THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AGENDA OF REGULAR COUNCIL MEETING – APRIL 22, 2025 AT 7:00 P.M. MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING

HOW TO JOIN

Join from a PC, Mac, iPad, iPhone or Android device: <u>Use this URL to join</u> Or join by phone 855 703 8985 (Toll Free) or 1 647 374 4685 (long distance charges may apply) Webinar ID: 862 3260 5302

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the April 22, 2025 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

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

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

Recommendation:

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

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

REPORTS

a) Verbal Report CAO Community Member Recognition

REVIEW OF CLOSED SESSION MINUTES

April 7, 2025

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.

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Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-007 Arthur land acquisition negotiations;

AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the April 7, 2025 Council Meeting.

O'CANADA

COUNTY COUNCIL UPDATE

Campbell Cork

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the April 22, 2025, Regular Meeting of Council at : p.m. for the purpose of holding meetings under the Planning Act.

COMMITTEE OF ADJUSTMENT

- A07/25 Minor Variance 5053745 Ontario Inc.
- A08/25 Minor Variance Cleon Weber

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the April 22, 2025 Regular Meeting of Council at : p.m.

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING	
1. Regular Meeting of Council, April 7, 2025	008
2. Public Meeting, April 7, 2025	017
Recommendation: THAT the minutes of the Regular Meeting of Council and the Public Meeting held on April 7, 2025 be adopted as circulated.	
BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL	

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 April 7, 2025 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

ITEMS FOR CONSIDERATION

- 1. PLANNING
 - a. Planning Report from Asavari Jadhav-Admane, Planner, County of Wellington, dated April 14, 2025 regarding a zoning by-law amendment (ZBA 02/25) on Lot 25 on Plan 61M248, 321 Domville St, Arthur Cachet Development (Arthur) Inc.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report from Asavari Jadhav-Admane, Planner, County of Wellington, dated April 14, 2025; AND THAT Council support the Zoning By-law Amendment; AND FURTHER THAT the Mayor and Clerk be authorized to sign Bylaw No. 025-2025.

b. Planning Report from Asavari Jadhav-Admane, Planner and Jamie Barnes, Junior Planner, County of Wellington, dated April 14, 2025 regarding a Zoning By-law Amendment (ZBA 06-25) Removal of Holding (H) Provision on the property known as 9442 Highway 6, Arthur (Martin)

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report from Asavari Jadhav-Admane, Planner AND THAT Council support the removal of the holding provision; AND FURTHER THAT the Mayor and Clerk be authorized to sign Bylaw No. 026-2025.

- 2. BUILDING
 - 033 a. Report CBO 2025-007 Building Permit Review March 2025

Recommendation:

020

028

035

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-002 being the Building Permit Review for the month of March, 2024.

- 3. COMMUNITY & ECONOMIC DEVELOPMENT
 - a. Report C&ED 2025-014 on the Tang's Restaurant Community Improvement Plan application

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-014 on the Tang's Restaurant Community Improvement Plan application;

AND THAT Council approve a Façade Improvement Grant in the amount of \$2,500 to Tang's Restaurant for façade upgrades.

b. Report C&ED 2025-015 - RFP 2025-009 Lion Merv Weber Playground 040

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report 2025-015 being a report on the award of RFP 2025-009 for the upgrades to Lion Merv Weber Playground;

AND THAT the Council award Proposal 2025-009 to Park N Water Ltd at a total cost to the Township of \$149,651.44 (including HST);

AND FURHTER THAT Council approve a 6% contingency fee subject to the outcome of the community consultation;

AND FURTHUR THAT Council authorize staff to sign any necessary agreements with Park N Water Ltd.

4. INFRASTRUCTURE

a. Report INF 2025-009 2025 Sewage Allocation

044

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-009 2025 Sewage Allocation;

AND THAT Council review and adopt the 2025 Reserve Capacity Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services Limited dated March 13, 2025; AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with the following developers in Wellington North:

- Mamta Developments Cork Street Subdivision 50 Units;
- 5053745 Ontario Inc. (Wilson Developments) 446 Wellington Street E – 24 Units; and
- Deer Ridge heights Inc. Subdivision 75 Units.

AND FURTHER THAT Council award the necessary units to allow the Building Department to have twenty (20) units of sewage allocation for each urban centre, Arthur and Mount Forest, for distribution during 2025 for infill lots;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any bylaws to enter into the any necessary agreements;

AND FURTHER THAT Council direct staff to submit a copy of this resolution, copies of the reports prepared by Triton Engineering Services Limited, and the resolution from this report to the Ministry of the Environment, Conservation & Parks.

5. ADMINISTRATION

a. Report CAO 2025-006, Fleet Management Policy Update

080

Recommendation

THAT Township of Wellington North Council receive for information Report CAO 2025-006, Fleet Management Policy Update;

AND THAT Council endorses the updates to the Fleet Management Policy as outlined in this report;

AND FURTHER THAT Council approves the update to the Township of Wellington North's mileage reimbursement rate to reflect the Canada Revenue Agencies (CRA) annual rate and that this rate be adjusted on the same schedule;

AND FURTHER THAT Council direct the Joint Fire Services Management Team to develop a Fleet Management Policy for Fire Services vehicles to be considered at a future date.

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

- Wellington North Cultural Roundtable
- Upper Grand Trailway Wellington Sub Committee

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• Mount Forest Aquatic Ad Hoc Advisory Committee

Councillor Burke (Ward 2):

- Mount Forest Business Improvement Area
- North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors
- Mount Forest Aquatic Ad Hoc Advisory Committee
- Mount Forest Fireworks Festival Committee
- Lynes Blacksmith Shop Committee

Councillor Hern (Ward 3):

- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur Business Improvement Area
- Grand River Conservation Authority

Councillor McCabe (Ward 4):

- Wellington County Farm Safety Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee
- ROMA Zone 2 Chair

Mayor Lennox:

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

BY-LAWS

a.	By-law Number 025-2025 being a By-law to amend By-law 66-01 being a zoning by-law for the Township of Wellington North (Cachet Developments)	097
b.	By-law Number 026-2025 being a By-law to amend By-law 66-01 being a zoning by-law for the Township of Wellington North (remove holding provision Martin)	101
C.	By-law Number 027-2025 being a By-law to enter into a Transfer Payment Agreement with the Fire Marshall	104
Re	commendation:	
	AT By-law Number 025-2025, By-law Number 026-2025 and By-law	
	mber 027-2025 be read and passed.	
	•	
CU	ILTURAL MOMENT	

• Celebrating Dinah Christie

CONFIRMING BY-LAW

Recommendation:

132

130

THAT By-law Number 028-2025 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on April 22, 2025 be read and passed.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of April 22, 2025 be adjourned at _____ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTSMount Forest Community Centre Open
House (320 King St.)Wednesday, April 23, 2025
8:00 p.m.9:00 a.m. to
8:00 p.m.Volunteer and Newcomers Event, Arthur
and Area Community CentreThursday, May 1, 20254:30 p.m. to
7:00 p.m.Regular Council MeetingMonday, May 5, 20252:00 p.m.

Mount Forest Community Centre OpenWednesday, May 7, 20259:00 a.m. toHouse (320 King St.)8:00 p.m.

Council Agenda April 22, 2025 Page 8 of 132 THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH MINUTES OF REGULAR COUNCIL MEETING – APRIL 7, 2025 AT 2:00 P.M. CLOSED SESSION PRIOR TO OPEN SESSION AT 1:00 P.M. MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING April 7, 2025 Township of Wellington North Council Meeting (you tube)

> Mayor: Andrew Lennox Councillors: Sherry Burke Lisa Hern (via Zoom) Steve McCabe Penny Renken

Staff Present:

Members Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to the CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Manager of Infrastructure and Engineering:	Tammy Stevenson
Manager Recreation Community & Economic Development:	Mandy Jones
Community Development Coordinator:	Mike Wilson
Planner:	Zach Prince

CALLING TO ORDER

Mayor Lennox called the meeting to order

ADOPTION OF THE AGENDA

RESOLUTION: 2025-101 Moved: Councillor Burke Seconded: Councillor McCabe THAT the Agenda for the April 7, 2025 Regular Meeting of Council be accepted and passed. CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke declared an indirect pecuniary interest with the following:

ITEMS FOR CONSIDERATION

- 2. PLANNING
- a. Report DEV 2025-007, Consent Application B7-25 Trevor Scott & Crystal Stewart

Her employer worked on the application

and,

7. COUNCIL

b. Municipality of West Grey, Notice of Complete Application & Public Meeting, Zoning Bylaw Amendment No. ZA08.2025, (114, 119, 122 Norpark Avenue)

One of the addresses listed on the zoning amendment notice is her employer's office space.

Councillor Hern declared a deemed pecuniary interest with the following:

ITEMS FOR CONSIDERATION

- 5. FINANCE
- a) Vendor Cheque Register Report, January 20, 2025

Her husband is employed by one of the payees

CLOSED MEETING SESSION

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

RESOLUTION: 2025-102

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:02 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

CARRIED

- 1. REPORTS
 - Report INF 2025-007 Arthur land acquisition negotiations
 - Verbal report on legal advice received
- 2. REVIEW OF CLOSED SESSION MINUTES
 - March 10, 2025
- 3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2025-103

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:57 p.m. CARRIED

RESOLUTION: 2025-104

Moved: Councillor Renken Seconded: Councillor Hern THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-007 Arthur land acquisition negotiations;

AND THAT Council approve the confidential direction to staff. CARRIED

RESOLUTION: 2025-105 Moved: Councillor McCabe Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the verbal report on legal advice received;

AND THAT Council approve the confidential direction to staff. CARRIED

RESOLUTION: 2025-106 Moved: Councillor Renken Seconded: Councillor Hern THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the March 10, 2025 Council Meeting. CARRIED

O'CANADA

PRESENTATIONS

- 1. Staff Sergeant Karen Medeiros, Acting Detachment Commander
 - Wellington O.P.P. Detachment Board Report 2024 Year End

Staff Sergeant Medeiros, Acting Detachment Commander, presented the Wellington O.P.P. Detachment Board Report for the 2024 Year End

- Community Street Crime Unit
- Traffic Management Unit
- Community Response Unit
- Auxiliary Unit
- Calls for Service
- 2024 Top Calls for Service

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2025-107 Moved: Councillor McCabe Seconded: Councillor Burke THAT the Council of the Corporation of the Township of Wellington North recess the April 7, 2025 Regular Meeting of Council at 2:22 p.m. for the purpose of holding meetings under the Planning Act. CARRIED

COMMITTEE OF ADJUSTMENT

• A06 Minor Variance - Bev Gibson

PUBLIC MEETING

• ZBA 04/25 Aitken Custom Framing Limited and Jason William Aitken

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2025-108 Moved: Councillor Burke Seconded: Councillor McCabe THAT the Council of the Corporation of the Township of Wellington North resume the April 7, 2025 Regular Meeting of Council at 2:37 p.m. CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

 By-law Number 022-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Park Lot 10 South of Princess St, Plan of Mount Forest, now in the Township of Wellington North; Part 1 on 61R-21401 - Aitken Custom Framing Limited and Jason William Aitken)

RESOLUTION: 2025-109

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Number 022-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read and passed. (Part Park Lot 10 South of Princess St, Plan of Mount Forest, now in the Township of Wellington North; Part 1 on 61R-21401 - Aitken Custom Framing Limited and Jason William Aitken)

CARRIED

DEPUTATIONS

- 1. John and Julie Benns
 - Flooding at 460 Clyde Street

Mr. Benns appeared virtually to express concerns regarding flooding that occurred on his property which he felt was caused by a culvert installation in 2024 to divert water from higher ground to a ditch attached to their property to accommodate development. They would like to have the culvert removed as they are at the lowest point of the street and now taking in extra water.

Mayor Lennox stated that Council is very aware of the impact of the rapid snow melt on their property, and staff are engaged with our engineering team to review the situation and try to prevent it from reoccurring. Before everything is finalized the members of the neighbourhood will be asked to participate in the process to make sure all issues are identified to ensure preexisting challenges are also taken care of at the same time.

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QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

No questions on agenda items registered.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, March 24, 2025

RESOLUTION: 2025-110 Moved: Councillor McCabe Seconded: Councillor Burke THAT the minutes of the Regular Meeting of Council held on March 24, 2025 be adopted as circulated. CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

No business arising from previous meetings of Council

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 3a, 4a, 5a, 7b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2025-111 Moved: Councillor Renken Seconded: Councillor Hern

THAT all items listed under Items For Consideration on the April 7, 2025 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Association Meeting held on March 18, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the Maitland Valley Conservation Authority minutes of Membership Meeting #1-2025 held on January 22, 2025, and the Annual Meeting of the Membership #2-2025 held on February 26, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-005 being the Building Permit Review for the month of January 2025.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-006 being the Building Permit Review for the month of February 2025.

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-008 being a report on Eastridge Landing Subdivision (Arthur) Phase 3 - Stage 4 Preliminary Acceptance and Security Reduction;

AND THAT Council receive the correspondence from Frank Vanderloo, B.M. Ross And Associates Limited, dated March 5, 2025, regarding Eastridge Landing Subdivision (Arthur) Phase 3 – Stage 4 Preliminary Acceptance and Security Reduction;

AND FURTHER THAT Council grant 2073022 Ontario Inc. (James Coffey) Preliminary Acceptance for Stage 4 of Phase 4 (Walsh Street, Lots 1 to 29; Blocks 62& 63) of the Eastridge Landing Subdivision (Draft Plan 23T-13001) effective November 7, 2024;

AND FURTHER THAT Council grant 2073022 Ontario Inc. (James Coffey) a reduction in Phase 3 securities to \$120,000.00.

THAT the Council of the Corporation of the Township of Wellington North receive the Crime Stoppers Guelph Wellington Spring 2025 Newsletter

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

Councillor Burke left the meeting as she had previously declared a pecuniary interest with Report DEV 2025-007.

RESOLUTION: 2025-112 Moved: Councillor McCabe Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-007 Consent Application B7-25 Trevor Scott and Crystal Stewart. (Severance).

AND THAT Council support consent application B7-25 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 \$250.00 for Township Clearance Letter of conditions or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT driveway access for both the severed and retained lands is to the satisfaction of the Township of Wellington North and prior to constructing a new entrance or modifying an existing entrance, the Owner must obtain an Entrance Permit;
- THAT the Owner provides documentation that existing municipal and private service(s) location are within the retained parcel, with no encroachments to the lands to be severed. The existing water service, sanitary service and/or storm service to be located by utility locates including field line painting and electronic copy on private property be filed with the Infrastructure Services department, to the satisfaction of the Township;

- THAT if the existing municipal or private service(s) for the retained lands trespasses onto the severed lands, a new service shall be installed through the Service Connection Policy process to the retained lands and private pipe to be installed entirely on the retained lands at the expense of the Owner by obtaining a Service Connection Permit;
- THAT the Owner acknowledges that a Service Connection Permit will be required for the severed lot in conjunction with a building permit;
- THAT the Owner remove the shed on the severed portion of the property and the site left in a graded level condition to the satisfaction of the Township;

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. CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2025-113 Moved: Councillor McCabe Seconded: Councillor Burke THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-004 being a report on the award of Tender 2025-019 for the Arthur Municipal Office Renovation;

AND THAT the Council award Tender 2025-019 to FINA Construction Limited at a total cost to the Township of \$375,051.00 (excluding HST).

AND FURTHUR THAT Council authorize staff to sign any necessary agreements with FINA Construction Limited.

CARRIED

RESOLUTION: 2025-114

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED2025-006 being a report on the Owen Sound to Guelph Voyago intercommunity Bus Service

AND THAT Council authorizes the Mayor and Clerk to sign the By-law to amend the licensing agreement with the City of Owen Sound to March 31, 2026. CARRIED

Councillor Hern left the meeting as she had previously declared a pecuniary interest with the Vendor Cheque Register dated April 1, 2025

RESOLUTION: 2025-115 Moved: Councillor Burke Seconded: Councillor Renken THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated April 1, 2025. CARRIED Councillor Hern returned to the meeting

Councillor Burke left the meeting as she had previously declared a pecuniary interest with the Municipality of West Grey Notice of Complete Application & Public Meeting, Zoning Bylaw Amendment.

RESOLUTION: 2025-116 Moved: Councillor Renken Seconded: Councillor McCabe THAT the Council of the Corporation of the Township of Wellington North receive the Municipality of West Grey Notice of Complete Application & Public Meeting, Zoning Bylaw Amendment No. ZA08.2025, (114, 119, 122 Norpark Avenue) CARRIED

Councillor Burke returned to the meeting.

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

 Reminder that Cultural Roundtable Newcomer and Volunteer event will be held on May 1st. Tickets are still available for this free event, but registration through Event Bright is required.

Councillor Burke (Ward 2):

• Mount Forest Aquatics Ad-Hoc Advisory Committee is actively fundraising to corporate members of the community. They are hopeful there will be additional announcements soon

Councillor McCabe (Ward 4):

• ROMA meeting will be held on Thursday and Friday. He will provide an update at the next Council Meeting.

Mayor Lennox:

• Saturday, April 12th the Mount Forest Legion, in cooperation with the Ontario Trillium Foundation, will celebrate the completion of their grant and upgrades completed with the grant.

BY-LAWS

- a. By-law Number 021-2025 being a by-law to amend By-law No. 070-2020 being a by-law to authorize the execution of a Licensing Agreement between The Corporation of the Township of Wellington North and the City of Owen Sound
- b. By-law Number 023-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North

RESOLUTION: 2025-117

Moved: Councillor McCabe Seconded: Councillor Burke THAT By-law Number 021-2025 and 023-2025 be read and passed. CARRIED

CULTURAL MOMENT

• Celebrating the History of Newspapers in Mount Forest

CONFIRMING BY-LAW

RESOLUTION: 2025-118 Moved: Councillor McCabe Seconded: Councillor Burke THAT By-law Number 024-2025 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on April 7, 2025 be read and passed. CARRIED

ADJOURNMENT

RESOLUTION: 2025-119 Moved: Councillor Renken Seconded: Councillor Hern THAT the Regular Council meeting of April 7, 2025 be adjourned at 3:04 p.m. CARRIED

MAYOR

CLERK

Council Agenda April 22, 2025 Page 17 of 132 THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH PUBLIC MEETING MINUTES APRIL 7, 2025 @ 2:00 P.M. HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING April 7, 2025, Township of Wellington North Council Meeting (youtube.com)

Steve	
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Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to the CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Manager of Infrastructure and Engineering:	Tammy Stevenson
Manager Recreation Community & Economic Development:	Mandy Jones
Community Development Coordinator:	Mike Wilson
Planner:	Zach Prince

CALLING TO ORDER

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

OWNERS/APPLICANT

ZBA 04/25 Aitken Custom Framing Limited

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Park Lot 10, S/S Princess St, Plan Town of Mount Forest, Part 1 on 61R-21401. The subject land is approximately 0.41 ha (1.0 ac) in size with 36.42m (129.34 ft) of frontage on Princess Street and 101.2m (332 ft) on Cork St.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Future Development (FD) Zone to Medium Density Residential (R3) Zone to facilitate the construction of two five-unit street townhouses.

NOTICE

Notices were mailed to property owners within 120 meters of the subject property as well as the applicable agencies and posted on the subject property on March 13, 2025.

PRESENTATIONS

Zachary Prince, Senior Planner and Jamie Barnes, Junior Planner County of Wellington, Township of Wellington North

• Planning Report dated March 28, 2025

CORRESPONDENCE FOR COUNCIL'S REVIEW

Tammy Stevenson, Manager of Infrastructure and Engineering, Township of Wellington North

• Letter dated March 13, 2025 (No Objection)

Michael Oberle, Environmental Planning Technician, Saugeen Conservation

• Email dated March 13, 2025 (No Objection)

Avo Tularam, Planning Technician, Upper Grand District School Board

• Letter dated March 14, 2025 (No Objection)

Derek McMurdie, County of Grey

• Email dated March 18, 2025 (No Objection)

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 COMMENTS/QUESTIONS

The applicant was present to answer questions regarding the application.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Burke inquired about buffering between the development and the recreational property, as the new pool will be constructed behind it. CBO Jones explained that there are no buffering requirements between residential zone and open space zone. When the pool goes through the site plan approval process buffering would be the Township's responsibility.

Councillor Burke asked how the development will affect the swale or ditch currently there. CBO Jones responded that before permits are issued the developer will be required to file a lot grading plan to deal with stormwater.

Councillor Renken noted that the developer will be paying partially for sidewalks, but there is already a sidewalk there. Will this sidewalk be taken up to build the units and need to be renewed? Tammy Stevenson, Manager of Infrastructure and Engineering, explained that the sidewalk contributions are for future sidewalks along Cork Street, where currently there are no existing sidewalks. That contribution will be based on the frontage of the property.

Council Agenda April 22, 2025 Page 19 of 132 Public Meeting Minutes, April 7, 2025 Page 3 of 3

ADJOURNMENT

RESOLUTION: PM-2025-004 Moved: Councillor Renken Seconded Councillor Burke THAT the Public meeting of April 7, 2025 be adjourned at 2:37 p.m. CARRIED

MAYOR

CLERK



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

DATE:	April 14 th , 2025
TO:	Darren Jones, CBO
	Township of Wellington North
FROM:	Asavari Jadhav-Admane, Planner
	County of Wellington
SUBJECT:	Cachet Development (Arthur) Inc.
	Lot 25 on Plan 61M248
	321 Domville St, Arthur
	Zoning By-law Amendment (ZBA02/25)

PLANNING SUMMARY

The purpose of this report is to provide with recommendations regarding the above noted application to rezone the subject lands from Residential Site Specific (R1C-26) Zone to Residential Site Specific (R2-46) Zone to facilitate the construction of 3 street townhouse units.

In response to the public meeting held on February 24th, 2025 the applicant/agent has submitted a revised site plan. The proposed townhouse units are now moved back to 10.5 m from the front lot line which is consistent with the existing dwellings on the adjacent lots. The increased front yard setback also provides additional landscaped area (i.e., front lawn) in the front yard.

Planning staff have prepared a draft zoning by-law amendment for Council's consideration. A copy of the draft by-law is attached as **Schedule 1** to this report.

INTRODUCTION

The land subject to the proposed amendment is described as Lot 25 on Plan 61M248 with a civic address of 321 Domville St, Arthur. The subject property is approximately 0.08 ha (0.2 ac) in size. The location of the subject lands is shown in Figure 1.

PROPOSAL

The purpose and effect of the proposed amendment is to rezone the subject lands from Residential Site Specific (R1C-26) Zone to Residential Site Specific (R2-46) Zone to facilitate the construction 3 street townhouse



Figure 1: Location of subject lands (Source: County of Wellington 2020)

units. The proposed zoning by-law amendment also requests a reduced lot area, lot frontage and required front yard landscaping. The proposed site plan is shown in Figure 2.

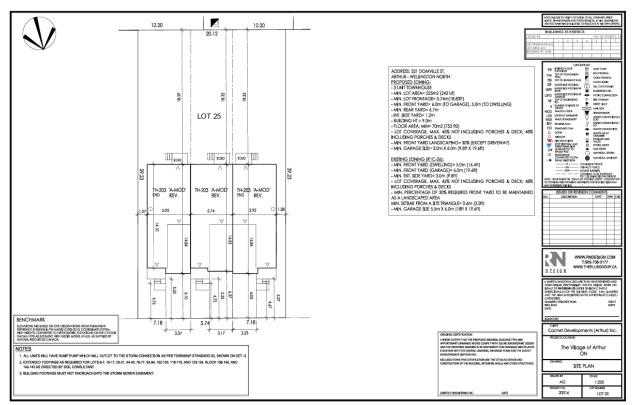


Figure 2. Site Plan prepared by RN Design.

SUPPORTING STUDIES

The applicant has submitted the following technical reports and studies in support of the proposed applications:

- Planning Justification Letter prepared by Glen Schnarr & Associates Inc.
- Site Plan prepared by RN Design.
- Grading Plan prepared by Urbtech Engineering Inc.
- Underground Servicing Plan prepared by Urbtech Engineering Inc.
- Draft Zoning By-law

REVISED SITE PLAN

The purpose and effect of the proposed amendment is to rezone the subject lands from Residential Site Specific (R1C-26) Zone to Residential Site Specific (R2-46) Zone to facilitate the construction of 3 street townhouse units. The proposed site plan is shown in Figure 3.

Following the public meeting the applicant submitted a revised site plan which shows the following:

- The proposed front yard setback for the townhouse units has been increased from 5.7 m to 10.5 m, to be in line with the existing dwellings on the adjacent lots.
- As a result of the proposed increased front yard setback for the dwellings, the front yard landscaped area is now larger. The minimum front yard landscaping requirements of 50 % have been met for Lots 1 and 3, Lot 2 has a proposed front yard landscaped area of 43.6%.
- The applicant has also reconfigured the proposed lot areas and lot frontages. The minimum lot frontage of 6.5 m has been met for Lots 1 and 3, Lot 2 has a proposed lot frontage of 5.95 m.

PLANNING REPORT for the Township of Wellington North Cachet Development (Arthur) Inc. April 14th, 2025 • As a result of reconfiguration, the minimum required lot area for townhouse units have been reconfigured to 233.48 m² for Lot 2, 278.06 m² for Lot 1 and 279.96 m² for Lot 3, whereas minimum required lot frontage is 280 m².

Planning staff note that all other zoning requirements in the R2 zone appear to have been met for the proposed townhouse units.

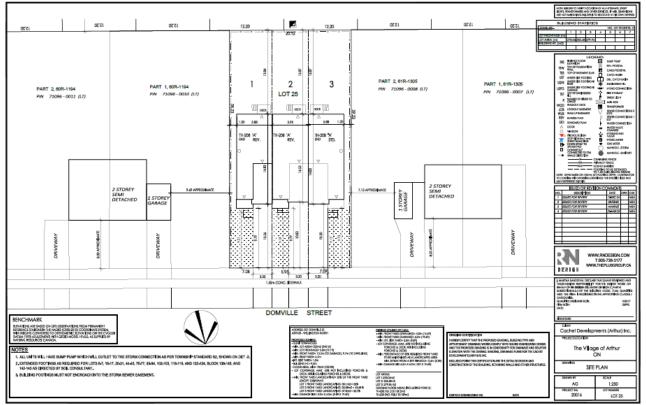


Figure 3. Revised Site Plan prepared by RN Design dated March 21st, 2025.

REVIEW OF PLANNING POLICY

A review of applicable planning policy including the PPS, Growth Plan and County of Wellington Official Plan was provided in the public meeting report. Planning Staff are of the opinion that the proposed zoning by-law amendment application is consistent with Provincial Policy and conforms to the County of Wellington Official Plan.

PUBLIC MEETING COMMENTS

A public meeting for the application was held on February 24th, 2025. No written public comments have been received in regard to the application. A member of the public spoke to address the concerns regarding the reduced frontage, snow storage and driveways at the public meeting.

AGENCY COMMENTS

The application was circulated to commenting agencies in accordance with the Planning Act. No objections or concerns were received.

ZONING BY-LAW AMENDMENT

A draft zoning by-law amendment has been prepared for public review and Council's consideration and attached to this report as **Schedule 1**.

Planning staff note that the applicant has provided a detailed revised site plan as shown in Figure 3 and the proposed townhouse units have been moved back to be in line with the exisiting dwellings on the adjacent lots and as a result an increase in the front yard landscaped area was achieved. Below is the comparison table:

Regulation	Required	Proposed at Public Meeting	Proposed after Public Meeting	Proposed Final Relief
Minimum Lot Area	280.0 m ²	225 m²	233.48 m ²	46.52 m²
Minimum Lot Area	(3,014 ft²)	(2,421 ft ²)	(2,513.15 ft ²)	(500.85 ft ²)
Minimum Lot Frontago	6.5 m	5.7 m	5.95 m	0.55 m
Minimum Lot Frontage	(21.3 ft)	(18.83 ft)	(19.52 ft)	(1.78 ft)
Minimum Front Yard	6 m	6.05 m	10.5 m	None
	(19.7 ft)	(19.8 ft)	(34.4 ft)	required
Minimum Front yard landscaping	50%	30%	43.6%	6.4%

Final lot wise configuration proposed by the applicant:

Regulation	Lot 1	Lot 2	Lot 3
Minimum Lot Area	278.06 m ²	233.48 m²	279.96 m²
Willing Lot Area	(2,993 ft ²)	(2,513.15 ft ²)	(3,013.46 ft ²)
	7.08 m	5.95 m	7.09 m
Minimum Lot Frontage	(23.22 ft)	(19.52 ft)	(23.26 ft)
	(Exceed)	(19.52 IL)	(Exceed)
	10.56 m	10.83 m	10.50 m
Minimum Front Yard	(34.64 ft)	(35.53 ft)	(34.4 ft)
	(Exceed)	(Exceed)	(Exceed)
Minimum Front yard landscaping	Exceeds 50%	43.6%	Exceeds 50%

PLANNING COMMENT

Planning staff have no concerns with the proposed rezoning of the property to R2 zone which permits:

- Single detached residential dwelling
- Semi-detached residential dwelling
- Duplex dwelling
- Triplex residential dwelling
- Fourplex residential dwelling
- Three- or Four-Unit Street Townhouse

The R2 zone provides an opportunity for limited infill development, intensification and alternative forms of housing that are needed in the County.

Planning staff note that the existing lot size and frontage could facilitate the construction of a single, semi, duplex, triplex or a fourplex on the subject property and all of the R2 zoning standards appear to be met. Three (3) street house units could be constructed meeting all of the zoning standards except for the regulated lot area.

PLANNING REPORT for the Township of Wellington North Cachet Development (Arthur) Inc. April 14th, 2025 The applicant has proposed to configuring the lots and construct dwellings which request relief from the lot area, lot frontage (lot 2) and minimum front yard landscaped area (lot 2). Planning staff is of the opinion that the requested relief to facilitate 3 units townhouse is minor.

Finally, Planning staff have included the minimum required front yard setback of 10.5 m within the bylaw to ensure that the proposed dwellings are constructed in line with the existing dwellings on the adjacent lots.

We trust that the above comments will assist the Council in this matter.

Respectfully submitted,

Asavari Jadhav-Admane Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER ______.

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

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

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

- 1. THAT Schedule 'A' Map 2 to By-law 66-01 is amended by changing the zoning on lands legally described as Lot 25 on Plan 61M248 with civic address of 321 Domville St as shown on Schedule "A" attached to and forming part of this By-law from:
 - Low Density Residential (R1C-26) to Medium Density Residential (R2-46)
- 2. THAT Section 31, Exception Zone 1 Arthur, is amended by the inclusion of the following new exception:

31.46	R2-46	Notwithstanding any other provisions to the contrary, the land zoned R2-46 shall be subject to the following regulations:		
		• All residential dwellings shall have a minimum front yard		
		setback of	10.5 m	
Lot 25 on				
Plan 61M248		 Street Townhouse Dwellings 		
(321		i. Maximum number of units	3	
Domville St)		ii. Minimum lot area	233.4 m ²	
		iii. Minimum lot frontage	5.9 m	
		iv. Minimum front yard landscaping	43.6 %	

- 3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
- 4. THAT this By-law shall come into effect from the date of passing by Council and come into force in accordance with the requirements of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2025

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2025

MAYOR

CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. _____

Schedule "A"



This is Schedule "A" to By-law_____.

Passed this ____ day of _____ 2025

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER ______.

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Lot 25 on Plan 61M248 with civic address of 321 Domville St, Arthur. The lands subject to the amendment is approximately 0.08 ha (0.2 ac) in size and are currently zoned Residential Site Specific (R1C-26).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands from Residential Site Specific (R1C-26) Zone to Medium Density Residential Site Specific (R2-46) Zone to facilitate the construction of 3 street townhouse units with site specific standards.



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

DATE:	April 14 th , 2025
TO:	Darren Jones, C.B.O.
	Township of Wellington North
FROM:	Asavari Jadhav-Admane, Planner
	Jamie Barnes, Junior Planner
	County of Wellington
SUBJECT:	ARTHUR CON WOSR PT LOT 13 PT DIVISION 1 AND 2 RP 61R8621 PART 12
	9442 Highway 6, Mount Forest
	Zoning By-law Amendment
	Removal of Holding (H) Provision

The Township has received a request to lift the Holding Provision (H) that applies to the subject property in order to facilitate agricultural commercial and rural industrial uses.

The property is described as ARTHUR CON WOSR PT LOT 13 PT; DIVISION 1 AND 2 RP 61R8621; PART 12 and is municipally known as 9442 Highway 6, Arthur. The subject property is approximately 5.1 ha (12.7 ac) in size. The location of the subject lands is shown in Figure 1.

The purpose of the proposed amendment is to remove the Holding Symbol (H) from the subject lands. Once the Holding Symbol has been removed, the regulations of Agricultural Site Specific (A-114) Zone and all other applicable



Figure 1: 2020 Aerial Image

regulations of the Township of Wellington North Zoning By-law 66-01, shall apply.

The A Holding Provision (H) has been applied to the property in order to provide an opportunity for a D-4 Compatibility Study to be completed to the satisfaction of the County of Wellington Solid Waste Services (SWS) Division prior to the issuance of any future building permit(s) on site.

It is noted that the subject property is adjacent to the Riverstown Waste Facility which includes a land fill. The Ministry of the Environment has established a guideline (D-4) which specifies restrictions and controls on land use in the vicinity of landfills and dumps, in order to protect the health, safety, convenience and welfare of residents near such facilities. The County of Wellington Solid Waste Services (SWS) Division had requested a D-4 Compatibility study to be prepared based on the specific development proposed, which will review impacts, assess risks, and recommend setbacks, buffering etc. prior to any proposed development on the subject property.

The applicant has now submitted a D-4 Study Report completed by RJ Burnside & Associated Ltd., dated September 20, 2024. The report concludes that the site is unlikely to be affected by groundwater, surface water or landfill gas impacts related to the natural physical setting and its position relative to the current landfill configuration.

The D-4 study was peer reviewed by AtkinsRealison on behalf of the County. AtkinsRealis within their comments dated March 6, 2025, has indicated that they concur with the findings of the report provided by RJ Burnside & Associated Ltd. and provided recommendations that would help mitigate the likelihood of incompatible land uses between the two properties. The County of Wellington SWS Division is satisfied that the Holding (H) provision can now be lifted provided that the recommended mitigation measures are implemented by the applicant.

Planning staff note that recommendations and the mitigation measures proposed can be implemented during the Site Plan Approval process.

Draft By-law:

Planning Staff have prepared a draft By-law which lifts/removes the Holding Provision (H) from the subject lands. A copy of the By-law is attached as **Schedule 1** to this report for Council's consideration.

I trust that these comments will be of assistance to Council in their consideration of this matter.

Respectfully submitted, County of Wellington Planning and Development Department

Yours truly,

Jamie Barnes Junior Planner

Asavari Jadhav-Admane Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH BY-LAW NUMBER ______.

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

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

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

- THAT Schedule 'A' of By-law 66-01 is amended by changing the zoning of the lands described as ARTHUR CON WOSR PT LOT 13 PT DIVISION 1 AND 2 RP 61R8621 PART 12 and is municipally known as 9442 Highway 6, Mount Forest shown on Schedule "A" attached to and forming part of this By-law from:
 - Holding Agriculture Site Specific ((H)A-114) to Agriculture Site Specific (A-114).
- 2. That the special provision 31.114 be amended to delete reference to any Holding (H) provision.
- 3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
- 4. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990, as amended.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2025

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2025

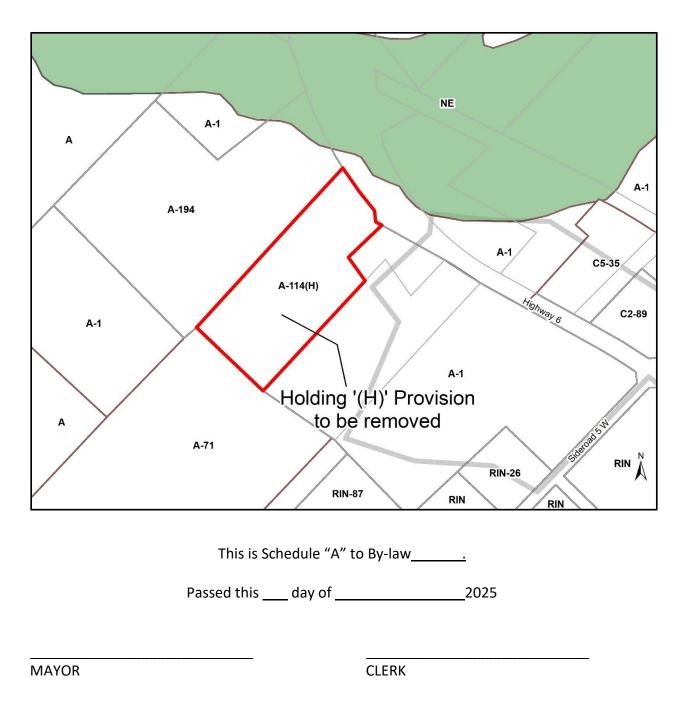
MAYOR

CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. _____

Schedule "A"



EXPLANATORY NOTE

BY-LAW NUMBER ______.

THE LOCATION OF THE SUBJECT LANDS is described as ARTHUR CON WOSR PT LOT 13 PT; DIVISION 1 AND 2 RP 61R8621; PART 12 and is municipally known as 9442 Highway 6, Mount Forest. The subject property is approximately 5.1 ha (12.7 ac) in size.

THE PURPOSE AND EFFECT of the proposed amendment is to remove the Holding Symbol (H) from the subject lands to facilitate agricultural commercial and rural industrial uses. Once the Holding Symbol has been removed, the regulations of Agricultural Site Specific (A-114) Zone and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply.



TOWNSHIP OF WELLINGTON NORTH

TO:	Mover and Council
10.	Mayor and Council

DATE: 2025-04-22

MEETING TYPE: Open

SUBMITTED BY: Darren Jones, Chief Building Official

REPORT #: CBO 2025-007

REPORT TITLE: Building Permit Review March 2025

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-007 being the Building Permit Review for the month of March 2025.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

• CBO 2025-006 Building Permit Review for the month of February 2025

BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED		PERMIT FEES	RESIDENTIAL UNITS CREATED
Residential Building	6	1,630,000.00	20,495.21	4
Accessory Structures	4	443,000.00	6,618.25	0
Pool Enclosures	0	0.00	0.00	0
		·	·	·
Assembly	0	0.00	0.00	0
Institutional	0	0.00	0.00	0
Commercial	2	65,000.00	1,630.00	0
Industrial	1	400,000.00	5,960.00	0
Agricultural	13	3,377,000.00	29,639.42	0
Sewage System	2	60,000.00	1,240.00	0
Demolition	3	6,500.00	690.00	0
Monthly Total	31	5 981 500 00	66 272 88	4

Monthly Total	31	5,981,500.00	66,272.88	4
Total Year to Date	60	13,367,500.00	114,970.33	4

			-	- · · · · · · · · · · · · · · · · · · ·
12 Month Average	25	10,824,302.67	58,164.82	Page 34 of 132
10 Year Monthly Avg.	27	9,057,707.40	59,029.29	15
10 Year, Year to Date Avg.	54	16,404,658.60	107,823.40	23

ANALYSIS



CONSULTATION

None.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

None.

STRATEGIC PLAN 2024

- □ Shape and support sustainable growth
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
- Enhance information sharing and participation in decision-making
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

Council Agenda April 22, 2025



TOWNSHIP OF WELLINGTON NORTH

TO:	Mayor and Council
DATE:	2025-04-22
MEETING TYPE:	Open
SUBMITTED BY:	Mandy Jones, Manager Community & Economic Development
REPORT #:	C&ED 2025-014
REPORT TITLE:	Community Improvement Plan Tangs Restaurant

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-014 on the Tang's Restaurant Community Improvement Plan application;

AND THAT Council approve a Façade Improvement Grant in the amount of \$2,500 to Tang's Restaurant for façade upgrades.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

There have been numerous reports to council on the Township of Wellington North Community Improvement Plan since the program was approved by council in 2011, however none are pertinent to this report.

BACKGROUND

Our **Community Improvement Program** (CIP) enables the Municipality to provide grants to individuals, businesses, and organizations who are making improvements to their buildings and property all in an effort to support revitalization and redevelopment activities in our community. Since the program was launched in 2011, 172 applicants have applied for and been approved for funding under the program.

The total dollar value of improvements made in our community, in partnership with these applicants, is conservatively estimated at over \$4 million. Of this amount 88.1% has been covered by the applicants with the remaining 11.9% covered by grants or loans under the Community Improvement Program or the Downtown Revitalization Program. (see chart below)

In July 2023, Council approved our updated Community Improvement Program. The goals of our 2023 CIP have not changed significantly from previous years, however, with this recent

Council Agenda April 22, 2025

update council has communicated a commitment to continue with our CIP program through to 2028. At that time, another analysis will be completed, and recommendations made to Council.

YEAR	NUMBER OF	MUNICIPAL	AMOUNT	APPLICANT	TOTAL \$ VALUE
	APPLICANTS	APPROVAL	ADVANCED	CONTRIBUTION	OF
					IMPROVEMENTS
2012 Totals	4 applicants	\$9,715	\$7,500	\$39,722	\$49,437
2013 Totals	4 applicants	\$11,400	\$10,778	\$18,910	\$30,310
2014 Totals	9 applicants	\$26,195	\$25,247	\$62,098	\$88,293
2015 Totals	7 applicants	\$26,050	\$26,050	\$57,960	\$84,010
2016 Totals	9 applicants	\$20,299	\$18,358	\$61,538	\$81,838
2017 Totals	12 applicants	\$52,757	\$50,257	\$197,305	\$250,062
2018 Totals	11 applicants	\$43,879	\$35,880	\$191,645	\$235,524
2019 Totals	29 applicants	\$88,137	\$65,189	\$534,597	\$622,734
2020 Totals	36 applicants	\$79,132	\$79,132	\$604,769	\$683,901
2021 Totals	17 applicants	\$60,798	\$50,798	\$889,795	\$950,593
2022 Totals	12 applicants	\$21,411	\$17,500	\$61,756	\$83,167
2023 Totals	10 applicants	\$33,220	\$30,720	\$906,020	\$939,240
2024 Totals	11 applicants	\$26,080	\$26,080	\$67,963	\$94,043
2025 Totals	2 applicants	\$5,080	\$5,080	\$32,031	\$37,111
Totals	172 applicants	\$504,153 (11.9%)	\$448,569	\$3,726,109 (88.1%)	\$4,230,263

GOAL

The Community Improvement goals continue:

- a. To provide incentives for businesses to enhance their buildings presentation and function to the public;
- b. To stimulate pride in our urban downtowns, Wellington North hamlets and the Agri based enterprises found in Wellington North's rural areas;
- c. To contribute to the overall enhancement of our communities as a place for family friendly business;
- d. To encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings;
- e. To encourage incorporating sustainable improvements that reduce the impact of our built environment to the natural environment;
- f. To provide a commitment to the applicants with a program timeframe of up to 2028.

OBJECTIVES

The Community Improvement objectives continue as follows:

- a. To provide for rehabilitation or improvement of commercial, institutional and industrial façades, through the use of municipally assisted programs and funding sources;
- b. To provide an incentive for private investment through the use of municipally assisted programs, (e.g. tax incentives, grants, loans) and funding sources;

Council Agenda April 22, 2025

c. To improve the physical, functional and aesthetic amenities of buildings and aesthetic amenities of buildings and agricultural areas while stimulating private investment, revitalization, and sustainability.

FAÇADE IMPROVEMENT LOAN AND GRANT PROGRAM

The intent of the Façade Improvement Loan and Grant Program is:

- Repainting or cleaning of the façade and those parts of the building visible from adjacent streets or public areas
- Restoration of façade masonry, brickwork or wood and metal cladding
- Replacement or repair of cornices, eaves, parapets, and other architectural features
- Replacement or repair of windows
- Entrance-way modifications including provisions to improve accessibility for the physically challenged
- Redesign of the store front
- Removal of inappropriate signage and installation of appropriate new or refurbished signage
- Restoration of original façade appearance
- Replacement or repair of canopies and awnings
- Installation or repair of exterior lighting
- Perpendicular signage; and
- Such other similar improvements to the building exterior as may be approved by the EDO and Township's Chief Building Official (as needed)

ANALYSIS

Tang's Restaurant, located at 181 George Street Arthur, offers Canadian Chinese cuisine and has been a downtown Arthur staple for over 24 years. Operated by Carmen and Paul Tang, the restaurant serves up to 3000 customers weekly. The owners often source ingredients and supplies from local suppliers, further boosting the local economy. Downtown restaurants enhance the local economy by creating jobs, attracting foot traffic, supporting other businesses, contributing to a vibrant atmosphere

This project will involve removing damaged stucco, windows, awnings, shingles, soffit, and pot lights. Eroded materials will be repaired, and parts of the façade will be restored to their original condition. Upgrades will include new soffit, fascia, shingles, pot lights, windows, and awnings.

Council Agenda April 22, 2025 Page 38 of 132



CONSULTATION

Darren Jones, Chief Building Official Robyn Mulder, Economic Development Officer

FINANCIAL CONSIDERATIONS

The applicant is eligible for a Façade Improvement Grant totalling 50% of the costs up to a maximum of \$2,500. The total cost of all renovations and upgrades is \$29,000 which means they are eligible for the full \$2,500.

\$35,000 in funding has been included in the 2025 operating budget to support Community Improvement Program applications. Year to date, including this application, council will have approved \$7,580.20 in grant funding for the 2025 program.

Staffing Implications – some administration

ATTACHMENTS

N/A

STRATEGIC PLAN 2024

Shape and support sustainable growth How: The CIP continues to provide a framework to encourage and support the redevelopment, underutilization and/or inaccessible properties and buildings within Wellington North.

- Deliver quality, efficient community services aligned with the Township's mandate and capacity
 How:
- Enhance information sharing and participation in decision-making How:
- □ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer $\ \square$



TOWNSHIP OF WELLINGTON NORTH

TO:	Mayor and Council
DATE:	2025-04-22
MEETING TYPE:	Open
SUBMITTED BY:	Mandy Jones, Manager Community & Economic Development
REPORT #:	C&ED 2025-015
REPORT TITLE:	RFP 2025-009 Lion Merv Weber Playground

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report 2025-015 being a report on the award of RFP 2025-009 for the upgrades to Lion Merv Weber Playground;

AND THAT the Council award Proposal 2025-009 to Park N Water Ltd at a total cost to the Township of \$149,651.44 (including HST);

AND FURHTER THAT Council approve a 6% contingency fee subject to the outcome of the community consultation;

AND FURTHUR THAT Council authorize staff to sign any necessary agreements with Park N Water Ltd.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- 2025 Capital Budget
- Recreation Master Plan 2018

BACKGROUND

The 2018 Recreation Master Plan identified that 82% of survey respondents supported additional investment in playgrounds through continued upgrades, including features accessible to children with disabilities.

Playground design has evolved over time, from traditional elements such as slides, swings, and climbers to more creative elements that involve interactive and challenging play, with most playground features having a lifespan of about twenty years. The new play structure will be designed with accessibility features and components in mind.

Council Agenda April 22, 2025 Page 41 of 132

Recommendation 38 "Establish a playground replacement program, with a short-term focus on playgrounds in Campbell deVore Park (including the pathway) and Birmingham Street Lions Park (including flood control measures). Regular inspections may identify other capital priorities or preventative maintenance requirements. Playgrounds should be designed to comply with AODA requirements and be welcoming and accessible to all families, including the phase-out of sand surface materials in favour of engineered wood fibre."

Project Overview: To provide functional, durable playground equipment with diverse play options for all ages and abilities. Key evaluation criteria include references/experience, maintenance durability, design, cost, and project timeline.

Location: Lion Merv Weber Playground is located at Birmingham St. and Queen St., Mount Forest.

Existing Conditions: The site faces water runoff challenges and requires proper drainage. The sand surfacing will be replaced with engineered wood fiber for accessibility and safety. Existing newer components like the friendship swing, swing set, and plastic play pieces will be maintained in the new design, while the older structure will be removed.

ANALYSIS

The Township received four submissions for the project. Each submission was assessed and evaluated by staff based on the following criteria:

- Adherence to the RFP Document: 10 points
- Experience / History / References: 10 points
- Ease of Serviceability / Maintenance / Warranty: 10 points
- Schedule / Timeline: 10 points
- **Design**: 30 points
- **Cost**: 30 points

The successful proponent was chosen based on which proposal staff determined to be the most beneficial, considering the criteria listed above. All proposals were evaluated for completeness, suitability of the project, and other relevant factors. Although all submissions were close in their scoring, Park N Water Ltd. ultimately received the highest points.

Experience: Park N Water Ltd. has over 30 years of experience in designing and installing playgrounds across Canada, with over 450 completed projects, including notable installations in municipalities like Tillsonburg, Middlesex Centre, and Sault Ste. Marie. The company is certified in CSA compliance and employs in-house installers for consistent quality control.

Warranty - BCI Burke Details:

- 100-Year Warranty: Posts, clamps, hardware, and bolt-through systems.
- 15-Year Warranty: Platforms, decks, metal roofs, and plastic components.
- 5-Year Warranty: Moving parts like swing components and cables.
- 3-Year Warranty: Electronic panel components.

Park N Water Ltd. provides a 24-hour response time for warranty and vandalism issues, ensuring timely resolutions.

Project Scope - Design and install a new playground, including:

- Community consultation
- Removal of old equipment
- Integration of newer existing components
- Site preparation and drainage improvements
- Installation of new playground structures and components
- Installation of engineered wood fiber surfacing
- Barrier along Queen Street

Theme: The playground will cater to preschool (2-5 years), elementary (5-12 years), and young adults (13+ years) with sensory and accessible features. The design exceeds provincial AODA and CSA 2614-20 standards, ensuring accessibility for all users. By incorporating components that allow for graduated levels of challenge, children will be able to enjoy the space throughout their childhood as they develop and increase both strength and skill.

Play Experiences: The design includes opportunities for climbing, sliding, spinning, swinging, balancing, upper body activities, and bouldering. By focusing on a variety of play, the playground will offer social, creative, imaginative, and sensory play experiences. Activities are designed for beginner, intermediate, and advanced play, encouraging children to return to the play environment time after time.

Accessibility: Designs submitted exceed CSA Annex H recommendations and comply with AODA standards. Features include transfer stations, sensory-rich play elements, and ground-level activities to ensure inclusivity for children of all abilities. Letters of compliance confirm adherence to AODA and CSA Z614-20 standards. Staff will provide the design to the County of Wellington Accessibility Committee for their awareness. CONSULTATION:

Jenn VanDyk - Supervisor of Facility Services

A community consultation will be organized to present design options for feedback. This aims to gather input from residents to ensure the new playground meets the community's needs and preferences.

FINANCIAL CONSIDERATIONS

Capital: \$160,000.00 included in the 2025 Capital Budget. While the current submission is under this budget amount, the results of the community consultation could bring the number closer to the budgeted \$160,000.00 for total project costs.

Staffing Implications: Project Management

ATTACHMENTS

STRATEGIC PLAN 2024

- □ Shape and support sustainable growth How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity How:
- Enhance information sharing and participation in decision-making How:
- ⊠ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer $\ igtimes$



TOWNSHIP OF WELLINGTON NORTH

TO:	Mayor and Council
DATE:	2025-04-22
MEETING TYPE:	Open
SUBMITTED BY:	Tammy Stevenson, Manager of Infrastructure & Engineering
REPORT #:	INF 2025-009
REPORT TITLE:	2025 Sewage Allocation

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-009 2025 Sewage Allocation;

AND THAT Council review and adopt the 2025 Reserve Capacity Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services Limited dated March 13, 2025;

AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with the following developers in Wellington North:

- Mamta Developments Cork Street Subdivision 50 Units;
- 5053745 Ontario Inc. (Wilson Developments) 446 Wellington Street E 24 Units; and
- Deer Ridge heights Inc. Subdivision 75 Units.

AND FURTHER THAT Council award the necessary units to allow the Building Department to have twenty (20) units of sewage allocation for each urban centre, Arthur and Mount Forest, for distribution during 2025 for infill lots;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any by-laws to enter into the any necessary agreements;

AND FURTHER THAT Council direct staff to submit a copy of this resolution, copies of the reports prepared by Triton Engineering Services Limited, and the resolution from this report to the Ministry of the Environment, Conservation & Parks.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

Report INF 2024-008 being a report on the 2024 sewage allocations

Report OPS 2021-013 being a report on the 2021 sewage allocations

Report OPS 2022-011 being a report on the 2022 sanitary allocations

Report OPS 2023-012 being a report on growth within the community of Arthur

Report OPS 2023-015 being a report on the 2023 sewage allocations

Report OPS 2023-033 being a report on the Arthur WWTP Expansion Phase 2

BACKGROUND

The Township's current Sewage Allocation Policy, dated April 12, 2021, allows Council to have a wholesome review of all active development within the Township. The Sewage Allocation Policy provides 15% of the uncommitted sewage reserve is available annually for allocation.

At the October 10, 2023, Council meeting the Council of the Township of Wellington North passed a resolution 2023-365, which in part, "direct[ed] to suspend the Village of Arthur from the Sewage Allocation Policy and no further sewage allocations be granted in Arthur to developments as per policy at this time until the Phase 2 expansion has been tendered and awarded."

As a result, this report focuses solely on allocations within Mount Forest. ANALYSIS

Triton Engineering Services Limited (TESL) evaluated both Mount Forest and Arthur Wastewater Treatment Plants based on the three (3) year average maximum day flow. The 2025 Reserve Capacity Calculation letters, dated March 13, 2025, as shown in Attachments 1 and 2, identify uncommitted reserve capacity in Arthur at 396 new development equivalent residential units (ERUs) and Mount Forest at 877 new development equivalent residential units (ERUs).

As per the Sewage Allocation Policy, Council may allocate 15% of the uncommitted Reserve

MOUNT FOREST WASTEWATER TREATMENT PLANT			
2025 Uncommitted Reserve Capacity	877 Units		
15% of Uncommitted Reserve	132 Units		

Capacity Calculations for Mount Forest.

Township staff have evaluated each application based on the criteria (or characteristics) within the policy and detailed them on the chart which follows:

Table 1:					
Mount Forest Sewage Allocation Requests That Meets Requirements As Per Policy					
Developer / Owner	Status of	# of Units	Score per		
	Application		Policy (Max score 49)		
Mamta Development Inc. Cork Street Subdivision (Mount Forest)	 Draft Plan of Subdivision Awaiting final submission of detail design review 	50	52		
5053745 Ontario Inc. (Wilson Developments) 446 Wellington Street E	 1st submission of detail design review 	24 Phase 1	47		
Deer Ridge Heights Inc.	 Draft Plan of Subdivision Awaiting final submission of detail design review 	75 Phase 1	40		
TOTAL REQUEST		149			

Staff are actively reviewing design submissions from the developer at 461 Wellington Street East with the anticipation that a Site Plan Control Agreement will be in place in 2025. The Developer at 461 Wellington Street East has communicated that servicing of the lands could commence this year once final approvals are in place. Therefore, staff recommend that Council considers granting the requested sewage allocation to 461 Wellington Street East.

CONSULTATION

Consultation with Township consulting engineer, Triton Engineering Services Limited and Township staff: CAO, CBO, and Manager of Environmental Services.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

Attachment 1 - TESL Letter dated March 13, 2025, titled "Township of Wellington North Community of Arthur 2024 Reserve Capacity Calculations."

Attachment 2 – TESL Letter dated March 13, 2025, titled "Township of Wellington North Community of Mount Forest 2024 Reserve Capacity Calculations."

Attachment 3 – 2025 Township staff scoring of "Application for Sewage Allocation."

Attachment 4 – Draft Sewage Allocation Agreement

STRATEGIC PLAN 2024

Shape and support sustainable growth How: Protecting our Municipal Infrastructure to ensure that growth is sustainable and optimize the efficient use of existing infrastructure and by implementing strategies identified in the Community Growth Plan.

 Deliver quality, efficient community services aligned with the Township's mandate and capacity
 How: By implementing strategies identified in the Community Growth Plan.

- Enhance information sharing and participation in decision-making How:
- □ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



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

ORANGEVILLE • FERGUS • HARRISTON

March 13, 2025

Township of Wellington North Box 125, 7490 Sideroad 7 West Kenilworth, Ontario N0G 2E0

Attention: Tammy Stevenson, C.E.T. Manager of Infrastructure and Engineering

> RE: Township of Wellington North Community of Arthur 2025 Reserve Capacity Calculation Our File: A5510 R05 & R46

Dear Madam:

The attached tables outline the 2025 reserve capacity calculations for the water supply and sewage treatment systems in Arthur. The reserve capacities have been calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) guidelines. **36** building permits were issued and assumed occupied within the municipal systems in Arthur in 2024. These permits were assumed to equate to 1 equivalent residential unit (ERU) each.

Water System:

The three (3) year average maximum day demand (MDD) of the water system decreased from 1,545m³/day to **1,514m³/day** over the past year. The 2025 uncommitted reserve capacity of the water system has increased from 739 to **890** new development ERUs based on the systems firm capacity of **2,255m³/day**.

The Arthur water system is a single pressure zone watermain distribution network that includes two elevated towers and three supply wells. MECP Guidelines indicate that the water supply system is to be capable of satisfying the MDD, and that where the supply available is greater than MDD, the storage requirement can be reduced accordingly. The current storage volume requirement is **1,124m**³ which is below the system storage volume currently available of 1,137m³. Note: This current volume <u>does not</u> include the multileg tower volume (227 m³) as inspections have indicated that the structure is nearing the end of its service life and further maintenance and/or modifications to extend this are not advisable.

The storage volume required to support the committed developments noted in Table 3 indicates that the existing available storage is not expected to be sufficient to service the committed developments, however a Municipal Class EA to identify storage solutions is currently underway.

Refer to Table 1.0 and Table 1.1 for additional information.

Wastewater Treatment Plant:

The Arthur WWTP has a treatment capacity of $1,860m^3/day$. The <u>three-year annual average</u> day flow increased from $1,301m^3/day$ to **1,341m^3/day**. The average day flow in 2024 had a marginal decrease to $1,352m^3/day$, which represents **73%** of the plant capacity.

The calculations provided in Table 2.0 (attached) indicate the uncommitted reserve capacity has increased slightly from 390 to **396** new development ERUs, which is due to the number of units that were previously committed becoming occupied as well as a lower target density of future units, as specified within the 2024 Growth Management Action Plan.

Based on Golden Valley Farm's most recent monitoring report dated December 2024, the number of remaining committed units for this industry is twenty **(20)** ERUs as reflected in Table 3.0.

Additionally, in conjunction with the reserve capacity calculations, we have completed a high-level assessment of the extraneous flows within the Arthur sewage collection system. This assessment compares the precipitation, temperature, average day demand of water and the average day flow measured at the WWTP on a monthly basis. The results indicate that the extraneous flows over and above the expected amount within a typical system is, on average, **189m³/day**, which equates to an estimated **205 ERUs**. The relationship between the wastewater flows, precipitation and temperature is indicative of a system that is subject to groundwater infiltration and sump pump connections to the sanitary system, but not necessarily direct inflow (i.e., roof leaders, catchbasins), given the high wastewater flows noted during the spring melt with little correlation noted to high precipitation events during lower groundwater periods (i.e. July.).

Summary:

It is important to note that Eastridge Landing Phase 4 and Cachet Development are both over 90% occupied and therefore will not reduce the water supply and wastewater treatment ERUs available for uncommitted developments.

Following Council's review and adoption of the attached report, we would recommend that a copy be forwarded to the MECP District Office in Guelph and the Wellington County Planning Department.

We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Respectfully, Triton Engineering Services Limited

Dustin Lyttle, P. Eng.

Encl. cc:

Darren Jones, Chief Building Official, Township of Wellington North Brooke Lambert, Chief Administrative Officer, Township of Wellington North Corey Schmidt, Manager of Environmental Services, Township of Wellington North

TABLE 1.0		
TOWNSHIP OF WELLINGTON NORTH		
ARTHUR		
WATER SUPPLY 2025 RESERVE CAPACITY		
DESCRIPTION	2024	
1 Firm Capacity ¹	2,255	
2 Three-Year Max Day Demand $(m^3/d)^2$	1,514	
3 Three-Year Average Day Demand (m ³ /d) ³	1,006	
A Reserve Capacity (m ³ /d) (1) - (2)	741	
Three-Year Max/Average Day Peak Factor (2) ÷ (3)	1.50	
6 Three-Year Average Day Residential Demand (m ³ /d) ⁴	582	
7 Peaked Max Day Residential Flow (m ³ /d) (5) x (6)	876	
8 Occupied Serviced Households ⁵	1,265	
9 Persons Per Existing Residential Unit (2021 Census Data)	2.60	
10 Population Served (8) x (9)	3,289	
11 Maximum Residential Day Demand Per Capita (m ³ /d) (7) \div (10)	0.266	
$\begin{array}{c} \text{Additional Population that can be Served} \\ (4) \div (11) \end{array}$	2,783	
Person Per Equivalent Residential Unit 13 (2024 Growth Management Action Plan - 2026 Target)	2.63	
Additional Equivalent Residential Units that can be served. (12) ÷ (13)	1,058	
15 Committed Equivalent Residential Units (Table 3)	168	
16 Uncommitted Reserve Capacity Equivalent Residential Units (14) - (15)	890	
¹ Based on production for Well 8A/8B only (2,255m ³ /day each), assumes Well 7A (1,9	961m ³ /d) is off-line.	
² Max day demand is the average of the maximum day demand of 2022, 2023 (adjust	-	
(adjusted) (1,558m ³ /d , 1,535m ³ /d and 1,448m ³ /d* respectively). * <i>May 28-31 omi</i> tower maintenance.	itted due to water	
³ Average day demand is the average daily demand from 2022, 2023 and 2024		
(989m ³ /d, 1,038m ³ /d and 990m ³ /d respectively)	tod from 2022, 2022	
⁴ Average residential demand is the average daily demand with the ICI users discoun- and 2024 (580m ³ /day , 588m ³ /day and 579m ³ /day respectively)	ted from 2022, 2023	
5 1,229 (2023) + 36 additional units occupied in 2024.		
Note: The values presented have been rounded.		
Note: The values presented r		

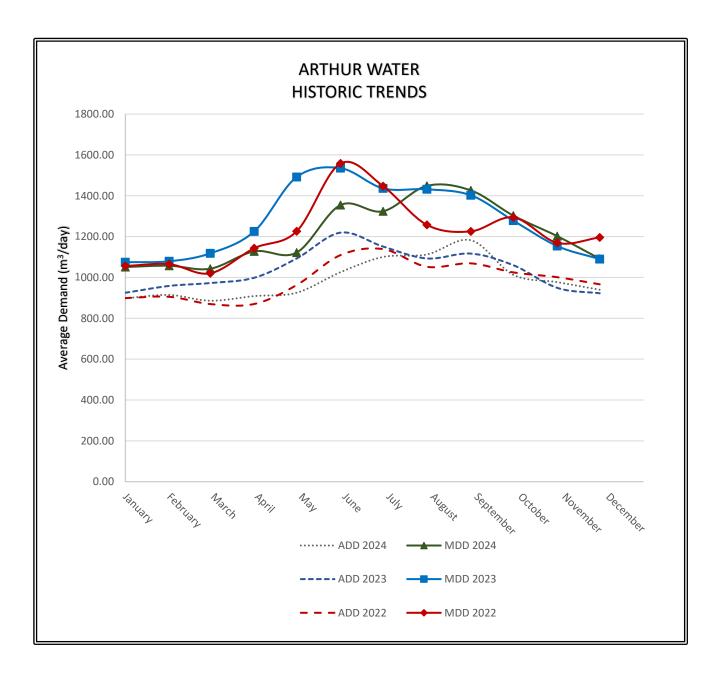
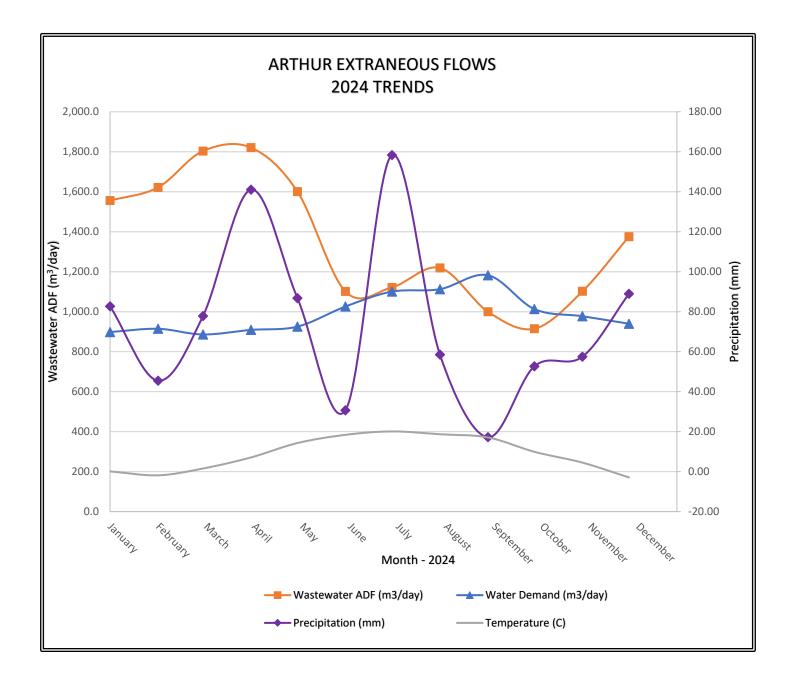


	TABLE 1.1 TOWNSHIP OF WELLINGTON NORTH ARTHUR WATER SYSTEM 2025 STORAGE ASSESSMENT		
	DESCRIPTION	2024	
1	Existing System Storage (m ³) ¹	1,137	
2	Three-Year Max Day Demand (m ³ /d) (Table 1)	1,514	
3	Storage Required (m ³) (as per MECP Guidelines)	1,124	
4	Existing Surplus Storage Available (m ³) (1) - (3)	13	
5	Committed Equivalent Residential Units (Table 3)	168	
6	Storage Required to Service Committed Developments (m ³)	1,191	
7	Additional Storage Available (m ³) (1) - (6)	-54	
	¹ Existing multi-leg tower is nearing the end of its expected service life. Therefore, its volume (227m ³) has not been included in available storage assessment.		
	Note: The values presented have been rounded.		

TABLE 2.0 TOWNSHIP OF WELLINGTON NORTH ARTHUR WASTEWATER 2025 RESERVE CAPACITY		
DESCRIPTION	2024	
1 Design Capacity of Sewage Treatment Facility (m ³ /d)	1,860	
Average Day Flow ¹ (m ³ /d) (Average of 2022, 2023 and 2024 Average Day Flows)	1,341	
Reserve Capacity (m ³ /d) (1) - (2)	519	
4 Expected New Development Per Capita Flow ² (m^3/d)	0.350	
$\begin{array}{c} & \text{Additional Population that can be Served} \\ 5 & (3) \div (4) \end{array}$	1,483	
 Person Per Equivalent Residential Unit (2024 Growth Management Action Plan - 2026 Target) 	2.63	
 7 Estimated New Equivalent Residential Unit Flow Rate 7 (4) x (6) 	0.921	
Additional New Equivalent Residential Units that can be Served (5) \div (6)	564	
9 Committed Development Residential Units (Table 3)	168	
Uncommitted Reserve Capacity New Development Equivalent Residential Units (8) - (9)	396	
¹ Average of 2022, 2023 and 2024 (1,244m ³ /day, 1,426 m ³ /day and 1,352 m ³ /day respectively).		
² Adjusted per person flow rate based on MOE recommended values and supported by current water usage rates.		
Note: The values presented have been rounded.		

TABLE 3.0 TOWNSHIP OF WELLINGTON NORTH ARTHUR SUMMARY OF COMMITTED & BUILT DEVELOPMENTS 2024				
COMMITTED DEVELOPMENTS	ALLOCATED	UNITS ALLOCATED IN 2024	REMAINING (END OF 2024)	
Eastridge Landing - Phases 3 & 4 (Schmidt Dr.)	103	19	4	
Forest View Estates (Domville St.)	50	0	50	
Seawaves Homes (Gordon St.)	37	0	37	
D. Martin Development (Conestoga Street)	17	0	1	
Cachet Development (Preston Street)	197	3	1	
VED Homes	35	0	35	
INFILL LOTS ¹	20	14	20	
SUB-TOTAL	459	36	148	
GOLDEN VALLEY ²	3		20	
TOTAL COMMITTED UNITS 168				
 ¹ 20 infill lots to be allocated each year. ² Golden Valley Farms Maximum Annual Average Day Flow was determined to be 163m³/day. This is 18m³/day below the allowable flow rate of 181m³/day, which equates to 20 ERUs. 				

TABLE 4.0 TOWNSHIP OF WELLINGTON NORTH ARTHUR EXTRANEOUS FLOWS 2024					
MONTH	PRECIPITATION ¹ (mm)	AMBIENT TEMP. (C [°])	WASTEWATER ADF (m ³ /day)	WATER ADD (m ³ /day)	EXTRANEOUS FLOW (m ³ /day)
January-2024	82.70	0.11	1,555.5	898.3	657.2
February-2024	45.50	-1.85	1,621.6	914.5	707.1
March-2024	77.80	1.55	1,803.5	886.0	917.6
April-2024	141.00	7.10	1,820.6	908.8	911.8
May-2024	86.80	14.30	1,600.3	925.3	675.0
June-2024	30.70	18.40	1,100.9	1,025.9	75.0
July-2024	158.30	20.10	1,121.6	1,100.4	21.2
August-2024	58.50	18.70	1,219.1	1,112.6	106.5
September-2024	17.20	17.10	1,000.0	1,182.3	0.0
October-2024	52.70	9.90	915.1	1,012.9	0.0
November-2024	57.50	4.50	1,101.7	977.2	124.5
December-2024	88.90	-2.90	1,375.3	939.9	435.5
AVERAGE	897.4 (TOTAL)	8.92	1,353	990	385.9
REASONABLE EXTRAI	NEOUS FLOW BASED	ON POPULA	TION - TABLE 1.0 (m	າ ³ /day) ²	197.3
EXTRANEOUS FLOW OVER AND ABOVE REASONABLE AMOUNT(m ³ /day)				188.6	
EQUIVALENT RESIDENTIAL UNITS USED BY EXTRANEOUS FLOWS (ERU) ³			204.9		
	¹ Environment Canada - Daily Data Report Mount Forest (2024).				
2	Expected infiltration based 60 Litres per person per day allowable infiltration (modified historic MOE Standard).				
³ Based on Future Development Unit Sanitary Flow Rate (Table 2).					





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ORANGEVILLE • FERGUS • HARRISTON

March 13, 2025

Township of Wellington North Box 125, 7490 Sideroad 7 West Kenilworth, Ontario N0G 2E0

Attention: Tammy Stevenson, C.E.T Manager of Infrastructure and Engineering

> RE: Township of Wellington North Community of Mount Forest 2025 Reserve Capacity Calculations Our File: A5510 R03 & R47

Dear Madam:

The attached tables outline the 2025 reserve capacity calculations for the water supply and sewage treatment systems in Mount Forest. The reserve capacities have been calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) guidelines. Building permits for **75** residential units were issued and assumed occupied within the municipal systems in Mount Forest in 2024. These permits were assumed to equate to one (1) equivalent residential unit (ERU) each.

Water System:

The three (3) year average maximum day demand (MDD) of the water system decreased from 2,409m³/day to **2,105m³/day** over the past year. The 2025 uncommitted reserve capacity of the water system has increased from 3,797 to **5,049** new development (ERUs) based on the systems operational firm capacity of **5,976m³/day**.

The Mount Forest water system is a single pressure zone watermain distribution network that includes one (1) elevated standpipe and four supply wells. MECP Guidelines indicate that the water supply system is to be capable of satisfying the MDD, and that where the supply available is greater than MDD, the storage requirement can be reduced accordingly. Given this, the current storage volume requirement is **2,705m**³ which is above the system storage volume currently available of 2,000m³.

The storage volume required to support the committed developments noted in Table 3.0 indicates that the existing available storage is expected to be insufficient to service the committed developments. However, it should be noted that the Mount Forest water system has a significant surplus of supply which is available to augment this storage deficiency.

Refer to Table 1.0 and Table 1.1 for additional information.

Wastewater Treatment Plant:

The Mount Forest WWTP has a rated treatment capacity of 2,818m³/day. The three-year annual average day flow decreased from 1,901m³/day to **1,882m³/day**. Calculations provided in Table 2.0 (attached) indicate the uncommitted reserve capacity has increased from 804 to **877** equivalent residential units.

Table 2.0 summarizes the sewage treatment reserve capacity calculations for 2025.

Additionally, in conjunction with the reserve capacity calculations, we have completed a high-level assessment of the extraneous flows within the Mount Forest sewage collection system. This assessment compares the precipitation, temperature, average day demand of water and the average day flow measured at the WWTP on a monthly basis. The results indicate that the extraneous flows over and above the expected amount within a typical system is, on average, **205m³/day**, which equates to an estimated **240 ERUs**. The relationship between the wastewater flows and temperature is indicative of a system that may be subject to some groundwater infiltration and sump pump connections to the sanitary system, but not necessarily direct inflow (i.e., roof leaders, catchbasins). There is a significant increase in wastewater flow during the high groundwater and precipitation period in April, however, there does not appear to be any correlation with the high precipitation period in July, further suggesting that a saturated ground condition is the main cause of extraneous flows.

Summary:

It is important to note that the active developments as listed in Table 3.0 are included as committed development, therefore will not reduce the water supply and wastewater treatment ERUs available for uncommitted developments.

The need for additional municipal water storage is apparent based on the calculations. Although the storage deficit is becoming significant, the excess supply in the system provides a safe guard to supplement storage deficiencies. However, with growth the excess supply will diminish as storage requirements increase at the same time, therefore it is recommended that the process of establishing additional system storage commence as soon as possible. This process would start with a Municipal Class EA for the construction of a new water storage facility.

Following Council's review and adoption of the attached report, we would recommend that a copy be forwarded to the MECP District Office in Guelph and the Wellington County Planning Department.

We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Respectfully, Triton Engineering Services Limited

Dustin Lyttle, P. Eng.

Encl. cc:

Darren Jones, Chief Building Official, Township of Wellington North Brooke Lambert, Chief Administrative Officer, Township of Wellington North Corey Schmidt, Manager of Environmental Services, Township of Wellington North

TABLE 1.0 TOWNSHIP OF WELLINGTON NORTH MOUNT FOREST WATER SUPPLY 2025 RESERVE CAPACITY		
	DESCRIPTION	2024
1	Firm Operational Capacity ¹	5,976
2	Three-Year Max Day Demand (m ³ /d) ²	2,105
3	Three-Year Average Day Demand (m ³ /d) ³	1,400
4	Reserve Capacity (m ³ /d) (1) - (2)	3,871
5	Three-Year Max/Average Day Peak Factor (2) ÷ (3)	1.50
6	Three-Year Average Day Residential Demand (m ³ /d) ⁴	1,103
7	Peaked Max Day Residential Flow (m ³ /d) (5) x (6)	1,659
8	Occupied Serviced Households ⁵	2,460
9	Persons Per Existing Residential Unit (2021 Census Data)	2.24
10	Population Served (8) x (9)	5,510
11	Maximum Residential Day Demand Per Capita (m ³ /d) (7) ÷ (10)	0.301
12	Additional Population that can be Served (4) ÷ (11)	12,853
13	Person Per Equivalent Residential Unit (2024 Growth Management Action Plan - 2026 Target)	2.44
14	Additional Equivalent Residential Units that can be served. (12) ÷ (13)	5,268
15	Committed Equivalent Residential Units (Table 3)	219
16	Uncommitted Reserve Capacity Equivalent Residential Units (14) - (15)	5,049
1	Operational Capacity is as per the 2020 Technical Study Update.	
² Max day demand is the average of the maximum day demand of 2022, 2023 (adjusted) and 2024		
$(2,340 \text{ m}^3/\text{d}, 2,116 \text{ m}^3/\text{d} \otimes 1,960 \text{ m}^3/\text{d} \text{ respectively}).$		
³ Average day demand is the average daily demand of 2022, 2023 & 2024 (1,391 m ³ /d , 1,377 m ³ /d and 1,422 m ³ /d* respectively)		
and 1,432 m ³ /d* respectively). ⁴ Average residential demand is the average daily demand with the ICI users discounted from 2022,		
2023 and 2024 (1,127 m ³ /d, 1,082 m ³ /d and 1,102 m ³ /d respectively)		
⁵ 2,385 (2023) + 75 units connected in 2024.		
Note: The values presented have been rounded.		

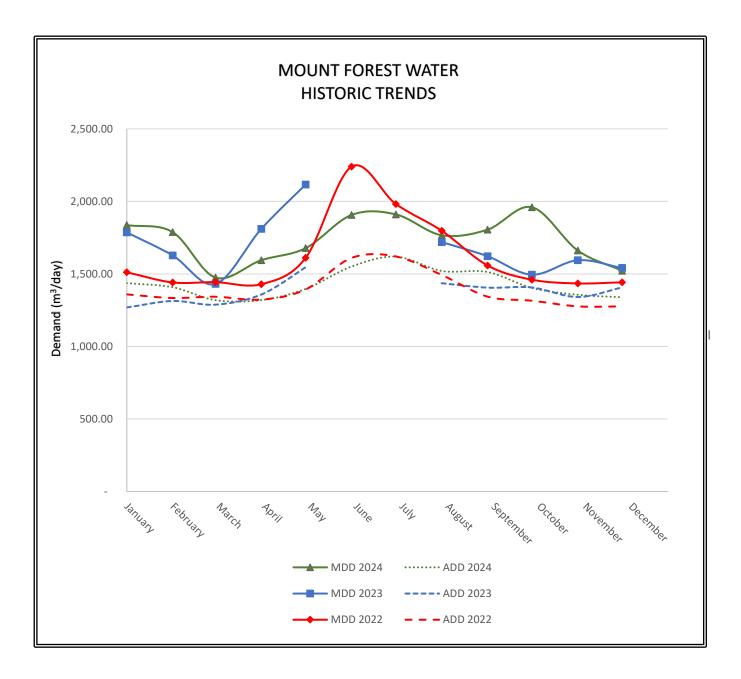


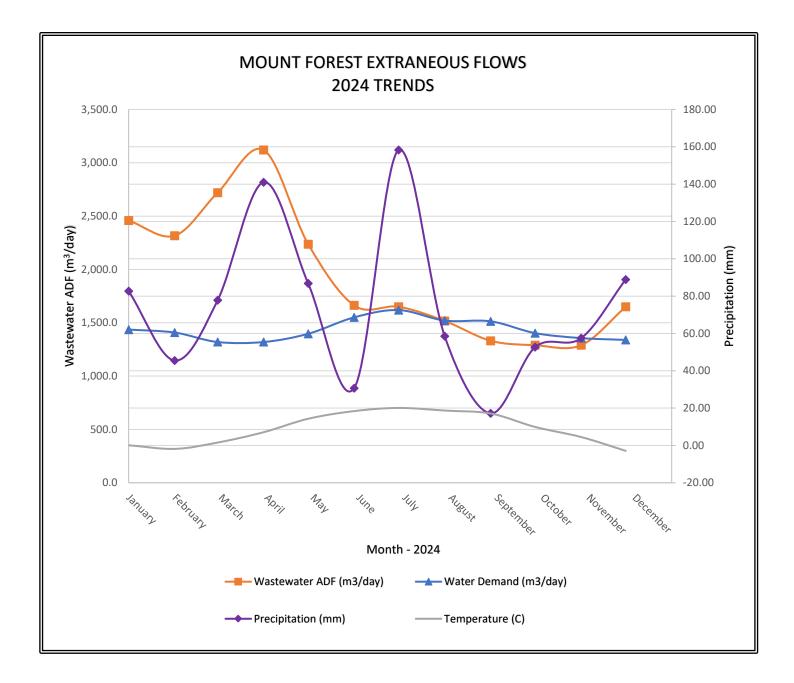
TABLE 1.1 TOWNSHIP OF WELLINGTON NORTH MOUNT FOREST WATER STORAGE 2025 ASSESSMENT		
DESCRIPTION	2024	
1 Existing System Storage (m ³) ¹	2,000	
2 Three-Year Max Day Demand (m ³ /d) (Table 1)	2,105	
3 Existing Storage Required (m ³) (as per MECP Guidelines)	2,705	
4 Existing Storage Deficit (m ³) (1) - (3)	-705	
5 Committed Equivalent Residential Units (Table 3)	219	
6 Storage Required to Service Committed Developments (m ³)	2,805	
7 Additional Storage Deficit (m ³) (1) - (6)	-805	
¹ Existing System Storage provided by Stand Pipe constucted in 1985.		
Note: The values presented have been rounded.		

TABLE 2.0 TOWNSHIP OF WELLINGTON NORTH MOUNT FOREST WASTEWATER 2025 RESERVE CAPACITY		
DESCRIPTION	2024	
1 Design Capacity of Sewage Treatment Facility (m ³ /d)	2,818	
Average Day Flow ¹ (m ³ /d) (Average of 2022, 2023 and 2024 Average Day Flows)	1,882	
3 Reserve Capacity (m ³ /d) (1) - (2)	936	
4 Expected New Development Per Capita Flow ² (m^3/d)	0.350	
Additional Equivalent Population that can be Served $5 (3) \div (4)$	2,674	
 Person Per Equivalent Residential Unit (2024 Growth Management Action Plan - 2026 Target) 	2.44	
 7 Estimated New Equivalent Residential Unit Flow Rate 7 (4) x (6) 	0.854	
Additional New Equivalent Residential Units that can be Served (5) ÷ (6)	1,096	
9 Committed Development Residential Units (Table 3)	219	
Uncommitted Reserve Capacity New Development Equivalent Residential Units (8) - (9)	877	
^{1.} Average day flow is the average daily flow from 2022, 2023 and 2024 (1,790 m ³ /d, 1,920 m ³ /d and 1,936 m ³ /d respectively)		
² Adjusted per person flow rate based on MOE recommended values and supported by current water usage rates.		
Note: The values presented have been rounded.		

TABLE 3.0 TOWNSHIP OF WELLINGTON NORTH MOUNT FOREST SUMMARY OF COMMITTED & BUILT DEVELOPMENTS 2024			
COMMITTED DEVELOPMENTS	ALLOCATED	UNITS ALLOCATED IN 2024	REMAINING (END OF 2024)
Lucas Subdivision (Reeves)	34	0	1
Martin Street (Betty Dee Ltd.)	3	0	1
London Road Subdivision (Bye)	30	0	22
Marlanna Homes - Newfoundland Subdivision (400 King St East)	24	2	16
Archcon Group Ltd (773 Princess St)	32	32	0
John Welton Custom Home Building - Sunvale Home Subdivision (Cork & Martin St)	141	0	141
Farhan Mahood (425-427 King Street East)	18	0	18
Wilson Developments Inc (440 Wellington Street East)	28	28	0
INFILL LOTS ¹	20	13	20
SUB-TOTAL	330	75	219
TOTAL COMMITTED UNITS			219
¹ 20 infill lots to be allocated each year.			

TABLE 4.0 TOWNSHIP OF WELLINGTON NORTH MOUNT FOREST EXTRANEOUS FLOWS 2024					
MONTH	PRECIPITATION ¹ (mm)	AMBIENT TEMP. (C°)	WASTEWATER ADF (m ³ /day)	WATER ADD (m ³ /day)	EXTRANEOUS FLOW (m ³ /day)
January-2024	82.70	0.11	2,458.4	1,436.4	1,022.0
February-2024	45.50	-1.85	2,316.7	1,408.6	908.1
March-2024	77.80	1.55	2,720.4	1,319.6	1,400.9
April-2024	141.00	7.10	3,119.7	1,319.7	1,800.0
May-2024	86.80	14.30	2,237.5	1,396.9	840.6
June-2024	30.70	18.40	1,663.1	1,551.1	112.0
July-2024	158.30	20.10	1,650.7	1,619.1	31.5
August-2024	58.50	18.70	1,517.3	1,520.7	0.0
September-2024	17.20	17.10	1,331.3	1,513.7	0.0
October-2024	52.70	9.90	1,289.8	1,403.1	0.0
November-2024	57.50	4.50	1,290.2	1,356.4	0.0
December-2024	88.90	-2.90	1,649.7	1,339.4	310.3
AVERAGE	897.4 (TOTAL)	8.92	1,937	1,432	535.5
REASONABLE EXTRA	REASONABLE EXTRANEOUS FLOW BASED ON POPULATION - TABLE 1.0 (m ³ /day) ² 330.6				330.6
EXTRANEOUS FLOW OVER AND ABOVE REASONABLE AMOUNT(m ³ /day) 204			204.8		
EQUIVALENT RESIDENTIAL UNITS USED BY EXTRANEOUS FLOWS (ERU) ³ 239.8				239.8	
 ¹ Environment Canada - Daily Data Report for Mount Forest ² Expected infiltration based on 60 Litres per person per day allowable infiltration (modified historic MOE Standard). 					
³ Based on Future Deve	³ Based on Future Development Unit Sanitary Flow Rate				

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SCHEDULE A

APPLICATION FOR SEWAGE ALLOCATION

DATE	Feb/21/25
APPLICANT	MAMITA DEUSLOPMENTS ANE
ADDRESS	SH-HOWELLST BRAMPTON, ONT, 264-347
PHONE 416	788-2142 EMAIL ADDRESS HARDINGER & MANTAHOUES
+10	syinder @ Manta Homes. Com
DEVELOPER	Same as applicant
ADDRESS	
HOME PHONE	EMAIL ADDRESS
PROJECT NAME	
ROLL #	F1 23490000606520
STREET	- Cork Sh. Mount Forest
LEGAL DESCRIPTION	PART LOTS GHET McDonald SUSVY
# OF ALLOCATIONS	50 ynuts - (28 stouch town 160322 PART 1, 61 R2221
PROJECT DESCRIPTION	

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

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

YES

Comcile appeared

NO NO

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

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

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

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

Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).

Project will utilize existing sanitary infrastructure.

Project meets the unit density required by current planning policy.

Project includes the building of purpose built rental.

Project includes provisions that are consistent with the Township's Community Growth Plan:

Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).

Project will see construction commence within the next calendar year.

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

Development Clerk, Township of Wellington North, 7490 Sideroad 7 W, PO Box 125, Kenilworth, ON N0G 2E0 tpringle@wellington-north.com 519-848-3620 ext 4435.

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

DATED: Feb/21/202 S SIGNATURE: ARTINDER KAND PRINT NAME:

PRIORITY CONSIDERATIONS

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

Consideration	Available Points
Built Boundary (Arthur or Mount Forest)	No = 0 Yes = 2
Central Intensification Corridor	No = 0 Yes = 2
Ministry of Environmental Approvals (Environmental Compliance Approval)	No = 0 Yes or N/A = 5
Capital Contribution by Developer	No = 0 Yes = 5
Existing Sanitary Infrastructure Connects to Existing Sanitary Main Minor Extension (<25m) to Existing Sanitary Main Major Extension (>25m) to Existing Sanitary Main	10 5 3
Purpose Built Rental Housing	No = 0 Yes 5
Community Growth Plan (CGP) Non-Consistent Consistent with Some of CGP Consistent with Multiple Aspects of CGP	0 3 5
Unit Density - Project Meets Official Plan Density Targets	No = 0 Yes 3
Consistent with Municipal Servicing Standards and Servicing Master Plan	No = 0 Yes 2
Construction Starts in Next 18-Months Unlikely Somewhat Likely Very Likely	0 5 (10)
Developer Has Received Other Municipal Approvals Not Yet Applied Applied But Not Yet Approved Yes or N/A	0 3 5
Development: Mamta Subdivision-Cork St	Total Score: Total Score = 52

SCHEDULE A

APPLICATION FOR SEWAGE ALLOCATION

DATE	20- FEB-2025
APPLICANT	Matt Rapke
ADDRESS	237 Industrial Drive, Mount Forest
PHONE	Sig-270-0989 EMAIL Matt Durlson corp.cg

DEVELOPER	5053745 Ontarro Inc. (Wilson Developments)
ADDRESS	237 Industrial Orrie, Mount Forest
HOME PHONE	579-509-8000 EMAIL ADDRESS

PROJECT NAME	Trailside Mount Forest Phase /
ROLL #	2349-00000-20231-00000
STREET	461 Wellmaton Street East
LEGAL DESCRIPTION	Park Lot 3 55 Birmongham St. PL Tan 14
# OF ALLOCATIONS	24 units Parest
PROJECT DESCRIPTION	Two 12-unit staked townhouses - Phase 1

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

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

Site Plan >Second Submission Submitted & reviewed. Targetting construction start date of August. Anticipate approval before target date, YES NO NO

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

Reproject is located within the built boundary	of Arthur or Mount Forest as described within the
A Thoreacted within the built boundary	of Arthur of Mount i ofest as described within the
Township's Development Charges By-Law.	of Arthur or Mount Forest as described within the

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

MA -> Project has a Ministry of Environment Approvals (Environmental Compliance Certificate).

Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).

Project will utilize existing sanitary infrastructure.

Project meets the unit density required by current planning policy.

Project includes the building of purpose built rental.

Project includes provisions that are consistent with the Township's Community Growth Plan:

Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).

Project will see construction commence within the next calendar year.

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

Development Clerk, Township of Wellington North, 7490 Sideroad 7 W, PO Box 125, Kenilworth, ON N0G 2E0 tpringle@wellington-north.com 519-848-3620 ext 4435.

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

SIGNATURE: PRINT NAME:

PRIORITY CONSIDERATIONS

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

Consideration	Available Points		
Built Boundary (Arthur or Mount Forest)	No = 0	Yes 2	
Central Intensification Corridor	No =	Yes = 2	
Ministry of Environmental Approvals (Environmental Compliance Approval)	No = 0	Yes or N/A =5	
Capital Contribution by Developer	No =0	Yes = 5	
Existing Sanitary Infrastructure Connects to Existing Sanitary Main Minor Extension (<25m) to Existing Sanitary Main Major Extension (>25m) to Existing Sanitary Main	10 5 3		
Purpose Built Rental Housing	No = 0	Yes = 5	
Community Growth Plan (CGP) Non-Consistent Consistent with Some of CGP Consistent with Multiple Aspects of CGP	035		
Unit Density - Project Meets Official Plan Density Targets	No = 0	Yes 3	
Consistent with Municipal Servicing Standards and Servicing Master Plan	No = 0	Yes 2	
Construction Starts in Next 18-Months Unlikely Somewhat Likely Very Likely	0 5 (10)		
Developer Has Received Other Municipal Approvals Not Yet Applied Applied But Not Yet Approved Yes or N/A	035		
Development:	Total Score		
461 Wellington Street East	Total S	core = 47	

SCHEDULE A

APPLICATION FOR SEWAGE ALLOCATION

DATE	Marcj 24, 2025	Marcj 24, 2025		
APPLICANT	Deer Ridge Heig	Deer Ridge Heights Inc		
ADDRESS	PO Box 249 5093 Fountain St	PO Box 249 5093 Fountain Street North, Breslau, ON N0B 1M0		
PHONE	519-648-2285	EMAIL ADDRESS	iletford@deerridgeheights.ca	

DEVELOPER	Deer Ridge Heights Inc		
ADDRESS	PO Box 249 5093 Fountain Street North, Breslau, ON N0B 1M0		
HOME PHONE	519-648-2285	EMAIL ADDRESS	iletford@deerridgeheights.ca

PROJECT NAME	Mount Forest Subdivision	
ROLL #	234900006076000000	
STREET	Main Street South, Mount Forest	
LEGAL DESCRIPTION	Part Park Lots Q&R, Survey MacDonald's Mount Forest, Part Lot 2, Concession WOSR, Divisions 3&4, geographic Arthur, being Part 1 on Ref Plan 61R-7881	
# OF ALLOCATIONS	75 (65 single-detached and 10 semi-detached)	
PROJECT DESCRIPTION	Phase 1 of draft-approved subdivision 23T-13002	

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

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

X YES

□ NO

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

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

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

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

Reproject will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).

Project will utilize existing sanitary infrastructure.

Project meets the unit density required by current planning policy.

Project includes the building of purpose built rental.

Project includes provisions that are consistent with the Township's Community Growth Plan:

Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).

Project will see construction commence within the next calendar year.

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

Development Clerk, Township of Wellington North, 7490 Sideroad 7 W, PO Box 125, Kenilworth, ON NOG 2E0 tpringle@wellington-north.com 519-848-3620 ext 4435.

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

DATED: March 24/25 SIGNATURE: PRINT NAME: Ian Letford, CPA, CA

PRIORITY CONSIDERATIONS

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

Consideration	Available P	oints
Built Boundary (Arthur or Mount Forest)	No = 0	Yes =2
Central Intensification Corridor	No =0	Yes = 2
Ministry of Environmental Approvals (Environmental Compliance Approval)	No = 0	Yes or N/A =5
Capital Contribution by Developer	No =0	Yes = 5
Existing Sanitary Infrastructure Connects to Existing Sanitary Main Minor Extension (<25m) to Existing Sanitary Main Major Extension (>25m) to Existing Sanitary Main	10 5 3	
Purpose Built Rental Housing	No = 0	Yes 5
Community Growth Plan (CGP) Non-Consistent Consistent with Some of CGP Consistent with Multiple Aspects of CGP	0 3 5	
Unit Density - Project Meets Official Plan Density Targets	No = 0	Yes 3
Consistent with Municipal Servicing Standards and Servicing Master Plan	No = 0	Yes 2
Construction Starts in Next 18-Months Unlikely Somewhat Likely Very Likely	0 5 10	
Developer Has Received Other Municipal Approvals Not Yet Applied Applied But Not Yet Approved Yes or N/A	0 3 5	
Development: Deer Ridge Subdivision	Total Score Total S	core = 40

INF 2024-008 ATTACHMENT 4

SEWAGE ALLOCATION AGREEMENT

 THIS AGREEMENT made this _____ day of ______, 202___.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

- and -

Enter Company Name Here

(the "Owner")

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule "A" (the "Owner's Lands");
- B. The County of Wellington Planning and Land Division Committee has approved [ENTER NAME OF SUBDIVISION] (X) pursuant to the County of Wellington Notice of Draft Approval [ENTER DATE] (the "Development Lands") subject to the conditions of approval;
- C. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for [ENTER TOTAL NUMBER OF UNITS] (X) sewage allocation units pursuant to the Township's Sewage Allocation Policy;
- D. The Township has passed a resolution approving the [ENTER TOTAL NUMBER OF UNITS] (X) sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township's Sewage Allocation Policy; and,
- E. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the [ENTER TOTAL NUMBER OF UNITS] (X) sewage allocation units will be released over 36 months including [ENTER APPROX 1/3 OF UNITS] (X) units within 12 months, [ENTER APPROX 1/3 OF UNITS] (X) additional units within 24 months, and [ENTER APPROX 1/3 OF UNITS] (X) additional units within 36 months of this agreement.

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 acknowledged, the parties agree as follows:

1. Approval.

a. Upon the registration of the subdivision agreement, the Township shall grant provisional approval to the Owner for [ENTER TOTAL NUMBER OF UNITS] (X) sewage allocation units for the Development Lands allocated over the following time periods:

- i. [ENTER TOTAL NUMBER OF UNITS] (X) units within thirty six (36) months of execution of this agreement.
- b. The provisional allocation is granted for a period of thirty (36) months from the date of this agreement, expiring on [ENTER EXPIRY DATE] (the "Expiry Date").
- c. Any sewage allocation units not completed by the Expiry Date shall lapse and be returned to the general pool of available uncommitted sewage allocations. No further building permits may be issued after the Expiry Date until such time as the Owner has obtained an extension or further sewage allocation.

2. Acknowledgment of Owner. The Owner acknowledges that:

- a. the Township is not obligated to extend the Expiry Date or to grant further provisional sewage allocation units for the Development Lands or any future phases of the development;
- b. the Township may approve sewage allocation units to other developments prior to approving further provisional sewage allocation units for the Development Lands or any future phases of the development; and,
- c. the granting of sewage allocation is based upon the continued availability of sewage treatment facility capacity; that such capacity may change or be reduced over time; and, provisional sewage allocation units may have to be withdrawn in instances of inadequate sewage treatment facility capacity or other reason.
- 3. **Compliance with By-laws, Rules and Regulations.** The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations, by-laws and policies including the Township Sewage Allocation Policy.
- 4. **The Township's Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this agreement.
- 5. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this agreement, for credits against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.
- 6. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this agreement.

7. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this agreement. The law of contract applies to the agreement and the parties are entitled to all remedies arising from it.

8. Assignment.

- a. The Owner may assign any of the sewage allocation units to builders within the Development Lands with the prior written approval of the Township, as described in section 1 of this agreement.
- b. The sewage allocation units may not be assigned to any lands outside of the Development Lands, as described in section 1 of this agreement.
- c. The Owner agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this agreement without first ensuring that the proposed assignee has entered into an assumption agreement in a form satisfactory to the Township, requiring the assignee to be bound by all of the terms and conditions of this agreement.
- 9. Acceptance by Fax or Email. The parties acknowledge and agree that the communication of this agreement may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.
- 10. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.
- 11. **Severability**. If any provision of this agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.
- 12. **Enforcement.** The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
- 13. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

ANDY LENNOX – Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

COMPANY NAME

Signing Authority - Title

Signing Authority - Title I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS:

DEVELOPER'S PHONE NUMBER:

DEVELOPER'S EMAIL ADDRESS:

Schedule "A" DESCRIPTION OF THE OWNER'S LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being compromised of:

[ENTER LEGAL DESCRIPTION]

PIN: [ENTER PIN NUMBER]

LRO #61



TOWNSHIP OF WELLINGTON NORTH

TO:	Mayor and Council
DATE:	2025-04-22
MEETING TYPE:	Open
SUBMITTED BY:	Brooke Lambert, Chief Administrative Officer
REPORT #:	CAO 2025-006
REPORT TITLE:	Fleet Management Policy Update

RECOMMENDED MOTION

THAT Township of Wellington North Council receive for information Report CAO 2025-006, regarding the Township's Fleet Management Policy Update;

AND THAT Council endorses the updates to the Fleet Management Policy as outlined in this report;

AND FURTHER THAT Council approves the update to the Township of Wellington North's mileage reimbursement rate to reflect the Canada Revenue Agencies (CRA) annual rate and that this rate be adjusted on the same schedule;

AND FURTHER THAT Council direct the Joint Fire Services Management Team to develop a Fleet Management Policy for Fire Services vehicles to be considered at a future date.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

CAO 2016-021 Fleet Management Policy

PW 2015-094 Public Works Fleet

PW 2015-075 Water and Sewer Fleet Analysis

April 11, 2022

Councillor Burke, Notice of Motion March 21, 2022 Regular Council Meeting

RESOLUTION: 2022-111

Moved: Councillor Burke

Seconded: Councillor Yake

THAT Council appoint a committee to review the Fleet Management policy and bring recommendations back to a future meeting of Council;

AND FURTHER THAT the committee consist of

- 1 member of Council
- 1 Fire Department representative
- 1 Building Department representative
- 1 Operations Department representative
- 1 Finance Department representative

CARRIED

Council directed staff to revisit the appointment of a committee to review the Fleet Management Policy once a new treasurer is in place.

BACKGROUND

As part of ongoing service delivery and day-to-day operations, the use of various township vehicles is required. In October 2016, following the review of a cross-departmental working group, the Township adopted a comprehensive Fleet Management Policy to guide the use of all Township vehicles. Since then, this policy has provided the framework for the use, purchase, maintenance and disposal of vehicles and has been a valuable resource as part of the budget process related to both capital and operational planning.

As of 2025, the Township has 44 vehicles (not including Fire Services) with an historical purchase cost of approximately \$3.5 million and a current replacement cost of approximately \$13 million. These vehicles are used to deliver a wide range of services from building, transportation, infrastructure, environmental services and recreation and community and economic development.

In 2022, Council directed staff to undertake a review of the Fleet Management Policy. Following the completion of the Strategic Plan and the Growth Management Action Plan, a cross-departmental team including all of Senior Management (including Fire, Building, Operation and Finance) reviewed the policy. Additional consultation was conducted with a representative of Council. This report outlines the findings.

ANALYSIS

In keeping with the cross-departmental approach, staff undertook a review of the Fleet Management Policy to ensure this policy remains relevant and appropriate. Overall, it was felt that the policy is sound with only minor revisions suggested. This policy has provided a valuable framework for the overall management of these assets and has been generally followed closely (if not exceeded in terms of the various thresholds for vehicle replacement requests).

Based on this review, staff are proposing the following updates to the Fleet Management Policy:

• Updating some of the km thresholds related to eligible vehicle, purchases/replacements;

Council Agenda April 22, 2025

- Reviewing vehicle needs based on service delivery requirements, rather than individual positions (this may translate into vehicles proposed for teams or service areas, that can be pooled for use as appropriate or different types of vehicles such as SUVs or sedans);
- Updating the policy to account for innovations in technology related to dash cams, GPS, and automated speed enforcement;
- Updating the policy to reflect potential forms of impairment related to illegal and legal substances (legal cannabis); and
- Refining the policy to refer to vehicles for all Township Service delivery, except for Fire Services (in recognition that Fire Services/Emergency Management will have different fleet requirements).

Township Mileage Rate

As part of this process, staff also conducted a review of the current mileage rate approved by Council, which has not been updated since 2008 (currently .50 cents per km). Benchmarking the Township's mileage rate with other several other municipalities, it is recommended that the mileage rate be updated at this time as well.

Overall, there is a trend towards using the Canada Revenue Agency (CRA) rate on an incremental scale. For example, in 2025 the CRA rate was 0.72 cents per km up to 5000 km, at which point it was reduced to 0.66 per km.

Staff recommend this approach be adopted in the Township of Wellington North, effective immediately. CRA revises this rate on an annual basis (effective January 1 each year) and staff also recommend that the rate remain in line with the annual CRA updates.

CONSULTATION

Staff consulted with the Senior Management Team and one representative of Council. Staff also consulted with the Township's insurer.

FINANCIAL CONSIDERATIONS

The Fleet Management Policy has a direct impact on the capital and operating budgets of the Township. Individual fleet purchasing decisions will continue to be reviewed as part of the capital budget. The revised mileage rate will have a nominal impact on the anticipated mileage expenses reimbursed to staff.

ATTACHMENTS

Appendix A – Draft Fleet Management Policy

STRATEGIC PLAN 2024

□ Shape and support sustainable growth

- Deliver quality, efficient community services aligned with the Township's mandate and capacity
- Enhance information sharing and participation in decision-making
- ⊠ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer $\ igtimes$



Fleet Management Policy

Department:	CAO
Policy Number:	004-2016 - update
Effective Date:	May 1, 2025
Legislative Authority:	N/A
Approved by:	Resolution 2016-448 - update
Review Period:	Every five years

PURPOSE

To establish the rules and responsibilities governing the use of Township of Wellington North vehicles and to outline procedures for day- to-day operations. Fleet management is an asset management discipline and the main objective is to provide the appropriate service level at the lowest long-term cost.

SCOPE

This policy relates to all vehicles used to deliver township services, (except in the case of fire protection) and applies to all Township of Wellington North employees.

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1. DEFINITIONS

Business Use – Any activity requiring the use of a Township vehicle in the direct delivery of services for Township of Wellington North and its residents.

CRA – Canada Revenue Agency.

Township Vehicle – A vehicle made available to an eligible Township employee to conduct Township business within the Township of Wellington North. On occasion, Township business my extend to outside of the Township of Wellington North limits.

Occasional Business use – Occasional business use of a vehicle refers to the use of an employee's personal vehicle to conduct Township business.

On-Call - a status whereby a worker can be called out to a work site during or after the normal working day on a moment's notice to attend to a work related incident. On call is determined either by a collective agreement or at the discretion of the department head or CAO of the Township. This does not apply to employees responding to emergency measures under the Community Emergency Management Plan.

2. VEHICLE ELIGIBILITY

- 2.1 Based on service requirements, Township of Wellington North, at the discretion of the appropriate Department Head and with the approval of Township Council, will acquire vehicles for business use.
- 2.2 The mileage threshold for the acquisition of a vehicle for a particular service area should be based on the expectation of a minimum of 15,000 km annually for Township business (individually or as part of a team). Written justification must be provided for acquisition of a vehicle where the expected annual mileage is less than 15,000 kilometers. Other factors may also be considered including the nature of the position, the expectation to travel and limitations related to Township insurance covering private vehicle use for work related tasks. The deliberation and decision to procure a new Township vehicle will

typically be handled in conjunction with the Township's annual capital budgeting process. Additions to the fleet will consider a number of factors (service level needs, staffing impact, availability of contracted services, appropriate storage).

- 2.3 Any person making use of a Township vehicle must bear in mind that the manner of use reflects on the Township of Wellington North and its employees. It is therefore important to avoid any situation that has the possibility of creating a negative public perception of the Township. Examples of this would include inappropriate/unsafe driving practices (i.e. speeding or driving aggressively), use of the vehicle for obvious non-business purposes (i.e. driving to a movie theatre, LCBO, use of the vehicle while on vacation) or carrying or towing items that are not related to Township business (i.e. tent trailer or other recreational equipment). Any complaint from the public regarding a driver's behavior while using a Township vehicle will be investigated by the Department Head and appropriate action taken.
- 2.4 The Township of Wellington North will provide compensation to employees who use their personal vehicles for occasional business use in accordance with the per kilometer rates approved by Council.
- 2.5 The Township of Wellington North will permit employees, who require a vehicle for occasional business use to acquire a daily rental vehicle only if,
 - 2.5.1 a Township vehicle is not available;
 - 2.5.2 a trip to gain access to a Township vehicle would impair employee productivity (e.g. traveling an inordinate distance to pick up the vehicle);
 - 2.5.3 Vehicle rental makes financial sense, i.e. less expensive than using personal vehicle.

3. CONDITIONS FOR USING A TOWNSHIP VEHICLE General Use

- 3.1 Township vehicles are provided for business purposes only and may not be used for personal purposes. Further, use of a township branded vehicle provides advance identification when arriving to an off-site location (for example, a construction site or attending to a complaint). In cases where concerns related to staff anonymity exist (where recognition of personal vehicles may be unwanted), using a township vehicle may also be a more appropriate choice.
- 3.2 There are occasions when a township vehicle may be located after regular working hours at the residence of a municipal employee. Permission for this will be at the discretion of the CAO or Department Head taking into consideration the efficient use of municipal resources.

- 3.3 The permission to use township vehicles to travel to and from the workplace and park said vehicles at the employees place of residence will typically be granted for employees with job descriptions and/or rotating shifts that designate them as being "on-call" as defined in this policy. Consideration on the distance travelled to and from work and the impact on vehicle depreciation may impact fleet allocation decisions.
- 3.4 Township vehicles that are taken home by an employee shall be returned to (or remain at) the appropriate Township location when the employee is away from work for any prolonged period due to vacation, extended illness or any other reason, as directed.
- 3.5 The use of seat belts is mandatory at all times when vehicle is in motion.
- 3.6 Smoking/vaping and ingesting other legal cannabis products is strictly prohibited in all Township vehicles and equipment.
- 3.7 All vehicles must be used in compliance with driving laws, ordinances and regulations.
- 3.8 Township vehicles (exteriors and interiors) shall be kept clean and tidy reflecting a professional standard that is respectful of the public investment that has been made.
- 3.9 Hitchhikers must not be picked up under any circumstances.
- 3.10 The Township of Wellington North is not liable for fines resulting from traffic/ parking violations, including tickets resulting from automated speed enforcement . It is the responsibility of the driver to deal promptly with any violations and subsequent charges if any. Township staff shall promptly report driving violations received while in a Township vehicle to their supervisor.
- 3.11 Drivers are not permitted to use highway toll such as the 407 ETR except:
 - 3.11.1 In case of emergency such as road closures or accidents.
 - 3.11.2 If the use of the highway will significantly reduce the travel time. Approval from the Department Head must be obtained.
- 3.12 All vehicles must be locked when unattended and valuables removed when appropriate. Vehicle keys shall be stored securely off-site (i.e. not left in vehicle). Township IT equipment (laptops, cellphones) should not be kept in vehicles when they are not actively in use (stored or parked overnight).

- 3.13 All employees, including Summer, Co-op students and seasonal staff, must have a valid G or G2 class Ontario driver's license and be able to show evidence of a satisfactory driving record before operating a Township vehicle. The license must always be carried when operating a vehicle. When a job specification includes a requirement for a valid driver's license (of any class), a photocopy of the incumbent's current driver's license must be provided to their Department Head upon commencement of employment in the position. This MUST occur before the employee is permitted to operate a Township vehicle. When a job description includes a requirement for a satisfactory driving record, a driver abstract must be provided as a condition of employment. The Township reserves the right to obtain periodic driver's abstracts from the Ministry of Transportation to ensure drivers of Township vehicles have the appropriate licensing in good standing.
- 3.14 Annual driver abstracts will be attained by the appropriate department head for all employees who regularly utilize Township vehicles.
- 3.15 Employees are also required to immediately notify their manager of any restrictions assigned to their driver's license during the course of their employment. Failure to do so will result in disciplinary action against the employee. This requirement is applicable to any Township employee who is assigned to temporary, contract or permanent positions. The requirement for a valid driver's license abstract must be outlined in the job specification and in the job advertisement.
- 3.16 Driving under the influence of alcohol, or legal/ illegal drugs (cannabis or otherwise), transporting of such drugs, driving without a license or with a suspended license subjects the Township employee to disciplinary action up to and including dismissal. (Note: Driving under the influence invalidates insurance.)
- 3.17 While the law is straightforward regarding intoxication and impaired driving, employees must use good judgment and refrain from driving if using any medication that may impair their ability to drive.
- 3.18 Township vehicles may only be driven outside Ontario when specifically approved by Township's CAO. A written request must be completed and detailing the travel need.
- 3.19 Passengers may be carried in a Township vehicle only if such passengers are being carried in relation to the business use of the vehicle.

3.20 Township vehicles may be fitted with dashcams or other geographic positioning systems (GPS) devices. The Township reserves the right to utilize these tools for the purpose delivering Township services and will adhere to relevant privacy and data storage legislation, and township policies (electronic monitoring policy).

4. **REPORTING VEHICLE USE (see section 10 for information on Taxable Benefits)**

- 4.1 Any personal use of a Township vehicle will result in a taxable benefit as per CRA guidelines.
- 4.2 Township vehicles may only be driven by staff that have been authorized to do so. In case of emergency (e.g. medical), licensed drivers residing in the household may drive the vehicle.
- 4.3 Under no circumstances is any person, other than a Township employee, authorized to sign for the use of the Township Fuel Card.

5. OTHER USE

- 5.1 Township vehicles may not be used for trailer towing unless equipped with a trailer-towing package suitable for the load/trailer to be towed.
- 5.2 Failure to comply with any of the conditions for using a Township vehicle subjects the employee to disciplinary action up to and including dismissal. Such action may also include cash reimbursement by the employee to the Township for expenses incurred.

6. **REPLACEMENT OF VEHICLES**

Fleet Optimization

- 6.1 While the Township must ensure that it has the appropriate resources to deliver its services effectively and efficiently, due consideration must also be given to the use of fuel-efficient, alternative fuel vehicles, hybrid technology vehicles or different vehicle types (smaller/compact) whenever it is operationally feasible to do so. Optimizing the fleet efficiency will result in decreased fuel consumption and exhaust emissions, thus supporting the Township's efforts to minimize its carbon footprint. Fleet optimization can be achieved in a number of ways:
 - 6.1.1 Reduce the number of vehicles consider alternative methods of travelling such as car pooling or pooling vehicles for site/service area use. Consider contracting services that require specialized vehicles.

- 6.1.2 Reduce idling time unnecessary idling wastes fuel and wasted fuel is wasted money. Every 10 minutes of idling costs at least 1/5 of a litre in wasted fuel and up to 2/5 of a litre if your vehicle has an eight-cylinder engine.
- 6.1.3 Vehicle Technology the age of the fleet must be regularly reviewed and older vehicles being disposed of.
- 6.1.4 Vehicle Classification- ensure that the type of vehicle (truck, SUV, sedan, etc..) is well suited to the service/purpose to which it is intended for.
- 6.1.5 Re-purposing vehicles when possible, looking at the repurposing of vehicles from one service area to another (for example an older vehicle in a high usage service area that is transferred to another service area where only occasional used).
- 6.1.6 Leasing Vehicles consideration of leased vehicles for set terms may also be a viable and cost-effective option for more flexible service delivery.
- 6.2 Township vehicles will be replaced, with the approval of the CAO and Council, based on the following criteria:
 - 6.2.1 The vehicle odometer reading is approaching 200,000 km.
 - 6.2.2 The vehicle hours are approaching 8,000 hours for rural plow trucks, 6000 hours for urban plow trucks, 3000 hours for lawnmowers, tractors and other small vehicles.
 - 6.2.3 The vehicle is fully amortized as per the Estimated Useful Life (amortization rates) established in the Township's Tangible Capital Asset Policy;
 - 6.2.4 The vehicle becomes unserviceable or unsafe due to a major accident or mechanical failure that would not be economical to repair.
 - 6.2.5 The required Capital Project Justification Sheet has been completed. The Justification Sheet must clearly address why a particular type/style of vehicle is needed to best serve the needs of the Township. Examples-crew cab vs. single cab, passenger van vs. car, used vehicle vs. new vehicle, contracted service vs. internal service provision
 - 6.2.6 Vehicle purchase has been approved in the Township Budget.
 - 6.2.7 Vehicle procurement follows the requirements of the Township Purchasing and Procurement Policy.

Selection of Vehicles

- 6.3 The appropriate Department Head will determine the vehicle specifications at time of replacement.
- 6.4 In certain instances, purchase of used vehicles will be considered based on written recommendation from the Department Head or direction from Council.

- 6.5 All Township vehicles must have a white exterior and the Township logo will be appropriately decaled on the front panel of the driver and passenger side.
- 6.6 Magnetic decals are not acceptable.
 - 6.6.1 Exceptions exist for Special Purpose Equipment (e.g. plow truck, , graders).
- 6.7 If a used vehicle within the fleet is in good condition and is available, the Township of Wellington North reserves the right to re-assign that vehicle to a department requiring a vehicle of the same type as opposed to acquiring a new vehicle.

7. VEHICLE FUEL AND MAINTENANCE

- 7.1 Each vehicle must be maintained in a manner that is consistent with the manufacturers maintenance schedule so that it is reliable at all times and is in a safe operating condition. Maintenance schedules will be maintained to ensure compliance with warrantee conditions. Department Heads are responsible for maintaining vehicles in their respective areas. The Township should, whenever possible, deal with a reputable properly licensed vendor for any repairs required. Maintenance records for each vehicle must be maintained.
- 7.2 Any expenses incurred to repair damage to a vehicle caused by neglect or abuse by a Township employee will be paid by the employee.
- 7.3 Each Township Department is assigned a fuel fleet card and an appropriate PIN. This PIN must be used only for the purchase of fuel for Township vehicles by the employee assigned the PIN. Each fuel receipt will be duly authorized by the employee fueling the Township vehicle.
- 7.4 The fleet card should only be used to pay for fuel expenses directly related to the operation of the vehicle. Any non-fleet related use of the fleet card is strictly prohibited. (i.e. purchase of pop, food etc.).
- 7.5 Personal "premium points" loyalty cards are not to be used in conjunction with the fuel fleet card.
- 7.6 If a fleet card is lost, stolen or damaged, the driver must notify their department head immediately. Arrangements will then be made to send a replacement card as soon as possible.
- 7.7 All fuel purchased must, where required, be of a regular, unleaded grade. Selfservice stations should be used whenever possible.

- 7.8 If a Township Driver is required to pay cash for any required gas and/or repairs, an Expense Report request form to obtain reimbursement must be completed.
- 7.9 All warranty work must be performed at an authorized dealership or a location authorized to perform warranty work.
- 7.10 Drivers must ensure that any warranty repairs they are aware of, are performed prior to warranty expiration.
- 7.11 The Township will not repair vehicles that are due for replacement unless the safe operation of the vehicle is in question. Exceptions can be made at the discretion of the appropriate Township Department Head.
- 7.12 All vehicles will be equipped with appropriately rated seasonal tires (including winter tires) when required.
- 7.13 All vehicles should be maintained in good condition and be safe to drive. Any unsafe vehicle should be removed from service immediately and repaired or replaced.
- 7.14 All vehicles over five years old require an annual safety inspection.

8. INSURANCE

- 8.1 A valid insurance certificate must be kept in the vehicle at all times. Replacements can be obtained from the Township Treasurer.
- 8.2 Any belongings carried in a Township vehicle, including the Township's assets, are NOT covered under The Township's vehicle insurance policy.
- 8.3 Township employees who use their personal vehicle for occasional business use must ensure that their insurance policy covers use of the vehicle for business purposes (minimum \$1 million liability). The Township's insurance does not cover these vehicles.

9. ACCIDENTS AND VEHICLE DAMAGE

- 9.1 Drivers involved in an accident in a Township vehicle must:
 - 9.1.1 Contact the police
 - 9.1.2 Inform their manager and the department head of the incident who will inform the CAO, HR and Finance (for insurance reporting)

9.1.3 Complete accident/incident investigation form as per the Township's Health & Safety Policy

Drivers are encouraged to visit the nearest hospital following an accident.

Note: If you are involved in an accident and are found to be at fault, it will be reflected in your personal driving record even if you are driving a Township vehicle.

10. TAXABLE BENEFITS

The below excerpts were taken from Canada Revenue Agency (CRA).

"If your employee drives your vehicle for personal reasons or you reimburse your employee for the personal driving of his or her own vehicle, there is a taxable benefit that has to be calculated and included in his or her income."

"Personal driving includes:

- Vacation trips;
- Driving to conduct personal activities;
- Travel between home and a regular place of employment, other than a point of call;
- Travel between home and a regular place of employment even if you (employer) insist the employee drive the vehicle home, such as when the employee is on call."

"Employers and employees should keep records on the use of a motor vehicle so that the total kilometers driven in a calendar year by an employee or a person related to the employee may be properly apportioned between business use and personal use"

- 10.1 The Township will rely on CRA's "Motor Vehicle Home at Night Policy"; as such motor vehicles are not to be utilized for any personal use other than travelling between home and a regular place of employment by Township employees. The Township no longer charges employees for the use of motor vehicles therefore there are income tax implications for employees who drive a Township vehicle for use that the CRA would deem to be personal.
- 10.2 A taxable benefit will be added to the income of each driver who drives a Township motor vehicle for personal use. Employees are responsible for tracking and reporting all personal use of Township motor vehicles. Employees will indicate on their bi-weekly timesheet the total kilometres driven for the period and additionally the personal kilometres driven for the period. Payroll staff will calculate the taxable benefit for the personal kilometres utilizing the CRA prescribed rate. This amount will be reflected on the employee's biweekly pay and on their annual T4. Employees will be responsible for any fines and interests resulting from inaccurate declarations made to the CRA.

11. VEHICLE DISPOSAL

- 11.1 The original registration (plate and vehicle portions) and other related documentation must be retained by the Department Head facilitate the disposal. All personal belongings should be removed from the vehicle.
- 11.2 When a vehicle is no longer in use or disposed of, the Department Head must immediately notify the Treasury department requesting the cancellation of the insurance premium. The Fleet Inventory/TCA database will be updated upon disposal.
- 11.3 All Township vehicles will be disposed of in the manner established in the Township's Purchasing and Procurement Policy. It is the Township's objective to ensure that all assets are re-marketed as cost effectively as possible.
- 11.4 In some cases, it is often more cost effective to dispose of older vehicles at local auctions rather than through advertised sale. The Department Head must inform the CAO and Department Head of such cases and be prepared to provide a rationale that would justify this course of action. After the vehicle is sold, the cheque and bill of sale should be forwarded to the Treasury department for processing.
- 11.5 If Township vehicles are traded in as part of the purchase of a new vehicle, the bill of sale for the new vehicle must explicitly show the trade-in value for the vehicle disposed of.

12. VEHICLE LICENSING

12.1 A photocopy of the registration will be retained in the glove box of each vehicle. The original vehicle registration should always be kept as part of the Township's records management.

13. VEHICLE RE-ASSIGNMENT & INVENTORY CONTROL

- 13.1 The Township's Tangible Capital Asset (TCA) database will be the primary inventory control system for all vehicles. The vehicle identifier can be the license plate, the unit number or the VIN number.
- 13.2 The appropriate Manager must ensure that any additions, disposals or reassignment of vehicles are immediately reported to the Treasury Department, who will then update TCA records.

14. SHORT TERM RENTAL CARS

- 14.1 A short term rental is defined as requiring a vehicle for a period of 3 weeks or less. If a rental vehicle is required for a month or more, a tendering process must be followed.
- 14.2 As a result of changes made to the Insurance Act in 2007, the Employer is now identified as the renter on short term rental. This means that the Township's insurance policy will respond first if an employee is in a serious atfault accident while renting a vehicle on Township business. The name of the renter should therefore be "Township of Wellington North." The name of the Township employee renting the vehicle should be listed under "licensed operator."
- 14.3 If you are involved in an accident while in a rental car, please follow the same reporting procedure as when using a Township vehicle.
- 14.4 Employees operating rental vehicles are responsible for complying with the terms of the rental contract.

15. VEHICLE/ COMMERCIAL VEHICLE SAFETY AND MAINTENANCE

Vehicle Safety

- 15.1 The Township of Wellington North is committed to ensuring that all Township vehicles are being driven in a manner that ensures the safety of its drivers and in accordance to all regulatory requirements.
- 15.2 As of October 26, 2009, Ontario's new distracted driving law makes it illegal for motorists to use hand-held wireless communication devices or any hand-held electronic entertainment devices while driving.

Commercial Vehicles Operator's Registration (CVOR)

15.3 When driving a commercial motor vehicle (i.e. grader, dump truck, loader), a daily vehicle inspection must be completed, as set out in the Highway Traffic Act. The inspection must be conducted by the driver prior to using the vehicle (unless the vehicle has been driven by more than one driver and 24 hrs have not elapsed since the previous driver conducted an inspection). To meet the requirements for a record of daily inspections, a commercial motor vehicle trip inspection report must be completed and kept in the vehicle for 24 hrs and then appropriately filed. Every driver of a Commercial Motor Vehicle is required to complete a daily log that accounts for all of his or her on- duty time and off-duty time for that day.

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15.4 An annual safety inspection is required on all heavy commercial vehicles. Stickers provided upon completion of inspections are valid in any Province or State for 12 months after the month of inspection.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 025-2025

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

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

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

1. THAT Schedule 'A' Map 2 to By-law 66-01 is amended by changing the zoning on lands legally described as Lot 25 on Plan 61M248 with civic address of 321 Domville St as shown on Schedule "A" attached to and forming part of this By-law from:

a. Low Density Residential (R1C-26) to Medium Density Residential (R2-46)

2. THAT Section 31, Exception Zone 1 – Arthur, is amended by the inclusion of the following new exception:

31.46	R2-46	Notwithstanding any other provisions to the contrary, the land zoned R2-46 shall be subject to the following regulations:
Lot 25 on Plan 61M248		• All residential dwellings shall have a minimum front yard setback of 10.5 m
(321 Domville St)		 Street Townhouse Dwellings i. Maximum number of units 3 ii. Minimum lot area 233.4 m² iii. Minimum lot frontage 5.9 m
		iv. Minimum front yard landscaping 43.6 %

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

4. THAT this By-law shall come into effect from the date of passing by Council and come into force in accordance with the requirements of the Planning Act, R.S.O., 1990, as amended.

READ AND PASSED THIS 22ND DAY OF APRIL, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 025-2025

Schedule "A"



This is Schedule "A" to By-law 025-2025

Passed this 22nd day of April, 2025

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 025-2025

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Lot 25 on Plan 61M248 with civic address of 321 Domville St, Arthur. The lands subject to the amendment is approximately 0.08 ha (0.2 ac) in size and are currently zoned Residential Site Specific (R1C-26).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands from Residential Site Specific (R1C-26) Zone to Medium Density Residential Site Specific (R2-46) Zone to facilitate the construction of 3 street townhouse units with site specific standards.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 026-2025

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

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

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

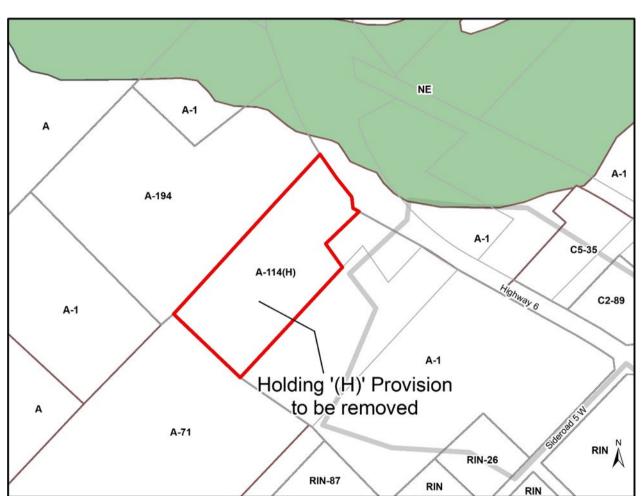
- THAT Schedule 'A' of By-law 66-01 is amended by changing the zoning of the lands described as ARTHUR CON WOSR PT LOT 13 PT DIVISION 1 AND 2 RP 61R8621 PART 12 and is municipally known as 9442 Highway 6, Mount Forest shown on Schedule "A" attached to and forming part of this Bylaw from:
 - Holding Agriculture Site Specific ((H)A-114) to Agriculture Site Specific (A-114).
- 2. That the special provision 31.114 be amended to delete reference to any Holding (H) provision.
- 3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
- 4. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990, as amended.

READ AND PASSED THIS 22ND DAY OF APRIL, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH



BY-LAW NO. 026-2025

Schedule "A"

This is Schedule "A" to By-law 026-2025

Passed this 22nd day of April, 2025

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 026-2025

THE LOCATION OF THE SUBJECT LANDS is described as ARTHUR CON WOSR PT LOT 13 PT; DIVISION 1 AND 2 RP 61R8621; PART 12 and is municipally known as 9442 Highway 6, Mount Forest. The subject property is approximately 5.1 ha (12.7 ac) in size.

THE PURPOSE AND EFFECT of the proposed amendment is to remove the Holding Symbol (H) from the subject lands to facilitate agricultural commercial and rural industrial uses. Once the Holding Symbol has been removed, the regulations of Agricultural Site Specific (A-114) Zone and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 027-2025

BEING A BY-LAW TO AUTHORIZE A FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT WITH OFFICE OF THE FIRE MARSHAL

WHEREAS it is deemed expedient to enter into an Agreement with the Fire Marshal

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

- 1. The Corporation shall enter into a Fire Safety Grant Transfer Payment Agreement in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
- 2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation

READ AND PASSED THIS 22ND DAY OF APRIL, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

His Majesty the King in right of Ontario as represented by the Minister of the Solicitor General

(the "Province")

- and -

(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

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

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

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:
 - (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
 - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

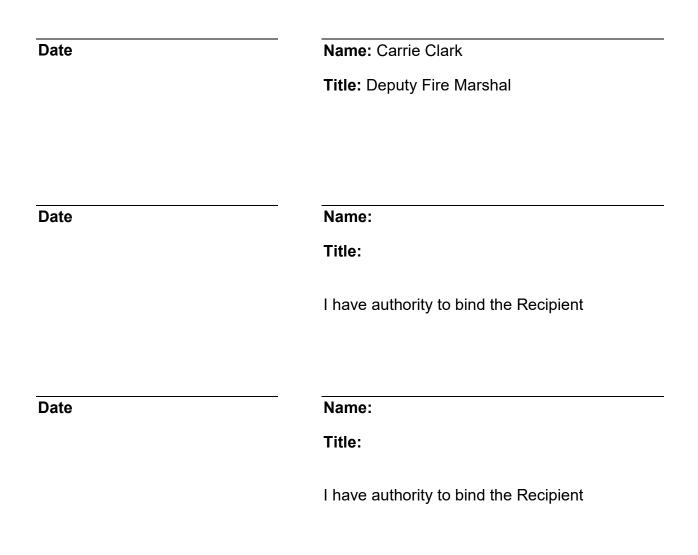
- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the Office of the Fire Marshal



SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

- A1.1 **Interpretation.** For the purposes of interpretation:
 - (a) words in the singular include the plural and vice-versa;
 - (b) words in one gender include all genders;
 - (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
 - (d) any reference to dollars or currency will be in Canadian dollars and currency; and
 - (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.
- A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

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

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

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

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

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

"Event of Default" has the meaning ascribed to it in section A12.1.

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

"Funding Year" means:

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- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

"Indemnified Parties" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A2.1 **General.** The Recipient represents, warrants, and covenants that:
 - (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
 - (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
 - (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.
- A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:
 - (a) the full power and capacity to enter into the Agreement; and
 - (b) taken all necessary actions to authorize the execution of the Agreement.
- A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:
 - (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to enable the Recipient's ongoing effective functioning;
 - (c) decision-making mechanisms for the Recipient;
 - (d) procedures to enable the Recipient to manage Funds prudently and effectively;
 - (e) procedures to enable the Recipient to complete the Project successfully;
 - (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

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- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

- A4.1 **Funds Provided.** The Province will:
 - (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
 - (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
 - (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest**. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
 - (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

- A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.
- A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:
 - (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
 - (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
 - (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

- A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.
- A7.2 **Preparation and Submission.** The Recipient will:
 - (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.
- A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:
 - (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
 - (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:
 - (a) inspect and copy any records and documents referred to in section A7.3;
 - (b) remove any copies the Province makes pursuant to section A7.5(a).
- A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:
 - (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) assisting the Province to copy records and documents;

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- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.
- A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.
- A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:
 - (a) acknowledge the support of the Province for the Project;
 - (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
 - (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
 - (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify**. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

- A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:
 - (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) at least 30 days' written notice of cancellation.
- A10.2 **Proof of Insurance.** The Recipient will:
 - (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
 - (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- A12.1 **Events of Default.** Each of the following events will constitute an Event of Default:
 - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
 - (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
 - (d) the Recipient ceases to operate.

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- A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
 - (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of the Funds;
 - (e) cancel further instalments of Funds;
 - (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
 - demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
 - (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.
- A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:
 - (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- A12.4 **Recipient not Remedying.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

- A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
 - (a) demand from the Recipient payment of the unspent Funds;
 - (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

- A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
 - (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an

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amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A15.4 **Payment of Money to Province**. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".
- A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

- A16.1 Notice in Writing and Addressed. Notice will be:
 - (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
 - (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.
- A16.2 **Notice Given.** Notice will be deemed to have been given:
 - (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of fax, one Business Day after the Notice is delivered; and
 - (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

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- A16.3 **Postal Disruption**. Despite section A16.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:
 - (a) it will do so by Notice;
 - (b) it may attach any terms and conditions to the consent; and
 - (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

- A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.
- A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
 - (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
 - (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

- A23.1 Agreement into Effect. The Recipient will:
 - (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

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A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

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SCHEDULE "B" PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Manimum Frenda	•
Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes	\$ 5,000.00
of section A5.2 (Disposal)	
of Schedule "A"	
Insurance	\$ 2,000,000
Contact information for the	Name: Program Development & Analytics Unit,
purposes of Notice to the	Office of the Fire Marshal, Public Safety Division
Province	Ministry of the Solicitor General
	Attention: Katrina Nedeljkovich, Operations Manager
	Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0
	Phone: 705-305-4595
	Email: Katrina.nedeljkovich@Ontario.ca /
	OFMGrants@Ontario.ca
Contact information for the	Position:
	Position.
purposes of Notice to the	
Recipient	Address:
	Fax:
	Email:
Contact information for the	
senior financial person in	Position:
the Recipient organization	
(e.g., CFO, CAO) – to	Address:
respond as required to	
requests from the Province	Fax:
related to the Agreement	
	Email:
	Lillall.

Additional Provisions:

None

SCHEDULE "C" PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention Minor Infrastructure (such as showers in the fire station, etc.)
- Technology Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D" BUDGET

Funding will be provided to the upon execution of this Agreement.

Funding will be provided to the

explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule "C". Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE "E" PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule "B".

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

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

CULTURAL MOMENT FOR APRIL 22, 2025 CELBRATES DINAH CHRISTIE

Singer-comedienne Dinah (Barbara) Christie was born in London, England on December 29, 1942. The daughter of British-Canadian actors Robert and Margot Christie, she came to Canada at the age of 2.

She began her career at 17, singing to her own guitar accompaniment in Toronto folk clubs and night spots and then continued with live musical revues with her long-time creative partner Tom Kneebone.

In 1971, she bought her beloved Black Shadow Creek farm outside of Mount



Forest after falling in love with the rural area while driving back and forth to Stratford with her father, who worked there for many seasons.

That same year she met her husband and life partner, Robert Warren - photographer, yacht builder and well, he could do anything and that was perfect for the old farmhouse that was built in the latter part of the 1800s. They lived at the farm together until Robert's passing in 2014.

Dinah came to national attention as a singing host in 1965-1966 for CBC TV's controversial public-affairs program "This Hour Has Seven Days." Further nightclub and stage engagements followed.

Dinah was a regular performer as one of the Home Team on CHCH TV's "Party Game" from 1970-1980 with Billy Van and Jack Duffy, and on CTV's "Check It Out" from 1985-1988. She loved performing with the likes of Bob Hope.

Dinah loved her career on TV, in film and on stage, but she adored giving her time to local fundraisers and community organizations.

Dinah also employed local seamstresses in the community to help launch her company The Badd Sisters, formed with her younger sister Cedar Christie, in the 1990s which created sustainable products and accessories. Dinah performed, wrote and directed for the rest of her life on the farm.

She also became a Reiki Master and often travelled to the folks around her who needed healing.

Dinah was diagnosed with Dementia a few years ago and was able to stay at her precious Black Shadow Creek with the support of family and friends. Finally, she had to say goodbye to the farm and the country living that she cherished. She adored her hometown of Mount Forest and the people too.

Dinah is now living in a long-term care home in Toronto and is surrounded by love. Her official Facebook page (<u>Facebook.com/DinahChristie</u>) is updated often with news and fun info, and much of her work can be found on <u>YouTube</u> to be enjoyed by all.

Submitted by the Wellington North Cultural Roundtable

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 028-2025

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON APRIL 22, 2025

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 April 22, 2025 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 AND PASSED THIS 22ND DAY OF APRIL, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK