment) B3-22 known as Part of Park Lot 1, W/S of Main St and E/S of Foster St Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B3-22 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 only one (1) set of municipal servicing (water, sanitary, storm) be provided via 391 Main Street North. Merged lands will need to be

serviced privately through existing 391 Main Street North municipal services and to the satisfaction of the municipality;

- THAT driveway access can be provided to the merged parcel to the satisfaction of the of the local municipality;
- THAT zoning compliance is achieved on the merged parcel 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.

- b. Report DC 2022-047, A & M Investments Inc., Site Plan Agreement, 178 Main Street South, Mount Forest 042

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2022-047 regarding the Final Approval of the A & M Investments Inc. Site Plan Agreement.

3. BUILDING

- a. Report CBO 202212 Agreement for Parking between Wellington County, The Pentecostal Assemblies and the Township of Wellington North 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-12 being a report on an Agreement for Parking between Wellington County, The Pentecostal Assemblies and the Township of Wellington North

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into a Parking Agreement with the Corporation of the County of Wellington and the Pentecostal Assemblies.

- b. Report CBO 2022-013 City of Guelph By-law Enforcement Services – 6 Month Extension 058

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-13 being a report on the City of Guelph By-law Enforcement Services – 6 Month Extension;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into amending agreement to extend By-law 122-21 with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2022-028 Community Improvement Program 060

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022 – 028 on the Community Improvement Program, AND FURTHER THAT Council approves \$ 6,367.25 in Community Improvement Grants to Arthur Ace Hardware, 480 Smith Street, as follows:

- \$2,500 Building Improvement Grant
- \$2,500 Façade Improvement Grant
- \$1,367.25 Blade Sign Grant

- b. Report EDO 2022-029 Hawks Nest Competition 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-029 being a report on the Hawks Nest competition;

AND FURTHER THAT Council supports a \$2,000 “partner level” of sponsorship in support of this program.

5. FINANCE

- a. Vendor Cheque Register Report, November 1, 2022 068

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated November 1, 2022

6. OPERATIONS

- a. Report OPS 2021-027 being a report for Council to set the 2023 water and wastewater fees and charges 075

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-027 being a report to set the 2023 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.

- b. Report OPS 2022-028 being a report on the MTO Connecting Link Program Application – Intake 8 081

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-028 being a report on the MTO Connecting Link Program Application – Intake 8;

AND FURTHER THAT Council direct staff to submit an application to the MTO's Connecting Link Program for the resurfacing of Highway 6 (Smith Street), from Conestoga to Wells Street, in Arthur;

AND FURTHER THAT Council agree to fund the Township's portion of the project cost, as recommended by Township staff, as well as support the project schedule detailed within the application.

- c. Report OPS 2022-030 being a report on street light maintenance agreement between Township of Wellington North and Wellington North Power Inc. 085

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-030 being a report on a street light maintenance agreement between Township of Wellington North and Wellington North Power Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law in order to enter an agreement for street light maintenance agreement with Wellington North Power Inc.

7. ADMINISTRATION

- a. Report CAO 2022-0004 Council Remuneration By-law Updates 087

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2022-004 being a report on the remuneration for members of Council.

FURTHER THAT Council enacts the following by-laws as they pertain to Council remuneration in 2022 and for the upcoming term of Council (2023-2026).

- b. Report CLK 2022-020 being a report on Committee Appointments for the 2022 – 2026 term 089

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive report CLK 2022-020 being a report on Committee Appointments for the 2022-2026 term.

AND FURTHER THAT staff bring this report to the December 5th meeting of Council at which time appointments will be determined by Council.

- c. Report CLK 2022-021 2022 Municipal Election Accessibility Report 093

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2022-021 being a report on 2022 Municipal Election Accessibility report.

8. COUNCIL

- a. County of Wellington Media Release, dated October 6, 2022, regarding County Clerk Announces Retirement 095

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Media Release, dated October 6, 2022, regarding County Clerk Announces Retirement

- b. Township of Wellington North, Official Results October 24, 2022 Municipal and School Board Election 096

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Township of Wellington North, Official Results of the October 24, 2022 Municipal and School Board Election.

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 November 7, 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 114-22 being a by-law to authorize an extension to By-law 122-21 being a By-law Agreement for By-law Compliance Services | 097 |
| b. By-law Number 115-22 being a by-law to amend By-law 079-21 being a by-law to set remuneration for Member of Council | 109 |
| c. By-law Number 116-22 being a by-law to amend By-law 062-18 being a by-law to set remuneration for Members of Council | 110 |
| d. By-law Number 117-22 being a by-law to authorize the execution of a Streetlight Maintenance Services Agreement between Wellington North Power Inc. and The Corporation of The Township of Wellington North | 111 |
| e. By-law Number 118-22 being a by-law to authorize the execution of a Parking Agreement between the Pentecostal Assemblies, The Corporation of the County of Wellington and The Corporation of the Township of Wellington North | 138 |

Recommendation:

THAT By-law Number 114-22, 115-22, 116-22, 117-22, and 118-22 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- Celebrating Wellington North Women in Military Service in World Wars I and II 143

CLOSED MEETING SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;

Recommendation:

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;

1. REPORTS

- Report EDO 2022-027 Ontario Volunteer Service Awards Nominations
- Report HR 2022-014 Proposed CUPE Agreement July 1, 2022 to June 30, 2024

2. REVIEW OF CLOSED SESSION MINUTES

- October 11, 2022

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 EDO 2022-027 Ontario Volunteer Service Awards Nominations;

AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-014 Proposed CUPE Agreement July 1, 2022 to June 30, 2024;

AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to sign the by-law to ratify the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 255.11

Recommendation:

144

THAT By-law Number 119-22 being a by-law to ratify the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 255.11 be read a First, Second and Third time and finally enacted.

NOTE: Schedule will be made public after the closed meeting

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the October 11, 2022 Council Meeting.

CONFIRMING BY-LAW

145

Recommendation:

THAT By-law Number 120-22 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 November 7, 2022 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of November 7, 2022 be adjourned at
:__ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Recreation, Parks and Leisure Committee (via video conferencing)	Tuesday, November 8, 2022	4:00 p.m.
Mount Forest Business Improvement Area, Annual General Meeting (Mount Forest & District Sports Complex – Community Hall)	Wednesday, November 9, 2022	8:00 a.m.
Remembrance Day Celebrations (Arthur and Mount Forest Cenotaphs)	Friday, November 11, 2022	
Arthur Business Improvement Association, Annual General Meeting (Arthur Community Centre)	Wednesday, November 16, 2022	7:00 p.m.
Mount Forest Ladies Night Deals at Dusk	Thursday, November 17, 2022	5:00 p.m. to 8:00 p.m.
Arthur Countdown to Christmas Celebrations	Saturday, November 19, 2022 to Friday, December 2, 2022	Follow on Facebook @ Christmas Time In Arthur
Inaugural Meeting of Council	Monday, November 21, 2022	7:00 p.m.
Arthur Miracle on George Street	Thursday, November 24, 2022	5:00 p.m. to 9:00 p.m.
Arthur Opti-Mrs. Santa Claus Parade	Saturday, November 26, 2022	7:00 p.m.
Mount Forest Lions Christmas Parade	Friday, December 2, 2022	7:00 p.m.
Regular Meeting of Council	Monday, December 5, 2022	2:00 p.m.
Regular Meeting of Council	Monday, December 19, 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

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

Members Present:

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

Member Absent

Councillor: Sherry Burke

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
Economic Development Officer: Dale Small
Human Resources Manager: Amy Tollefson
Manager of Recreation Services: Tom Bowden
Director of Fire Services: Chris Harrow
Manager of Development Planning: Curtis Marshall
Senior Planner: Matthieu Daoust

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2022-326

Moved: Councillor McCabe

Seconded: Councillor Yake

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

- addition of Items for Consideration, Council, 8 d, Mount Forest Lions request to have the month of November declared as Diabetes Awareness Month, and November 14th, 2022 as World Diabetes Day in Wellington North,
- deletion of Items for Consideration, Operations, 6b, Report OPS 2022-027 being a report for Council to set the 2023 water and wastewater fees and charges.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Councillor Yake declared a potential conflict with Item 6b under the heading Items for Consideration – Operations – Report OPS 2022-024 being a report on the proposed agreement with the Ontario Clean Water Agency (OCWA) for the period 2023 to 2025, as well as 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, as the Ontario Clean Water Agency is his employer.

PRESENTATIONS

Jennifer Stephens, General Manager/Secretary-Treasurer, and Laura Molson, Manager, Corporate Services, Saugeen Valley Conservation Authority (SVCA)

- Draft Budget 2023

Ms. Stephens noted that the SVCA is one of 36 Conservation Authorities across Ontario under the umbrella organization of Conservation Ontario with mandated responsibilities under the Conservation Authorities Act.

The SVCA flood management program encompasses non-structural approaches to keep people away from water, such as regulation of development in floodplains, flood forecasting and warning, water infrastructure maintenance and inspection, and emergency planning; and structural approaches to keep water away from people, such as dams to control flow of frazil ice and water, dykes to restrict flow to the proper channel, and channel works to protect slopes from erosion.

The Environmental Planning and Regulations department is composed of several tasks. Plan review and input is provided for Planning Act applications and development proposals and inquiries. Implementation of Regulation 169/06 includes issuing permits, enforcement, and providing support for development, proposals, and inquiries. Support is provided to individual land owners and municipalities for municipal drains, environmental assessments, etc.

Water Quality Program objectives include establishing baseline water quality data, observing trends, and assessing the effectiveness of watershed programs. Surface water monitoring takes samples at 29 different stations to understand the watershed. The ground water program has 23 aquifers with sampling done at 14 sites. Biomonitoring samples sediments for insect larvae.

The Forestry Program consists of tree planting, a managed forest tax incentive program, tree marking and tendering program, and maintenance and improvement projects related to Authority forested properties.

Through the most recent amendments to the Conservation Authorities Act the conservation authority is required to develop a conservation area strategy with an inventory of all conservation lands to be provided to the province by December 2024.

Ms. Molson reviewed the 2022 approved budget and the 2023 proposed budget comparison. There is a significant increase, of which the majority is capital water programs that would only proceed if they are able to secure funding, mostly from the Province and municipalities that are affected. Money from reserves will be used for the water hazard tree issues on conservation areas and campgrounds. Wellington North's 2023 levy will increase by approximately \$7,600.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2022-327

Moved: Councillor Hern

Seconded: Councillor McCabe

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

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2022-328

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North resume the October 11, 2022 Regular Meeting of Council at 2:58 p.m.

CARRIED

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)

RESOLUTION: 2022-329

Moved: Councillor McCabe

Seconded: Councillor Yake

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)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

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

RESOLUTION: 2022-330

Moved: Councillor McCabe

Seconded: Councillor Yake

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

CARRIED

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 4a, 6a, 6e

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2022-331

Moved: Councillor Hern

Seconded: Councillor McCabe

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:

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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

On behalf of the Township of Wellington North, I Andrew Lennox, Mayor, would like to proclaim November as Diabetes Month and November 14th as World Diabetes Day in Wellington North.

World Diabetes Day is celebrated worldwide by the over 200 member associations of the International Diabetes Federation in more than 160 countries, all Member States of the United Nations, as well as by other associations and organizations, companies, healthcare professionals and people living with diabetes and their families.

The World Diabetes Day logo is the blue circle - the global symbol for diabetes which was developed as part of the Unite for Diabetes awareness campaign.

The logo was adopted in 2007 to mark the passage of the United Nations World Diabetes Day Resolution.

The significance of the blue circle symbol is overwhelmingly positive. Across cultures, the circle symbolizes life and health. The colour blue reflects the sky that unites all nations and is the colour of the United Nations flag.

The blue circle signifies the unity of the global diabetes community in response to the diabetes pandemic.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2022-332

Moved: Councillor McCabe

Seconded: Councillor Hern

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.

DEFEATED

Council directed staff to forward the conditions within Report DC 2022-044 to the Land Division Committee for inclusion should the application be approved by the Committee.

RESOLUTION: 2022-333

Moved: Councillor McCabe

Seconded: Councillor Yake

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.

CARRIED

RESOLUTION: 2022-334

Moved: Councillor McCabe

Seconded: Councillor Hern

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.

CARRIED

Councillor Yake did not take part in discussion or vote regarding Report OPS 2022-024 as he had declared a potential conflict due to the Ontario Clean Water Agency being his employer.

RESOLUTION: 2022-335

Moved: Councillor McCabe

Seconded: Councillor Hern

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.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern (Ward 3):

- Arthur Chamber of Commerce meeting on October 12, 2022.
- Arthur Chamber of Commerce Annual General Meeting on October 19, 2022
- Mount Forest Chamber of Commerce Annual General Meeting on October 13, 2022.
- The Wellington North Cultural Roundtable meeting has been postponed until December.

Councillor McCabe (Ward 4):

- SVCA meeting on October 13, 2022 with budget discussion and will tour the Safe Community

Mayor Lennox:

- A new owner of a business brought food to the Opening of Downtown Parkette in cooperation with the BIA
- Attended the Louise Marshall Hospital Auxiliary 100th Anniversary celebration

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
- 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

RESOLUTION: 2022-336

Moved: Councillor McCabe

Seconded: Councillor Hern

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

CARRIED

Councillor Yake did not take part in the vote for By-law Number 112-22. Note: The schedule for this agreement as it appeared on the agenda was incorrect. The correct schedule is attached to these minutes.

RESOLUTION: 2022-337

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT By-law Number 112-22 be read a First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

- Celebrating 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

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

RESOLUTION: 2022-338

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 3:28 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

CARRIED

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

RESOLUTION: 2022-339

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 3:40 p.m.

CARRIED

RESOLUTION: 2022-340

Moved: Councillor Yake

Seconded: Councillor McCabe

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.

CARRIED

RESOLUTION: 2022-341

Moved: Councillor McCabe

Seconded: Councillor Hern

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

CARRIED

RESOLUTION: 2022-342

Moved: Councillor McCabe

Seconded: Councillor Yake

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.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2022-343

Moved: Councillor Hern

Seconded: Councillor Yake

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.

CARRIED

ADJOURNMENT

RESOLUTION: 2022-344

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Regular Council meeting of October 11, 2022 be adjourned at 3:42 p.m.

CARRIED

MAYOR

CLERK

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)

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – OCTOBER 11, 2022 AT 2:00 P.M.
VIA WEB CONFERENCING**

Members Present:	Mayor:	Andrew Lennox
	Councillors:	Lisa Hern Steve McCabe Dan Yake
Member Absent	Councillor:	Sherry Burke
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
	Economic Development Officer:	Dale Small
	Human Resources Manager:	Amy Tollefson
	Manager of Recreation Services:	Tom Bowden
	Director of Fire Services:	Chris Harrow
	Manager of Development Planning:	Curtis Marshall
	Senior Planner:	Matthieu Daoust

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

OWNERS/APPLICANT

ZBA 21/22 Surinder Chaudhry

LOCATION OF THE SUBJECT LAND

The lands subject to the proposed amendment is described as Pt Park Lot 2 S; Smith St Carroll Survey Pt Lots 6 & 9 and known Municipally as 152 Frederick St W. The property is 0.92 ha (2.27 ac) in size with an existing commercial use.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject land from Holding Central Commercial ((H)C1) Zone to High Density Residential (R3) Zone to facilitate the construction of a 55-59 unit (to be confirmed) four storey apartment building. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on September 14, 2022.

PRESENTATIONS

Matthieu Daoust, Senior Planner County of Wellington, Township of Wellington North

- Planning Report dated October 11, 2022

Planning Opinion

The purpose of this zoning amendment is to rezone the subject lands from Holding Central Commercial ((H)C1) zone to Holding High Density Residential ((H)R3) to permit the construction of a 55-59 unit four storey apartment building.

The purpose of this report is to provide the Township with an overview of the proposed zone amendment application and facilitate the public meeting. Further, this statutory public meeting will provide the opportunity for the community and area residents to ask questions and seek more information from the applicant. It will also provide an opportunity for the applicant to address some of the concerns that have been raised through the notification process.

Planning Staff note that site plan approval will be required for the proposed development which will finalize details relating to landscaping, buffering, fencing, snow storage etc. and address compatibility of the building with the adjacent properties.

Following the public meeting, Planning Staff will consider any comments that are received and will prepare a final report and By-law for Councils consideration.

INTRODUCTION

The property subject to the proposed amendment is described as Crown survey Pt Park 2 S Smith St Carrol Survey Pt Lots 6 & 9 and Municipally known as 152 Frederick St W, Geographic Town of Arthur. The subject property is 0.92 ha (2.27 ac) in size and is currently occupied by two existing commercial structures.

PROPOSAL

The purpose of this zoning amendment is to rezone the subject lands from Holding Central Commercial ((H)C1) zone to High Density Residential ((H)R3) zone to permit the construction of a 55-59 unit four storey apartment building. The proposed development will include one vehicular access located on Frederick St W, a total of 83 to 80 parking spaces and an outdoor amenity area to be used by the apartment residents.

SUPPORTING STUDIES

The applicant has completed the following technical reports and studies in support of the proposed application:

- A Water Demand Estimation letter prepared by Van Harten Surveying Inc
- A Traffic Impact letter prepared by Paradigm Transportation Solutions Ltd
- A Sanitary Use letter prepared by Van Harten Surveying Inc
- A Shadow Study prepared by Grinham Architects
- A Planning Justification Report prepared by MHBC Planning

PROVINCIAL POLICY STATEMENT (PPS)

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

A PLACE TO GROW

The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019.

The Provincial Growth Plan directs the majority of growth to settlement areas as a better use of land and infrastructure while prioritizing intensification in strategic growth areas, including urban growth centres, major transit station areas, brownfield sites and greyfields. The vast majority of growth will be directed to settlement areas that have a delineated built boundary.

WELLINGTON COUNTY OFFICIAL PLAN

The lands subject to the amendment are designated RESIDENTIAL and Central Business District in the Urban Centre of Arthur. The property is located within the defined “built boundary”.

Intensification

The policies of Section 3 of the Official Plan outline the general strategies for guiding growth within the County. Section 3.3 sets out objectives for growth and encourages growth in urban areas. It further seeks to identify and promote opportunities for growth in the built up areas of urban centres through intensification and redevelopment where this can be accommodated, taking into account small town scale and historic streetscapes.

Section 3.3.1 identifies targets and states “by the year 2015 and for each year thereafter, a minimum of 20 percent of all residential development occurring annually will be within the built-up area”. This application is located within the build boundary and will continue to support this target.

Urban Centres

Section 7.5.1 of the County Official Plan provides details on land use compatibility in Urban Centres “Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available.”

Residential Designation

The policies of Section 8.3.2 of the Official Plan sets out a number of objectives for residential development including, b) “to provide a variety of dwelling types to satisfy a broad range of residential requirements, e) to ensure that an adequate level of municipal services will be available to all residential areas”, and g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighborhoods.

The policies of Section 8.3.11 of the Official Plan encourage development of “vacant or under-utilized properties for residential uses which are compatible with surrounding uses in terms of dwelling type, building form, site coverage and setbacks”.

Central Business District Designation (CBD)

The policies of Section 8.4.3 of the Official Plan sets out a number of permitted uses for the Central Business including “residential development provided that retail, office, or service commercial uses are located at street level”.

The applicants have designed the proposed apartment to be situated entirely within the Residential designation. The site plan depicts parking to be located within the Central Business District designation. Further, Planning Staff note the area of the

property designated CBD does not have direct frontage and access on to Smith St. The proposed access is from Frederick St W.

WELLINGTON NORTH COMMUNITY GROWTH PLAN

The following relevant Growth Management Goals have been identified:

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

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Holding Central Commercial ((H)C1). The applicant is seeking to rezone to High Density Residential ((H)R3) to permit the construction of a 55-59 unit apartment building.

PLANNING DISCUSSION

Medium Density Development

Section 8.3.5 of the County Official Plan identifies that medium density development such as apartments may be allowed in areas designated RESIDENTIAL subject to the requirements of the zoning by-law and further provided that the following criteria are satisfactorily met:

Policy Requirement:	Response:
a) Development should not exceed 75 units per hectare (30 units per acre) for apartments	<p>The proposed apartment building is to be built with a total of 55-59 units on a 2.27 ac parcel (25-26 units per ac).</p> <p>The proposed density is under the maximum medium density of 75 units per hectare (30 units per acre) identified for apartments.</p>
b) The design is compatible with existing or future development on adjacent properties	<p>Adjacent uses include commercial and institutional uses along Smith St. The surrounding properties include low low/medium density residential, with an array of zones from low to high density residential.</p> <p>Site design, landscaping fencing etc. will be reviewed as part of the site plan application and will consider compatibility with adjacent uses. The proposed building is located at the rear of the property, a fence/tree buffer will be required.</p>
c) The site has a suitable size and shape to accommodate the development and required infrastructure	<p>The subject lands are 2.27 ac in size which is suitable in size and shape for the apartment building. Site design, grading, drainage, landscaping etc. will be reviewed as part of the site plan application.</p>

d) Adequate services are available	The subject lands are currently zoned (H)C1. The holding provisions are in place on the subject lands until confirmation of adequate service availability. The applicant will be required to apply through the Township's sewage allocation policy. Until allocation is confirmed the Holding symbol will remain on the subject lands.
e) In the built boundary, medium density apartments are encouraged to locate on major roadways and arterial roads	The property is located on Frederick St W in Arthur. Although Frederick St is not considered an arterial road, it does have direct access to Highway 6, Smith/George St, Charles St W which is a County road.
f) Appropriate zoning is provided	The property is proposed to be zoned High Density Residential (H)R3 which provides standards for apartment buildings.

Site Plan Approval

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

NEXT STEPS

Following the public meeting, Planning Staff will consider any comments that are received and will prepare a final report and By-law for Councils consideration.

Juliane von Westerholt, Associate, MHBC Planning, Urban Design & Landscape Architecture

- Power Point Presentation

Ms. Von Westerholt presented a rendering of the proposed development. The building will have four storeys with fifty-five to fifty-nine residential apartments. There will be a variety of one, two and three bedroom units.

CORRESPONDENCE FOR COUNCIL'S REVIEW

Barbara M.J. Baranow, Analyst Land Support, Enbridge Gas Inc.

- Email dated September 14, 2022 (No Objection)

Heather Imm, Senior Planner, Upper Grand District School Board

- Letter dated September 16, 2022 (No Objection)

Danielle Walker, Source Protection Coordinator, Wellington Source Water Protection

- Email dated September 19, 2022 (No Objection)

Andrew Herreman, Resource Planning Technician, Grand River Conservation Authority

- Email dated September 20, 2022 (No Objection)

Jason & Melissa Kooiman, Letter received October 3, 2022 (Concerns Raised)

Heather McIntosh & Mike Hayes, Letter dated October 1, 2022 (No Objection)

Shawn William Cook, Letter dated September 27, 2022 (Objection)

Eden & Garrid Schlueter, Letter dated October 3, 2022 (Objection)

Donna Watt, Letter dated October 1, 2022 (Objection)

Thomas & Nicole Kottelenberg, Letter dated October 3, 2022 (Objection)

Zack & Brittney O'Brien, Letter dated October 1, 2022 (Objection)

Robert Wilson & Hannah Law, dated October 4, 2022 (Objection and concerns regarding privacy and lack of sidewalks)

Wellington Federation of Agriculture, letter dated October 11, 2022 (support the application for the High-Density Residential Zoning)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Heather Hayes, 140 Frederick Street, explained that their property backs onto the parking structure of the proposed development nothing their concerns with the height and wondered if it could be three storeys rather than four, the amount of parking and the increase in traffic. She inquired about a traffic study and an entrance on Highway 6 (Smith Street).

Ms. Von Westerholt stated that a traffic study was completed as a requirement for this submission. The opinion letter was prepared by a professional transportation engineer and indicated no road improvements are required, which could speak to access. Traffic impacts identified would be minimal and can be accommodated with the current capacity of the roadway. The site was found to have an acceptable access for the proposed development and an additional access to Highway 6 (Smith Street) was not recommended. The proposed development is close in proximity to the core commercial area and active transportation is anticipated which could potentially reduce vehicular trips. Parking is on-site parking, not structured parking. There will be a landscaped buffer provided around the site in accordance with the requirements of the Zoning By-law. All of the zoning regulations pertinent to this zone have been satisfied. This site will be subject to site plan approval which will deal with the details of the site, such as type of fencing, landscaping, how the area will function, a fire route, grading plans, etc. By having the holding provision anything dealing with servicing will not be dealt with until there is clearance from the Township. With respect to tree management and the removal of trees the intention is, where possible, to keep the trees that are in place to help with screening. The site proposes a sidewalk from the site to the roadway, but it is noted that there are no sidewalks along this stretch of Frederick Street. Privacy fencing and landscaping will be dealt with at the site plan stage.

Ms. Hayes requested the traffic study be sent to those circulated on this submission. Darren Jones, CBO, indicated that if a request is made to the Development Clerk the study that is part of the application can be circulated. Ms. Hayes asked if the Fire Chief had been consulted about the project and if the fire trucks can move around and if access is sufficient for the trucks. Fire Chief Harrow stated that they do look at all applications and they will work with the developer to ensure it meets to their satisfaction. Ms. Hayes asked if there is any willingness to take this down to three storeys. Ms. Von Westerholt stated that at this time the proposal is for four storeys. Given that the entire province is in a housing crisis the proposal is to remain four storeys. Ms. Hayes inquired if Council could request some of affordable units and set what that would be.

COMMENTS/QUESTIONS FROM COUNCIL

Mayor Lennox reviewed the process. This is at the rezoning stage which looks at the suitability of the location for the application before them. If they believe this is a suitable location for this application there will be other steps. The site plan approval process will deal with fencing, landscaping, emergency vehicle access, etc.

Councillor McCabe stated that if the residents' concerns are addressed, he is okay to go forward.

Councillor Yake inquired if storm water will be addressed at a later stage. Ms. Von Westerholt commented that storm water will be dealt with at the site plan approval stage. Councillor Yake inquired if we have the ability to handle a structure fire with four storeys. Fire Chief Harrow stated that there are agreements with neighbouring municipalities with aerial apparatus for these services. Newer builds have sprinklers that will hold fires until the fire department is on site.

Mayor Lennox asked the CBO about the next steps. CBO Jones stated that based on the public meeting the Township planner will bring back a report with a draft by-law for consideration. Once that is passed the applicant can apply for site plan approval and work through that process. That approval, through Bill 109, has been delegated to staff. After that is dealt with it will come back to Council for removal of the holding provision by-law and will come back as sewage allocation.

OWNERS/APPLICANT

ZBA 22/22 Kathryn Spark

LOCATION OF THE SUBJECT LAND

The lands subject to the proposed amendment is described as WOSR Part Division 3 and 4 Part Lot;27 with civic address of 8848 Highway 6. The property is 41.26 ha (101.95 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) Zone to Site Specific Agricultural (A-2) Zone and Site Specific Agricultural (A-XX) Zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. Additionally, the applicant is seeking to rezone the severed lands from Agricultural (A) Zone to Site Specific Agricultural (A-XX) Zone 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. A 40.1 ha (99.1 ac) vacant agricultural parcel will be retained. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on September 15, 2022.

PRESENTATIONS

Matthieu Daoust, Senior Planner and Asavari Jadhav, Junior Planner, County of Wellington, Township of Wellington North

- Planning Report dated October 11, 2022

Planning Opinion

The purpose of this zone 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. A 40.1 ha (99.1 ac) vacant agricultural parcel will be retained.

We have no objections to the zone amendment. Both the PPS and County Official Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future development dwellings

INTRODUCTION

The property subject to the proposed amendment is legally described as WOSR Part Division 3 and 4 Part Lot 27 with civic address of 8848 Highway 6. The proposal is a condition of a recent severance application B44/22 on the property. The proposed severed parcel is 1.16 ha (2.9 ac) with an existing dwelling, garage, silo, and out-building. A vacant agricultural parcel of 40.1 ha (99.1 ac) is retained.

PROPOSAL

The purpose of this zone 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 the existing dwelling, garage, silo, and out-building from the agricultural parcel under the surplus farm dwelling policies.

PROVINCIAL POLICY STATEMENT (PPS)

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

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated as PRIME AGRICULTURE, CORE GREENLANDS and GREENLANDS. This application is submitted to facilitate condition of the proposed severance application B44/22. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Agricultural (A) and Natural Environment (NE). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zone amendment will apply the standard A-2 to the retained parcel, which will restrict any future residential

development on the retained agricultural parcel. Further, relief is required for the severed parcel to permit a maximum ground floor area of 629 m² (6,770.5 ft²) for all existing accessory structures, as opposed to the maximum permitted ground floor area of 226 m² (2432.64 ft²).

Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

Andrew Herreman, Resource Planning Technician, Grand River Conservation Authority

- Letter dated September 15, 2022

Wellington Federation of Agriculture, correspondence received October 11, 2022

- Concerns with agricultural land needing to be retained for agricultural purposes, fragmentation should be a lens for all zoning requests. They note that, in their opinion, the retained parcel of 2.9 acres is excessive. The existing accessory structure of 629m sq is quite large. WFA requests clarification of its intended use and seek consideration for restricted use of accessory structures.

REQUEST FOR NOTICE OF DECISION

The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the by-law must submit a written request.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Kathryn Spark, Applicant, was present to answer questions regarding the application. She explained that they are wanting to sever the home from the farmland for their daughter who needs to have her family close by. The land use won't change, and the farm is tentatively sold, providing the severance goes through. The shed will continue to be used for their own hay storage and equipment.

COMMENTS/QUESTIONS FROM COUNCIL

No comments or questions from Council.

ADJOURNMENT

RESOLUTION: 010-2022

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Public Meeting of October 11, 2022 be adjourned at 2:57 pm.

CARRIED

MAYOR

CLERK

Have started planning for 2023. We have had one committee meeting and some subgroups have already met as well including Entertainment, Sponsorship and Car Show committees

Working on setting up a volunteer/committee/sponsor "Thank You" party at the Bowling Centre.

Looking at a Sunday afternoon in November, cost is apx \$400 for the afternoon. Would invite committee members, top sponsors and key volunteers along with their families

d) **North Wellington Home Expo 2023 - Emma**

Committee for this event has met and things are coming along, working on setting budgets, sponsorship packages, etc. Will have a budget for the board to consider and approve at the next meeting

e) **Business, Visitors & Community Guide 2023/24 - Kelly**

Committee has collected quotes from Print One, MPI Printing along with The Wellington Advertiser. The Wellington Advertiser is offering more assistance with the guide design than the other companies quoted. Discussion around what size to make the Guide; considering both 8.5" x 11" as well as 5.5" x 4.25". Asking the 3 companies for quotes on both sizes of the Guide so that we can revisit this conversation and decide who will produce the Guide. Board members were asked to watch their emails for more info on this so we can keep the project moving along. Once we have the quotes, the board will decide on size of the Guide as well as who will be designing and printing

VIII. New Business

a) **Ladies Night**

Ladies Night date for this year is Thursday, November 17th. The print catalog for the Ladies Night and Christmas specials is now done, should be coming out in the W.A soon. Will be starting to promote online soon. Plans to give away \$1,000 in Chamber Bucks once again that evening. We have requested funding from the BIA as per the usual to assist with this. Joe setting up the subgroup for Ladies Night on MF What's Happening

b) **Christmas Tree Lighting**

Scheduled for Friday, November 25th With the renovations and changes happening at The Tavern, we need to find a new location for this event. Discussion was had about using the Lions park at the south end of town where the cenotaph is located. Lisa is going to assist us with inquiring about power to that location. Stacey to contact Wellington North Power to have our lights removed from the big tree for our use elsewhere. Will be inquiring with Wightman about event coverage. Joe has volunteered to be there for Santa photos; Kelly/Emma to inquire with Lions about the use of their sleigh again this year. Excitement over the new possible location and discussions on how the location would allow us to grow this event over the upcoming years (nativity scenes, walk-through light path, photo opps, etc.)

IX. Round Table

Emma – curious where things are at with the remodelling/recreation of the website. Stacey has been working on this however we look forward to a further update at the next meeting

Kelly – Member insurance benefits; do we have the current and correct information from the new company for our membership packages? Stacey to confirm

Mel – offering to help with the Guide and ad sales for the Guide

Joe – N/A

Chris – N/A

Shawn – N/A

Sharon – N/A

X. Adjournment Meeting adjourned at 8:01 pm, October 18th, 2022

Economic Development October 2022 Update

Mount Forest Chamber of Commerce

Digital Main Street

- On October 18th we had twenty-two attendees at the “Crafting Content for Social Media workshop in Mount Forest and on October 19th fifteen in Palmerston for the “Digital Tools, Software & Apps to Manage Your Small Business” workshop.
- Nelia, our Digital Main Street Team leader continues to work with local businesses and with our grant funding will be available to continue to provide support for another 12 months. To date we have distributed \$47,500 to 19 local businesses who took advantage of the digital transformation grant and some of these like Sterre Café in Arthur and Forest Physiotherapy in Mount Forest have been showcased on our social media pages.
- While this is good it is also a little frustrating that more businesses have not taken advantage of this free service and grant funding. Your support in promoting this to your membership would be appreciated. Please feel free to reach-out to Nelia and have her create some content for you to share on social media & next Chamber newsletter

Annual General Meetings

- Congratulations to the Directors and Stacey on what I thought was a very well-done AGM and Service Excellence Awards. The quality of the nominees was exceptional which is awesome.
- If anyone from the Chamber is able to attend, the Mount Forest BIA AGM, is being held on Wednesday November 9th @ 8:00am in the Lower Leisure Hall at the Sports Complex.

Memorandum of Understanding

- In the process of drafting a new Memorandum of Understanding to cover the next two years. From a Financial contribution perspective, I’m suggesting \$2,500 in grant funding to support Chamber marketing & promotion/Business Guide initiatives, as well as an additional \$2,500 for the MF Fireworks Festival. The Chamber is also eligible for a tax rebate so please ensure you apply for that as well.

Shop Local Sidewalk Saturday

- Looking ahead it would be good if we could come to an agreement on the date for a Shop Local Sidewalk Saturday event if we wish to continue with these. In 2022 we did one the second Saturday in August which in 2023 would be August 12th? We don’t need to decision this tonight however over the next couple of months we will need to come to a consensus with the BIA and Downtown Committee.

Volunteer & Newcomer Celebration

- September 23rd event in Mount Forest was well attended by 225+ people and included 22 community & service organizations that setup to provide information. 30 Newcomer welcome bags were prepared and given away. Thank you to Stacey/Chamber for also participating.
- The next Volunteer & Newcomer Celebration will take place in Arthur on April 20th, 2023 as part of National Volunteer week.

Northern Wellington Economic Development Page

- The October WA Community News page we share with Minto and Mapleton is attached. These ads go in the first edition of each month and are used to promote local events and activities that are happening in Northern Wellington.

NORTHERN WELLINGTON ECONOMIC DEVELOPMENT



Partnership of



AGM AND EXCELLENCE AWARDS

MOUNT FOREST Oct 13
ARTHUR Oct 19

Thank You

to all the Chambers of Commerce for promoting and supporting our local businesses.



HAPPY Thanksgiving

We encourage everyone to try and support our local farmers whenever possible.

November Shopping Events

Save the Dates

Harriston Ladies Night
November 16 • 4-8 pm

Mount Forest Ladies Night
Deal at Desk
November 17 • 5-8 pm

Drayton Kinetax slip & shop
November 17 & 18 • 4-9 pm

Palmerston 10th Kingle Market
November 24 • 4-8 pm

Arthur "Market on George Street"
November 24 • 5-9 pm

Clifford Christmas in the Street
November 26 • 5-8 pm

Great news for local businesses!

Digital Main Street program is an exciting initiative that is available to brick & mortar businesses.

It's free to apply & the process is simple!

Connect with Nella, your local Digital Service Squad
ds.nellerw@gmail.com | 519-870-7400



FREE in-person workshops for small business

WORKSHOPS

Oct 18
5-8pm

Crafting Content for Social Media
Learn to efficiently craft and plan what you'll share on social media.
Mount Forest & District Sports Complex
850 Princess Street, Mount Forest

Oct 19
9am-12pm

Digital Tools, Software & Apps
Learn ways to efficiently manage your small business.
C.N.S.A. Clubhouse
160 Main Street West, Palmerston

Registration is required. Space is limited, register early.
 To register visit <https://bit.ly/dmeworkshops2022> or scan code >

Brought to you by:

LAUNCHIT

BUSINESS EXPLORATION CENTRE

Bring your lunch and join us at Launchit for Health and Safety solutions and tools for your business.
Presented by Workplace Safety & Prevention Services*

OCT.	5	Duties & Responsibilities of Workplace Parties	12:00 PM - 1:00 PM at Launchit
NOV.	2	Mental Health in the Workplace	12:00 PM - 1:00 PM at Launchit
DEC.	7	Workplace Violence & Harassment Prevention	12:00 PM - 1:00 PM at Launchit

To register for events, visit launchit@minto.com/events
 Any questions? Please email info@launchit@minto.com.

OCT 12TH

6:30 PM - 8:00 PM

workshop

The Do's & Don't's of Job Postings

WALK AWAY READY TO CREATE JOB POSTINGS THAT WILL HELP YOU FIND YOUR NEXT EMPLOYEE.

What makes a good job posting?
 What do job seekers want to know?
 Why is your job posting so important?
 How to get your job posting noticed.

REGISTER AT LAUNCHMINTO.COM

OCT 12TH

8:00 AM - 9:30 AM
HARRISTON LIBRARY BASEMENT

info session

Addressing Workforce Challenges

\$15PP WITH CLINTON ENGLISH FROM ICE IMMIGRATION

Light breakfast and refreshments provided

Town of Minto 519-338-2511
 Belinda Wick-Graham ext. 241

Township of Wellington North
 Dale Small 519-848-3620 ext. 4234

Mapleton Township
 Aly Hill 519.638.3313 ext. 042

SAUGEEN VALLEY CONSERVATION AUTHORITY

Minutes

Meeting:	Authority Meeting
Date:	Thursday, September 15, 2022, 10:00 a.m.
Location:	Electronic
Chair:	Maureen Couture
Members present:	Paul Allen, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
Members absent:	Mark Davis, Steve McCabe, Don Murray
Others present:	Jennifer Stephens, General Manager / Secretary-Treasurer Erik Downing, Manager, Environmental Planning and Regulations Donna Lacey, Manager, Forestry and Lands Elise MacLeod, Manager, Water Resources Laura Molson, Manager, Corporate Services Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture called the meeting to order at 10:00 a.m.

1. Land Acknowledgement

The following Land Acknowledgement was read by Director Paul Allen:

We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudensaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nation, Métis, and Inuit peoples.

2. Adoption of Agenda

MOTION #G22-73

Moved by Dave Myette

Seconded by Sue Paterson

THAT the agenda be adopted as amended.

CARRIED

3. Declaration of Pecuniary Interest

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

4. Approval of Authority meeting Minutes – July 21, 2022**Motion #G22-74**

Moved by Diana Rae

Seconded by Barbara Dobreen

THAT the minutes of the Authority meeting held on July 21, 2022, be approved as circulated.

CARRIED

5. Consent Agenda**Motion #G22-75**

Moved by Cheryl Grace

Seconded by Paul Allen

THAT the reports, and information contained in the Consent Agenda, [Item 5-a-b], along with their respective recommended motions be accepted as presented.

CARRIED

6. New Business

a. 2023 Draft Budget Review

Jennifer Stephens introduced the proposed 2023 Budget presentation which integrates investments in SVCA staff, communities, and the conservation authority. She noted that the budget has been affected by the high cost of living and increased insurance costs. The guiding document driving the budget is the *Inventory of Programs and Services* with required deliverables by December 31, 2024. The Managers of each department presented plans and required projects for 2023.

Corporate Services

The Corporate Services department includes administration, finance, communications, GIS, IT, and education, and has 6 full time staff members. Planned priorities for 2023 are policy development, continued rebranding, AODA compliance documents, the implementation of a content management system, and increased marketing and community education. An increase in self-generated revenues is expected due to improved investment income.

Environmental Planning and Regulations (EPR)

The EPR department has experienced an unprecedented number of permits and planning applications. The department consists of 11 full time staff. Priorities for 2023 include professional development and training of staff to improve staff retention, design of a Content Management System, completion of updates to the Environmental Planning and Regulations Policies Manual, and assessment of risks associated with natural hazards including impacts of climate change. Revenues are expected to be consistent with 2022 figures.

Forestry and Stewardship

Tree planting will continue in 2023 along with increased forest management activities. Signage will be replaced where necessary.

Authority Meeting – September 15, 2022

Non-Revenue Parks

The Lands budget for 2023 includes continuous property and infrastructure replacement and maintenance, and various park upgrades including improved signage and enforcement measures.

Campgrounds

Removal of dead and dying Ash and other hazard trees as previously forecasted is imperative and funds will need to be drawn from Campground reserves. All three campgrounds are projected to have surpluses at the end of 2023, which will replenish the reserve fund in part.

Motor Pool

A new 4 x 4 truck will be needed to replace a decrepit truck, as well as general maintenance of the the fleet. Funds will be drawn from the motor pool reserve.

Christine Robinson joined the meeting at 11:28 a.m.

Water Resources (WR)

In 2023, Water Quality staff will be issuing the Watershed Report Card, participating in continued stakeholder partnerships, and continuing to monitor dam removal sites. The WR proposed budget includes the purchase of new stream gauge equipment for two stations, and a hydrometric network capital project. Other capital projects include projects under the Water and Erosion Infrastructure Program (WEIC). Priorities include floodplain mapping improvements, preparation of the *Conservation Authority Act* deliverables, and ongoing maintenance of water and erosion control structure assets.

Tom Hutchinson joined the meeting at 11:45 a.m.

Laura Molson discussed the Budget Summary and explained the breakdown between General levy and non-General levy programs. She discussed the overall increase by municipality. Reserve funds will be used in the 2023 budget for hazard tree removal. Other draws from reserve funds will be for required capital projects.

The Directors discussed the levy increases and requested that staff be available to present as delegations at municipal council meetings if requested.

After further discussion the following motion was carried.

MOTION #G22-76

Moved by Bill Stewart

Seconded by Diana Rae

THAT the SVCA Board of Directors approve the 2023 draft budget in principle; and

FURTHER THAT staff be authorized to forward the draft budget, to the Authority's watershed municipalities for a 30-day review and include the offer of a delegation if requested.

CARRIED

Authority Meeting – September 15, 2022

Adjournment

There being no further business, the meeting adjourned at 12:22 p.m. on motion of Christine Robinson and Dave Myette.

Maureen Couture
Chair

Janice Hagan
Recording Secretary



Grand River Conservation Authority

Summary of the General Membership *General Meeting* – October 28, 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-10-22-84 - Financial Summary
- GM-10-22-83 - Brant Shop Construction Award Recommendation

Information Items

The Board received the following reports as information:

- GM-10-22-81 - Budget 2023 Draft 1
- GM-10-22-80 - Budget 2023 Draft 1 - General Municipal Levy Apportionment
- GM-10-22-77 Cash and Investment Status – September 2022
- GM-10-22-85 - Environmental Contamination - River Road/Birkett Lane, Brantford and 810 Clyde Road, Cambridge
- GM-10-22-78 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-10-22-79 - Dam Safety Maturity Matrices - Evaluation of GRCA's Dam Safety Program

Correspondence

The Board received the following correspondence:

- Canadian Society of Soil Science re: 24th World Congress of Soil Science.

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 [October 28 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'.



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7, 2022

From: Tammy Pringle, Development Clerk

Subject: DC 2022-046, Revised Consent Application B3-22 St. John's Evangelical Lutheran Church

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-046 being a report on Consent Application (Lot Line Adjustment) B3-22 known as Part of Park Lot 1 W/S of Main St and E/S of Foster St Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B3-22 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** only one (1) set of municipal servicing (water, sanitary, storm) be provided via 391 Main Street North. Merged lands will need to be serviced privately through existing 391 Main Street North municipal services and to the satisfaction of the municipality;
- **THAT** driveway access can be provided to the merged parcel to the satisfaction of the of the local municipality;
- **THAT** zoning compliance is achieved on the merged parcel 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

2022-004 Consent Application B3-22 (Severance) (Deferral Recommendation)

BACKGROUND

The subject property is located in the north/west quadrant of the town of Mount Forest. The lands are north of Foster St., south of Sligo Rd. W. and west of Main St. N. with Foster Street as the main address.

The applicant previously applied for a severance on these lands. The Township recommended a deferral until the applicant could provide further details regarding the proposal for the severed lands as staff had concerns regarding the functionality of the site.

The developer has since met with staff to review the plans and have resubmitted as a Lot Line Adjustment instead of a Severance.

Proposed lot line adjustment is 0.17 hectares with 6.1m frontage, vacant land to be added to abutting urban residential parcel – W.T. Land LP; W.T. Land Corp.

Retained parcel is 0.91 hectares with 48m frontage, existing and proposed institutional use with existing church.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 30756-21 prepared by Jeffrey Buisman at Van Harten Surveying Inc., prepared on January 5th, 2022, updated on March 2, 2022, and updated on September 16th, 2022.
- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
 - Matthieu Daoust, 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

Tammy Pringle

Recommended By: Brooke Lambert, Chief Administrative Officer

Brooke Lambert

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	B3/22 (Revised)
Location	Part of Park Lot 1, W/S of Main St. and E/S of Foster St. Plan of the Town of Mount Forest TOWNSHIP OF WELLINGTON NORTH (MT. FOREST)
Applicant/Owner	St. John's Evangelical Lutheran Church

PLANNING OPINION: This revised application for lot line adjustment is to sever an approximate 0.17 ha (0.42 ac) vacant parcel to be added to the abutting parcel (391 Main Street N) for proposed residential development in the Urban Centre of Mount Forest. The retain parcel is 0.91 ha (2.24 ac) in size with an existing church.

Planning Staff have no concerns with this application as it is 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 the purchaser take title to the severed lands in the same manner as they hold their abutting lands;
- b) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent;
- c) That servicing can be accommodated on the merged parcel to the satisfaction of the local municipality;
- d) That driveway access can be provided to the merged parcel to the satisfaction of the of the local municipality; and
- e) That zoning compliance is achieved on the merged parcel to the satisfaction of the local municipality.

A PLACE 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 as INDUSTRIAL and RESIDENTIAL TRANSITION within the Urban Centre of Mount Forest according to Schedule A6-1 of the Official Plan. Section 10.6.3 states that lot line adjustment maybe permitted 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 including “a) that any new lots will be consistent with official plan policies and zoning regulations”. b) “that all lots can be adequately serviced with water, sewage disposal, fire protection...”. d) “that all lots have safe driveway access to an all-season maintained public road...” item l) “that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses”, and item k) “that the size and shape of the proposed lots is suitable, including frontage, area and the proportion of frontage to depth”.

LOCAL ZONING BY-LAW: The subject property is currently zoned Industrial (M1), Medium Density Residential (R2), Institutional (IN) and Main Street Mixed Use (MU2) zone.

The applicant has proposed a 17 unit; 2 storey apartment is proposed on the vacant severed parcel. The vacant severed parcel is to be merged with the adjacent property (391 Main Street N), which has a 33 unit, 5 storey apartment building under construction. A zoning by-law amendment will be required for the proposed multi-unit residential building on the severed portion. The retained parcel has an existing church that will remain on the subject lands.

WELL HEAD PROTECTION AREA: The subject property is partially located within Wellhead Protection Area B with a vulnerability score of 8 and a Wellhead Protection Area C with a vulnerability score of 6.

SITE VISIT INFORMATION: The subject property was visited and photographed on February 8th, 2022 and October 14th, 2022. Notice Cards were posted and the survey sketch appears to meet the application requirements.



Matthieu Daoust, RPP MCIP
Senior Planner
November 10th, 2022



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7, 2022

From: Tammy Pringle, Development Clerk

Subject: **DC 2022-047, A & M INVESTMENTS INC.
SITE PLAN AGREEMENT, 178 MAIN STREET SOUTH, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report DC 2022-047 regarding the Final Approval of the A & M Investments Inc. Site Plan Agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Subject Lands

The property is in the north east quadrant of the town of Mount Forest, on the east side of Main Street South and north of King Street East. The land holding is approximately 0.32 acres and is legally known as PART OF LOT 18, E/S MAIN ST PLAN TOWN OF MOUNT FOREST MOUNT FOREST AS IN RON74690; SAVE & EXCEPT PART 2, 60R-2229; PART OF LOT 18, E/S MAIN ST PLAN TOWN OF MOUNT FOREST MOUNT FOREST DESIGNATED AS PART 1, 61R-11244; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a 3-Storey multi-use building, with commercial use on the main floor, and 16 single bedroom apartment units, which will be "purpose built rental housing", split between the second and third floor. The building will generally cover the width of the site, with a new parking lot to be located at the rear with access from King Street. This project will include demolition of the existing building and site grading.

Existing Policy Framework

The subject lands are designated C-1 Central Commercial Zone in the Township of Wellington North Zoning By-Law 66-01 and Central Business District in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

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

COMMUNICATION PLAN

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

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

- A. Location Map
- B. Draft Site Plan 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:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

SCHEDULE A – Location Map



SCHEDULE B – DRAFT Site Plan Control Agreement
SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 7th day of November, 2022.

BETWEEN:

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

-and-

A & M INVESTMENTS INC.
 (hereinafter collectively called the "Owner")
 OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described as
 PART OF LOT 18, E/S MAIN ST PLAN TOWN OF MOUNT FOREST MOUNT FOREST
 AS IN RON74690; SAVE & EXCEPT PART 2, 60R-2229; PART OF LOT 18, E/S MAIN
 ST PLAN TOWN OF MOUNT FOREST MOUNT FOREST DESIGNATED AS PART 1,
 61R-11244; TOWNSHIP OF WELLINGTON NORTH

PIN: 71061-0278

(hereinafter called the "Lands")

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

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

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

AND WHEREAS the Township approved the plans and drawings submitted by the Owner subject to certain conditions;

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

NOW THEREFORE in consideration of the mutual covenants hereinafter expressed, the Township's approval of the plans and drawings described herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation,

- landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph Section 3 of this Agreement.
 5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "County").
 6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
 7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
 8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
 9. The Owner shall, where required by Township and/or County resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
 10. The Owner hereby releases and indemnifies the Township, the Township's consulting engineer, and, where applicable, the County, its servants, consultants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
 11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, referred to as offsite Works, the Owner shall:
 - a) The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, with the Township and the Township's consulting engineer as additional insurers, and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 11 (e) of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. A Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled, or allowed to lapse

unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- b) If requested by the Township and prior to the commencement of the Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- c) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- d) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
- e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Security") in form satisfactory to the Chief Administrative Officer ("CAO") and in an amount of FIFTY NINE THOUSAND NINE HUNDRED AND SEVENTY THREE DOLLARS (\$59,973.00) as found in Schedule C, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said two (2) years period. No interest shall be payable on any such security deposit.
- f) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- g) The Owner hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Municipality or the Municipality has sufficient security to ensure that such work will be completed.

12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, referred to as onsite Works, the Owner shall:
 - a) Provide the Township with, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works. No interest shall be payable on any such security deposit.
 - b) Complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
 - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catchbasins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.

16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
 - a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
 - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
 - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
 - d) that the provisions of this Agreement shall apply to all such phases.
18. The Owner covenants and agrees to have the Owner's Engineer prepare and submit As Recorded Drawings within six (6) months of completion of the Works to the Township's Development Technologist for review in electronic files (PDF) format. Once approved by Township, the Owner shall submit three (3) bound paper sets of drawings printed on 24" x 36" paper copies and electronic files (PDF and AutoCAD or similar and GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.
19. The Owner covenants and agrees to have the Owner's Engineer prepare and submit to the Township within six (6) months of completion of the Works an individual Service Record Sheet (SRS) on 8.5" x 11" paper for each property. SRS to be submitted to the Township's Development Technologist for review, until approved, at which time the Township requests two (2) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.
20. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
21. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
22. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting

- the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
23. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
24. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
25. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
26. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

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

THIS AGREEMENT is executed by the Township this ____ day of _____, 2022.

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

BROOKE LAMBERT – CAO

I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this ____ day of _____, 2022.

DAN PROSPERO
Per:

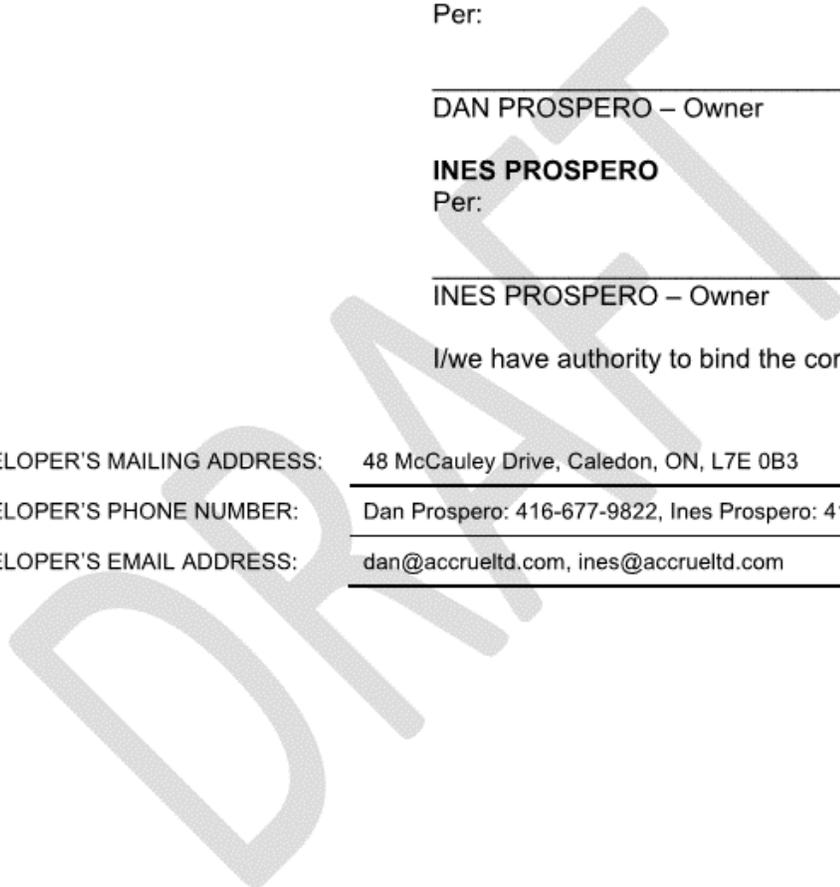
DAN PROSPERO – Owner

INES PROSPERO
Per:

INES PROSPERO – Owner

I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS:	48 McCauley Drive, Caledon, ON, L7E 0B3
DEVELOPER'S PHONE NUMBER:	Dan Prospero: 416-677-9822, Ines Prospero: 416-717-8063
DEVELOPER'S EMAIL ADDRESS:	dan@accrueltd.com, ines@accrueltd.com



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

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	SEAL DATE	PREPARED BY
A0.0	Proposed Site Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A0.1	Existing Site Survey	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A1.0	Proposed Site Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A2.0	Proposed Basement Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A2.1	Proposed Ground Floor Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A2.2	Proposed Second Floor Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A2.3	Proposed Third Floor Plan	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A2.4	Proposed Unit Layouts	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A3.1	Proposed Front West Elevation	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A3.2	Proposed Side South Elevation	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A3.3	Proposed Rear East Elevation	6	Oct. 3, 2022	---	Duncan Patterson Architecture
A3.4	Proposed Side North Elevation	6	Oct. 3, 2022	---	Duncan Patterson Architecture
	Servicing & Stormwater Management Report		Jan. 15, 2021 Revised Sep. 15, 2022		Van Harten Surveying Inc.
Drawing 1	Grading & Servicing	5	Oct. 5, 2022	Oct. 11, 2022	Van Harten Surveying Inc.
Drawing 2	Details & Notes	5	Oct. 5, 2022	Oct. 11, 2022	Van Harten Surveying Inc.
EL100	Site Plan	D	Sept. 26, 2022	Sept. 26, 2022	Janick Electric Ltd
	Mount Forest Site Lighting		Mar. 17, 2022		Janick Electric Ltd
	Geotechnical Investigation		May 28, 2021		CMT Engineering Inc.

SCHEDULE "B"**Site Specific Requirements**

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

1. The Owner agrees that the building or buildings to be constructed will meet the definition of Purpose Built Rental Housing as per Township of Wellington North By-Law No. 027-22.
 - a. "Purpose-Built Rental Housing" means a residential use building or structure that consists of four (4) or more dwelling units that will remain as rental housing for a period of at least 20 years from the date of issuance of a building permit.
- The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner of Lots or Blocks within the development, cost and expense, including the buried stormwater management works including Stormceptor EF4, all fencing (ie. perimeter board fence and garbage enclosure), and landscaping. The Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement. The requirement includes, but is not limited to, the annual inspection and cleaning of the oil grit separator structure.
2. Prior to the commencement of construction for servicing works within the Municipal Right-Of-Way and as part of the Building Permit application, the Owner shall provide to the Township a detailed engineering design, containing fire protection details, calculations and water service size, submission for the apartment building's water supply and fire suppression system signed and sealed by a P.Eng. licensed to practice in Ontario, to the satisfaction of the Township's Building Department. Fire protection is to be designed according to the building design and type of material used for construction.
3. Prior to commencement of construction, as part of the Building Permit application, the Owner shall provide to the Township:
 - a. Developer's Geotechnical Consultant is to provide their recommendations for elevations of the footings and finished floor and to reference the Geotechnical Report listed in Schedule A.
 - b. A detailed engineering design submission for the apartment building's water supply and fire suppression system signed and sealed by a professional engineer, to the satisfaction of the Township's Building Department.
4. Prior to issuance of Building Occupancy, the Owner is to submit to the Township ECA Permit.
5. The Applicant will notify the Wellington Source Water Protection, Risk Management Official, once tenants are known and; if required, a Drinking Water Threats Disclosure Report (TDR) will be completed.
6. The Owner shall provide a liquid fuel handling and storage and spill response procedure, to the satisfaction of the Wellington Source Water Protection, Risk Management Official prior to the start of construction.

SCHEDULE "C"**Estimated Cost of the Offsite Works**

Cost estimate is dated October 4, 2022, prepared by Van Harten Surveying Inc.

Developer's Site Service Estimate

This is an estimate only.
Applicant / Owner is responsible
for actual cost which may be
more or less than this estimate.

Location:	178 Main Street South, Mount Forest					
Preparer:	Justin McDonald, Van Harten Surveying Inc.					
Date:	Tuesday, October 4, 2022					
Project #:	28789-20					
	Off-Site Works Estimate					
Item No.	Spec. No.	Item Description	Estimated Quantity	Unit	Rate	Subtotal
SECTION 'A' - SITE WORKS AND REMOVALS						
1.0	OPSS 706	Traffic and pedestrian control	1.00	l.s.	\$ 5,000.00	\$ 5,000.00
2.0		Bonding	1.00	l.s.	\$ 1,000.00	\$ 1,000.00
3.0	OPSS 180 OPSS 510	Removals including disposal off-site: Asphalt pavement of all types to max. 200mm including saw cutting.	90.00	m ²	\$ 15.00	\$ 1,350.00
4.0	OPSS 180 OPSS 510	Removals including disposal off-site: Concrete curb and gutter (all types)	3.00	m	\$ 20.00	\$ 60.00
5.0	OPSS 180 OPSS 510	Removals including disposal off-site: Concrete sidewalk, ramps and driveways	6.30	m ²	\$15.00	\$ 94.50
TOTAL SECTION 'A'						\$ 7,410.00
SECTION 'B' - WATER SERVICE						
		Supply and install 50mm PVC water service as per drawing and specifications including all connections and curb stop, tap by qualified contractor.	14.00	m	\$ 125.00	\$ 1,750.00
1.0		Supply and install 50 mm curb stop at property line as per specifications including all connections, tap by qualified contractor.	1.00	each	\$ 300.00	\$ 300.00
2.0		Supply and install 50 mm tapping tee and valve at main as per specifications including all connections, tap by qualified contractor.	1.00	each	\$ 300.00	\$ 300.00
3.0		Plug existing 25 mm water service at main, including cutting and removing curb stop box and rod at property line and abandoning remaining non-live water service in right-of-way.	1.00	each	\$ 1,000.00	\$ 1,000.00
4.0		TOTAL SECTION 'B'				\$ 3,350.00
SECTION 'D' - STORM SEWERS						
		Supply and install 250mm PVC storm service as per instruction and drawings including connection to existing main by coring and boot.	14.30	m	\$ 250.00	\$ 3,575.00
1.0		Supply and install 200mm PVC storm service as per instruction and drawings including connection to existing main by coring and boot.	4.60	each	\$ 225.00	\$ 1,035.00
2.0		TOTAL SECTION 'D'				\$ 4,610.00

SITE PLAN AGREEMENT
A & M Investments Inc.

11

Developer's Site Service Estimate

This is an estimate only.
Applicant / Owner is responsible
for actual cost which may be
more or less than this estimate.

Location:	178 Main Street South, Mount Forest					
Preparer:	Justin McDonald, Van Harten Surveying Inc.					
Date:	Tuesday, October 4, 2022					
Project #:	28789-20					
	Off-Site Works Estimate					
Item No.	Spec. No.	Item Description	Estimated Quantity	Unit	Rate	Subtotal
SECTION 'E' - ROAD WORKS						
	OPSS904 OPSS1350	Concrete curb and gutter	3.00	metre	\$ 90.00	\$ 270.00
1.0		Granular 'A', 175mm	36.60	tonne	\$ 20.00	\$ 732.00
2.0		Granular 'B', 400mm	11.60	tonne	\$ 20.00	\$ 232.00
3.0		Asphalt road restoration, (40mm HL-3, 100mm HL-4)	34.00	m ²	\$ 70.00	\$ 2,380.00
4.0		Asphalt road restoration, 90mm (40mm HL-3, 50mm HL-4)	45.30	m ²	\$ 55.00	\$ 2,491.50
5.0	OPSS904 OPSS1350	Concrete sidewalk	10.00	m ²	\$ 95.00	\$ 950.00
6.0		Line painting restoration	1.00	ls	\$ 1,000.00	\$ 1,000.00
7.0		TOTAL SECTION 'E'				\$ 8,055.50
SECTION 'F' - GENERAL AND PROVISIONAL						
		Supply and place imported Granular 'B', as directed	50.00	tonne	\$ 20.00	\$ 1,000.00
1.0		Milling (up to 50mm), for 0.5m lap joints (as directed)	12.90	m ²	\$ 25.00	\$ 322.50
2.0	OPSS 510/314, SP32/33	Commercial entrance (300mm Granular 'A', 50mm HL-8, 40mm HL-3F) including excavation and compaction	30.00	m ²	\$ 85.00	\$ 2,550.00
3.0		Supply and install non shrink fill, 10MPa concrete (utilities)	26.80	m ³	\$ 250.00	\$ 6,700.00
4.0		CCTV camera footage & review (to be completed by Township Operations Department). All sanitary and storm services (new or reused) are to be CCTV inspected and reviewed by project engineer and Township.	3.00	each	\$ 500.00	\$ 1,500.00
5.0		TOTAL SECTION 'F'				\$ 12,072.50
SECTION 'G' - ALLOWANCES						
	Reg. 153/04	Soil Sampling - characterization of type	1.00	allow	\$ 3,000.00	\$ 3,000.00
1.0		Hydrovac to expose existing utilities and disposal (As Directed)	1.00	allow	\$ 1,500.00	\$ 1,500.00
2.0	SSP4	Equipment Time &Material, Subcontractor Allowance	1.00	allow	\$ 5,000.00	\$ 5,000.00
3.0		TOTAL SECTION 'G'				\$ 9,500.00
SUBTOTAL ALL SECTIONS						
		Contingency			10%	\$ 4,509.25
		Engineering Services: Inspection & Admin.			10%	\$ 4,509.25
		HST			13%	\$ 5,862.03
		TOTAL ALL SECTIONS				\$ 59,973.03



Staff Report

To: Mayor and Members of Council, Meeting of November 7, 2022
From: Darren Jones, Chief Building Official
Subject: CBO 2022-12 Agreement for Parking between Wellington County, The Pentecostal Assemblies and the Township of Wellington North

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CBO 2022-12 being a report on an Agreement for Parking between Wellington County, The Pentecostal Assemblies and the Township of Wellington North

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into a Parking Agreement with the Corporation of the County of Wellington and the Pentecostal Assemblies

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Verbal update from Michael Givens, CAO and Steve McCabe, Councillor Ward 4 at Closed Meeting of Council May 24 2022

BACKGROUND

The Arthur Family Practice reached out to the Township with concerns related to parking at the Arthur Dual Purpose Facility at 110 Charles St which houses the Arthur Medial Clinic and the Arthur Library.

Wellington County is the owner of the facility, and the Township is their tenant which in turn sub-leases to the Arthur Family Practice.

The Arthur Family Practice has increased their staff and have indicated that they plan to further increase staff. The purpose of this agreement would be for Library and Medical Clinic Staff only to park across the street at the current gravel lot at the Pentecostal Church at 121 Charles St. This would in turn free up parking space for patrons of both the library and medical clinic, some of which have mobility issues that make it unsafe to park along Charles St or further distances away.

FINANCIAL CONSIDERATIONS

There is some minor stabilization of the site required by the township which may include adding some gravel and some site grading. Township staff have estimated the cost of this work at \$2,500.

ATTACHMENTS

The Draft Agreement for Parking is included in the by-laws section of this agenda.

STRATEGIC PLAN 2019 – 2022

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

Yes

 No

 N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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



Staff Report

To: Mayor and Members of Council, Meeting of November 7, 2022
From: Darren Jones, Chief Building Official
Subject: CBO 2022-13 City of Guelph By-law Enforcement Services – 6 Month Extension

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-13 being a report on the City of Guelph By-law Enforcement Services – 6 Month Extension;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into amending agreement to extend By-law 122-21 with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2017-08 By-law Enforcement Contract Position
2. CBO 2021-13 Closed Session - City of Guelph By-law Enforcement Services – PILOT
3. CBO 2021-15 – City of Guelph By-law Enforcement Services - PILOT

BACKGROUND

The current pilot agreement term runs from January 1, 2022 to December 31, 2022 allowing all parties to assess the success of the collaboration, making changes if needed.

The Township and the City of Guelph have been working on a longer term proposal but staff shortages for both corporations have slowed down this process. I also feel that having a full calendar year of data to report on will help Council make a better informed decision.

FINANCIAL CONSIDERATIONS

The draft 2023 budget will account appropriate by-law enforcement services.

ATTACHMENTS

1. Service Agreement: with By-law in this agenda.

STRATEGIC PLAN 2019 – 2022

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

- Yes No N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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



Staff Report

To: Mayor and Members of Council Meeting of November 7th, 2022

From: Dale Small,
Economic Development Officer

Subject: EDO 2022-028 Community Improvement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Report EDO 2022 – 028 on the Community Improvement Program,

AND FURTHER THAT Council approves \$ 6,367.25 in Community Improvement Grants to Arthur Ace Hardware, 480 Smith Street, as follows:

- \$ 2,500 Building Improvement Grant
- \$ 2,500 Façade Improvement Grant
- \$ 1,367.25 Blade Sign Grant

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. The application contained in this report is number 150 since the program was launched in 2012 and the twelfth application received this year.

The total dollar value of improvements made in our community, in partnership with these applicants, is conservatively estimated at \$3.2 million. Of this amount 86% has been covered by the applicants with the remaining 14% covered by grants or loans under the Community Improvement Program or the Downtown Revitalization Program.

The applicant in this report is, **Arthur Ace Hardware** who are targeting to open a new 5,500 sq. ft store on December 1st, in the plaza at 480 Smith Street. Construction is currently underway to turn three vacant units, (Units 2, 3 and 4) into one large unit. In addition to the interior renovations a number of improvements are being made to the exterior including new signage. Under our Community Improvement Program, the applicant is eligible for funding from three grant programs as follows:

Our **Building Improvement Grant Program** is to assist with improvements to existing vacant and/or under-utilized buildings. Eligible expenses can include structural repairs to walls, ceilings, floors, and foundations, repair/ replacement/installation of plumbing, electrical, HVAC, and fire protection systems, interior restoration and design, and improvements to accessibility. Under the program the Township will cover 50% of eligible costs up to a maximum grant of \$2,500.

Our **Façade Improvement Grant Program** is to assist with improvements to the exterior of the building. Eligible expenses for this program include repainting or cleaning of the façade, replacement or repair of windows and doors, signage, awnings or almost any exterior improvements that enhance the look of the building. Under the program the Township will cover 50% of eligible costs up to a maximum grant of \$2,500

Under the **Blade Sign Grant Program**, the Township will cover 75% of eligible costs related to the installation of Blade signage up to a maximum grant of \$1,500. Based on the estimate provided by Raynbow signs the applicant is eligible for a grant of \$1,367.25.



In addition to the grant funding from the Township we have also had preliminary discussions with the County and believe that the applicant may also be eligible for \$2,500 in funding under the Wellington County Invest MORE Community Improvement Program. An application has been completed and will be submitted to the County once council approve the WN funding.

FINANCIAL CONSIDERATIONS

\$35,000 in funding has been included in the 2022 Economic Development Operating budget to support Community Improvement Program applications.

Should council approve this application, \$26,411 will have been approved to be advanced in 2022.

ATTACHMENTS

No attachments

STRATEGIC PLAN 2019 – 2022

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

- Yes
- No
- N/A

Which priority does this report support?

- Modernization and Efficiency
- Partnerships
- Municipal Infrastructure
- Alignment and Integration

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



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7th, 2022

From: Dale Small,
Economic Development Officer

Subject: EDO 2022-029 Hawks Nest Competition

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Report EDO 2022-029 being a report on the Hawks Nest competition.

AND FURTHER THAT Council supports a \$2,000 “partner level” of sponsorship in support of this program.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

The first-ever Hawks' Nest competition a 'Dragon's Den' inspired event was held in 2015, and the second in 2018, presented by Saugeen Economic Development Corporation (SEDC) and Bruce Community Futures Development Corporation (Bruce CFDC). The Hawks' Nest covers the areas of Grey, Bruce, Wellington North, Minto, and the City of Owen Sound.

The intention of the Hawks' Nest is to create local economic development through supporting new and existing businesses and entrepreneurs with training, coaching, mentorship, and financial assistance. Interested businesses and entrepreneurs participate in one of five full days business plan training sessions and create and submit their business plan. Personal interviews are held to present their business plan, discuss details, and gather valuable feedback from the General Managers from SEDC and Bruce CFDC.

The third event is scheduled for May 17th in Owen Sound. At the event, seven finalists will pitch their business ideas to the Hawks; six high-profile business leaders in the local area who have committed to invest a minimum of \$5,000 in one or more of the finalists that evening. Not only is there a minimum of \$30,000 up for grabs; the finalists will come away with valuable feedback, coaching, mentorship, and immeasurable exposure to kick start their business idea.

The Hawks' Nest project is partially funded by the two partners, SEDC and Bruce CFDC, but the balance of the costs must be raised within the community. Wellington North, along with all municipalities within the catchment area, are being asked to become a partner-level sponsor with Hawks Nest.

In previous years Wellington North has always supported our Saugeen Economic Development Corporation partners and provided sponsorship for the Hawks Nest competition. Our recommendation to council is that we continue supporting this competition with a \$2,000 Partner Level contribution. Tickets will also be purchased for the event when they go on sale in the spring.

Further details on the levels of sponsorship available are included in the attachments.

FINANCIAL CONSIDERATIONS

Financial contribution will be covered out of the Economic Development Office, Business Retention & Expansion Program budget.

ATTACHMENTS

Attachment A Hawks Nest Competition

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, Chief Administrative Officer	<i>Brooke Lambert</i>



A DRAGONS' DEN INSPIRED EVENT

Bruce Community Futures & the Saugeen EDC invite to join the Hawks' Nest!

Hawks' Nest

creates local economic development to support **new and existing small businesses and entrepreneurs** with *training, coaching, mentorship and financial assistance.*

A biennial event

Hawks' Nest

2016 & 2018 saw over 90 individuals participate in **FREE business plan training** workshops.

More than 50 applicants submitted proposals to

Hawks' Nest

for the **opportunity to pitch their ideas** to the Hawks.

Hawks' Nest

raised over **\$104,000 in investments** for entrepreneurs in **grants, loans and partnership** opportunities.

Hawks' Nest

investments leveraged **over \$3.2M** and helped create & maintain **160 jobs** all within

your **Hawks' Nest** area

Bruce, Grey, Owen Sound, Minto and North Wellington

Hawks' Nest event is **May 17th at the Roxy** Theatre, Owen Sound
Sponsors contact hawksnest@sbdc.ca. For details and rules for Hawks' Nest see
sbdc.ca or bruce.on.ca

CORPORATE SPONSOR (7 spots available)**\$2,500**

Receive maximum exposure with 6 other esteemed Corporate Sponsors. Showcase your business as an integral part of this event to support the Hawks' Nest area communities as a major supporter. Business benefits include:

- 3 complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Corporate logo on the SEDC, Bruce CFDC websites and social media sites with hyperlink
- Customized 30 second video presentation of business played during event (included in broadcast & DVD)
- Recognition by MC during event (within script)
- Full page, print ready (you supply) advertisement in the event program
- Promoted during radio and newspaper advertising and media releases
- Acknowledgement by logo on event posters, program, welcome banner and People's Choice ballot
- Featured on event TV broadcast & event DVD
- Mounted certificate to display to customers

PARTNER LEVEL (for municipalities & counties)**\$2,000**

Show your community's support of entrepreneurship and enterprise by partnering on the program. Benefit through:

- 2 Complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Community logo on the SEDC, Bruce CFDC Hawks' Nest website
- Press release acknowledging partnership
- Logo on welcome banner prominently displayed at event
- Recognized by MC during the event—featured on event TV broadcast & DVD
- Logo featured in rotation with other sponsors during breaks at the event
- Recognition in the event program on the partner logo page
- Quarter (1/4) page, print ready (you supply) advertisement in the event program

PLATINUM SPONSOR**\$1,000**

This prestigious sponsorship package will put your business in the spotlight. As well, you will receive:

- 2 Complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Logo in event program (logo page) and on welcome banner prominently displayed at event
- Half (1/2) page, print ready (you supply) advertisement in the event program
- Logo featured in rotation with other sponsors during breaks at the event
- Featured on the evening TV broadcast and the event DVD

GOLD SPONSOR**\$500**

Receive excellent exposure for your business with this new mid-range sponsorship. As a gold sponsor you receive:

- 1 Complimentary ticket to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Quarter (1/4) page, print ready (you supply) advertisement in the event program
- Logo featured in rotation with other sponsors during breaks at the event
- Featured on the event TV broadcast and the event DVD

SILVER SPONSOR**\$250**

Been seen throughout the evening by attendees at the event—May 17th, 2023 at the Roxy Theatre in Owen Sound by:

- Company name featured in rotation with other sponsors during event intermission
- Eighth (1/8) page, print ready logo (you supply) advertisement in the event program

BRONZE SPONSOR**\$150**

Show support to entrepreneurs and enterprises at the event May 17th, 2023 at the Roxy Theatre in Owen Sound with:

- Company name featured in rotation with other sponsors during event intermission
- Business name included in event program thank you listing



PARTNERSHIP BENEFITS

- ✓ 2 COMPLIMENTARY TICKETS TO THE EVENT - MAY 17TH
- ✓ COMPANY LOGO ON THE SEDC, BRUCE CFDC HAWKS' NEST WEBSITE
- ✓ PRESS RELEASES ACKNOWLEDGING THE PARTNERS
- ✓ LOGO ON WELCOME BANNER PROMINENTLY DISPLAYED AT THE EVENT
- ✓ RECOGNIZED BY THE MC DURING THE EVENT
- ✓ LOGO FEATURED IN ROTATION WITH OTHER PARTNERS DURING
- ✓ BREAKS RECOGNITION AS A PARTNER IN THE EVENT PROGRAM
 - PARTNER LOGO PAGE
 - 1/4 PAGE AD
- ✓ FEATURED ON EVENT TV BROADCAST & DVD

Hawks' Nest 2023 isn't possible without our esteemed partners and sponsors. If you have questions and or concerns please contact one of the members of the Hawks' Nest Team.

Hawks' Nest Project Coordinator

Email: hawksnest@sfdc.ca

Office: 519-799-5750 x30**b**

Rose Austin
SEDC General Manager

Email: rose@sfdc.ca

Office: 519-799-5750

Barb Fisher
Bruce CFDC General Manager

Email: bfisher@bmts.com

Office: 519-386-9933

Please submit payment by **March 1st, 2023**
Saugeen Economic Development Corporation
515 Mill Street, P.O. Box 177, Neustadt, ON N0G 2M0

11/01/22

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78571		9/22/22	\$238.20
78572		9/22/22	\$284.14
78573	Brenwood Signs	9/22/22	\$9,882.24
78574	Broadline Equipment Rental Ltd	9/22/22	\$149.23
78575		9/22/22	\$44.00
78576	C & G CONCRETE	9/22/22	\$91,139.90
78577		9/22/22	\$72.00
78578		9/22/22	\$101.69
78579		9/22/22	\$200.00
78580		9/22/22	\$621.44
78581	J.T. Excavating Ltd.	9/22/22	\$16,950.00
78582	Jim's Auto Service	9/22/22	\$106.22
78583	Kronos Canadian Systems Inc.	9/22/22	\$1,900.01
78584		9/22/22	\$1,900.00
78585		9/22/22	\$1,900.00
78586		9/22/22	\$433.19
78587		9/22/22	\$667.58
78588		9/22/22	\$283.93
78589		9/22/22	\$135.60
78590	MOLOK NORTH AMERICA LTD	9/22/22	\$639.86
78591		9/22/22	\$25.91
78592	Royal Bank Visa	9/22/22	\$177.14
78593		9/22/22	\$400.00
78594	Sterling Backcheck Canada Corp	9/22/22	\$52.26
78595	Stinson Equipment Ltd.	9/22/22	\$3,333.86
78596	TD Wealth	9/22/22	\$807.20
78597	Telizon Inc.	9/22/22	\$741.28
78598	Township of Centre Wellington	9/22/22	\$421.78
78599	Wachs Canada Ltd.	9/22/22	\$119,379.54
78600	Weber's Farm Supply	9/22/22	\$63.28
78601	Wellington Drone	9/22/22	\$500.00
78602	Wightman Telecom Ltd.	9/22/22	\$837.75
78603		9/22/22	\$400.00
EFT0004070	Acapulco Pools Limited	9/22/22	\$567.26
EFT0004071	A J Stone Company Ltd.	9/22/22	\$9,950.78
EFT0004072	ALS Canada Ltd.	9/22/22	\$226.00
EFT0004073	Armtec Limited	9/22/22	\$12,890.45
EFT0004074	Arthur Home Hardware Building	9/22/22	\$15.80
EFT0004075	Artic Clear 1993 Inc.	9/22/22	\$44.00
EFT0004076	BackSpace Computer	9/22/22	\$3,955.00
EFT0004077	B M Ross and Associates	9/22/22	\$25,138.09

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0004078	Canada's Finest Coffee	9/22/22	\$164.80
EFT0004079	CARQUEST Arthur Inc.	9/22/22	\$416.67
EFT0004080	Carson Supply	9/22/22	\$6,029.73
EFT0004081	Clark Bros Contracting	9/22/22	\$15,170.25
EFT0004082	CMT Engineering Inc.	9/22/22	\$3,214.85
EFT0004083	Coffey Plumbing, Div. of KTS P	9/22/22	\$254.25
EFT0004084	Corporate Express Canada Inc.	9/22/22	\$1,640.85
EFT0004085	Cox Construction Limited Guelp	9/22/22	\$1,031,901.86
EFT0004086	County of Wellington	9/22/22	\$2,667.12
EFT0004087	Canadian Union of Public Emplo	9/22/22	\$1,724.90
EFT0004088	Drexler Construction Limited	9/22/22	\$174,806.52
EFT0004089	Grand River Conservation Auth	9/22/22	\$18,424.66
EFT0004090	H Bye Construction Limited	9/22/22	\$97,186.68
EFT0004091	Ideal Supply Inc.	9/22/22	\$126.64
EFT0004092	Innovative Access Technologies	9/22/22	\$1,207.74
EFT0004093	International Trade Specialist	9/22/22	\$1,596.86
EFT0004094	KORE Mechanical Inc.	9/22/22	\$1,463.60
EFT0004095	M & L Supply, Fire & Safety	9/22/22	\$654.29
EFT0004096	Marcc Apparel Company	9/22/22	\$147.09
EFT0004097	Ont Mun Employee Retirement	9/22/22	\$42,875.92
EFT0004098	Ontario One Call	9/22/22	\$138.28
EFT0004099	PACKET WORKS	9/22/22	\$169.50
EFT0004100	Pryde Truck Service Ltd.	9/22/22	\$42.33
EFT0004101	Risolv IT Solutions Ltd	9/22/22	\$1,935.92
EFT0004102	R. J. Burnside & Assoc. Ltd.	9/22/22	\$6,153.61
EFT0004103	Sanigear	9/22/22	\$1,023.10
EFT0004104	SGS Canada Inc.	9/22/22	\$2,325.54
EFT0004105	Shred All Ltd.	9/22/22	\$90.40
EFT0004106	Suncor Energy Inc.	9/22/22	\$13,797.65
EFT0004107	Terryberry	9/22/22	\$333.98
EFT0004108	Tri-Mech Inc.	9/22/22	\$678.37
EFT0004109	Wellington Advertiser	9/22/22	\$1,377.83
EFT0004110	Wellington North Power	9/22/22	\$73,240.54
EFT0004111	Wellington North Machine/10000	9/22/22	\$560.90
EFT0004112	Young's Home Hardware Bldg Cen	9/22/22	\$21.22
78604	Wellington Catholic Dist Sch B	9/26/22	\$137,276.15
EFT0004113	Conseil scolaire catholique Mo	9/26/22	\$3,595.65
EFT0004114	County of Wellington	9/26/22	\$2,743,925.40
EFT0004115	Conseil Scolaire Viamonde	9/26/22	\$4,050.40
EFT0004116	Upper Grand Dist School Board	9/26/22	\$782,888.38
78605	Canada Post Corporation	9/29/22	\$11,660.74
78606		9/29/22	\$3,825.00
78607	Abell Pest Control Inc	9/29/22	\$249.96
78608		9/29/22	\$415.00
78609	Canadian Tire #066	9/29/22	\$124.28
78610	Coldwell Banker WIN Realty	9/29/22	\$621.50

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78611	Cotton's Auto Care Centre	9/29/22	\$548.05
78612		9/29/22	\$120.00
78613	Eastlink	9/29/22	\$946.05
78614		9/29/22	\$355.70
78615	Evans Utility & Mun Products	9/29/22	\$970.05
78616	Farmers Plus Arthur	9/29/22	\$409.06
78617	Go Glass & Accessories	9/29/22	\$67.80
78618	Hidden Acre Farms	9/29/22	\$95.00
78619	Human Response Monitoring Cent	9/29/22	\$271.20
78620	Hydro One Networks Inc.	9/29/22	\$2,781.70
78621	Kenilworth Feed Service Ltd.	9/29/22	\$1,170.08
78622		9/29/22	\$1,900.00
78623	Manulife Financial	9/29/22	\$29,986.60
78624		9/29/22	\$165.00
78625	Mount Forest Foodland	9/29/22	\$90.32
78626		9/29/22	\$52.50
78627	R.M. Advisory Services	9/29/22	\$2,187.68
78628		9/29/22	\$55.00
78629	Royal Bank Visa	9/29/22	\$1,148.13
78630	Trevor Roberts Auto Repair	9/29/22	\$308.13
78631	Twp of Wellington North	9/29/22	\$140.12
78632	Uline	9/29/22	\$2,802.40
78633	Enbridge Gas Inc.	9/29/22	\$387.34
78634	Wellington Catholic Dist Sch B	9/29/22	\$4,333.00
78635	Wightman Telecom Ltd.	9/29/22	\$135.39
EFT0004117	Arthur Home Hardware Building	9/29/22	\$759.97
EFT0004118	B M Ross and Associates	9/29/22	\$15,927.92
EFT0004119	Brandt Security	9/29/22	\$1,691.35
EFT0004120	CARQUEST Arthur Inc.	9/29/22	\$167.95
EFT0004121	Carson Supply	9/29/22	\$2,212.88
EFT0004122	Cedar Signs	9/29/22	\$1,240.98
EFT0004123	Cook's Garage	9/29/22	\$750.68
EFT0004124	Corporate Express Canada Inc.	9/29/22	\$475.95
EFT0004125	County of Wellington	9/29/22	\$56,079.66
EFT0004126		9/29/22	\$125.00
EFT0004127	FOSTER SERVICES/822498 ONT INC	9/29/22	\$1,762.80
EFT0004128		9/29/22	\$13.30
EFT0004129		9/29/22	\$500.00
EFT0004130	Helm MSP Inc.	9/29/22	\$428.87
EFT0004131	Industrial Alliance Insurance	9/29/22	\$146.37
EFT0004132	International Trade Specialist	9/29/22	\$367.20
EFT0004133	Karl Aitken Carpentry & Genera	9/29/22	\$4,300.00
EFT0004134	Maple Lane Farm Service Inc.	9/29/22	\$68.23
EFT0004135	North Wellington Liftruck Ltd.	9/29/22	\$583.49
EFT0004136	Midwest Co-operative Services	9/29/22	\$36.11
EFT0004137	Ontario Association of Fire Ch	9/29/22	\$2,005.75

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0004138	Purolator Inc.	9/29/22	\$12.01
EFT0004139	RESQTECH Systems Inc	9/29/22	\$317.53
EFT0004140	R. J. Burnside & Assoc. Ltd.	9/29/22	\$14,155.84
EFT0004141	ROBERTS FARM EQUIPMENT	9/29/22	\$500.55
EFT0004142	SAAM CUSTOM MACHINE	9/29/22	\$84.75
EFT0004143	Sanigear	9/29/22	\$2,471.99
EFT0004144	SGS Canada Inc.	9/29/22	\$36.16
EFT0004145	Triton Engineering Services	9/29/22	\$35,922.77
EFT0004146	Upper Grand Dist School Board	9/29/22	\$15,554.00
EFT0004147	Wellington Advertiser	9/29/22	\$688.92
EFT0004148	Yake Electric Ltd	9/29/22	\$2,680.13
EFT0004149	Young's Home Hardware Bldg Cen	9/29/22	\$263.44
78636	Arthur and District Chamber of	10/06/22	\$200.00
78637	Broadline Equipment Rental Ltd	10/06/22	\$2,935.63
78638	Chalmers Fuels Inc	10/06/22	\$4,420.57
78639	Woitzik Polsinelli LLP, In Tru	10/06/22	\$753.34
78640	Eastlink	10/06/22	\$974.43
78641		10/06/22	\$5,000.00
78642	JD Mobile Repair Service	10/06/22	\$337.98
78643	Mount Forest Foodland	10/06/22	\$54.27
78644		10/06/22	\$200.00
78645	Royal Bank Visa	10/06/22	\$285.12
78646	Royal Chevrolet Cadillac	10/06/22	\$182.60
78647	TD Wealth	10/06/22	\$807.20
78648	Troll Bridge Creek Inc.	10/06/22	\$72.00
78649	Enbridge Gas Inc.	10/06/22	\$1,303.48
78650	UnitedCloud Inc.	10/06/22	\$226.00
78651	Workplace Safety & Ins Board	10/06/22	\$8,664.52
EFT0004150	Agrisan SC Pharma	10/06/22	\$10,680.07
EFT0004151	A J Stone Company Ltd.	10/06/22	\$4,292.87
EFT0004152	ALS Canada Ltd.	10/06/22	\$1,017.00
EFT0004153	Arthur Home Hardware Building	10/06/22	\$57.11
EFT0004154	B M Ross and Associates	10/06/22	\$4,374.80
EFT0004155	Brandt Cambridge	10/06/22	\$934.01
EFT0004156	Canada's Finest Coffee	10/06/22	\$16.80
EFT0004157	Carson Supply	10/06/22	\$427.14
EFT0004158	Cimco Refrigeration	10/06/22	\$226.00
EFT0004159	County of Wellington	10/06/22	\$21,244.00
EFT0004160	Steve Cudney	10/06/22	\$150.00
EFT0004161	Canadian Union of Public Emplo	10/06/22	\$1,756.74
EFT0004162	Darroch Plumbing Ltd.	10/06/22	\$90.40
EFT0004163	Digital Postage On Call	10/06/22	\$5,650.00
EFT0004164	FOSTER SERVICES/822498 ONT INC	10/06/22	\$678.00
EFT0004165	FOXTON FUELS LIMITED	10/06/22	\$471.25
EFT0004166		10/06/22	\$82.90
EFT0004167	Ideal Supply Inc.	10/06/22	\$52.28

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0004168	M & L Supply, Fire & Safety	10/06/22	\$75.95
EFT0004169	Maple Lane Farm Service Inc.	10/06/22	\$740.06
EFT0004170	Midwest Co-operative Services	10/06/22	\$4.02
EFT0004171	Ont Mun Employee Retirement	10/06/22	\$46,572.66
EFT0004172	PETRO-CANADA	10/06/22	\$2,538.29
EFT0004173	R&R Pet Paradise	10/06/22	\$7,130.16
EFT0004174	Risolv IT Solutions Ltd	10/06/22	\$11,019.75
EFT0004175	RLB LLP	10/06/22	\$12,204.00
EFT0004176	ROBERTS FARM EQUIPMENT	10/06/22	\$610.20
EFT0004177	Rural Routes Pest Control Inc.	10/06/22	\$90.68
EFT0004178	Saugeen Community Radio Inc.	10/06/22	\$1,296.11
EFT0004179	STRONGCO LIMITED PARTNERSHIP	10/06/22	\$814.63
EFT0004180	Superior Tire Sales & Service	10/06/22	\$171.97
EFT0004181	T&M BBQ Catering Ltd	10/06/22	\$1,500.94
EFT0004182	Teviotdale Truck Service & Rep	10/06/22	\$1,826.65
EFT0004183		10/06/22	\$96.79
EFT0004184	Wellington Advertiser	10/06/22	\$665.23
EFT0004185	Young's Home Hardware Bldg Cen	10/06/22	\$30.83
78652	A & M Investments Inc	10/13/22	\$1,380.08
78653	Abell Pest Control Inc	10/13/22	\$138.32
78654	Arbro Excavating 2001 Ltd.	10/13/22	\$19,266.63
78655	Arthur Foodland	10/13/22	\$17.45
78656	Arthur Greenhouses	10/13/22	\$1,500.00
78657		10/13/22	\$339.00
78658	Bluewater Fire & Security	10/13/22	\$248.60
78659	Broadline Equipment Rental Ltd	10/13/22	\$2,373.00
78660	C & S AUTO ACCESSORIES	10/13/22	\$1,474.65
78661	Canadian Tire #066	10/13/22	\$127.10
78662	Eramosa Engineering Inc.	10/13/22	\$8,004.43
78663	Everything Asphalt	10/13/22	\$17,209.13
78664	Fasken Martineau DuMoulin LLP	10/13/22	\$474.60
78665	Hydro One Networks Inc.	10/13/22	\$1,055.12
78666	I'm So Bad	10/13/22	\$282.50
78667	Jim's Auto Service	10/13/22	\$278.54
78668		10/13/22	\$100.00
78669	MOLOK NORTH AMERICA LTD	10/13/22	\$441.55
78670	The Murray Group Limited	10/13/22	\$6,173.90
78671	ONTARIO FARMER	10/13/22	\$84.00
78672	PepsiCo Beverages Canada	10/13/22	\$472.72
78673	QMI-SAI Canada Limited	10/13/22	\$1,921.00
78674	Royal Bank Visa	10/13/22	\$8,815.53
78675	Enbridge Gas Inc.	10/13/22	\$98.15
EFT0004186	A J Stone Company Ltd.	10/13/22	\$525.43
EFT0004187	B & B Custom Crushing	10/13/22	\$3,898.50
EFT0004188	Cedar Signs	10/13/22	\$118.31
EFT0004189	Clark Bros Contracting	10/13/22	\$488.36

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0004190	ClearTech Industries Inc.	10/13/22	\$327.11
EFT0004191	Corporate Express Canada Inc.	10/13/22	\$152.04
EFT0004192	Delta Elevator Co. Ltd.	10/13/22	\$946.03
EFT0004193	Graybar Canada Ltd	10/13/22	\$527.97
EFT0004194	Martin Drainage	10/13/22	\$5,736.78
EFT0004195	Mike Lucas	10/13/22	\$1,353.74
EFT0004196	Midwest Co-operative Services	10/13/22	\$1,093.63
EFT0004197	Ontario One Call	10/13/22	\$131.78
EFT0004198	RESQTECH Systems Inc	10/13/22	\$72.32
EFT0004199	ROBERTS FARM EQUIPMENT	10/13/22	\$667.59
EFT0004200	Sanigear	10/13/22	\$1,919.20
EFT0004201	Shred All Ltd.	10/13/22	\$90.40
EFT0004202	Stephen Hale	10/13/22	\$1,621.55
EFT0004203	Wellington Advertiser	10/13/22	\$816.49
EFT0004204	Wellington North Power	10/13/22	\$10,109.47
EFT0004205	Young's Home Hardware Bldg Cen	10/13/22	\$477.86
78676		10/21/22	\$5,649.95
78677	BELLAMY CONTRACTING SERVICES L	10/21/22	\$189.84
78678	Bluewater Fire & Security	10/21/22	\$1,216.07
78679	Broadline Equipment Rental Ltd	10/21/22	\$4,612.44
78680		10/21/22	\$400.00
78681		10/21/22	\$800.00
78682	Cedar Creek Tools	10/21/22	\$1,420.12
78683	Chalmers Fuels Inc	10/21/22	\$1,175.23
78684		10/21/22	\$208.89
78685		10/21/22	\$260.00
78686	Duncan, Linton LLP, Lawyers	10/21/22	\$4,317.65
78687	Elora Grand Squares	10/21/22	\$227.77
78688	Firehall Bookstore	10/21/22	\$206.93
78689		10/21/22	\$610.68
78690		10/21/22	\$800.00
78691	Human Response Monitoring Cent	10/21/22	\$339.00
78692	Jim's Auto Service	10/21/22	\$579.69
78693		10/21/22	\$800.00
78694	LK Welding & Repair	10/21/22	\$339.00
78695		10/21/22	\$800.00
78696	Darlene McIntosh	10/21/22	\$350.00
78697		10/21/22	\$400.00
78698	Mount Forest Greenhouses Ltd.	10/21/22	\$790.72
78699	Michelin North America (Canada	10/21/22	\$7,221.97
78700	Midwestern Line-Striping Inc.	10/21/22	\$3,638.42
78701	The Murray Group Limited	10/21/22	\$1,748.61
78702	Norm Benn Training Centre Inc.	10/21/22	\$2,420.10
78703	PepsiCo Beverages Canada	10/21/22	\$381.38
78704	Royal Bank Visa	10/21/22	\$340.09
78705		10/21/22	\$200.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78706		10/21/22	\$46.43
78707	Telizon Inc.	10/21/22	\$741.82
78708	Enbridge Gas Inc.	10/21/22	\$3,515.66
78709	UnitedCloud Inc.	10/21/22	\$4,909.56
78710	Waste Management	10/21/22	\$2,542.32
78711	Wightman Telecom Ltd.	10/21/22	\$816.21
78712		10/21/22	\$400.00
78713		10/21/22	\$800.00
EFT0004206	A J Stone Company Ltd.	10/21/22	\$478.56
EFT0004207	Arthur Home Hardware Building	10/21/22	\$353.92
EFT0004208	Artic Clear 1993 Inc.	10/21/22	\$44.00
EFT0004209	B & I Complete Truck Centre	10/21/22	\$1,383.30
EFT0004210	BackSpace Computer	10/21/22	\$3,955.00
EFT0004211	B M Ross and Associates	10/21/22	\$21,363.07
EFT0004212	CARQUEST Arthur Inc.	10/21/22	\$955.99
EFT0004213	City of Guelph	10/21/22	\$4,441.20
EFT0004214	Clark Bros Contracting	10/21/22	\$12,882.00
EFT0004215	Corporate Express Canada Inc.	10/21/22	\$63.11
EFT0004216	County of Wellington	10/21/22	\$6,300.00
EFT0004217	Drexler Construction Limited	10/21/22	\$280,095.11
EFT0004218	Ideal Supply Inc.	10/21/22	\$214.97
EFT0004219	Lange Bros.(Tavistock) Ltd	10/21/22	\$3,390.00
EFT0004220	Maple Lane Farm Service Inc.	10/21/22	\$56.39
EFT0004221	Marcc Apparel Company	10/21/22	\$90.40
EFT0004222		10/21/22	\$120.91
EFT0004223	MRC Systems Inc	10/21/22	\$1,081.18
EFT0004224	PACKET WORKS	10/21/22	\$169.50
EFT0004225	Pryde Truck Service Ltd.	10/21/22	\$5,475.35
EFT0004226	Purolator Inc.	10/21/22	\$24.31
EFT0004227	Reeves Construction Ltd	10/21/22	\$21,587.68
EFT0004228	Robert Gibson Consulting Servi	10/21/22	\$3,399.49
EFT0004229	SGS Canada Inc.	10/21/22	\$1,541.32
EFT0004230	Suncor Energy Inc.	10/21/22	\$3,785.85
EFT0004231	Technical Standards & Safety A	10/21/22	\$250.00
EFT0004232	Triton Engineering Services	10/21/22	\$57,850.78
EFT0004233	Township of Southgate	10/21/22	\$4,068.00
EFT0004234	Upanup Studios Inc.	10/21/22	\$4,237.50
EFT0004235	Wellington Advertiser	10/21/22	\$306.18
EFT0004236	Wellington North Power	10/21/22	\$1,411.74
EFT0004237	Young's Home Hardware Bldg Cen	10/21/22	\$236.96
	Total Amount of Cheques:		\$6,480,720.68



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7, 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 2023 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 Greenhouse. 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

Brooke Lambert

SCHEDULE "A"**WATER AND SEWER
Effective January 1, 2023**

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



Staff Report

To: Mayor and Members of Council Meeting of November 7, 2022

From: Matthew Aston, Director of Operations

Subject: OPS 2022-028 being a report on the MTO Connecting Link Program Application – Intake 8

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-028 being a report on the MTO Connecting Link Program Application – Intake 8;

AND FURTHER THAT Council direct staff to submit an application to the MTO's Connecting Link Program for the resurfacing of Highway 6 (Smith Street), from Conestoga to Wells Street, in Arthur;

AND FURTHER THAT Council agree to fund the Township's portion of the project cost, as recommended by Township staff, as well as support the project schedule detailed within the application.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2019-003 being a report on the 2019 MTO Connecting Link Program Application

Report OPS 2019-021 being a report on the 2019-2020 MTO Connecting Link Program Application

Report OPS 2021-039 being a report on the MTO Connecting Link Program Application – Intake 7

BACKGROUND

Triton Engineering Services Limited (TESL) is now completing the application form and supporting documentation for submission as per the Ministry's guidelines. A resolution of Council explicitly authorizing their submission is a requirement of the ministry guidelines. Applications are due by no later than November 16, 2022. If successful, eligible roads related project costs (roads, curb and storm sewer) would be funded up to 90% by the province.

The scope of the project is detailed within the TESL memo attached as Schedule A.

If the Township's connecting link application is approved, the intent is this project would be designed in 2023 and constructed in 2024.

FINANCIAL CONSIDERATIONS

The total probable cost of the project will be \$1,173,470.00 (Excluding H.S.T.). Provincial funding amount to be requested will be \$1,056,123.00 (Excluding H.S.T.). The Township's probable portion will be \$117,347.00 (Excluding H.S.T.)

ATTACHMENTS

Schedule A – Triton Engineering Services Limited Cost Estimate

STRATEGIC PLAN 2019 – 2022

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

Yes

 No

 N/A

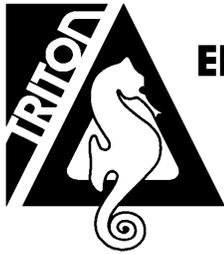
Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations
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Recommended By:	Brooke Lambert, Chief Administrative Officer
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Brooke Lambert



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

Memorandum

DATE: October 31, 2022

TO: Matthew Aston, CET, Director
of Operations, Township of
Wellington North

FROM: Paul Ziegler and Lindsay Scott

RE: Project Proposal for Smith
Street (Highway 6) Connecting
Link Reconstruction
2023-2024

FILE: M5989

SMITH STREET CONNECTING LINK PROJECT PROPOSAL

INTRODUCTION

Smith Street and George Street (Highway 6) are the municipal streets that are the Connecting Link that runs in a "northerly" direction through the community of Arthur, in the Township of Wellington North, in the County of Wellington. The south limit of the Connecting Link is at the north side of the Conestoga River Bridge. The north limit of the Connecting Link is at Wells Street.

Smith Street from Preston to Wells Street has a 21 year old asphalt structure and from Conestoga to Preston Street asphalt structure is 25+ years.

PROJECT SCOPE

The project scope of approximately 900m of Smith Street (Highway 6) from Conestoga Street to Wells Street (north Limit) will include:

- Full depth and full width asphalt resurfacing (Total Depth = 140mm).
- Gravel road base surface restoration prior to paving.
- Remove and replace sections of curb that are in poor condition.
- Remove and replace full depth asphalt boulevard/driveways behind the section of new curb.
- Remove and adjust sanitary & storm sewer frame and cover/grates to surface asphalt.
- Remove and replace water gate valve and box to surface asphalt complete with anodes.
- Repair and restoration areas of deficient subgrade.
- Line painting.
- Installation of accessible sidewalk ramps

Project Estimate

The total probable cost of the project will be \$1,173,470.00 (Excluding H.S.T.). Provincial funding amount to be requested will be \$1,056,123.00 (Excluding H.S.T.). The Township's probable portion will be \$117,347.00(Excluding H.S.T.). A cost breakdown is included in Table 1.

TABLE 1 – CONNECTIN LINK PROJECT FINANCIAL INFORMATION PROPOSED SMITH STREET (HIGHWAY 6) CONNECTING LINK RECONSTRUCTION ARTHUR, TOWNSHIP OF WELLINGTON NORTH			
PHASE	2023 FEES	2024 FEES	TOTAL
Engineering Design	\$64,000.00	--	\$64,000.00
Project Management/ Contract Administration	--	\$96,000.00	\$96,000.00
Construction	--	\$908,470.00	\$908,470.00
Miscellaneous	--	\$105,000.00	\$105,000.00
Total	\$64,000.00	\$1,109,470.00	\$1,173,470.00
Amount of Provincial Funding To Be Requested (90% Excluding H.S.T.)	\$57,600.00	\$998,523.00	\$1,056,123.00
Amount of Townships Funding To Be Requested (Excluding H.S.T.)	\$6,400.00	\$110,947.00	\$117,347.00



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7, 2022

From: Matthew Aston, Director of Operations

Subject: OPS 2022-030 being a report on a street light maintenance agreement between Township of Wellington North and Wellington North Power Inc.

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-030 being a report on a street light maintenance agreement between Township of Wellington North and Wellington North Power Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law in order to enter an agreement for street light maintenance agreement with Wellington North Power Inc.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

Township has a long-standing arrangement with Wellington North Power Inc. (WNP) regarding the provision of maintenance of street lights within the Township. WNP is an electrical contractor is able to provide these services and is also ~97% owned by the Township.

The agreement, as attached to the by-law later in this meeting's agenda simply formalizes the existing arrangement.

FINANCIAL CONSIDERATIONS

Street light maintenance cost (excluding hydro):

2019	\$20,992.57
2020	\$10,554.39
2021	\$26,383.46

ATTACHMENTS

By-law and agreement attached later within this meeting’s agenda

STRATEGIC PLAN 2019 – 2022

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

- Yes
- No
- N/A

Which priority does this report support?

- Modernization and Efficiency
- Municipal Infrastructure
- Partnerships
- Alignment and Integration

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



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council meeting of November 7, 2022
From: Brooke Lambert, Chief Administrative Officer
Subject: CAO 2022-004 Council Remuneration By-Law Updates

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CAO 2022-004 being a report on the remuneration for members of Council.

FURTHER THAT Council enacts the following by-laws as they pertain to Council remuneration in 2022 and for the upcoming term of Council (2023-2026).

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

REPORT HR 2022-011 Market Check and Policy Review
 HR 2022-013 Revised Non-union Pay Administration Policy (Closed)
 By-law Number 062-18
 By-law Number 079-21

BACKGROUND

In the summer and fall of 2022, the Township of Wellington North undertook a Market Check and policy review related to its non-union staff. During this period, all compensation rates were paused at the pre-July 1, 2022 level, including Council rates of pay, pending the results of the review.

On October 11, 2022, the results of this review and a draft pay administration policy were approved by Council. At this time, Council undertook a review of their own remuneration by-laws (also in accordance with By-law 062-18).

As a result, direction was given to staff to revise the by-laws pertaining to the Council remuneration for 2022, and 2023-2026 to reflect the Non-union Pay Administration Policy which was also approved on October 11, 2022.

Accordingly, the by-laws have been revised to include the following:

- Transitioning from a July 1 to January 1 implementation date for all Council wage increases.
- Implementing a cap of 4% for any one year CPI related increase in order to smooth out the impacts from years that experience high inflation.

No other changes related to the total amount for annual remuneration, or other expenses (travel) were considered.

FINANCIAL CONSIDERATIONS

If approved, Council will be entitled to receive retroactive payments related to the 4% CPI increase for the period (July 1 to November 7, 2022). Remuneration going forward will be adjusted to reflect the revised by-laws.

ATTACHMENTS

Proposed Council Remuneration By-law (2022) contained in this agenda
Proposed Council Remuneration By-Law (2023-2024) contained in this agenda

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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 &
Recommended By:**

Brooke Lambert, Chief Administration
Officer

Brooke Lambert



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of November 7, 2022

From: Karren Wallace, Director of Legislative Services/Clerk

Subject: Report CLK 2022-020 being a report on Committee Appointments for the 2022-2026 term.

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CLK 2022-020 being a report on Committee Appointments for the 2022-2026 term.

AND FURTHER THAT staff bring this report to the December 5th meeting of Council at which time appointments will be determined by Council.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK Report 2018-053 being a report on Committee Appointments

December 17, 2018 Council Resolutions 2018-439 to and including 2018-456

BACKGROUND

The Township of Wellington North has Council appointees on various committees with most terms ending in November 2022, resulting in the requirement for new appointments.

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

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

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

STRATEGIC PLAN 2019 - 2022

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

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Modernization and Efficiency | <input checked="" type="checkbox"/> Partnerships | <input type="checkbox"/> Alignment and Integration |
| <input type="checkbox"/> Municipal Infrastructure | | |

Prepared By:	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

SCHEDULE A

***Note: Mayor sits on all Committees as Ex-officio**

COMMITTEE/BOARD/AUTHORITY	REQUIRED	CURRENT APPOINTEE	TERM	BY-LAW/RES
Recreation Parks and Leisure	2 WN 1 SG	Councillor McCabe Councillor Yake Township of Southgate rep	Term of Council	014-2020
WN Cultural Roundtable	1	Councillor Hern	Term of Council	Res 2018-439
MF & District Chamber Commerce	1	Councillor Hern	Term of Council	Res 2018-440
Arthur & District Chamber Commerce	1	Councillor Hern	Term of Council	Res 2018-441
Wellington County Farm Safety Committee	1	Councillor McCabe	Term of Council	
MF Business Improvement Area	1	Councillor Burke	Term of Council	117-19
Arthur Business Improvement Area	1	Councillor Hern	Term of Council	122-19
Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee	1 from Arran- Elderslie, Brockton, Hanover, Minto, Southgate & Wellington North	John Fruin (Hanover)	Term of Council	Res 2018-445
Ausable Bayfield Maitland Valley Source Water Protection Committee	1 member between Howick, Minto, Wellington North, North Perth, Perth East and Mapleton	Allan Rothwell	Term of Council	Res 2019-041
Maitland Valley Conservation Authority	1 between Mapleton, Minto, Wellington North	David Turton	Term of Council	Res 2018-447
Grand River Conservation Authority	1 between Mapleton & Wellington North	Bruce Whale	Term of Council	Res 2018-448
Saugeen Valley Conservation Authority	1 between Minto & Wellington North	Councillor McCabe	Term of Council	Res 2018-449
EarlyON Child and Family Services Committee	1	Councillor Hern	Term of Council	Res 2018-450
Wellness & Team Building Committee	1	Councillor Burke	Term of Council	Res 2018-451
Wellington North Health Professional Recruitment Committee	1	Councillor McCabe	Term of Council	Res 2018-452
North Wellington Health Care Corporation Louise Marshall Hospital	1	Councillor Yake	Term of Council	Res 2018-453

Upper Grand Trailway Wellington Sub Committee	2	Councillor Yake Councillor McCabe	Term of Council	Res 2018-454
Arthur Trail Committee	Never appointed			
Lynes Blacksmith Shop	1	Councillor Yake Councillor Burke	Term of Council	Res 2018-455
Mount Forest Aquatic Ad Hoc Advisory Committee	2	Councillor Burke Councillor Yake CAO	Term of Council	Res 2018-047
Wellington North Power	2	Mayor Lennox Councillor Yake	Term of Council	Res 2018-391
Committee of Adjustment	5	Mayor Lennox Councillor McCabe Councillor Hern Councillor Burke Councillor Yake	Term of Council	By-law 004-19



To: Mayor and Members of Council Meeting of November 7, 2022
From: Karren Wallace, Director of Legislative Services/Clerk
Subject: Report CLK 2022-021 2022 Municipal Election Accessibility Report

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CLK 2022-021 being a report on 2022 Municipal Election Accessibility report.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2021-005 being a report on the use of alternate voting methods in the 2022 municipal election

BACKGROUND

As a requirement of the Municipal Elections Act, 1996, s. 12.1(2) the Clerk, within 90 days after voting day, shall submit a Report to Council pertaining to the identification, removal and prevention of barriers that affect Electors and Candidates with disabilities. Accessibility was a major consideration during every aspect of the Election.

Identification of Barriers

The following actions were taken to identify barriers that affect electors and candidates with disabilities:

1. Consider various disabilities to identify potential barriers in the election process.
2. Assessed past election administration policies, identifying the likelihood of our practice creating a risk to the accessibility of candidates and electors, then identified the impact of the risk and developed measures to mitigate or minimize the risk.

Removal and Prevention of Barriers

On February 8, 2021 Council approved a Report CLK 2021-005 being a report on the use of alternate voting methods in the 2022 municipal election.

Voting by mail removes barriers associated with the election as people were able to vote in the comfort of their own home with their own assistive devices.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

N/A

STRATEGIC PLAN 2019 - 2022

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

Yes No N/A

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

COUNTY OF WELLINGTON

MEDIA RELEASE



FOR IMMEDIATE RELEASE

October 6, 2022

COUNTY CLERK ANNOUNCES RETIREMENT

WELLINGTON COUNTY, ON- At the September 29 County Council Meeting, the County Clerk, Donna Bryce, announced her retirement effective December 30, 2022.

Mrs. Bryce joined the County in 2010 and has been responsible for overseeing the Clerk's and Information Technology departments, as well as various County Council and Standing Committee functions.

Prior to joining the County, Mrs. Bryce held positions at the Region of Peel and the Legislative Assembly of Ontario. She has completed over 27 years of public service, including 12 years at the County.

"On behalf of County Council, I would like to thank Donna for her 12 years of outstanding municipal service," said Warden Kelly Linton. "Donna has always set an incredibly high standard for herself and her employees. Her extensive experience, knowledge and professionalism will be missed in Wellington County."

"The County of Wellington has been very fortunate to have Donna as our County Clerk for the past 12 years," commented Scott Wilson, Chief Administrative Officer. "Donna's hard work and commitment to the County will be greatly missed. I want to thank Donna for her service and I wish her much happiness as she ventures into retirement."

"It has been an honour and a privilege to work with several Councils and the dedicated and hardworking staff at the County of Wellington," said Donna Bryce, County Clerk. "It has been a bittersweet decision to retire, and I know I am giving up something special to get to that next something that will be special."

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Media Contact:

Andrea Ravensdale, Communications Manager

T 519.837.2600 x 2320

E andrear@wellington.ca



WELLINGTON NORTH

SEMPER PORRO

OFFICIAL RESULTS OCTOBER 24, 2022 MUNICIPAL AND SCHOOL BOARD ELECTION

OFFICE	NAME	VOTES	%
MAYOR	LENNOX, Andrew	1646	
	YAKE, Dan	1475	
		3121	36.77%
COUNCILLOR WARD 1	MCLEOD, Shawn	289	
	MOUSSEAU, Jeanean	165	
	RENKEN, Penny	382	
		836	42.5%
COUNCILLOR WARD 2	BURKE, Sherry	843	
	KLUNDER, Menno	109	
		952	38.65%
COUNCILLOR WARD 3	HERN, Lisa	ACCLAIMED	
COUNCILLOR WARD 4	MCCABE, Steve	ACCLAIMED	
COUNTY OF WELLINGTON COUNCILLOR WARD 3	CORK, Campbell	ACCLAIMED	
COUNTY OF WELLINGTON COUNCILLOR WARD 4	O'NEILL, Stephen	ACCLAIMED	
TRUSTEE UPPER GRAND DISTRICT SCHOOL BOARD Wellington North, Minto and Mapleton results	BREAU, Natalie	1289	
	GREER, Daniel	1185	
	KELLY, Daniel	1031	
	ROSS, Robin S.	1424	
TRUSTEE WELLINGTON CATHOLIC SCHOOL BOARD	FINORO, Andrew	ACCLAIMED	
TRUSTEE CONSEIL SCOLAIRE CATHOLIQUE MONAVENIR (FRENCH SEPARATE) Wellington North only	GRENIER, Genevieve	0	
	O'NEIL, Patrick	1	
TRUSTEE CONSEIL SCOLAIRE VIAMONDE (FRENCH PUBLIC) Wellington North only	O'HARA, David	2	
	VANDERMEER, Joseph	1	

DATED this 25th day of October, 2022
Karren Wallace, Returning Officer/Clerk
519-848-3620 ext 4227

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

BY-LAW NUMBER 114-22

**BEING A BY-LAW TO AUTHORIZE AN EXTENSION TO BY-LAW
122-21 BEING A BY-LAW AGREEMENT FOR BY-LAW
COMPLIANCE SERVICES**

WHEREAS it is deemed expedient to enter into an Agreement with the Corporation of the City of Guelph for by-law compliance services

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

1. **THAT** The Corporation agrees to extend the Agreement with the Corporation of the City of Guelph in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1 for a period of six months.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7th DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

BY-LAW COMPLIANCE SERVICES AGREEMENT

This By-law Compliance Services agreement is between:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH,

(“Township”)

- And-

THE CORPORATION OF THE CITY OF GUELPH,

(“City”)

(Jointly referred to as the “Parties”)

WHEREAS sections 20 (1) & (2) of the Municipal Act, 2001, SO 2001, c 25, provide legislative authority for municipalities to enter into an agreement for joint undertakings to provide, for their joint benefit, any matter which they have the power to provide within their own boundaries;

AND WHEREAS the City agrees to provide certain By-law Compliance Services to the Township;

The Parties agree as follows:

PART I – RETAINER

1. Services

- (1) The Township hereby retains the City, exclusively, subject to the provisions of this agreement, to provide By-law Compliance Services for the Township.
- (2) For purposes of this agreement, By-law Compliance Services will include:
 - (a) The City accepting service requests:
 - directly from the Township
 - directly from the public through the City’s website
 - (b) enforcement of the Township’s By-laws specifically identified in Appendix “C” of this agreement;

- (c) the Township acknowledges that the City is not responsible to provide compliance services for any other by-laws not specifically identified in Appendix "C" of this agreement;
- (d) Compliance services will be provided at the discretion of the City's Manager Corporate and Community Safety;

2. Fees

- (1) The Township shall pay the City for the By-law Compliance Services as set out in Appendix "B".
- (2) The Township shall pay the City for By-law Compliance Service fees as invoiced, on a bi-monthly basis, commencing February 28th, 2022.
- (3) Notwithstanding the foregoing, if the City should ever, at the discretion of the City's Manager Corporate and Community Safety, in the provision of the By-law Compliance Services to the Township, be required to incur any special expenditures beyond usual operating expenditures, which expenditures cannot be recovered, then the City may add such expenditures to the fees provided for above.

PART II – TOWNSHIP OBLIGATIONS

3. Chargeable Amounts

- (1) The City may charge the Township for any Harmonized Sales Tax or any other applicable taxes payable on the fees and expenditures.
- (2) When this agreement is terminated, the Township shall pay the City on a pro-rated basis, for the chargeable fees, expenditures and taxes incurred up to the effective date of such termination, or a later date if services, already commenced by the City, cannot reasonably be discontinued until such later date.

PART III – COMMUNICATIONS BETWEEN THE PARTIES

4. Contacts and Communication

- (1) The Township shall treat the City's Manager of Corporate and Community Safety or designate as the City's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the City.

- (2) The City shall treat the individual or designate as indicated in Appendix "A" as the Township's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the Township.
- (3) Although this agreement is a public document, neither party shall communicate with the media about the services provided pursuant to this agreement except with the prior written approval of the other party.

5. Notices

- (1) In this agreement "**Notice**" means any notification or communication required or permitted to be given by one party to the other party under this agreement.
- (2) A party giving Notice shall give it in writing and shall deliver it by personal delivery, email, courier or prepaid regular mail to an address of the other party provided for in this agreement.
- (3) Either party may from time to time change any of its addresses by Notice given in accordance with this section.
- (4) A Notice sent by personal delivery is deemed to be delivered on the date it is personally delivered. A Notice sent by email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt. A Notice sent by courier is deemed to be delivered two days after the date it is sent. A Notice sent by prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.
- (5) Notices to the City are to be sent to the following:

Manager, Corporate & Community Safety
City of Guelph
1 Carden St.,
Guelph, ON. N1H 4E1
Tel: 519-822-1260
scott.green@guelph.ca

- (6) Notices for the Township are to be sent to the information as set out in Appendix "A".

6. Confidential Information

- (1) In this agreement:
 - (a) “**Confidential Information**” means any information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;
 - (b) “**Disclosing Party**” means the party disclosing Confidential Information;
 - (c) “**Receiving Party**” means the party receiving Confidential Information, and includes all Representatives of that party; and
 - (d) “**Representative**” of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party.
- (2) The Receiving Party shall use Confidential Information only for the purposes of this agreement.
- (3) Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
- (4) The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
- (5) The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- (6) Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.
- (7) The Receiving Party may disclose Confidential Information if:
 - (a) The Disclosing Party consents;
 - (b) The Receiving Party is required by law to disclose it; or
 - (c) The Confidential Information is generally and publicly available.
- (8) If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.

- (9) The Receiving Party shall ensure that all Representatives of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Representative to do so.
- (10) Each party specifically acknowledges that the other party is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, and that the other party may be compelled to disclose certain Confidential Information.
- (11) If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
- (12) The harm that would be suffered by a party in the event of a breach of the provisions of this agreement relating to Confidential Information by the other party would not be compensable by monetary damages alone. Therefore a party shall be entitled, in addition to any other remedies, to seek an injunction against a breach or threatened breach of any such provision.
- (13) The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

PART IV – GENERAL

7. Term and Termination

- (1) The Parties acknowledge that this By-law Compliance Services agreement is part of a pilot project to be evaluated at the end of its term.
- (2) The term of this agreement will be 1 year, commencing upon January 1, 2022 or such time the agreement becomes effective and the agreement will end on December 31, 2022.
- (3) The Parties agree that this agreement can be terminated at anytime without cause upon the party seeking termination delivering Notice at least fourteen (14) business days in advance. The Township agrees to pay the City for any outstanding fees for services provided up to (or after if necessary) the date of termination.

8. Relationship between Parties

- (1) The City shall not be liable to the Township or any other person for any liability, claim, damage, costs, suit or action in respect of any property damage or personal injury, including death, howsoever caused, relating in any way whatsoever to the provision of or failure to provide services by the City or any of its Representatives,

or arising directly or indirectly from this agreement, except where any property damage or personal injury, including death, is due solely to the gross negligence of the City or any of its Representatives, and the Township hereby releases the City and its Representatives accordingly. This section will survive the termination of this agreement.

- (2) The Township and the City are independent contracting parties of each other. Neither party shall, except as the other party may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the other party, or bind the other party in any respect whatsoever. Neither party is a partner, joint venturer, agent or employee of the other party.
- (3) The Township shall not assign this agreement or any of the rights, benefits or obligations under this agreement.
- (4) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior commitment, representation, warranty, arrangement, understanding or agreement, written or oral, collateral or other, with respect to the subject matter hereof, existing between the parties at the date of execution of this agreement.

9. Waiver

- (1) A party may by Notice waive any of its rights, powers or remedies under this agreement.
- (2) The failure of either party to exercise any of its rights, powers or remedies under this agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.

10. Interpretation

- (1) This agreement is to be construed with all changes in number and gender as may be required by the context.
- (2) The division of this agreement into sections, subsections and clauses is for convenience of reference only and does not affect the interpretation.
- (3) The obligations of the parties contained in this agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated

party.

- (4) This agreement is to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (5) This Agreement and the Appendices attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior negotiations, understandings and agreements between the Parties, written or oral, in respect thereof.
- (6) Any reference in this agreement to legislation, policies or rules is to such legislation, policies or rules as amended, extended, re-enacted or replaced.
- (7) The parties may sign this agreement in counterparts with the same effect as if the parties had signed the same document. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this agreement in accordance with the provisions set out in this agreement for delivery of Notices.
- (8) All provisions of this agreement are severable, and if any provision is declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement remain in full force and effect.

11. Miscellaneous

- (1) No change or modification of this agreement is valid unless it is in writing and signed by each party.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Date

By: _____
Name: Andrew Lennox
Title: Mayor

Date

By: _____
Name: Karren Wallace
Title: Clerk

We have authority to bind the corporation.
The Township's Council has endorsed this agreement.

THE CORPORATION OF THE CITY OF GUELPH

Date

By: _____
Name: Doug Godfrey
Title: General Manager of Operations

I have authority to bind the corporation.

Appendix "A"**General**

Township: Wellington North

Contact

Initial principal contact individual and addresses for the Township:

Title:	Chief Building Official
Township:	Wellington - North
Street address:	7490 Sideroad 7 W, Box 125, Kenilworth, ON
Telephone:	519-848-3620 ext. 4462
Email:	djones@wellington-north.com

APPENDIX "B"**"Fee-for-Service"****By-law Compliance Fee calculation**

1. **General Principle** – the Township agrees to compensate the City for the costs incurred by the City to provide the By-law Compliance Services under this Agreement. The principle will include, but not be limited to the following expense categories:
 - i) By-law Compliance Officer salary and benefits
 - ii) By-law Compliance Officer travel time – Guelph/Wellington North
 - iii) City of Guelph – telecommunication expense
 - iv) City of Guelph – office and equipment supplies
 - v) City of Guelph – uniform expenses
 - vi) City of Guelph – Fuel and Maintenance of Vehicle

Rate: \$ 110.00 per hour

2. The City's Manager-Corporate & Community Safety shall prepare a statement of the calls for service, time spent on calls for service and the fees for service on a bi-monthly basis. The statement shall be forwarded to the Township's Chief Building Official and the Clerk.

APPENDIX "C"**"Township By-laws"**

1. BY-LAW NUMBER 45-08 A BY-LAW TO REQUIRE THE OWNERS OF PRIVATELY OWNED SWIMMING POOLS TO ERECT AND MAINTAIN SWIMMING POOLS, ENCLOSURES, INCLUDING FENCES AND GATES AROUND SUCH SWIMMING POOLS
2. BY-LAW NUMBER 058-16 BEING A BY-LAW TO ESTABLISH BUSINESS LICENSING REGULATIONS RELATED TO BUSINESS LICENSING IN THE TOWNSHIP OF WELLINGTON NORTH PURSUANT TO SS. 10 (2) OF THE MUNICIPAL ACT 2001. S.O. 2001 C. 25 AS AMENDED (THE "MUNICIPAL ACT, 2001")
3. BY-LAW NUMBER 047-18 A BY-LAW PRESCRIBING STANDARDS FOR THE MAINTENANCE AND OCCUPANCY OF PROPERTY AND TO REPEAL BY-LAW 086-16
4. BY-LAW NUMBER 052-19 BEING A BYLAW TO REGULATE THE MAINTENANCE OF LAND IN THE TOWNSHIP OF WELLINGTON NORTH
5. BY-LAW NUMBER 66-01 ZONING BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

BY-LAW NUMBER 115-22

**BEING A BY-LAW TO AMEND BY-LAW 079-21 BEING A BY-LAW TO SET
REMUNERATION FOR MEMBERS OF COUNCIL**

**THEREFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH
AMENDS BY-LAW 079-21 AS FOLLOWS:**

Replace Section 5 that reads:

“The formula to be used to determine this percentage (%) is the annual Stats Can Ontario CPI for the 12 months ended April 30 each year.”

With:

“The formula to be used to determine this percentage (%) is the annual Stats Can Ontario CPI for the 12 months ended September 30 each year.”

Replace Section 6 that reads:

The % increase shall be effective July 1 each year.

With:

The % increase shall be effective January 1st each year.

Add the following:

“If the formula in a given year results in a % increase greater than 4%, the annual increase shall be capped at 4%. In the following year, any resulting shortage will be added to that year’s increase”

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH
DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 116-22

**BEING A BY-LAW TO AMEND BY-LAW 062-18 BEING A BY-LAW TO SET
REMUNERATION FOR MEMBERS OF COUNCIL**

**THEREFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH
AMENDS BY-LAW 062-18 AS FOLLOWS:**

Replace Section 5 that reads:

“The formula to be used to determine this percentage (%) is the annual Stats Can Ontario CPI for the 12 months ended April 30 each year.”

With:

“The formula to be used to determine this percentage (%) is the annual Stats Can Ontario CPI for the 12 months ended September 30 each year.”

Add the following:

“If the formula in a given year results in a % increase greater than 4%, the annual increase shall be capped at 4%. In the following year, any resulting shortage will be added to that year’s increase”

Add the following:

“The amendments in By-law 116-22 shall be effective July 1, 2022 to the end of term of Council in 2022.”

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH
DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 117-22**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
STREETLIGHT MAINTENANCE SERVICES AGREEMENT
BETWEEN WELLINGTON NORTH POWER INC. AND THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and Wellington North Power Inc. wish to enter into a Streetlight Maintenance Services 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 Wellington North Power Inc. in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

WELLINGTON NORTH POWER INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

STREETLIGHT MAINTENANCE SERVICES AGREEMENT

November 7, 2022

THIS AGREEMENT made as of this 7th day of November, 2022

BETWEEN :

WELLINGTON NORTH POWER INC., a corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter referred to as the “**Contractor**”)

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH, a municipal corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter referred to as the “**Township**”)

WHEREAS

1. The Township is responsible for the operation and maintenance of its Streetlights;
2. The Township wishes to engage the Contractor to provide certain streetlight maintenance services on the terms and subject to the conditions set out in this Agreement;
3. The Township and the Contractor are Affiliates by virtue of the Township’s ownership and control of the Contractor;
4. In carrying out services for the Township, the Contractor is subject to the OEB’s Affiliate Relationships Code for Electricity Distributors and Transmitters (the “**ARC**”).

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions

- 1.1** Unless the context otherwise specifies or requires, for the purposes of this Agreement all capitalized terms herein shall have the meanings set forth below:

“**Act**” means the *Ontario Energy Board Act, 1998*;

“**Affiliate,**” with respect to a corporation, shall have the same meaning as is ascribed to such term in the *Business Corporations Act* (Ontario);

“**ARC**” has the meaning ascribed to such term in the Recitals;

“**Business Day**” means any day other than a Saturday or Sunday or a statutory or bank holiday in the Province of Ontario;

“**Confidential Information**” means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with this Agreement, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by this Agreement; (b) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (c) information that is independently developed by the Receiving Party.

“**Critical Failure**” means, with respect to the Streetlights or associated infrastructure, aerial span wire down, pole knocked down or hit, power supply knocked down, power supply failure, ground fault, presence of voltage on non-current carrying system components, energization of surfaces accessible by the public, overhead equipment unfastened or hanging over roadway damage that exposes the public to energized electrical equipment (e.g. vandalism), faulty photo control circuits for group control of lighting, unbalanced, unlatched or partially unlatched high mast lighting ring and failure of a pole, arm, or other structural element;

“**CSA**” means the Canadian Standards Association;

“**Default**” has the meaning ascribed to such term in Section 13.1;

"**Defaulting Party**" has the meaning ascribed to such term in Section 13.1;

“**Disclosing Party**” means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the Township or the Contractor, as applicable.

"**Event of Default**" has the meaning ascribed to such term in Section 13.1; “**Force**

Majeure Event” has the meaning ascribed to such term in Section 10.1;

“**Fully Allocated Cost**” means the sum of direct costs plus a proportional share of Indirect Costs;

“**Governmental Authority**” means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the CSA, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority;

“Indirect Costs” means costs that cannot be identified with a specific unit of product or service or with a specific operation or cost centre, and include but are not limited to overhead costs, administrative and general expenses, and taxes;

“Laws and Regulations” means:

- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes, including:
 - (i) the OESC;
 - (ii) the *Ontario Health & Safety Act*;
 - (iii) *Ontario Underground Infrastructure Notification System Act, 2012, S.O. 2012, c. 4* and
 - (iv) the Distribution System Code, the Code and any other codes issued by the OEB;
- (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (d) any requirements under or prescribed by applicable common law;

“Locate” means information with respect to the location of buried or hidden public infrastructure, such as cables, pipes, wires cable, fibre, lines, and mains used for water, wastewater, communications, cable, television, cell service, telephone, television, gas and other services that may be used to avoid damaging such infrastructure while carrying out the Services provided in compliance with the *Ontario Underground Infrastructure Notification System Act, 2012, S.O. 2012, c. 4*;

“Local Distribution Company” means the Contractor as an electricity distributor that is licensed under Part V of the Act;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario, as amended from time to time;

"Minimum Retention Period" means a mandatory retention period of at least six (6) years, calculated from the end of the last calendar year to which the applicable record relates, as required under the Mandatory Record Retention Period Policy for Regulatory Entities (File No. EB-2015-0247) published by the OEB (as may be amended or restated);

“Non-Routine Service Request” is a Service Request in respect of a Critical Failure;

“**OEB**” means the Ontario Energy Board or its successor;

“**OESC**” means the Ontario Electrical Safety Code;

“**Party**” means the Township or the Contractor;

“**Person**” means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind;

“**Personal Information**” has the meaning ascribed to such term in the MFIPPA;

“**Receiving Party**” means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Township or the Contractor, as applicable.

“**Representatives**” means a Party’s directors, officers, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and the agents and advisors of such Persons.

“**Schedules**” means the Schedule(s) annexed to this Agreement and forming part of this Agreement which identify the nature of services to be provided, the pricing mechanisms, the cost allocation mechanisms, and the apportionment of risks (including risks related to under or over provision of service); and

“**Services**” has the meaning ascribed to such term in Section 3.1.

“**Service Request**” has the meaning ascribed thereto in Schedule A.

“**Streetlights**” means all street lighting luminaires, arms, and fixtures, as well as the poles and underground wiring systems which are owned by the Township and provide lighting for streets and other public rights of way.

2. **Interpretations**

2.1 In this Agreement:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) all usage of the word “including” or the phrase “e.g.,” in this Agreement shall mean “including, without limitation,” throughout this Agreement;
- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated there under, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) any reference to a specific executive position or an internal division or department of a Party shall include any successor positions, divisions or departments having

substantially the same responsibilities or performing substantially the same functions;

- (e) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; and if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (f) all dollar amounts are expressed in Canadian dollars;
- (g) the division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (h) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;
- (i) the terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
- (j) this Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties;
- (k) unless otherwise defined in this Agreement, words and phrases that have not been defined shall have the meaning ascribed to them in the licenses issued by the OEB pursuant to the Act or the *Electricity Act, 1998*, as the case may be; and
- (l) headings are for convenience only and shall not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa. A reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document.

3. Services

3.1 The Contractor shall provide to the Township the services described in the Schedules hereto (the “**Services**”) for the consideration set out therein.

3.2 The Contractor and its personnel will, in providing Services hereunder, comply with the reasonable policies, requests, standard rules, regulations and other requirements of the Township regarding safety and health, personal, professional and security conduct generally applicable were the Township to carry out the Services on its own behalf and which the Township has provided to the Contractor from time to time.

- 3.3 The Township and the Contractor may, from time to time, agree to modifications to the Services.
- 3.4 The Contractor shall be responsible for obtaining all necessary licences and permits and for complying with all Laws and Regulations in connection with the provision of the Services hereunder.
- 3.5 Representatives of the Contractor who perform any of the Services for or on behalf of the Contractor under this Agreement shall not be considered agents or employees of the Township for any purpose whatsoever. The Contractor will be solely responsible for the compensation of all its Representatives and will comply with any statutory obligations under Laws and Regulations as their employer, if applicable.
- 3.6 Each Party shall ensure accounting and financial separation (as that phrase is used in the ARC) and shall maintain separate financial records and books of account.
- 3.7 Except as otherwise expressly provided herein, risk of over- or under-provision of Services shall be borne by the Contractor.
- 3.8 Each Party agrees that its Representatives shall exercise due care that no person or property is injured and that no rights are infringed in the performance of or in respect, to this Agreement.
- 3.9 The Township shall provide the Contractor, as needed, with all maps, charts, schematic drawings, diagrams, descriptions and other information, whether in paper, digital or other format (the “**Streetlight Schematics**”), reasonably necessary or appropriate for the purpose of delivery of the Services by the Contractor and discharge of the obligations of the Contractor hereunder, including with respect to boundary roads within neighbouring municipalities and non-municipal highways within the Township. The Township shall promptly notify and provide the Contractor with any changes or updates to the Streetlight Schematics or upon any even or circumstance that would could reasonably be expected to result in a change to the Streetlight Schematics.

4. **Fees and Payments**

- 4.1 The Contractor shall invoice and receive payment from the Township as follows:
- (a) the Contractor shall deliver a monthly invoice setting forth the aggregate fees due;
 - (b) the Township shall, within 30 days of the date after receipt of an invoice from the Contractor pursuant to this Agreement notify the Contractor of any amounts therein which the Township reasonably considers not properly due to the Contractor, provided that the Township shall be required to pay such disputed amounts and the Contractor shall be entitled to hold such amounts pending resolution of the dispute;
 - (c) Subject to Section 4.1(b), the Township shall pay the amounts set out in an invoice referred to in Section 4.1(a) in such manner as directed in the invoice within 30 days of the date of such invoice (unless expressly set out otherwise in the invoice,

provided that the Contractor shall not be permitted to require payment by the Township of an invoiced amount within a time period less than 30 days).

4.2 Fees for Services within the terms of this Agreement do not include the Harmonized Goods and Services Tax (HST).

4.3 All Services provided by the Contractor as outlined in the Agreement and Schedules are subject to the charges specified therein. No additional fees or charges are applicable unless otherwise specified in the related Schedule.

4.4 If the Township fails to pay any such invoices within the time specified, interest shall accrue from the payment due date at the prime rate as stated by the TD Canada Trust Bank from time to time.

5. Annual Review of Schedules

5.1 The Parties shall review the contents of each Schedule on an annual basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate. The Parties shall also review the fees charged for each service, to ensure they continue to be set at appropriate levels.

5.2 In the event that during such a review, disagreements arise with respect to the suggested amendments to any Schedule and the Parties cannot settle these disagreements, either Party shall have the ability to require the contents of the Schedule or Schedules under disagreement to be submitted to dispute resolution in accordance with the provisions of Section 7 of this Agreement.

6. Indemnification

(a) Subject to Section 17 of this Agreement, each Party (the “**Indemnifying Party**”) agrees to indemnify and hold harmless the other Party’s Indemnified Parties (as hereinafter defined) from and against any and all losses, damages, injuries, liabilities or costs (collectively, “**Claims**”) that such Indemnified Parties suffer or incur in connection with, or relating to: (i) any act or omission, negligence, willful misconduct, or fraud by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible relating to its obligations under this Agreement, (ii) any default or breach by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible of any representation, warranty, covenant, obligation, or agreement herein. For the purposes of this Section 6.1, a Party’s “**Indemnified Parties**” means such Party and its directors, officers, shareholders, employees, agents and those for whom they are in law responsible;

(b) Notwithstanding Section 17 of this Agreement, the Township shall indemnify and hold harmless the Contractors Indemnified Parties (other than the Township) in respect of Claims relating to or arising out of:

(i) non-functioning Streetlights, where the incident or circumstance giving rise to the Claim arose prior to the date of this Agreement;

- (ii) inadequate Streetlight monitoring or reporting by the Township; and
- (iii) inadequate or defective Streetlight design or construction. This

indemnity shall survive the expiration or earlier termination of this Agreement.

7. Dispute Resolution

- 7.1** In the event of a dispute regarding this Agreement, before any party may submit the dispute to arbitration in accordance with Section 7.2, such party shall first provide written notice to the other party of the particulars of the dispute, following which the Parties shall use all reasonable efforts to resolve the dispute amicably, promptly and in good faith.
- 7.2** If pursuant to Section 7.1, the Parties cannot come to a resolution of a dispute regarding this Agreement within ten (10) Business Days of the date of receipt of the written notice referred to in Section 7.1, the dispute may be submitted to arbitration by either party subject, as applicable, to the provisions of Sections 7.1, 7.2 and 7.3. Arbitration shall be conducted pursuant to the *Arbitration Act, 1991* of Ontario, as amended and then in effect to the extent not inconsistent with the rules herein specified. Such arbitration shall be held in Toronto Ontario, or in any other mutually agreed upon location. Unless otherwise mutually agreed, the dispute shall be heard by one arbitrator who has not previously been employed or otherwise retained by/or affiliated with a person that has been employed or otherwise retained by either party, does not have a direct or indirect interest in either party and shall be disinterested in the subject matter of the dispute. Such arbitrator shall either be as mutually agreed by the Parties within thirty (30) days after agreeing to arbitration or failing agreement, shall be selected under the rules of the *Arbitration Act, 1991* of Ontario. The judgment rendered by the arbitrator may be enforced in any court of competent jurisdiction.
- 7.3** All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each party shall be responsible for its own expenses, including attorney's fees unless, the award shall specify differently.
- 7.4** Should the Parties submit to arbitration pursuant to Section 7.2, then the following arbitration rules shall apply. Subject to Section 7 hereof, the arbitrator shall be bound by the terms of this Agreement and may not detract from or add to its items. The Parties may by mutual agreement specify the rules that are to govern the arbitration proceedings and limit the matters to be considered. The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the Parties and shall not be subject to appeal. Each party agrees that it will not bring a lawsuit concerning any dispute covered by the arbitration provision.

8. Audit Rights

- 8.1** Any party to this Agreement may, at reasonable intervals, upon reasonable notice and at reasonable times during normal business hours, have such access to the records of the other party or Parties as is necessary for purposes of auditing, and investigating compliance with this Agreement. This access will be limited to information that is pertinent to the specific

Services contemplated under the Schedules executed by the specific party initiating the compliance audit or investigation.

9. Term and Termination

- 9.1** This Agreement is effective immediately following signing by all Parties hereto and shall continue in effect until terminated pursuant to this Agreement or otherwise pursuant to law.
- 9.2** The Agreement shall have a term of five years commencing on the date hereof. The term of this Agreement shall be extended at the end of the initial term and each extension thereof by one year unless a Party provides a notice of termination to the other Party of its intention to terminate the Agreement not later than one hundred and eighty (180) days prior to the end of the term then in effect.
- 9.3** In addition to the termination rights under Section 9.2, this Agreement may be terminated upon 180 days written notice by either the Contractor or the Township to terminate the Agreement, unless the Contractor and the Township mutually agree to an earlier termination date.
- 9.4** Following delivery and receipt of a notice under Section 9.2, this Agreement and all rights and obligations hereunder shall terminate, other than those rights and obligations expressly intended to survive such termination.

10. Force Majeure

10.1 No Party shall be liable for a failure or delay in the performance of its obligations pursuant to this Agreement:

- (a) provided that such failure or delay could not have been prevented by reasonable precautions;
- (b) provided that such failure or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other means; and
- (c) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, strikes, lock outs or labour disruptions or revolutions in Canada, or any other similar causes beyond the reasonable control of such Party,

(each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as:

- (a) such Force Majeure Event continues; and

- (b) such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Party delayed by a Force Majeure Event shall:

- (a) immediately notify the other Party of the occurrence of a Force Majeure Event; and
- (b) describe in reasonable detail the circumstances causing the Force Majeure Event.

11. Confidentiality and Ownership of Information

11.1 Each Party agrees that Confidential Information of the other Party shall be kept confidential.

11.2 Each Party shall take such reasonable measures as are necessary in order to comply with the confidentiality obligations under Section 11.1 above.

11.3 Information stored or produced by a Party on the sole behalf of the other Party, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer programme, information, or intellectual property produced by a Party for the sole purpose of supplying Services to that other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property to such original report, computer programme, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third party, or where the information is stored and produced by a Party for the mixed benefit of another party and the party which produced the information.

11.4 No independent contractor of the Contractor shall have access to any Confidential Consumer Information of the Township, except for purposes related to activities under this Agreement.

11.5 Both Parties agree that accounting and financial separation of the Contractor from the Township will be established and maintained. Further the Parties agree to protect the confidentiality of customer information, where applicable. This provision will include compliance with the provisions of the current version of section 5900 of the Canadian Institute of Chartered Accountants Handbook.

11.6 Notwithstanding Section 11.1,

- (a) the Parties hereby acknowledge and agree that the Contractor may be obligated to disclose Confidential Information relating to this Agreement to the OEB and any other Governmental Authority to which Utilities may be required to report in connection with filing a rate application with the OEB, under the Affiliate Relationships Code, the OEB's Reporting and Record Keeping Requirements or in accordance with any other Laws and Regulations;

- (b) the Parties hereby acknowledge that they are both subject to MFIPPA and that as a result either Party may be required to disclose Confidential Information concerning this Agreement or the other Party in accordance with the provisions of MFIPPA;
- (c) in the event that a Receiving Party is required by law to disclose any Confidential Information to a Governmental Authority, or any other person, including, without limitation, any disclosure required pursuant to a request under MFIPPA, such Party may so disclose; provided that it shall, to the extent permitted by Applicable Law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure;
- (d) the Township acknowledges and agrees that the use and disclosure of any information relating to the customers of Utilities is governed by requirements of the OEB Act and regulations, licences, codes and procedures established by the OEB ("**OEB Requirements**"). The Township acknowledges and agrees that if any of the Contractor's Confidential Information relating to its smart sub-metering providers, wholesalers, consumers, retailers or generators is disclosed to the Township or its Representatives hereunder, the Township shall strictly comply, and shall cause its Representatives to strictly comply with the OEB Requirements, the requirements, policies or procedures of the Contractor, the ARC, MFIPPA and all other Laws and Regulations; and
- (e) the Contractor agrees and acknowledges that if any Personal Information is disclosed by the Township to the Contractor or its Representatives, the Contractor shall strictly comply and shall cause its Representatives to strictly comply with the requirements of MFIPPA and such other requirements, policies or procedures of the Township related to or arising from such disclosures, and all other Laws and Regulations.

11.7 Except for disclosures made pursuant to Section 11.6, as required by Laws and Regulations or any Governmental Authority or as required to fulfil the terms of this Agreement, each Party shall be responsible for any breach of this Agreement by the Party, its Representatives and any person to whom it discloses any Confidential Information or Personal Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information or Personal Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

11.8 Subject to Laws and Regulations, upon completion or termination of this Agreement, or upon ten (10) days written notice from the Disclosing Party requesting return or destruction of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party or destroy, without retaining any copies thereof unless otherwise required by Laws and Regulations, all such Confidential Information.

12. Records Maintenance

12.1 Each Party shall maintain all relevant records relating to the performance of the Services for the Minimum Retention Period or such longer period of time as may be required under Laws and Regulations. Each Party shall provide those records to the other Party upon request and without delay, including as and when a Party requires the records for purposes of complying with Laws and Regulations or for purpose of responding to a request from or in a proceeding under the authority of a Governmental Authority.

13. Default and Remedies

13.1 The occurrence of any one or more of the following events shall constitute a default (a "**Default**") by a Party (the "**Defaulting Party**") under this Agreement and shall constitute an "**Event of Default**" if such Default is not remedied prior to the expiry of any notice period and any cure period applicable to such Default:

- (a) if the Defaulting Party fails to pay any amount due to the other Party under this Agreement and such failure shall continue unremedied for sixty (60) days following notice in writing thereof to the Defaulting Party by the other Party; or
- (b) if the Defaulting Party fails in any material respect to perform or observe any of its other material obligations under this Agreement and such failure shall continue unremedied for a period of sixty (60) days following notice in writing thereof (giving particulars of the failure in reasonable detail) from the other Party to the Defaulting Party or such longer period as may be reasonably necessary to cure such failure (if such failure is capable of being cured), provided that the Defaulting Party:
 - (i) proceeds with all due diligence to cure or cause to be cured such failure; and
 - (ii) in proceeding so, can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the other Party acting reasonably.

13.2 Unless otherwise agreed to in writing, in the event of an Event of Default the non-defaulting Party may terminate this Agreement as it relates to the non-defaulting Party upon notice in writing and all amounts payable by the defaulting Party hereunder, including under Section 6, shall become due and payable forthwith. The remedies in this Section 13 are expressly in lieu of any or all of the remedies which may be available to a Party in respect of or under this Agreement resulting from the furnishing, the failure to furnish or the quality of any Services.

14. Successors and Assigns

14.1 This Agreement shall enure to the benefit and be binding upon the Parties hereto and their respective successors and assigns, provided that there shall be no assignment of this Agreement without the prior written consent of the Parties hereto. The foregoing shall not

prevent the Contractor from contracting out the performance of any of its obligations hereunder.

14.2 Written consent under Section 14.1 is not required where the transfer of the Agreement responsibilities to a successor or assign is necessary to fulfil the Party's statutory or regulatory obligations.

15. Notice of Claims

15.1 The Township shall promptly give written notice to the Contractor, and the Contractor shall promptly give notice to the Township, of all material claims, proceedings, notices of regulatory non-compliance from any regulatory authority, disputes (including labour disputes) or litigation which it reasonably believes could have a material adverse effect on the fulfilment of any of the material terms hereof by the Township or the Contractor (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.

16. Insurance

16.1 Neither Party nor any of its subcontractors shall commence the performance of Services until such Party has obtained, at its own expense, the following minimum insurance coverage which it shall maintain in full force and effect for the duration of the Term:

- (a) Commercial General Liability insurance with limits of at least \$10,000,000.00 per occurrence involving bodily injury, personal injury, death, or property damage, with the other Party listed as an additional insured and including a cross-liability provision, and coverage for completed operations, non-owned auto, tenant's legal liability, coverage for hazardous operations, and contractual liability;
- (b) Professional Liability/Errors and Omissions Insurance that has limits of not less than \$5,000,000 per claim. The policy must be in place continuously from the commencement of the Agreement until two (2) years after the expiration of the Term;
- (c) Workers' Compensation Insurance applicable in the Province of Ontario for the Services or any portion of the Services is to be performed. The applicable Party shall ensure that all subcontractors, suppliers, agents, and invitees also qualify and carry such required insurance before providing Services. In the event that a subcontractor is exempt from workers compensation laws or requirements, (1) a letter to this effect must be written and signed by the workers compensation authority or applicable board for the jurisdiction in which the Services is to be performed, and

- (d) delivered to the Parties prior to commencement of any Services and (2) the Commercial General Liability insurance required under Section 16.1(a) is to include Employer's Liability coverage.
- (e) Automobile Liability Insurance in compliance with any and all statutory motor vehicle liability requirements, for all owned, hired and non-owned vehicles in a Party's care, custody & control, with a Combined Single Limit of \$2,000,000 Bodily Injury Liability and Property Damage Liability per occurrence; and
- (f) Umbrella/Excess Liability Insurance may be in place to satisfy the insurance requirements set out in this Section 16.1, where applicable.

Neither Party shall cancel, allow to lapse or materially change in any way the insurance required pursuant to this Section 16.1 until 30 days after written notice of same is provided to the other Party. If a Party fails to provide or to maintain the insurance required by this Section 16.1, then the other Party shall have the right to provide and maintain such insurance, at the non-compliant Party's sole cost and expense.

16.2 All insurance must be placed with carriers holding a minimum financial rating of A-or better with A.M. Best and with insurers licensed to underwrite insurance in Canada. No requirement above shall impose on either Party a duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the other Party, nor shall either Party be responsible for any representations or warranties made by the other Party to any insurance company or underwriter. All insurance shall be primary over and noncontributing with, and not in excess of, any other insurance held or obtained by the other Party.

16.3 Each Party shall be responsible for the deductible amounts owing under its insurance policies.

17. Limitation of Liability

17.1 Other than as provided in Section 6(b), a Party's liability to the other Party hereunder in any fiscal year shall be limited to an aggregate dollar amount equal to the costs incurred by the Township for the Services to be provided by the Contractor in respect of such year in accordance with the Schedules hereto and shall be limited to direct damages. Neither Party will be liable to the other for any special, indirect, incidental or consequential damages, lost business revenue, loss of profits, whether based on breach of contract or tort (including negligence) or otherwise.

18. Representations and Warranties of the Contractor

18.1 The Contractor hereby represents and warrants to the Township as follows and acknowledges that the Township is relying on such representations and warranties in connection herewith:

- (a) the Contractor is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and

privileges to execute and deliver this Agreement and to perform its obligations hereunder;

- (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;
- (c) this Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor by the Township in accordance with its terms; and
- (d) the Contractor has the necessary resources and expertise to acquire or perform the Services and its obligations hereunder.

19. Representations and Warranties of the Township

19.1 the Township hereby represents and warrants to the Contractor as follows and acknowledges that the Contractor is relying on such representations and warranties in connection herewith:

- (a) the Township is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and
- (c) this Agreement has been duly executed and delivered by the Township and constitutes a legal, valid and binding obligation of the Township, enforceable against the Township by the Contractor in accordance with its terms.

20. Notices

20.1 All notices required or desired to be given to any Party in connection with this Agreement or arising therefrom shall be in writing and shall be given by prepaid post or hand delivery at the following addresses:

To the Township:

The Corporation of the Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON
N0G 2E0

Attention: CAO

To the Contractor:

Wellington North Power Inc.
290 Queen Street West, P.O. Box 359
Mount Forest, ON
N0G 2L0

Attention: CEO/President

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

21. Amendments

21.1 Subject to any provisions of the Agreement to the contrary, any of the terms of this Agreement may be amended with the consent of both Parties and any and all amendments shall be in writing and executed by the appropriate authorized signing officers of each Party. All amendments shall be supplemental and form part of this Agreement.

22. Termination of Prior Agreements

22.1 In the event that, immediately preceding the date hereof, either Party was providing Services to the other Party (collectively, "**Prior Services**") pursuant to formal or informal arrangements effected verbally or in writing (collectively, "**Prior Agreements**"), the Parties agree that such Prior Agreements shall terminate on the date of this Agreement.

22.2 Any settlement of accounts in relation to a Prior Agreement shall be completed within 90 days of the date hereof (the "**Settlement Period**"). Upon expiration of the Settlement Period, all accounts in relation to the Prior Agreements shall be deemed to be fully settled and closed. The Parties acknowledge and agree that any failure by either Party to terminate or fulfil its obligations pursuant to a Prior Agreement or any action associated therewith shall not delay, hinder, modify, or invalidate any provision of this Agreement.

23. General

23.1 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. If any clause is deemed unenforceable or contrary to law, the parties shall alter the said clause and this agreement to produce enforceability or compliance with law such that the intent of the original clause is maintained and such change or alteration may be established through the dispute resolution clause in this agreement.

- 23.2** No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 23.3** This Agreement constitutes the entire agreement among the Parties with respect to the Services, and there are no other representations, understandings or agreements, either oral or written, between the Parties other than as herein set forth.
- 23.4** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws. The Parties hereby agree that, subject to Section 7, the courts of the Province of Ontario shall have exclusive jurisdiction over disputes under this Agreement, and the Parties agree that jurisdiction and venue in such courts is appropriate and irrevocably attach to the jurisdiction of such courts.
- 23.5** The terms of Sections 4, 6, 7, 8, 11, 12, 15, 16, 17, 20, 23.4 and 23.9 shall survive the expiration of this Agreement or termination of this Agreement for any reason.
- 23.6** Subject to Section 6.1, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- 23.7** The Parties agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the Parties shall execute and deliver or cause to be executed and delivered any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder.
- 23.8** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.
- 23.9** The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 23.10** This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties.

[signature page follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written.

WELLINGTON NORTH POWER INC.

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

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

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE A SERVICES

1. Objective

The Services shall be carried out by the Contractor with the objective of always having all municipally owned streetlights within the Township in proper working order to maximize safety for the users of roads and public rights-of-way within the Township.

2. Description of Services

- (a) As described in the Service Level Standards, the Contractor shall repair, replace, or otherwise render in good working order any and all defective parts of the Streetlights in accordance with the Service Level Standards.
- (b) The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services, and materials, including a qualified lighting maintenance technician (or technicians), as determined by the Electrical Safety Authority, and a service vehicle, and perform all work necessary to maintain in good workmanlike manner all Streetlights.

Streetlights include:

- i) All roadway streetlights owned by the Township of Wellington North,
 - ii) “Children at Play” signs on Highway 6 and Highway 89 in Mount Forest.
- (c) The Township may from time to time submit to the Contractor, as provided in Section 3 of this Schedule A, a request (a “**Service Request**”) for repair or replacement of a Streetlight.
 - (d) Safety lighting (where the safety light is on the same pole as a traffic signal), is expressly excluded from the scope of the Services.
 - (e) The Services shall include:
 - (i) responses to Service Requests and Non-Routine Service Requests (during both standard and non-standard business hours) in accordance with the Service Level Standards set out in Section 4 of this Schedule A and replacement of the entire pole, arm, and foundation as necessary, whether due to accident, weather, geological event, or other reason,
 - (ii) telephone dispatch services, nighttime inspections, database management of the Township owned streetlights within the WNP’s service territory, reporting and being on call for repairs as needed,
 - (iii) inspecting, checking, elementary testing, cleaning, lubricating, and performing minor repairs on all Streetlight system components, including luminaires, lighting brackets, wiring, poles, frangible and safety bases, pads and footings, lowering and raising devices, sub-stations, distribution assemblies, cabinets and power supplies on a regular basis,

- (iv) locating services for streetlights owned by the Township and other Township facilities specifically the recreation facility ball diamond lighting in Arthur and Mount Forest and various pump well houses. Drawings to be provided by the Township for ball diamond lights and well houses as well as the Mount Forest downtown streetlights. Excluded are traffic signals and the wastewater treatment plants.
- (v) visual inspection and repair of all grounding and bonding connections and terminations once every four to five years, including checking that all connections and terminations are tight; and those wires are not corroded, frayed, or broken, and
- (vi) testing, repair, and replacement of faulty components on all Streetlight system components, including luminaires, lighting brackets, wiring, grounding, poles, pole bases, frangible and safety bases, pads, and footings, lowering and raising devices, sub-stations, distribution assemblies, cabinets and power supplies a minimum of once every four years, ensuring that luminaires that are replaced should be replaced with luminaires of similar photometric performance, or as directed by the Township.
- (vii) Excluded are design and photometric studies.

3. Service Request

A Service Request shall be made as follows:

Option 1

Contact the office during normal business hours making the service request directly through a Customer Service Representative who will generate a work order.

Option 2

Email the service request to customerservice@wellingtonnorthpower.com. A Customer Service Representative will acknowledge receipt and generate a work order.

A Service Request in respect of a Critical Failure (a “**Non-Routine Service Request**”) shall be made as follows:

Contact the after-hours emergency service by calling 519 323-1710. The service will dispatch the on-call technician.

4. Service Level Standards

The Contractor shall meet the following service level standards:

- (a) The service level standard applicable to a Service Request is a response by a maintenance crew visiting the site that is the subject of the Service Request within five working days.
- (b) Night patrol for burnouts or cycling Streetlights should be conducted monthly, such that all streetlights in the Township are observed in a “drive-by” inspection 12 times per year.
- (c) Day patrol for lights that remain on improperly should be conducted twice per year.
- (d) All Streetlights identified as defective through proactive patrol should be repaired within five business days of the end of the patrol cycle.
- (e) Locates for Emergency Service Requests are to be completed within two hours of such request.
- (f) Locates for Service Requests that are Routine (Non-emergency) Service Requests are to be completed within five working days.
- (g) The Contractor shall ensure that work performed on Streetlights is inspected by the Electrical Safety Authority (ESA) as required pursuant to the OESC.
- (h) When required for the purposes of the electrical work, all electrical components installed, replaced, or repaired by the Contractor shall be in accordance with CSA standards, as applicable, and other Laws and Regulations. In the event of conflict in any Laws and Regulations, the strictest regulation shall prevail.

Other than as expressly provided in this Agreement, the Township shall be responsible for monitoring Streetlights.

5. Routine Maintenance and Inspection Reports

Routine maintenance and inspection reports should be completed by the Contractor and provided annually to the Township for all routine maintenance activities and should contain the following information:

- (a) date, time, and origin of report,
- (b) location of deficiency,
- (c) date and time of arrival at the site,
- (d) defects as observed,
- (e) steps taken to rectify the defects and description of repair work completed,
- (f) inspection reports shall include status of the following functions:
 - (i) operational status,

- (ii) status of all protection equipment – surge protectors, breakers, lightning arrestors, etc.,
 - (iii) conditions and status of all hardware, poles, luminaires, etc.
- (g) status of all grounding and bonding equipment,
- (h) any additional or follow-up work that may be required and the relative urgency of the follow-up work required and temporary repairs made,
- (i) all reports must contain full details of work performed, and
- (j) date and time repairs were completed.

6. Non-Routine Maintenance and Inspection Reports

Non-routine maintenance and inspection reports should be completed by the Contractor and provided annually to the Township for all maintenance activities in respect of Critical Failures and should contain the following information:

- (a) date, time, and origin of report,
- (b) location of deficiency,
- (c) date and time of arrival at the site,
- (d) defects as observed,
- (e) steps taken to rectify the defects and description of repair work completed,
- (f) inspection reports shall include status of the following functions:
 - (i) operational status,
 - (ii) status of all protection equipment – surge protectors, breakers, lightning arrestors, etc., and
 - (iii) conditions and status of all hardware, poles, luminaires, etc.,
- (g) status of all grounding and bonding equipment,
- (h) any additional or follow-up work that may be required and the relative urgency,
- (i) follow-up work required and temporary repairs made,
- (j) note of any police officer's name and badge number and complete damage report,

- (k) detailing material and repairs required,
- (l) record incident or motor vehicle collision number if available,
- (m) all reports must contain full details of work performed, and
- (n) date and time repairs were completed.

7. Emergency Locates

Emergency Locates shall be appropriate to deal with emergency repairs to protect public and worker safety and to repair roadway infrastructure or other infrastructure within the roadway right-of-way (e.g. utilities). Emergency Locates shall be obtained by the Contractor with the same service levels as Non-Routine Service Requests.

8. Outcome Targets

The Contractor shall make commercially reasonable efforts to maintain the Streetlights and associated infrastructure such that the following outcome targets are met or exceeded:

Feature	Outcome Targets
Roadway Lighting System	<ul style="list-style-type: none"> • Response to all Critical Failures in a timely manner from the time of detection or being made aware of the Critical Failure. • Permanent or temporary repairs completed or made safe before leaving the site • Permanent repairs completed in a timely manner. • For continuous lighting, the percentage or number of luminaires not functioning, and the duration of the non-functioning, does not exceed the limits in the “Minimum Maintenance Standards for Municipal Highways” (Ontario Regulation 239/02). • For partial lighting, no more than 30% of the luminaires connected to a power supply not functioning, and no single luminaire not functioning for more than 14 days from the date of being made aware of, or upon detection of, the failure. • Bonding and grounding System Components perform their intended function and comply with the Ontario Electrical Safety Code in place on the date of installation.

9. Apportionment of Risk

The Contractor shall be liable as provided in this Agreement for risks associated with failure to provide the services as described and the service level standards provided herein and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. The Township shall be liable as provided herein for risks associated with

failure to compensate the Contractor and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. Each Party shall also bear risks associated with its indemnification obligation as provided in Section 6 hereof.

**SCHEDULE B
SERVICES**

1. “Time and Materials” Basis

The Services shall be provided by the Contractor to the Township on a on a “time and materials” per the appropriate unit price(s) as provided in this Schedule B.

2. Rates

All materials will be charged by the Contractor at its own cost. All labour will be charged at the applicable rate set out in Section 2 of this Schedule B. The applicable rates represent the Contractor’s Fully Allocated Cost associated with each category of Contractor Personnel likely to provide Services under this Agreement. Where Contractor Personnel providing Services are not listed in Part B, then the Contractor will apply the appropriate Fully Allocated Cost for such person.

Charge-Out line item	Rate
Powerline worker	\$87/Hour
Bucket Truck	\$75/Hour

[Rates set for 2023. Powerline worker rate will increase 1.5% for 2024 and 2025. Rates will be renegotiated for 2026.]

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

BY-LAW NUMBER 118-22

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A PARKING AGREEMENT BETWEEN THE PENTECOSTAL
ASSEMBLIES, THE CORPORATION OF THE COUNTY OF
WELLINGTON AND THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North, the Pentecostal Assemblies and the Corporation of the County of wish to enter into a Parking 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 the Pentecostal Assemblies and the Corporation of the County in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

Agreement for Parking

BETWEEN: The Pentecostal Assemblies
(hereinafter called the "Owner")

AND: The Corporation of the County of Wellington
(hereinafter called the "County")

AND: The Corporation of the Township of Wellington North
(hereinafter called the "Township")

WHEREAS the Owner owns the property known as 121 Charles Street East, Arthur Ontario (121 Charles)

AND WHEREAS the County owns the property known as 110 Charles Street East, Arthur Ontario (110 Charles)

AND WHEREAS the Township acts as an intermediary between the Party of the Second Part regarding lease arrangements located in the building at 110 Charles Street East, Arthur, Ontario (110 Charles);

AND WHEREAS 110 Charles and 121 Charles are shown on Schedule A attached.

AND WHEREAS the Owner has agreed to enter into an agreement for parking with the County at their property known as 121 Charles Street Arthur, Ontario in the East parking lot (parking lot);

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

1. The Owner shall permit the employees and tenants of the County facility to park in the parking lot at 121 Charles Street.
2. The Owner shall provide the use of the parking lot at no cost to the County.
3. The Township shall stabilize and grade the parking lot at 121 Charles at their expense.
4. The County shall install and maintain signage in the parking lot at 121 Charles indicating parking is for employee and tenants only of 110 Charles.
5. The County shall install and maintain signage at their property at 110 Charles indicating employee and tenant parking is located at 121 Charles.

6. The County shall provide the Owner with a certificate of insurance showing the Owner as an additional insured;
7. The County acknowledges that the Owner requires the use of the parking lot for one week every summer;
8. The Owner shall notify the County in writing, 30 days in advance of the days required in clause 7;
9. The County, on receiving notification in clause 8, shall provide notice to employees and tenants that they shall not be permitted to park in the parking lot during the days referring to in clause 7;
10. The County shall provide winter maintenance to 121 Charles with the right of first refusal for the work to be granted to the contractor Intercounty Interlock who is currently providing service to the Owner in the West parking lot;
11. Notwithstanding clause 10, should the contractor who is currently providing service to the Owner for the West parking lot not wish to undertake the work, or ceases to provide the service in the future, the County shall be free to contract out this work or undertake it themselves.
12. All notifications referred to in this agreement shall be sent to:

PENTECOSTAL ASSEMBLIES
CONTACT
ADDRESS
EMAIL
PHONE

COUNTY OF WELLINGTON
Clerk
74 Woolwich St.
Guelph, Ontario N1H 3T9,
donnab@wellington.ca
519.837.2600

TOWNSHIP OF WELLINGTON NORTH
Clerk
7490 Sideroad 7 W, Kenilworth N0G 2E0
kwallace@wellington-north.com
519-848-3620

13. This agreement shall commence on January 1, 2023 and continue in force for a period of five (5) years therefrom and shall automatically renew unless either party provides written 60 day notice;

14. IN WITNESS WHEREOF the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf

THE PENTECOSTAL ASSEMBLIES

Per: _____
Name, Title

Per: _____
Name, Title

Date: _____

Corporate Seal

THE CORPORATION OF COUNTY OF WELLINGTON

Per: _____
Donna Bryce, Clerk

Date: _____

I have the authority to bind the Corporation

THE TOWNSHIP OF WELLINGTON NORTH

Per _____
Andrew Lennox, Mayor

Date: _____

Per _____
Karren Wallace, Clerk

Date: _____

I have the authority to bind the Corporation



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



Wellington North Women in Military Service in World Wars I and II

When Canadian women served in both World Wars, it was mostly on the home front, raising money and replacing men whose military service took them away from all types of work. In World War I, they also served as nurses in the Canadian Army Nursing Service. Nursing Sister Alice Cook of Mount Forest gave her life to the service of injured and ill soldiers in a wartime Toronto hospital, dying of influenza at age 25. Her story was shared as our November 2020 Cultural Moment.

By World War II, although women were not allowed to serve in combat, they took on many crucial roles in the various services both in Canada and in Europe. Women of Wellington North were well represented in nearly every branch.

Two Raftis sisters from West Luther, Genevieve Marie, and Mary Marcella, enlisted in the Women's Royal Canadian Naval Service (*WRCNS also known familiarly as Wrens*), trained on HMCS Conestoga and were posted in 1945 to HMCS Stadacona Base, Halifax. There they served as nurses aids as well as taking on other necessary work. Marjorie Driscoll, from Arthur, also served in the WRCNS, the fourth member of her family to sign up. She had already earned her Bachelor's degree at the University of Toronto.

Erie Mae Jackson of Conn, a prolific writer throughout her life, especially of biographical and autobiographical books, joined the Canadian Women's Army Corps in 1944. She rose to the rank of Sergeant and qualified as a Non-commissioned Officer. The Wellington County Museum holds her writings.

Several women followed their brothers or cousins into service. Pearl Ida Day joined the CWAC, in Toronto, while her four brothers served overseas. Mildred Colwill, who also enlisted in the Women's Army Corps, in 1942, was the sixth member of her family to serve in the Army.

Isabel Jean Mullin joined the Army in the spring of 1942, at 18, and served in the Women's Army Corps. She was transferred to England where she worked as a driver for Canadian Army Officers.

In some cases, little information is easily available on these resolute women. Claire Connell, for instance, is only briefly noted in the Arthur Enterprise-News in 1944: "Miss Claire Connell joined the RCAF". Many may now be known only to their families or to the keepers of military records.

No matter how they have been remembered, these Wellington North women must always be honoured for their loyalty and courage in answering their country's call to service. They set the bar for those local women who are currently doing the same.

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

BY-LAW NUMBER 119-22

**BEING A BY-LAW CONCERNING THE COLLECTIVE AGREEMENT
WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)
LOCAL 255.11 AND THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH.**

WHEREAS the Corporation of the Township of Wellington North deems it advisable to ratify by by-law the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 255.11;

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

1. All provisions as outlined in substantially the same form as the draft agreement attached hereto as Schedule "A", and forming the Collective Agreement between the Corporation of the Township of Wellington North and C.U.P.E. Local 255.11, shall form the basis of wage rates and working conditions for the period July 1, 2022 to June 30, 2024.
2. That the Mayor and the Chief Administrative Officer 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.
3. All amendments shall be presented to Council in the form of a replacement by-law.
4. This by-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH
DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

BROOKE LAMBERT, CAO

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

BY-LAW NUMBER 120-22

**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
NOVEMBER 7, 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 November 7, 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 7TH DAY OF NOVEMBER, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK